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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



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July 19, 2016

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

Dear Supervisors:

**APPROVAL OF A MANAGED CARE CORE SYSTEM AGREEMENT WITH
ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

SUBJECT

Approval of a new Agreement with Allscripts Healthcare Solutions, Inc. for the provision of a Managed Care Core System for the Department of Health Services, and delegation of authority to amend Agreement for various contractual actions during the Term of the Agreement.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute an Agreement substantially similar to Exhibit I, with Allscripts Healthcare Solutions, Inc. (Allscripts), for the provision of a Managed Care Core System (MCCS or System) at the Department of Health Services (DHS or Department), effective upon execution for an initial term of seven years following Final Acceptance (after the completion of contract initiation, design, build, test, and production use prior to the County's final acceptance, which is projected to be 16 months after Agreement execution), with an option to extend the term of the Agreement for three additional one-year extensions (each a Renewal Support Term), with a Maximum Contract Sum not to exceed

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 July 19, 2016

LORI GLASGOW
EXECUTIVE OFFICER

\$21.205 million, for the entire term of the Agreement, including the Renewal Support Terms.

2. Delegate authority to the Director, or his designee, to execute Amendments to the Agreement to: (a) exercise the option to extend the Agreement for three Renewal Support Terms; (b) add, delete, and/or change certain terms and conditions as mandated by Federal or State law or regulation, County policy, the County Board of Supervisors (Board) and/or Chief Executive Office (CEO); (c) align the Agreement with County standards and needs, including but not limited to business and administrative workflows, protocols and policies; (d) account for approved growth events resulting from increases to the Department's membership; (e) approve, at the Director's discretion, Cost of Living Adjustments (COLAs) requested by Allscripts that are limited to: (1) the fixed hourly rates for professional services on an annual basis starting 12 months after Final Acceptance; and (2) support services fees during the Renewal Support Terms; and with any such COLAs, consistent with the Board's COLA policy; and (f) reduce scope of services and the Maximum Contract Sum; with all such actions subject to review and approval by County Counsel.

3. Delegate authority to the Director, or his designee, to execute: (a) Change Notices to the Agreement for changes that do not incur additional costs or expenses, nor substantially affect any Agreement terms or conditions and for alterations to the project schedule, upon mutual agreement with Allscripts; (b) Change Orders or Amendments using Pool Dollars to acquire Optional Work as requested by County; and (c) issue written notice(s) of partial or full termination of the Agreement for convenience without further action by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background:

The Department's Managed Care Services Division (MCS) fulfills administrative requirements under the Department's provider and hospital contracts with health plans for Medi-Cal managed care and In Home Supportive Services (IHSS) programs, and supports DHS-sponsored health access programs such as My Health LA (MHLA). MCS supports key administrative areas for these programs, including claims processing and adjudication, utilization management, referral management, member services operations, and encounter reporting.

MCS currently relies on the Patient Management System (PMS) under an agreement with Health Management Systems, Inc. (HMS). PMS is a custom-built legacy managed care administrative and claims system implemented in 1984. The system no longer satisfies DHS' managed care administrative business needs and does not support integration across the continuum of healthcare delivery. PMS' lack of a provider web portal precludes providers from electronically submitting claims for payment, which necessitates the need for a third-party provider to process and scan claims. The PMS application and user interface are significantly outdated and costly to operate in comparison to newer technologies, and requires the Department to retain a contingent of costly HMS programmers to maintain the system. MCS also uses a number of ancillary applications and standalone databases to support current MCS operations.

By comparison, MCCA is a modern, integrated system which will enable the Department to realize

numerous benefits in cost savings, improve effectiveness, and operational efficiencies in clinical and administrative business processes. MCCS will support the health information technology upgrades that DHS has undertaken since 2012 to prepare the Department to successfully participate in the expansion of Medi-Cal Managed Care under the Affordable Care Act (ACA). The expansion of additional managed care contracts with a larger number of commercial health plans has dramatically changed the payer composition of the Department's patient population and significantly increased DHS' share of the managed care market. Over the same time period, MCS has concurrently restructured its operations and organization to support the Department's evolving business needs.

Allscripts Recommendations:

Approval of the first recommendation will allow the Director to execute an Agreement, substantially similar to Exhibit I, with Allscripts, to implement MCCS as a successor to the PMS, for an initial term of seven years after Final Acceptance of the System, with an option to extend the Agreement for three additional one-year extensions (each a Renewal Support Term). The Agreement will provide for a projected 16-month implementation that encompasses all key milestones (i.e., contract initiation, design, build, test, production use and final acceptance), hosting, ongoing maintenance and operations, application management services, and optional work. The Department has the option to extend the current agreement with HMS through December 31, 2017, to provide sufficient time to successfully implement MCCS.

MCCS is a Commercial Off-the-Shelf (COTS) system that readily supports health plans and provider organizations that assume responsibilities delegated from payers. The System's core components will facilitate claims processing, adjudication and repricing, and member enrollment and eligibility. In addition, MCCS will provide member management, benefits and referrals management, customer call tracking, and provider and plan administration, including reimbursement/capitation management. Moreover, within the implementation scope is a provider portal that will enable DHS providers to electronically submit claims for payment. The Department's ability to leverage MCCS' claims processing capabilities will allow DHS to realize cost savings via internal processing of MHLA clinical encounters and dental claims and management of monthly grant funding to MHLA providers. The MCCS platform's high degree of integration enables the system's different modules to seamlessly share data, which will allow DHS to realize workflow synergies that cannot otherwise be realized with PMS.

MCCS' administrative functionality and versatility allow DHS to more effectively operate its current managed care portfolio and flexibility in operating within broader managed care business needs. MCCS will facilitate the Department's role as a capitated provider for managed care health insurance products (i.e., Medi-Cal and IHSS) and as a sponsor for MHLA. MCCS' flexibility will provide DHS with the ability to efficiently scale the System in tandem with its business operations as the healthcare market evolves. This adaptability underlies the Agreement that DHS has negotiated and ensures that the Department will have the ability and agility to respond and make changes to effectively manage its managed care lines of business.

Approval of the second recommendation will enable the Director to exercise the three optional one-year Renewal Support Terms. This recommendation will also allow the Department to add, delete, and/or change certain terms and conditions, as required under Federal or State law or regulation, County policy, Board and/or CEO, modify the Agreement to align with County standards and business needs, account for additional ongoing fees resulting from approved growth events arising from increases to DHS' managed care membership beyond the projected membership range of 530,000 to 583,000 members and MHLA participants, adopt COLAs at the Director's discretion, and reduce the Agreement's scope of services and the Maximum Contract Sum, as necessary. All such

actions will be subject to County Counsel's review and approval.

Approval of the third recommendation will allow the Director to execute Change Notices that do not authorize additional costs, substantially affect Agreement terms or conditions, or modify the implementation project schedule with concurrence from Allscripts; execute Change Orders using Pool Dollars to acquire Optional Work in the form of professional services, new software, inclusion of additional County lines of business and approved growth events; and/or increases to the transactional pricing elements in the Agreement, such as the Claimshop Transaction Allocation, included in the Maximum Contract Sum; and to terminate the Agreement in full or in part for convenience.

MCCS Integration with ORCHID:

DHS has adopted a number of technology solutions, including Online Realtime Centralized Health Information Database (ORCHID) and the Comprehensive Enterprise Data and Analytics Repository (CEDAR), to provide the necessary underlying health information technology infrastructure to streamline and improve clinical, financial and administrative processes based on outcomes-driven metrics and the drive toward value-based care. To that end, MCCS will provide administrative functionalities currently not available within ORCHID.

To bridge the gap between the two systems, MCCS will interface with ORCHID's PowerChart and care management modules to support utilization management and patient referral workflows. As DHS' business partnership with Cerner continues to mature, DHS will actively reassess the feasibility of absorbing certain administrative functions performed within MCCS into corresponding Cerner modules, and of consolidating such functionalities within the ORCHID environment.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The Maximum Contract Sum of the Agreement with Allscripts is \$21.205 million, which includes \$2.464 million in Pool Dollars for Optional Work.

Funding is included in DHS' FY 2016-17 Final Budget, and will be requested in future fiscal years, as continuing appropriation is needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's directive to engage outside counsel for information technology agreements exceeding \$5 million, County Counsel retained the law firm of Foley & Lardner, LLP, to assist in the negotiation of this Agreement. Accordingly, Foley & Lardner, in conjunction with County Counsel, reviewed the Request for Proposals (RFP) prior to release, provided legal advice throughout the RFP process, and drafted and negotiated the recommended Agreement. Additionally, in accordance with the Board's policy, County Counsel has separately submitted to the Board a privileged memorandum which analyzes the Agreement.

The Agreement includes all Board-required provisions. The Agreement may be terminated for convenience by the County upon 60 days prior written notice. The County's standard COLA provision was added to the Agreement during negotiations. In accordance with Board Policy No. 5.070, Multi-Year Services Contract Cost of Living Adjustments, the County, upon a future request from Allscripts, would have the discretion to grant a COLA increase to Allscripts for MCCS' Support Services Fees and Fixed Hourly Rate for Professional Services. The Department negotiated fixed Support Services Fees for the duration of the Initial Support Term, meaning that Allscripts may not request a COLA for said fees until the beginning of the optional Renewal Support Terms. Similarly, Allscripts may not request a COLA for the Fixed Hourly Rate for Professional Services until 12 months after Final Acceptance. The COLA will not be automatic and is further limited to the lesser of movement in County salaries or any increase in the Department of Labor Bureau of Labor Statistics' Consumer Price Index. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted.

County Counsel has approved Exhibit I as to form. The Chief Information Officer (CIO) concurs with the Department's recommendation and that office's analysis is attached (Attachment A).

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement and it is exempt from Proposition A (County Code Chapter 2.121).

CONTRACTING PROCESS

On November 24, 2014, DHS released a RFP for a MCCS to identify the most qualified proposers. The RFP's notice of availability was posted on the County's website as well as on DHS' Contracts and Grants website. In addition, DHS electronically notified potential vendors identified on its internal mailing list.

The RFP contained detailed minimum qualifications that interested vendors were required to meet, in order to proceed to the second phase, which was the submission of substantive business and price proposals.

By the minimum mandatory proposal submission deadline of January 14, 2015, DHS received four proposals, which were evaluated using a two-phase selection process. Phase I was the Pass/Fail Evaluation of minimum mandatory requirements as stated in the RFP. All proposers passed Phase I of the evaluation process.

Phase II was an evaluation conducted by an Evaluation Committee comprised of DHS representatives familiar with MCS' business and technical needs. The informed averaging process was used. At the conclusion of Phase II, DHS began strategically negotiating with the top two proposers, TriZetto Corporation (TriZetto) and Allscripts, the latter of which had the lowest price proposal among the four proposers. However, in December 2015, after multiple rounds of focused negotiations with both proposers, DHS terminated negotiations with TriZetto. The Department has obtained a Letter of Intent from Allscripts and debriefings were offered to two proposers, both of which requested and received debriefings. There were no protests as a result of this solicitation. Therefore, Allscripts is being recommended for the Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will enable DHS to implement a modernized and standardized MCCS that supports the Department's current and emergent business needs, including full support of DHS' managed services contracting business model.

Respectfully submitted,



Mitchell H. Katz, M.D.

Director

Reviewed by:



PETER LOO

Acting Chief Information Officer

MHK:PL:jl

Enclosures

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



PETER LOO

ACTING CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA 16-11

DATE:

6/21/2016

SUBJECT:

**APPROVAL OF A MANAGED CARE CORE SYSTEM AGREEMENT
 WITH ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**

RECOMMENDATION:

Approve Approve with Modification Disapprove

CONTRACT TYPE:

New Contract Sole Source
 Amendment to Contract #: Enter contract #. Other: Describe contract type.

CONTRACT COMPONENTS:

Software Hardware
 Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: Mitchell H. Katz, M.D., Director, Department of Health Services

Description: Department of Health Services (DHS) is requesting authorization to execute an Agreement with Allscripts Healthcare Solutions, Inc. (Allscripts) for a Managed Care Core System (MCCS), for seven years following final acceptance, with three one-year options; and execute necessary Amendments, Change Notices, and Change Orders to the Agreement, including Cost of Living Adjustments (COLA), Approved Growth Events, and use of Agreement Pool Dollars.

Contract Amount: \$21,204,724

Funding Source: DHS' Fiscal Year 2016-17 Final Budget

Legislative or Regulatory Mandate

Subvened/Grant Funded: N/A

**Strategic and
 Business Analysis**


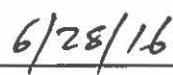

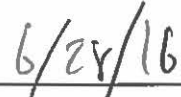
PROJECT GOALS AND OBJECTIVES:

MCCS, a vendor-hosted and fully-managed solution at a Los Angeles location, will replace the legacy managed care core system, Patient Management System (PMS). Core MCCS functionality includes:

1. Claims Processing, Adjudication and Repricing - supports multiple administrative and customer services that include review, investigation, adjustment, remittance, or denial of the claim.
2. Member Eligibility and Enrollment – offers next generation Electronic Data Interchange capabilities to easily retrieve member eligibility and benefits information.
3. Benefits and Referrals Management – provides the capability to easily manage referral authorizations and administer the appropriate benefits matrix.
4. Customer Call Tracking – ability to navigate, access, and document member or patient data, using enhanced data flow and workflow to facilitate claims and referral management.

	<p>5. Provider and Plan Administration – supports provider-related business functions by ensuring proper management of members and provider assignments.</p> <p>6. Reimbursement/Capitation Management – allows both healthcare providers and payers to manage their direct contracting arrangements, calculate, and track capitation payments, e.g. community partner providers.</p> <p>7. Provider Portal – a real-time provider portal that facilitates timely, cost-effective sharing of clinical and administrative information.</p> <p>MCCS will interface with ORCHID for utilization management and referral services.</p> <hr/> <p>BUSINESS DRIVERS:</p> <p>The key business drivers for the project are:</p> <ol style="list-style-type: none"> 1. Improve DHS’ operational efficiency and effectiveness in administering healthcare programs and plan members; 2. Facilitate DHS’ role as a capitated provider for various health plans and as payer for My Health LA; and 3. Align with DHS’ business development objectives. <hr/> <p>PROJECT ORGANIZATION:</p> <p>Tangerine Brigham, DHS Deputy Director, MCS, is the Project Executive Sponsor and Lauren Simmons, DHS Managed Care Services CIO, is the Project Director. MCS has established a governance structure comprised of clinical, operational, and administrative experts that worked effectively throughout the procurement and contract negotiation process. The team will transition to project governance for system design and implementation phases.</p> <hr/> <p>PERFORMANCE METRICS:</p> <p>MCCS will be governed by service levels and performance standards, including a service availability of 99.8%. The County will receive corresponding credits for failures to meet these service levels.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The project supports the following County Strategic Plan goals: Operational Effectiveness/Fiscal Sustainability.</p> <hr/> <p>PROJECT APPROACH:</p> <p>Allscripts will implement a suite of managed care solution modules from sub-contractor, Citra Health Solutions (EZ-CAP, EZ-EDI, and EZ-NET) and MedAssets (Claimshop), all of which will be hosted by MTS Healthcare. MCCS implementation is estimated to be completed within 16 months.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>DHS issued an RFP for MCCS in November, 2014. Allscripts was selected as the most qualified vendor from four proposals received.</p>
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Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>Solution and Functionality: EZ-CAP’s core components will facilitate claims processing, adjudication and repricing, and member enrollment and eligibility. In addition, EZ-CAP will provide member management, benefits and referrals management, customer call tracking, and provider and plan administration, including reimbursement/capitation management. EZ-EDI allows for inbound and outbound Health Insurance Portability and Accountability Act (HIPAA)-compliant transactions. EZ-NET provides the provider portal functionality, allowing claims to be submitted directly to EZ-CAP for payment. Eligibility verification is also available through EZ-NET.</p> <p>Application: Hosted web-based application developed in an MS.NET application framework.</p> <p>Database: MS SQL Server.</p> <p>Interfaced Applications: ORCHID, CACTUS , and Revenue Cycle .</p> <p>Hosting: MCCS will be hosted by Medical Technology Solutions, LLC (MTS). MTS will host and manage MCCS within a HIPAA-Compliant Tier III Data Center located in Los Angeles, CA. All hardware and software are owned and operated by MTS Healthcare and Allscripts respectively.</p> <p>Back-ups are stored locally and transmitted to the Morristown, NJ Data Center for disaster recovery. In the event of a complete loss of the Los Angeles Data Center, client’s servers will be restored at the Morristown, NJ Data Center within 24 hours.</p>																														
Financial Analysis	<p>One-time costs:</p> <table border="0"> <tr> <td>Implementation Services</td> <td style="text-align: right;">\$1,841,917</td> </tr> <tr> <td>Licensed Software and Hosting Services¹</td> <td style="text-align: right;">\$187,172</td> </tr> <tr> <td>Total one-time costs:</td> <td style="text-align: right;">\$ 2,029,089</td> </tr> </table> <p>Ongoing costs:</p> <p>Initial Support Term (Years 1-7)</p> <table border="0"> <tr> <td>Licensed Software</td> <td style="text-align: right;">\$7,040,040</td> </tr> <tr> <td>Hosting Services</td> <td style="text-align: right;">\$3,713,220</td> </tr> <tr> <td><u>Application Management Services</u></td> <td style="text-align: right;"><u>\$693,000</u></td> </tr> <tr> <td>Total Years 1-7 costs:</td> <td style="text-align: right;">\$11,446,260</td> </tr> </table> <p>Optional Three Renewal Support Terms (Years 8-10)</p> <table border="0"> <tr> <td>Licensed Software</td> <td style="text-align: right;">\$3,017,160</td> </tr> <tr> <td>Hosting Services</td> <td style="text-align: right;">\$1,591,380</td> </tr> <tr> <td><u>Application Management Services</u></td> <td style="text-align: right;"><u>\$297,000</u></td> </tr> <tr> <td>Total Years 8-10 costs:</td> <td style="text-align: right;">\$4,905,540</td> </tr> </table> <p>Claimshop Transaction Allocation (Years 1-10)²</p> <table border="0"> <tr> <td></td> <td style="text-align: right;">\$359,406</td> </tr> <tr> <td>Total ongoing costs:</td> <td style="text-align: right;">\$16,711,206</td> </tr> <tr> <td>Pool Dollars³</td> <td style="text-align: right;">\$2,464,429</td> </tr> <tr> <td>Maximum Contract Sum</td> <td style="text-align: right;">\$21,204,724</td> </tr> </table> <p>Footnotes:</p> <p>¹ Accounts for Licensed Software and Hosting Services costs during the MCCS Implementation (from Production Use to Final Acceptance phases).</p>	Implementation Services	\$1,841,917	Licensed Software and Hosting Services ¹	\$187,172	Total one-time costs:	\$ 2,029,089	Licensed Software	\$7,040,040	Hosting Services	\$3,713,220	<u>Application Management Services</u>	<u>\$693,000</u>	Total Years 1-7 costs:	\$11,446,260	Licensed Software	\$3,017,160	Hosting Services	\$1,591,380	<u>Application Management Services</u>	<u>\$297,000</u>	Total Years 8-10 costs:	\$4,905,540		\$359,406	Total ongoing costs:	\$16,711,206	Pool Dollars³	\$2,464,429	Maximum Contract Sum	\$21,204,724
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	<p>² Invoiced amounts will be based on County's actual monthly volume of hospital/institutional and professional claims processed by Claimshop.</p> <p>³ Accounts for approved growth events, optional work and professional services.</p>
Risk Analysis	<p>RISK MITIGATION:</p> <p>The Chief Information Security Officer (CISO) and Department Information Security Officer (DISO) reviewed the Agreement and did not identify any IT security or privacy related issues.</p>
CIO Approval	<p>PREPARED BY:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  _____ Sanmay Mukhopadhyay, Sr. Associate CIO </div> <div style="text-align: center;">  _____ Date </div> </div> <hr/> <p>APPROVED:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  _____ Peter Loo, Acting Chief Information Officer </div> <div style="text-align: center;">  _____ Date </div> </div>

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



**AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
FOR
MANAGED CARE CORE SYSTEM (MCCS)**

JULY 20, 2016

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MANAGED CARE CORE SYSTEM
SOFTWARE LICENSE, SUPPORT AND SERVICES AGREEMENT

This Managed Care Core System Software License, Support and Services Agreement, Agreement No. H-706875 (“Agreement”) is made and effective as of July 20, 2016 (“Effective Date”), by and between the County of Los Angeles, a political subdivision of the State of California (“County”) and Allscripts Healthcare Solutions, Inc., with its principal place of business at 222 Merchandise Mart Plaza, Suite 2024, Chicago, IL, 60654 (“Contractor”). When used herein, the term “Agreement” includes the body of this Agreement and the Statements of Work entered into by the Parties hereunder and such other exhibits (“Exhibit(s)”), attachments (“Attachment(s)”), schedules (“Schedule(s)”) appended to this Agreement and such additional documents that the Parties identify and agree to in writing to incorporate herein by reference. The term “Agreement” shall also include any information provided by Contractor during the course of the Request for Proposal process, including Contractor’s response to the Proposal attached as Exhibit W (Relevant Responses to County Requirements), which is and is expressly incorporated into this Agreement. In the event of a conflict between the body of this Agreement and any Statement of Work, Exhibit, Attachment, Schedule, or incorporated material, the body of this Agreement shall govern. For purposes of determining conflicts between parts of this Agreement, Exhibit N (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement. Contractor and County may be referred to in this Agreement individually as a “Party” and together as the “Parties.”

RECITALS

- A. County is authorized by California Government Code Sections 26227 and 31000 to contract for goods and services, including the Services contemplated herein.
- B. DHS is the County’s Department of Health Services and is among the largest public hospital systems in the United States. DHS is governed by the County’s Board of Supervisors (“Board”) through its appointed Director of Health Services (“Director”). DHS serves the health care needs of nearly ten million County residents and encompasses hospital and outpatient care, programs, and clinics. At its core, DHS is a “safety net” health care provider. As such, it is the major provider of health care to more than two million County residents without health insurance. DHS provides the vast majority of all “uncompensated” medical care in the County. The mission of DHS is to ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners. DHS provides extensive acute and rehabilitative patient care. DHS also trains physicians through affiliations with the University of Southern California Keck School of Medicine and the David Geffen School of Medicine at University of California, Los Angeles. DHS operates four inpatient hospitals, and also operates an extensive outpatient, ambulatory care system.
- C. DHS Managed Care Services Division (“MCS”) serves as the management services organization (“MSO”) of DHS to administer DHS’ managed care responsibilities, including but not limited to: monitoring DHS’ compliance with its contractors, including health plans and medical groups; monitoring health care quality; standardizing processes across DHS clinical settings; and assessing potential and acquiring new lines of business given the Patient Protection and Affordable Care Act.
- D. County seeks to facilitate the adoption of and promote the use of health information technology (“HIT”) in the interests of quality of care, patient safety, and health care efficiency, while also maintaining patient data security and privacy. In support of these objectives, County is seeking to implement a managed care core information system to link electronically participating contracted

lines of businesses (“LOB’s”), and DHS facilities (collectively, the “MCCS”). Contractor recognizes that the MCCS and County provide services essential to the administration of DHS’ lines of business and that the continued availability and reliability of the Licensed Software, Hardware, and Services (each as defined herein) are critical. To that end, the Licensed Software, Hardware, and Services provide access to authorized users, while maintaining strict data integrity and security; maintaining agreed performance and availability; meeting the other requirements of this Agreement, and providing industry proven disaster avoidance and recovery capabilities to ensure minimal disruption of services as a result of disasters or other events impacting the Licensed Software, Hardware, and Services. The MCCS, or alternatively, the Licensed Software, Hardware, and Services, all as more particularly described herein, are sometimes referred to collectively in this Agreement as, and were referred to collectively in the RFP as, “MCCS.”

- E. The MCCS must enable the exchange of, as appropriate, member and provider information, including clinical, administrative, outcome, and financial information at both the patient and community-wide levels in an effort to (1) improve the quality of care, patient safety, and health care efficiency, (2) improve care coordination and collaboration within the County community of caring, (3) facilitate reporting on clinical quality measures, (4) integrate patient care services at all levels of delivery, (5) assist in the evaluation of the necessity and cost effectiveness of care, (6) enhance measurement of patient satisfaction and outcomes, (7) comply with regulatory and accreditation agency reporting requirements, and (8) assist County and individual physicians in effectively delivering care and in the collection, storage, retrieval, and protection of patient care and related information. Both Parties acknowledge that a principal objective of County in entering into this Agreement is to obtain the functionality from the Licensed Software, Hardware and Services to enable County to achieve the Business Objectives stated above.
- F. County’s MCCS must be designed and implemented to comply with all applicable requirements of the rules on Electronic Health Records issued by the U.S. Department of Health and Human Services (“HHS”) (including those of the Office of the National Coordinator for Health Information Technology (“ONC”), Centers for Medicare and Medicaid Services (“CMS”), and the Office of the Inspector General (“OIG”)), which also implement provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”). This Agreement sets forth the terms under which Contractor will provide the MCCS.
- G. County issued a Request for Proposal for the Managed Care Core System (MCCS) RFP #MCCS2014 (“RFP”), dated November 24, 2014, for the provision, implementation, and maintenance and support of the MCCS. Contractor submitted a Proposal in response to the RFP, based on which Contractor was selected to enter into contract negotiations with County. Based on those negotiations, this Agreement was submitted to the Board for its consideration for approval and award.
- H. County desires to license the Licensed Software and obtain Hardware and the Services from Contractor, including, but not limited to, the Implementation Services, Hosting Services, Support Services, training, and other professional services, all as more particularly described herein. The Services to be provided by Contractor are set forth in this Agreement and the applicable Statement of Work as the Parties may mutually agree upon from time to time.
- I. Contractor represents that it will provide County the Contractor Personnel, Licensed Software, and Services with the requisite technological capabilities, professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, hosting capabilities and services, and skilled resources required to implement the Licensed Software on the Hardware and Recommended Configuration to conform to the Specifications and other terms and conditions of this Agreement and to integrate all components of the MCCS provided under this Agreement.

AGREEMENT

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. TERM

1.1 TERM

The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the earlier of (a) the Agreement is terminated as provided in Section 29 (Termination), or (b) the expiration or termination of the Support Term (collectively, the "Term"), subject to Section 1.3 (Term of Statement of Work; License Term), Section 29.7 (Effect of Termination), and Section 29.9 (Survival).

1.2 INITIAL AND RENEWAL SUPPORT TERMS FOR SUPPORT SERVICES

The term for Support Services, as defined in Section 9.7 (Support Services), shall commence on the Final Acceptance and continue in full force for seven (7) years thereafter, unless earlier terminated as provided herein (the "Initial Support Term"). Upon the expiration of the Initial Support Term, County may, at its option, extend Support Services for three (3) additional consecutive one (1) year terms (the "Renewal Support Term") by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Support Term. The Initial Support Term and any Renewal Support Term are referred to herein collectively as the "Support Term." Contractor shall provide County with at least six (6) months prior written notice of the end of the Initial Support Term and the Renewal Support Term to County's Project Director at the address set forth in Exhibit X (County Key Personnel). Contractor's failure to provide such notice shall constitute a waiver by Contractor to object to an extension by County of the Initial Support Term or the Renewal Support Term after its expiration until such time as Contractor complies with the notice requirements under this Section 1.2 (Initial and Renewal Support Terms for Support Services). Pursuant to Section 14.9 (Cost of Living Adjustment), such notice shall identify any fee increase applicable to the Renewal Support Term that is about to commence.

1.3 TERM OF STATEMENT OF WORK; LICENSE TERM

The commencement and termination dates for Statements of Work shall be as provided in each Statement of Work. Termination of the Term of this Agreement, and termination or expiration of the Support Term, shall not affect the License granted in Section 3 (Licensed Software) and related License provisions, which License shall continue in perpetuity, notwithstanding expiration or termination of this Agreement or the Support Term. The term of the License granted in Section 3.1 (License Grant) shall be referred to as the "License Term." For the avoidance of doubt, Section 29.2 (Termination for Material Breach) shall not apply to allow termination of the License granted in Section 3 (Licensed Software), except in the event of County's material breach of Section 18 (Intellectual Property) or Section 19 (Confidentiality).

2. IDENTIFICATION OF PARTIES

2.1 CONTRACTOR; SUBCONTRACTING

(a) Unless specifically authorized by County as provided herein, Contractor shall perform the obligations described in this Agreement and in the Statement(s) of Work itself and through its direct wholly-owned subsidiaries, provided such subsidiaries are disclosed in

writing to County. Contractor represents and warrants that it has entered into agreements with each such subsidiary under which such subsidiary has assigned to Contractor all rights necessary for Contractor to fulfill its obligations under this Agreement and to enable Contractor to assign and license to County under this Agreement the same rights that would have been assigned and licensed to County if Contractor had performed the obligations described under this Agreement and in any Statement(s) of Work by itself without the participation of any such subsidiary. All references to Contractor in this Agreement shall be deemed to include all such subsidiaries.

- (b) County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Section 2.1 (Contractor; Subcontracting). Any purported agreement by Contractor to subcontract any performance under this Agreement without obtaining the prior written consent of County as provided in this Section 2.1(d) (Contractor; Subcontracting), shall not modify, alter, nor amend the Agreement or any rights, obligations, or responsibilities as between Contractor and County and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement. County acknowledges and agrees that the Services set forth in the initial Statement of Work attached to this Agreement shall be performed by Citra Health, an entity which is partially owned by Contractor, and MTS Healthcare, and hereby consents to Contractor's use of both subcontractors.
- (c) If Contractor desires to subcontract any portion of its performance under this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:
 - (i) The reason(s) for the particular subcontract;
 - (ii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;
 - (iii) A detailed description of the work to be performed by the proposed subcontractor;
 - (iv) Confidentiality provisions applicable to the proposed subcontractor's officers, employees, and agents, which would be incorporated into the subcontract;
 - (v) A draft copy of the proposed subcontract agreement, which shall, at a minimum:
 - (1) include representations and warranties by subcontractor that subcontractor (A) is qualified to perform the work for which subcontractor has been hired; (B) maintains the insurance required by this Agreement; and (C) is solely liable and responsible for any and all of its taxes, payments, and compensation, including compensation to its employees;
 - (2) provide for indemnification by subcontractor of County and Contractor under the same terms and conditions as the indemnification provisions of this Agreement set forth in Section 23 (Indemnification); and

- (3) include (A) Exhibit R (Confidentiality and Assignment Agreement), (B) Exhibit F (Business Associate Agreement), (C) Exhibit S (Contractor's EEO Certification), (D) Exhibit T.1 (Safely Surrendered Baby Law), and (E) any other standard County required agreements, forms, and provisions, some of which may need to be executed by the proposed subcontractor and Contractor, as applicable;
 - (vi) Unless otherwise waived by County, copies of certificates of insurance from the proposed subcontractor, which establish that the subcontractor maintains the minimum programs of insurance required by County; and
 - (vii) Other pertinent information and/or certifications requested by County.
- (d) County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- (e) Subject to and in addition to the provisions of Section 23 (Indemnification), Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents, from and against any and all third party claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.
- (f) Notwithstanding County's consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including that which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County, nor shall such approval limit in any way County's rights or remedies contained in this Agreement. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.
- (g) County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any Services under the particular subcontract or that other action is taken as requested by County.

Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages,

liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such right.

- (h) Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- (i) In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to the County Project Director, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
 - (i) A fully executed copy of each subcontract entered into by Contractor;
 - (ii) An executed version of County's then current Confidentiality and Assignment Agreement ("Confidentiality and Assignment Agreement") and Business Associate Agreement ("BAA") for each subcontractor approved to perform work under this Agreement on behalf of such subcontractor and all of employees who will be performing such work; and
 - (iii) Unless otherwise waived by County, certificates of insurance which establish that the subcontractor maintains the minimum programs of insurance required by County under this Agreement.
- (j) Notwithstanding County's consent to any subcontracting, Contractor shall be jointly and severally liable with each subcontractor for any breach by any subcontractor of this Agreement, the Confidentiality and Assignment Agreement, or the BAA.
- (k) In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section 2.1 (Contractor; Subcontracting) or a blanket consent to any further subcontracting.

2.2 COUNTY

The rights and obligations of County may be, in whole or in part, exercised or fulfilled by County's departments, joint power authorities in which County is a participant, and other public collaborative efforts, such as a community health information exchange ("HIE"), participants of the Community Partner ("CP") Program, existing now or in the future (each, an "Affiliated User," and collectively, "Affiliate Users").

2.3 COUNTY DESIGNEE

Any third party outsourcing vendor, contractor, agent, or other person or entity designated by County in writing (the "County Designee") shall be entitled to perform any responsibilities, obligations, or other provisions attributed to County under this Agreement. Contractor shall fully cooperate, communicate, coordinate with, and respond to all the requests of the County Designee, and Contractor will provide the County Designee with the appropriate information in the possession of Contractor relating to the Services. Contractor shall be entitled to reasonably rely on the County Designee, provided, however, that County written approval shall be required for any work effort requested by a County Designee that may result in additional costs to the County. County shall be entitled to amend and/or terminate its use of the County Designee at any time upon advance notice to Contractor. County will require each County Designee to enter into

an agreement containing appropriate confidentiality and non-use provisions with respect to Contractor's Confidential Information. County shall remain responsible to Contractor for any and all performance required under this Agreement by the County Designee, including payment of any additional costs for Approved Services. County shall be entitled to provide the County Designee with Contractor's Confidential Information as required for the County Designee to provide its services to County pursuant to this Section 2.3 (County Designee).

3. LICENSED SOFTWARE

3.1 LICENSE GRANT

3.1.1 SCOPE OF LICENSE

Subject to the terms and conditions of this Agreement, Contractor grants to County a perpetual, worldwide, non-exclusive license to use the Licensed Software and Documentation (as defined in Section 3.3 (Documentation) below) for County's business purposes and activities (hereinafter "License"). For the purposes of this Section 3 (Licensed Software), the term "use" as it applies to Licensed Software means to copy, install, access, execute, operate, distribute, archive and run the Licensed Software for installation, test, development, production, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County's business purposes and activities will include making the Licensed Software and Documentation available to users, other health care providers, and other health care facilities, federal, State, and local agencies, and business partners to facilitate the use and the expansion of County's MCCS.

3.1.2 LICENSE RESTRICTIONS

The Licensed Software shall not in any way be disassembled, decompiled or reverse engineered, nor shall any attempt to do same be undertaken or knowingly permitted by County, except to the extent permitted by applicable law or authorized by Contractor.

3.1.3 COUNTY'S USE IN EXCESS OF LICENSE LIMITATIONS

In the event the Licensed Software is licensed on a limited basis (e.g., licensed on a per user, server, CPU, named user basis) and County uses the Licensed Software in excess of such limited basis, Contractor's sole and exclusive remedy and County's sole and exclusive liability shall be payment of the licensee fees attributable to the excess use at the fees that are at least as favorable as the rates originally paid hereunder by County and as mutually agreed to by the Parties.

3.2 REVISIONS

During the Support Term, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge beyond the fees payable hereunder for Support Services, regardless of whether Contractor charges other customers for such Revisions. During the Support Term, if (a) the Licensed Software is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displaced/Renamed Product"), County shall receive such Displaced/Renamed Product as a Revision. If as to a renamed product as described in subsection (b) above, if the renamed product includes materially new functional capabilities (e.g., a new

functional module) and the materially new functional capability(ies) can be disabled without any diminution of the functionality, performance, or operation of the Licensed Software, then the materially new functional capability(ies) may be disabled unless County determines to acquire such materially new functional capability(ies) under this Agreement.

3.3 DOCUMENTATION

For purposes of this Agreement, the term “Documentation” shall mean all of Contractor’s training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the Licensed Software, including, but not limited to, online help screens contained in the Licensed Software, existing as of the Effective Date and any revisions, supplements, or updates thereto. At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software. If the Documentation for the Licensed Software is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County Designees, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County’s and its personnel’s use of the Licensed Software as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

4. **ESCROW OF SOURCE MATERIALS**

4.1 ESCROW AGENT AND RELEASE CONDITIONS

Contractor has deposited a copy of the Source Material for the Licensed Software with EscrowTech International, Inc., a software escrow agent (the “Escrow Agent”), located at C7 Data Center Building, 333 South 520 West – Suite 230, Lindon, UT 84042 (the “Escrow”) pursuant to a written escrow agreement (“Escrow Agreement”). A copy of the Escrow Agreement shall be incorporated by reference into this Agreement as Exhibit Q (Escrow Agreement). Contractor shall continually update the Source Material by promptly depositing in the Escrow each new Revision of the Licensed Software. Contractor’s duty to update the Source Material shall continue through the Support Term or until County ceases obtaining Support Services from Contractor, whichever is later. The Source Material will be held in the Escrow. The events upon which County shall have access to the Source Material shall include (collectively the “Release Conditions”): (a) the insolvency of Contractor; (b) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof; (c) as set forth in Section 5 (Bankruptcy And Liquidation); (d) in the event Contractor ceases to maintain or support the Licensed Software for reasons other than County’s failure to pay for, or election not to receive, Contractor’s Support Services, and no other qualified entity has assumed the obligation to maintain and support the Licensed Software; (e) termination of this Agreement for breach by Contractor; and (f) any other release conditions that may be specified under the Escrow Agreement. If a Release Condition occurs, County may hire Contractor Personnel to assist County with using and understanding the Source Material without being subject to Section 32.21 (Prohibition Against Inducement or Persuasion).

4.2 NATURAL DEGENERATION

The Parties acknowledge that as a result of the passage of time alone, the deposited Source Material may be susceptible to loss of quality (“Natural Degeneration”). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Material at least once every two (2) years. In the event the Source Material or any part of it is destroyed or corrupted, upon County’s request, Contractor shall provide a replacement copy of the Source Material.

4.3 USE OF SOURCE MATERIAL

Upon the occurrence of a Release Condition County will, upon payment of the duplication cost and other handling charges of the Escrow Agent, be entitled to obtain a copy of such Source Material from the Escrow Agent. County shall be entitled to use the Source Material as needed to remedy the event of release and mitigate any damages arising from such event. Such use will include, but is not limited to, County’s right to perform its own support and maintenance, alter or modify the Source Material, and/or obtain the benefits sought under this Agreement. The Escrow Agent’s responsibility in the event of a Release Condition will be to cause a copy of the Source Material, in the form as delivered by Contractor, to be promptly delivered to County at the appropriate time. Nothing herein relieves Contractor of its obligation to provide Support Services as required under this Agreement.

4.4 PROPRIETARY RIGHTS

County acknowledges that any possession of the Source Material referred to herein is subject to the confidentiality and proprietary provisions of access to any third party, except to service, maintain, support, repair, operate, modify, or otherwise facilitate and continue the use and operation of the installed Licensed Software as provided herein. Should use of the Source Material as provided in this Section 4 (Escrow of Source Materials) involve the use or practice of any patent, copyright, trade secret, trademark, or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark, or other proprietary information infringement against County, provided use of the Licensed Software and Source Material is in accordance with this Agreement.

4.5 COUNTY’S RIGHT TO VERIFY SOURCE MATERIAL

Regardless of whether one of the Release Conditions occurs, County shall have the right, at County’s sole expense, to require the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Source Material by, among other things, compiling the Source Material and performing test runs for comparison with the capabilities of the Licensed Software. In the event such testing demonstrates the Source Material does not correspond to the Licensed Software, Contractor shall reimburse County for all costs and fees incurred in said verification, compilation, and testing and immediately deposit the correct Source Material with the Escrow Agent.

4.6 AMENDMENT OF ESCROW AGREEMENT

Contractor shall cause the Escrow Agreement (attached as Exhibit Q (Escrow Agreement)) to be amended by adding to it the conditions of release set forth in this Section 4 (Escrow of Source Materials). In addition, to the extent this Section 4 (Escrow of Source Materials) conflicts with the Escrow Agreement, Contractor shall cause the Escrow Agreement to be amended to remove such conflict in favor of the conditions specified in this Section 4 (Escrow of Source Materials).

4.7 ESCROW MAINTENANCE FEES

There shall be no charge to County for the maintenance of the Escrow for the purpose of this Agreement.

5. BANKRUPTCY AND LIQUIDATION

In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Agreement or any agreement supplementary hereto, County shall have the following rights:

- (a) In the event of a rejection of this Agreement or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Licensed Software under this Agreement for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Agreement;
- (b) In the event of a rejection of this Agreement or any agreement supplementary hereto, County may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of County as provided in this Agreement or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third-party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to County; and
- (c) In the event of a rejection of this Agreement or any agreement supplementary hereto, County may retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

6. CONTINUOUS LICENSED SOFTWARE SUPPORT

If Contractor assigns this Agreement, is acquired, or is otherwise controlled by another individual or entity (collectively referred to as a "Successor Event"), such individual or entity shall provide Support Services in accordance with this Agreement for five (5) years following the Successor Event or the remaining Term of the Agreement (subject to extensions), whichever period is less, unless otherwise agreed to in writing by County. After such five (5) years or, if subsequent to the Successor Event, the Licensed Software is not supported to at least the same performance and service response level that Contractor supported the Licensed Software prior to the Successor Event, because, for example, Contractor's assignee chooses to support other products with similar functions or does not otherwise properly staff the support for the Licensed Software, County, at

its sole option, may elect to transfer the license of the Licensed Software, without cost or penalty, to another similar product ("Replacement Product") within Contractor's assignee's or successor's product offering. For purposes of this Section 6 (Continuous Licensed Software Support), the term "controlled" shall mean the legal right to elect a majority of the directors of a corporation or similar officers of any other entity or to determine an entity's general management policies through contract or otherwise. The assignee or successor, by taking benefit (including acceptance of any payment under this Agreement) ratifies this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer this license to a Replacement Product:

- (a) Any prepaid maintenance and support shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's maintenance and support fee for the same term, the credit balance will be applied to future maintenance and support fees;
- (b) Any and all software offered separately and needed to fulfill the original Licensed Software's level of functionality shall be supplied by Contractor's assignee or successor without additional cost or penalty and shall not affect the calculation of any maintenance and support fees;
- (c) Any services required for implementation of the Replacement Product shall be provided by Contractor's assignee or successor without additional cost or penalty;
- (d) Contractor shall provide to County reasonable training for purposes of learning the Replacement Product at no cost to County;
- (e) All license terms and conditions shall remain as granted herein with no additional fees imposed on County; and
- (f) The definition of Licensed Software shall then mean and include the Replacement Product.

7. THIRD-PARTY SOFTWARE AND THIRD-PARTY INTELLECTUAL PROPERTY

7.1 THIRD-PARTY SOFTWARE WITH INDEPENDENT CONDITIONS

In the event Contractor provides any Third-Party Software to County in connection with this Agreement for which Contractor is obligated to ensure that County accepts and is bound by third-party terms and conditions ("Third-Party Software With Independent Conditions"), the following shall apply: (a) Contractor shall specifically identify in writing all Third-Party Software With Independent Conditions in Exhibit B (Licensed Software) or in Exhibit A (Statement of Work); (b) Contractor shall attach to Exhibit B (Licensed Software) or to Exhibit A (Statement of Work) written copies of all third-party license agreements applicable to County; and (c) Contractor warrants that: (i) it has the right to license any Third-Party Software With Independent Conditions licensed to County under this Agreement; (ii) to the best of Contractor's knowledge, the Third-Party Software With Independent Conditions does not, and the use of the Third-Party Software With Independent Conditions by County as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and (iii) unless specifically provided otherwise herein, County shall have no obligation to pay any third party any fees, royalties, or other payments for County's use of any Third-Party Software With Independent Conditions in

accordance with the terms of this Agreement. Unless a license for the Third-Party Software With Independent Conditions is specifically agreed to by County and such license is provided in Exhibit B (Licensed Software) or in Exhibit A (Statement of Work), Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, non-exclusive license for the duration of the License Term for County and County's agents and assigns, to use the Third-Party Software With Independent Conditions for County's business purposes and activities. For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to County, all Third-Party Software With Independent Conditions to the same extent as the Licensed Software. To the extent permitted by law or contract, Contractor shall pass through to County the warranties for the Third-Party Software With Independent Conditions. To the extent Contractor complies with the requirements of this Section 7.1 (Third-Party Software With Independent Conditions), including the requirement to support and maintain the software, such Third-Party Software With Independent Conditions (excluding any Open Source Software) shall not be treated as "Licensed Software."

7.2 THIRD-PARTY INTELLECTUAL PROPERTY

Contractor shall identify all Third-Party Intellectual Property (excluding Third-Party Software With Independent Conditions which is identified pursuant to Section 7.1 (Third-Party Software With Independent Conditions) above), if any, in Exhibit B (Licensed Software) or in Exhibit A (Statement of Work). Such identification shall include, at a minimum, the following information: (a) the nature of the Third-Party Intellectual Property; (b) the owner of the Third-Party Intellectual Property; (c) Contractor's authority to include the Third-Party Intellectual Property in the Licensed Software, Deliverables, or Services; and (d) any restrictions or royalty terms applicable to the use of the Third-Party Intellectual Property. Unless provided otherwise in Exhibit B (Licensed Software) or in Exhibit A (Statement of Work), Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, non-exclusive license for the duration of the Support Term for County and County's agents and assigns, to use the Third-Party Intellectual Property incorporated into the Licensed Software, Deliverables, and/or Services for County's business purposes and activities.

8. **HARDWARE**

To the extent County will purchase any hardware or other equipment from Contractor (collectively, "Hardware"), such Hardware shall be specifically identified in the applicable Statement of Work, including all applicable fees and costs. Title to each item of Hardware shall pass to County on delivery to the facility designated by County and payment in full of the fees associated with that particular item. Contractor shall be responsible for customary and appropriate product packaging, freight charges, insurance, and delivery of the Hardware to the County designated FOB destination. Contractor shall ensure delivery of the Hardware within the times prescribed in the applicable Statement of Work. All Hardware and the parts therein shall be new and shall not contain any refurbished or used parts. Any reference in this Agreement to Hardware only applies to hardware or other equipment actually purchased by the County from Contractor, and as of the date of such purchase.

9. **SERVICES AND DELIVERABLES**

9.1 SERVICES

Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, achieve the Milestones, and retain the responsibilities set forth in this Agreement and described in one or more sequentially numbered, written statements of work that specifically

references this Agreement and is attached hereto or incorporated by Amendment as part of Exhibit A (Statement of Work). The implementation under this Agreement is structured into Phases to provide for a well-managed and organized execution of the Services and it is anticipated and understood that the Services will be adapted through additional Statements of Work and modifications to existing Statement(s) of Work as additional details are defined by the Parties. Contractor shall provide the Services without causing a material disruption of County's operations.

9.2 STATEMENT OF WORK

Each Statement of Work will be effective and become valid and enforceable only when signed by the Parties. Should a conflict arise between the body of this Agreement and a Statement of Work or other Exhibit, Attachment, or Schedule hereto, except with regard to an express amendment to a specific section of this Agreement, the body of this Agreement shall control. A Statement of Work shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement.

9.3 PROJECT CONTROL DOCUMENT AND PROJECT SCHEDULE

9.3.1 PROJECT CONTROL DOCUMENT AND PROJECT SCHEDULE

Contractor shall implement the Licensed Software in accordance with the Project Control Document and Project Schedule. The Project Schedule shall, at a minimum, include the following items:

- (a) Deliverable number;
- (b) Description;
- (c) Due date;
- (d) Associated Deliverable;
- (e) Milestone; and
- (f) Any other items required by County under this Agreement.

9.3.2 KEY DELIVERABLES

Exhibit A.1 (Project Control Document) shall specify certain Deliverables as Key Deliverables, as determined by County. A Key Deliverable shall be deemed completed for purposes of this Section 9.3.2 (Key Deliverables) on the earliest date that all of the tasks, subtasks, Deliverables, goods, services and other Services required for completion of such Key Deliverable are completed and delivered to County, provided that all of such Services required for completion of such Key Deliverable are thereafter approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, Deliverables, goods, services and other Services in accordance with the terms hereof. The determination of whether each Key Deliverable has been so completed and so approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable in accordance with Section 9.13 (Approval of Key Deliverables) after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion. A failure

by Contractor to complete any Key Deliverable by the Due Date for such Key Deliverable (as such date may be modified pursuant to Section 13 (Changes to Agreement)), including, without limitation, following delivery of a notice under Section 10.2.3 (Alert Reports), shall be subject to the provisions of Section 14.3.2 (Credits to County), Section 14.3.3 (Termination for Failure to Complete Key Deliverable) and Section 29.2 (Termination for Material Breach).

9.4 IMPLEMENTATION SERVICES

Contractor shall provide Implementation Services, including Licensed Software setup, installation, testing, training and other Services required for successful implementation of the MCCA, as provided in this Agreement and specified in Exhibit A (Statement of Work).

Contractor shall provide to County the transition-in and migration Services described in Exhibit A (Statement of Work), in accordance with the Project Schedule. Contractor shall provide the transition-in and migration Services without materially (a) disrupting or adversely impacting the business or operations of County, (b) degrading the Services being provided, or (c) interfering with the ability of County to obtain the benefit of the Services, except as may be otherwise provided in Exhibit A (Statement of Work). Unless otherwise stated in the Agreement, the transition-in and migration Services shall not adversely impact or delay any obligations or liabilities of Contractor under this Agreement.

Contractor and/or County will amend Exhibit B (Licensed Software) in order to: (i) add new Licensed Software Modules and/or components; (ii) revise the Licensed Software descriptions, and (iii) update the Licensed Software and Module version numbers, provided, however, no Licensed Software Module or component may be removed from or added to Exhibit B (Licensed Software) except in accordance with this Agreement and upon approval of the County Project Director. All such changes to Exhibit B (Licensed Software) shall be provided in accordance with Section 13 (Changes to Agreement).

9.5 TRAINING

9.5.1 TRAINING

As part of the Services, Contractor shall provide the training to County and its personnel, at a location to be designated by County, set forth in the applicable Statement(s) of Work at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all licensees.

9.6 INTERFACES

Contractor acknowledges and agrees that County may Interface, integrate, and use the Licensed Software with other systems owned or licensed by or for County or a third party, so as to permit those systems to Interoperate, whether by use of calls, exchange of data, link editing or otherwise. Contractor shall not obtain any ownership interest in those other systems merely because they were Interfaced, integrated, or used with any Licensed Software. Contractor shall be responsible for developing and delivering the Interfaces, if any, identified in a Statement(s) of Work at no additional cost to County beyond the applicable cost in each Statement of Work, which Interfaces shall include but not be limited to Interfaces to third-party software and hardware identified in Exhibit M (Interfaces). All such required Interfaces shall be part of the Deliverables to be provided by Contractor.

9.7 SUPPORT SERVICES

Contractor shall provide the Licensed Software support and maintenance services described in this Section 9.7 (Support Services) and the applicable Statement(s) of Work (collectively, the "Support Services"). There shall be no additional charge to County for on-site Support Services to remedy a breach of warranty, to correct a failure of the Licensed Software to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Section 9.7 (Support Services).

9.7.1 SUPPORT RESPONSIBILITIES

In addition to any warranty obligations of Contractor under this Agreement, Contractor shall:

- (a) Correct any failure of the Licensed Software, Services, and Deliverables to perform in accordance with the Specifications, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to maintain the Licensed Software, Services, and Deliverables so that they operate properly and in accordance with the Specifications;
- (b) Provide Support Services for, and respond to, Support Requests in accordance with Exhibit E (Service Levels and Performance Standards);
- (c) Provide unlimited telephone support twenty-four (24) hours a day, seven (7) days a week;
- (d) Provide online access to technical support bulletins and other user and self-help support information and forums;
- (e) Conduct quarterly on-site support visits and reviews involving technical teams from both Parties to discuss Licensed Software support issues; and
- (f) Provide invitations for County personnel during the Initial Term to attend and participate in, at no additional cost (excluding travel expenses) to County (i) three (3) passes to distribute to County personnel for the Allscripts' Client Experience ("ACE") and User Conference ("UCON") (and any subsequent new name for such events) and (ii) participation by County representatives in Citra Advisory Panel ("CAP") meetings contributing ideas and insight to Contractor's priorities for development of future Enhancements of the Licensed Software (and any subsequent new name for such events).

9.7.2 CONTRACTOR'S REVISIONS

Contractor may from time to time make material Revisions to the Licensed Software. In the event of such Revisions, (a) the new Revision of the Licensed Software will include at least the functionality, level, or quality of Services that County previously received (unless the Revision is required by Laws that specify the lower level of functionality or level of service) and shall continue to comply with all of the requirements of this Agreement, and (b) County shall be provided, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with County's technical, business or regulatory requirements, including, without

limitation, hardware, software, or browser configurations and County remains in compliance with the requirements of Exhibit L (Recommended Configuration), then County may in its sole discretion reject such changes, and remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder for the remainder of the Support Term. County shall be entitled to withhold support payments under Section 26 (Withhold Remedy) from the date of the general availability of the Revision, until such time Contractor demonstrates correction of the issues identified. During the Support Term, County shall receive access to all new Revisions of the Licensed Software that Contractor makes generally available to its other licensees without additional charge as provided in Section 3.2 (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing, Contractor represents, warrants, covenants, and agrees that throughout the Term of this Agreement Contractor shall provide Support Services for the current Version of Licensed Software and the most recent prior two (2) Versions.

9.7.3 SUPPORT NOT TO BE WITHHELD

Support under this Agreement will not be withheld due to any dispute arising under this Agreement, another agreement between the Parties, or any other related or unrelated dispute between the Parties.

9.7.4 NO REMOVAL OF DATA

Contractor shall not remove from County's facilities or retain a copy of any County Data obtained from, or as a result of access to, County Systems unless that removal or retention is reasonably necessary to perform the Support Services or is otherwise approved in writing by County.

9.8 OPTIONAL WORK

Upon County's written request and mutual approval pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including New Software, Professional Services, or as otherwise authorized by the Board of Supervisors in accordance with this Section at the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates).

9.8.1 ADDITIONAL AND/OR NEW SOFTWARE

Upon County's written request, Contractor shall provide to County additional and/or New Software as part of Optional Work using Pool Dollars, in accordance with any applicable Change Order. Any enhancements and/or modifications to the Licensed Software Requirements resulting from additional and/or New Software shall be incorporated into, and become part of, the Licensed Software Requirements. Upon delivery by Contractor, and acceptance and approval in writing by County in accordance with the terms of this Agreement, of such additional and/or New Software, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered additional and/or New Software via a Change Notice or by an Amendment, in each case, in accordance with Section 13 (Changes to Agreement).

All additional and/or New Software, once accepted and approved in writing by County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such additional and/or New Software shall not

cause an increase in the Support Services Fees for Support Services under this Agreement.

9.8.2 PROFESSIONAL SERVICES

Upon County's written request, Contractor shall provide to County Professional Services as part of Optional Work using Pool Dollars, including consulting services and/or additional training, in accordance with any applicable Change Order. Specifically, County may from time to time, during the Term of this Agreement, submit to Contractor for Contractor's review written requests for Professional Services using Pool Dollars, including consulting services and/or additional training, for services not included in Implementation Services. County may require that Professional Services be provided on a (1) fixed fee basis, (2) not to exceed basis, (3) time and materials basis, or (4) a combination of the above. In response to County's request, Contractor shall submit to County for approval a Statement of Work describing the particular Professional Services and providing a response consistent with the payment method required by County to provide such Professional Services, calculated based on the Fixed Hourly Rate and other pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) and elsewhere in the Agreement. County and Contractor shall agree on the Change Order developed using the Statement of Work, which shall at a minimum include the tasks and Deliverables to be performed, Acceptance Tests, as applicable, and the pricing for such Professional Services. Any enhancements and/or modifications to the Licensed Software Requirements resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software Requirements. Upon completion by Contractor, and acceptance and approval in writing by County in accordance with the terms of this Agreement, of such Professional Services, Exhibit C.1 (Optional Work) shall be updated accordingly to add such delivered Professional Services via a Change Notice or by an Amendment, in each case, in accordance with Section 13 (Changes to Agreement).

Any Professional Services that are accepted and approved in writing by County shall become a part of the Services, and any products of Professional Services, once accepted and approved in writing by the County, shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement. Such Professional Services shall not cause an increase in the Support Services Fees for Support Services under this Agreement.

9.9 TIME IS OF THE ESSENCE

Time is of the essence with regard to Contractor's performance of the Services.

9.10 CONTRACTOR ACCESS TO COUNTY FACILITIES

Contractor and its Contractor Personnel may be granted access to County facilities, subject to compliance with County's standard administrative and security requirements and policies, for the purpose of performing the Services. Access to County facilities shall be restricted to normal County business hours. Access to County facilities outside normal business hours must be approved in advance by County's Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, license or any other property rights or interest in County facilities. While present at County facilities, Contractor Personnel shall be accompanied by County personnel, unless otherwise specified prior to such event by County's Project Manager

or his or her designee. Contractor shall not in any way physically alter or improve any County facility without the prior written approval of County in its sole and absolute discretion. All Contractor Personnel assigned to County facilities are required to have a County Identification (“ID”) badge on their person and visible at all times. Contractor bears all expense of the badging. Furthermore, with respect to badging:

- (a) Contractor is responsible to ensure that Contractor Personnel have obtained a County ID badge before they are assigned to work in a County facility. Contractor Personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- (b) Contractor shall notify the County within five (5) Business Days when Contractor Personnel is terminated from working under this Agreement. Contractor shall retrieve and return the County ID badge of the Contractor Personnel to the County on the next business day after the Contractor Personnel has been terminated from working under this Agreement.
- (c) If County requests the removal of Contractor Personnel, Contractor shall retrieve and return the County ID badge of the Contractor Personnel to the County on the next business day after the Contractor Personnel has been removed from working under this Agreement.

9.11 DAMAGE TO COUNTY FACILITIES

County shall repair, or cause to be repaired, at Contractor’s own cost, any and all damage to County facilities, including, without limitation, County’s buildings, grounds, equipment, and furniture, caused by Contractor or Contractor Personnel. Contractor shall notify County immediately of any and all damages. All reasonable and documented costs incurred by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of County’s other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due to Contractor from County under this Agreement.

9.12 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, Deliverables, goods, services, or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County’s prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County for such tasks, subtasks, Deliverables, goods, services, or other work.

9.13 APPROVAL OF KEY DELIVERABLES

All Key Deliverables provided by Contractor under this Agreement must have the written approval of the County Project Director as described in this Section 9.13 (Approval of Key Deliverables). Upon completion of each Key Deliverable, Contractor shall fully complete a Key Deliverable Acceptance Certificate (hereinafter “Acceptance Certificate”), as set forth in Exhibit A.3 (Acceptance Certificate), submit it to the County Project Manager for his/her review, approval, and signature. In the event that the County Project Manager approves such Acceptance Certificate and the Services described therein, the County Project Manager will then sign such Acceptance Certificate and forward it to the County Project Director for his/her review, approval, and signature. Each Acceptance Certificate must have the approval of the County Project Director, as evidenced by the County Project Director’s signature on the applicable Acceptance Certificate

before Contractor can invoice for payment. In the event County Project Manager or County Project Director does not approve the Acceptance Certificate, the County Project Manager or County Project Director, as applicable, shall provide the Contractor written notice identifying the reasons for non-approval. In no event shall County be liable or responsible for payment of a Key Deliverable prior to such written approval. Furthermore, County reserves the right to reject any Key Deliverable not approved by County in accordance with this Section 9.13 (Approval of Key Deliverables).

9.14 INTERFERING ACTS

In the event of Contractor's non-performance of a specific obligation, Contractor shall be excused from its responsibility to perform such obligation under this Agreement if and only to the extent such non-performance of the specific obligation is caused primarily by (a) County's material breach of its obligations under the Agreement, or (b) an act or omission of County that is Finally Determined to prevent or significantly impair Contractor's ability to perform the obligation. Upon the occurrence of acts or omissions by County in breach of County's performance obligations under the Agreement which have been determined by Contractor to be likely to adversely impact its ability to deliver or meet such specific obligation, Contractor shall promptly, but in no event longer than three (3) days Contractor knew or should have known of the occurrence, advise the County Project Director and County Project Manager of such occurrence in writing and identify the reason for Contractor's inability to perform its obligation as a result of County's failure to perform its obligations under this Agreement. Nothing in the foregoing shall (i) relieve Contractor of any portion of liability Finally Determined by a court to be Contractor's arising from a breach of contract claim as to such failure to perform, (ii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if subsequently discovered facts demonstrate the failure was not caused by County's failure to perform its obligations under this Agreement, or (iii) preclude County from asserting such failure by Contractor to perform an obligation under this Agreement as a basis for County to terminate the Agreement for cause if Contractor conduct, not caused by County's failure to perform its obligations under this Agreement, contributing to the failure is determined to be one of numerous breaches of its duties or obligations under the Agreement which in the aggregate are material.

10. PROJECT TEAM; REPORTS AND MEETINGS

10.1 PROJECT TEAM

10.1.1 CONTRACTOR PROJECT DIRECTOR

Contractor shall assign a Contractor Project Director who shall be dedicated to the County account full time. The Contractor Project Director shall be responsible for managing Contractor's performance of all its tasks, subtasks and other Services and ensuring Contractor's performance in accordance with this Agreement. The initial Contractor Project Director along with the location of the Contractor Project Director, is specified in Exhibit J (Contractor Key Employees). Contractor shall not reassign or replace any Contractor Project Director or Contractor Key Employees, for six (6) months following Final Acceptance unless: (a) Contractor obtains County's consent in writing (with respect to Contractor Key Employees which such consent shall not be unreasonably withheld) to such reassignment or replacement; or (b)(the individual (i) voluntarily resigns from Contractor (or Subcontractor) and is not rehired by Contractor (or Subcontractor) for a period of no less than six (6) months, or (ii) is

dismissed by Contractor (or Subcontractor) for (1) misconduct (e.g., fraud, drug abuse, theft) or (2) unsatisfactory performance in respect of his or her duties and responsibilities to County or Contractor (or Subcontractor), or (iii) is removed from the Contractor (or Subcontractor) Personnel pursuant to Section 10.1.6 (Conduct of Contractor Personnel), or (iv) is unable to work due to his or her death or disability, or (v) the individual requests reassignment under compassionate circumstances (e.g. relocation of a spouse) (subparts (a) and (b) are collectively referred to as “Approved Reassignments”). After Final Acceptance the Contractor Project Director will remain full-time on-site for up to thirty (30) days and be available thereafter for consultation via phone or on-site if needed for up to six (6) months after Final Acceptance.

10.1.2 CONTRACTOR PROJECT MANAGER

Contractor shall assign a “Contractor Project Manager” to manage Contractor’s performance of the Services. The Contract Project Manager is a Contractor Key Employee, and the initial Contractor Project Manager shall be listed in Exhibit J (Contractor Key Employees). The Contractor Project Manager shall be responsible for Contractor’s day-to-day activities under this Agreement and for providing County reports as provided in Section 10.2 (Reports and Meetings). The Contractor Project Manager shall also serve as Contractor’s liaison with County, assign and schedule Contractor Personnel to perform all of the Services required by County under this Agreement, and act as Contractor’s initial representative for dispute resolution. Any change of the Contractor Project Manager shall be made in accordance with Section 10.1.1 (Contractor Project Director). Contractor shall manage the Services in accordance with the Project Management Institute standards or other County approved IT project management methodology, as determined applicable by County. The continuity requirements for the Contractor Project Manager is set forth in Section 10.1.1 (Contractor Project Director) for Contractor Key Employees.

10.1.3 COUNTY PROJECT DIRECTOR

County shall assign a “County Project Director” who will be responsible for confirming that the objectives of this Agreement are met. The County Project Director shall be listed in Exhibit X (County Key Personnel). County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor. Unless specified otherwise, County’s Project Director may also include a designee.

10.1.4 COUNTY PROJECT MANAGER

County shall assign a “County Project Manager” who will be responsible for County’s day-to-day activities with respect to such project under this Agreement. The County Project Manager shall be listed in Exhibit X (County Key Personnel). The County Project Manager shall serve as County’s initial representative for dispute resolution. The County Project Manager shall respond to the Contractor Project Manager’s reports to the extent that a response is appropriate as determined by the County Project Manager. All Services provided by Contractor hereunder shall be subject to approval by the County Project Manager. Any change of the County Project Manager shall be in County’s sole discretion; provided County shall notify Contractor in writing of any change. The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further

obligate County in any respect whatsoever. The County Project Manager shall meet with the Contractor Project Manager on a regular basis.

10.1.5 CONTRACTOR KEY EMPLOYEES

The Contractor Key Employees shall be dedicated to the County account full time during their respective portions of the implementation phase as set forth in Exhibit J (Contractor Key Employees). The Contractor Key Employees are those individuals listed in Exhibit J (Contractor Key Employees). Except for a replacement or reassignment of the Contractor Key Employees in accordance with Section 10.1.1 (Contractor Project Director), Contractor shall not reassign or replace any Contractor Key Employee, if such reassignment or replacement would materially disrupt County's operations, until the completion of any projects to which the Contractor Key Employee is assigned. No Approved Reassignment of a Contractor Key Employee shall occur without at least thirty (30) calendar days (or as reasonably practical under the circumstances) prior written notice to County. Upon an Approved Reassignment of a Contractor Key Employee, the Parties agree to update Exhibit J (Contractor Key Employees) with the name of the agreed upon replacement individual, as appropriate via a Change Notice in accordance with Section 13.2 (Change Notices).

10.1.6 CONDUCT OF CONTRACTOR PERSONNEL

While at the County locations, all Contractor Personnel shall (a) comply with reasonable requests, standard rules, policies, and regulations of County communicated to Contractor regarding personal and professional conduct (including the wearing of business attire commensurate with County's company standards and adhering to County regulations and general safety practices or procedures) generally applicable to such County locations, and (b) otherwise conduct themselves in a professional and businesslike manner.

The County Project Director or the County Project Manager shall have the right to approve or request the removal of any Contractor Personnel assigned to perform under this Agreement. Should County be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Contractor Personnel assigned by Contractor to perform Services under this Agreement, County may request the replacement of such Contractor Personnel. The replacement request shall be in writing, and, upon receipt of the request, Contractor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) Business Days. In the event Contractor should ever need to remove any Contractor Personnel from performing Services under this Agreement, Contractor shall provide County with adequate notice, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Such transitioning to replacement Contractor Personnel shall be at no additional cost to County. Contractor agrees that all Contractor Personnel assigned to perform under this Agreement must have experience and suitable training and skills in the areas in which they are responsible for performing the tasks to which they will be assigned under this Agreement. In the event that the actions or inactions of Contractor Personnel create additional work in connection with the performance of the Services that would have otherwise been unnecessary in the absence of such action or inaction, Contractor shall perform all such additional

work at no additional charge to County, unless such action or inaction is demonstrated by Contractor to be at the direction of County. In addition, Contractor represents and warrants that it will take all commercially reasonable steps to assure continuity over time of the membership of the group constituting Contractor Personnel. Contractor shall promptly fill any Contractor Personnel vacancy with Contractor Personnel having qualifications at least equivalent to those of the Contractor Personnel being replaced. In the event Contractor replaces Contractor Personnel, all transition tasks, including, but not limited to training, knowledge transfer, and other time involved with the replacement Contractor Personnel becoming familiar with County and the Services, shall be at no additional cost to County. Additionally, in order to ensure a smooth transition between replacement and former Contractor Personnel, Contractor shall make the replacement Contractor Personnel available to shadow the Contractor Personnel to be replaced for a period of not less than ten (10) Business Days. During such shadow period, County shall only be responsible for the charges associated with the Contractor Personnel to be replaced.

10.1.7 COUNTY PERSONNEL

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

10.2 REPORTS AND MEETINGS

10.2.1 REPORTS

The Contractor Project Manager and County Project Manager, as defined in Section 10.1.3 (County Project Manager), shall communicate at least once every two (2) weeks (the "Status Report") about the work in progress. The communications shall include a conference call or an in-person meeting (the "Status Meeting") and a report from the appropriate Contractor Personnel regarding:

- (a) Period covered by the report;
- (b) Tasks, subtasks, Deliverables, goods, services and other Services scheduled for the reporting period which were completed;
- (c) Tasks, subtasks, Deliverables, goods, services and other Services scheduled for the reporting period which were not completed;
- (d) Tasks, subtasks, Deliverables, goods, services and other Services not scheduled for but completed in the reporting period;
- (e) Tasks, subtasks, Deliverables, goods, services and other Services scheduled to be completed in the next reporting period;
- (f) Summary of project status as of reporting date;
- (g) Updated Key Deliverable chart;
- (h) Issues to be resolved;

- (i) Issues resolved;
- (j) Updates on any scheduling and Milestones;
- (k) Hours worked and expenses incurred; and
- (l) Any other information that County or Contractor may, from time-to-time, reasonably request in writing that Contractor or County, as the case may be, may deem appropriate.

10.2.2 QUARTERLY REVIEW MEETINGS

Contractor and County shall, at quarterly intervals, hold a review meeting at County's offices, or at such other place as is mutually agreed to by the Parties, to review the performance of the Licensed Software, Services, and Service Levels (as defined in Section 11 (Service Levels)); discuss fee and expense issues; and address such other issues as may be relevant at the time. The Contractor Project Manager (and senior executive personnel from the Contractor who attend) shall attend at the sole cost of Contractor.

10.2.3 ALERT REPORTS

Contractor shall promptly notify County in writing (i.e., e-mail or facsimile transmission) on becoming aware of any change or problem that would negatively impact completion or performance of the Licensed Software, Services, and/or Deliverables, the progress of tasks assigned under a Statement of Work, or any schedule in a Statement of Work. The written notice shall include a detailed description of the relevant change or problem and shall be provided to the County Project Manager and County Project Director.

11. SERVICE LEVELS

Contractor represents and warrants that, when installed on the Hardware and the Recommended Configuration (as defined in Section 12.1 (Acceptance Criteria)) and operated in conformance with the terms of this Agreement, the Licensed Software and/or Services (as applicable) shall achieve the service levels ("Service Levels") set forth in Exhibit E (Service Levels and Performance Standards), the applicable Statement of Work, and in this Agreement.

12. ACCEPTANCE

12.1 ACCEPTANCE CRITERIA

The Licensed Software, Services, Hardware, Deliverables, and Milestones (if the Statement of Work provides for Milestones) may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the Parties, as developed in accordance with the applicable Statement of Work and this Section 12 (Acceptance) (the "Acceptance Criteria"). Such Acceptance Criteria shall be based, at a minimum, on conformance of the Licensed Software, Services, Hardware and Deliverables, operating on the Recommended Configuration, to the Specifications. In the event the Parties fail to agree upon Acceptance Criteria, the acceptability of the Licensed Software, Services, Hardware, Deliverables, and Milestones, and the MCCS as a whole, shall be based solely on County's reasonable satisfaction therewith.

12.2 ACCEPTANCE TESTS

When Contractor notifies County that the Licensed Software has been implemented as required under the applicable Statement(s) of Work or that a Service, Deliverable, or Milestone (if the Statement of Work provides for Milestones) has been completed, County may, in its sole discretion, elect to test or evaluate the related Licensed Software, Services, Deliverables, and/or Milestones to determine whether they comply in all material respects with the Acceptance Criteria and the M CCS, as a whole, is operating in accordance with the Specifications. Testing will be performed at various stages of the implementation as set forth in the Statement of Work, or otherwise deemed appropriate by County.

County and/or Contractor, as set forth in a Statement of Work or testing plan, shall conduct all tests (hereinafter "Acceptance Test(s)") specified in this Section 12.2 (Acceptance Tests) and in Exhibit A (Statement of Work). Such Acceptance Tests shall include, without limitation, the following:

- (a) Installation Test: to validate that all installation tests have been completed.
- (b) Initial Component Test: to determine whether the Licensed Software and all components of the M CCS including Hardware, have been properly installed and are operating in accordance with applicable Specifications.
- (c) Integration Test: to confirm that the Licensed Software and all components of the M CCS, including Hardware, operate properly in an integrated fashion and meet all applicable Specifications.
- (d) Performance Verification Test: to test the same functionality as the Integration Test using actual data from County's day-to-day operations and confirm that the Licensed Software shall operate in the Production Environment without Errors.

For each of these tests, Contractor shall provide County testing scenarios consistent with Contractor's Best Practices for the applicable Licensed Software, Service, Hardware, Deliverable, and/or Milestone.

12.3 PRODUCTIVE USE

The Licensed Software shall achieve "Go-Live" and be ready for Productive Use when the County Project Director, or his/her designee, approves in writing (a) Contractor's transition of the Licensed Software to the Production Environment, (b) documented results provided by Contractor certifying successful transition of the Licensed Software to the Production Environment and operation of the M CCS in accordance with the Specifications, and (c) any other pre-Productive Use testing requirements agreed to in writing by the Parties.

12.4 LICENSED SOFTWARE USE

Following Licensed Software installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in a Productive Use mode, any completed portion of the Licensed Software, without any additional cost to County where County determines that it is necessary for County operations. Such Productive Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Acceptance or Final Acceptance of the Licensed Software.

12.5 FINAL ACCEPTANCE

12.5.1 CONDUCT PERFORMANCE VERIFICATION

Following successful transitioning of the Licensed Software to the Production Environment, County will monitor for Errors and Contractor shall maintain the Licensed Software and M CCS in Productive Use for a minimum of ninety (90) days. Upon occurrence of an Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and Contractor shall correct such Error by re-performance pursuant to, and subject to, the provisions of this Agreement. County and Contractor shall agree upon each such proposed solutions to be used to correct an Error(s) prior to its implementation.

Commencing with Final Acceptance and continuing through the Warranty Period, any problems encountered by County in the use of the Licensed Software and M CCS shall be subject to the applicable Support Services terms under the Agreement.

12.5.2 PERFORMANCE VERIFICATION REPORT

Contractor shall provide to County the performance verification report, including supporting Documentation that the Licensed Software and M CCS comply with the Specifications under full production load. Contractor shall conduct a review with County at a meeting scheduled by County and provide reasonable County-requested demonstrations of the Licensed Software and M CCS including:

- (a) Summary of activities, results, and outcomes;
- (b) Summary of each Error identified by Contractor or County. The summary shall include for each Error:
 - (i) Description of each Error and its root cause,
 - (ii) Business processes, Licensed Software functions, and/or Interfaces impacted,
 - (iii) Description of all potential risks to the Licensed Software and mitigation strategy for the Licensed Software,
 - (iv) Corrective action plan, test scenarios, and implementation approach,
 - (v) Schedule for completion of each corrective action and resources required or assigned,
 - (vi) Status of each corrective action,
 - (vii) Date of completion of each correction, and
 - (viii) Date of the County Project Director's approval of each correction;
- (c) Summary of lessons learned; and
- (d) Recommendations for any improvements to workflows and/or implementation of the Licensed Software.

12.5.3 FINAL ACCEPTANCE

The Licensed Software and M CCS shall achieve "Final Acceptance" and the Licensed Software and M CCS shall be ready for Productive Use by County in the Production Environment when the County Project Director, or his/her designee, approves in writing that all Errors discovered during the ninety (90) day period following the successful transitioning of the Licensed Software to the Production Environment have

been corrected, even if such correction occurred beyond the ninety (90) day period. Contractor shall provide the Certification of Performance Verification and Final Acceptance, certifying that the Licensed Software and the MCCS complies with the Specifications and documenting the review with County under Section 12.5.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.

12.6 FAILED TESTING

- (a) If the County Project Director makes a good faith determination at any time that the Licensed Software or the MCCS (as a whole, or any component thereof), Services, Deliverables, and/or Milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Section 12.6 (Failed Testing) as “Designated Test”), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software, Services, Deliverables, Milestones, and/or MCCS failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, Services, Deliverables, Milestones, and/or MCCS as will permit the Licensed Software, Services, Deliverables, Milestones, and/or MCCS to be ready for retesting. Contractor shall notify the County Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the Licensed Software, Services, Deliverables, Milestones, and/or MCCS again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software, Services, Deliverables, Milestones, and/or MCCS failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software, MCCS, Services, Deliverables, and/or Milestones as will permit the Licensed Software, MCCS, Services, Deliverables, and/or Milestones to be ready for retesting.
- (b) Such procedure shall continue, subject to County’s rights under Sections 14.3.2 (Credits to County) and 14.3.3 (Termination for Failure to Complete Key Deliverable) in the event Contractor fails to timely complete any Key Deliverable, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, that a non-curable default has occurred and to terminate this Agreement in accordance with Section 29.2 (Termination for Material Breach) on the basis of such default. Notwithstanding the generality of the foregoing, there shall be a minimum of three (3) testing and re-testing cycles.
- (c) Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the Licensed Software; (ii) a termination of the Statement of Work relating to the Licensed Software, Service(s), Deliverables(s), and/or Milestone(s) that is

(are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the MCCS as a whole, the entire Agreement. In the event of a termination under this Section 12.6 (Failed Testing), County shall have the right to receive from Contractor, within thirty (30) days of written notice of termination, reimbursement of all payments made to Contractor by County under this Agreement for the component(s), Licensed Software, Service(s), Deliverables(s), Milestone(s), and/or MCCS as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more Licensed Software or MCCS component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

12.7 INTEGRATION/INTERFACING

If the Licensed Software is to be integrated/interfaced with other software, equipment, and/or systems provided by Contractor or at the direction of Contractor, including any customized Enhancements and Work Product, the Licensed Software shall not be deemed Accepted by County until the Licensed Software and such other systems have been successfully integrated/interfaced and accepted by County in accordance with the terms of this Section 12 (Acceptance). For example, if Contractor is to provide Licensed Software consisting of multiple Modules or that includes Enhancements, including Work Product, to the Licensed Software as part of the Services, County's acceptance of the Licensed Software, any individual Module or Enhancement shall not be final until County accepts all of the Licensed Software and Modules or Enhancements Integrated/Interfaced together as a complete system, including the operation of the Licensed Software on all equipment required for its use in conformance with the terms of this Agreement.

13. **CHANGES TO AGREEMENT**

13.1 GENERAL

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 13 (Changes to Agreement). County reserves the right to change any portion of the Services required under this Agreement and to change any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section 13 (Changes to Agreement).

13.2 CHANGE NOTICES

For any change which does not require Contractor to incur any additional costs or expenses or affect any term or condition of this Agreement, a written change notice ("Change Notice") may be prepared and executed by the County Project Director or designee.

13.3 CHANGE ORDERS

For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("Change Orders") may be prepared and executed by the County Project Director or designee. For any Optional Work requested by County, following agreement on the Services, a Change Order shall be prepared and executed by each of: (a) the County Project Director, and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the

Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the County Project Director or designee.

13.4 AMENDMENTS

Except as otherwise provided in this Agreement, for any change requested by County which requires a change to the Contract Sum or affects any term or condition included in this Agreement, a negotiated written amendment (“Amendment”) to this Agreement must be prepared by County and then executed by the Contractor and the Board of Supervisors or its authorized designee. Notwithstanding the foregoing, the Director is specifically authorized to execute an Amendment to this Agreement on behalf of County upon County’s election to extend this Agreement to a subsequent phase of the work (e.g., Phase 2, Phase 3, etc.) based on the terms negotiated herein.

13.5 CHANGES TO THE PROJECT SCHEDULE

Changes to the Project Schedule shall be made upon mutual agreement, in writing, by the County Project Director or designee and the Contractor Project Director by Change Notice or otherwise, provided that the County Project Director’s or designee and the Contractor Project Director’s agreement to alter the Project Schedule shall not prejudice either Party’s right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Section 13.4 (Amendments) above.

13.6 EXTENSIONS OF TIME

Notwithstanding any other provision of this Section 13 (Changes to Agreement), to the extent that extensions of time for Contractor performance do not impact either the scope of Services or cost of this Agreement, the County Project Director or designee, in his/her sole discretion, may grant Contractor extensions of time in writing for the work listed in the applicable sequentially numbered Exhibit A.1 (Project Control Document), provided such extensions shall not exceed a total of six (6) months beyond Final Acceptance.

13.7 BOARD ORDERS

Notwithstanding any other provision of this Section 13 (Changes to Agreement) or Section 29.6 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County’s Board of Supervisors relating to this Agreement, which directly impact the Licensed Software, MCCS or any of its components, or the budget allocated to the Licensed Software, MCCS or any of its components, or the Agreement, and, for this purpose, Director is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Section 29.6 (Termination for Convenience) without further action by County’s Board of Supervisors and/or (2) prepare and execute Amendment(s) to this Agreement, which shall reduce the Services and the Contract Sum without further action by County’s Board of Supervisors.

- (a) Such notices of partial or total termination shall be authorized under the following conditions:
 - (i) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines and directives.
 - (ii) Director shall obtain the approval of County Counsel for any notice.
 - (iii) Director shall file a copy of all notices with the Executive Office of County’s Board of Supervisors and County’s Chief Executive Office within thirty (30) days after execution of each notice.

- (b) Such Amendments shall be authorized under the following conditions:
 - (i) Amendments shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines and directives.
 - (ii) County's Board of Supervisors has appropriated sufficient funds for purposes of such Amendments and this Agreement.
 - (iii) Director shall obtain the approval of County Counsel for any Amendment.
 - (iv) Director shall file a copy of all Amendments with the Executive Office of County's Board of Supervisors and County's Chief Executive Office within fifteen (15) days after execution of each Amendment.

13.8 FACSIMILE REPRESENTATIONS

Except for the Parties' initial signatures to this Agreement and any subsequent Amendments, which must be provided in "original" form and not by facsimile or other electronic form, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each Party, when appearing in appropriate places on the Change Notices and Change Orders prepared pursuant to this Section 13 (Changes to Agreement) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Change Orders to this Agreement, such that the Parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

14. **CONTRACT SUM**

14.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, services and other Services required or requested by County under and during the Term of this Agreement. If County does not approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Twenty One Million, Two Hundred Four Thousand, Seven Hundred Twenty Four Dollars (\$21,204,724) as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the MCCS, including the Licensed Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum, including the Pool Dollars expenditures, authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to the County Project Director in accordance with Section 32.3 (Notices).

14.2 LICENSED SOFTWARE

The license fees for the Licensed Software are specified in Exhibit C (Fees; Contractor Professional Services Rates). Payment of the licensee fees for the Licensed Software shall be made in accordance with the payment schedule specified in Exhibit C (Fees; Contractor Professional Services Rates).

14.3 IMPLEMENTATION SERVICES

14.3.1 IMPLEMENTATION FEES

Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County's payment of the applicable Implementation Fees. The "Implementation Fees" shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), and all travel and living expenses incurred in connection with providing the Implementation Services, as specified in Exhibit C (Fees; Contractor Professional Services Rates). The Implementation Fees shall be a Fixed Fee amount specified in such Exhibit C (Fees; Contractor Professional Services Rates).

Included within the Services subject to the Implementation Fees, Contractor shall meet all Key Milestones by the date(s) specified unless extended by County in writing prior to the Key Milestone date. Should Contractor anticipate that the Contractor resources assigned to provide the Services, or any segment of Services (e.g., Phase 1, Phase 2, or Phase 3), subject to the Implementation Fees, are not sufficient to timely complete the Services, Contractor shall supplement them with Contractor resources at no additional cost to County as needed to timely complete the Services, or any segment of Services, within the time set forth in the Statement of Work. Notwithstanding the foregoing, there shall be no obligation on the part of County to obtain additional Services from Contractor under this Agreement.

14.3.2 CREDITS TO COUNTY

Contractor agrees that delayed performance by Contractor will cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified below in this Section 14.3.2 (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.

For each and every occasion upon which a Deliverable marked on the applicable Exhibit A.1 (Project Control Document) as "Key" (hereinafter "Key Deliverable") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit A.1 (Project Control Document) (hereinafter for each Key Deliverable "Due Date"), other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by the County Project Manager or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of Seven Hundred and Fifty Dollars (\$750) for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule. A determination whether County shall assess credits due to it pursuant to this Section 14.3.2 (Credits to County) shall be made by the County Project Manager in his/her reasonable discretion.

A Key Deliverable shall be deemed completed for purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable) on the earliest date that all of the tasks, subtasks, Deliverables, goods, services and other Services required for the completion of such Key Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, Deliverables, goods, services and other Services required for the completion of such Key Deliverable are thereafter approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, Deliverables, goods, services and other Services in accordance with the terms hereof. For purposes of this Section 14.3.2 (Credits to County) and Section 14.3.3 (Termination for Failure to Complete Key Deliverable), the determination of whether a Key Deliverable has been so completed and is so approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion.

14.3.3 TERMINATION FOR FAILURE TO COMPLETE KEY DELIVERABLE

In addition to the foregoing provisions of Section 14.3.2 (Credits to County), if any Key Deliverable is not completed within thirty (30) days after the applicable Due Date, and thereafter approved in writing by County pursuant to Section 9.13 (Approval of Key Deliverables), and unless the Key Deliverable(s) at issue are not completed as a result of delays caused by acts or omissions of County or the County Project Director and the Contractor Project Director have otherwise agreed, in writing, prior to such date scheduled for completion, then County may, upon notice to Contractor, terminate this Agreement for default in accordance with Section 29.2 (Termination for Material Breach) or for convenience in accordance with Section 29.6 (Termination for Convenience), as determined in the sole discretion of County, subject to the cure provisions set forth in Section 29.2 (Termination for Material Breach).

14.4 SUPPORT SERVICES

Contractor shall, during the Support Term, provide to County Support Services in exchange for County's payment of the applicable Support Services Fees set forth in Exhibit C (Fees; Contractor Professional Services Rates).

There shall be no charge for Support Services until Final Acceptance. Thereafter, Contractor shall invoice County for Support Services on a monthly basis, and County will pay the applicable monthly fees to Contractor in arrears. The monthly Support Services fee shall be calculated as a portion of the Support Services Fees as specified in Exhibit C (Fees; Contractor Professional Services Rates). For the avoidance of doubt, there shall be no charge for Support Services until Final Acceptance.

The Support Services Fees shall be fixed during the Initial Support Term of this Agreement. Thereafter, Contractor may request to increase such fees by providing written notice to County at least ninety (90) days prior to the commencement of a new year of the Support Term of this Agreement. The amount of any such increase shall be determined, and subject to the limits, as described in Section 14.9 (Cost of Living Adjustment).

14.5 HARDWARE

All Hardware costs and fees are set forth in Exhibit C (Fees; Contractor Professional Services Rates).

14.6 IMPLEMENTING OPTIONAL WORK

14.6.1 ADDITIONAL AND/OR NEW SOFTWARE

During the Support Term, if additional and/or New Software is subsequently made generally available to any of Contractor's other clients, County shall have the option to obtain such additional and/or New Software at a price equal to the Contractor's then current list pricing reduced by a rate or discount percentage as set forth in Exhibit C (Fees; Contractor Professional Services Rates).

14.6.2 PROFESSIONAL SERVICES

Upon County's request for Professional Services, Contractor shall provide to County, within ten (10) Business Days of County's request therefor, a written quotation providing a pricing proposal consistent with the payment method required by County based on the Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor's rates for Professional Services shall be subject to the applicable pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) during the Term of this Agreement. Contractor's Fixed Hourly Rate for Professional Services, as of the Effective Date, specified in Exhibit C (Fees; Contractor Professional Services Rates), shall be fixed from the Effective Date until twelve (12) months after Final Acceptance. Thereafter, Contractor may request to increase such rates by providing notice to County at least ninety (90) days prior to the commencement of a new year of the Support Term of this Agreement. The amount of any such increase shall be determined, and subject to the limits, as described below in Section 14.9 (Cost of Living Adjustment).

- (a) Fixed Fee or Not to Exceed. In the event that the Parties agree that Contractor shall perform the Professional Services on either a fixed fee or not to exceed basis, Exhibit A (the applicable Statement of Work) shall include an estimated percentage allocation of the fixed fee or not to exceed amount for each Milestone. Contractor shall not perform Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written approval to exceed the fee amount allocated to the Milestone in the Statement of Work. If Contractor provides Professional Services in excess of the fee amount allocated to a Milestone in the Statement of Work without first obtaining prior County written approval, such Professional Services shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County therefor (it being understood by the Parties that Contractor shall have no obligation to continue to provide such gratuitous Professional Services unless approved by County in writing in which case County shall compensate Contractor in accordance with this Agreement).
- (b) Time and Materials. In the event that the Parties agree that Contractor shall perform the Professional Services on a time and materials basis, Exhibit A (the applicable Statement of Work) shall include a fee estimate. In the event it is anticipated that the fee estimate provided in such Statement of Work

("Contractor Professional Services Fee Projection") will be exceeded, Contractor will provide written notice to County in advance of incurring such excess cost. In the event Contractor does provide County with advance notice of a Project Overrun and County elects to proceed, any amounts incurred in excess of the Contractor Professional Services Fee Projection will be considered a "Project Overrun." In the event Contractor does not provide County with advance notice of a Project Overrun, Contractor shall be solely responsible for the Project Overrun. Project Overruns shall be accounted for upon the earlier of the completion of Exhibit A (the applicable Statement of Work) or the expiration or termination of this Agreement. Prior to such accounting, Contractor and County agree to assume that both Parties are equally at fault and will share equally of the Project Overrun. If, as part of the Dispute Resolution Process, either Party is determined to be the primary cause of a Project Overrun, costs will be shared as follows:

- (i) If Contractor, or any party other than County which Contractor has subcontracted to perform services or tasks, is finally determined through the formal Dispute Resolution Process as provided in Section 27 (Dispute Resolution Procedure) of the Agreement to be the primary cause of the Project Overrun, Contractor shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent County has paid fees to Contractor as to such Project Overrun under the equal sharing provision above, such amounts paid in excess of the Project Overrun share allocated under this subpart shall be refunded to County by Contractor.
- (ii) If County, or any party other than Contractor which County has contracted to perform services or tasks, is finally determined through the formal Dispute Resolution Process as provided in Section 26 (Dispute Resolution Procedure) of the Agreement to be the primary cause of the Project Overrun, County shall be responsible for seventy-five percent (75%) of the Project Overrun. To the extent Contractor has paid or credited fees to County as to such Project Overrun under the equal sharing provision above, such amounts paid or credited in excess of the Project Overrun share allocated under this subpart shall be refunded to Contractor by County.

The determination of "primary cause" shall be made in accordance with Section 26 (Dispute Resolution Procedure) and, notwithstanding anything to the contrary in Section 26 (Dispute Resolution Procedure), shall be binding, final, and not subject to appeal.

14.7 NON-APPROPRIATION OF FUNDS

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (a) terminate this Agreement as of June 30 of the last fiscal year for which funds were

appropriated or (b) reduce the work provided hereunder in accordance with the funds appropriated. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date. In the event of such a termination or reduction, Contractor shall be entitled to seek payment for Services completed by Contractor and Approved by County in accordance with this Agreement prior to the effective date of such termination or reduction.

14.8 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for the reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligations shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Agreement. In the event of such a reduction, Contractor shall be entitled to seek payment for Services completed by Contractor and Approved by County in accordance with this Agreement prior to the effective date of such reduction.

14.9 COST OF LIVING ADJUSTMENT

If requested by the Contractor, the Agreement's Support Services Fees and the Contractor's Fixed Hourly Rate for Professional Services may, at the sole discretion of the County, be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index ("CPI") for the Los Angeles-Riverside-Orange County Area for the twelve (12)-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment ("COLA"). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12)-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this contract, it shall require a written Amendment to this Agreement first, that has been formally approved and executed by the parties.

14.10 ALL FEES STATED

Except as provided in this Section 14 (Contract Sum) or in the event of an Amendment to this Agreement, there are no other fees or charges to be paid by County in connection with this Agreement for the Licensed Software, Hardware, and Services, including Implementation Services, Hosting Services, Support Services and/or other Services or Deliverables provided by Contractor to County under this Agreement. Any work performed by Contractor and not specifically authorized by County in writing shall be considered gratuitous and Contractor shall have no right or claim whatsoever to any form of compensation.

15. **INVOICES AND PAYMENTS**

15.1 INVOICES

Contractor shall invoice County in accordance with Exhibit C (Fees; Contractor Professional Services Rates) (1) for Implementation Services, based on the Deliverable amounts due, as set

forth in Exhibit A.1 (Project Control Document) upon Contractor's completion and County's written approval of billable Deliverables; (2) for Support Services, by payment of monthly fees monthly in arrears commencing one month following the beginning of the Support Term; and (3) for all Optional Work, on a per Change Order basis by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor's completion and County's written approval thereof.

15.1.1 SUBMISSION OF INVOICES

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit C (Fees; Contractor Professional Services Rates). All invoices and supporting documents under this Agreement shall be submitted to the County Project Director or designee in accordance with Section 32.3 (Notices), with copies to LA DHS Finance.

15.1.2 INVOICE DETAILS

Each invoice and any attached transmittals submitted by Contractor shall indicate, at a minimum:

- (a) Agreement name and number;
- (b) The tasks, subtasks, Deliverables, goods, services, or other Services for which payment is claimed, including Implementation Services Deliverables, Support Services, and Optional Work;
- (c) The price of such tasks, subtasks, Deliverables, goods, services, or other Services calculated based on the pricing terms set forth in Exhibit C (Fees; Contractor Professional Services Rates) or any Change Order, as applicable;
- (d) The date of written approval of the tasks, subtasks, Deliverables, goods, services, or other Services by the County Project Director;
- (e) Indication of any applicable withhold or Holdback Amounts for payments claimed or reversals thereof;
- (f) Indication of any applicable credits due County under the terms of this Agreement or reversals thereof;
- (g) A copy of all applicable Acceptance Certificates signed by the County Project Director and the County Project Manager; and
- (h) Any other information required by the County Project Director.

15.1.3 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor to County for payment shall be approved by County for compliance with this Section 15.1 (Invoices), which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

15.1.4 INVOICE DISCREPANCIES

The County Project Director will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing

the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If the County Project Director does not receive a written explanation for the charges within such sixty (60) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure.

All County correspondence relating to invoice discrepancies shall be sent by email, followed by hard copy, directly to LA DHS Finance with a copy to the County Project Director or designee in accordance with Section 32.3 (Notices).

15.2 DELIVERY OF LICENSED SOFTWARE

All Licensed Software and Documentation provided by Contractor under this Agreement, including the product of Support Services and any Optional Work, shall be delivered (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor Personnel who shall load the Licensed Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the Licensed Software and Documentation to County.

Any Licensed Software and Documentation provided or delivered by Contractor to County in a tangible format for Contractor Personnel to load and leave with the Licensed Software and Documentation shall be F.O.B. Destination. The Contract Sum shown in Section 14.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Licensed Software and Documentation procured by County from Contractor pursuant to this Agreement. All transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

In the event Licensed Software or Documentation is provided or delivered by Contractor to County in a tangible format, Contractor shall bear the full risk of loss due to total or partial destruction of the Licensed Software and/or Documentation loaded on CDs or other computer media until such items are delivered to and accepted in writing by County.

15.3 SALES/USE TAX

The Contract Sum shown in Section 14.1 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Licensed Software provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the provision of Support Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Sales taxes on Hardware will be paid by County.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items (excluding Hardware) provided by Contractor pursuant to this Agreement and shall

pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

15.4 PAYMENTS

Provided that Contractor is not in material breach of this Agreement, County will pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed in accordance with Section 15.1.4 (Invoice Discrepancies) above. County's failure to pay within the thirty (30) day period, however, shall not be deemed as automatic invoice approval or Acceptance by County of any Deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest on any late payment.

15.5 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

15.6 HOLDBACKS

- (a) The Implementation Fees shall be allocated among the Key Milestones as set forth in the Statement of Work ("Key Milestone Allocation"). The amount allocated to each Key Milestone need not be the same, provided, however, all allocated amounts must aggregate to equal the Implementation Fees. The Key Milestone Allocation will be divided by the number of months set forth in the original Statement of Work for completion of the Key Milestone ("Key Milestone Scheduled Duration") and that amount shall be multiplied by eighty five percent (85%) to determine the "Monthly Key Milestone Payment." The Monthly Key Milestone Payment will be made by County only for the Key Milestone Scheduled Duration. The remaining fifteen percent (15%) of the amounts invoiced ("Holdback Amount") will be payable as set forth in this Section. All amounts invoiced by Contractor under this Statement of Work shall be subject to the Holdback Amount. The Holdback Amount will be payable to Contractor based upon County's approval of the applicable Key Milestone.
- (b) A Key Milestone shall be deemed approved for purposes of this Section on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Key Milestone are completed, tested for acceptability, and approved in writing by County. The determination of whether each Key Milestone has been so completed and so approved shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Milestone has been completed and is given all the necessary information, data, and documentation to verify such completion. If a Key Milestone is not approved due to its failure to meet the applicable Acceptance Criteria or tests within thirty (30) calendar days of its scheduled completion per the Statement of Work, the Holdback Amount will not be paid until approval of the next Key Milestone. No accumulated Holdback Amounts will be paid as to any Key Milestone, until all preceding Key Milestones have been approved.

15.7 RESPONSIBILITY FOR COSTS

Except for any reimbursable expenses specified in a Statement of Work, or as otherwise approved in writing by County, Contractor shall be responsible for all costs and expenses incidental to the provision of the Licensed Software and performance of Services, including but not limited to, all costs for Third-Party Intellectual Property and equipment provided by Contractor, and all fees, fines, licenses, bonds or taxes required of or imposed against Contractor including but not limited to corporate income tax, sales and excise taxes or amounts levied thereof, and all other of Contractor's costs of doing business. Contractor shall supply copies of third parties' invoices and other reasonable supporting documentation in substantiation of any reimbursable expenses, as County may request from time to time. No payments will be made for services rendered or expenses incurred by Contractor other than the Services or Deliverables unless such services are approved in advance in writing by County, and Contractor supplies such documentation as County may request with respect to such costs.

15.8 TRAVEL AND LIVING EXPENSES

In the event reimbursement of travel, meal, lodging, and incidental expenses are authorized by County in connection with a Statement of Work, such expenses shall be subject to, and shall not exceed, the expenditure limits set forth for County personnel in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, and as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.

15.9 PAYMENT DOES NOT IMPLY ACCEPTANCE

The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, Services, and Deliverables in accordance with this Agreement, and shall not imply acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

15.10 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that the County, any Federal or State auditor, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County no more than once per year (unless additional access by County is required) during the Term of this Agreement upon reasonable advance written notice and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor in or made available (including electronically) at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County or not made available (including electronically) in Los Angeles County, then, at the County's option, the Contractor shall pay the County for reasonable travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- (a) In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare or Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- (b) Failure on the part of the Contractor to comply with this Section 15.10 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- (c) If, at any time during the Term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (i) repaid by the Contractor to the County by cash payment upon demand or (ii) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

15.11 CONTRACTOR SELF-AUDIT

In addition to the audit rights of County and its regulators under this Agreement, on at least a semi-annual basis, Contractor shall perform a self-audit of its business and operations to evaluate its compliance with the Agreement and delivery of the Services. The audit shall be initiated no later than the anniversary date of each year of the Term of this Agreement. Within sixty (60) days of the initiation of a self-audit, Contractor shall provide County with a written report outlining the results of the self-audit.

15.12 SECURITY AUDITS

During the Term of this Agreement, County or its third-party designee may, but is not obligated to, perform audits of Contractor's environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use, or retention of County Confidential Information or other County data. Any of County's regulators shall have the same right upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. Contractor shall provide evidence of all penetration or security tests performed by Contractor (e.g., summary data of the results of the tests), as to any component of Contractor's environment supporting the delivery of the Services.

15.13 COMPLIANCE AUDITS

During the Term of this Agreement, to the extent Contractor engages a third party auditor to perform a SSAE 16 audit of Contractor's operations, information security program, and/or disaster

recovery/business continuity plan, Contractor shall promptly furnish a copy of the audit report to County, as to such audit reports relate to the subject matter of, or are implicated by the Services provided under, this Agreement. Any such audit reports shall be deemed Contractor Confidential Information.

15.14 VERIFICATION OF LICENSEE COSTS BY GOVERNMENT

Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, Contractor shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of Contractor that are necessary to certify the nature and extent of costs incurred by County for such services. If Contractor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, Contractor shall cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said contract, the applicable organization will make available, upon written request of the Secretary of Health and Human Services of the Comptroller General of the United States or any of their duly authorized representatives, copies of records of the related organization that are necessary to certify the nature and extent of costs incurred for such services. Contractor shall ensure that this provision also apply to any contract between a subcontractor and an organization related to the subcontractor by control or common ownership.

16. INDEPENDENT CONTRACTOR STATUS

16.1 INDEPENDENT CONTRACTORS

This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever. Contractor is an independent contractor and has no authority to bind, County by contract or otherwise. Contractor will perform the Services under the general direction of County, but Contractor will determine, in Contractor's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable law and with County's reasonable instructions. Further, it is not the intention of this Agreement or of the Parties to confer a third-party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any third party or entity other than the Parties hereto a right of action under this Agreement or in any manner whatsoever.

16.2 EMPLOYMENT RELATED CLAIMS

Contractor agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners, or consultants including but not limited to compliance with laws governing workers' compensation, Social Security, provident fund, retrenchment, lay-off or termination compensation, withholding and payment of any and all federal, state, and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation, and other employee benefits. At Contractor's expense as described herein, Contractor agrees to defend, indemnify, and hold harmless County, and its officers, agents, employees,

members, subsidiaries, joint venture partners, Affiliated Users, and successors in interest from and against any claim, demand, action, proceeding (threatened or actual), judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of Contractor's or County's alleged failure to pay, when due, all such taxes and obligations (collectively referred to for purposes of this Section as "Employment Claim(s)"). Contractor shall pay to County any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by County.

16.3 NO ELIGIBILITY FOR BENEFITS

Neither Contractor nor its employees or agents shall be eligible to enroll for and/or receive benefits under any County employee benefit plan maintained by County, including, without limitation, any employee pension benefit plan within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, or any stock option or stock purchase plan.

16.4 COMMON-LAW EMPLOYEES

The foregoing shall apply to Contractor and Contractor's employees and agents even if Contractor or any Contractor employee or agent is subsequently reclassified by any court or governmental agency as a common-law employee for periods during which services were performed under this Agreement.

17. REPRESENTATIONS AND WARRANTIES

17.1 CONTRACTOR'S WARRANTIES

Contractor represents and warrants that:

17.1.1 AUTHORIZATION WARRANTY

Contractor has the full power, capacity, and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and Contractor's performance of this Agreement does not violate or conflict with any agreement to which Contractor is a party. Further, Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority;

17.1.2 PERFORMANCE OF SERVICES

The Services will be performed and the Deliverables developed in a professional, competent, and timely manner by appropriately qualified Contractor Personnel in accordance with this Agreement and consistent with Contractor's applicable Best Practices;

17.1.3 CONFORMANCE TO SPECIFICATIONS

All the Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables shall conform to the Specifications and requirements set forth in this Agreement without material deviations for the period commencing upon the Effective Date and continuing through the expiration or termination of Support Services ("Warranty Period"). Contractor shall institute quality controls, including suitable testing procedures if any,

to ensure that the Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables comply with the Specifications and Service Levels in a manner consistent with Contractor's Best Practices. Upon County's reasonable request, County shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the Licensed Software, Services and Deliverables. A sample of Contractor's quality controls is attached as Exhibit I (Contractor Quality Controls);

17.1.4 NON-INFRINGEMENT

To Contractor's knowledge as of the Effective Date, the Licensed Software, Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the Licensed Software, Hardware, Services, including Implementation Services, Hosting Services, Support Services, and Deliverables will not infringe the intellectual property rights of any third party (and, if any claims of infringement are made, County's sole remedy as to such infringement claims shall be the intellectual property defense and indemnification set forth in this Agreement);

17.1.5 NO PENDING OR THREATENED LITIGATION

There is no pending or threatened litigation that would have a material adverse impact on its performance under the Agreement. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information Contractor has no knowledge of a failure of the Licensed Software to perform in accordance with the Contractor specifications;

17.1.6 DOCUMENTATION; MATERIAL DIMINUTION IN FEATURES

The Documentation shall be complete and accurate so as to enable a reasonably skilled County user to effectively use all of its features and functions without assistance from Contractor and, on each date on which Contractor delivers it to County, the Documentation is Contractor's most current version thereof; provided that, without the prior written approval of County, in no event shall any Documentation reflect a material diminution in the form, features, or functionality of the Licensed Software from that originally licensed under this Agreement, and, accordingly, Contractor shall not change the form, features, or functionality in any material adverse manner from that originally licensed under this Agreement;

17.1.7 ASSIGNMENT OF WARRANTIES

To the extent permissible under the applicable third party agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including Hardware vendors;

17.1.8 DESTRUCTIVE/DISABLING MECHANISMS

The Licensed Software, Services, including Implementation Services, Hosting Services, Support Services, Hardware and/or Deliverables does not contain, and Contractor shall not insert into the Licensed Software or any Deliverables or Services, including Implementation Services, Hosting Services, Support Services and Hardware, any Destructive Mechanisms, as defined below. Contractor shall not invoke such mechanisms at any time, including upon expiration or termination of this Agreement

for any reason. Except if and to the extent expressly necessary for performance of Support Services or any other servicing or support expressly authorized in writing by County, in no event shall Contractor, Contractor Personnel or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Licensed Software or any software, hardware, systems or data owned, utilized, or held by County without the written permission of a corporate officer of County, whether or not the disablement is in connection with any dispute between the Parties or otherwise. Contractor understands and acknowledges that a breach of this Section 17.1.8 (Destructive/Disabling Mechanisms) could cause substantial harm to County and to numerous third parties having business relationships with County. No limitation of liability, whether contractual or statutory, will apply to a breach of this Section 17.1.8 (Destructive/Disabling Mechanisms);

17.1.9 SYSTEM CONFIGURATION WARRANTY

Contractor has had the opportunity to assess County's existing information systems, including, but not limited to, its computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations relating to installation, implementation, and use of the Licensed Software (hereinafter collectively referred to as the "Existing System"). Contractor has also had the opportunity to inquire of County's staff regarding the operation of the Existing System and its components and has had the opportunity to review relevant documentation regarding the Existing System. Contractor represents and warrants that the Existing System, together with the Licensed Software and any Hardware purchased hereunder, together with Contractor's Recommended Configuration, is sufficient in size, capacity, and processing capability to operate the Licensed Software for the use of County during the Support Term of the Agreement. If equipment, applications, Interfaces, network infrastructure, connectivity or operating systems, in addition to those in the Existing System or Recommended Configuration as of the Effective Date, are required to support or operate the Licensed Software as required by this Agreement through Final Acceptance, Contractor shall pay all costs associated with the acquisition and installation of such equipment, applications, Interfaces, network infrastructure, connectivity or operating systems. In no event shall any modification to the Recommended Configuration take place without Contractor providing at least ninety (90) calendar days written notice to County of the specific modifications together with a work plan;

17.1.10 RESOURCE REQUIREMENT WARRANTY

Contractor has the requisite professional skills, business process and information technology knowledge, software implementation and project management expertise, integration capabilities, and skilled resources required to determine and specify the resource requirements for implementation of the Licensed Software in accordance with the Specifications, and to enable County to utilize the Licensed Software as set forth in the Specifications.

Further, Contractor represents and warrants that the resources (including Contractor and County resources) it will identify in a Statement of Work as being required to implement the Licensed Software as provided above will be sufficient to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other Services included in the Statement of Work (including all attachments and incorporated

documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan, and project schedule. To the extent additional resources are subsequently identified as being required to complete all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services included in the Statement of Work (including all attachments and incorporated documents) in accordance with the Specifications, including, but not limited to the Statement of Work, project plan and project schedule and provided such additional resources are not caused by an increase in the scope of the Statement of Work agreed to in writing or the actions or inaction of County or its employees or agents, then Contractor agrees to provide the additional resources and subject matter expertise at no additional charge to County. Such additional resources shall be provided as part of the Fixed Fee and deemed included in the scope of the Statement of Work and Contractor shall continue to perform all Services under the Statement of Work in accordance with the Specifications, including the project schedule set forth therein, and in a professional manner consistent with Contractor's Best Practices for such Services. In addition, to the extent County seeks resources with regards to the MCCS that are not required to be provided by Contractor under this Agreement, Contractor shall cooperate with County in identifying industry resources of which it is aware with the needed skills, knowledge, and/or experience;

17.1.11 LEGAL REQUIREMENTS

The Licensed Software, Services, and Deliverables currently comply with the Privacy and Security Laws (as defined in Section 19.10 (Health Insurance Portability & Accountability Act of 1996 (HIPAA)) below); all existing federal and state laws (collectively referred to as "Legal Requirements"). Further, Contractor represents and warrants that it shall provide County with, as applicable, the functionality and/or Revisions necessary for the Licensed Software, Services, and Deliverables to comply with all new, amended, or otherwise modified Legal Requirements, applicable to the Licensed Software, Services, and Deliverables at no additional charge to County. Furthermore, Contractor represents and warrants that it shall comply with all applicable laws, regulations, and rules that may be in effect during the Support Term of this Agreement as they concern the subject matter of this Agreement. In the event the Licensed Software, Services, and/or Deliverables fails to perform as warranted under this Section 17.1.11 (Legal Requirements), Contractor shall, upon notice initiate commercially reasonable efforts to correct Errors, provide functionality and/or Revisions, or bring the Licensed Software, Services, and/or Deliverables into compliance with the warranty as set forth in this Agreement at no additional charge to County;

17.1.12 TIME/DATE COMPLIANCE

Without limiting any other warranty or obligation specified in this Agreement, the Licensed Software, Deliverables and associated Services are and at all times will be Time/Date Compliant. In addition to and cumulative of all other remedies available to County under this Agreement or at law, Contractor shall provide County, at no additional cost to County, any new Revisions of the Licensed Software and Deliverables that prevents a breach of this warranty or corrects a breach of this warranty;

17.1.13 BACKGROUND AND SECURITY INVESTIGATIONS

- (a) All Contractor Personnel performing work under this Agreement may undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which shall take into account checks currently used by Contractor and/or its Subcontractors. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor Personnel passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor;
- (b) County may request that the Contractor Personnel be immediately removed from working at any County facility at any time during the term of this Agreement. County will not provide to Contractor nor to Contractor Personnel any information obtained through County conducted background clearance;
- (c) County may immediately, at the sole discretion of County, deny or terminate facility access to any Contractor Personnel that does not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with County facility access;
- (d) Disqualification, if any, of Contractor Personnel, pursuant to this Section 17.1.13 (Background and Security Investigations), shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement;

17.1.14 KNOWN PERFORMANCE ISSUES

There is no existing pattern or repetition of customer complaints regarding the Licensed Software, Deliverables, or Services, including functionality or performance issues, and that Contractor’s engineers have not currently identified any repeating adverse impact on the Licensed Software, Deliverables, or Services, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Licensed Software, Deliverables or Services. The foregoing warranty shall not extend to any specifications provided by County;

17.1.15 NO OFFSHORE WORK

All Hosting Services shall be performed and rendered within the United States. Contractor warrants that it will not transmit or make available any of County’s Confidential Information, County’s intellectual property or any County Data to any entity or individual outside the United States without prior written County Approval of such transmittal to an entity or person outside of the United States and the means and purpose of such transmittal. County has Approved transmittal of such information to the entities and countries identified in Exhibit Z (County-Approved Contractor Entities and Countries);

17.1.16 INTEGRATION WARRANTY

The Licensed Software components are capable of interconnecting and/or Interfacing with each other, the third-party software and hardware identified in Exhibit M (Interfaces), and County Systems, either through integration or, as applicable, industry standard Interface protocols, and when taken together, the Licensed Software components, third-party software and hardware identified in Exhibit M (Interfaces), and County Systems will be capable of delivering the functionality needed by County to meet its information systems requirements as set forth in this Agreement and the Specifications. As to County Systems (which utilize then-current industry standard Interface protocols) acquired after the Effective Date, the Licensed Software shall be capable of Interfacing with such County Systems using then-current industry standard Interface protocols. The Licensed Software must be Interoperable at the time it is provided to County and at all times thereafter during the Support Term;

17.1.17 INTENTIONALLY OMITTED

17.1.18 HIPAA TRANSACTION AND CODE SET STANDARDS WARRANTY

Contractor represents and warrants that the Licensed Software currently complies with HIPAA. Maintaining compliance with HIPAA is deemed to be a Legal Requirement for purposes of Section 17.1.11 (Legal and Accreditation/Certification Requirements). Further, Contractor represents and warrants that, as of the Effective Date:

- (a) The Licensed Software complies with (i) Version 5010 of the Accredited Standards Committee (“ASC”) X12 standards for HIPAA transactions, (ii) Version D.0 of the National Council for Prescription Drug Program (“NCPDP”) standards for pharmacy and supplier transactions, and (iii) Version 3.0 of the NCPDP standard for Medicaid pharmacy subrogation. In addition, the Licensed Software complies with (1) Version 4010/4010A1 of the ASC X12 standards for HIPAA transactions, and (2) Version 5.1 of the NCPDP standards for pharmacy and supplier transactions to enable County to use the Licensed Software to conduct electronic transactions with third party systems that are not yet compliant with the latest versions of the standards; and
- (b) The Licensed Software complies with the ICD-10 (International Classification of Diseases, 10th Revision) code set standard for coding diagnoses and procedures. In addition, the Licensed Software complies with the ICD-9 (International Classification of Diseases, 9th revision, Clinical) code set standard to enable County to use the Licensed Software to conduct electronic transactions (using the appropriate coding for diagnoses and procedures) with third party systems that are not yet compliant with the latest versions of the standards;

17.1.19 CONTRACTOR’S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

- (a) Contractor hereby warrants that neither it nor any of its Subcontractors’ owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10)

calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part;

- (b) Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program;
- (c) Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement;

17.1.20 WARRANTY AGAINST CONTINGENT FEES

- (a) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
- (b) For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee;

17.1.21 NO AGREEMENT SUBORDINATION

During the Term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Licensed Software (or any part thereof) in accordance with this Agreement;

17.1.22 AGREEMENT NOT SUBJECT TO ANY LIENS

This Agreement and the Licensed Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors;

17.1.23 USE OF LICENSED SOFTWARE WITHOUT INTERRUPTION

County is entitled to use the Licensed Software, together with the Existing System any Hardware purchased hereunder, and Contractor's Recommended Configuration, without interruption to its right to use the Licensed Software; and

17.1.24 INFORMATION FURNISHED TO COUNTY

As of the date furnished, no statement contained in writing in the Proposal contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

17.2 REMEDIES

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement include, but are not limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming Licensed Software, the specific remedies set forth in Exhibit E (Service Levels and Performance Standards), and other corrective measures afforded to County by Contractor under such Exhibit E (Service Levels and Performance Standards) and this Agreement.

17.3 BREACH OF WARRANTY OBLIGATIONS

Failure by Contractor to timely perform its obligations set forth in this Section 17 (Representations and Warranties) shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may terminate this Agreement, after written notice to Contractor and provision of a cure period in accordance with Section 29.2 (Termination for Material Breach).

17.4 REPRESENTATIONS AND WARRANTIES THROUGHOUT AGREEMENT

It is understood and agreed by the Parties that Contractor's representations and warranties are set forth throughout this Agreement and are not confined to this Section 17 (Representations and Warranties).

17.5 DISCLAIMER OF OTHER WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

18. INTELLECTUAL PROPERTY

18.1 WORK PRODUCT AND BACKGROUND INTELLECTUAL PROPERTY

"Work Product" shall mean all Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans (including the Project Control Document), reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Agreement. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, including those identified on Exhibit P (Contractor Tools) (the tools identified on Exhibit P (Contractor Tools) are hereafter referred to as "Contractor Tools"), which may constitute or be

contained in Work Product that was developed by Contractor prior to performance or independent of this Agreement (“Background Intellectual Property”) or (b) the Licensed Software or any modifications thereto made by Contractor. Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sublicensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County’s business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Agreement, and provided further that the Background Intellectual Property is not separately commercially exploited by County.

Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as “PROPRIETARY” or “CONFIDENTIAL.”

Notwithstanding any other provision of this Agreement, County shall not be obligated or liable in any way under this Agreement for:

- (a) Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- (b) Any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

18.2 OWNERSHIP

Contractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively “Intellectual Property Right(s)”) therein or otherwise arising from the performance of this Agreement. No rights of any kind in and to the Work Product, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor. Contractor agrees to execute such further documents and to do such further acts, at County’s expense, as may be necessary to perfect, register or enforce County’s ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints County as Contractor’s attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor’s behalf and to execute such documents. Contractor hereby forever waives and agrees never to assert against County, its successors or licensees any and all Moral Rights Contractor may have in Work Product even after expiration or termination of this Agreement.

18.3 SOURCE MATERIAL FOR WORK PRODUCT

Where relevant, Contractor shall promptly deliver to County all Source Material for the Work Product at the time of completion of the Work Product.

18.4 USE OF COUNTY PROPERTY

County may, but is not required to (unless otherwise set forth in this Agreement or an applicable Statement of Work), provide certain hardware, software, data, databases, office space, security access, intellectual property, technologies or other services and materials to Contractor for the sole purpose of assisting Contractor in the performance of the Services contemplated by this Agreement (“County Property”). County hereby grants Contractor a non-exclusive, non-transferable license to use the County Property solely for County’s benefit in connection with Contractor’s performance of the Services. County may terminate the foregoing license at any time, without cause, on written notice to Contractor. Unless specifically authorized otherwise in the Statement of Work, Contractor shall use the County Property only in the form provided by County, without modification. In addition, Contractor will maintain and use County Property in accordance with any written instructions and/or specifications provided by County. County Property shall be considered Confidential Information of County. Except for the limited license provided in this Section 18.4 (Use of County Property), nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any of the County Property.

18.5 COUNTY LICENSED SOFTWARE

In the event County provides Contractor with access to or use of software licensed by County from third parties, Contractor shall be responsible for (a) complying with all applicable third-party license agreements; (b) indemnifying, defending, and holding harmless County and its directors, officers, agents, employees, members, subsidiaries and successors in interest from any breach by Contractor of such license agreements; and (c) treating all such software as Confidential Information of County.

19. CONFIDENTIALITY

19.1 PUBLICITY

- (a) Neither Party shall disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
 - (i) Contractor shall develop all publicity material in a professional manner; and
 - (ii) During the Term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director. County shall not unreasonably withhold written consent.
- (b) Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 19.1 (Publicity) shall apply.

19.2 CONFIDENTIAL INFORMATION DEFINED

Except as provided in Section 19.3 (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the “Disclosing Party”) to the other (“Receiving Party”) including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials; (b) any

unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personal Data (as defined below); and (e) Protected Health Information (as defined below), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"), provided, however, that Work Product assigned to County pursuant to this Agreement shall be Confidential Information of County. The foregoing definition shall also include any Confidential Information provided by either Party's contractors, subcontractors, agents, or vendors.

19.3 EXCLUSIONS

Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.

19.4 TREATMENT OF CONFIDENTIAL INFORMATION

Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 19 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 19

(Confidentiality) and Exhibit R (Confidentiality and Assignment Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent; and will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

19.5 NON-EXCLUSIVE EQUITABLE REMEDY

Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 19 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.

19.6 PERSONAL DATA

In connection with this Agreement and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personal Data, as defined below, pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers and may need to Process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services. To the extent there is an inconsistency between the treatment of Personal Data under this Section 19.6 (Personal Data) and the treatment of Protected Health Information under the BAA, the BAA shall control as to Protected Health Information.

19.7 TREATMENT OF PERSONAL DATA

Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 19 (Confidentiality), during the Term of this Agreement and thereafter in perpetuity, unless such Personal Data is returned to County and deleted from Contractor's systems as provided under this Agreement, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third party, except as expressly required or permitted to perform its obligations in this Agreement (including as to Protected Health Information, the BAA) or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and Process Personal Data in compliance with (a) this Agreement (including as to Protected Health Information, the BAA), (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

19.8 RETENTION OF PERSONAL DATA

Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

19.9 COMPELLED DISCLOSURES

To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

19.10 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 142, 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit F (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit F (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

19.11 COUNTY DATA

All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

19.12 RETURN OF CONFIDENTIAL INFORMATION

On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all

documents and materials it has received containing County's Confidential Information; and (b) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in subparagraph (a), and provide a notarized written statement to County certifying that all documents and materials referred to in subparagraphs (a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

20. SECURITY

20.1 IN GENERAL

Contractor will maintain and enforce safety and physical security procedures with respect to its access, use, and possession of County's Confidential Information, including Personal Data, (a) that are compliant with the requirements of Exhibit K (Information Security Requirements) and, to the extent not inconsistent, at least equal to recognized and applicable security standards (e.g., EHNAC, SSAE-16, and/or NIST) for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of such information. Without limiting the generality of the foregoing, Contractor will take all reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Contractor systems or the information found therein. Contractor will periodically test its systems for potential areas where security could be breached. Contractor will immediately report to County any breaches of security or unauthorized access to County's Confidential Information, including Personal Data, that Contractor detects or becomes aware of. Contractor will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to County a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting the Confidential Information, including Personal Data. Contractor shall provide County a written summary regarding Contractor's internal investigation regarding any security breach. Upon County's request, Contractor will provide a second more in-depth investigation and results of findings. Contractor agrees not to notify any patient or consumer, on behalf of County unless County specifically requests in writing that Contractor do so. Contractor and County will work together to formulate a plan to rectify all security breaches.

20.2 UNAUTHORIZED ACCESS

In the course of furnishing the Services, Contractor shall not access, and shall not permit Contractor Personnel or entities within its control to access, County Systems without County's express written authorization. The provision of Services by Contractor in accordance with an applicable Statement of Work shall constitute authorization for access as necessary to deliver such Services. Such written authorization may subsequently be revoked by County at any time in its sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by County. All County authorized connectivity or attempted connectivity to County Systems shall be only through County's security gateways and/or firewalls, and in conformity with applicable County security policies.

20.3 CONTRACTOR SYSTEMS

Contractor shall be solely responsible for all systems Contractor uses to access County Systems. Contractor shall ensure that its systems include up-to-date anti-viral software to prevent viruses from reaching County Systems through Contractor's systems. Contractor shall prevent unauthorized access to County Systems through the Contractor systems. Further, Contractor shall ensure Contractor Personnel do not use any virtual private network or other device ("VPN") to simultaneously connect machines on any County Systems to any machines on any Contractor or third-party systems, without (i) using only a remote access method approved in writing and in advance by County; (ii) providing County with the full name of each individual who uses any such VPN and the phone number at which the individual may be reached while using the VPN; and (iii) ensuring that any computer used by Contractor Personnel to remotely access any County Systems will not simultaneously access the Internet or any other third-party network while logged on to County Systems.

20.4 USE OF PERSONAL PORTABLE DEVICES

Without County's prior written authorization, under no circumstances will any Contractor Personnel connect to any County System or access, handle, or use any County Confidential Information and/or data, for purposes of downloading, extracting, storing, or transmitting the information and/or data through personally owned, rented, or borrowed equipment, including but not limited to, laptops, personal digital assistants, instant messaging devices, Universal Serial Bus ("USB") devices, and cell phones.

20.5 SECURITY BREACH

Contractor shall notify County of any security, or suspected security, breach of any County Confidential Information or data covered under applicable federal regulations set forth in 12 C.F.R. Part 30, or under California Civil Code 1798.82, or any other breach of Confidential Information promptly and without unreasonable delay following discovery, if the information was, or is reasonably believed to have been acquired by an unauthorized person. Notification must be given promptly and without unreasonable delay. Written confirmation must be sent within three (3) Business Days of discovery or notification of the breach or suspected breach. To the extent there is an inconsistency between the treatment of Personal Data under this Section 20.5 (Security Breach) and the treatment of Protected Health Information under the BAA, the BAA shall control as to the Protected Health Information.

20.6 ADDITIONAL PROCEDURES IN THE EVENT OF SECURITY BREACH OF PERSONAL DATA

Upon County's reasonable determination that a misuse or security breach of Personal Data has occurred or is reasonably possible and it is a misuse or security breach not caused by the acts or omissions of County, Contractor shall cooperate with County to provide the information required and shall rectify any misuse. County shall determine, in its sole discretion, the content and means of delivery of the customer notice. Contractor will bear all reasonable and necessary out-of-pocket costs and expenses incurred by County as a result of security breach caused directly or indirectly by Contractor, including but not limited to, the administrative cost of opening and closing accounts, printing new checks, embossing new cards, notice, print and mailing, and obtaining credit monitoring services and identity theft insurance for County customers whose Personal Data has or may have been compromised. To the extent there is an inconsistency between the treatment of Personal Data under this Section 20.6 (Additional Procedures in the Event of Security Breach of Personal Data) and the treatment of Protected Health Information under the BAA, the BAA shall control as to the Protected Health Information.

21. COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the Term of this Agreement, Contractor may receive access to County's software, computers, equipment, and electronic communications systems ("County Systems"), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such County Systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County Systems and that all communications made with such County Systems or equipment by or on behalf of Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County Systems and County provided devices. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of County's systems; the foregoing, however, does not include the right for County to access any of Contractor's systems or networks within Contractor's firewall. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords, to protect County's Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County Systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Confidential Information or County Systems.

22. DISASTER RECOVERY/BUSINESS CONTINUITY

Contractor shall maintain a commercially reasonable Business Continuity and Disaster Recovery Plan for the Services (the "Disaster Recovery Plan and Business Continuity Plan"), and implement such plan in the event of any unplanned interruption of the Services. On or before the Effective Date, Contractor shall provide County with a copy of Contractor's current Disaster Recovery/Business Continuity Plan, revision history, and any reports or summaries relating to past testing of the Disaster Recovery/Business Continuity Plan. Contractor shall actively test, review, and update the Disaster Recovery/Business Continuity Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Contractor shall promptly provide County with copies of all such updates to the Disaster Recovery/Business Continuity Plan. All updates shall be subject to the requirements of this Section 22 (Disaster Recovery/Business Continuity). In any event, any future updates or revisions to the Disaster Recovery/Business Continuity Plan shall be no less protective than the plan in effect as of the Effective Date. Contractor shall notify County of the completion of any audit (e.g., ISO 9000) of the Disaster Recovery/Business Continuity Plan and promptly provide County with a copy of the audit report and reasonable evidence that any identified deficiencies have been corrected. Contractor shall also promptly provide County with copies of all reports and/or summaries resulting from any testing of the Disaster Recovery/Business Continuity Plan. If Contractor fails to reinstate the Services within the periods of time set forth in the Disaster Recovery/Business Continuity Plan, County may in addition to any other remedies available hereunder, in its sole discretion, immediately terminate this Agreement as a non-curable default under Section 29.2

(Termination for Material Breach). Contractor shall maintain disaster avoidance procedures designed to safeguard County's data and the data processing capability, and availability of the Services, throughout the Term of this Agreement. Contractor shall immediately notify County of any disaster or other event in which the Disaster Recovery/Business Continuity Plan is activated. Without limiting Contractor's obligations under this Agreement, whenever a disaster causes Contractor to allocate limited resources between or among Contractor's customers, County shall receive at least the same treatment as comparable Contractor customers with respect to such limited resources. The provisions of Section 32.1 (Force Majeure) shall not limit Contractor's obligations under this Section 22 (Disaster Recovery/Business Continuity).

23. INDEMNIFICATION

23.1 GENERAL INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising by third parties from and/or relating to Contractor's acts or omissions under this Agreement, except for such loss or damage Finally Determined to be from the negligence or willful misconduct of County Indemnitees.

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

23.2 INTELLECTUAL PROPERTY INDEMNIFICATION

(a) Contractor shall indemnify, hold harmless, and defend County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the Licensed Software, Third-Party Software with Independent Conditions, Hardware, Services, Background Intellectual Property, Work Product, and/or Deliverables (collectively, the "Indemnified Items") (collectively referred to for purposes of this Section 23.2(a) as "Infringement Claim(s)"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for Infringement Claims arising from (i) the development of custom software code required by County and based on specifications provided by County; (ii) use of the Indemnified Items in excess of the rights granted hereunder; or (iii) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Section 23.2(a) shall be conducted by

Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

- (b) County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section 23.2(a) (Intellectual Property Indemnification), or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in Section 23.2(a) (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Agreement; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Section "Remedial Act(s)").
- (c) If Contractor fails to complete the Remedial Acts described in Section 23.2(b) above within sixty (60) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Agreement with regard to the infringing Indemnified Items for default pursuant to Section 29.2 (Termination for Material Breach), in which case, in addition to other remedies available to County, Contractor shall reimburse County for all Implementation Fees paid by County to Contractor under the Agreement, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Agreement up to the amount paid by County in connection with County's Mitigation Acts.

23.3 INDEMNITIES THROUGHOUT AGREEMENT

It is understood and agreed by the Parties that Contractor's indemnity obligations are set forth throughout this Agreement and are not confined to this Section 23 (Indemnification).

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25. INSURANCE

25.1 GENERAL INSURANCE PROVISIONS

Without limiting Contractor’s indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section 25 (Insurance). These minimum insurance coverage terms, types, and limits (“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

25.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

- (a) Certificate(s) of insurance coverage (“Certificate”) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address specified in Section 25.2(d) below and provided prior to commencing services under this Agreement.
- (b) Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates.
- (c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number the amounts of any policy

deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

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

25.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County's additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions. The full policy limits and scope of protection also shall apply to County as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

25.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of County, upon which the County may suspend or terminate this Agreement in accordance with its terms.

25.3.2 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may exercise its rights under the Agreement, including the

right to purchase the Required Insurance. Without limiting the foregoing, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

25.3.3 INSURER FINANCIAL RATINGS

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

25.3.4 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

25.3.5 WAIVERS OF SUBROGATION

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

25.3.6 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

25.3.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

25.3.8 CLAIMS MADE COVERAGE

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

25.3.9 APPLICATION OF EXCESS LIABILITY COVERAGE

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

25.3.10 SEPARATION OF INSUREDS

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

25.3.11 ALTERNATIVE RISK FINANCING PROGRAMS

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

25.3.12 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

25.4 INSURANCE COVERAGE REQUIREMENTS

25.4.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate	\$4 million
Products/Completed Operations Aggregate	\$2 million
Personal and Advertising Injury	\$2 million
Each Occurrence	\$2 million

25.4.2 AUTOMOBILE LIABILITY INSURANCE

Providing scope of coverage equivalent to ISO policy form CA 00 01 with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

25.4.3 WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

25.4.4 TECHNOLOGY ERRORS AND OMISSIONS AND PRIVACY AND NETWORK SECURITY (CYBER) LIABILITY

A Technology Errors & Omissions and Privacy and Network Security (Cyber) Liability insurance, which coverages can be combined in a single policy, and include (a) coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, and (b) coverage for Contractor's liability arising from a security incident as it relates to this Agreement, with limits of subpart (a) and (b) not less than \$20 million combined single limit. For the purposes of this section, the term "technology services" means (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation. For the purposes of this section, the term "security incident" means (1) privacy breaches, (2) system breaches, (3) denial or loss of service, (4) introduction, implantation, or spread of malicious software code, (5) unauthorized access to or use of computer systems with limits. No exclusion/restriction for unencrypted portable devices/media may be on the policy. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

26. WITHHOLD REMEDY

In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Contractor is in material default of its duties or obligations under this Agreement and it fails to cure the default within thirty (30) days after receipt of written notice of default from County, County may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the thirty-first (31st) day after Contractor's receipt of notice of default, and ending on the date that the default has been cured, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing, as determined in County's reasonable discretion. Upon curing of the default by Contractor, County will cause the withheld payments to be paid to Contractor, without interest. In the event it is Finally Determined that County has withheld a payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.

27. DISPUTE RESOLUTION PROCEDURE

It is the intent of the Parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or

controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.

- (a) Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 27 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- (b) Contractor and County agree that, the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.
- (c) Subject to the provisions of Section 15 (Invoices and Payments) and the limits of liability set forth in Section 24 (Limitation of Liability), if Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any reasonable and documented additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

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

- (d) In the event of any dispute between the Parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- (e) In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the Parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- (f) In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's President (or direct report to the President) and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- (g) In the event that at these levels, there is not a resolution of the dispute acceptable to both Parties, then each Party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- (h) All disputes utilizing this dispute resolution procedure shall be documented in writing by each Party and shall state the specifics of each alleged dispute and all actions taken. The

Parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Section 27 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the Parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

- (i) Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Section 19 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained nor impair nor otherwise waive any Contractor defenses, remedies or claims.
- (j) Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of Services as stated in this Agreement.

28. DISPUTE RESOLUTION WITH CONTRACTOR AND OTHER VENDORS

Contractor shall, on County's request, participate in dispute resolution in accordance with this Agreement with County and Contractor and County's third-party vendors, including Hardware vendors, to resolve any disputes between and/or among such vendors, including County and Contractor, as to responsibility by any particular vendor for issues arising from performance, warranties, and other issues relating to the Licensed Software, Hardware, and Recommended Configuration.

29. TERMINATION

29.1 TERMINATION FOR INSOLVENCY

- (a) The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
 - (i) Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - (ii) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - (iii) The appointment of a Receiver or Trustee for the Contractor; or
 - (iv) The execution by the Contractor of a general assignment for the benefit of creditors.
- (b) The rights and remedies of the County provided in this Section 29.1 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

29.2 TERMINATION FOR MATERIAL BREACH

- (a) County may terminate this Agreement, any Statement of Work, in whole or in part: (i) if Contractor materially breaches any of its duties or obligations under the Agreement or any Statement of Work and fails to cure such breach within thirty (30) calendar days after

written notice is provided by County; (ii) if Contractor materially breaches any duty or obligation under the Agreement or any Statement of Work, which is not capable of being cured, within thirty (30) calendar days after written notice is provided by County; or (iii) if Contractor commits numerous breaches of its duties or obligations under the Agreement or any Statement of Work, which in the aggregate are material and fails to cure such numerous breaches within thirty (30) calendar days after written notice is provided by County. In the event of Contractor's failure to cure any such breach or breaches, or, as applicable, submit an acceptable plan of correction, within the applicable cure period, County may terminate this Agreement or any Statement of Work, as of the date set forth in such written notice, which date of termination shall in no event be less than thirty (30) calendar days after the date of the notice of termination. In the event of any breach by Contractor of its material obligations under a Statement of Work, County's obligation to make any payments yet to be made and for which work has not been delivered under such Statement of Work shall be terminated. Termination of such payment obligations shall be in addition to any other rights or remedies that County may have in the event of any such breach or alleged breach.

- (b) In the event that County fails to pay Contractor undisputed invoices properly due and owing to Contractor under this Agreement exceeding in the aggregate fifty thousand dollars (\$50,000) of the total invoices by the specified due date and fails to cure such default within thirty (30) days of notice from Contractor of its intention to terminate for failure to make such payment, Contractor may, by written notice to County, terminate the Term of the affected Statement of Work. Contractor acknowledges and agrees that this Section 29.2(b) (Termination for Material Breach) describes Contractor's sole right to terminate any Statement of Work or this Agreement and Contractor hereby waives any other rights it may have to terminate this Agreement or any Statement of Work, except such waiver shall not apply to a material breach by County of its obligations with regard to Contractor's intellectual property and Confidential Information.
- (c) In the event that the County terminates this Agreement in whole or in part as provided in Section 29.2(a) (Termination for Material Breach), the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 29.2 (Termination for Material Breach).
- (d) If, after the County has given notice of termination under the provisions of this Section 29.2 (Termination for Material Breach), it is determined by the County that the Contractor was not in default under the provisions of this Section 29.2 (Termination for Material Breach), the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Section 29.6 (Termination for Convenience).

29.3 TERMINATION FOR REGULATORY NON-COMPLIANCE

In the event Contractor's relationship with County under this Agreement is identified in writing by any regulator (including any governmental body or accreditation/certification organization (e.g., Joint Commission) having jurisdiction over County, to present a risk to County or its customers that requires correction, County shall notify Contractor of such identification. In the event the Parties are unable for any reason through reasonable efforts to resolve the identified

issue(s) to the satisfaction of the relevant regulator within the timeframe mandated by the regulator, County may terminate this Agreement for convenience and without obligation to pay any termination fee or penalty to Contractor.

29.4 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 32.34 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Section 29.2 (Termination for Material Breach) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

29.5 TERMINATION FOR IMPROPER CONSIDERATION

- (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- (b) Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.
- (c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

29.6 TERMINATION FOR CONVENIENCE

County may terminate this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable immediately upon sixty (60) days written notice to Contractor without reason, penalty, or breach of this Agreement, notwithstanding that the Contractor is in compliance with all delivery, performance, or other requirements. In the event of any such termination, Contractor shall be compensated for any Services properly performed prior to the effective date of the termination, but any compensation allocated to Services that were yet to be rendered with regard to any canceled aspect of the Services shall then be eliminated. Termination under this Section shall not affect the license granted in Section 3 (Licensed Software), which shall continue in perpetuity.

29.7 EFFECT OF TERMINATION

Upon expiration or termination of this Agreement, in whole or in part, or any Statement of Work, Service, or Deliverable, unless otherwise specified by County in writing:

- (a) Contractor and County shall continue the performance of this Agreement to the extent not terminated.

- (b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a media reasonably requested by County.
- (c) County will pay to Contractor all sums due to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate).
- (d) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Support Services Fees, if applicable.
- (e) Notwithstanding the foregoing, upon termination for default pursuant to Section 29.2 (Termination for Material Breach) during Implementation Services, Contractor shall return all monies paid by County to Contractor during such Implementation Services, and County will return to Contractor all products of such terminated Implementation Services, subject to continued use as needed to maintain operations, to ensure health care to County's patients is not negatively impacted, and otherwise mitigate damages during an orderly transition to alternative systems.
- (f) In the event Contractor fails to provide the Termination Transition Services as set forth in Section 29.8 (Termination Transition Services), County shall have the rights set forth in Section 3 (Licensed Software) and Section 4 (Escrow of Source Materials) to access and use the Source Material as set forth therein, including without limitation the right to modify all source and object code versions of the Licensed Software after such time as one of the Release Conditions described in Section 4.1 (Escrow Agent and Release Conditions) has occurred which would permit County to use the Source Material.
- (g) Upon termination by County for default pursuant to Section 29.2 (Termination for Material Breach) or for insolvency pursuant to Section 29.1 (Termination for Insolvency), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other Services, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other Services.
- (h) Expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- (i) In the case of expiration or termination of the Agreement, (a) all Statement(s) of Work that have not been completed shall be deemed terminated in accordance with this Section 29 (Termination) as of the effective date of such termination and (b) the Support Term shall be deemed terminated.
- (j) Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Licensed Software provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption

of County's day to day operations due to the unavailability of the Licensed Software during such transition, as provided in Section 29.8 (Termination Transition Services).

- (k) Each Party shall promptly return to the other any and all Confidential Information, including County Data and Work Product, that relates to that portion of the Agreement and Services terminated by County. For the avoidance of doubt, Contractor understands that County is a public entity and subject to public record requirements, and nothing in this provision shall cause County to act in a manner inconsistent with public record requirements.

29.8 TERMINATION TRANSITION SERVICES

Upon the expiration of this Agreement or its termination by either Party for any reason, including the breach of this Agreement by the other Party, the rights of County shall in any and all events be provided as set forth in this Section 29.8 (Termination Transition Services). Unless the Parties have specifically agreed upon a termination transition plan prior to the time of termination (the "Termination Transition Plan"), the rights of County upon any termination shall be as set forth in this Section 29.8 (Termination Transition Services). If a Termination Transition Plan has been agreed to, then the rights of County upon any expiration or termination of this Agreement shall be as set forth in the most recent approved Termination Transition Plan, and also as set forth in this Section 29.8 (Termination Transition Services). In the event of any inconsistency between this Section 29.8 (Termination Transition Services) and the applicable Termination Transition Plan, this Section 29.8 (Termination Transition Services) shall govern. If no Termination Transition Plan has been agreed to by the Parties at the time of any expiration or termination of this Agreement, then Contractor shall continue to perform the Services under the Agreement, at performance standards and Service Levels in effect at the time of termination or expiration, as well as the termination transition Services, which Services shall be provided as set forth in this Section 29.8 (Termination Transition Services). Contractor shall provide County with all of the Services and all of the termination transition Services as provided in this Section 29.8 (Termination Transition Services) and in the then most recent version of the Termination Transition Plan, if any. The duty of Contractor to provide such Services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all fees. Contractor shall have no right to withhold or limit its performance or any of such termination transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due hereunder during the termination transition period. County shall have the right to seek specific performance of this Section 29.8 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 29.8 (Termination Transition Services) by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties. Contractor will (a) meet with County as soon as practicable after a notice of termination or notice of a decision to not extend this Agreement has been given, to discuss any potential modifications to the then most current Termination Transition Plan, if any, (b) use all commercially reasonable efforts to assist County in effecting a transition of the Services provided by Contractor hereunder, in accordance with Contractor's Best Practices, to County or another vendor chosen by County, and (c) be compensated for transition related Services and costs by payment by County in accordance with the rates set forth in this Agreement. Contractor will provide termination transition Services for a period defined in the Termination Transition Plan, if any, but in no event less than six (6) months following the expiration or termination of this Agreement. Thereafter, Contractor shall provide extensions of transition Support Services as requested by County in serial

thirty (30) calendar day extension terms for up to an additional twelve (12) months. The total period of termination transition Services, including all extensions provided for herein, shall not exceed eighteen (18) months.

29.9 SURVIVAL

The following Sections shall survive any termination or expiration of this Agreement:

Sections 3.1 (License Grant) (except in the event of termination for breach by County of Sections 3 (Licensed Software), 18 (Intellectual Property), or 19 (Confidentiality)),

9.13 (Approval of Key Deliverables),

15.5 (No Payment for Services Provided Following Expiration/Termination of Agreement),

15.10 (Record Retention and Inspection/Audit Settlement),

15.14 (Verification of Licensee Costs By Government),

16 (Independent Contractor Status),

17.1 (Contractor's Warranties),

18 (Intellectual Property),

19 (Confidentiality),

23 (Indemnification),

25.3.8 (Claims Made Coverages),

26 (Withhold Remedy),

29.7 (Effect of Termination),

29.8 (Termination Transition Services),

29.9 (Survival),

32 (Miscellaneous), and

Exhibit N (Additional Hosting Services Terms and Conditions).

30. MULTI-VENDOR ENVIRONMENT

30.1 CROSS-OVER ISSUES

Contractor acknowledges that it will be delivering the Services in a multi-vendor environment, with County and County Designee(s) providing services relating to the County Systems. Effective operation of such an environment requires not only the cooperation among all service providers, including Contractor, but also collaboration in addressing service-related issues that may cross over from one service area or provider to another and related to the Services ("Cross-Over Issues"). As part of the Services, Contractor will actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Contractor Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor.

30.2 SERVICE INTERDEPENDENCIES

Contractor shall use commercially reasonable efforts to identify all work efforts and Deliverables of which Contractor has knowledge, whether performed by Contractor, subcontractors,

Contractor third party vendors, County, or County Designee(s) that may impact the delivery of the Services (the "Service Interdependency"). For each Service Interdependency, Contractor shall verify that project plans, detailed to the task level with individual performance responsibility identified, have been developed by the party responsible for the work or Deliverable, and validate that each project plan reflects delivery of the work or Deliverables required by Contractor to deliver the Services in accordance with the Specifications. Contractor shall implement processes to insure it is receiving regular reports, from all parties responsible for a Service Interdependency, with sufficient data to enable it to validate that each Service Interdependency is proceeding in accordance with the timing applicable to that Service Interdependency, and that the then current timing of delivery of the work or Deliverables as to each Service Interdependency will not adversely impact Contractor's ability to deliver the Services in accordance with the Specifications. Contractor shall take reasonable steps to validate that the data it receives in the reporting process is supported by tangible progress on the Service Interdependency. Within a reasonable period of time of knowledge of any Service Interdependency, Contractor shall provide County with a written report outlining the scope and nature of such Service Interdependency and Contractor's proposed resolution to remedy such Service Interdependency.

30.3 CRITICAL PATH ESCALATION ISSUES

Critical Path Escalation Issues shall be identified and described in detail by Contractor or County (as appropriate) in writing and delivered electronically by one Party's Project Manager to the other Party's Project Manager. The Contractor Project Director and the County Project Director shall seek to resolve the issue(s) or implement a mutually agreed to corrective action plan and notify the County Project Director or designee and Contractor Project Director the escalation process has been initiated. If an agreed to resolution or corrective action plan as to a Critical Path Escalation Issue is not achieved by the second (2nd) Business Day after the date of delivery of the issue by Contractor or County (as appropriate), the issues shall be escalated to the County Project Director or designee and Contractor Project Director. Escalation requires that the Contractor Project Director and the County Project Director frame the escalated issue(s) concisely and submit a jointly prepared document that identifies areas of agreement, remaining areas of disagreement, resolution recommendations of each Party, and all relevant supporting information developed by the Parties relating to the Critical Path Escalation Issue. The County Project Director or designee and Contractor Project Director shall have a telephonic or in person conference to reach final resolution within two (2) Business Days after the joint escalation memorandum has been submitted.

31. INTENTIONALLY OMITTED

32. MISCELLANEOUS

32.1 FORCE MAJEURE

- (a) Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such Party or any of such Party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to in this sub-paragraph as "Force Majeure Events").
- (b) In the event Contractor's failure to perform arises out of a Force Majeure Event, Contractor agrees to use reasonable efforts to obtain goods or services from other

sources, if applicable, and to otherwise take reasonable steps to mitigate the damages and reduce the delay caused by such Force Majeure Event.

- (c) In the event a Force Majeure Event continues for more than fifteen (15) days, County may terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Sections 11 (Service Levels) (to the extent impacted by the Force Majeure Event), 19 (Confidentiality), 20 (Security), and 22 (Disaster Recovery/Business Continuity) or any Service Levels expressly identified in a Statement of Work (to the extent impacted by the Force Majeure Event).

32.2 UCITA; SELF-HELP REMEDIES

The Uniform Computer Information Transactions Act (“UCITA”) shall not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the laws of any jurisdiction whose laws may be deemed to apply. In the event that UCITA is adopted and enacted in California or any other jurisdiction whose laws may be deemed to apply and, as a result of such adoption and enactment or any subsequent amendment thereto, the Parties are required to take any action to effectuate the result contemplated by this provision, including amending this Agreement, the Parties agree to take such action as may be reasonably required, including amending this Agreement accordingly. Contractor expressly waives any rights it may have under any applicable law to exercise any means of self-help, electronic or otherwise, with respect to any software provided hereunder, including any self-help remedies provided for under UCITA regardless of when and howsoever adopted, enacted or further amended under the laws of any jurisdiction whose laws may be deemed to apply.

32.3 NOTICES

- (a) All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the Parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified United States mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified United States mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either Party by giving ten (10) days prior written notice thereof to the other Party.
- (b) Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.
- (c) All notices shall be sent by one of the methods specified above, to the following:
 - (i) To County, notices shall be sent to the attention of the County Project Manager, County Project Director and County Director of Contracts and Grants at the respective addresses specified in Exhibit X (County Key Personnel).
 - (ii) To Contractor, notices shall be sent to the attention of the Contractor Project Manager at the address specified in Exhibit J (Contractor Key Personnel).

- (d) Each Party may change the names of the people designated to receive notices pursuant to this Section O (Notices) by giving written notice of the change to the other Party, subject to County's right of approval in accordance with Section 10.1 (Project Team).

32.4 INTERPRETATION

- (a) All Exhibits, Statement(s) of Work, Attachments, and Schedules that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement and by their express terms are to be part of this Agreement, are hereby incorporated by reference. The Exhibits, Statement(s) of Work, Attachments, and Schedules set forth in the Exhibit list above are attached hereto and incorporated herein.
- (b) In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, Deliverable, goods, service, or other Service, or otherwise, between or among any of the body of this Agreement (For purposes of determining conflicts between parts of this Agreement, Exhibit N (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement), Statement of Work, Exhibits, Attachments, and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Statement(s) of Work, Exhibits, Attachments, and Schedules according to the following descending priority:
 - (i) Exhibit G (Glossary);
 - (ii) Exhibit A (Statement of Work);
 - (iii) Exhibit E (Service Levels and Performance Standards);
 - (iv) Exhibit C (Fees; Contractor Professional Services Rates);
 - (v) Contractor's response to the RFP; and
 - (vi) All other Exhibits, Attachments and Schedules.
- (c) When an industry standard or commonly referenced business process (such as HL7 protocols, SSAE 16 Type II audits or ISO-17799 standards) referenced in this Agreement, is succeeded by a differently named or numbered standard or process, that successor standard or process is incorporated herein as if it were referenced by its new name or number in this Agreement.

32.5 ENTIRE AGREEMENT

This Agreement and the Statement(s) of Work, Exhibits, Attachments, and Schedules to this Agreement, and any Contractor responses to the RFP, as to its subject matter, exclusively and completely states the rights, duties, and obligations of the Parties, and supersedes any and all prior and contemporaneous representations, letters, proposals, discussions, agreements, and understandings, whether written or oral, by or between the Parties. This Agreement may only be amended in a writing signed by both Parties in accordance with Section 13 (Changes to Agreement). The Parties, by their representatives signing below, agree with the terms of this Agreement. In particular, no shrink-wrap, click-wrap, or other terms and conditions or agreements ("Additional Terms") provided with any products or software hereunder shall be binding on County, even if use of such products and software requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by County in their entirety.

32.6 WAIVERS

No waiver by the County or Contractor of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County or Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

32.7 GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

32.8 COMPLIANCE WITH APPLICABLE LAWS

- (a) In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- (b) Contractor shall indemnify, defend, and hold harmless County, and its officers, employees, and agents, from and against any and all third party claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, or its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Section 32.8 (Compliance with Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

32.9 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to Contractor's Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to the County Project Director in accordance with Section 32.3 0 (Notices).

32.10 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit S (Contractor's EEO Certification).

32.11 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- (a) Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- (b) Contractor shall certify to, and comply with, the provisions of Exhibit S (Contractor's EEO Certification).
- (c) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (d) Contractor certifies and agrees that it will deal with its subcontractors, bidders, and vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- (e) Contractor certifies and agrees that it, and its affiliates, subsidiaries, and holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- (f) Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 32.11 (Nondiscrimination and Affirmative Action) when so requested by the County.
- (g) If the County finds that any provisions of this Section 32.11 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal

Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

- (h) The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

32.12 CONSTRUCTION

All captions and paragraph headings used in this Agreement are for reference purposes only and are not part of this Agreement, and shall not be used in construing this Agreement. Neither this Agreement nor any Statement of Work, Exhibit, Attachment, or Schedule will be construed in favor or against either Party by reason of the authorship of any provisions hereof.

32.13 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

32.14 AGREEMENT DRAFTED BY ALL PARTIES

This Agreement is the result of arm's length negotiations between the Parties. Consequently, each Party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

32.15 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

32.16 DAYS

Unless expressly provided otherwise, all references to "days" refer to calendar days.

32.17 ASSIGNMENT AND DELEGATION

32.17.1 ASSIGNMENT BY CONTRACTOR

- (a) Contractor shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of County. For purposes of this Section, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. County agrees not to unreasonably withhold approval of a request for consent under this Section 32.17.1 (Assignment by Contractor). Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- (b) Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange,

assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

- (c) Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement.

32.17.2 ASSIGNMENT BY COUNTY

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

32.18 COOPERATION IN REGULATORY COMPLIANCE

Contractor shall reasonably cooperate with County with regard to regulatory compliance matters relating to the Licensed Software, Services, and/or Deliverables. Such cooperation shall include, but is not limited to, the following: (a) responding in good faith to reasonable requests to change or modify this Agreement as set forth in Section 13 (Changes to Agreement) as it relates to County's regulatory compliance; and (b) providing documentation, including system audit information and incident response reports, to validate ongoing compliance by Contractor with its security and confidentiality obligations hereunder. Additionally, on request by County, Contractor shall submit to County all, or any portion of, Work Product and/or Contractor Background Intellectual Property (each as defined in Section 18 (Intellectual Property)) for County's review for regulatory compliance and shall not make the material publicly available until such time as County has provided its written authorization.

32.19 TERMINOLOGY

All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, Subsection, or other subpart. The words "include," "includes," "included," "including," "without limitation," or the phrase "e.g." shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

32.20 ELECTRONIC SIGNATURES AND FACSIMILES - BINDING

This Agreement and associated Statement(s) of Work and related documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Contractor's acceptance will be deemed binding between the Parties. Contractor acknowledges and agrees it will not contest the validity or enforceability of this Agreement and associated Statement(s) of Work and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Contractor further

acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and associated Statement(s) of Work and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

32.21 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the Term of this Agreement and for a period of one (1) year thereafter, neither Party shall in any way intentionally induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through a public announcement or general solicitation.

32.22 CONTRACTOR PERSONNEL INJURIES

In the event Contractor Personnel are injured or hurt while rendering the Services, whether onsite at County or otherwise, Contractor's workers compensation coverage shall be the exclusive remedy for the Contractor Personnel as it relates to County and neither the Contractor Personnel nor the relevant workers compensation insurer shall have any right to subrogation, contribution, or compensation from County. Further, Contractor hereby agrees to fully indemnify, defend, and/or hold harmless County and its directors, officers, agents, employees, members, subsidiaries, and successors in interest from any and all third party claims, demands, causes of action, damages, and injuries of whatsoever nature brought, claimed, or suffered by any Contractor Personnel relating to any such injuries or harm. Should County be required to bring an action against Contractor for Contractor's failure to meet the obligations described herein, County may seek recovery of all reasonable attorneys' fees and costs incurred in enforcing this provision.

32.23 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

32.24 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

32.25 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

32.26 PUBLIC RECORDS ACT

- (a) Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 15.10 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as any documents that may have been submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- (b) In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Any legal defense pursuant to Contractor's indemnification obligations under this Section 32.26(b) (Public Records Act) shall be conducted by Contractor and performed by counsel selected by Contractor, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

32.27 CONFLICT OF INTEREST

- (a) No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- (b) Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Agreement.

32.28 CONTRACTOR RESPONSIBILITY AND DEBARMENT

32.28.1 RESPONSIBLE CONTRACTOR

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

32.28.2 CHAPTER 2.202 OF THE COUNTY CODE

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

32.28.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (a) violated a term of a contract with the County or a nonprofit corporation created by the County; (b) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (c) committed an act or offense which indicates a lack of business integrity or business honesty; or (d) made or submitted a false claim against the County or any other public entity.

32.28.4 CONTRACTOR HEARING BOARD

- (a) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- (c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation

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

- (d) If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of the County. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of the County.
- (e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an

appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- (f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

32.28.5 SUBCONTRACTORS OF CONTRACTOR

These terms shall also apply to subcontractors of County contractors.

32.29 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

32.30 EMPLOYMENT ELIGIBILITY VERIFICATION

- (a) Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- (b) Contractor shall indemnify, defend, and hold harmless, the County, and its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

32.31 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

32.31.1 JURY SERVICE PROGRAM

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections

2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit T.2 (Jury Service Ordinance) and incorporated by reference into and made a part of this Agreement.

32.31.2 WRITTEN EMPLOYEE JURY SERVICE POLICY.

- (a) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- (b) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by the County, or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- (c) If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- (d) Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach,

County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32.32 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

32.33 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- (a) Should the Contractor require additional or replacement personnel performing Services in California after the Effective Date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- (b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

32.34 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- (a) Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- (b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

32.35 SAFELY SURRENDERED BABY LAW

32.35.1 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

32.35.2 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit T.1 (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

32.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015 (attached as Exhibit T.3 (IRS Notice 1015)).

32.37 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

32.37.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

32.37.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 32.37.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

32.38 RESTRICTIONS ON LOBBYING

32.38.1 FEDERAL FUNDS PROJECT

If any Federal funds are to be used to pay for any of Contractor's Services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

32.38.2 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement at County's option, either for material breach under Section 29.2 (Termination for Material Breach) of this Agreement or for convenience under Section 29.6 (Termination for Convenience) of this Agreement.

32.39 STAFF PERFORMANCE WHILE UNDER INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair his/her physical or mental performance.

32.40 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, including Section 32.1 (Force Majeure), full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

32.41 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals,

employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

32.42 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

32.43 TIME OFF FOR VOTING

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

32.44 CONTRACTOR ALERT REPORTING DATABASE (CARD)

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

32.45 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

32.46 RATIFICATION OF REPRESENTATIONS OF ALLSCRIPTS HEALTHCARE, LLC

All representations by Allscripts Healthcare, LLC under the Agreement, and in connection with the RFP, including, but not limited to the RFP Transmittal Letter, are hereby deemed to be made, and ratified, by Allscripts Healthcare Solutions, Inc.

[Signature Page Follows]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

**COUNTY OF LOS ANGELES
("County")**

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

**ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
("Contractor")**

By: _____
Name: _____
Title: _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Edward T. Yen
Senior Deputy County Counsel



Exhibit A (Statement of Work)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT A**STATEMENT OF WORK****Table of Contents**

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1. Introduction.

This Exhibit A (Statement of Work) (sometimes referred to in this Exhibit as “**this SOW**”) is an attachment and addition to the MCCS Agreement dated July 20, 2016 (“**Agreement**”) entered into by and between County of Los Angeles (“**County**”) and Allscripts Healthcare Solutions, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the same meanings as used in the Agreement.

All of the tasks, Subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This SOW aggregates tasks and Subtasks that are a subset of both the broad definition of Services set forth in the Agreement, and the specific Services associated with this SOW. Whether or not additional Services, not specifically included in any Statement of Work, are needed to successfully deliver the Licensed Software as required under the Agreement, such Services are required to be delivered by Contractor and are included in the Contract Sum as provided in Section 14.1 (Maximum Contract Sum) of the Agreement.

This SOW provides a description of the nature of the work required, but does not provide an exhaustive list of every task or Subtask necessary for completion of this Exhibit A (Statement of Work). The completion of any Services in a period of time shorter or longer than that specified below shall not increase the Contract Sum.

2. SOW Summary.

2.1 Overview.

This SOW will provide the activities for the System implementation. Included in these implementation activities are: (a) project management, planning, coordination and task integration (“Tasks” and “Subtasks”) to be used to manage all the Services; (b) analysis of County current state workflow, and design and configuration of the System; (c) data conversion; (d) training; (e) build, test and installation of Licensed Software and Interfaces; (f) System deployment; and (g) support.

2.2 SOW Team Structure and Resources.

Contractor will provide a Project Staffing and Resource Management Plan. This plan will be utilized to establish fully loaded (identification of FTE equivalent or hours for all resources by Key Milestone) Contractor resource staffing commitments and to detail specific County resources which will guide County on how best to allocate and deploy staff to this project. Notwithstanding the forgoing, this is a fixed fee engagement and the Contractor resources identified in the Project Staffing and Resource Management Plan do not limit the resources that may be required by Contractor.

2.3 Critical Success Factors.

A number of factors are deemed critical to overall project success. The Parties acknowledge that the following factors are critical to the success of this project:

Strong Project Management – Effectively managing the Services provided under the Agreement to the Project Work Plan and results to be achieved and managing issues, driving decisions, risk, dependencies, and resources in a manner to achieve the Project Work Plan and the results.

Open Communication and Clearly Defined Governance Structure – Good and open communication must be established early. Governance, committee structure, and committee members must be defined early. Meeting schedules must also be established for the length of the project.

Executive Leadership Involvement – It is imperative that executive leadership from County and Contractor be involved in the project governance and meet at regular intervals to discuss the project’s progress and reach agreement on any key decisions that have been escalated to their level.

2.4 Schedule.

The commencement date for this Exhibit A (Statement of Work) will begin upon the Effective Date of the Agreement. This SOW is scheduled to be completed at the conclusion of the project upon the Acceptance by the County project leadership of the Deliverables in this Exhibit A (Statement of Work). Scheduled commencement dates, scheduled completion dates, and anticipated durations for tasks and sub-tasks will be developed as part of Project Control Document.

3. General Responsibilities

For the Services described in this SOW:

(a) The Services will be performed by Contractor on-site at sites designated by County and off-site at location(s) as agreed by the Parties in writing for specific activities.

(b) Contractor will provide designated full-time key project leadership members available to deliver the Services at least during normal business hours, 8:00 AM to 5:00 PM, Pacific Time, Monday through Friday, except County and Contractor recognized holidays, unless otherwise agreed by the Parties in writing.

(c) Contractor will utilize its preferred implementation methodology, templates, and other tools as required to support the efficient and cost effective execution of the Services defined in this SOW to the extent its preferred implementation methodology is not inconsistent with the Agreement. This includes use of Contractor's knowledge capital databases and other repositories of Deliverables and intellectual capital from previous client experiences.

(d) Contractor will provide all Services in English.

3.1 Contractor Project Manager Responsibilities.

Contractor will designate a Contractor Project Manager to whom all County communications may be addressed and who has the authority to represent and commit Contractor in connection with all aspects of this SOW.

The Contractor Project Manager's obligations include:

(a) Establish and maintain communications through the County Project Manager and project governance structure;

(b) Manage the delivery of Services and Service Interdependencies;

(c) Notify County of any Contractor focal point or contacts for specific activities or tasks;

(d) Manage and maintain the Project Work Plan which lists, as appropriate, the activities, tasks, assignments, Service Interdependencies, Key Milestones, Deliverables, and schedule;

(e) Measure, track, and evaluate progress against the Project Work Plan;

(f) Work with the County Project Manager to resolve deviations, if any, from the Project Work Plan;

(g) Coordinate and manage the activities of Contractor Personnel;

(h) Report to the County Project Manager problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;

- (i) Coordinate resolution of all Service issues, including those raised by the County Project Manager and, as necessary, escalate such issues within the Contractor organization;
- (j) Administer the Project Control Document with the County Project Manager;
- (k) Conduct regularly scheduled project status meetings and prepare weekly status reports for the Services defined in this SOW; and
- (l) Assist in the preparation and conduct of monthly steering committee updates.

Contractor will perform these activities throughout the provision of the Services.

3.2 Specific County Tasks.

(a) County Project Manager Responsibilities.

The County Project Manager will:

- (1) Serve as the primary interface between the Contractor Project Manager and County for the tasks and Deliverables set forth in this SOW;
- (2) Review this SOW and the responsibilities of both County and Contractor with the Contractor Project Manager;
- (3) Coordinate, manage, and be responsible for the control of the activities of County personnel for this SOW;
- (4) Communicate to the Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;
- (5) Coordinate with Contractor Project Manager on Contractor's efforts to resolve problems and issues related to the Services set forth in this SOW;
- (6) Work with the Contractor Project Manager to resolve deviations, if any, from the Project Work Plan related to this SOW;
- (7) Coordinate resolution of issues raised by the Contractor Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization;

(8) Serve as the interface between Contractor’s project team and all County departments participating in activities for the Services set forth in this SOW;

(9) Notify Contractor of any County focal point or contacts for specific activities or tasks related to this SOW;

(10) Ensure that tasks related to this SOW assigned to personnel within the County organization will be completed according to the timetable in the Project Work Plan; and

(11) Participate in selected project status meetings with Contractor project team members and schedule and coordinate attendance and participation of County personnel for interviews, meetings, and work sessions related to the completion of this SOW.

County may change the County Project Manager by providing notification to the Contractor Project Manager with an introduction and handoff meeting to establish plans for a smooth transition.

(b) Other County Responsibilities.

County agrees to comply with its responsibilities as described in this SOW.

County will:

(1) Provide County standard and available office space, furniture, access to the Internet and provision of County device supporting VPN for Contractor Personnel while working at County’s facilities;

(2) Locate the Contractor Personnel in an area near County subject matter experts and technical personnel, where feasible;

(3) Provide necessary security badges and clearances for Contractor Personnel working at County’s facilities; and

(4) Make available staff with appropriate skills and experience to deliver County tasks as specifically set forth in this SOW.

4. Deliverable Development and Approval Process

This section specifies a repeating process for developing Deliverables for this SOW. Each Deliverable shall be developed in accordance with the following Contractor obligations, which shall be Sub-tasks to each individual Task:

(a) All Deliverables must be developed in the form and format agreed to by County and Contractor using a Deliverables Expectations Document (also referred to as

a “DED”) approved by County. No work will be performed on any Deliverable associated with a payment milestone until the DED has been Approved by County. As each Deliverable is submitted, Contractor must include a copy of the DED as the cover sheet. A template to be used for each DED during this project can be found in Section 6 (Project Deliverable Expectations Document Template) of this SOW.

(b) Develop agendas, and coordinate scheduling with County, for all necessary events (e.g., workshops, meetings) for the production of the Deliverable.

(c) Facilitate events (e.g., workshops, meetings) as required for the development of each Deliverable.

(d) Record and analyze the input received from all events (e.g., workshops, sessions, meetings, and all events) and distribute results or minutes for review to event participants.

(e) Prepare drafts of the Deliverables for County for review.

(f) Provide a structured process for County to provide feedback on drafts, including events, as appropriate.

(g) Compile and incorporate County feedback to the draft Deliverables and prepare revised Deliverables.

(h) Distribute the revised Deliverables to County for review; obtain and analyze County feedback as above, and repeat if necessary.

(i) Complete a final version of the Deliverables including, prior to distribution for Approval by County, validation by Contractor that the Deliverable conforms to the Specifications and meets the Acceptance Criteria.

After receipt of a Deliverable from Contractor, the County Project Manager or designee shall notify the Contractor Project Manager and assigned project team resources in writing as to any specific changes requested (together with a reasonably detailed explanation of the reasons why the Deliverable should be modified) in as expeditious a time frame as possible given the nature of the Deliverable and the schedule. Unless a change is disputed, Contractor shall make all changes described in a timely manner so as to not adversely impact the schedule under the Project Work Plan. Upon completion of such changes, the Deliverable shall be provided to County with a request for Acceptance. County shall notify Contractor of its Acceptance or rejection in a timeframe that is practical and reasonable given the nature, criticality, and complexity associated with the testing/review.

5. Tasks

Contractor shall be responsible for performing the following Tasks as to the Services to be provided under this SOW.

5.1 Project Management, Planning, Coordination and Task Integration.

Task 1 Complete Project Control Document
Task Description

Task 1 Complete Project Control Document

Contractor will complete a Project Control Document (“PCD”) with input from the appropriate County executives and personnel. Following County Approval of the PCD, it will be used by Contractor and County to manage, track, and evaluate project performance.

The PCD will address, among other subjects:

- Project Work Plan (“PWP”)*
- Error Management Plan (“EMP”)
- Project Communications Plan
- Risk Management Plan*
- Project Staffing and Resource Management Plan*
- Configuration and Technology Change Management Plan (“CTCMP”)
- Issue Management Plan
- Quality Management Plan

Items marked with a * are required prior to Effective Date of Agreement.

Personnel Requirements

- Contractor Key Resources
 -
- County Key Resources
 -

Subtasks/Deliverables

Subtask 1.1 Develop Project Control Document Framework

The PCD framework will provide the overall structure and procedures which will be used by Contractor and County to manage, track, and evaluate project performance.

The PCD must define the process for managing the Project Work Plan and, at a minimum, address:

- Licensed Software methodology and tools;
- Schedule and milestone tracking methodology;
- Licensed Software performance measures during the project;
- Critical path identification and dependencies;
- Resource allocation methodology; and
- Methodology to account for Licensed Software Revisions during the course of the project.

Contractor will develop a draft PCD framework and submit it to County for review and feedback. The PCD framework will address all components

Deliverable 1.1 Project Control Document Framework

- PCD framework.

Acceptance Criteria:

- PCD framework incorporates, and is consistent with, County-provided feedback.
- PCD framework has been Approved by County.

Task 1 Complete Project Control Document	
<p>of the PCD and include an outline and/or table of contents for all sub-components of the PCD.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the PCD framework and submit a final version to County for Approval.</p>	
<p>Subtask 1.2 Develop Project Work Plan</p> <p>Contractor will develop a PWP that lists, as further detailed below, all Tasks and Subtasks listed in this SOW, and any others as required to deliver the Services. The PWP will be developed in Microsoft Project.</p> <p>The PWP will, at a minimum, include:</p> <ul style="list-style-type: none"> • Deliverables, Tasks, and Subtasks; • Associated dependencies among Deliverables, Tasks, and Subtasks; • Resources assigned to each Deliverable, Task, and Subtask; • Start date and date of completion for each Deliverable, Task, and Subtask; and • Identification of the grouping of each Task or grouping of Tasks and Deliverables to specific milestones and Key Milestones. <p>Contractor will develop a draft PWP and submit to County for review and feedback.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the PWP and submit a final version to County for Approval.</p>	<p>Deliverable 1.2 Project Work Plan</p> <ul style="list-style-type: none"> • Project Work Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final PWP incorporates, and is consistent with, County-provided input. • Final PWP addresses all required elements described in Subtask 1.2 (Develop Project Work Plan). • Final PWP has been Approved by County.
<p>Subtask 1.3 Develop Error Management Plan</p> <p>Contractor will develop an EMP that documents, as further detailed below, the approach to Error management, including methodology, recommended tool(s) and escalation processes.</p> <p>Contractor will develop a draft EMP and submit to County for review and feedback.</p> <p>The EMP, at a minimum, will include:</p> <ul style="list-style-type: none"> • Definitions of different severity (or criticality) levels for Errors; • Communication paths, processes, and time frames for dealing with different Error levels; • Tools for tracking and reporting on Errors and 	<p>Deliverable 1.3 Error Management Plan</p> <ul style="list-style-type: none"> • Error Management Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final EMP incorporates, and is consistent with, County-provided input. • Final EMP addresses all required elements described in Subtask 1.3 (Develop Error Management Plan). • Final EMP has been Approved by County.

Task 1 Complete Project Control Document	
<p>Error resolution; and</p> <ul style="list-style-type: none"> • Tools for capturing and methods of communicating “project lessons” to minimize the repetition of Errors. <p>Contractor will review and incorporate County feedback and proposed changes into the EMP and submit a final version to County for Approval.</p>	
<p>Subtask 1.4 Develop Project Communications Plan</p> <p>Contractor will provide documents that include frameworks, templates, approach, guidelines, Best Practices, and sample content, including:</p> <ul style="list-style-type: none"> • Recommendations for approaches to create awareness tailored to each County stakeholder’s category; • Recommendations for implementing communications, including access to a comprehensive library or collection of examples; • Recommendations for the role of communications in the overall organizational change effort; and • Communication activities that address: <ul style="list-style-type: none"> • Target audiences; • Communications content; • Communication channels; • Messengers; and • Frequency. <p>Contractor will review County’s documented Project Communications Plan and provide written recommendations for improvement.</p>	<p>Deliverable 1.4 Project Communications Plan</p> <ul style="list-style-type: none"> • Project Communication Plan frameworks, templates and Best Practices. • Sample content (e.g., communications matrix). • Recommendations for improvement of County draft Project Communications Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Project Communications Plan frameworks, templates and Best Practices include all required elements described in Subtask 1.4 (Develop Project Communications Plan).
<p>Subtask 1.5 Develop Risk Management Plan</p> <p>Contractor will develop a comprehensive Risk Management Plan that documents, at a minimum, the following:</p> <ul style="list-style-type: none"> • Approach to risk analysis (the evaluation of risks and risk interactions to assess the range of possible project outcomes); • Risk mitigation (the identification of ways to minimize or eliminate project risks); • Process and frequency for assessing established risk analysis and mitigation 	<p>Deliverable 1.5 Risk Management Plan</p> <ul style="list-style-type: none"> • Risk Management Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Risk Management Plan incorporates, and is consistent with, County-provided input. • Final Risk Management Plan addresses all required elements described in Subtask 1.5 (Develop Risk Management Plan).

Task 1 Complete Project Control Document	
<p>approaches;</p> <ul style="list-style-type: none"> • Risk tracking/control (methods to ensure that all steps of the risk management process are being followed and, risks are being mitigated effectively); and • Process for risk communication to County and within Contractor’s organization and escalation. <p>Contractor will develop a draft Risk Management Plan and submit it to County for review and feedback.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the Risk Management Plan and submit a final version to County for Approval.</p>	<ul style="list-style-type: none"> • Final Risk Management Plan has been Approved by County.
<p>Subtask 1.6 Develop Project Staffing and Resource Management Plan</p> <p>Contractor will develop a Project Staffing and Resource Management Plan that, at a minimum, includes:</p> <ul style="list-style-type: none"> • Fully loaded Contractor resource staffing commitments (i.e., identification of FTE equivalent or hours for all resources by Key Milestone); • Project Organizational Chart that aligns with MCCS implementation work streams documented in this SOW; • Mapping of staffing to the roles, responsibilities, and activities of the PWP; • Reporting relationships; and • Description of other resources such as conference rooms, training rooms, connectivity, calendars, etc. <p>Contractor will develop a draft Project Staffing and Resource Management Plan and submit it to County for review and feedback.</p> <p>Contractor will incorporate County feedback and proposed changes into the Project Staffing and Resource Management Plan and submit a final version to County for Approval.</p>	<p>Deliverable 1.6 Project Staffing and Resource Management Plan</p> <ul style="list-style-type: none"> • Project Staffing and Resource Management Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Project Staffing and Resource Management Plan incorporates, and is consistent with, County-provided input. • Final Project Management and Staffing Plan addresses all required elements described in Subtask 1.6 (Develop Project Staffing and Resource Management Plan). • Final Project Staffing and Resource Management Plan has been Approved by County.
<p>Subtask 1.7 Develop Configuration and Technology Change Management Plan</p>	<p>Deliverable 1.7 Configuration and Technology Change Management Plan</p>

Task 1 Complete Project Control Document	
<p>Contractor will provide a CTCMP that defines the process for managing changes to the MCCA, including software and hardware components. The CTCMP will address, among other subjects:</p> <ul style="list-style-type: none"> • A proposed strategy for implementing and maintaining separate Production, Staging/QA, Development/Test, Training, and Disaster Recovery environments. • Servers and network devices on Contractor premises; and • Operating system software and tools which reside on devices on Contractor premises. <p>Contractor will provide its current change management policy/procedure, develop a draft CTCMP and submit to County for review and feedback.</p> <p>Contractor will review and incorporate County specific information on communications and processes into the CTCMP and submit a final version to County for Approval.</p>	<ul style="list-style-type: none"> • Configuration and Technology Change Management Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final CTCMP incorporates County specific information on communication and processes. • Final CTCMP addresses all required elements described in Subtask 1.7 (Develop Configuration and Technology Change Management Plan). • Final CTCMP has been Approved by County.
<p>Subtask 1.8 Develop Issues Management Plan</p> <p>The Issues Management Plan will allow for the tracking and prioritizing of issues, defining and documenting action plans for issue resolution, and identifying issue owners who are responsible for driving the issue to resolution.</p> <p>Contractor will draft an Issues Management Plan which will include descriptions of processes and tools for at least the following items:</p> <ul style="list-style-type: none"> • Issue identification (including dates); • Issue categorization; • Severity; • Impact; • Approach to resolution; • Identification of individuals responsible for issue resolution; • Expected resolution date; and • Escalation. <p>Contractor will submit the Issues Management Plan to County for review and feedback.</p> <p>Contractor will incorporate County feedback and</p>	<p>Deliverable 1.8 Issues Management Plan</p> <ul style="list-style-type: none"> • Issues Management Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Issues Management Plan incorporates, and is consistent with, County-provided input. • Final Issues Management Plan addresses all required elements described in Subtask 1.8 (Develop Issues Management Plan). • Final Issues Management Plan has been Approved by County.

Task 1 Complete Project Control Document	
<p>proposed changes into the Issues Management Plan and submit a final version to County for Approval.</p>	
<p>Subtask 1.9 Develop Quality Management Plan Contractor will develop a Quality Management Plan that documents Contractor’s approach and methodology for quality assurance of Deliverables. The Quality Management Plan, at a minimum, must include:</p> <ul style="list-style-type: none"> • Contractor roles and responsibilities with respect to quality management; • Quality control criteria and metrics; • Process to detect quality issues related to quality; and • Process for quality issue resolution. <p>Contractor will draft a Quality Management Plan and submit to County for review and feedback. Contractor will incorporate County feedback and proposed changes into the Quality Management Plan and submit a final version to County for Approval.</p>	<p>Deliverable 1.9 Quality Management Plan</p> <ul style="list-style-type: none"> • Quality Management Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Quality Management Plan incorporates, and is consistent with, County-provided input. • Final Quality Management Plan addresses all required elements described in Subtask 1.9 (Develop Quality Management Plan). • Final Quality Management Plan has been Approved by County.
<p>Subtask 1.10: Develop Project Control Document Contractor will compile all Deliverables developed as part of Task 1 (Complete Project Control Document) in a comprehensive Project Control Document. The PCD must include all of the following:</p> <ul style="list-style-type: none"> • Project Work Plan; • Error Management Plan; • Project Communications Plan; • Risk Management Plan; • Project Staffing and Resource Management Plan; • Configuration and Technology Change Management Plan; • Issue Management Plan; and • Quality Management Plan. <p>The Contractor will draft a PCD and submit to County for feedback.</p>	<p>Deliverable 1.10 Project Control Document</p> <ul style="list-style-type: none"> • Project Control Document. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Project Control Document incorporates, and is consistent with, County-provided input. • Final Project Control Document addresses all required elements described in Subtask 1.10 (Develop Project Control Document). • Final Project Control Document has been Approved by County. • Final Project Control Document completed and Approved prior to project startup gateway.

Task 1 Complete Project Control Document

<p>The Contractor will incorporate County feedback and proposed changes into the PCD and submit a final version to County for Approval.</p>	
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Task 2 Develop Technology Plan

Task Description

The purpose of the Technology Plan is to identify and document the technical requirements for the M CCS, including end-user hardware devices, and WAN and LAN requirements for the successful implementation and operation of the M CCS.

Personnel Requirements

- Contractor Key Resources
 -
- County Key Resources
 -

Subtasks/Deliverables

<p>Subtask 2.1 Conduct Technical Assessment</p> <p>Contractor will facilitate a session with County stakeholders to review the process for County to conduct an assessment of the County technical environment and determine County’s readiness for the implementation of the M CCS. The session will include:</p> <ul style="list-style-type: none"> • High-level overview of the M CCS, including Licensed Software and Third Party Property; and • Technical walkthrough of the M CCS, Licensed Software and Third Party Property architecture. <p>Contractor will support County in conducting data gathering and develop a draft Technical Assessment including current state analysis. Contractor will review and provide input and recommendations for future state needs. The Technical Assessment will include:</p> <ul style="list-style-type: none"> • Current state technical environment; • Technical and infrastructure requirements at County facilities; • Gap between current and future state; • Risk analysis and mitigation; and • Technology recommendations with options for closing gaps. 	<p>Deliverable 2.1 Technical Assessment</p> <ul style="list-style-type: none"> • Technical Assessment. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Technical Assessment incorporates, and is consistent with, County-provided input. • Final Technical Assessment addresses all required elements described in Subtask 2.1 (Conduct Technical Assessment). • Final Technical Assessment is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been approved by County.
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Task 2 Develop Technology Plan	
<p>Contractor will support the Technical Assessment data collection process as follows:</p> <ul style="list-style-type: none"> • Identify systemic issues related to completion of Technical Assessment data gathering (e.g., time management, complexity, data quality, training issues) and provide County with recommendation for addressing them (e.g., through additional training, augmenting resources). • Provide additional resources to the address issues and recommendations above (the resources are to be as determined necessary to support the project through the governance process defined in this SOW.) <p>Contractor Project Manager will be available for ad hoc calls and support by email. Immediate requests for support will be routed to another Contractor designee if the Contractor Project Manager is unavailable.</p> <p>Contractor will facilitate a review session of the Technical Assessment with County and collect feedback and additional input as required to finalize the Technical Assessment.</p> <p>Contractor will incorporate County feedback and proposed changes into the Technical Assessment and submit a final version to County for Approval.</p>	
<p>Subtask 2.2 Develop Technology Plan</p> <p>Based on the Technology Assessment, Contractor will provide input and recommendations for County to develop a Technology Plan, which includes a representation of the required end-to-end technology components to ensure a successful implementation of the MCCS.</p> <p>The Technology Plan will describe the overall components of the infrastructure required on County premises including at a minimum:</p> <ul style="list-style-type: none"> • Required network and communication for connectivity between County systems and Contractor hosted MCCS. <p>Contractor will review the County developed Technology Plan and provide written feedback and recommendations based on Contractor experience and industry best practices.</p>	<p>Deliverable 2.2 Technology Plan</p> <ul style="list-style-type: none"> • Input and recommendations into County Technology Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Recommendations into Technology Plan incorporate, and are consistent with, County-provided input.

Task 3 Develop Training Plan	
Task Description	
<p>The Training Plan documents Contractor’s approach to training, and the support that Contractor will provide throughout the project to prepare County for deployment and post production support of the MCCS, Licensed Software and Third Party Property.</p> <p>The Training Plan will be developed in accordance with the Section 9.5 (Training) of the Agreement.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 3.1 Develop Training Plan</p> <p>Contractor will document a Training Plan that outlines each of the activities that together make up Training Program for the MCCS, Licensed Software, Third Party Property and process changes. This includes at a minimum:</p> <ul style="list-style-type: none"> • Events to educate County on: <ul style="list-style-type: none"> • Leading strategic change; • System review; • Design review; • System validation; • Support training; • Super User development; and • End User training. • Defined and documented categories of County users to be trained; • Recommended approach for conducting user training (Train-the-Trainer, classroom, simulated environment, etc.); • Learning tools; • Training methodologies and modalities; • Contractor and County resources required; • Role for Contractor, County, and third-party resources; • Relationships and interdependencies among events; and • Goals and expected outcomes. <p>Contractor will draft a Training Plan and submit to County for review and feedback.</p>	<p>Deliverable 3.1 Training Plan</p> <ul style="list-style-type: none"> • Training Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Training Plan incorporates, and is consistent with, County-provided input. • Final Training Plan addresses all required elements described in Task 3.1 (Develop Training Plan). • Final Training Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been approved by County.

Task 3 Develop Training Plan	
Contractor will incorporate County feedback and proposed changes into the Training Plan and submit a final version to County for Approval.	
Task 4 Develop Testing Plan	
Task Description	
Provide a Testing Plan that describes the approach and processes that will be used to fully test all components of the MCCS.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 4.1 Develop Testing Plan</p> <p>Contractor will document a Testing Plan with County input and participation that, at a minimum, includes:</p> <ul style="list-style-type: none"> • Identification of all tests (e.g., unit, system, integration, end-to-end, interface, device integration, user acceptance, data migration, performance (including stress and volume), regression, downtime procedures, and security), including a description of the purpose of each test and a high-level test schedule; • Tools, resources, and facilities required to support testing; • Artifacts that need to be created, such as scripts, test data, and scenarios; • Contractor and County roles and responsibilities; • Processes for update, revision, change, build, and version control; and • Testing implications based on the County-selected deployment approach. <p>Contractor will develop a draft Testing Plan and submit to County for review and feedback.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the Testing Plan and submit a final version to County for Approval.</p>	<p>Deliverable 4.1 Testing Plan</p> <ul style="list-style-type: none"> • Testing Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Testing Plan incorporates, and is consistent with, County-provided input. • Final Testing Plan addresses all required elements described in Subtask 4.1 (Develop Testing Plan). • Final Testing Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been approved by County.

Task 5 Conduct Project Kickoff	
Task Description	
<p>Contractor will conduct a comprehensive introduction to the project and hold a kickoff session at a County location to formally launch the project.</p> <p>Topics at the kickoff will include project goals, overview, timeline, project approach, and project team roles.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 5.1 Conduct Project Kickoff</p> <p>County and Contractor will develop and discuss the approach, modality, format, and venue for the Project Kickoff.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Prepare an agenda and develop draft presentation materials for the Project Kickoff that include at a minimum: <ul style="list-style-type: none"> • Project goals, including alignment with MCCS Business Objectives; • Project overview; • Project timeline; • Project approach; and • Contractor and County project team roles. • Incorporate County feedback and recommendations and finalize the Project Kickoff presentation materials; and • Conduct the Project Kickoff in collaboration with County project leadership. <p>Contractor will, in collaboration with County, hold the Project Kickoff.</p> <p>After the Project Kickoff, Contractor will:</p> <ul style="list-style-type: none"> • Submit a draft Project Kickoff Event Summary Report for County review and input; • Review and incorporate County feedback and proposed changes into the Project Kickoff Event Summary Report; and • Submit a final Project Kickoff Event Summary 	<p>Deliverable 5.1 Project Kickoff</p> <ul style="list-style-type: none"> • Agenda/schedule for Project Kickoff. • Attendance sheet/roster of participants for Project Kickoff. • Project Kickoff presentation materials. • Project Kickoff Event Summary Report. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Project Kickoff presentation and agenda addresses all required elements described in Task 5.1 (Conduct Project Kickoff). • Final Project Kickoff Event Summary Report incorporates feedback received at the Kickoff Event, and is consistent with, County-provided input. • Project Kickoff presentation and agenda has been approved by County. • Project Kickoff Event Summary Report has been Approved by County.

Task 5 Conduct Project Kickoff	
Report to County for validation and Approval.	

Task 6 Perform Project Administration	
Task Description	
Contractor will manage ongoing project activities and regularly track and report on project status as described in the following sub-tasks.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverable	
<p>Subtask 6.1 Develop Status Reports</p> <p>Contractor will develop Status Reports in accordance with Section 10.2 (Reports and Meetings) of the Agreement.</p> <p>The Status Reports will include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Period covered by the report; • Tasks, Subtasks, Deliverables, goods, and Services scheduled for the reporting period which were completed; • Tasks, Subtasks, Deliverables, goods, and Services scheduled for the reporting period which were not completed; • Tasks, Subtasks, Deliverables, goods, and Services not scheduled for, but completed in, the reporting period; • Tasks, Subtasks, Deliverables, goods, and Services scheduled to be completed in the next reporting period; • Summary of project status and progress as of reporting date, including the progress toward completing milestones, Key Milestones Deliverables, and Key Deliverables, with actual status with respect to the Project Work Plan; • Reported progress on Key Deliverables; • Project issues and risks identified through the quality assurance and risk management process and status of identified issues and risks; 	<p>Deliverable 6.1 Status Reports</p> <ul style="list-style-type: none"> • Status Reports as defined in the Agreement. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Status Reports address all elements described in Subtask 6.1 (Develop Status Reports), and have been Approved by County.

Task 6 Perform Project Administration	
<ul style="list-style-type: none"> • Issues and risks to be resolved; • Issues and risks resolved; • Updates to the Project Control Document (and associated documents); • Critical path analysis; • Status of any changes as documented in the Project Change Management Plan; • Project Work Plan; and • Any other information that County or Contractor may, from time-to-time, reasonably request in writing, or that Contractor or County, as the case may be, may deem appropriate. 	
<p>Subtask 6.2 Conduct Status Meetings</p> <p>Contractor will conduct Status Meetings in accordance with Section 10.2 (Reports and Meetings) of the Agreement.</p> <p>In preparation for each Status Meeting, Contractor will develop and distribute a Status Meeting agenda.</p> <p>In preparation for each Status Meeting, Contractor will prepare a Status Report as described in Subtask 6.1 (Develop Status Reports).</p> <p>During the Status Meetings, Contractor will:</p> <ul style="list-style-type: none"> • Keep an attendance log; • Document meeting minutes including, at a minimum, decisions made during the meeting and outcomes for each agenda item; • Document issues and risks, including proposed resolutions and mitigations; and • Identify and track action items with, at minimum, the following information: <ul style="list-style-type: none"> • Action item description; • Owner; • Due date; and • Actual date of completion. <p>Following the Status Meetings, Contractor will circulate Status Meeting minutes for County review and Approval.</p>	<p>Deliverable 6.2 Status Meeting Minutes</p> <ul style="list-style-type: none"> • Status Meeting agenda. • Status Meeting report. • Status Meeting minutes, including attendance log, issues and risks, and action items. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Status Meeting report addresses all elements described in Subtask 6.2 (Conduct Status Meetings), and has been Approved by County. • Status Meeting minutes address all elements described in Subtask 6.2 (Conduct Status Meetings) and have been Approved by County.

Task 7 Perform Project Management and Ongoing Update of the Project Control Documents	
Task Description	
During the project, Contractor will deliver and manage the Services for the project in accordance with the Project Control Document. In addition, Contractor will maintain and update the Project Control Document (and associated documents) on a timely, regular, and ongoing basis.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 7.1 Maintain Project Work Plan</p> <p>Contractor will maintain the Project Work Plan on an ongoing basis and update the PWP at a minimum on a bi-weekly basis.</p> <p>During status meetings, Contractor will provide County with an overview of the updates and changes to the PWP, including a description of the following:</p> <ul style="list-style-type: none"> • Impact of changes on the overall project schedule and critical path of the impacted work stream; • Impact on resources; and • Dependencies and impact on related tasks. <p>Contractor will review and incorporate County feedback and proposed changes into the PWP, and submit updates to the PWP to County for Approval.</p> <p>Contractor will also:</p> <ul style="list-style-type: none"> • Maintain baseline and all revisions to the PWP in a location accessible to County; and • Notify all impacted project team members of changes and updates. 	<p>Deliverable 7.1 Project Work Plan Management</p> <ul style="list-style-type: none"> • Updates to the PWP. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Updates to PWP are complete and accurate, and are consistent with, County-provided input. • Updates and changes to the PWP have been Approved by County.
<p>Subtask 7.2 Perform Error Management</p> <p>Contractor will manage the Error management process in accordance with the Error Management Plan.</p> <p>Contractor will manage and report on all Errors and their resolution according to the EMP.</p> <p>Contractor will continuously update the EMP and:</p> <ul style="list-style-type: none"> • Maintain baseline and all revisions to the EMP 	<p>Deliverable 7.2 Error Management Plan Updates</p> <ul style="list-style-type: none"> • Updates to the EMP. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Updates to EMP incorporate, and are consistent with, County-provided input. • Updates and changes to the EMP have been Approved by County.

Task 7 Perform Project Management and Ongoing Update of the Project Control Documents	
<p>electronically in a location accessible to County;</p> <ul style="list-style-type: none"> • Periodically assess the processes documented in the EMP and provide County with recommendations for increasing the efficiency and effectiveness of the Error management process; • Review recommendations with County and solicit County feedback; and • Notify all impacted project team members of the changes. <p>Contractor will review and incorporate County feedback and proposed changes into the EMP and submit the updated version to County for Approval.</p>	
<p>Subtask 7.3 Perform Risk Management</p> <p>Contractor will manage the project risks in accordance with the Risk Management Plan.</p> <p>Contractor will manage and report on all risks and their mitigation, management, or resolution according to the Risk Management Plan.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Maintain the risk log on an ongoing basis. • Provide County with an aggregate view of all identified risks on a weekly basis or more frequently as required, including: <ul style="list-style-type: none"> • Risk description; • Risk type (e.g., organizational, software, Deployment, non-information technology, testing). • Risk severity; • Impact of the risk; • Risk probability; and • Recommended risk mitigation. • Monitor risk status and progress on risk mitigation. • On an ongoing basis, and as further requested by County, assess the processes documented in the Risk Management Plan. • Provide County with recommendations for increasing efficiency and effectiveness of the 	<p>Deliverable 7.3 Risk Management</p> <ul style="list-style-type: none"> • Ongoing risk management. • Recommendations for increasing efficiency and effectiveness of the risk management process. • Updates to the Risk Management Plan. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Ongoing, aggregate review of risks address all elements described in Subtask 8.3 (Perform Risk Management). • Updates and changes to the Risk Management Plan have been Approved by County.

Task 7 Perform Project Management and Ongoing Update of the Project Control Documents	
<p>risk management process.</p> <ul style="list-style-type: none"> • Update the Risk Management Plan to include all recommendations approved by County and inform all impacted project team members of the change. • Maintain baseline and all revisions to the Risk Management Plan electronically in a location accessible to County. 	
<p>Subtask 7.4 Manage Project Staffing and Resources</p> <p>Contractor will monitor project staffing and resources in accordance with the Project Staffing and Resource Management Plan and manage any Contractor Personnel changes in accordance with the Agreement.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Update the Project Staffing and Resource Management Plan upon: <ul style="list-style-type: none"> • County Approved changes to Contractor Key Resources in accordance with the Agreement; • Changes to County key staff (e.g., Project Manager); • County Approved changes to the number of Contractor resources employed or required; • County Approved changes to Contractor or County roles and responsibilities; and • Changes in Contractor and County resources or staff, other than Contractor Key Employees, as needed. • Inform all impacted project team members of the change. • Provide to County a description of other resources such as conference rooms, training rooms, connectivity, calendars, etc. • Maintain baseline and all revisions to the Project Staffing and Resource Management Plan electronically in a location accessible to County. 	<p>Deliverable 7.4 Staffing and Resources Management</p> <ul style="list-style-type: none"> • Ongoing staffing and resource management. • Updates to Project Staffing and Resource Management Plan. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Updates and changes to the Project Staffing and Resource Management Plan have been Approved by County.
<p>Subtask 7.5 Perform Configuration and Technology Change Management</p>	<p>Deliverable 7.5 Configuration and Technology Change Management</p>

Task 7 Perform Project Management and Ongoing Update of the Project Control Documents	
<p>Contractor will manage and report on all configuration changes according to the Configuration and Technology Change Management Plan.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Assess the processes documented in the Configuration and Technology Change Management Plan as requested by County. • Provide County with recommendations for increasing the efficiency and effectiveness of the configuration and technology change management process. • Review and incorporate County feedback and proposed changes into the Configuration and Technology Change Management Plan. • Submit the updated version of the Configuration and Technology Change Management Plan to County for Approval. • Inform all impacted project team members of County Approved changes to the Configuration and Technology Change Management Plan. • Maintain baseline and all revisions to the Configuration and Technology Change Management Plan electronically in a location accessible to County. 	<ul style="list-style-type: none"> • Ongoing configuration and technology change management. • Updates to the Configuration and Technology Change Management Plan. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Changes to the Configuration and Technology Change Management Plan incorporate, and are consistent with, County-provided input. • Updates and changes to the Configuration and Technology Change Management Plan have been Approved by County.
<p>Subtask 7.6 Perform Issue Management</p> <p>Contractor will manage and report on all project issues according to the Issue Management Plan.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Maintain the issue log on an ongoing basis electronically in a location accessible to Customer. • Provide the County with an aggregate view of all issues on a weekly basis or more frequently as required and provide: <ul style="list-style-type: none"> • Issue identifier; • Issue description; • Issue type (e.g., organizational, software, deployment, non-information technology, testing); • Severity of the issue; 	<p>Deliverable 7.6 Issue Management</p> <ul style="list-style-type: none"> • Ongoing maintenance and updates to issues log. • Update to Issue Management Plan. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Aggregate report on issues addresses all elements described in Subtask 7.6 (Perform Issue Management). • Updates to the Issue Management Plan incorporate, and are consistent with, County-provided input. • Updates and changes to the Issue Management Plan have been Approved by County.

Task 7 Perform Project Management and Ongoing Update of the Project Control Documents	
<ul style="list-style-type: none"> • Impact of the issue; • Estimated time to resolution; • Issue resolution owner; and • Recommendations for issue resolution. • Provide written alert reports. • Periodically assess the processes documented in the Issue Management Plan, and if applicable, each issue’s status in the escalation process. • Provide County with recommendations for increasing the efficiency and effectiveness of the issue management process. • Update the Issue Management Plan to include all recommendations approved by County and inform all impacted project team members of the change. 	
<p>Subtask 7.7 Perform Quality Management</p> <p>Contractor will manage the quality management process in accordance with the Quality Management Plan.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Document quality control criteria and metrics; • Identify and document issues related to quality; • Move quality issues through the resolution process; • Track and monitor the quality of each Deliverable; and • Identify and document deviations from the documented baseline. <p>Contractor will continuously update the Quality Management Plan and:</p> <ul style="list-style-type: none"> • Inform all impacted project team members of the change; • Maintain baseline and all revisions to the Quality Management Plan electronically in a location accessible to County; • Periodically assess the processes documented in the Quality Management Plan; • Provide County with recommendations for increasing the efficiency and effectiveness of the quality management process; 	<p>Deliverable 7.7 Quality Management</p> <ul style="list-style-type: none"> • Updates to Quality Management Plan. • Resolution of quality issues. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Quality issues resolved to the extent that they do not impact schedule or functionality. • Updates to the Quality Management Plan incorporate, and are consistent with, County-provided input. • Updates and changes to the Quality Management Plan have been Approved by County.

Task 7 Perform Project Management and Ongoing Update of the Project Control Documents	
<ul style="list-style-type: none"> Review recommendations and incorporate County feedback and proposed changes into the Quality Management Plan; and Submit an updated version of the Quality Management Plan to County for Approval. 	

Task 8 Conduct Project Close-out Activities	
Task Description	
Contractor will be responsible for project close-out activities. The purpose of these activities is to resolve any outstanding project issues, obtain formal agreement from the project governance processes to officially close out the project, ensure that there is an official hand over of the MCCS from the project team to the maintenance and operations team, and conduct a thorough review of the project.	
Personnel Requirements	
<ul style="list-style-type: none"> Contractor Key Resources <ul style="list-style-type: none"> County Key Resources <ul style="list-style-type: none"> 	
Subtasks/Deliverables	
<p>Subtask 8.1 Develop Project Close-out Checklist</p> <p>Contractor will develop a Deployment and Project Close-out Checklist. Contractor will review the Deployment and Project Close-out Checklist with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Deployment and Project Close-out Checklist and submit a final version to County for Approval.</p>	<p>Deliverable 8.1 Project Closeout Checklist</p> <ul style="list-style-type: none"> Deployment and Project Close-out Checklist. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> Updated Deployment and Project close-out checklist has been Approved by County.
<p>Subtask 8.2 Conduct Project Close-out</p> <p>During the Project close-out, Contractor will:</p> <ul style="list-style-type: none"> Conduct all of the activities defined in the Deployment and Project Close-Out Checklist; Review all aspects of Project close-out with County; and Address all outstanding issues and activities. 	<p>Deliverable 8.2 Project Close-out</p> <ul style="list-style-type: none"> Project close-out activities as identified in the Deployment and Project Close-out Checklist. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> County-Approved Project close-out activities.

5.2 Design, Build, and Test of Licensed Software and MCCS.

Task 1 Conduct Design and Build Team Mobilization
Task Description

<p>The team members from Contractor and County will be introduced and their specific roles will be described. The County Design and Build Workgroup (“Workgroup”) will be introduced to various Contractor tools, methodologies, and Best Practice recommendations that will be used throughout the design and build process.</p>	
<p>Personnel Requirements</p>	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
<p>Subtasks/Deliverables</p>	
<p>Subtask 1.1 Conduct Initiation Session for Design and Build Workgroup</p> <p>Contractor will conduct an initiation session to introduce the Workgroup to the Services included in the design and build process, including the time lines and nature of the work effort that will be required to implement the MCCS.</p> <p>Contractor will conduct the initiation session as follows:</p> <ul style="list-style-type: none"> • Review and document County systems and operations for impact on MCCS. • Demonstrate MCCS functionality using an “out-of-the-box” version of the Licensed Software that will be configured for use by County. • Provide training materials and hands on training to the County Workgroup in the use of the “out-of-the-box” version of the Licensed Software, and identify learning expectations and objectives of using the “out-of-the-box” version of the Licensed Software. • Train the County Workgroup on the required process and tools used to support Contractor in conducting the workflow assessment, purpose and expected outcome of the workflow assessment, and related activities. • Present and refine learning objectives and work with the County Project Manager to ensure that learning objectives are understood. • Identify and address issues and barriers that may be in the way of achieving learning objectives and provide County with support 	<p>Deliverable 1.1 Design and Build Workgroup Initiation Session</p> <ul style="list-style-type: none"> • Initiation Session materials for County review one (1) week prior to Initiation Session. • Initial list of County systems for which MCCS capabilities must be delivered for review during Design and Build Initiation Session. • Demonstration of MCCS functionality. • List of Workgroup members who attended the Initiation Session. • List of assignments and roles associated with those assignments for members of Workgroup. • List of identified and validated learning objectives for Workgroup learning plan. • An education tracker to monitor and manage completion of learning objectives, including a summary report on progress and issues. • Log-in credentials to all relevant tools and sites for both participants of the Initiation Session and other County stakeholders as mutually agreed upon. • Written instructions and documentation for Workgroup members to familiarize themselves with materials covered in the Initiation Session. • Initiation Session Event Summary Report • List of issues and barriers that may be in the way of achieving learning objectives and provide County with support to overcome issues and barriers. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County-Approved Initiation Session Event Summary Report from Contractor documenting that initiation session has been completed and includes accurate documentation of the

<p>to overcome issues and barriers.</p> <ul style="list-style-type: none"> • Provide the County Workgroup with an overview of Contractor’s implementation plan, including system design review activities and data collection processes. 	<p>content, outcomes, and next steps agreed upon at the Initiation Session.</p> <ul style="list-style-type: none"> • Agreed upon and understood learning objectives for Workgroup and Contractor evidence that Workgroup members have achieved stated learning objectives required for project progression according to stated timelines.
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Task 2 Conduct Current State Assessment	
Task Description	
<p>Contractor will conduct an assessment of County’s current legacy managed care system workflows and processes to gain an understanding of County’s unique workflows and process flows and recommend a Managed Care Core System with all the requisite modules workflow practices based on Contractor’s workflow model and Best Practices. The assessment will identify and document project risks and opportunities in preparation for future data collection and design activities.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 2.1 Identify and Document County Systems and Operations for Workflow Assessment</p> <p>Contractor will provide County with a list of proposed County systems and operations, for the workflow assessment across all County business segments, operations and systems.</p> <p>Based on County input, Contractor will finalize the list of County systems and operations for the workflow assessment for County’s final review and Approval.</p> <p>County Project Manager will schedule the workflow assessment and Contractor Project Manager will coordinate with the County Project Manager regarding scheduling.</p>	<p>Deliverable 2.1 List of County Systems and Operations for Workflow Assessment</p> <ul style="list-style-type: none"> • List of County systems and operations across enterprise. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • List of County systems and operations, is complete and consistent with County input and the agreements by County and Contractor. • County Approval of finalized list of County systems and operations.
<p>Subtask 2.2 Conduct Workflow Assessment</p> <p>For each of the County systems and operations identified, Contractor will meet with the County Workgroup and County subject matter experts (also referred to as “SMEs”) to walk through and document at a high level current County workflow processes and provide the framework</p>	<p>Deliverable 2.2 Workflow Assessment</p> <ul style="list-style-type: none"> • Documented findings of workflow assessment for all identified and verified County systems and operations, including, but not limited to: <ul style="list-style-type: none"> • Worksheets; • Recommended workflows; and

Task 2 Conduct Current State Assessment	
<p>and requirements for design as necessary to provide an overview of changes which will be required by recommended new workflows.</p> <p>Contractor will document the assessment in the template-based structured and online accessible workflow assessment tool.</p> <p>Contractor will continuously update the online workflow assessment tool with information from each County system and operation, as the assessment templates are populated.</p> <p>Contractor will identify interrelationships with other County work processes, and across County systems and operations, which need to be recognized and addressed.</p> <p>Contractor will regularly review the assessments documented in the online workflow assessment tool with County SMEs for completeness and accuracy, and County will provide input on how to improve completeness and accuracy.</p> <p>County will Approve completed updates and additions that have been posted and addressed as new information regarding County systems and operations is identified over the course of the assessment.</p>	<ul style="list-style-type: none"> • Key County requirements. • Documented interrelationships with other County workflows that need to be recognized and addressed. • Workflows documented in sufficient detail to permit Contractor to: <ul style="list-style-type: none"> • Compare to Best Practices; and • Identify risks and opportunities as determined by County. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Reviewed and finalized workflow assessment documented on online accessible workflow assessment tool capturing the agreed workflow processes at the agreed level of detail. • County reviewed and Approved findings.
<p>Subtask 2.3 Review Current County Workflows and Processes to Identify Risks and Opportunities</p> <p>Contractor will analyze the findings of the online workflow assessment activities, including the online workflow assessment visit notes, online meetings and work papers, and identify and document risks and opportunities which could result from implementing the MCCS using Best Practices and capabilities provided by the MCCS components, the Contractor knowledge base, and expertise of Contractor SMEs.</p> <p>Contractor Project Manager will review the assessment results with County Workgroup and provide recommendations in a Risk and Opportunities Documentation.</p> <p>Contractor will report and identify gaps in functionality from the MCCS as it relates to current County workflows.</p>	<p>Deliverable 2.3 Risk and Opportunities Documentation</p> <ul style="list-style-type: none"> • Workflow assessment report including completed online workflow assessment tool and identified risks and opportunities report. • Risks and Opportunities Documentation includes recommendations that have a high likelihood of improving: <ul style="list-style-type: none"> • Efficiency; • Security; and • County experience. • Recommendations for improved processes to manage MCCS. • Documented County-Approved metrics to be utilized to determine success. • Recommendations for identifying implications with other workflows. • Recommendations for identifying industry best practices.

Task 2 Conduct Current State Assessment	
	<ul style="list-style-type: none"> • Documented risks. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approval of the Risk and Opportunities Documentation. • County acknowledgement that originally defined areas of workflow assessment have been accurately assessed. • Risks and Opportunities Documentation demonstrates substantial detail and breadth of scope as determined by County. • County Approval of opportunities to be implemented and the metrics to be utilized to determine success.

Task 3 Conduct System Review	
Task Description	
<p>Contractor will provide a guided overview of the MCCS relative to Contractor’s recommended workflows. Contractor will introduce, train, and support the County Workgroup in data collection tasks required for the design and build process. Contractor will provide a demonstration of the MCCS, including recommended operational workflows. Small group sessions with County Workgroup members and Contractor’s solution experts will be conducted in order develop a solution document and database build plan and engage in knowledge-sharing opportunities.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 3.1 Conduct System Review Session</p> <p>Prior to the System Review Session, Contractor will provide a detailed agenda, including expectations of the County participants and anticipated post-event work to be completed by County participants.</p> <p>During the System Review Session, Contractor will:</p> <ul style="list-style-type: none"> • Conduct an MCCS demonstration for representatives of multiple County departments, including integrated MCCS workflow discussions and recommended design practices. 	<p>Deliverable 3.1 System Review Session Documents</p> <ul style="list-style-type: none"> • List of participants and copies of all materials used for System Review Session (agenda and presentation). • List of educational objectives for System Review Session. • Benefits presentation for System Review Session. • Data collection tools. • Online design decision tools and reports. • Recommend plan for achieving any

Task 3 Conduct System Review	
<ul style="list-style-type: none"> • Demonstrate the information gathering tools and materials used to facilitate the solution design and build process. • Conduct a review of the MCCA integration requirements, and current design decisions, with the County Workgroup. • Review and discuss documented outcomes included in the online workflow assessment tool and the Risk and Opportunities Report with County personnel to optimize design decisions. • Review and provide training on the tools, processes, and objectives for the upcoming data collection activities and demonstrate how the County Workgroup will use them to perform its specific tasks related to this activity. Contractor shall provide County with tools that have been pre-populated with Contractor’s recommended configuration or design. • Work with the County Workgroup to begin the initial population of the data collection tools. • Work individually with each member of the County Workgroup and County SMEs to populate several entries of the data collection tools, and then observe and assist each member of the County Workgroup in populating the data collection tools independently. • Work with the County Workgroup and County SMEs to explain and document design decisions – document the design decisions and assist County with design decisions. • Create System Review Session Event Summary Report. The System Review Session Event Summary Report will include: <ul style="list-style-type: none"> • Online data collection tool and design decision status for MCCA; • Unresolved design decision issues; • Section for Contractor and County counterpart to add additional follow-up items; • Tasks from the Project Work Plan for 	<ul style="list-style-type: none"> outstanding learning objectives which have not been completed. • System Review Session Event Summary Reports with County identified and agreed upon tasks for the County Workgroup • Complete demonstration of MCCA. • Verbal and written review of System Review Session Event Summary Report with County. • List of integration requirements with documentation of areas requiring integration resolutions. • Listing of tools, processes, and objectives for Subtask 3.2 (Perform Data Collection (System Review Follow-Up)). • Validation of completed data collection and design decision tools training. • Initial population of data collection tools. • Documentation of initial design decisions. • Documentation of next steps. • Provide updated learning plan document. • Status Reports. • Updated documentation of County personnel who have completed training and demonstrated competencies in the use of additional tools trained. • Identified gaps in County preparatory steps, and remedial actions necessary to keep progress on track. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County-Approved System Review Session agenda. • County-Approved System Review Session Event Summary Report. • Event summary report includes a realistic assessment of County's ability to complete remaining data collection activities, as well as a written plan for ensuring on-time progress. • Approved assignments for Contractor and County to remediate any deficiencies identified in the System Review Session.

Task 3 Conduct System Review	
<p>specific solution; and</p> <ul style="list-style-type: none"> • Report on the status of education of County personnel. • Incorporate County input and review the System Review Session Event Summary Report with County. • Provide recommendations for changes to the approach, staffing, and support model for the upcoming activities. • Identify, document, and review next steps for data collection and completion of design documents with County. <p>Contractor will track progress on Deliverables and report progress as well as issues and risks in the weekly Status Reports.</p>	
<p>Subtask 3.2 Perform Data Collection (System Review Follow-Up)</p> <p>Following the system review session, Contractor Project Manager will work with the County Project Manager and the County Workgroup to complete the design decisions and data collection that provide the data for the subsequent design and build process.</p> <p>Contractor will support the County Project Manager and County Workgroup to complete the design decisions and data collection.</p> <p>Contractor will support the data collection process as follows:</p> <ul style="list-style-type: none"> • Provide a Best Practice MCCA process with all of its components. • Track progress and communicate status of design decisions and data collection completion. • Facilitate on-site weekly meetings to discuss issues. • Regularly review a sampling of work in progress design decisions and data collection to provide County with feedback and direction to improve the quality of data collected if needed. • Address questions and comments arising within the County Workgroup which stand in the way of making and documenting design 	<p>Deliverable 3.2 System Review Data Collection</p> <ul style="list-style-type: none"> • Facilitated weekly calls and/or meetings • Complete design decisions that has been validated by Contractor. • Completed data collection has been validated by Contractor. • Weekly progress reports on completion of design decisions and data collection. • Regular notification of issues and risks related to quality and schedule of document completion. • Document Risk and Issue Matrix, which includes current and final status of all risks and issues and date of resolution. • Best Practice MCCA process with all of its components • Relevant reviews of design decisions and data collection to assess the impact on the MCCA processes. • Update Risks and Issue Matrix related to the completion of design decisions and data collection with alerts to County of any risks to schedule. • Additional design coaching sessions as needed to complete documents at necessary level of detail on schedule. • Contractor Project Manager support through

Task 3 Conduct System Review	
<p>decisions.</p> <ul style="list-style-type: none"> Facilitate relevant reviews of design decision and data collection activities to assess the impact on MCCA. Identify systemic issues related to completion of design decision and data collection (e.g., time management, complexity, data quality, training issues) and provide County with recommendations for addressing them (e.g., through additional training, augmenting resources). Provide additional resources to address the issues and recommendations above (the resources are to be as determined necessary to support the project through the governance process). Contractor Project Manager will be available for ad hoc calls and support by e-mail. Immediate request for support will be routed to another Contractor designee if the Contractor Project Manager is unavailable. Deliver additional design coaching sessions as need is identified by Contractor review or by County Project Manager. Weekly calls and/or meetings of at least sixty (60) minutes will: <ul style="list-style-type: none"> Discuss progress compared to timelines documented in the Project Work Plan; and Identify issues with data collection (risks, quality, etc.) and escalate as appropriate. Update and maintain a Risk and Issue Matrix related to the completion of design decisions and data collection and alert County of any risks to schedule. 	<p>ad hoc calls and e-mails.</p> <ul style="list-style-type: none"> Detailed review and documented feedback on a sampling of design decisions and data collection in order to assure that County is achieving level of completeness and comprehensiveness required for successful design, build, and implementation. Documented decisions made related to design decision and data collection. Documented systemic issues related to completion of design decisions and data collection and recommendations to County to resolve (e.g., through additional training, augmenting resources). Additional resources to address the issues and recommendations above (the resources are to be as determined necessary to support the project through the governance process). <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> Completed design decisions incorporating County input and data collection is sufficient to result in on-schedule progress to Task 4 (Conduct Design Review), including all initially defined items as well as agreed upon necessary additions identified during the system review process. County-Approved design decisions and data collection sufficiently complete to result in on-schedule progress to Task 4 (Conduct Design Review). Identified issues are resolved and or closed.

Task 4 Conduct Design Review
Task Description
The purpose of this Task is to review, confirm the accuracy of, and finalize design decisions prior to Licensed Software build. Contractor will provide and review recommended workflows with County, document County’s design decisions, finalize the data collection tasks, and validate the Licensed Software design and build for completeness and accuracy.
Personnel Requirements
<ul style="list-style-type: none"> Contractor Key Resources

Task 4 Conduct Design Review	
<ul style="list-style-type: none"> <li style="text-align: center;">• • County Key Resources <li style="text-align: center;">• 	
<p>Subtask 4.1 Conduct Design Review Session</p> <p>Contractor will provide County with a detailed agenda of the Design Review Session, which shall include the expectations of attendees and anticipated post-event work expected to be completed by participants.</p> <p>During the Design Review Session, design decisions for each component of the Licensed Software will be reviewed and their completeness and acceptability confirmed.</p> <p>During the Design Review Session, Contractor will:</p> <ul style="list-style-type: none"> • Demonstrate the workflow of the relevant Licensed Software modules. • Review data collection materials. • Review and confirm the completeness and acceptability of design decisions. • Review, discuss, and confirm integration decisions with respect to MCCS, Licensed Software, Third Party Property, and other relevant systems. • Review and confirm County Approval on design decisions. • Recommend an approach (and execute it) to address open issues and decisions that have not received Approval. • Identify and communicate current progress, as well as next steps based on agreed upon Project Work Plan. • Review the expected goals identified for the Design Review Session follow-up activities established for County, and verify mutual understanding of who will carry out each aspect of the work. <p>During the Design Review Session, Contractor will:</p> <ul style="list-style-type: none"> • Facilitate meetings between the County Workgroup and the Contractor Licensed Software developers to review the design decisions related to the MCCS. 	<p>Deliverable 4.1</p> <ul style="list-style-type: none"> • List of participants and materials for Design Review Session (agenda, presentation materials, and all training materials). • Completed and Contractor-confirmed data collection. • Completed and Contractor-confirmed design decisions including decisions. • Updated versions of the design decisions and data collection based on design review feedback. • Design Review Session Event Summary Report and issues log. • Approved assignments and schedule for tasks to be completed in preparation for system validation task. • Identification of open issues needing resolution or escalation, as documented in the design decision tool, including assignment of responsible Party for the resolution. • Data flow and workflow diagram depicting interdependencies between MCCS workflows, and other County workflows, and workflows that are external to County (e.g., County third party vendors). <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Agenda, presentations, and objectives for System Review Session address and meet all objectives defined in the activities in Subtask 4.1 (Conduct Design Review Session). • County-Approved Design Review Event Summary Report • Design Review Summary Event Report accurately describes the content of the discussions and decisions, expected outcomes, and next steps required for project progression. • Design Review Event Summary Report includes a realistic assessment of County's

Task 4 Conduct Design Review	
<ul style="list-style-type: none"> • Provide an overview of the workflows and processes in the MCCS to ensure the County Workgroup’s understanding. • Provide feedback to County on the completeness and acceptability of design decisions for Licensed Software and identify further work that is required by County. • Provide workflow and configuration impact as a result of a proposed decision. • Confirm County Approval of design decisions and attend to issues as to decisions that have not received sign off. • Review additional data collection materials and/or data received. • Provide an update on the state of the integration decisions across County systems and departments and identify further data or decisions required from County. • Provide County with recommended Best Practices to facilitate design decisions (recommended design review). • Conduct system demonstration of Licensed Software standard build. • Discuss and document potential modifications to standard build. • Identify need for additional data collection required to finalize design. • Provide training and overview for additional data collection. • Review relevant County policies and procedures and incorporate, as appropriate, in content and functional design, or recommend changes to policies and procedures to be considered by County. • Manage and maintain a documented record of the MCCS data conversion (historical data upload) requirements. <p>At the end of the Design Review Session, Contractor will:</p> <ul style="list-style-type: none"> • Draft the Design Review Session Event Summary Report. • Review the Design Review Session Event Summary Report with County personnel after 	<p>ability to complete remaining data collection and design activities, as well as a written plan for ensuring on-time progress.</p> <ul style="list-style-type: none"> • County verifies that revised versions of DDM and DCW accurately reflect feedback and design decisions. • County Approval on design decisions using the online collection tool. • County Approved identified next steps. • County review and Acceptance of documentation and data flow diagrams that address interdependencies among Modules, both internal and external, including integration with other data sources.

Task 4 Conduct Design Review	
<p>the end of the session.</p> <ul style="list-style-type: none"> • Identify and communicate current progress, as well as next steps, based on agreed upon Project Work Plan. • Identify and discuss next steps with County personnel. • Develop and communicate required County activities to complete design decisions and data collection. 	
Subtasks/Deliverables	
<p>Subtask 4.2 Conduct Design Review Session Follow-Up</p> <p>Following the Design Review Session, the Contractor Delivery Consultant will continue to track progress on Deliverables and report progress as well as issues and risks in the project status reports.</p> <p>Contractor will support the County Project Manager and County Workgroup members to complete the design decisions and data collection.</p> <p>Contractor will support the data collection process as follows:</p> <ul style="list-style-type: none"> • Track progress of design decision and data collection completion. • Facilitate weekly on-site meetings to discuss issues. • Conduct a detailed review of work-in-progress design decision and data collection to provide County with written feedback and direction to improve quality of data collected and level of analysis completed. • Track design recommendations accepted and/or rejected by County. • Facilitate decision making process related to the completion of the design decisions. • Identify systemic issues related to completion of design decisions and data collection (e.g., time management, complexity, data quality, training issues) and provide County with recommendation for addressing them (e.g., through additional training, augmenting resources). 	<p>Deliverable 4.2 System Design Data Collection</p> <ul style="list-style-type: none"> • Facilitated weekly calls and/or meetings. • Completed design decisions validated by Contractor. • Completed data collection validated by Contractor. • Regular notification of issues and risks related to quality and schedule of document completion. Documentation on Risk and Issue Matrix of current and/or final status of all issues and date of resolution. • Design coaching sessions provided on an as-needed basis to complete documents at necessary level of detail on schedule. • Weekly progress reports on completion of design decisions and data collection. • Contractor Project Manager available for ad hoc calls and e-mails. • Feedback and recommendations based on detailed sample reviews of design decisions and data collection. • Documented decisions made related to design decision and data collection. • Documented systemic issues related to completion of design decisions and data collection and recommendations to County to resolve (e.g., through additional training, augmenting resources). • Additional resources to address the issues and recommendations above (the resources are to be as determined necessary to support the project through the governance process).

Task 4 Conduct Design Review	
<ul style="list-style-type: none"> • Provide additional Contractor resources to address issues and recommendations above. • Contractor Project Manager will provide ad hoc support by telephone and e-mail. • Deliver additional design coaching sessions (on-site or online) as need is identified by Contractor review or by County Project Manager. • Conduct weekly calls during which Contractor will discuss progress compared to the Project Work Plan. • Identify issues with data collection (risks, quality, etc.). • Update and maintain a Risk and Issue Matrix related to the completion of design decisions and data collection and alert County of any risks including, but not limited to, risks to schedule. 	<ul style="list-style-type: none"> • Updated Risk and Issue Matrix related to the completion of design decisions and data collection with alerts to County of any risks to schedule. • Notification of issues and risks related to quality and schedule of document completion. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved completed design decisions and data collection. • County verification that design decisions and data collection are completed at a level of detail required for forward progression of project, including all initially defined items, as well as agreed upon necessary additions identified during the design review process. • Identified issues are resolved and/or closed and in-process issues have current updates.
<p>Subtask 4.3 Develop Final Detailed Design Document</p> <p>Contractor will develop a final Detailed Design Document that includes the County design specifications for the Licensed Software build based on the data collected and decisions made during the design review.</p> <p>The Licensed Software final Detailed Design Document shall include documentation on all design decisions, including:</p> <ul style="list-style-type: none"> • Document the key design decisions and desired outcomes related to MCCS; • Document implication of key design decisions related to integration with existing third-party and County systems; • County Approval of the data collection and decision documents; • Whether the decision followed Contractor’s recommendation or not; and • Justification for not following a Contractor recommendation. <p>Contractor will submit a draft final Detailed Design Document for County review and facilitate a review session with the County Workgroup.</p>	<p>Deliverable 4.3 Final Detailed Design Document</p> <ul style="list-style-type: none"> • Overview MCCS conceptual and logical design document. • Completed data collection. • Final design decisions. • Final future-state workflows diagrams. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • Content and functional coverage of system build is included in final Detailed Design Document. • Decisions made during Task 4 (Conduct Design Review) incorporated in final Detailed Design Document.

Task 4 Conduct Design Review	
<p>Contractor will solicit County input and incorporate into the draft final Detailed Design Document, then submit the final Detailed Design Document for County Approval.</p>	
<p>Subtask 4.4 Develop Final Report List</p> <p>Contractor will develop a final Report List that includes the County’s requirements for reports that will need to be provided prior to Productive Use. The initial Report List is provided in Exhibit A.5 (Productive Use Report List).</p> <p>Contractor will review the initial Report List and submit a draft final Report List for County review and facilitate a review session with the County Workgroup.</p> <p>Contractor will solicit County input and incorporate into the draft final Report List, then submit the final Report List for County Approval.</p>	<p>Deliverable 4.3 Final Report List</p> <ul style="list-style-type: none"> Facilitated weekly calls and/or meetings. Final Report List decisions validated by Contractor. Review sessions with County Workgroups provided on an as-needed basis to complete final Report List at necessary level of detail on schedule for Productive Use. Regular notification of issues and risks related to quality and schedule of reports listed on the final Report List. Weekly progress reports on completion of reports. Completed final Report List. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> Final Report List Approved by County.

Task 5 Complete Initial Partial System Build	
Task Description	
<p>Contractor will deliver an Initial Partial System Build that will be used for system validation. This partial build will consist of a subset of the content and functional coverage of the final build.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> Contractor Key Resources <ul style="list-style-type: none"> County Key Resources <ul style="list-style-type: none"> 	
Subtasks/Deliverables	
<p>Subtask 5.1 Identify Content and Functional Coverage of Initial Partial System Build (Using the Design Decision and Data Collection Tools and Other Documentation as Necessary)</p> <p>Contractor will provide County with a recommended list of content and functional coverage to be included in the Initial Partial System Build which it considers to be representative of County’s environment and</p>	<p>Deliverable 5.1 Initial Partial System Build Specification (Using the Design Decision and Data Collection Tools and Other Documentation as Necessary)</p> <ul style="list-style-type: none"> List of recommended content and functional coverage of Initial Partial System Build. Facilitated review session of content and functional coverage of Initial Partial System Build.

Task 5 Complete Initial Partial System Build	
<p>MCCS processes. Contractor will facilitate a review session with County in which it:</p> <ul style="list-style-type: none"> • Presents a rationale for how it came up with the recommended content for the Initial Partial System Build; • Presents the recommended content for the Initial Partial System Build; and • Obtains feedback from County. <p>Based on feedback provided in the review session, Contractor will document the content and functional coverage to be included in the Initial Partial System Build.</p>	<ul style="list-style-type: none"> • Initial Partial System Build content and functional coverage specifications. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved list of content and functional coverage of Initial Partial System Build. • Initial Partial System Build Specifications reflect accurately the design decisions recorded in the design decision and data collection tools.
<p>Subtask 5.2 Complete Initial Partial System Build Contractor will develop the Initial Partial System Build for Licensed Software. Contractor will report progress on a weekly basis to County and proactively alert County of any issues and risks that may lead to a deviation from the Project Work Plan.</p>	<p>Deliverable 5.2 Initial Partial System Build</p> <ul style="list-style-type: none"> • Initial Partial System Build which conforms to the functions and content specified in the Initial Partial System Build Specifications. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approval of Initial Partial System Build which conforms to documented design decision and data collection tools and other documents as required.

Task 6 Conduct System Validation	
Task Description	
<p>Contractor will develop, deliver, review, and build upon the functionality delivered in the Initial Partial System Build and provide training relevant to testing. The Initial Partial System Build, as developed, will produce an integrated solution that meets the needs of County and prepare County for testing of the design build. Contractor and County will begin the development of Unit and System Test scripts and test data for the Licensed Software.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 6.1 System Validation Session Contractor will conduct System Validation Session. The objectives of the session are to:</p> <ul style="list-style-type: none"> • Provide an in-depth demonstration of the 	<p>Deliverable 6.1 System Validation</p> <ul style="list-style-type: none"> • System Validation Session (agenda and presentation). • Library of sample Unit and System Test scripts to be adapted for County.

Task 6 Conduct System Validation	
<p>Licensed Software and build to date.</p> <ul style="list-style-type: none"> • Provide hands on training on the Licensed Software in the Initial Partial System Build to the County Workgroup members and County SMEs who will conduct testing. • Begin development of County-specific unit and system test scripts. • Develop a list and schedule of work assignments and discuss next steps identified in the Project Work Plan with County Workgroup. • Validate database build to date of System Validation Session. <p>During the System Validation Session Contractor will:</p> <ul style="list-style-type: none"> • Demonstrate the Initial Partial System Build to the County Workgroup and County’s SMEs. • Facilitate the County Workgroup walk-through of the Initial Partial System Build. • Make available to County training material that County can customize according to County’s build Specifications (vs. generic self-learning module). • Conduct training sessions on the Licensed Software to County IT personnel and such other personnel as necessary to allow unit and system testing to commence. • Conduct training on overall testing approach and specifically on Unit and System Testing. • Confirm and document the appropriate tests which need to be conducted on the Licensed Software with County. • Identify and document roles and responsibilities of Contractor resources, County Workgroup members, and County SMEs who will play a role in system validation testing. • Create a test plan for Unit and System Testing with input and participation from County. • Configure the Initial Partial System Build to incorporate feedback and any County-Approved modifications recorded in design decision and data collection tools. 	<ul style="list-style-type: none"> • System Validation Session Event Summary Report for Licensed Software Licensed Software including issues log. • Updated data collection results. • Updated design decisions documentation. • Updated project documents. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County verification that System Validation Session Event Summary Report includes accurate documentation of the training content and mutually agreed upon next steps for forward progression of project. • County verification that Contractor has provided evidence of County personnel achievement of learning objectives and readiness to perform testing activities. • Approval of unit test procedures, including all steps in the process. • Acceptance of the tools and techniques for performing the unit test and documenting defects and issues. • Approval of the test scenarios to be developed for the complete unit test, and the expected minimum acceptance criteria. • County Approval of “readiness” to proceed with Unit and System Testing of the Initial Partial System Build.

Task 6 Conduct System Validation	
<ul style="list-style-type: none"> • Provide samples of Licensed Software Unit and System Test scripts (including test script for reviewing historical data). • Work with County to identify and document relevant test scenarios. • Work with County to identify and document relevant test data and regression test data. • Document test scripts and test data requirements. • Begin development of Unit and System Test scripts and test data, including the assumed data for the starting point of the unit test scripts. • Identify activities required by the County Workgroup for testing and validation of Licensed Software functionality and ensure that these activities have been assigned to the relevant County Workgroup members. • Identify and discuss next steps as documented in the Project Work Plan with County personnel. • Review conceptual and logical system design with the County Workgroup and incorporate design review and system validation feedback into design documents. 	
<p>Subtask 6.2 Conduct System Validation Session Follow-up</p> <p>Following the System Validation Session, Contractor will support County with the completion of Unit and System Test scripts and development of test data.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Support County in developing detailed test scripts built upon the samples provided during the System Validation Session. • Review County-adapted test scripts and recommend revisions to ensure scripts are comprehensive and effective. • Support County with the development of test data and specify volume of data required to perform thorough testing. • Monitor progress on test script and test data development. 	<p>Deliverable 6.2 Test Scripts and Test Data for Unit and System Testing</p> <ul style="list-style-type: none"> • Complete Unit and System Test scripts. • Test data loaded into test environment database. • Documented risks to schedule or to quality and completeness of the scripts and data being developed. • Documented test procedures. • Documented County readiness for testing, including County Workgroup and County SME readiness (training complete). • Defect severity definitions developed to distinguish: (a) acceptability for Integration Testing; (b) necessity for Productive Use; and (c) acceptability for remediation after Productive Use.

Task 6 Conduct System Validation	
<ul style="list-style-type: none"> • Notify County of any risks to schedule or to quality and completeness of the scripts and data being developed. • Validate completeness of test data. • Provide support by responding to all County ad hoc calls and e-mails in a timely manner to address questions as they arise. • Deliver additional training on test script and test data development to County personnel as needed. • Develop defect severity definitions to support decision making regarding readiness for Productive Use. • Document status of testing activities and report progress as well as issues and risks in the project status reports. 	<p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • All identified test scripts completed by the County Workgroup and County SMEs without issue. • County verifies that test data required to complete all test scripts has been identified and developed.

Task 7 Complete Build of Licensed Software and Conduct System and Unit Testing	
Task Description	
<p>Contractor will document and complete the system build to meet the final Detailed Design Document specifications. Contractor will release system content and functionality on an ongoing basis for review and testing by County. Once the full build has been completed and System and Unit Testing are complete, MCCS Integration Testing can begin.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/ Deliverables	
<p>Subtask 7.1 Complete System Build</p> <p>Contractor will iteratively build Licensed Software functionality and content until the full build of Licensed Software content and functionality is complete.</p> <p>Specific Contractor activities include:</p> <ul style="list-style-type: none"> • Develop a Release Schedule. • Regularly release new functionality in a structured and scheduled manner to the County Unit and System Testing, staging, training, and production environments. • On an ongoing basis, provide the County Project Manager with an updated Release 	<p>Deliverable 7.1 Complete System Build for Licensed Software</p> <ul style="list-style-type: none"> • Release Schedule. • Iterative releases of Licensed Software Licensed Software content and functionality for Unit and System Testing. • Release notes identifying the content of each new release and any issues and defects applicable to County that have been corrected by the release. • Complete build of Licensed Software for final unit and system testing that includes all content and functionality as documented in

Task 7 Complete Build of Licensed Software and Conduct System and Unit Testing	
<p>Schedule as to the new content and functionality delivered in each release.</p> <ul style="list-style-type: none"> • Define test scripts to validate Interfaces with third-party vendor systems, services, and devices. • Provide test scripts to validate release of new functionality. • Report weekly on progress toward complete build, and alert County of any issues or risks. • Notify County when the Licensed Software has been fully configured to include all design decisions related to the MCCS as documented in the final Detailed Design Document. 	<p>the final Detailed Design Document.</p> <ul style="list-style-type: none"> • Weekly updates on status of release and defect fixes as part of the project status report. • Test scripts validating interfaces with third party vendor systems, services, and devices. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • County validation that releases of Licensed Software builds meet Specifications as documented in the final Detailed Design Document.
<p>Subtask 7.2 Resolve Defects and Implement County-Approved Change Requests</p> <p>As new functionality is released, the County workgroup will test the system using test scripts developed during system validation and identify defects and omissions in the planned build that should have been included and would not require an enhancement to the Licensed Software (“Omissions”).</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide ad hoc telephone, e-mail, and in-person support to the County testing teams. • Monitor progress of testing and provide County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources, test support, and management tools, etc. • Provide a structured tool and format for County to record and report defects and Omissions. • Enter those defects and Omissions of content or functionality which are not entered directly by County personnel but which are, instead, communicated by e-mail to the Contractor Project Manager. • Correct defects and update the Release Schedule to notify County of the build in which defect resolutions will be released. • Address identified Omissions as follows: 	<p>Deliverable 7.2 Resolved Defects and Implement Approved-Change Requests</p> <ul style="list-style-type: none"> • Updated Release Schedules. • Specifications for requested additions of content and functionality. • Defect resolution document describing identified defects and Omissions which have been resolved. • Documented resolution on Omissions that are escalated to the governance process, and how they have been resolved. • Implementation of defect resolutions and County-Approved change requests. • Criteria for Unit and System Test completion. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County validation that defect resolution fully addresses defect as logged and meets targeted timeframes specified in the issues log. • County validation that Approved changes to address Omissions fully address the documented omission specifications. • County Approved criteria for unit and system test completion.

Task 7 Complete Build of Licensed Software and Conduct System and Unit Testing	
<ul style="list-style-type: none"> • Document and verify the requirements to address the Omission in a consistent and structured format; • Address all Omissions which will have little or no impact on the Project Work Plan or risk and update the Release Schedule to notify County when the new content or functionality will be released; • Escalate all Omissions which will have impact on the Project Work Plan or risk for consideration by the governance process; • Contractor and County will jointly determine whether a requested change should be pursued at this stage in the project, pursued as a change request after productive use, or should be rejected; and • Address all Omissions which are approved by the governance body and update the Release Schedule to notify County when the new content or functionality will be released. • Provide County with sample Unit and System Test completion criteria to determine when to move from Unit and System Testing to Integration Testing. • Document County Approved- Unit and System Test completion criteria. 	
<p>Subtask 7.3 Complete Unit and System Testing</p> <p>Contractor will notify County once the Licensed Software build as documented in the Final Detailed Design Document is complete. Contractor will:</p> <ul style="list-style-type: none"> • Provide updates on the status of defect resolution and implementation of County-Approved change request on weekly calls. • Release defect resolutions and implemented change requests as part of the build release cycles. • Support County in re-testing resolved defects deployed by Contractor. • Jointly decide with County through the governance process when the Licensed Software build is ready for moving to 	<p>Deliverable 7.3 Tested Complete System Build Ready For Integration Testing</p> <ul style="list-style-type: none"> • Documented results of completed and tested Licensed Software. • List of resolved defects, including date of completion, retest results, and County Approval. • County-Approved completed Unit and System Testing for Licensed Software. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Resolution of all outstanding defects defined as required for Licensed Software Acceptance. • Licensed Software Build Completion Document provided by Contractor and approved by County.

Task 7 Complete Build of Licensed Software and Conduct System and Unit Testing	
<p>Integration Testing, based on:</p> <ul style="list-style-type: none"> • Completeness of functionality and content; • Severity of outstanding defects; and • Severity of outstanding change requests. 	<ul style="list-style-type: none"> • Unit and System Test completion criteria achieved. • All defects and change requests that remain, but are not essential to Integration Testing, but essential to Deployment, are identified on the issues list by mutual agreement, and documented severity levels identified.

Task 8 Develop MCCS Test Plan	
Task Description	
<p>Contractor will develop a comprehensive Test Plan with input and participation from County covering all testing necessary to confirm that the MCCS, Licensed Software, Third Party Property, and all components of the MCCS, including Licensed Software , and Interfaces function in an integrated fashion in accordance with the Specifications and County Business Objectives. The objectives and coverage of the Test Plan will be consistent with the Testing Plan.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 8.1 Develop Test Plan</p> <p>Contractor will develop a Test Plan document with input and participation from County that identifies all major aspects and phases of testing throughout the project. The Test Plan will detail Contractor’s approach to performing and/or supporting the following testing phases:</p> <ul style="list-style-type: none"> • Unit Testing; • System Testing; • Interface Testing; • Regression Testing; • Integration Testing; • User Acceptance Testing; • Load Testing (i.e., stress and volume testing); and • Parallel Testing. <p>The Test Plan will include a test approach for each testing phase. The test approach will include:</p> <ul style="list-style-type: none"> • Test overview including objectives and coverage; 	<p>Deliverable 8.1 Test Plan</p> <ul style="list-style-type: none"> • Draft Test Plan. • Final Test Plan incorporating County feedback. • Updated Test Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Test Plan incorporates, and is consistent with, County feedback. • Final Test Plan addresses all elements required in Subtask 8.1 (Develop Test Plan). • Final Test Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 8 Develop MCCS Test Plan	
<ul style="list-style-type: none"> • Testing control; • Resourcing, including staffing (i.e., test user roles), infrastructure and communication protocols; • Contractor and third-party vendor roles and responsibilities; • How County will participate in the testing; • Test schedule with key dates and Deliverables; • Identification of recommended prerequisites to beginning each testing phase; • Testing sequence and interdependencies between testing phases; • Testing metrics (expected outcomes, including reports); • Configuration management; • Change control; • Test environments; • Tester training; • Exit criteria; • Required artifacts that cover all County systems and operations, including: <ul style="list-style-type: none"> • Test scenarios (narrative); • Test scripts (step-by-step); and • Test data. • Requirements for resetting test environment and test data to County-defined save point; • Defect severity definitions; • Communication procedures for defect identification, resolution, retesting and escalation; • Contractor provided test tools; • Test cycle control sheets; and • Assumptions, issues and risks. <p>Contractor will develop a draft Test Plan and submit it to County for review and feedback.</p> <p>Contractor will review and incorporate County feedback and proposed changes into the Test Plan and submit a final version County for Approval.</p> <p>Contractor will submit Test Plan updates to County for review and Approval.</p>	

Task 9 Implement MCCS Test Tools and Test Environment and Conduct Training	
Task Description	
Contractor will implement the testing tools and required environments to conduct testing in accordance with the Test Plan.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 9.1 Implement Test Tools and Test Environments and Conduct Training</p> <p>For each type of testing, Contractor will:</p> <ul style="list-style-type: none"> • Identify testing tools to be used; • Identify test environments; • Identify and coordinate data transmission between the MCCS system and third-party system vendor Interfaces; • In instances where no third-party system vendor test data can be obtained, assist County in developing proxy data for testing Interfaces; • Provision test users in test environment; • Implement and provide County with access to the Contractor-owned test tools; • Recommend testing tools for County in areas where Contractor does not own tools; • Assist County in selecting third-party system vendor test tools identified by County; and • Load bulk test data into test environment, where applicable. <p>Contractor will train users on use of Contractor-owned test tools.</p>	<p>Deliverable 9.1 Test Tools, Test Environments and Training</p> <ul style="list-style-type: none"> • List of Contractor test tools. • List of additional recommended test tools. • Contractor validation that test tools and test environments have been implemented. • County access to test tools and test environments. • Documented County readiness for testing including staff readiness (training complete). <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved test tools and test environment.

Task 10 Develop MCCS Test Scripts
Task Description
Contractor will, with County input and participation, develop test scripts, test scenarios, test cycles, common test data, associated test conditions, and expected results for all testing phases. Test scripts and test scenarios will take into account departmental workflows, County-provided policies and procedures, County-provided actual County scenarios, and cross-departmental processes and activities across all applicable County business segments, operational groups and systems.
Personnel Requirements

Task 10 Develop MCCS Test Scripts	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 10.1 Develop Test Scripts, Test Scenarios, Test Cycles, and Common Test Data</p> <p>Contractor will, with County input and participation, develop test scripts, test scenarios, test cycles, common test data, associated test conditions, and expected results. Test scripts and test scenarios will take into account departmental workflows, County-provided policies and procedures, County-provided actual County scenarios, and cross-departmental processes, and activities across all County business segments, operational groups and systems.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide County with samples of test scripts and test scenarios; • Work with County to identify and document relevant test scenarios; • Work with County to identify and document relevant data; • Document test scenarios and test data requirements; • Support County in developing detailed test scripts built upon Contractor provided samples; • Review and test County adapted test scripts and recommend revisions to ensure scripts are comprehensive and effective to test all MCCS, Licensed Software, and Third Party Property content and functionality; • Support County in the development of common test data and specify volume of data required to perform thorough testing; • Monitor progress on test script and common test data development; • Validate completeness of test scripts and common test data, to ensure that test scripts and test scenarios take into account departmental workflows, County-provided policies and procedures, County-provided 	<p>Deliverable 10.1 Test Scripts, Test Scenarios, Test Cycles, and Common Test Data</p> <ul style="list-style-type: none"> • Sample test scripts. • Review and validation of final test scripts. • Final test cycle control sheets. • Final issue tracking form. • Test script catalog. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Test scripts and test scenarios completed. • County verification that common test data required to complete all test scripts has been identified and developed. • County Approved test cycle control sheets. • County Approved test script catalog.

Task 10 Develop MCCS Test Scripts

actual County scenarios, and cross-departmental processes and activities across all County business segment, operational group and system;

- Notify County of any risks to schedule or quality and completeness of the test scripts and common test data being developed;
- Identify systemic issues related to completion of test scripts or test data (e.g., time management, complexity, data quality, training issues) and provide County with recommendation for addressing them (e.g., through additional training, augmenting resources).
- Provide additional resources to the address issues and recommendations above (the resources are to be as determined necessary to support the project through the governance).
- Provide recommendations on grouping test scenarios and conditions into test cycles to maximize efficient test execution;
- Develop issue tracking form;
- Develop test cycle control sheet detailing when and by whom test cycles will be executed and submit it to County for feedback;
- Archive test scripts after all testing phases are completed;
- Provide support by responding to all County ad hoc calls and emails in a timely manner to address questions as they arise; and
- Deliver additional training on test scripts and common test data development to County personnel as needed.

Contractor will develop a catalog of test scripts for the purpose of regression testing which documents interdependencies, including for each test script:

- Test description;
- Applicable MCCS component; and
- Applicable County business segment, operational group, or system.

Contractor will develop a draft test script catalog and submit it to County for review and feedback.

Task 10 Develop MCCS Test Scripts	
Contractor will review and incorporate County feedback and proposed changes into the test script catalog and submit a final version to County for Approval.	

Task 11 Perform Integration Testing	
Task Description	
Contractor will monitor the progress, and validate completion, of all prerequisites to Integration Testing identified in the Test Plan. Contractor will assist County in performing Integration Testing in accordance with the Test Plan to ensure that information is properly shared across the MCCS, Licensed Software, Third Party Property, County systems and third-party vendor systems.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
Subtask 11.1 Identify Integration Test Scripts, Test Scenarios, Test Cycles, and Common Test Data Contractor will: <ul style="list-style-type: none"> • Assist County in identifying appropriate Integration Test scripts from the test scripts developed in Subtask 10.1 (Develop Test Scripts, Test Scenarios, Test Cycles, and Common Test Data) and developing any further test scripts that may be required to complete Integration Testing. • Assess selected test scripts for completeness and accuracy related to Integration Testing and document gaps; • Identify additional test scenarios, test scripts and test data to address gaps; • Assist County in developing additional test scripts for Integration Testing; • Develop draft test cycle control sheet detailing when and by whom test cycles will be executed and submit it to County for feedback; • Provide support by responding to all County ad hoc calls and emails in a timely manner to address questions as they arise; and 	Deliverable 11.1 Integration Test Scripts, Test Scenarios, Test Cycles, and Common Test Data <ul style="list-style-type: none"> • Integration Test scripts. • Test cycle control sheet. • Common test data loaded into test environment database. Acceptance Criteria: <ul style="list-style-type: none"> • County Approved test scripts and test scenarios. • County verification that common test data required to complete all test scripts has been identified, developed and loaded. • County Approved test cycle control sheets.

Task 11 Perform Integration Testing	
<ul style="list-style-type: none"> • Deliver additional training on Integration Test scripts and test data development to County personnel as needed. 	
<p>Subtask 11.2 Perform Integration Testing</p> <p>Contractor will assist County in conducting integration testing, record progress, and validate completion, of all prerequisites to Integration Testing identified in the Test Plan. Contractor will:</p> <ul style="list-style-type: none"> • Monitor the progress of all prerequisites to Integration Testing identified in the Test Plan; • Notify County of any issues, problems or incidents affecting the completion of any prerequisites to Integration Testing in accordance with the timeline identified in the Test Plan; • Validate the completion of all Integration Testing prerequisites identified in the Test Plan; and • Notify County when all prerequisites to Integration Testing identified in the Test Plan have been completed. <p>Contractor will perform Integration Testing in accordance with the Test Plan and assist County in performing Integration Testing activities. Contractor will:</p> <ul style="list-style-type: none"> • Use the test scripts selected and developed in Subtask 11.1 (Identify Integration Test Scripts, Test Scenarios, Test Cycles, and Common Test Data) to conduct Contractor internal Integration Testing prior to County’s Integration Testing; • Provide on-site support during County Integration Testing activities in accordance with Test Plan and test scripts; • Review County log of Errors and defects; • Resolve all Errors and defects impacting deployment and support County personnel in trouble shooting issues; • Assist County with re-testing defect fixes; • Regularly communicate with County regarding status and schedule of Integration Testing; and • Document test results. <p>Contractor will monitor status and schedule of</p>	<p>Deliverable 11.2 Completed Integration Testing</p> <ul style="list-style-type: none"> • Integration Testing prerequisites identified in the Test Plan complete. • Integration Testing complete. • Test documentation including complete Error and defect log with documented resolution. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor validated completion of all prerequisites to Integration Testing identified in the Test Plan. • Contractor validated completion of Integration Testing. • County Approved test documentation.

Task 11 Perform Integration Testing	
<p>integration testing and support re-testing resolved defects. Contractor will conduct daily wrap up sessions that include:</p> <ul style="list-style-type: none"> • Integration Testing progress update; • Review of open issues; and • Plan and schedule for resolution of defects. 	

Task 12 Perform User Acceptance Testing	
Task Description	
<p>Contractor will provide Services in connection with additional User Acceptance Testing activities in accordance with the Test Plan to ensure that the MCCS, Licensed Software, and Third Party Property function in accordance with the Specifications and County’s Business Objectives.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 12.1 Identify User Acceptance Test Scripts, Test Scenarios, Test Cycles, and Common Test Data</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Assist County in identifying appropriate User acceptance test scripts from the test scripts developed in Subtask 10.1 (Develop Test Scripts, Test Scenarios, Test Cycles, and Common Test Data) and, if required, developing any further test scripts that may be required to complete User Acceptance Testing; • Assess selected test scripts for completeness and accuracy related to User Acceptance Testing and document gaps; • Identify additional test scenarios, test scripts and test data to address gaps; • Assist County in developing additional tests scripts for User Acceptance Testing; • Develop draft test cycle control sheet detailing when and by whom test cycles will be executed and submit it to County for feedback; • Provide support by responding to all County ad hoc calls and emails in a timely manner to 	<p>Deliverable 12.1 User Acceptance Test Scripts, Test Scenarios, Test Cycles, and Common Test Data</p> <ul style="list-style-type: none"> • User Acceptance Test scripts. • Test cycle control sheet. • Common test data loaded into test environment database. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved test scripts and test scenarios. • County verification that common test data required to complete all test scripts has been identified, developed and loaded. • County Approved test cycle control sheets.

Task 12 Perform User Acceptance Testing	
<p>address questions as they arise; and</p> <ul style="list-style-type: none"> • Deliver additional training on User Acceptance Test script and common test data development to County personnel as needed. 	
<p>Subtask 12.2 Perform User Acceptance Testing</p> <p>Contractor will provide Services to assist County in performing User Acceptance Testing activities. Contractor Services include:</p> <ul style="list-style-type: none"> • Use the test scripts selected and developed in Subtask 12.1 (Identify User Acceptance Test Scripts, Test Scenarios, Test Cycles and Common Test Data) to conduct Contractor internal User Acceptance Testing prior to County’s User Acceptance Testing; • Provide on-site support during County with User Acceptance Testing activities in accordance with test plan and test scripts; • Review County log of Errors and defects; • Resolve all Errors and defects and support County personnel in trouble shooting issues, as applicable; • Assist County with re-testing defect fixes; • Regularly communicate with County regarding status and schedule of User Acceptance Testing; and • Document test results. <p>Contractor will monitor status and schedule of User Acceptance Testing and support re-testing resolved defects. Contractor will conduct daily wrap up sessions that include:</p> <ul style="list-style-type: none"> • User Acceptance Testing progress update; • Review of open issues; and • Plan and schedule for resolution of defects. 	<p>Deliverable 12.2 User Acceptance Testing</p> <ul style="list-style-type: none"> • Contractor internal User Acceptance Testing complete. • User Acceptance Testing complete. • Test documentation including complete Error and defect log with documented resolution. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor validated completion of User Acceptance Testing. • County Approved test documentation.

Task 13 Perform Regression Testing
<p>Task Description</p> <p>Contractor will support County Regression Testing activities in accordance with the Test Plan developed to ensure that changes to the MCCA and Licensed Software do not introduce defects.</p>
<p>Personnel Requirements</p> <ul style="list-style-type: none"> • Contractor Key Resources

Task 13 Perform Regression Testing	
<ul style="list-style-type: none"> • • County Key Resources • 	
Subtasks/Deliverables	
<p>Subtask 13.1 Select Regression Test Scripts, Test Scenarios, Test Cycles, and Common Test Data</p> <p>Contractor will perform and assist County in performing Regression Testing activities at a minimum when:</p> <ul style="list-style-type: none"> • New code is loaded; • A configuration change occurs; • Regulatory changes; and • Hardware and operating system changes occur. <p>Contractor will:</p> <ul style="list-style-type: none"> • Assist County in identifying appropriate regression test scripts from the test scripts developed in Subtask 10.1 (Develop Test Scripts, Test Scenarios, Test Cycles and Common Test Data) and Subtask 11.1 (Identify Integration Test Scripts, Test Scenarios, Test Cycles and Common Test Data) and in developing any further test scripts that may be required for Regression Testing; • Assess selected test scripts for completeness and accuracy related to Regression Testing and document gaps; • Identify additional test scenarios, test scripts and test data to address gaps; • Assist County in developing additional tests scripts for Regression Testing; • Develop draft test cycle control sheet detailing when and by whom test cycles will be executed and submit it to County for feedback; • Provide support by responding to all County ad hoc calls and emails in a timely manner to address questions as they arise; and • Deliver additional training on Regression Test script and common test data development to County personnel as needed. 	<p>Deliverable 13.1 Regression Test Scripts, Test Scenarios, Test Cycles, and Common Test Data</p> <ul style="list-style-type: none"> • Regression Test scripts. • Test cycle control sheet. • Common test data loaded into test environment database. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved test scripts and test scenarios. • County verification that common test data required to complete all test scripts has been identified, developed, and loaded. • County Approved test cycle control sheets.

Task 13 Perform Regression Testing	
<p>Subtask 13.2 Perform Regression Testing</p> <p>Contractor will provide Services to assist County in performing Regression Testing activities. Contractor Services will include:</p> <ul style="list-style-type: none"> • Provide support during County Regression Testing activities in accordance with Test Plan and test scripts; • Review County log of Errors and defects; • Resolve all Errors and defects and support County personnel in trouble shooting issues, as applicable; • Assist County with re-testing defect fixes; • Regularly communicate with County regarding status and schedule of regression testing; and • Document test results. <p>Contractor will monitor status and schedule of Regression Testing and support re-testing resolved defects. Contractor will provide Regression Testing Summary Reports that include:</p> <ul style="list-style-type: none"> • Regression testing progress update; • Review of open issues; and • Plan and schedule for resolution of defects. 	<p>Deliverable 13.2 Completed Regression Testing</p> <ul style="list-style-type: none"> • Regression Testing complete. • Test documentation including complete Error and defect log with documented resolution and Regression Testing Summary Reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor validated completion of regression testing and resolution of all Errors and defects. • County Approved test documentation.

Task 14 Perform Load Testing
Task Description
<p>Contractor will support County Load Testing activities (i.e., stress and volume testing) in accordance with the Test Plan to ensure the MCCS and Licensed Software performs in accordance with the Specifications and Service Levels during times of high system demand.</p>
Personnel Requirements
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> •

Task 14 Perform Load Testing	
Subtasks/Deliverables	
<p>Subtask 14.1 Identify Load Test Scripts, Test Scenarios, Test Cycles, and Common Test Data</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Assist County in identifying appropriate Load Test scripts from the test scripts developed in Subtask 10.1 (Develop Test Scripts, Test Scenarios, Test Cycles and Common Test Data) and in developing any further test scripts that may be required for Load Testing; • Assess selected test scripts for completeness and accuracy related to Load Testing and document gaps; • Identify additional test scenarios, test scripts and test data to address gaps; • Assist County in developing additional tests scripts for Load Testing; • Develop draft test cycle control sheet detailing when and by whom test cycles will be executed and submit it to County for feedback; • Provide support by responding to all County ad hoc calls and emails in a timely manner to address questions as they arise; and • Deliver additional training on Load Test script and common test data development to County personnel as needed. 	<p>Deliverable 14.1 Load Test Scripts, Test Scenarios, Test Cycles, and Common Test Data</p> <ul style="list-style-type: none"> • Load Test scripts. • Test cycle control sheet. • Common test data loaded into test environment database. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved test scripts and test scenarios. • County verification that common test data required to complete all test scripts has been identified, developed and loaded. • County Approved test cycle control sheets.
<p>Subtask 14.2 Perform Load Testing</p> <p>Contractor will provide Services to assist County in performing Load Testing activities. Contractor Services will include:</p> <ul style="list-style-type: none"> • Provide on-site support during County Load Testing activities in accordance with test plan and test scripts; • Review County log of Errors and defects; • Resolve all Errors and defects and support County personnel in trouble shooting issues, as applicable; • Develop and implement plans to resolve performance and other technical issues identified as a result of the Load Testing; • Assist County with re-testing defect fixes; • Regularly communicate with County regarding 	<p>Deliverable 14.2 Completed Load Testing</p> <ul style="list-style-type: none"> • Load Testing complete. • Test documentation including complete Error and Defect log with documented resolution. • Corrected performance or technical issues arising from Load Testing. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor validated completion of Load Testing and resolution of all Errors, defects, and performance and other technical issues identified. • County Approved test documentation.

Task 14 Perform Load Testing	
<p>status and schedule of Load Testing; and</p> <ul style="list-style-type: none"> • Document test results. <p>Contractor will monitor status and schedule of Load Testing and support re-testing resolved defects. Contractor will conduct daily wrap up sessions that include:</p> <ul style="list-style-type: none"> • Load Testing progress update; • Review of open issues; and • Plan and schedule for resolution of defects. 	

5.3 Interfaces.

Task 1 Perform Current State Assessment	
Task Description	
Contractor will identify and validate the necessary Interfaces and develop a Risk Analysis and Interfaces Implementation Plan Document.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 1.1 Document Interfaces Current State Assessment</p> <p>Contractor will perform an Interfaces Current State Assessment as it relates to the MCCS, Licensed Software, and Third Party Property, and document the assessment.</p> <p>Contractor will draft an Interfaces Current State Assessment that includes the following:</p> <ul style="list-style-type: none"> • All existing Interfaces; • Source systems for Interfaces to and from the MCCS; • Target systems for Interfaces to and from the MCCS; • County will provide vendor contacts required for Interfaces with any third-party system, and any other applicable information regarding such third-party systems; • High level Interface description (types of data, messaging, and Interface tools and plan); 	<p>Deliverable 1.1 Interfaces Current State Assessment</p> <ul style="list-style-type: none"> • Interfaces Current State Assessment, including identified risks. • Risk Analysis Document with recommendations for workarounds that include recommendations that have a high likelihood of improving: <ul style="list-style-type: none"> • Efficiency; • Security; and • County experience. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Interfaces Current State Assessment is stored electronically in a location accessible to County, and it incorporates, and is consistent with, County-provided input. • The Interfaces Current State Assessment and

Task 1 Perform Current State Assessment	
<ul style="list-style-type: none"> • Projected transaction volume and frequency provided by County; • Identification of existing Contractor Interfaces that meet or may facilitate addressing the County Interface requirements (For the avoidance of doubt, prior Contractor Interface work and tools are to be made available to County as part of the Services). <p>Contractor will analyze the findings of the Interfaces Current State Assessment and prepare a Risk Analysis Document that (a) identifies and documents issues, risks and barriers that may interfere with the Interfaces work stream, and (b) proposes recommendations and options for mitigating the identified risks, including:</p> <ul style="list-style-type: none"> • Identifying (a) any Interfaces which Contractor cannot develop or has not been able to develop in the past, (b) any third-party systems for which Contractor has experienced problems developing Interfaces in the past; • Identifying problematic service level agreements with third-party systems for which County requires an Interface; and • Identifying Interfaces for which a workaround may be required, and any limitations associated with the applicable workaround. <p>Contractor will develop a Risk Analysis Document using industry standards, Best Practices, Contractor’s knowledge base and the expertise of Contractor’s SMEs.</p> <p>Contractor will review the draft Interfaces Current State Assessment with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Interfaces Current State Assessment and submit the updates to County for Approval.</p>	<p>analysis addresses all elements described in Subtask 1.1 (Document Interfaces Current State Assessment).</p> <ul style="list-style-type: none"> • The Interface Current State Assessment has been Approved by County. • The Risk Analysis Document demonstrates substantial detail and breadth of scope as determined by County. • The Risk Analysis Document has been Approved by County.
<p>Subtask 1.2 Prepare Interfaces Implementation Plan Document</p> <p>Contractor will prepare an Interfaces Implementation Plan Document, which, at a minimum, will:</p> <ul style="list-style-type: none"> • Include any existing systems or Interfaces that will be (a) discontinued, (b) retained and replaced with new systems/Interfaces to the 	<p>Deliverable 1.2 Interfaces Implementation Plan Document</p> <ul style="list-style-type: none"> • Interfaces Implementation Plan Document. • Updated Project Work Plan for Interfaces that specify when each Interface will be developed and completed.

Task 1 Perform Current State Assessment	
<p>MCCS, or (c) added;</p> <ul style="list-style-type: none"> Specify the timing, sequencing and coordination of the development and implementation of each Interface that is tied to related County work streams and the MCCS Deployment; Identify potential temporary Interfaces needed during deployment of the system; Specify data conversion requirements and associated dependencies; Include a draft future state data flow diagram; and Specify the process and procedures for global Interface downtime and recovery Plan. <p>Contractor will review the draft Interfaces Implementation Plan Document with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Interfaces Implementation Plan Document and submit a final version to County for Approval.</p> <p>Contractor will use the Interfaces Implementation Plan Document to update Project Work Plan with information regarding when each Interface will be developed and completed.</p>	<p>Acceptance Criteria:</p> <ul style="list-style-type: none"> The Interfaces Implementation Plan Document incorporates, and is consistent with, County-provided input. The Interfaces Implementation Plan Document addresses all elements described in Subtask 1.2 (Prepare Interfaces Implementation Plan Document). The Interfaces Implementation Plan Document has been Approved by County. The updated sub-Project Work Plan for Interfaces incorporates, and is consistent with, the information set forth in the Approved Interfaces Implementation Plan Document, and has been Approved by County. The updated Project Work Plan includes any tasks and deliverables by third-party vendors to meet the MCCS requirements (including dependencies with third-party vendor agreements).

Task 2 Design Interfaces	
Task Description	
For each required Interface, Contractor and County will develop functional and technical Specifications.	
Personnel Requirements	
<ul style="list-style-type: none"> Contractor Key Resources <ul style="list-style-type: none"> County Key Resources <ul style="list-style-type: none"> 	
Subtasks/Deliverables	
<p>Subtask 2.1 Document Functional and Technical Specifications for Interfaces</p> <p>Contractor will coordinate all activities between the County Interfaces Workgroup and the project activities associated with (a) the development</p>	<p>Deliverable 2.1 Functional and Technical Specifications for Interfaces</p> <ul style="list-style-type: none"> Interface Specifications Document for each Interface. Updated to Interfaces Risk Analysis Document.

Task 2 Design Interfaces

and deployment of the MCCS, and (b) data conversion activities specified in this SOW, including:

- Engaging the County Interfaces Workgroup in the System Review, Design Review, and System Validation for the Licensed Software;
- Engaging the County Interfaces Workgroup in the applicable data conversion activities;
- Assisting County in determining which Interfaces are required for the MCCS;
- Documenting any Interface requirements between the MCCS and internal and external systems;
- Identifying any dependencies between the development of each Interface and the development and deployment of the applicable Modules/components of the MCCS; and
- Identifying requirements associated with migration of the applicable data.

Contractor will draft functional and technical Specifications for each required Interface (“**Interface Specifications Document**”) that, at a minimum, specifies the following:

- Name and high level description of the County system with which an Interface is required, and a description of the purpose and function of the Interface;
- Requirements of the MCCS either to receive or send required elements and values; including:
 - Elements and values required by County, the Contractor, and any third-party vendor; and
 - Detailed description of what the Interface can or cannot accommodate, the impact to the MCCS, and alternatives where required.
- Interface engine(s) that will be used to manage the Interface transactions;
- List of transactions and data content for Interfaces required for each County system;
- Specifications for mapping, aliasing and/or

Acceptance Criteria:

- The Interfaces Specifications Document for each Interface incorporates, and is consistent with, County-provided input.
- The Interfaces Specifications Document for each Interface addresses all elements described in Subtask 2.1 (Document Functional and Technical Specifications for Interfaces).
- The Interface Specifications Document for each Interface has been Approved by County.
- The updates to the Risk Analysis Document address all elements described in Subtask 2.1 (Document Functional and Technical Specifications for Interfaces) and have been Approved by County.
- The Interface Specifications Document for each Interface that interacts with a third-party system includes information from the third-party vendor necessary for Contractor to build the Interface.

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transforming the data to conform to the applicable system and to the MCCS;

- Processes and requirements for Interface management, including filtering, throttling, queuing, retention period, and resending/republishing of messages;
- Performance requirements for each transaction, including real time vs. periodic, latency, etc.;
- Established standard for the Interface transaction which will be used for the necessary Interface. If a standard cannot be met, Contractor will propose an alternative (including justification for using something other than an established standard);
- Specifications of the data and transport mechanisms required for the Interface transaction;
- Specifications of system operating requirements for the Interface;
- Specifications for monitoring the traffic through the Interface, and reporting requirements to County for unusual traffic;
- Requirements for identification of exception types and exception processing of transactions;
- Specifications for downtime and recovery plan for each Interface;
- Specifications for Interface connectivity including:
 - TCP/IP addresses;
 - Ports and firewall rules;
 - Client engines; and
 - Security certifications/VPN.
- System administrator account provisioning requirements for Interface access and control;
- Bandwidth requirements and transaction volumes;
- The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface).

If Contractor and County cannot agree on

Task 2 Design Interfaces	
<p>Contractor’s proposed solution for any Interface that must be built to meet County’s requirements, Contractor will expeditiously escalate the issue to the predefined governance process.</p> <p>Contractor will review the functional and technical Interface Specifications Document with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the functional and technical Interface Specifications Document and submit a final version to County for Approval.</p> <p>Contractor will work with the applicable third-party vendors as required for Contractor to create the functional and technical Specifications for each required Interface.</p> <p>Contractor will update the Risk Analysis Document based on the functional and technical Specifications developed for the Interface, to identify any additional issues and barriers that interfere with achieving the objectives of the Interfaces work stream and propose options for mitigating the identified risks, including identifying:</p> <ul style="list-style-type: none"> • Any Interfaces which Contractor cannot develop or has not been able to develop in the past; • Any third-party systems for which Contractor has experienced problems developing Interfaces in the past; • Any data types, fields, or segments that Contractor cannot support via an Interface; and • Interfaces for which a workaround may be required and any limitations associated with the applicable workaround. 	
<p>Subtask 2.2 – Develop Interface Test Plan</p> <p>Contractor will develop and document an Interface Test Plan with input and participation from County that, at a minimum, includes:</p> <ul style="list-style-type: none"> • The testing tools used to test each Interface; • All resources required to test each Interface; • County-specific Unit and System Test scripts for each Interface; 	<p>Deliverable 2.2 Interface Test Plan</p> <ul style="list-style-type: none"> • Interface Test Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Interface Test Plan incorporates, and is consistent with, County-provided input. • The Interface Test Plan addresses all elements described in Subtask 2.2 (Develop Interface

Task 2 Design Interfaces	
<ul style="list-style-type: none"> • On-site training sessions on the Interfaces to County personnel to allow Unit and System Testing to commence; • Training on overall testing approach and specifically on Unit and System Testing; • Documentation of the appropriate tests which need to be conducted on the Interfaces; • Identification and documentation of the roles and responsibilities of Contractor resources, County Interfaces Workgroup members, third-party vendors, and SMEs who will play a role in Interface validation testing; • A test plan for Unit and System Testing of each Interface; • Samples of Unit and System Test scripts (including test script for reviewing historical data where applicable) for Interfaces; • Identification and documentation of relevant test scenarios for each Interface; • Identification and documentation of relevant test data, and regression test data; • A process for the development of Unit and System Test scripts and test data, including the assumed data for the starting point of the unit test scripts; • Identification of any activities required by County team and third-party vendors for testing and validation of Interfaces and ensure that these activities have been assigned to the relevant team members/third-party vendors; • A process to coordinate the timing and scope of Interface testing with applicable testing related to other work streams; and • A process to incorporate feedback and County Approved modifications recorded in the Interface Specifications Document. <p>Contractor will review the Interfaces Test Plan with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the functional and technical Interface Specifications Document and submit a final version to County for Approval.</p>	<p>Test Plan).</p> <ul style="list-style-type: none"> • The Interface Test Plan has been Approved by County.

Task 3 Build and Test Interfaces	
Task Description	
The Contractor will be responsible for developing the County identified Interfaces between the MCCS and external systems.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 3.1 Build and Test Interfaces</p> <p>Contractor will build or supply an Interface engine to manage the Interface transactions.</p> <p>At County’s discretion, Contractor will either (a) build the complete Interface prior to testing or (b) build each Interface using the partial build approach outlined below.</p> <p>For Interfaces built using the partial build concept, Contractor will:</p> <ul style="list-style-type: none"> • Iteratively build the Interface’s functionality and content until the full build of the Interface content and functionality is complete; • Develop a Release Schedule for the Interface; • Regularly release new functionality in a structured and scheduled manner to the County Unit and System Test environment; • On an ongoing basis, provide the County Project Manager with an updated Release Schedule as to the new content and functionality delivered in each release of the Interface; • Report weekly on progress toward complete build and alert County of any issues or risks; and • Notify County when each Interface has been fully configured to include all Specifications related to the Interface. <p>As each Interface is completed, County will test the Interface and identify defects and Omissions. Contractor will:</p> <ul style="list-style-type: none"> • Provide ad hoc telephone, email, and in person support to County testing team(s); • Monitor progress of testing and provide 	<p>Deliverable 3.1 Tested Interfaces</p> <ul style="list-style-type: none"> • Interface Release Schedule. • Interfaces built which conform to the functional and technical Interface Specifications Document. • Documented results with County input and participation of each completed and tested Interface. • List of resolved defects and Omissions, including date of completion, retest results, and County Approval for each Interface. • County-Approved completed Unit Testing and System Testing for each Interface. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved Interface Release Schedule. • County Approved built and tested Interfaces. • Resolution of all outstanding defects defined as required for Acceptance of each Interface. • Interface build completion document provided by Contractor is approved by County. • Unit and System Test conclusion criteria have either been achieved or exceptions documented and Approved by project governance. • All defects and change requests that remain for each Interface, but are not essential to Integration Testing, but essential to system deployment, are identified on the issues list by mutual agreement, and documented severity levels identified.

Task 3 Build and Test Interfaces

County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.;

- Provide a structured online tool and format for County to record and report defects and Omissions;
- Enter those defects and Omissions which are not entered directly by County personnel but which are, instead, communicated by email to Contractor Project Manager;
- Correct defects and update Release Schedule to notify County of the build in which defect resolutions will be released;
- Address identified Omissions as follows:
 - Document and verify the requirements to address the Omission in a consistent and structured format;
 - Address all Omissions which will have little or no impact on Project Work Plan or risk and update the Release Schedule to notify County when the new content or functionality will be released;
 - Escalate all Omissions which will have impact on Project Work Plan or risk for consideration by the governance process;
 - Contractor and County will jointly determine whether a requested change should be pursued at this stage in the project, pursued as a change request after Deployment, or should be rejected;
 - Address all Omissions which are approved by the governance body and update the Release Schedule to notify County when the new content or functionality will be released; and
 - Provide test scripts with County input and participation to validate release of new functionality which addresses County Approved Omissions.
- Provide County with sample criteria and assist County in adopting criteria for closing Unit and System Testing and moving to Integration Testing; and

Task 3 Build and Test Interfaces

- Document County Approved Unit and System Testing conclusion criteria.

For each Interface, Contractor will:

- Track progress on Deliverables and report progress as well as issues and risks in the weekly Status Reports;
- Update and maintain a Risk and Issue Matrix related to the completion of Interfaces Specifications and alert County of any risks to schedule;
- Provide build Documentation and descriptions for successful ongoing maintenance and support of Contractor provided Interfaces including:
 - Identification of all systems which utilize the Interface;
 - Functionality of the Interface, the hardware and software components, transactions involved, and security and integrity requirements; and
 - Interface requirements including data protocols, data formats, communications methods, and processing priorities.
- Configure, code, and test all applications, application extensions, and data acquisition/Interfaces in accordance with the functional and technical Interface Specifications Document;
- Execute the Interface Test Plan, including Unit Testing, and Integration Testing;
- Utilize test scripts to test each Interface;
- Test the Interfaces;
- Log issues and defects related to testing of Interfaces;
- Resolve issues and defects;
- Provide updates on status of defect resolution and implementation of County Approved change requests on weekly calls;
- Release defect resolutions and implemented change requests as part of the build release cycles;
- Support County in re-testing resolved defects deployed by Contractor;

Task 3 Build and Test Interfaces	
<ul style="list-style-type: none"> • Jointly decide with County through the governance process when the Interface build is ready for moving to Integration Testing, based on: <ul style="list-style-type: none"> • Completeness of functionality and content; and • Severity of outstanding defects. <p>Contractor will notify County once each Interface build, as documented in the Interfaces Specifications, is complete.</p>	

5.4 Security.

Task 1 Conduct Initiation Session	
Task Description	
<p>The team members from Contractor, and County, and, as necessary, will be introduced and their specific roles will be described. Security-specific training on the Licensed Software and Third-Party Products will be provided for the County personnel working on this SOW (referred to in this Exhibit as the “County Security Workgroup” or “County Workgroup” and the County Security Workgroup will be introduced to various Contractor tools, methodologies, and Best Practice recommendations that will be used throughout this SOW.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Resources <ul style="list-style-type: none"> • • County Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 1.1 Conduct Initiation Session for Security Workgroup</p> <p>Contractor will conduct an initiation session to provide an introduction to the Workgroup to the security Services, including the timelines and nature of the work effort that will be required to implement this SOW.</p> <p>Contractor will conduct the initiation session as follows:</p> <ul style="list-style-type: none"> • Review and document Licensed Software Modules for which Security capabilities must be delivered to County; • Illustrate and document dependencies between the Security SOW and any other SOWs and project work streams; including at 	<p>Deliverable 1.1 Initiation Session for Security Workgroup</p> <ul style="list-style-type: none"> • Initiation session materials for County review one (1) week prior to initiation session. • Initial list of County and MCCS systems for which Security capabilities must be delivered for review during initiation session. • Report documenting Security SOW dependencies. • List of County Workgroup members who attended the initiation session. • List of assignments and roles associated with those assignments for members of County Workgroup.

Task 1 Conduct Initiation Session	
<p>a minimum:</p> <ul style="list-style-type: none"> • Requirements gathering and functional/technical Specifications during system review, design review and system validation; • Testing, including Integration Testing, penetration testing, and User Acceptance Testing; • Go-Live readiness assessment; and • Post-Go-Live assessment. <ul style="list-style-type: none"> • Review tasks, Deliverables and Milestones for the development of Security. <ul style="list-style-type: none"> • Train the County Workgroup on the required processes and tools used to support the implementation of this SOW. • Provide the County Workgroup with an overview of SDLC methodology including system and design review activities and data collection processes. <p>After the initiation session, Contractor will prepare an initiation session Event Summary Report for review and Approval by County.</p>	<ul style="list-style-type: none"> • Initiation Session Event Summary Report. • Agenda/schedule for initiation session. • Initiation session presentation materials. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Initiation Session Event Summary Report from Contractor documenting that initiation session (a) has been completed, and (b) includes accurate documentation of the content, outcomes and next steps agreed upon at the Initiation Session Event. • The Initiation Session Event Summary Report has been approved by County. • Report documenting Security SOW dependencies addresses all elements described in Subtask 1.1 (Conduct Initiation Session for Security Workgroup). • Report documenting Security SOW dependencies has been Approved by County. • Agreed upon and understood learning objectives for County personnel. • Contractor evidence that County personnel have achieved stated learning objectives required for project progression according to stated timelines.

Task 2 Document Security Objectives and Protection Requirements	
Task Description	
Contractor will document and validate with County the security objectives and protection requirements for the MCCS in accordance with the Agreement.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Resources <ul style="list-style-type: none"> • • County Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 2.1 Document Security Objectives and Protection Requirements</p> <p>Contractor will draft a Security Protection Requirements Document outlining security threats, risk, security objectives (confidentiality,</p>	<p>Deliverable 2.1 Security Objectives and Protection Requirements</p> <ul style="list-style-type: none"> • Security Protection Requirements Document. • Security Assessment document.

Task 2 Document Security Objectives and Protection Requirements

integrity, availability, user control, accountability) and relevant protection requirements that address current risks and those foreseen by the time implementation is complete. The Security Protection Requirements Document will:

- Define the solution security protection framework including:
 - Authentication;
 - Authorization;
 - Auditing;
 - Data confidentiality and integrity;
 - Data validation and content scanning; and
 - Management and administration.
- Identify existing security protection capabilities within County that are applicable to the M CCS;
- Identify how the M CCS will leverage existing County security protection capabilities to improve the overall security of the M CCS and/or make the user experience simpler (e.g. reduce the need to sign in to the Licensed Software separately by leveraging the County’s existing access control capabilities);
- Identify additional security considerations for County and Contractor to consider mitigating known vulnerabilities in the M CCS, including the Licensed Software;
- Map each protection requirement to identified County security threat and risk to enable non-technical managed care personnel to quickly and easily understand the likelihood and impact of any security-related risk as justification for protection requirement;
- Map each security and privacy requirement of the Agreement to a description of the physical or logical protections designed to address the requirement along with reference to the implementation strategy, if applicable, for each protection;
- Ensure the protection requirements address all relevant legal and regulatory requirements including but not limited to the following

- Security Protection Requirements Document and Security Assessment validation session.

Acceptance Criteria:

- County Approved Security Protection Requirements Document.
- County Approved Security Assessment document.

Task 2 Document Security Objectives and Protection Requirements	
<p>items (attach all these requirements to the Security Protection Requirements document):</p> <ul style="list-style-type: none"> • Federal, State and County mandated information protection requirements; • Contractor Hosting Services and Hosting Environment security policies; • Physical security requirements at County facilities as they relate to the MCCS; and • Information protection requirements specified in the Agreement. <ul style="list-style-type: none"> • Document the target security architecture and map the relevant Licensed Software security features and functions (e.g. access controls, authentication, encryption) to the following key architecture components: <ul style="list-style-type: none"> • Authentication; • Authorization; • Access Governance; <ul style="list-style-type: none"> ▪ Roles, rules, entitlements, policy management; and ▪ Access request and approval workflow. • Auditing; • Data confidentiality and integrity; • Data validation and content scanning; • Network security; and • Management and administration. <p>Contractor will conduct a validation session of the draft Security Protection Requirements Document and Security Assessment with County. Contractor will incorporate County feedback and proposed changes into the Security Assessment and Security Protection Requirements Document and submit a final version to County for Approval.</p>	
<p>Subtask 2.2 Develop System Security Plan</p> <p>Contractor will draft a System Security Plan to ensure that application security will be addressed throughout the project’s entire lifecycle. The System Security Plan includes:</p> <ul style="list-style-type: none"> • Description of the application security; • Security risks and concerns; 	<p>Deliverable 2.2 System Security Plan</p> <ul style="list-style-type: none"> • System Security Plan. • System Security Plan review session. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved System Security Plan.

Task 2 Document Security Objectives and Protection Requirements	
<ul style="list-style-type: none"> • Roles and responsibilities; and • Security project management requirements. <p>Security-specific project Deliverables based on Subtask 2.1 (Document Security Objectives and Protection Requirements) covering end-to-end information protection in all states (at rest/motion/use).</p> <p>Contractor will conduct a review session of the draft System Security Plan and risk assessment with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the System Security Plan and submit a final version to County for Approval.</p> <p>Throughout the project, Contractor will periodically review and update the System Security Plan. Contractor will alert County of potential issues and mitigate security issues early on in the project life cycle.</p>	<ul style="list-style-type: none"> • Final System Security Plan addresses all required elements described in Task 2.2 (Develop System Security Plan). • Final System Security Plan is delivered in accordance with the Agreement, Specifications and agreed delivery date, and has been Approved by County.

Task 3 Implement Security Monitoring and Auditing Infrastructure and Processes	
Task Description	
<p>Contractor will set up, test, and deploy the infrastructure and processes required for the monitoring and auditing of security including all activities necessary to ensure that the security monitoring and auditing infrastructure and processes will be ready and operate in accordance with the security requirements by the time of Go-Live.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Resources <ul style="list-style-type: none"> • • County Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 3.1 Set Up and Configure Monitoring and Auditing Infrastructure and Processes</p> <p>Contractor will set up and configure monitoring and auditing infrastructure and processes in accordance with the System Security Plan in Subtask 2.2 (Develop System Security Plan).</p> <p>Contractor will setup security monitoring infrastructure and document processes in Security Monitoring Infrastructure Documentation and Security Monitoring Process</p>	<p>Deliverable 3.1 Monitoring and Auditing Infrastructure and Processes</p> <ul style="list-style-type: none"> • Security Monitoring Infrastructure Documentation. • Security Monitoring Process Documentation. • Security Auditing Infrastructure Documentation. • Security Auditing Process Documentation.

Task 3 Implement Security Monitoring and Auditing Infrastructure and Processes	
<p>Documentation that includes:</p> <ul style="list-style-type: none"> • Security monitoring tools; • Vulnerability management; • Security information and event management; • Roles and responsibilities of Contractor and County; • Privilege access monitoring; • Incident management; and • Change management. <p>Contractor will setup security auditing infrastructure and document processes in Security Auditing Infrastructure Documentation and Security Auditing Process Documentation that include:</p> <ul style="list-style-type: none"> • Security auditing tools; • Roles and responsibilities of Contractor and County; • Audit Issue management; • Escalation procedures; and • Incident notification and risk assessment and mitigation. <p>Throughout the project, Contractor will periodically review and update the System Monitoring and Auditing Infrastructure and Processes Documentation. Contractor will alert County of potential issues and mitigate security issues early on in the project lifecycle.</p>	<p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved Security Monitoring Infrastructure Documentation. • County Approved Security Monitoring Process Documentation. • County Approved Security Auditing Infrastructure Documentation. • County Approved Security Auditing Process Documentation.
<p>Subtask 3.2 Deploy Security Monitoring and Auditing Tools</p> <p>Contractor will deploy the Security Monitoring and Auditing Tools related to Licensed Software and Third-Party products, including:</p> <ul style="list-style-type: none"> • Design, configure, and test infrastructure for the Security Monitoring and Auditing Tools; and • Train County personnel on accessing Security Monitoring and Auditing Tools, dashboards and reports. 	<p>Deliverable 3.2 Security Monitoring and Auditing Tools</p> <ul style="list-style-type: none"> • Security Monitoring and Auditing Tools. <p>Acceptance Criteria</p> <ul style="list-style-type: none"> • County Approved Security Monitoring and Auditing Tools.

Task 4 Implement Roles and Provision Users
Task Description

Task 4 Implement Roles and Provision Users	
<p>Contractor will identify and set up user roles and the required authorizations for Licensed Software and Third-Party Product access.</p>	
<p>Personnel Requirements</p> <ul style="list-style-type: none"> • Contractor Resources <ul style="list-style-type: none"> • • County Resources <ul style="list-style-type: none"> • 	
<p>Subtasks/Deliverables</p>	
<p>Subtask 4.1 Document User Security Profiles (Roles and Authorizations)</p> <p>Contractor will draft an Enterprise-wide User Security Profiles Document that includes:</p> <ul style="list-style-type: none"> • Approach to defining and documenting standardized user security profiles and required authorizations for system access, as well as for administrative access to “back office” solution components such as databases, servers, production data, etc.; • User roles for accessing Licensed Software, Third-Party Products, and Hosting Software; • Policies and procedures for provisioning and de-provisioning user identities based on Best Practices for identity and access management solutions; and • Training materials for County personnel to provision users and managing user accounts. <p>Contractor will conduct a review session of the Enterprise-wide User Security Profiles Document with County, including SMEs from all relevant SOWs and work streams.</p> <p>Contractor will incorporate County feedback and proposed changes into the Enterprise-wide User Security Profile Document and submit a final version to County for Approval.</p> <p>Contractor will conduct training of County personnel on user provisioning and user account management in accordance with the training requirements of this SOW.</p>	<p>Deliverable 4.1 User Security Profiles Document</p> <ul style="list-style-type: none"> • Enterprise-wide User Security Profiles Document. • Enterprise-wide User Security Profiles Document review session. • Training on user provisioning and user account management. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved Enterprise-wide User Security Profiles Document. • County Approved required authorizations for system access. • County Approved policies and procedures for provisioning and de-provisioning user identities.
<p>Subtask 4.2 Implement User Roles and Authorizations</p> <p>Contractor will support County implementation of user roles and authorizations, including:</p>	<p>Deliverable 4.2 User Roles and Authorizations</p> <ul style="list-style-type: none"> • Implemented user roles and authorizations. • Documentation and tools to support County implementation of user roles and

Task 4 Implement Roles and Provision Users	
<ul style="list-style-type: none"> • Integration of roles with County Identity Access Management (“IAM”) capabilities; • Providing assistance in the setup of user roles within County IAM systems, if available; • Setup roles within the MCCS; and • Setup of the required authorizations for MCCS access, including privileged uses (as described in the comment above). <p>Contractor will document, and provide tools, and advice to support the County implementation of user roles and authorizations, including:</p> <ul style="list-style-type: none"> • Governance mechanisms for the maintenance of roles over time; • Suggested change management processes; • Suggested provisioning process; and • Staff training, for the implementation and maintenance and revision of roles on an ongoing basis. <p>Contractor will develop and document User Role and Authorization Test Plan that includes:</p> <ul style="list-style-type: none"> • Input into module-specific test scripts and test data; • Security test scripts for monitoring and audit tools; • Testing process; and • Process for reporting and fixing testing defects. 	<p>authorizations.</p> <ul style="list-style-type: none"> • User Role and Authorization Test Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County Approved user roles. • County Approved authorizations for system access. • County receipt of documentation and tools to support County implementation of user roles and authorizations. • County Approved User Role and Authorization Test Plan.
<p>Subtask 4.3 Populate User Roles and Authorizations</p> <p>Contractor will validate County-provided list of users and roles.</p> <p>Contractor will migrate all user roles and authorizations for MCCS access into the training and Production Environments as it relates to the roles in the MCCS.</p> <p>Contractor will assist County in creating generic user accounts in the training environment(s) that do not have access to County Data.</p> <p>Contractor will provision users in the Production Environments.</p> <p>Contractor will document:</p>	<p>Deliverable 4.3 User Roles and Authorizations Populate To Production Environment</p> <ul style="list-style-type: none"> • Documented user security profiles, including roles and authorizations. • Migrated user roles and authorizations for system access into the Production Environment. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • User roles successfully migrated. • County Approved user security profiles.

Task 4 Implement Roles and Provision Users	
<ul style="list-style-type: none"> • User security profiles, including roles and authorizations; and • Users provisioned. <p>Contractor will coordinate migration activities with other relevant deployment activities set forth in the Agreement and this SOW.</p>	

5.5 Data Run-Out.

Task 1 Data Run-Out Plan	
Task Description	
<p>During this task, Contractor will develop the Data Run-Out Plan for County’s Approval, including roles and responsibilities for Contractor Personnel and County staff and procedures to ensure controls are in place in accordance with County policies.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 1.1 Develop Data Run-Out Plan</p> <p>Upon completion of the MCCS System Build, County will identify an “as of” date for cut-off of data entry into the Patient Management System (“PMS”).</p> <p>The MCCS and the PMS will run simultaneously for an agreed upon period of time in compliance with County policies and procedures.</p> <p>This will allow County to process authorizations and pay claims, while ensuring access to historical data, such as:</p> <ul style="list-style-type: none"> ▪ Member Data ▪ Authorizations ▪ Benefits ▪ Service Limits ▪ LOA’s ▪ Service Codes ▪ Vendor Information 	<p>Deliverable 1.1 Data Run-Out Plan</p> <ul style="list-style-type: none"> • Data Run-Out Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Data Run-Out Plan incorporates, and is consistent with, County-provided input. • Final Data Run-Out Plan addresses all required elements described in Subtask 1.1 (Develop Data Run-Out Plan). • Final Data Run-Out Plan has been Approved by County.

Task 1 Data Run-Out Plan	
<ul style="list-style-type: none"> ▪ Provider Information ▪ Fee Schedules ▪ Health Plans <p>The new MCCA system will become the repository for all new data including:</p> <ul style="list-style-type: none"> ▪ Members/Eligibility ▪ Providers ▪ Authorizations ▪ Claims ▪ LOA's ▪ And all other transactional records. <p>Once County determines when all open authorizations will be closed and all unpaid claims are processed, Contractor and County will work to archive the data in the PMS, and transfer all necessary information into the MCCA. This may include:</p> <ul style="list-style-type: none"> ▪ Member Out of Pocket Accumulation (if applicable) ▪ Benefit accumulators (if applicable) ▪ Any other applicable data determined by County to be necessary for business continuity. 	

Task 1 Develop and Document Data Conversion Plan	
Task Description	
<p>During this task, Contractor will develop for County's Approval a Data Conversion Plan, including identification of source systems, approach to conversion, data load, validation and data cleansing, roles and responsibilities for Contractor Personnel and County staff, and procedures to ensure controls are in place in accordance with County policies.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 1.1 Confirm and Validate Data Sources</p> <p>Contractor will document and validate the systems for which data conversion will be performed, including systems identified by</p>	<p>Deliverable 1.1 Data Sources</p> <ul style="list-style-type: none"> • Data sources for data conversion. • Risk Analysis Document.

Task 1 Develop and Document Data Conversion Plan	
<p>County.</p> <p>Contractor will review the data sources and elements identified. Contractor and County will jointly conduct an assessment of the data quality. Contractor will draft a Data Quality Assessment with County input and participation that identifies at the minimum:</p> <ul style="list-style-type: none"> • Data integrity issues; • Data cleansing effort required; and • Recommendations for the extent of inclusion of data source/data element in the conversion. <p>Contractor will develop a Risk Analysis Document that, for each data source to be converted, will (a) identify and document issues, risks and barriers that may interfere with the data conversion work stream and (b) propose recommendations and options for mitigating the identified risks, including identifying:</p> <ul style="list-style-type: none"> • Data which Contractor cannot convert or has not been able to convert in the past; • Any systems for which Contractor has experienced problems converting data in the past; • Data sources where the “catch-up” or cutover process involves significant complexity, labor or risk; and • Historical data or data sources for which the cost and/or effort of the data conversion likely outweighs its benefit. <p>Contractor will conduct a review session of the Data Quality Assessment and recommendations with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Data Quality Assessment and submit a final version to County for Approval.</p>	<ul style="list-style-type: none"> • Data Quality Assessment. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Documented and County Approved data sources. • The Risk Analysis Document addresses all elements described in Subtask 1.1 (Confirm and Validate Data Sources). • The Risk Analysis Document demonstrates substantial detail and breadth of scope as determined by County, and incorporates, and is consistent with, County-provided input. • The Risk Analysis Document has been Approved by County. • The Data Quality Assessment addresses all elements described in Subtask 1.1 (Confirm and Validate Data Sources). • The Data Quality Assessment incorporates, and is consistent with, County-provided input. • The Data Quality Assessment has been Approved by County.
<p>Subtask 1.2 Develop Data Conversion Implementation Plan Document</p> <p>Contractor will prepare a Data Conversion Implementation Plan Document, which will include:</p> <ul style="list-style-type: none"> • Purpose and expected benefits of data 	<p>Deliverable 1.2 Data Conversion Implementation Plan Document</p> <ul style="list-style-type: none"> • Data Conversion Implementation Plan Document. • Updated Project Work Plan for data conversion that specifies when the data

Task 1 Develop and Document Data Conversion Plan	
<p>conversion;</p> <ul style="list-style-type: none"> • Source systems; • Approach for determining the conversion period (i.e., regulatory/legal/reporting requirements, trade-offs between amount of data vs. accuracy/necessity of data, data retention requirements); • Data conversion methodology; • Data integrity analysis and cleansing methodology; • Data validation methodology to be determined mutually with County; • Projected time and resource requirements to complete the data conversion; • The cost-benefit analysis of the data conversion (compared with proceeding without converting the data); • Approach for ensuring data integrity and data privacy to be determined mutually with County; • Roles and responsibilities of Contractor, County, and third-party resources; • Timing, sequencing and coordination of the data conversion; • Approach for development of reports that span the cutover date (e.g., how to develop a quarterly report based on data partially in legacy system and partially in Licensed Software); • Data conversion contingency plan to be created mutually with County input and participation, including risk mitigation of failed conversion to ensure there is no interruption to County; • Data quality assurance criteria, including: <ul style="list-style-type: none"> • Checkpoints for data validation; and • Completion criteria for testing. <p>Contractor will review the draft Data Conversion Implementation Plan Document with County.</p> <p>For each data source identified in the draft Data Conversion Implementation Plan Document, County will determine whether to proceed with the data conversion process, and if so, how much</p>	<p>conversion will be initiated and completed.</p> <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Data Conversion Implementation Plan Document incorporates, and is consistent with, County-provided input. • The Data Conversion Implementation Plan Document addresses all elements described in Subtask 1.2 (Develop Data Conversion Implementation Plan Document). • The Data Conversion Implementation Plan Document reflects County’s decisions regarding whether to perform the data conversion on each data source, and if so, how much data will be converted. • The Data Conversion Implementation Plan Document has been Approved by County. • The updated sub-Project Work Plan for data conversion incorporates, and is consistent with, the information set forth in the Approved Data Conversion Implementation Plan Document, and has been Approved by County.

Task 1 Develop and Document Data Conversion Plan	
<p>data to convert.</p> <p>Contractor will update the Data Conversion Implementation Plan Document to reflect County’s decisions with respect to each data source.</p> <p>Contractor will incorporate County feedback and proposed changes into the Data Conversion Implementation Plan Document and submit a final version to County for Approval.</p> <p>Contractor will update the sub-Project Work Plan for data conversion with the information developed in the Data Conversion Implementation Plan Document.</p>	

Task 2 Develop Data Conversion Specifications	
Task Description	
<p>Contractor will work with the County to define the specifications for migration of data from the County legacy system into the MCCA, including alternatives for accessing data that will not be converted but that is necessary to meet County’s requirements.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 2.1 Identify Data Conversion Specifications</p> <p>Contractor and County will develop a Data Conversion Specifications for each data source, including:</p> <ul style="list-style-type: none"> • Description of the data source including: <ul style="list-style-type: none"> • data elements; • data formats and standards; • data volume provided by County; • vendor contact information provided by County; • data dictionaries; • transfer methods (flat file, etc.); and • future disposition of the system (whether system will be retired or maintained), to be 	<p>Deliverable 2.1 Data Conversion Specifications</p> <ul style="list-style-type: none"> • Data Conversion Specifications • Risk Analysis Document <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Data Conversion Specifications for each data source address all elements described in Subtask 2.1 (Identify Data Conversion Specifications). • The Data Conversion Specifications for each data source incorporate, and are consistent with, County-provided input. • The Data Conversion Specifications for each data source have been Approved by County. • The Risk Analysis Document addresses all elements described in Subtask 2.1 (Identify Data Conversion Specifications).

Task 2 Develop Data Conversion Specifications

determined by County.

- Mapping of data elements to the MCCS;
- Requirements for data retention (e.g., business need, regulatory requirement) determined by County;
- Amount of data (i.e., how far in the past should data be converted - e.g., one (1) month prior to deployment, one (1) year prior to deployment), to be determined by County;
- Type of conversion:
 - Automated;
 - Semi-automated; and
 - Manual.
- Filtering rules for the migrated data, including data elements to filter out;
- Attributes used to identify duplicate data from multiple data sources;
- Algorithm to merge duplicate data from multiple data sources;
- Roles and responsibilities for Contractor, County and third-party vendors (if applicable);
- Resource requirements (i.e., time commitments for data conversion team members);
- Storage requirements for data to be converted; and
- Conversion procedures.

Contractor will make available tools, software and Best Practices that may facilitate addressing the County data conversion requirements for all type of data conversion (automated, semi-automated, or manual).

During the development of the Data Conversion Specifications, Contractor will update the Risk Analysis Document developed in Subtask 1.1 (Confirm and Validate Data Sources) which (a) identifies and documents issues, risks and barriers that may interfere with the data conversion work stream and (b) proposes recommendations and options for mitigating the identified risks, including identifying:

- Data which Contractor cannot convert or has not been able to convert in the past;

- The Risk Analysis Document demonstrates substantial detail and breadth of scope as determined by County, and incorporates, and is consistent with, County-provided input.
- The Risks Analysis Document has been Approved by County.

Task 2 Develop Data Conversion Specifications	
<ul style="list-style-type: none"> • Any systems for which Contractor has experienced problems converting data in the past; • Data sources where the “catch-up” or cutover process involves greater complexity, labor or risk; • Alternative access mechanisms for data that will not be converted; • The source system’s inability to filter the data; and • Historical data or data sources for which the cost and/or effort of the data conversion likely outweighs its benefit. 	

Task 3 Conduct Data Conversion Pilot	
Task Description	
<p>Contractor and County will conduct a data conversion pilot prior to deployment in order to:</p> <ul style="list-style-type: none"> • Verify conversion load sequence and dependencies. • Determine approximate timing for every load, validation, and quality assurance review to estimate how long the data conversion activities will take. • Validate that legacy data is "clean," e.g., missing data is created, duplicate records are eliminated, legacy non-integrated data reconciles once loaded mutually with County. • Refine existing data validation procedures that ensure that each conversion loaded properly and that interdependent data conversions reconcile. 	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 3.1 Execute Data Conversion Pilot</p> <p>For each data source, Contractor will create a Pilot Data Conversion Plan that can be leveraged for the Data Run-Out Plan.</p> <p>Contractor will assist County in implementing the recommendations set forth in the specifications (including developing and implementing a filtering process for data to be migrated into the MCCS).</p> <p>If applicable, Contractor will make Extract, Transfer and Load tools available to implement</p>	<p>Deliverable 3.1 Data Conversion Pilot</p> <ul style="list-style-type: none"> • Pilot Data Conversion Plan. • Pilot Data Conversion Report • Updated Data Conversion Specifications. • County Approved completed successful pilot data conversion. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Resolution of all outstanding issues defined as required for moving forward to Integration

Task 3 Conduct Data Conversion Pilot	
<p>the data migration plan.</p> <p>County and third-party system vendors will identify a sample set of data to be converted during the data conversion pilot.</p> <p>Contractor will review sample data with County, solicit and incorporate input, then finalize the pilot data set.</p> <p>Contractor will support County in extracting pilot data from source systems, cleansing the data and uploading the data into the M CCS.</p> <p>Contractor will support the County in validating the data in the M CCS, including:</p> <ul style="list-style-type: none"> • Verification of migration load sequence/timing; • Missing data highlighted/created; • Legacy data reconciled once loaded; • Verification of conversion load sequence and dependencies (e.g., loading the parent data prior to child data); • Validation that legacy data is "clean"(e.g., missing data is created, duplicate records are eliminated, legacy non-integrated data reconciled once loaded); and • Validation that data is loaded in the correct business context. <p>Contractor will log issues discovered during the data conversion pilot in an issue log and identify resolution.</p> <p>Contractor will resolve issues and repeat the data conversion pilot until all critical issues have been resolved and Approved by County.</p> <p>Contractor will support County in piloting the catch-up process and contingency procedures.</p> <p>Contractor will monitor the data conversion and validation process and prepare a Pilot Data Conversion Report, including:</p> <ul style="list-style-type: none"> • Recommendations for refining the Data Conversion Specifications; • Estimated conversion duration and schedule for converting all data identified based on successful pilot; • Recommendations for mitigating impact on system performance/response time while 	<p>Testing.</p> <ul style="list-style-type: none"> • Pilot data conversion completion criteria have either been achieved or exceptions documented and Approved by project governance. • All issues that remain, but are not essential to Integration Testing, but essential to productive use, are identified on the issues list by mutual agreement, and documented severity levels identified. • The Data Conversion Pilot Report has been Approved by County. • The Data Conversion Pilot Report addresses all elements described in Subtask 3.1 (Execute Data Conversion Pilot). • The Data Conversion Pilot Report incorporates, and is consistent with, County-provided input. • The Data Conversion Pilot Report has been Approved by County. • The updated Data Conversion Specifications incorporate, and are consistent with, County-provided input. • The updated Data Conversion Specifications have been Approved by County.

Task 3 Conduct Data Conversion Pilot	
<p>data migration is in progress; and</p> <ul style="list-style-type: none"> • Refinement of validation and quality assurance procedures to ensure that each conversion is loaded properly, and that interdependent conversions reconcile. <p>Contractor will review Pilot Data Conversion Report with County and (a) update the Data Conversion Specifications with new information based on timing in pilot, and (b) incorporate any other feedback and input from County.</p> <p>Upon completion of final successful pilot, Contractor will jointly decide with the County through the governance process when the data conversion for each source system is ready for Integration Testing.</p>	

Task 4 Conduct Data Conversion	
Task Description	
<p>Using the Data Conversion Implementation Plan Document and Data Conversion Specifications, outcome and lessons learned from the data conversion pilot, and the direction provided in the Data Run-Out Plan developed in Subtask 1.1 (Develop Data Run-Out Plan) of Section 5.5 (MCCS Deployment) of this SOW, Contractor will perform data conversion, moving the converted data into Staging Environment and subsequently into Production Environment.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 4.1 Perform Data Conversion</p> <p>Contractor will convert all relevant data from existing system(s) to Staging and Production Environments in accordance with the Data Conversion Specifications, associated timelines, and the Data Run-Out Plan developed in Subtask 1.1 (Develop Data Run-Out Plan) of Section 5.5 (MCCS Deployment) of this SOW.</p> <p>Contractor will monitor the data conversion process and report to County any issues.</p> <p>Contractor will coordinate all data conversion activities with other relevant deployment activities set forth in this SOW.</p>	<p>Deliverable 4.1 Data Conversion Executed in Staging Environment</p> <ul style="list-style-type: none"> • Data conversion in all relevant MCCS Staging Environments (Staging, Production, etc.). • Data Conversion readiness report. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The data conversion in MCCS Staging Environment has been Approved by County. • The Data Conversion readiness report has been Approved by County.

5.6 Training Program

Task 1 Develop Training Program	
Task Description	
Contractor will develop a Training Program for training trainers, end users, technical support personnel and other personnel in using and/or supporting the MCCS, Licensed Software and Third Party Property.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 1.1 Develop and Maintain Training Program</p> <p>Contractor will develop a Training Program which includes plans for training trainers, end users, and technical support personnel in using and/or supporting the MCCS, Licensed Software and Third Party Property.</p> <p>The Training Program will at a minimum:</p> <ul style="list-style-type: none"> • Provide an overview of the Plan for training for the MCCS, Licensed Software and Third Party Property, including written guidance and training sessions about training content and organization and an overall description of training schedule; • Define, for each training effort, the training subject areas, audience, objectives, approach, development timelines, and Milestones; • Define minimum competencies for County super-users; • Define approach for access to training tools, materials, and domains; • Define components required in individual training plans, such as course outline, schedule, etc.; • Define approach, evaluation processes, and materials to confirm that trainees have absorbed necessary knowledge and information across all training modalities; • Identify approach to evaluating basic computer skills, literacy, and language proficiency; 	<p>Deliverable 1.1 Training Program</p> <ul style="list-style-type: none"> • Draft Training Program. • Final Training Program. • Updates to Training Program and training plans. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Deliverable addresses all elements described in Subtask 1.1 (Develop and Maintain Training Program). • County-Approved Training Program. • County-Approved updates to Training Program.

Task 1 Develop Training Program

- Define a high-level training schedule for all target audiences based on the logical sequence of how the content should be delivered, availability of the participants, and deployment timing;
- Identify current policies and procedures that will be created, stopped, or standardized to create a County-wide standard as a result of data gathering and decision-making workshops with County participation;
- Support County to identify new policies and procedures that require training;
- Document a process to develop an inventory of policy and procedure changes and document a plan for addressing these in the Training Program;
- Document the recommended training materials that will be developed and provided;
- Include a plan for post deployment training (e.g., new staff, temporary staff, contractors);
- Provide projections for the physical facilities required; and
- Highlight overall dependencies, Milestones, assumptions, and risks.

Contractor will conduct a review session of the draft Training Program with County.

Contractor will incorporate County feedback and proposed changes into the Training Program and submit a final version to County for Approval.

Throughout the project, Contractor will modify and update the Training Program as:

- The implementation continues;
- Issues arise and are addressed;
- New training materials are developed; and
- Approaches are refined to incorporate lessons learned through experience and as a result of input provided by members of the project team, user groups, or Subject Matter Experts.

Task 2 Develop Training Schedule	
Task Description	
Contractor will support County to develop a detailed Training Schedule for trainers, information technology and functional personnel, and other Subject Matter Experts.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • Contractor Learning Consultant; and • Contractor Engagement Controller. • County Key Resources <ul style="list-style-type: none"> • County Education Coordinator; and • County Training Leads. 	
Subtasks/Deliverables	
<p>Subtask 2.1 Develop Training Schedule</p> <p>Contractor will draft a detailed Training Schedule that includes, at a minimum:</p> <ul style="list-style-type: none"> • Target audiences for each County business segment, operational group and system, as appropriate; and • Content, format (e.g., instructor led and web-based) and methodology to be delivered for each audience in logical sequence. <p>Contractor will review the draft Training Schedule with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Training Schedule and submit a final version to County for Approval.</p>	<p>Deliverable 2.1 Training Schedule</p> <ul style="list-style-type: none"> • Draft overall maintenance and support training schedule. • Draft template for deployment Training Schedules. • Final Training Schedule incorporating County feedback. • Updates to Training Schedule incorporating lessons learned and risks and issues. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Deliverable addresses all elements described in Subtask 2.1 (Develop Training Schedule). • County Approved Training Schedule.

Task 3 Develop Training and Support Materials	
Task Description	
Contractor will develop Training and Support Materials for all Licensed Software and Third-Party Products as well as training regarding Support Services, and Hosting Services.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Employees <ul style="list-style-type: none"> • Trainer • County Key Employees <ul style="list-style-type: none"> • County Training Coordinator; • County SMEs. 	
Subtasks/Deliverables	
<p>Subtask 3.1 Develop Training Materials</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Provide Training and Support Materials (e.g., lesson plans, scenarios, 	<p>Deliverable 3.1 Training Materials</p> <ul style="list-style-type: none"> • Training and Support Materials for technical and support staff, trainers, super-users, and end-users.

<p>Manuals, reference guides, scripts, videos, FAQs).</p> <p>Contractor will provide County with access to Training and Support Materials to enhance training, including:</p> <ul style="list-style-type: none"> • Sample demonstration scripts, which will be used by County and Contractor staff to be customized and deliver application demonstrations for end-users and other key stakeholders; and • Access to user guides in the form agreed to by County and Contractor. <p>For all activities Contractor will:</p> <ul style="list-style-type: none"> • Provide advice and direction to enhance effectiveness of the training materials. 	<ul style="list-style-type: none"> • Recommendations and support for successful development and delivery of Training and Support Materials. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Deliverable addresses all elements described in Subtask 3.1 (Develop Training Materials). • County receipt and Approval of Training and Support Materials. • County receipt and Approval of Training and Support Material review and recommendation reports.
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Task 4 Conduct Implementation Team Training

Task Description

Contractor will conduct training for the implementation team.

Personnel Requirements

- Contractor Key Resources
 -
- County Key Resources
 -

Subtasks/Deliverables

<p>Subtask 4.1 Conduct Implementation Team Training</p> <p>Contractor will conduct training on the MCCS, Licensed Software and Third Party Property for the implementation team.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Develop and distribute an Implementation Team Training agenda. <p>The Implementation Team Training will cover at a minimum:</p> <ul style="list-style-type: none"> • The architecture, terminology, and fundamental components of the MCCS, Licensed Software and Third Party Property; • Basic key technical concepts and design considerations for MCCS, Licensed Software 	<p>Deliverable 4.1 Implementation Team Training</p> <ul style="list-style-type: none"> • Agenda for Implementation Team Training. • Implementation Team Training roster of participants. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Deliverable addresses all elements described in Subtask 4.1 (Conduct Implementation Team Training). • Completion of training of all County Workgroup members responsible for implementation.
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Task 4 Conduct Implementation Team Training	
<p>and Third Party Property;</p> <ul style="list-style-type: none"> • Navigating front-end components (e.g., GUI, user experience) of the MCCA; • Navigating backend components (e.g., reporting, account administration) of the MCCA; • Match and reconcile processes; • Results storage and display ; and • Security including authentication, authorization, positions, relationships, application groups, and privileges. 	

Task 5 Conduct Support Team Training	
Task Description	
<p>Contractor will conduct training for technical support teams (e.g., individuals delivering Level 1 and 2 support, maintaining system configuration, maintaining MCCA architecture, etc.) in accordance with the Training Program.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 5.1 Develop Help Desk Scripts</p> <p>Contractor will support County in the creation of help desk scripts by providing sample Level 1 and Level 2 Help Desk Scripts and tip sheets, including:</p> <ul style="list-style-type: none"> • County and Contractor roles and responsibilities related to provisioning of Level 1 and Level 2 Help Desk support; • Procedures for logging and tracking issues; • Procedures for handing off tickets from County to Contractor for resolution (including closure of tickets and related communications); and • Procedures for handing off tickets from Contractor to County for resolution (including closure of tickets and related communications). <p>Contractor will review the County developed Level 1 and Level 2 Help Desk Scripts with County.</p>	<p>Deliverable 5.1 Deployment Help Desk Scripts</p> <ul style="list-style-type: none"> • Level 1 Help Desk Scripts. • Level 2 Help Desk Scripts. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Level 1 and Level 2 Help Desk Scripts incorporate, and are consistent with, County-provided input. • Level 1 and Level 2 Help Desk Scripts have been Approved by County.

Task 5 Conduct Support Team Training	
<p>County will incorporate Contractor feedback and proposed changes into the Level 1 and Level 2 Help Desk Scripts.</p>	
<p>Subtask 5.2 Conduct Support Training</p> <p>Contractor will conduct general maintenance training for County resources that will be responsible for common maintenance activities. This training will be delivered through existing Contractor courses:</p> <ul style="list-style-type: none"> • Application troubleshooting and issues management; and • Technical training. • The Support Training will include: <ul style="list-style-type: none"> • MCCS architecture terminology and tier functions; • Basic troubleshooting techniques; • Issue resolution process; • Submitting service records; • Conducting data gathering for issue resolution; and • Using MCCS information resources. <p>The Technical Training will include:</p> <ul style="list-style-type: none"> • Problem Management; • Technology roadmap; • Overview of MCCS environments and their purpose; • Implementation and production domain strategies; • High level overview of MCCS architecture; • Connectivity overview; • How to receive technical support; • Weekly and monthly service reporting; • Proper identification and classification of service requests; • Critical effects classifications and severity levels of incident; • System maintenance; • Code upgrades; and • Support tools overview for County IT and help desk staff. 	<p>Deliverable 5.2 Support Training</p> <ul style="list-style-type: none"> • Recommendations for enhancing training and addressing identified issues. • Remediation plan and additional resources to address issues and recommendations above. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Deliverables address all elements described in Subtask 5.2 (Conduct Support Training). • Successful completion of training of all identified relevant technical staff.

Task 5 Conduct Support Team Training	

Task 6 Conduct Train-the-Trainer and Super User Training	
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Task Description	
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Contractor will conduct Train-the-Trainer and Super User training in accordance with the Training Program developed in Task 1 (Develop Training Program).

Personnel Requirements	
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- Contractor Key Resources
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- County Key Resources
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Subtasks/Deliverables	
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Subtask 6.1 Conduct Train-the-Trainer and Super User Training	Deliverable 6.1 Train-the-Trainer and Super User Training
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Contractor will conduct Train-the-Trainer and Super User training during the System Validation event for the IT analysts and County SME’s. Contractor will conduct additional onsite Train-the-Trainer classes as defined in the Training program developed in Task 1 (Develop Training Program).

Contractor will:

- Track completion of the training

- Trainers ready to deliver necessary end-user training.

Acceptance Criteria:

- Completion of training of all identified trainers.
- Deliverables address all required elements described in Task 6.1 (Conduct Train-the-Trainer and Super User Training).
- County-Approved progress reviews.

Task 7 Support End-User Training	
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Task Description	
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Contractor will support end-user training in accordance with the Training Program developed in Task 1 (Develop Training Program) and the Training Schedule identified in Task 2 (Develop Training Schedule).

Personnel Requirements	
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- Contractor Key Resources
 - Contractor Learning Consultants; and
 - Contractor Education Coordinator.
- County Key Resource
 - County Training Leads;
 - County Education Coordinator;
 - County Super Users; and
 - County SMEs.

Subtasks/Deliverables	
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Subtask 7.1 Conduct End-User Training	Deliverable 7.1 Support End-User Training
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- Documented training progress reviews

<p>Contractor will conduct end-user and administrator training as defined in the Training Program developed in Task 1 (Develop Training Program). Contractor will:</p> <ul style="list-style-type: none"> Track completion of the training using tracking tool. 	<p>including identification of systemic issues related to training administrators and end-users.</p> <ul style="list-style-type: none"> Recommendations for enhancing training and addressing identified issues. Remediation plan and additional resources to address issues and recommendations above. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> Deliverable addresses all elements described in Subtask 7.1 (Support End User Training). Successful completion of training of all identified administrators and end-users. County-Approved progress reviews.
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5.7 MCCS Deployment.

Task 2 Deploy MCCS	
Task Description	
<p>Contractor and County will deploy the MCCS, Licensed Software and, Third Party Property in accordance with the deployment Data Run-Out Plan. Deployment will include cutover to the MCCS, Licensed Software, and Third-Party products, data conversion, activation of Interfaces, providing Deployment support, issue resolution, and conducting Post-Deployment assessment.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> Contractor Key Resources <ul style="list-style-type: none"> County Key Resources <ul style="list-style-type: none"> 	
Subtasks/Deliverables	
<p>Subtask 2.1 Conduct Deployment Contractor will deploy the MCCS. Contractor will:</p> <ul style="list-style-type: none"> Implement the Data Run-Out Plan; Track and monitor progress; and Identify, escalate, and resolve issues. <p>Recommend adjustments to deployment as necessary.</p>	<p>Deliverable 2.1 Successful Deployment</p> <ul style="list-style-type: none"> Successful deployment of the MCCS. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> MCCS deployment has been accepted by County.

Task 3 Provide Post-Deployment Support	
Task Description	
Contractor’s post-deployment support team will monitor the deployed system and user activity, assign resources to resolve issues, detect and escalate issues, and resolve and communicate resolution.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 3.1 Provide Post Deployment Support</p> <p>Contractor will track deployment status and resolve issues by:</p> <ul style="list-style-type: none"> • Working with County to track deployment status, and identify and escalate issues; • Assigning appropriate resources to resolve issues; • Communicating issue resolution; and • Providing additional resources to the address issues and recommendations above (the resources are to be as determined necessary to support the project through the governance process. <p>Contractor will track progress on achieving exit criteria.</p> <p>Contractor will regularly assess the status of the deployment prior to the end of the support period.</p> <p>Contractor will provide Post-Go-Live support until exit criteria are achieved.</p>	<p>Deliverable 3.1 Post Deployment Support</p> <ul style="list-style-type: none"> • Issues identified, escalated, and resolved by Contractor. • Issue resolution communicated to County. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Post-Deployment exit criteria achieved.
<p>Subtask 9.2 Transition to Support, Maintenance, and Operations Services</p> <p>Contractor will coordinate transition to Support, Maintenance, and Operations Services upon achieving exit criteria.</p> <p>Contractor staff will alert County Workgroups of issues and risks related to the County build.</p> <p>Prior to the deployment, Contractor’s transition team will develop processes, policies, and procedures for Support, Maintenance, and Operations Services.</p>	<p>Deliverable 9.2 Transition to Support, Maintenance, and Operations Services</p> <ul style="list-style-type: none"> • AMS Services staff participation in Design Review and System Validation phases in Section 5.2 (Design, Build, and Test of Licensed Software and MCCS). • Successful transition to Support, Maintenance, and Operations Services. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County transitioned to steady state

Task 3 Provide Post-Deployment Support	
<p>Contractor will initiate Support, Maintenance, and Operations Services to include the Tasks in Section 5.8 (Maintenance and Operations).</p> <p>Contractor will review the processes, policies, and procedures for Support, Maintenance, and Operations Services with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the processes, policies, and procedures for Support, Maintenance, and Operations Services and submit a final version to County for Approval.</p>	<p>maintenance, operations, and support.</p>

Task 4 Conduct Performance Verification and Provide Performance Verification Report	
Task Description	
<p>After deployment, Contractor will diagnose, propose solutions to, and correct Errors in accordance with this SOW and the Agreement. Contractor will conduct a review session with County after productive use of the M CCS and will provide a performance verification report.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Resources <ul style="list-style-type: none"> • • County Key Resources <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 4.1 Conduct Performance Verification Activities</p> <p>After deployment, Contractor will perform all performance verification activities required by this SOW and the Agreement. Contractor will develop a performance verification report which includes:</p> <ul style="list-style-type: none"> • Summary of activities, results, and outcomes; Summary of Errors and issues identified by Contractor or County; • Confirmed compliance with the Service Levels. <p>Contractor will conduct review sessions with County after Productive Use and develop a performance verification report.</p> <p>Contractor will incorporate County feedback and proposed changes into the performance verification report and submit a final version to County for Approval.</p>	<p>Deliverable 4.1 Performance Verification Activities</p> <ul style="list-style-type: none"> • Diagnosis and resolution of Errors in accordance with the Agreement. • Review sessions after productive use of M CCS. • Performance verification reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Final Acceptance of the M CCS by County. • County-Approved performance verification reports.

5.8 Maintenance and Operations.

Task 1 Conduct Production Support Planning	
Task Description	
Contractor will prepare production support planning documents, including development of a Production Support Plan, definition of Support Services, Maintenance, and Operations Services, communication methods, and delivery of Support Services, Maintenance, and Operations Services.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Employees <ul style="list-style-type: none"> • • County Key Employees <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 1.1 Develop and Maintain Production Support Plan</p> <p>Contractor will develop a Production Support Plan that includes a detailed description of:</p> <ul style="list-style-type: none"> • Contractor-provided Support Services; • Support Services Delivery Model; • Hosting Services Delivery Model; • Maintenance of MCCS and user documentation; and • Maintenance of Production Support Plan. <p>Contractor will update the Production Support Plan as required to provide for new Releases, Upgrades, and Revisions.</p> <p>Contractor will review the initial and updated Production Support Plan with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the initial and updated Production Support Plan and submit a final version to County for Approval.</p>	<p>Deliverable 1.1 Production Support Plan</p> <ul style="list-style-type: none"> • Production Support Plan. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Production Support Plan addresses all elements described in Subtask 1.1 (Develop and Maintain Production Support Plan). • County-Approved Production Support Plan.
<p>Subtask 1.2 Compile MCCS and User Documentation for Handover to Production Support</p> <p>Contractor will develop MCCS and User Documentation, including:</p> <ul style="list-style-type: none"> • MCCS solution architecture and design documents; • Training materials and user guides; • Production Support Plan; and • Help Desk procedures and scripts. 	<p>Deliverable 1.2 MCCS and User Documentation</p> <ul style="list-style-type: none"> • MCCS and User Documentation. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • MCCS and User Documentation addresses all elements described in Subtask 1.2 (Compile MCCS and User Documentation for Handover to Production Support). • County-Approved MCCS and User Documentation.

Task 1 Conduct Production Support Planning	
<p>Contractor will maintain an archive of the MCCS and user documentation in a shared location accessible to County.</p> <p>Contractor will update the MCCS and User Documentation as needed to ensure complete documentation of all Revisions and other changes.</p> <p>Contractor will review the initial and updated MCCS and User Documentation with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the MCCS and User Documentation and submit a final version to County for Approval.</p>	
<p>Subtask 1.3 Define Contractor Process for Notifying County of Security Issues</p> <p>Contractor will define the Contractor process for notifying County of security issues and incidents in accordance with the Agreement, including:</p> <ul style="list-style-type: none"> • Breaches of Licensed Software, and Contractor systems and databases; • Unauthorized exposure or transmission of County Data held by Contractor; and • Unauthorized physical access to Contractor facilities where County Data is held. <p>Contractor’s process for notifying County will include:</p> <ul style="list-style-type: none"> • Timeline for notifying County of the security issue; • Method of notifying County; • County recipient of Contractor notifications; and • Contractor personnel responsible for notifying County. <p>Contractor will, with input from County, define levels of severity for security issues and incidents.</p> <p>Contractor will review the Security Issues and Incidents Notification Processes with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Security Issues and Incidents Notification Processes and submit a final version to County for Approval.</p>	<p>Deliverable 1.3 Contractor Notification Process for Security Issues</p> <ul style="list-style-type: none"> • Contractor Security Issues and Incidents Notification Processes. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Contractor Security Issues and Incidents Notification Processes address all elements described in Subtask 1.3 (Define Contractor Process for Notifying County of Security Issues). • Contractor Security Issues and Incidents Notification Processes have been Approved by County.
<p>Subtask 1.4 Define Contractor Process for Notifying County of Issues and Events Impacting</p>	<p>Deliverable 1.4 Contractor Process for Notifying County of Issues and Events Impacting</p>

Task 1 Conduct Production Support Planning	
<p>Operations</p> <p>Contractor will define Contractor processes for notifying County of issues, events, incidents, and problems impacting operations, including:</p> <ul style="list-style-type: none"> • Issue, event, incident, and problem types and severity definitions; • Contractor required maintenance windows and downtimes, including Contractor’s scheduled outages; • County required maintenance windows and downtimes; • Timeline for notifying County of issues, events, incidents, and problems based on severity; • Method of notifying County; • County recipient of notification; and • Contractor personnel responsible for notifying County. <p>Contractor will review with County the Contractor processes for notifying County of issues, events, incidents, and problems impacting operations.</p> <p>Contractor will incorporate County feedback and proposed changes into Contractor’s processes for notifying County of issues, events, incidents, and problems impacting operations and submit a final version to County for Approval.</p>	<p>Operations</p> <ul style="list-style-type: none"> • Contractor processes for notifying County of issues, events, incidents, and problems impacting operations. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County-Approved Contractor processes for notifying County of issues, events, incidents, and problems impacting operations.
<p>Subtask 1.5 Define Requirements for Systems, Tools, and Interfaces for IT Service Management</p> <p>Contractor will work with County to define and document Requirements for Systems, Tools, and Interfaces for IT Service Management, including:</p> <ul style="list-style-type: none"> • Help Desk Ticketing system to be use by County and Support Services for issues and requests; and • Online tools and methods for County to access and view performance data related to Support Services and Hosting Services. 	<p>Deliverable 1.5 Requirements for Systems, Tools and Interfaces for IT Service Management</p> <ul style="list-style-type: none"> • Access to Contractor’s Online IT Service Management tool. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Online IT Service Management tool has been accepted.

Task 2 Provide Support Services	
Task Description	
<p>Contractor will provide Support Services for the Term of the Agreement. Contractor will provide Support Services as provided in the Agreement, including, as applicable, the SOW. Contractor will establish a Support Services delivery model (“Support Services Delivery Model”) for County and deliver Support Services in accordance with the Agreement and this SOW. County use of and requests for Support Services, including those described in this Section 5.8 (Maintenance and Operations) will be unlimited as it relates to County’s use of the System and as it evolves through Revisions and will not affect the Contract Sum.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Employees <ul style="list-style-type: none"> • • County Key Employees <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 2.1 Establish Support Services Delivery Model for County</p> <p>Contractor will develop an Support Services Delivery Model, including:</p> <ul style="list-style-type: none"> • Description of Support Services as listed in Subtasks 2.2 – 2.15 of this SOW; • Develop, provide, and update Contractor staffing model for each Support Services service, Licensed Software Module, and Third-Party Product; • Contractor and County roles and responsibilities for Support Services; • Support Services governance model for interaction with County; • Service Level requirements; • Reporting frequency and method, including approach for updating changes as metrics, requirements, and applications evolve; • Scheduling approach and County review for maintenance windows; • Approach for Regression Testing for New Releases, Licensed Software Upgrades, and other Revisions, including: <ul style="list-style-type: none"> • Selection/development of Regression Test scripts; • Testing process; and • Testing exit criteria. 	<p>Deliverable 2.1 Support Services Delivery Model for County</p> <ul style="list-style-type: none"> • Support Services Delivery Model. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Support Services Delivery Model addresses all elements described in Subtask 2.1 (Establish Support Services Delivery Model for County). • Support Services Delivery Model has been Approved by County.

Task 2 Provide Support Services	
<ul style="list-style-type: none"> • Methodology for review and updating Support Services Delivery Model; and • Process for issue resolution. <p>Throughout the Term, Contractor will maintain, and may update, the Support Services Delivery Model.</p> <p>Contractor will review the Support Services Delivery Model with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the County-specific Support Services Delivery Model and submit a final version to County for Approval.</p>	
<p>Subtask 2.2 Provide Application Monitoring and Management</p> <p>Contractor will provide application monitoring and management services, including:</p> <ul style="list-style-type: none"> • Monitoring and managing all Licensed Software and Third-Party Products used in the MCCS; • Proactively and reactively notifying County help desk of issues, incidents, and problems found by Contractor that affect or may affect the Service, and of any required County intervention to avoid or resolve the issue, incident, or problem; and • Monitoring and managing the following activities related to Interfaces: outbound Interface queue counts, status and settings, and inbound Interface status and settings. <p>Contractor will conduct calls as requested by County to discuss applications monitoring and management activities and related issues.</p> <p>Contractor will report monthly on applications monitoring and management, including the tracking and reporting of any issues.</p>	<p>Deliverable 2.2 Application Monitoring</p> <ul style="list-style-type: none"> • Application monitoring and management services. • Periodic calls as agreed to by Contractor and County. • Monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Application monitoring and management services addresses all elements described in Subtask 2.2 (Provide Application Monitoring and Management).
<p>Subtask 2.3 Provide 8am-5pm Monday through Friday Application Support</p> <p>Contractor will provide 8am-5pm Monday through Friday application support for all Licensed Software and Third Party Product issues and County support requests.</p> <p>Contractor will:</p>	<p>Deliverable 2.3 8am-5pm Monday through Friday Application Support</p> <ul style="list-style-type: none"> • 8am-5pm Monday through Friday application support. • Periodic calls as agreed to by Contractor and County. • Monthly reports.

Task 2 Provide Support Services	
<ul style="list-style-type: none"> • Address issues escalated from County help desk related to Licensed Software and Third Party Products; • Provide a single point of contact for application support issues; • Support County help desk incident resolution as needed; • Participate in the process for “hand off” from the County help desk to Contractor; • Maintain a record of incidents handed off from County help desk; • Monitor County help desk tickets to identify patterns and improve services; • Electronically document resolution; • Conduct root cause analysis on frequently recurring calls on the same topic; • Provide monthly service reports that include: <ul style="list-style-type: none"> • Number of service requests; • Description of issues; • Root cause analysis; and • Resolutions implemented. • Identify recurring issues, proactively recommend solutions, and implement based on County’s request; • Support County in addressing recurring issues as needed and agreed upon; • Perform Daylight Saving Time management activities for the Licensed Software and Third Party Products; • Participate in the resolution of Interface errors that originate in County systems or third-party systems; • Develop and maintain workflow documentation. <p>Contractor shall provide unlimited telephone support to County 24x7x365 for issues that prevent the normal use of the MCCS.</p> <p>Contractor will conduct calls as requested by County to discuss application support activities and related issues.</p> <p>Contractor will report monthly on application</p>	<p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • 8am-5pm Monday through Friday application support addresses all elements described in Subtask 2.3 (Provide 8am-5pm Monday through Friday Application Support).

Task 2 Provide Support Services	
<p>support activities, including the tracking and reporting of any issues.</p>	
<p>Subtask 2.4 Provide Operations Management Contractor will provide operations management services, including:</p> <ul style="list-style-type: none"> • Monitoring scheduled operations jobs to ensure scheduled tasks start and process without error; • Detection of abnormal conditions or alarms; • Logging of failed operations jobs, and corrective action taken; • Restarting operations jobs as required; • Documenting and reporting operations job issues; • Assist County in developing purge and retention criteria; • Monitoring purge job activity to ensure purges are completed successfully; • Setting County-defined purge and retention criteria and scheduling purge jobs in accordance with Subtask 2.12 (Provide Technology Change Management); and • Adding and removing operations jobs. <p>Contractor will conduct calls as requested by County to discuss operations management services activities and related issues.</p> <p>Contractor will report monthly on operations management services, including the tracking and reporting of any issues.</p>	<p>Deliverable 2.4 Operations Management</p> <ul style="list-style-type: none"> • Operations management services. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Operations management services address all elements described in Subtask 2.4 (Provide Operations Management).
<p>Subtask 2.5 Provide Report Creation and Maintenance Contractor will implement County requests for custom report creation and maintenance, including:</p> <ul style="list-style-type: none"> • Providing an inventory of all reports and discern rules used in County’s production system; • Modifications to existing production reports or rules to address County requests; • Changes required for release upgrades and content updates in accordance with Subtask 2.12 (Provide Technology Change 	<p>Deliverable 2.5 Report Creation and Maintenance</p> <ul style="list-style-type: none"> • Report creation and maintenance. • Calls as requested by County. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Report creation and maintenance addresses all elements described in Subtask 2.5 (Provide Report Creation and Maintenance).

Task 2 Provide Support Services	
<p>Management), if applicable;</p> <ul style="list-style-type: none"> • Troubleshooting issues with custom reports in production; • Reporting status of custom report requests to County; and • Modifying and testing reports and rules. <p>For each custom report request, Contractor will work with County to prioritize requests and provide County with an estimated time to implementation. Contractor will implement each custom report within the estimated time to implementation.</p> <p>Contractor will support County in the development of reports, including review and validation of County-created reports.</p> <p>Contractor will report weekly on the status of requests and alert County of any issues affecting report creation or maintenance.</p> <p>Contractor will submit reports to County for validation and signoff to ensure that the report meets requested intent.</p>	
<p>Subtask 2.6 Conduct Maintenance Checks</p> <p>Contractor will conduct Licensed Software and Third-Party Licensed Software Maintenance check activities, including:</p> <ul style="list-style-type: none"> • Monitor Licensed Software and Third-Party Product notifications and take necessary action; • Perform service package/software change certification as needed, including: <ul style="list-style-type: none"> • Review of service package certification guidelines released with each package; • Test service packages and fixes in non-production domain; and • Validation of code packages upon the install of the package testing to verify a software change. • Implement service package in accordance with Subtask 2.9 (Implement New Releases and Licensed Software Upgrades); and • Validate service packages/application enhancements and fixes. <p>Contractor will conduct calls as requested by</p>	<p>Deliverable 2.6 Maintenance Checks</p> <ul style="list-style-type: none"> • Maintenance checks. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Maintenance checks address all elements described in Subtask 2.6 (Conduct Maintenance Checks).

Task 2 Provide Support Services	
<p>County to discuss maintenance check activities and related issues.</p> <p>Contractor will report monthly on maintenance check activities, including the tracking and reporting of any issues.</p>	
<p>Subtask 2.7 Implement Licensed Software and Third-Party Product Configuration Requests</p> <p>Contractor will implement County Licensed Software and Third-Party Product configuration and other approved non-source code requests in accordance with change management processes developed in Subtask 2.11 (Provide Technology Change Management) as requested by County, including:</p> <ul style="list-style-type: none"> • Modification to existing orders, tasks, preferences, users, etc. <p>Contractor will provide County with a detailed requirements document for requested configuration changes and other non-source code changes that are requested to the Licensed Software and Third-Party Products. The design document will include:</p> <ul style="list-style-type: none"> • Design considerations; • Build steps; • Integration points; and • Steps to validate the change, including training, and communication needs. <p>Contractor will analyze each request and provide County with a proposed implementation schedule.</p> <p>Contractor will implement requests based on County-Approved prioritization and implementation schedule, and work with County to coordinate the move to production.</p> <p>Contractor will provide a centralized tracking system to track requests.</p> <p>Contractor will conduct calls as requested by County to discuss configuration request activities and related issues.</p> <p>Contractor will report monthly on configuration requests, including the tracking and reporting of any issues.</p>	<p>Deliverable 2.7 Implemented Licensed Software and Third-Party Configuration Requests</p> <ul style="list-style-type: none"> • Implemented Licensed Software and Third-Party Product configuration requests. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Licensed Software configuration requests are implemented as described in Subtask 2.7 (Implement Licensed Software and Third-Party Product Configuration Requests).

Task 2 Provide Support Services	
<p>Subtask 2.8 Provide Incident/Problem Management and Resolution</p> <p>Contractor will provide incident/problem management and resolution services using a structured IT service management methodology, including:</p> <ul style="list-style-type: none"> • Response to Contractor or County-identified incident/problems; • Assessment of impact on County operations; • Triaging; • Tracking; • Escalation; • Notification; and • Resolution. <p>In providing the incident/problem management and resolution services, Contractor will:</p> <ul style="list-style-type: none"> • Provide a single point of contact for incident reporting, resolution, and escalation; • Provide multiple channels for problem or incident reporting (e.g., online, email, telephone) to single point of contact; • Maintain ownership of all problems through resolution and closure; • Perform root cause analysis on problems; • Notify County help desk of incidents or problems found by Contractor; • Staff operations and provide on-call incident and problem management and resolution staff at least 8 AM through 5 PM, Monday through Friday; and • Ensure notification and escalation of incidents in accordance with the production support plan, service level agreements, and the Agreement. <p>Contractor will provide County with a monthly report on incident/problem management, including:</p> <ul style="list-style-type: none"> • Number of incidents; • List of all open problems; • Priority of problems; • Owner of problems; 	<p>Deliverable 2.8 Incident/Problem Management Report</p> <ul style="list-style-type: none"> • Incident/problem management and resolution services. • Calls as requested by County. • Monthly Incident/Problem Management Report. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Incidents and problems are resolved as described in Subtask 2.8 (Provide Incident/Problem Management and Resolution).

Task 2 Provide Support Services	
<ul style="list-style-type: none"> • Progress on open problems; • Estimated time to resolution of open problems; and • Root cause analysis for resolved problems as requested by County. <p>Contractor will conduct calls as requested by County to discuss configuration request activities and related issues.</p>	
<p>Subtask 2.9 Implement New Releases and Licensed Software Upgrades</p> <p>Contractor will manage and implement Licensed Software and Third-Party Product Revisions. Contractor will create Revision Plans, including:</p> <ul style="list-style-type: none"> • Revision Management Plan; • Technical assessment of all County and M CCS systems affected by Revision; • Functional assessment of all County and M CCS systems affected by Revision; • Impact of the change, including required County workflow changes and training needs; • Test plan; • Back out plan; • Test Scripts; and • Validation of code packages upon the install of the package. <p>Contractor and County will jointly determine Revision schedule and time of implementation. Contractor will conduct Regression Testing. County will conduct Integration Testing with remote support form Contractor. Contractor will resolve problems/incidents found in Regression or Integration Testing. Contractor will provide a list of changes that may require County to update its training.</p>	<p>Deliverable 2.9 New Releases and Licensed Software Upgrades</p> <ul style="list-style-type: none"> • Revision Management Plan. • New Releases, Licensed Software Upgrades and other Revisions. • Regression Testing. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • New Releases, Licensed Software Upgrades, and other Revisions are implemented as described in Subtask 2.9 (Implement New Releases and Licensed Software Upgrades).
<p>Subtask 2.10 Conduct Service Level Monitoring and Reporting</p> <p>Contractor will conduct Service Level monitoring and reporting in accordance with the Agreement. Service Level monitoring and reporting will include:</p> <ul style="list-style-type: none"> • Ongoing monitoring of Contractor adherence 	<p>Deliverable 2.10 Service Level Monitoring and Reporting</p> <ul style="list-style-type: none"> • Service Level monitoring and reporting. • Calls as requested by County. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Service Level monitoring and reporting

Task 2 Provide Support Services	
<p>to Service Levels;</p> <ul style="list-style-type: none"> • Any issues that could impact an agreed-upon Service Level; • Resolution of any root-causes impacting Contractor’s ability to meet agreed-upon Service Levels; and • Providing monthly statistics and management reports to County on Service Level attainment. <p>Contractor will conduct calls as requested by County to discuss Service Levels and related issues.</p>	<p>addresses all elements described in Subtask 2.10 (Conduct Service Level Monitoring and Reporting).</p>
<p>Subtask 2.11 Provide Technology Change Management</p> <p>Contractor will design and implement a formal process for managing configuration and technology changes made to Licensed Software and Third-Party Products, to be used throughout the Support Term, including:</p> <ul style="list-style-type: none"> • Coordination of configuration and technology changes with build and deployment teams during the project; • Communication between Support Services and project team during deployment; • Criteria and processes for “hand off” of configuration and technology change management procedures from Contractor’s project team to Contractor’s Support Services team; • Configuration and technology change management procedure including submission, analysis and prioritization of requests; • Weekly configuration and technology change Approval meetings, as needed; • Execution of configuration and technology change; and • Validation of configuration and technology change. <p>Contractor will work with County to establish and mutually agree upon configuration and technology change control process.</p> <p>Contractor will provide configuration and technology change management services, including:</p>	<p>Deliverable 2.11 Technology Change Management</p> <ul style="list-style-type: none"> • Configuration and technology change management. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Configuration and technology change Management addresses all elements described in Subtask 2.11 (Provide Technology Change Management).

Task 2 Provide Support Services	
<ul style="list-style-type: none"> • Providing and maintaining an automated change management system to report and track changes made by Contractor; • Providing ongoing management, including project plans and transition plan; • Providing reporting to County on change management; • Developing a production change schedule and review with County; • Providing risk management analysis, mitigation, and remediation; • Testing all changes to Licensed Software prior to moving them to production in accordance with the requirements of this SOW; • Testing application Enhancements, Error Corrections, Upgrades and other Revisions in accordance with the requirements of this SOW; • Developing test scripts and test data in accordance with the requirements of this SOW; and • Developing training materials. <p>Contractor will develop communication and processes for Approval of Production Environment change authorization.</p> <p>Contractor will conduct calls as requested by County to discuss configuration and technology change management activities and related issues.</p> <p>Contractor will report monthly on configuration and technology change management, including the tracking and reporting of any issues.</p>	
<p>Subtask 2.12 Provide Configuration Management</p> <p>Contractor will provide configuration management of the MCCS throughout the Support Term, including:</p> <ul style="list-style-type: none"> • Identifying, controlling, maintaining, and verifying Licensed Software and Third-Party Products; • Verifying configuration records against the infrastructure and correcting any exceptions, and provide configuration records in centralized location; 	<p>Deliverable 2.12 Configuration Management</p> <ul style="list-style-type: none"> • Configuration management. • Configuration Management Reports. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Configuration management addresses all elements described in Subtask 2.12 (Provide Configuration Management).

Task 2 Provide Support Services	
<ul style="list-style-type: none"> • Developing and maintaining configuration management policies, and procedures; • Establishing and maintaining process for tracking configuration changes; • Establishing and maintaining guidelines for physical and logical separation between development, test, and production domains; • Establishing and maintaining process for deploying and backing out of configuration items; • Establishing and maintaining configuration baselines as reference points for rebuilds; • Providing ability to revert to stable configuration states; • Establishing and maintaining process for verifying the accuracy of configuration items, adherence to configuration management processes and identifying process deficiencies; and • Providing Configuration Management Reports to County. Contractor will conduct calls as requested by County to discuss configuration management activities and related issues. <p>Contractor will report monthly on configuration management activities, including the tracking and reporting of any issues.</p>	
<p>Subtask 2.13 Provide Interface Support</p> <p>Contractor will provide County with Interface support for the MCCS, including:</p> <ul style="list-style-type: none"> • Monitoring outbound Interface queue counts and status to ensure active outbound Interfaces are operational; • Monitoring inbound Interfaces status to ensure active inbound Interfaces are operational; • Maintaining and updating Interfaces; • Developing Interface Documentation including diagrams and schematics; • Providing feedback on Interface specifications for new Interfaces and creating new Interfaces at County’s request, and developing a project plan for new Interface support; and • Providing feedback on County’s data exchange 	<p>Deliverable 2.13 Interface Support</p> <ul style="list-style-type: none"> • Interface support. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Interface Support addresses all elements described in Subtask 2.13 (Provide Interface Support).

Task 2 Provide Support Services	
<p>specifications, including:</p> <ul style="list-style-type: none"> • Developing and implementing customized data exchange procedures; • Analyzing and recommending ETL tools; • Monitoring updates to MCCS and to third party data sources that create opportunities for increased data exchange; • Developing business relationships with secured data hosting services providers; • Developing quality metrics and reports to ensure consistent data sourcing, manipulation, and loading; • Developing project plans for data exchange projects and tasks; • Performing data exchange projects and tasks; • Testing data exchange configurations in a non-production domain; and • Validating data exchange procedures. <p>Contractor will conduct calls as requested by County to discuss Interface management activities and related issues.</p> <p>Contractor will report monthly on Interface management, including the tracking and reporting of any issues.</p>	
<p>Subtask 2.14 Maintain Security and Manage Authorization Controls and Processes</p> <p>Contractor will provide application specific security services based on County guidelines in accordance with the Agreement, including;</p> <ul style="list-style-type: none"> • Provide and maintain virus protection; • Monitor for MCCS security errors, exceptions, and attempted violations; • Report security violations to County per County policies; and • Monitor legal and regulatory requirements, conduct compliance testing, and provide compliance and certification review in accordance with this SOW. <p>Contractor will provide Security services in compliance with applicable federal, state, and County requirements.</p>	<p>Deliverable 2.14 Security Services and Authorization Controls</p> <ul style="list-style-type: none"> • Security services and authorization controls. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Security services contain all elements required by Subtask 2.14 (Maintain Security and Manage Authorization Controls and Processes).

Task 2 Provide Support Services	
<p>Contractor will manage and implement authorization controls and processes, including:</p> <ul style="list-style-type: none"> • Maintaining and updating security technology architecture; • Providing and maintaining a user database for application-specific security including task access, positions, and roles; • Conducting batch user account provisioning for Licensed Software accounts as requested by County and in accordance with this SOW; and • Creating and managing Contractor’s user accounts. <p>Contractor will develop a change control process for the creation and modification of Contractor user accounts, and submit it for Customer Approval.</p> <p>Contractor will conduct calls as requested by County to discuss security and authorization management activities and related issues.</p> <p>Contractor will report monthly on security and authorization management, including the tracking and reporting of any issues.</p>	
<p>Subtask 2.15 Provide Platinum Application Support</p> <p>Contractor will provide County with Application Support for MCCS, including:</p> <ul style="list-style-type: none"> • Creating, configuring, maintaining, and updating global configurations; • Creating, configuring, maintaining, and updating providers, including fee schedules and withhold information; • Creating, configuring, maintaining, and updating vendors, including fee schedules, health plan panels, withholds, tax withholds, garnishments, EFT/ERAs, and EOBs; • Creating, configuring, maintaining, and updating members and subscribers, including patient condition codes, eligibility plan verification tables; • Creating, configuring, maintaining, and updating services, including service codes; 	<p>Deliverable 2.15 Platinum Application Support</p> <ul style="list-style-type: none"> • Application Support. • Calls as requested by County and monthly reports. <p>Acceptance Criteria: Application Support addresses all elements described in Subtask 2.15 (Provide Platinum Application Support).</p>

Task 2 Provide Support Services	
<ul style="list-style-type: none"> • Creating, configuring, maintaining, and updating codes and types, including diagnosis codes; • Creating, configuring, maintaining, and updating health plans, including Financial Responsibilities (DOFRS), Option Masters, Employer Groups, Detail Option Masters, Benefit Tracking (Accumulator), and Benefit Matrices; • Creating, configuring, maintaining, and updating claims and payment process automation tasks, including timely filings tables, interest calculations, auto adjudication rules, auto-authorization assignments, and claim-authorization matching rules; • Creating, configuring, maintaining, and updating Claim Shop, including automation setup, creation of new clients, and administration of existing clients; • Creating, configuring, maintaining, and updating authorizations, including auto-adjudication, authorized procedure groups, and authorized service packages; • Creating, configuring, maintaining, and updating County workflows, including claims rules and authorization rules; • Creating, configuring, maintaining, and updating cases, including case types workflows, case events workflows, IHA templates, and care management templates; • Creating, configuring, maintaining, and updating all County requested reports, including EOB and Authorization Providers and Members Letters; • Creating, configuring, maintaining, and updating users and access rights; • Creating, configuring, maintaining, and updating trading partners, including the creation of professional/institutional inbound/outbound custom maps, interfacing/file format setup and mapping, inquiry and response for eligibility, claims, and authorizations per trading partners; • Creating, configuring, maintaining, and 	

Task 2 Provide Support Services	
<p>updating eligibility administrators and access rights, including global and company configurations;</p> <ul style="list-style-type: none"> • Creating, configuring, maintaining, and updating reports and database scripts, including any updates for compliance with any regulatory or statutory changes; • Testing and validating County’s configuration; and • Providing feedback on the County’s configuration and supporting County with the development of recommendations for more effective configurations, or to ensure continuing compliance with Legal Requirements. <p>For the avoidance of doubt, the Support Services include but are not limited to the services identified on Exhibit A.4 (Platinum Application Support Services Description).</p> <p>Contractor will conduct calls as requested by County to discuss Application Support activities and related issues.</p> <p>Contractor will report monthly on Application Support, including the tracking and reporting of aggregate configuration requests and any issues.</p>	

Task 3 Initiate and Provide Hosting Services	
Task Description	
<p>Contractor will initiate and provide the Hosting Services, and manage, monitor, and maintain the Hosting Environment in accordance with the requirements of the Agreement, and this SOW. The Hosting Services will include documentation of account management, operations and administration, database administration, change management, capacity management, performance management, and Service Level monitoring and reporting.</p>	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Employees <ul style="list-style-type: none"> • • County Key Employees <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 3.1 Prepare Hosting Services Delivery Document</p> <p>Contractor will develop, maintain, and update a</p>	<p>Deliverable 3.1 Hosting Services Delivery Document</p> <ul style="list-style-type: none"> • Hosting Services Delivery Document.

Task 3 Initiate and Provide Hosting Services

Hosting Services Delivery Document which includes Contractor’s approach to the following:

- Transition of Licensed Software from responsibility of Contractor project implementation team to Contractor Hosting Services team;
- Access management in accordance with Subtask 2.14 (Maintain Security and Manage Authorization Controls and Processes), including:
 - County user accounts; and
 - Contractor personnel accounts;
- Operations and administration, including:
 - Contractor infrastructure;
 - Initial and ongoing evaluation and monitoring of County infrastructure and operations;
 - At County’s request, diagnostics and validation of County infrastructure and operations;
 - Recommendations for improvements to County infrastructure; and
 - Contractor and County roles and responsibilities.
- Capacity planning and management, including:
 - Storage, network, and processing capabilities; and
 - Monitoring performance.
- Management of Contractor-provided servers; including:
 - Monitoring;
 - Updating; and
 - Optimizing performance.
- Maintaining Service Levels;
- Defining and developing alerts (network latency alert, saturation alert, etc.);
- Service Level monitoring and reporting, including:
 - Alerts;
 - Service metrics;

Acceptance Criteria:

- The Hosting Services Delivery Document incorporates, and is consistent with, County-provided input;
- The Hosting Services Delivery Document address all elements described in Subtask 3.1 (Prepare Hosting Services Delivery Document).
- The Hosting Services Delivery Document has been approved by County.

Task 3 Initiate and Provide Hosting Services	
<ul style="list-style-type: none"> • Monitoring tools; • Service request tracking system; • Audits; • Weekly Contractor meetings with County; and • Processes for communicating scheduled outages. • Maintaining security, including: <ul style="list-style-type: none"> • Physical security; and • Logical security. • Preventative maintenance, including technology refreshes to remain current with applicable industry standards; • Defining procedures for backups and restores, including: <ul style="list-style-type: none"> • Frequency; • Method; • Validation; and • Defining restore checkpoints. • Providing business continuity and disaster recovery services. <p>Contractor will review the draft Hosting Services Delivery Document with County.</p> <p>Contractor will incorporate County feedback and proposed changes as appropriate into the County Hosting Services Delivery Document and submit a final version to County for Approval.</p>	
<p>Subtask 3.2 Provide Hosting Services</p> <p>Throughout the Term of the Agreement, Contractor will provide Hosting Services in accordance with the Production Support Plan the Agreement and this SOW.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Operate the Licensed Software and the Hosting Services on a 24x7x365 basis; • Provide County with access to the Licensed Software and Hosting Services over a pair of dedicated network connections from the Hosting Environment on a 24x7x365 basis; • Provide, monitor, and maintain Hosting Hardware, Hosting Software, and communications infrastructure, including: 	<p>Deliverable 3.2 Hosting Services</p> <ul style="list-style-type: none"> • Hosting Services. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Hosting Services comply with the Specifications. • The Hosting Services address all elements described in Subtask 3.2 (Provide Hosting Services).

Task 3 Initiate and Provide Hosting Services	
<ul style="list-style-type: none"> • Physical infrastructure for data center (e.g., facility, environment, power); • Shared networking and application infrastructure; and • Computer systems, network equipment, and Contractor WAN. • In coordination with Support Services, monitor all inbound and outbound Interfaces and provide County with notice of inactive Interfaces or other potential connectivity issues; and • In coordination with Support Services, provide and maintain all Licensed Software, Hosting Software, and Third-Party Product licenses and sublicenses, and Documentation required to provide the Hosting Services. <p>Contractor will conduct calls as requested by County to discuss Hosting Services activities and related issues.</p> <p>Contractor will report monthly on Hosting Services activities, including the tracking and reporting of any issues.</p>	
<p>Subtask 3.3 Conduct Service Level Monitoring and Reporting</p> <p>Contractor will conduct monitoring and reporting of Service Levels to County, including:</p> <ul style="list-style-type: none"> • Continuously monitoring the Hosting Environment; • Developing and delivering to County monthly reports showing Service Level performance; and • Providing County with tools to measure Licensed Software and Hosting Services response time. <p>Contractor will provide Service Level reports (e.g., performance metrics and system accounting information) to the designated County representatives in a format agreed to by County.</p> <p>Contractor will conduct calls as requested by County to discuss Service Level monitoring activities and related issues.</p>	<p>Deliverable 3.3 Service Level Reports</p> <ul style="list-style-type: none"> • Calls as requested by County. • Monthly Service Level Reports. • Response time measurement tool. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Monthly Service Level Reports include sufficient detail to verify compliance with Service Levels and are County Approved.

Task 3 Initiate and Provide Hosting Services	
<p>Subtask 3.4 Respond to Support Service Requests</p> <p>In coordination with Support Services, Contractor will provide Support Services as required in the Agreement.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Participate in weekly meetings with County to discuss status of, and improvement of response time to, service requests; • Provide technical guidance to County on configuration of County internal network and workstations, peripheral devices, and other County hardware to enable connectivity to Hosting Services; • Provide recommendations to County for issue identification and resolution procedures, including steps to diagnose whether issues originate in County-owned or Contractor-hosted systems; • Notify County of any issues Contractor discovers that may adversely impact the Hosted Services; • Notify County of any planned outages within the timeframes specified in Exhibit N (Additional Hosting Services Terms and Conditions), and the Agreement; • Provide, manage, and maintain a method for proper notification and escalation of issues; • Log all incidents and problems; and • Provide incident and management reports and statistics to County as requested by County but in no event less than once per month. <p>Contractor will set up a Service Request Tracking System as required by the Agreement.</p> <p>Contractor will conduct calls as requested by County to discuss service requests and related issues.</p> <p>Contractor will report monthly on service requests, including the tracking and reporting of any issues.</p>	<p>Deliverable 3.4 Support Services</p> <ul style="list-style-type: none"> • Support Services. • Calls as requested by County and monthly reports. • Service Report Tracking System. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Support Services contain all elements required by Subtask 3.4 (Respond to Support Service Requests), and are County Approved.
<p>Subtask 3.5 Maintain Security</p> <p>Contractor will provide security management services in accordance with the Agreement and</p>	<p>Deliverable 3.5 Security Services</p> <ul style="list-style-type: none"> • Security management services. • Input to update County security plan.

Task 3 Initiate and Provide Hosting Services	
<p>this SOW.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • On an ongoing basis, provide input and written recommendations into County security plan; • Provide data center physical security measures and controls; • Manage physical access to Contractor facilities with access entitlement control; • Utilize encryption in storing and transmitting County Data; • Provide physical and logical security of all service components (hardware and software) and data; • Monitor for MCCS security errors, exceptions, and attempted violations; • Implement and monitor network intrusion and virus detection systems throughout Hosted Services network and computing infrastructure; • Provide and maintain virus protection; • Provide security manager to enforce security procedures and resolve issues; • Provide and manage URL access to Internet sites approved for appropriate business purposes; • Provide Hosting Environment security plan and infrastructure based on security requirements, standards, procedures, policies, County, federal, state, and local requirements and risks; • Implement physical and logical security plans for all Hosting Environment components consistent with Contractor security policies and industry standards; • Implement logical security plans for all Hosting Environment components consistent with applicable County security policies as it relates to the MCCS; • Report security violations to County per County policies and in accordance with Subtask 1.3 (Define Contractor Process for Notifying County of Security Issues); and 	<ul style="list-style-type: none"> • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • Security management services contain all elements required by Subtask 3.5 (Maintain Security).

Task 3 Initiate and Provide Hosting Services	
<ul style="list-style-type: none"> • Provide and maintain all documentation required for security audits and internal control and control testing. <p>Contractor will provide all security management services in compliance with all applicable federal, state and County requirements.</p> <p>Contractor will conduct calls as requested by County to discuss security activities and related issues.</p> <p>Contractor will report monthly on security activities and alert County of any issues.</p>	
<p>Subtask 3.6 Conduct Backups and Restores</p> <p>Contractor will conduct the backups and restores required by the Agreement, including:</p> <ul style="list-style-type: none"> • Regular backups of all County Data; • Backups of Licensed Software and Third-Party Products in accordance with the Hosting Services Delivery Document; and • Backup validation. <p>Contractor will conduct calls as requested by County to discuss backup and restore activities and related issues.</p> <p>Contractor will provide County with monthly reports certifying successful backup validation.</p>	<p>Deliverable 3.6 Backups Validation Report</p> <ul style="list-style-type: none"> • Backups Validation Report. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The Backups Validation Report address all elements described in Subtask 4.6 (Conduct Backups and Restores).
<p>Subtask 3.7 Provide Business Continuity and Disaster Recovery Services</p> <p>Contractor will provide prioritized business continuity and disaster recovery services for the Hosting Services and associated infrastructure (e.g., servers, network connection) in accordance with the Agreement.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> • Develop and maintain detailed Business Continuity Plan and Disaster Recovery Plan; • Provide County with a copy of Contractor’s current Business Continuity Plan and Disaster Recovery Plan; • Review and update the Business Continuity Plan and Disaster Recovery Plan on at least an annual basis; • Develop action plan to mitigate risks and issues discovered during the Business 	<p>Deliverable 3.7 Business Continuity and Disaster Recovery</p> <ul style="list-style-type: none"> • Contractor’s current Business Continuity Plan and Disaster Recovery Plan. • Report of Business Continuity Plan and Disaster Recovery Plan test results. • Updated Business Continuity Plan and Disaster Recovery Plan. • Calls as requested by County and monthly reports. <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • County-Approved Business Continuity Plan and Disaster Recovery Plans. • County-Approved Business Continuity Plan and Disaster Recovery Plan test results.

Task 3 Initiate and Provide Hosting Services	
<p>Continuity Plan and Disaster Recovery Plan review;</p> <ul style="list-style-type: none"> • Notify County if Contractor conducts fail over; • Provide County with copies of all updates to the Business Continuity Plan and Contractor’s standard Disaster Recovery Plan; and • Conduct business continuity and disaster recovery testing as mutually agreed upon by County and Contractor. <p>Contractor will initiate the Disaster Recovery Plan in the event of a Contractor disaster recovery situation and notify County per the Agreement and disaster recovery policies and procedures.</p> <p>Contractor will coordinate with County during a Contractor disaster recovery situation per the Agreement and disaster recovery policies and procedures.</p> <p>Contractor will conduct calls as requested by County to discuss business continuity and disaster recovery activities and related issues.</p> <p>Contractor will report monthly on business continuity and disaster recovery activities and alert County of any issues.</p>	

Task 4 Conduct Ongoing Training Activities	
Task Description	
Contractor will conduct ongoing training activities necessary to support County in maintaining and operating the MCCS.	
Personnel Requirements	
<ul style="list-style-type: none"> • Contractor Key Employees <ul style="list-style-type: none"> • • County Key Employees <ul style="list-style-type: none"> • 	
Subtasks/Deliverables	
<p>Subtask 4.1 Support Training on Revisions</p> <p>In preparation for Revisions, Contractor will conduct training for County support personnel and trainers on Revisions, including:</p> <ul style="list-style-type: none"> • For each Revision, develop a training plan, including: <ul style="list-style-type: none"> • Content; 	<p>Deliverable 4.1 Training on Revisions</p> <ul style="list-style-type: none"> • Training on Revisions. • Sample training materials. • Review and validation of County developed training materials. <p>Acceptance Criteria:</p>

Task 4 Conduct Ongoing Training Activities	
<ul style="list-style-type: none"> • Tools; and • Delivery methods. • Provide County with sample training materials and sample help desk scripts; • Provide guidance to the County in developing training materials, including County help desk scripts as they relate to the MCCS; • Review County training materials for completeness and accuracy; and • Provide County with training resources for training of County support personnel and trainers, as requested by County and mutually agreed by the Parties. 	<ul style="list-style-type: none"> • The training on Revisions support addresses all elements described in Subtask 4.1 (Support Training on Revisions).

6. Project Deliverable Expectations Document Template

Project Deliverable Expectations Document	
Project Deliverable Number:	Title of Deliverable:
Deliverable Description:	Agreement/SOW Reference:
Frequency:	Initial Draft Submission Due Date:
County's Review of Draft Deliverable: [XX] Days	Final Submission Due Date: [XX] Days after receipt of draft comments
County Approval Required: Yes/No	Distribution: County Project Manager – 1 hard copy and 1 soft copy County Project Oversight – 1 soft copy
Contractor: Complete shaded area below	
Detailed Deliverable Outline:	
Deliverable Acceptance Criteria (include agreed upon requirements, format and contents, related to Deliverable):	
Prepared By (please print):	Date Submitted:
Date Submitted 2:	Date Submitted 3:
Phone Number:	E-mail:
Contractor Project Executive or Contractor Project Manager Signoff (For Key Deliverables):	
Contractor Representative Name:	Contractor Representative Position:
Contractor Representative Signature:	Date:
County Approval/Comments	
Approved By:	Date:
Signature:	
Comments:	



Exhibit A.1 (Project Control Document)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT A.1

PROJECT CONTROL DOCUMENT

The Project Control Documents will be developed and completed as provided in Task 1 (Complete Project Control Document) of the Agreement.

The following documents are attached to this Exhibit A.1 (Project Control Document) and are hereby incorporated by reference:

- a) LA County MCCS Project Resource Management Plan, dated January 20, 2016
- b) LA County Project Work Plan, dated May 6, 2016

LA COUNTY MCCS PROJECT
RESOURCE MANAGEMENT PLAN

Version Number: 1.0

Dated: 01/20/2016

VERSION HISTORY

Version Number	Implemented By	Revision Date	Approved By	Approval Date	Description of Change
1.0	<i>Citra Health</i>	<i>10/27/2015</i>	<i>P Morris</i>	<i>01/20/2016</i>	<i>Initial Draft Before Client Comments</i>

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1 INTRODUCTION

1.1 PURPOSE OF THE RESOURCE MANAGEMENT PLAN

In order to deliver the project successfully, team members with the right skills and experience are needed. The integration of these team members onto (and off of) the project must be well managed because of compliance requirements and, when coordinated with a knowledge transfer process, the ability to enhance the productivity of the project team. Therefore, goal of this Resource Management Plan is to identify and define the necessary roles that are critical to the project as well as define the proficiencies of the resource required to be successful in each particular role. If critical personnel are not assigned to address gaps in skills or knowledge, or or a team member is assigned to a role incorrectly, it can create a significant risk for the project's success. As is common in many projects, in this project it is understood that the same individual will often perform many roles throughout the lifetime of a project.

This MCCS Resource Management Plan describes how the roles and responsibilities, reporting relationships, and staff management of the team performing the work products will be structured and addressed. The main component of the Resource Management Plan is listed in this document as “**Appendix B: Staffing Matrix**”.

This Resource Management Plan will be managed and published by the Project Manager, and, once baselined, the document will be subject to formal change control procedures. Each updated version shall have the revision number and date of approval displayed on cover of the document and at the the bottom of the page.

2 KEY ROLES & RESPONSIBILITIES

2.1 ROLE, RESPONSIBILITY, AND SKILL MATRIX

The following table provides a list of key and responsibilities of the MCS project team. This list will be updated as new team members are recruited to join the project team; the list below represents an initial sample of roles, responsibilities, and skills.

Role	Responsibilities	Required Skills and Proficiencies
Project Manager	<ul style="list-style-type: none"> • Prepares, revises, and publishes the the project management plan and supplemental documentation. • Participates in and facilitates project planning activities. • Manages, reviews, and prioritizes the project work plans. • Provides status and progress reviews to key stakeholders • Manages and supervises the project's work teams. • Escalates issues to the Sponsor or Key Stakeholders (such as the Change Control Board) and makes recommendations as to a preferred resolution • Identifies and recruits required and optional resources • Motivates and coaches project team members. • Monitors contract compliance. • Manages change orders. • Facilitates risk management analysis. • Reviews and submits deliverables for comments and approval. 	<ul style="list-style-type: none"> • 15 or more years managing all phases of the project lifecycle. • Experience managing multidisciplinary teams across many time zones. • Excellent Communication skills to technical and executive audiences • Can facilitate group meetings, follow agendas, record decisions, and escalate issues if necessary. • Can manage multiple work streams and work teams and track task assignments, resource allocations, and pending milestones and delivery dates. • Can acclimate new team members to the project environment • Professional certification preferred

LA County MCCS Project

<p>Product Specialist</p>	<ul style="list-style-type: none">• Provide technical direction for problem definition, analysis, requirements development, and implementation for complex to extremely complex systems in a specific subject matter area.• Make recommendations and advise on organization-wide system improvements, optimization or maintenance efforts regarding a defined or proposed product.• Attend Tactical meetings to address critical issues• Attend Retrospective meetings to confirm/integrate lessons learned and best practices	<ul style="list-style-type: none">• Product-specific or domain-specific knowledge• Knowledge of industry-best practices• Bachelor's degree• Professional certifications preferred• Can facilitate group meetings, follow agendas, record decisions, and escalate issues if necessary.
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LA County MCCS Project

<p>QA & QC Manager</p>	<ul style="list-style-type: none"> • Develops the project quality management system and prepares the project quality management plan and the process improvement plan and revision(s) thereto. • Distributes the project quality management plan and relevant documentation to sub-contractors and suppliers. • Monitors the effectiveness of the project quality management system and recommends and implements improvements when required. • Performs project audits. • Ensures that all quality requirements are collected and informed to the concerned persons and parties. • Contributes in process improvement planning. • Establishes best practices. • Develops and implements quality assurance procedures. • Ensures compliance to established processes and procedures. • Participates in project auditing. • Reviews project documents. • Analyzes non-compliances and recommends accordingly. 	<ul style="list-style-type: none"> • Process knowledge in the domains of business analysis and testing • Knowledge of industry best practices and common options for measuring and monitoring quality control activities. • Can facilitate group meetings, follow agendas, record decisions, and escalate issues if necessary. • Can track multiple work streams and work teams and track task assignments, resource allocations, and pending milestones and delivery dates.
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2.2 INTEGRATING NEW TEAM MEMBERS

As new team members are recruited to participate in the team, they will be provided an overview of the project. This overview will include:

- A summarized version of the project's Statement of Work
- A list of team members with their respective roles and/or titles
- An introduction to the project's schedule (work plan), milestones, and major work efforts
- A list of common meetings and meeting guidelines
- The project's documentation archive, including current management plans, draft and submitted versions of project deliverables, and approved templates.
- The list of current work efforts, issues, and risks relevant to their role.
- Introduction of required compliance activities and associated documentation.

2.3 RETIRING CURRENT TEAM MEMBERS

Given that IT projects are implemented in phases and that priorities can shift as a project progress, it is expected that certain team members will be retired from the project before the project has been completed. These team members may return to the project as their skills are required (such as when a phase was deferred because of changing priorities or other conditions). If that occurs, an abbreviated version of the list provided in the previous section will be presented to streamline their re-introduction to the project.

When a team member retires from the project, they will be given an exit interview. During that interview, they will be:

- Reminded of existing compliance restrictions (such as Non-Disclosure Agreements, HIPAA Privacy requirements, etc.)
- Asked to provide a summary of items for consideration to streamline the introduction of new team members
- Asked to return any badges, equipment, software, and confidential documentation pertinent to the project.
- Asked if they would consider returning to the project if the need for their skills are required.

APPENDIX A: RESOURCE MANAGEMENT PLAN APPROVAL

The undersigned acknowledge that they have reviewed the **LA County MCCS Project Resource Management Plan** and agree with the information presented within this document. Changes to this will be coordinated with, and approved by, the undersigned, or their designated representatives.




























Signature: _____ Date: _____
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Title: _____
Role: _____































APPENDIX B: STAFFING MATRIX

Name (Last, First)	Formal Title	Role(s)	Reports To:	Start Date	End Date

ID		Task Mode	SOW Section	SOW Task/Subtask	Task Name	Duration	Start	Finish	Key Milestones
1					Exhibit A1 Project Work Plan	391 days	Fri 7/1/16	Fri 12/29/17	
2									
3					Pre-Implementation Assessment	11 days	Fri 7/1/16	Fri 7/15/16	
4					Client ID Assigned if needed	1 day	Fri 7/1/16	Fri 7/1/16	
5					Contract Entered in PhaseWare and Ticket Number Created	1 day	Mon 7/4/16	Mon 7/4/16	
6					Draft and Schedule Sales to Services Presentation	1 day	Tue 7/5/16	Tue 7/5/16	
7					Client Questionnaire Complete	8 days	Wed 7/6/16	Fri 7/15/16	
8					Operations/Business Process Assessment	3 days	Wed 7/6/16	Fri 7/8/16	
9					Identification of Project Team	3 days	Wed 7/6/16	Fri 7/8/16	
10					Establishment of Communication Protocol	3 days	Wed 7/6/16	Fri 7/8/16	
11									
12					Project Initiation Activities	11 days	Mon 7/11/16	Mon 7/25/16	
13					Identify Stakeholders and Steering Committee Members	1 day	Mon 7/11/16	Mon 7/11/16	
14					Assign Implementation Project Team members	1 day	Mon 7/11/16	Mon 7/11/16	
15					Prepare Internal Kick-off Presentation	1 day	Mon 7/11/16	Mon 7/11/16	
16					Define Charter	3 days	Tue 7/12/16	Thu 7/14/16	
17					Approve Charter	1 day	Fri 7/15/16	Fri 7/15/16	
18					Prepare External Client Kick-off Presentation	1 day	Mon 7/18/16	Mon 7/18/16	
19					Hold External Client Kick-off Call	5 days	Tue 7/19/16	Mon 7/25/16	
20			5.1	Task 5	Task 5 Conduct Project Kickoff	5 days	Tue 7/19/16	Mon 7/25/16	
21			5.1	5.1	Deliverable 5.1 Project Kickoff	5 days	Tue 7/19/16	Mon 7/25/16	
22					Agenda/schedule for Project Kickoff	1 day	Tue 7/19/16	Tue 7/19/16	
23					Attendance sheet/roster of participants for Project Kickoff	1 day	Wed 7/20/16	Wed 7/20/16	
24					Project Kickoff presentation materials	3 days	Thu 7/21/16	Mon 7/25/16	
25					Milestone: Client Project Kickoff Presentation Complete	0 days	Mon 7/25/16	Mon 7/25/16	
26									
27			5.4	Task 1	Task 1 Conduct Initiation Session	5 days	Tue 7/26/16	Mon 8/1/16	
28			5.4	1.1	Deliverable 1.1 Initiation session	5 days	Tue 7/26/16	Mon 8/1/16	
29									
30			5.4	Task 2	Task 2 Document Security Objectives and Protection Requirements	5 days	Fri 8/12/16	Thu 8/18/16	

ID		Task Mode	SOW Section	SOW Task/Subtask	Task Name	Duration	Start	Finish	Key Milestones
31			5.4	2.1	Deliverable 2.1 Security Objectives and Protection Requirements	5 days	Fri 8/12/16	Thu 8/18/16	
32			5.4	2.2	Deliverable 2.2 System Security Plan	5 days	Fri 8/12/16	Thu 8/18/16	
33									
34			5.4	Task 3	Task 3 Implement Security Monitoring and Auditing Infrastructure and Processes	5 days	Fri 8/12/16	Thu 8/18/16	
35			5.4	3.1	Deliverable 3.1 Monitoring and Auditing Infrastructure and Processes	5 days	Fri 8/12/16	Thu 8/18/16	
36			5.4	3.2	Deliverable 3.2 Security Monitoring and Auditing Tools	5 days	Fri 8/12/16	Thu 8/18/16	
37									
38			5.4	Task 4	Task 4 Implement Roles and Provision Users	5 days	Fri 11/4/16	Thu 11/10/16	
39			5.4	4.1	Deliverable 4.1 User Security Profiles Document	5 days	Fri 11/4/16	Thu 11/10/16	
40			5.4	4.2	Deliverable 4.2 User Roles and Authorizations	5 days	Fri 11/4/16	Thu 11/10/16	
41			5.4	4.3	Deliverable 4.3 User Roles and Authorizations Populate To Production Environment	5 days	Fri 11/4/16	Thu 11/10/16	Completion of Project Initiation 6%
42									
43			5.1	Task 1	Task 1 Complete Project Control Document	30 days	Fri 7/1/16	Thu 8/11/16	
44			5.1	1.1	Deliverable 1.1 Project Control Document Framework	30 days	Fri 7/1/16	Thu 8/11/16	
45			5.1	1.2	Deliverable 1.2 Project Work Plan	30 days	Fri 7/1/16	Thu 8/11/16	
46			5.1	1.3	Deliverable 1.3 Error Management Plan	30 days	Fri 7/1/16	Thu 8/11/16	
47			5.1	1.4	Deliverable 1.4 Project Communications Plan	30 days	Fri 7/1/16	Thu 8/11/16	
48			5.1	1.5	Deliverable 1.5 Risk Management Plan	30 days	Fri 7/1/16	Thu 8/11/16	
49			5.1	1.6	Deliverable 1.6 Project Staffing and Resource Management Plan	30 days	Fri 7/1/16	Thu 8/11/16	
50			5.1	1.7	Deliverable 1.7 Configuration and Technology Change Management Plan	30 days	Fri 7/1/16	Thu 8/11/16	
51			5.1	1.8	Deliverable 1.8 Issues Management Plan	30 days	Fri 7/1/16	Thu 8/11/16	
52			5.1	1.9	Deliverable 1.9 Quality Management Plan	30 days	Fri 7/1/16	Thu 8/11/16	
53			5.1	1.10	Deliverable 1.10 Project Control Document	30 days	Fri 7/1/16	Thu 8/11/16	Contract Initiation Event 10%
54									
55			5.1	Task 6	Task 6 Perform Project Administration	371 days	Fri 7/1/16	Fri 12/1/17	
56			5.1	6.1	Deliverable 6.1 Status Reports	371 days	Fri 7/1/16	Fri 12/1/17	
57			5.1	6.2	Deliverable 6.2 Status Meeting Minutes	371 days	Fri 7/1/16	Fri 12/1/17	
58									
59			5.1	Task 7	Task 7 Perform Project Management and Ongoing Update of the Project Control Documents	340 days	Mon 8/15/16	Fri 12/1/17	

ID		Task Mode	SOW Section	SOW Task/Subtask	Task Name	Duration	Start	Finish	Key Milestones
60			5.1	7.1	Deliverable 7.1 Project Work Plan Management	340 days	Mon 8/15/16	Fri 12/1/17	
61			5.1	7.2	Deliverable 7.2 Error Management Plan Updates	340 days	Mon 8/15/16	Fri 12/1/17	
62			5.1	7.3	Deliverable 7.3 Risk Management	340 days	Mon 8/15/16	Fri 12/1/17	
63			5.1	7.4	Deliverable 7.4 Staffing and Resources Management	340 days	Mon 8/15/16	Fri 12/1/17	
64			5.1	7.5	Deliverable 7.5 Configuration and Technology Change Management	340 days	Mon 8/15/16	Fri 12/1/17	
65			5.1	7.6	Deliverable 7.6 Issue Management	340 days	Mon 8/15/16	Fri 12/1/17	
66			5.1	7.7	Deliverable 7.7 Quality Management	340 days	Mon 8/15/16	Fri 12/1/17	
67									
68			5.8	Task 1	Task 1 Conduct Production Support Planning	20 days	Fri 3/24/17	Thu 4/20/17	
69			5.8	1.1	Deliverable 1.1 Production Support Plan	20 days	Fri 3/24/17	Thu 4/20/17	
70			5.8	1.2	Deliverable 1.2 MCCS and User Documentation	20 days	Fri 3/24/17	Thu 4/20/17	
71			5.8	1.3	Deliverable 1.3 Contractor Notification Process for Security Issues	20 days	Fri 3/24/17	Thu 4/20/17	
72			5.8	1.4	Deliverable 1.4 Contractor Process for Notifying County of Issues and Events Impacting Operations	20 days	Fri 3/24/17	Thu 4/20/17	
73			5.8	1.5	Deliverable 1.5 Requirements for Systems, Tools and Interfaces for IT Service Management	20 days	Fri 3/24/17	Thu 4/20/17	Complete Build 22%
74									
75			5.1	Task 2	Task 2 Develop Technology Plan	20 days	Fri 10/14/16	Thu 11/10/16	
76			5.1	2.1	Deliverable 2.1 Technical Assessment	10 days	Fri 10/14/16	Thu 10/27/16	
77					Verification of Access to the Servers	10 days	Fri 10/14/16	Thu 10/27/16	
78					Verification of Application Server Configuration	10 days	Fri 10/14/16	Thu 10/27/16	
79					Verification of Database Server Configuration	10 days	Fri 10/14/16	Thu 10/27/16	
80					Record Server Volume ID	10 days	Fri 10/14/16	Thu 10/27/16	
81					Validate EZ-NET Firewall Configuration (if applicable)	10 days	Fri 10/14/16	Thu 10/27/16	
82					Approve Technical Build for Installation	10 days	Fri 10/14/16	Thu 10/27/16	
83			5.1	2.2	Deliverable 2.2 Technology Plan	10 days	Fri 10/28/16	Thu 11/10/16	
84									
85			5.1	Task 3	Task 3 Develop Training Plan	10 days	Fri 8/12/16	Thu 8/25/16	
86			5.1	3.1	Deliverable 3.1 Training Plan	10 days	Fri 8/12/16	Thu 8/25/16	
87									
88			5.1	Task 4	Task 4 Develop Testing Plan	10 days	Fri 8/12/16	Thu 8/25/16	
89			5.1	4.1	Deliverable 4.1 Testing Plan	10 days	Fri 8/12/16	Thu 8/25/16	

ID		Task Mode	SOW Section	SOW Task/Subtask	Task Name	Duration	Start	Finish	Key Milestones
90									
91			5.2	Task 1	Task 1 Conduct Design and Build Team Mobilization	5 days	Fri 8/12/16	Thu 8/18/16	
92			5.2	1.1	Deliverable 1.1 Design and Build Workgroup Initiation Session	5 days	Fri 8/12/16	Thu 8/18/16	
93									
94			5.2	Task 2	Task 2 Conduct Current State Assessment	60 days	Fri 8/19/16	Thu 11/10/16	
95			5.2	2.1	Deliverable 2.1 List of County Systems and Operations for Workflow Assessment	60 days	Fri 8/19/16	Thu 11/10/16	
96			5.2	2.2	Deliverable 2.2 Workflow Assessment	60 days	Fri 8/19/16	Thu 11/10/16	
97			5.2	2.3	Deliverable 2.3 Risk and Opportunities Documentation	60 days	Fri 8/19/16	Thu 11/10/16	
98									
99			5.2	Task 3	Task 3 Conduct System Review	60 days	Fri 8/19/16	Thu 11/10/16	
100			5.2	3.1	Deliverable 3.1 System Review Session	60 days	Fri 8/19/16	Thu 11/10/16	
101			5.2	3.2	Deliverable 3.2 System Review Data Collection	60 days	Fri 8/19/16	Thu 11/10/16	
102									
103			5.2	Task 4	Task 4 Conduct Design Review	60 days	Fri 8/12/16	Thu 11/3/16	
104			5.2	4.1	Deliverable 4.1 Design Review Session	60 days	Fri 11/11/16	Thu 2/2/17	
105			5.2	4.2	Deliverable 4.2 System Design Data Collection	60 days	Fri 11/11/16	Thu 2/2/17	
106			5.2	4.3	Deliverable 4.3 Final Detailed Design Document	60 days	Fri 11/11/16	Thu 2/2/17	Complete Design 22%
107									
108			5.8	Task 3	Task 3 Initiate and Provide Hosting Services	15 days	Fri 9/23/16	Thu 10/13/16	
109			5.8	3.1	Deliverable 3.1 Hosting Services Delivery Document	15 days	Fri 9/23/16	Thu 10/13/16	
110			5.8	3.2	Deliverable 3.2 Hosting Services	15 days	Fri 9/23/16	Thu 10/13/16	
111			5.8	3.3	Deliverable 3.3 Service Level Reports	15 days	Fri 9/23/16	Thu 10/13/16	
112			5.8	3.4	Deliverable 3.4 Support Services	15 days	Fri 9/23/16	Thu 10/13/16	
113			5.8	3.5	Deliverable 3.5 Security Services	15 days	Fri 9/23/16	Thu 10/13/16	
114			5.8	3.6	Deliverable 3.6 Backups Validation Report	15 days	Fri 9/23/16	Thu 10/13/16	
115			5.8	3.7	Deliverable 3.7 Business Continuity and Disaster Recovery	15 days	Fri 9/23/16	Thu 10/13/16	
116									
117			5.2	Task 5	Task 5 Complete Initial Partial System Build	41 days	Fri 11/4/16	Fri 12/30/16	
118				5.1	Deliverable 5.1 Identify Content and Functional Coverage of Initial Partial System Build (Using the Design Decision and Data Collection Tools and Other Documentation as Necessary)	40 days	Fri 11/4/16	Thu 12/29/16	

ID		Task Mode	SOW Section	SOW Task/Subtask	Task Name	Duration	Start	Finish	Key Milestones
119			5.2	5.2	Deliverable 5.2 Initial Partial System Build	1 day	Fri 12/30/16	Fri 12/30/16	
120									
121			5.2	Task 6	Task 6 Conduct System Validation	10 days	Fri 10/14/16	Thu 10/27/16	
122			5.2	6.1	Deliverable 6.1 System Validation	10 days	Fri 10/14/16	Thu 10/27/16	
123			5.2	6.2	Deliverable 6.2 Test Scripts and Test Data for Unit and System Testing	10 days	Fri 10/14/16	Thu 10/27/16	
124									
125			5.2	Task 7	Task 7 Complete Build of Licensed Software and Conduct System and Unit Testing	60 days	Fri 12/30/16	Thu 3/23/17	
126			5.2	7.1	Deliverable 7.1 Complete System Build for Licensed Software	60 days	Fri 12/30/16	Thu 3/23/17	
127			5.2	7.2	Deliverable 7.2 Resolved Defects and Implement Approved-Change Requests	60 days	Fri 12/30/16	Thu 3/23/17	
128			5.2	7.3	Deliverable 7.3 Tested Complete System Build Ready For Integration Testing	60 days	Fri 12/30/16	Thu 3/23/17	
129									
130			5.2	Task 8	Task 8 Develop MCCS Test Plan	10 days	Fri 8/12/16	Thu 8/25/16	
131			5.2	8.1	Deliverable 8.1 Develop Test Plan	10 days	Fri 8/12/16	Thu 8/25/16	
132									
133			5.2	Task 9	Task 9 Implement MCCS Test Tools and Test Environment and Conduct Training	20 days	Fri 8/26/16	Thu 9/22/16	
134			5.2	9.1	Deliverable 9.1 Test Tools, Test Environments and Training	20 days	Fri 8/26/16	Thu 9/22/16	
135									
136			5.2	Task 10	Task 10 Develop MCCS Test Scripts	20 days	Fri 9/23/16	Thu 10/20/16	
137			5.2	10.1	Deliverable 10.1 Test Scripts, Test Scenarios, Test Cycles, and Common Test Data	20 days	Fri 9/23/16	Thu 10/20/16	
138									
139			5.2	Task 11	Task 11 Perform Integration Testing	10 days	Fri 3/24/17	Thu 4/6/17	
140			5.2	11.1	Deliverable 11.1 Integration Test Scripts, Test Scenarios, Test Cycles, and Common Test Data	10 days	Fri 3/24/17	Thu 4/6/17	
141			5.2	11.2	Deliverable 11.2 Completed Integration Testing	10 days	Fri 3/24/17	Thu 4/6/17	
142									
143			5.2	Task 12	Task 12 Perform User Acceptance Testing	10 days	Fri 4/7/17	Thu 4/20/17	
144			5.2	12.1	Deliverable 12.1 User Acceptance Test Scripts, Test Scenarios, Test Cycles, and Common Test Data	10 days	Fri 4/7/17	Thu 4/20/17	
145			5.2	12.2	Deliverable 12.2 User Acceptance Testing	10 days	Fri 4/7/17	Thu 4/20/17	
146									

ID		Task Mode	SOW Section	SOW Task/Subtask	Task Name	Duration	Start	Finish	Key Milestones
147			5.2	Task 13	Task 13 Perform Regression Testing	10 days	Fri 4/21/17	Thu 5/4/17	
148			5.2	13.1	Deliverable 13.1 Regression Test Scripts, Test Scenarios, Test Cycles, and Common Test Data	10 days	Fri 4/21/17	Thu 5/4/17	
149			5.2	13.2	Deliverable 13.2 Completed Regression Testing	10 days	Fri 4/21/17	Thu 5/4/17	
150									
151			5.2	Task 14	Task 14 Perform Load Testing	10 days	Fri 5/5/17	Thu 5/18/17	
152			5.2	14.1	Deliverable 14.1 Load Test Scripts, Test Scenarios, Test Cycles, and Common Test Data	10 days	Fri 5/5/17	Thu 5/18/17	
153			5.2	14.2	Deliverable 14.2 Completed Load Testing	10 days	Fri 5/5/17	Thu 5/18/17	Complete Test 10%
154									
155			5.3	Task 1	Task 1 Perform Current State Assessment	30 days	Fri 8/12/16	Thu 9/22/16	
156			5.3	1.1	Deliverable 1.1 Interfaces Current State Assessment	30 days	Fri 8/12/16	Thu 9/22/16	
157			5.3	1.2	Deliverable 1.2 Interfaces Implementation Plan Document	30 days	Fri 8/12/16	Thu 9/22/16	
158									
159			5.3	Task 2	Task 2 Design Interfaces	10 days	Wed 1/4/17	Tue 1/17/17	
160			5.3	2.1	Deliverable 2.1 Functional and Technical Specifications for Interfaces	10 days	Wed 1/4/17	Tue 1/17/17	
161					Third Party Applications Interfaces	10 days	Wed 1/4/17	Tue 1/17/17	
162					Citra Applications Interfaces	10 days	Wed 1/4/17	Tue 1/17/17	
163					Custom Interfaces	10 days	Wed 1/4/17	Tue 1/17/17	
164			5.3	2.2	Deliverable 2.2 Interface Test Plan	10 days	Wed 1/4/17	Tue 1/17/17	
165									
166			5.3	Task 3	Task 3 Build and Test Interfaces	45 days	Wed 1/18/17	Tue 3/21/17	
167			5.3	3.1	Deliverable 3.1 Tested Interfaces	45 days	Wed 1/18/17	Tue 3/21/17	
168					Unit Testing	45 days	Wed 1/18/17	Tue 3/21/17	
169					Apply to test environment	45 days	Wed 1/18/17	Tue 3/21/17	
170									
171			5.5	Task 1	Task 1 Develop and Document Run Out Plan	15 days?	Fri 11/11/16	Thu 12/1/16	
172			5.5	1.1	Deliverable 1.1 Data Run-Out Plan	15 days	Fri 11/11/16	Thu 12/1/16	
173									
174			5.6	Task 1	Task 1 Develop Training Program	15 days	Fri 11/11/16	Thu 12/1/16	
175			5.6	1.1	Deliverable 1.1 Training Program	15 days	Fri 11/11/16	Thu 12/1/16	
176									
177			5.6	Task 2	Task 2 Develop Training Schedule	10 days	Fri 12/2/16	Thu 12/15/16	
178			5.6	2.1	Deliverable 2.1 Training Schedule	10 days	Fri 12/2/16	Thu 12/15/16	

ID		Task Mode	SOW Section	SOW Task/Subtask	Task Name	Duration	Start	Finish	Key Milestones
179									
180			5.6	Task 3	Task 3 Develop Training and Support Materials	24 days	Fri 12/16/16	Wed 1/18/17	
181			5.6	3.1	Deliverable 3.1 Training Materials	24 days	Fri 12/16/16	Wed 1/18/17	
182									
183			5.6	Task 4	Task 4 Conduct Implementation Team Training	50 days	Fri 3/24/17	Thu 6/1/17	
184			5.6	4.1	Deliverable 4.1 Implementation Team Training	50 days	Fri 3/24/17	Thu 6/1/17	
185									
186			5.6	Task 5	Task 5 Conduct Support Team Training	50 days	Fri 3/24/17	Thu 6/1/17	
187			5.6	5.1	Deliverable 5.1 Deployment Help Desk Scripts	50 days	Fri 3/24/17	Thu 6/1/17	
188			5.6	5.2	Deliverable 5.2 Support Training	50 days	Fri 3/24/17	Thu 6/1/17	
189									
190			5.8	Task 5	Task 5 Optional Services "Platinum Level Services"	391 days	Fri 7/1/16	Fri 12/29/17	
191			5.8	5.1	Deliverable 5.1 EZ-CAP 6X Application	391 days	Fri 7/1/16	Fri 12/29/17	
192					System Configuration	391 days	Fri 7/1/16	Fri 12/29/17	
193					Provider/Vendor	391 days	Fri 7/1/16	Fri 12/29/17	
194					Members/Subscribers – Eligibility	391 days	Fri 7/1/16	Fri 12/29/17	
195					Services	391 days	Fri 7/1/16	Fri 12/29/17	
196					Codes and Types	391 days	Fri 7/1/16	Fri 12/29/17	
197					Health Plan Setup and Configurations	391 days	Fri 7/1/16	Fri 12/29/17	
198					Claims & Payment Process Automation	391 days	Fri 7/1/16	Fri 12/29/17	
199					Claim Shop	391 days	Fri 7/1/16	Fri 12/29/17	
200					Authorizations	391 days	Fri 7/1/16	Fri 12/29/17	
201					Workflow	391 days	Fri 7/1/16	Fri 12/29/17	
202					Customer Service	391 days	Fri 7/1/16	Fri 12/29/17	
203					Cases	391 days	Fri 7/1/16	Fri 12/29/17	
204			5.8	5.2	Deliverable 5.2 EZ-CAP Embedded Reports	391 days	Fri 7/1/16	Fri 12/29/17	
205					Customizing of Embedded Reports of EZ-CAP	391 days	Fri 7/1/16	Fri 12/29/17	
206			5.8	5.3	Deliverable 5.3 EZ-EDI Application	391 days	Fri 7/1/16	Fri 12/29/17	
207					EZ-EDI GLOBAL Configuration/Maintenance	391 days	Fri 7/1/16	Fri 12/29/17	
208					EZ-EDI USER	391 days	Fri 7/1/16	Fri 12/29/17	
209					TRADING PARTNER	391 days	Fri 7/1/16	Fri 12/29/17	
210					Eligibility Administrator (EA) Configurations	391 days	Fri 7/1/16	Fri 12/29/17	
211					SFTP Setup/Configuration/Maintenance	391 days	Fri 7/1/16	Fri 12/29/17	
212			5.8	5.4	Deliverable 5.4 EZ-NET Application	391 days	Fri 7/1/16	Fri 12/29/17	
213					System Configuration	391 days	Fri 7/1/16	Fri 12/29/17	
214									

ID		Task Mode	SOW Section	SOW Task/Subtask	Task Name	Duration	Start	Finish	Key Milestones
215			5.7	Task 2	Task 2 Deploy MCCS (Go-Live)	0 days	Thu 6/1/17	Thu 6/1/17	
216			5.7	2.1	Deliverable 2.1 Successful Deployment	0 days	Thu 6/1/17	Thu 6/1/17	Productive Use 15%
217									
218			5.7	Task 3	Task 3 Provide Post-Deployment Support	90 days	Fri 6/2/17	Thu 10/5/17	
219			5.7	3.1	Deliverable 3.1 Post Deployment Support	90 days	Fri 6/2/17	Thu 10/5/17	
220									
221			5.8	Task 2	Task 2 Provide Support Services	90 days	Fri 6/2/17	Thu 10/5/17	
222			5.8	2.1	Deliverable 2.1 Support Services Delivery Model for County	90 days	Fri 6/2/17	Thu 10/5/17	
223			5.8	2.2	Deliverable 2.2 Application Monitoring	90 days	Fri 6/2/17	Thu 10/5/17	
224			5.8	2.3	Deliverable 2.3 8am-5pm Monday through Friday Application Support	90 days	Fri 6/2/17	Thu 10/5/17	
225			5.8	2.4	Deliverable 2.4 Operations Management	90 days	Fri 6/2/17	Thu 10/5/17	
226			5.8	2.5	Deliverable 2.5 Report Creation and Maintenance	90 days	Fri 6/2/17	Thu 10/5/17	
227			5.8	2.6	Deliverable 2.6 Maintenance Checks	90 days	Fri 6/2/17	Thu 10/5/17	
228			5.8	2.7	Deliverable 2.7 Implemented Licensed Software and Third-Party Configuration Requests	90 days	Fri 6/2/17	Thu 10/5/17	
229			5.8	2.8	Deliverable 2.8 Incident/Problem Management Report	90 days	Fri 6/2/17	Thu 10/5/17	
230			5.8	2.9	Deliverable 2.9 New Releases and Licensed Software Upgrades	90 days	Fri 6/2/17	Thu 10/5/17	
231			5.8	2.10	Deliverable 2.10 Service Level Monitoring and Reporting	90 days	Fri 6/2/17	Thu 10/5/17	
232			5.8	2.11	Deliverable 2.11 Technology Change Management	90 days	Fri 6/2/17	Thu 10/5/17	
233			5.8	2.12	Deliverable 2.12 Configuration Management	90 days	Fri 6/2/17	Thu 10/5/17	
234			5.8	2.13	Deliverable 2.13 Interface Support	90 days	Fri 6/2/17	Thu 10/5/17	
235			5.8	2.14	Deliverable 2.14 Security Services and Authorization Controls	90 days	Fri 6/2/17	Thu 10/5/17	
236									
237			5.7	Task 4	Task 4 Conduct Performance Verification and Provide Performance Verification Report	10 days	Fri 10/6/17	Thu 10/19/17	
238			5.7	4.1	Deliverable 4.1 Performance Verification Activities	10 days	Fri 10/6/17	Thu 10/19/17	Final Acceptance By County 15%
239									
240			5.8	Task 4	Task 4 Conduct Ongoing Training Activities	20 days	Fri 10/6/17	Thu 11/2/17	
241					<New Milestone>	0 days			
242			5.8	4.1	Deliverable 4.1 Training on Revisions	20 days	Fri 10/6/17	Thu 11/2/17	

ID		Task Mode	SOW Section	SOW Task/Subtask	Task Name	Duration	Start	Finish	Key Milestones
243									
244					Post-deployment: EZ-CAP GO-LIVE visit (PM) - Visit of go-live week	5 days	Thu 6/1/17	Thu 6/8/17	
245					Go-Live Visit	5 days	Fri 6/2/17	Thu 6/8/17	
246					Client begins processing claims, auth, cases, customer service,etc	0 days	Thu 6/1/17	Thu 6/1/17	
247									
248			5.1	Task 8	Task 8 Conduct Project Close-out Activities	30 days	Fri 6/2/17	Thu 7/13/17	
249			5.1	8.1	Deliverable 8.1 Project Closeout Checklist	30 days	Fri 6/2/17	Thu 7/13/17	
250			5.1	8.2	Deliverable 8.2 Project Close-out	30 days	Fri 6/2/17	Thu 7/13/17	
251					Schedule phase gate review meeting	30 days	Fri 6/2/17	Thu 7/13/17	
252					Participate in phase gate review meeting	30 days	Fri 6/2/17	Thu 7/13/17	
253									
254					Phase IV: Monitor and Control	365 days	Fri 7/1/16	Thu 11/23/17	
255					Monitor Progress	365 days	Fri 7/1/16	Thu 11/23/17	
256					Conduct Project Meetings	365 days	Fri 7/1/16	Thu 11/23/17	
257					Conduct Steering Committee Meetings	365 days	Fri 7/1/16	Thu 11/23/17	
258					Manage Scope Schedule Budget	365 days	Fri 7/1/16	Thu 11/23/17	
259					Manage Issues, Risks, Actions, Decisions	365 days	Fri 7/1/16	Thu 11/23/17	
260					Manage Resources	365 days	Fri 7/1/16	Thu 11/23/17	
261									
262					Phase V: Closing Phase	45 days	Mon 10/30/17	Fri 12/29/17	
263					Schedule any necessary transition meetings	45 days	Mon 10/30/17	Fri 12/29/17	
264					Transition to Client Services	45 days	Mon 10/30/17	Fri 12/29/17	
265					Transition to Account Manager	45 days	Mon 10/30/17	Fri 12/29/17	
266						1 day?	Mon 10/30/17	Mon 10/30/17	



Exhibit A.2 (Licensed Software Requirements)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT A.2

LICENSED SOFTWARE REQUIREMENTS

The following documents submitted by Contractor in response to County’s RFP are attached to this Exhibit A.2 (Licensed Software Requirements) and are hereby incorporated by reference:

1. Appendix H (Functional Requirements) and Appendix I (Technical Requirements) of Appendix U (Detailed RFP Requirements Response Form)
2. Appendix H-1 (Functional Requirements Attachment)
3. Appendix I – Technical Requirements
4. Appendix I-1 (Technical Requirements Attachment)
5. Appendix H-2 (ED Functional Requirements)

4. Appendix H – Functional Requirements

1.0 M CCS Functional Requirements

This document contains the functional requirements for the M CCS. DHS is looking to evaluate specific information from Proposers in the marketplace to select a product that best fits its business and technical needs and requirements.

Proposers shall provide written responses to all questions in this document in Section 2.1 (Appendix H (Functional Requirements)) of Appendix U (Detailed RFP Requirements Proposal Response Form).

1.1 Best Practices

Based on previous experience with similar engagements, the Proposer must describe how it has leveraged best practices for M CCS implementations in Section 2.1.1 (Best Practices) of Appendix U (Detailed RFP Requirements Response Form). The Proposer should ensure that its response to each functional component is consistent with the related M CCS functional requirements in Appendix H-1 (Functional Requirements Attachment) of this document.

The Proposer must provide an overall summary description of how its proposed M CCS meets the needs of DHS for Managed Care Services. In doing so, the following information must be provided:

	Requirement
1.	<p>In reference to the M CCS elements in this RFP, describe how you have leveraged the best business practices built into the M CCS for other similarly situated clients.</p> <p>a. What are the typical challenges to implementing these business practices?</p> <ol style="list-style-type: none"> 1. Lack of current state process methodology is not unique – many organizations of all sizes lack documentation of their current processes, or any documentation has not been regularly maintained and is now out of date. 2. Process redesign is an ongoing effort and the challenge is that the process redesign is never fully complete and the documentation will require updates as improvements are identified. 3. Functional configuration is challenging for system admins when they are not familiar with the EZ-Suite. It’s difficult to make configuration decisions when you are not fully versed in system functionality and capabilities. 4. Project management tools can present a challenge with a Client may not have access to the same versions of software or access to SharePoint sites where documentation is stored. 5. Challenges with scaling the project management methodology include the additional communication and coordination required to manage a large team and many stakeholders.

	<p>b. What are proven, effective mitigation strategies or steps to address the typical challenges faced by similarly situated clients?</p> <ol style="list-style-type: none"> 1. A high level discussion or shadowing of the current processes should provide the Implementation Team sufficient knowledge and understanding for the current business processes. 2. Identifying a clear owner for future state process documentation should help mitigate the documentation being out of date. The owner would be responsible for updates to the documentation as Implementation is underway and through Go Live. The County may also want to identify an owner for any updates or changes made to the processes post-Go Live so that the documents remain up to date. 3. Training will be provided to super users of the system before configuration activities will begin. Once the team is working on functional design and configuration, the Implementation Team will support them by answering questions, providing refreshers on topics from the Trainings, etc. 4. Any differences in software can be overcome by saving files to the correct file format or exporting them to PDF. The Project Managers for both teams can work together to overcome any challenges related to software and documentation. 5. The challenges of larger teams need to be acknowledged and addressed during the Initiation phase of the project – for example, ensuring all key stakeholders are identified and included on the appropriate communications. <p>c. Can the process you have used in the past to address the typical challenges be improved, and if so, how would you improve the process?</p> <ol style="list-style-type: none"> 1. The process of gathering current state process flows improves with every implementation as the person responsible for gathering the information learns from every Client he/she works with. No two health plans operate the same, so there's the opportunity to improve exists the more one learns about various business operations and needs. 2. Similar to the process improvement that would be following for gathering high level current state processes, the same could apply to future state processes. The documentation and templates can be updated and improved with every implementation as various Clients may bring up ideas and suggestions that may apply to other Clients. 3. Training delivery and materials are also in a constant cycle of improvement. Content is refined, "how to" documents are developed and updated, and new trainings are being developed. 4. Software challenges with regards to project management tools can usually be overcome via saving files in the appropriate version or exporting documents to PDF. Also, Project Managers for both sides working together can resolve any challenges with sharing documents between teams if joint SharePoint access isn't available. 5. Communications and coordination also can be improved upon throughout the life of a project. A Communications Plan, Status Reports, Executive Steering Committee meetings are all tools for disseminating information to large audiences. If messaging isn't reaching all key stakeholders, the project leadership can work together to fill in the gaps and develop tools and processes for closing those gaps.
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<p>2.</p>	<p>In reference to the MCCS elements in scope of this RFP, describe any additional best business practices not built into the MCCS that you have successfully implemented at other engagements.</p> <p>a. What are the typical challenges to implementing these new business practices?</p> <p>Change management methodologies are currently utilized by the implementation team, but are not inherently built into the EZ-CAP software. This methodology has been used successfully with other Clients – PCRs are used when additional scope is identified, to add Training classes, etc. With clear documentation and sign off required, the goal is transparency. Challenges with change management usually stem from unclear language in the original contract document or as a result of undocumented conversations during the sales and contracting process.</p> <p>b. What are proven, effective mitigation strategies or steps to address the typical challenges faced by similarly situated clients?</p> <p>We ask that Sales prepare and complete a Sales to Implementation transition call before the project officially kicks off so that any questions can be answered regarding the contract. If there are points in the contract that are unclear, the Implementation Team will work with the Sales Teams to clarify the language and determine whether or not a PCR is necessary.</p> <p>c. Can the process you have used in the past to address the typical challenges be improved, and if so, how would you improve the process?</p> <p>Reducing the number of PCRs required is a process that is mitigated during discovery and contracting. The contracts are constantly refined to be more specific with regards to what is in scope and what is out of scope. If everyone has a clear understanding early on in the project, it should reduce the number of PCRs required.</p>
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1.2 General Requirements

The Proposer must provide an overall summary description of how its proposed MCCS meets the needs of DHS in Section 2.1.2 (General Requirements) of Appendix U (Detailed RFP Requirements Response Form). The Proposer should ensure that its response to each functional component is consistent with the related MCCS functional requirements in Appendix H-1 (Functional Requirements Attachment). The following information must be provided:

	Requirement
<p>1.</p>	<p>Describe the overall enterprise integration methodology of the proposed MCCS. Specifically, please address the following questions:</p> <p>a. How are the modules integrated?</p> <p>EZ-CAP provides a benefit management platform, capable of streamlining all information and processes into one comprehensive and effective system. By optimizing productivity and managing daily operations, EZ-CAP delivers extensive value as the industry’s leading platform. EZ-CAP allows your organization to focus less on technology and more on what matters, your members.</p> <p>EZ-CAP is a widely used, HIPAA compliant managed care solution for Independent Physician Associations (IPAs), Managed Service Organizations (MSOs), Physician-</p>

	<p>Hospital Organizations (PHOs), Health Plans, and other managed care businesses. With a powerful SQL database backend and browser-based user interface, EZ-CAP software system is designed to help you manage the requirements of capitated programs. EZ-CAP collects and stores provider profiles, health plan benefit data, membership profiles, primary care encounters, specialist treatment authorizations, physician billings, hospital billings, risk sharing arrangements, procedure codes and diagnosis codes. You can even process billings for your PPO programs. EZ-CAP also calculates member months by health plan benefit option, primary care physician, member condition, member age and sex. The application then uses the statistics to calculate capitation payments and per member per month expenses. With EZ-CAP, you do not need any other management information system for your HMO programs. EZCAP allows you to take control of the complex processes involved with benefit plans, provider contracts, and member populations.</p> <p>EZ-CAP’s robust platform provides you with value and savings while ensuring your operations achieve optimal levels. For over 26 years, EZ-CAP has evolved with the changes in healthcare to become the most flexible, modular, and sophisticated platform available.</p>
	<p>b. What are the mechanisms to ensure the system is compliant with HIPAA and other federal and State regulations in a multi-site, multi-disciplinary environment?</p> <p>The EZ-CAP software is fully HIPAA compliant and meets all pertinent state and federal government regulations and requirements. The application has role and user based security levels which can be configured down to the field level.</p>
<p>2.</p>	<p>Describe the system’s security and access control.</p> <p>The Users & Security module allows you to set up and modify EZ-CAP user name & IDs, passwords and access rules. Besides the security provided by the network operating system, EZ-CAP maintains its own controls over who has access to each module when you assign EZ-CAP user names and passwords. For each user name assigned, you can configure the following:</p> <ul style="list-style-type: none"> ▪ Grant or revoke access to each module used in EZ-CAP ▪ Establish user ID account activity, password expiration and reset disabled user ID account settings ▪ Apply Field Level Security ▪ Allow Adjudication Dollar Limits for Claims and Authorizations <p>For example, you can allow a user to add and change claims and to view, but not change, eligibility records; you can revoke a user's view access to capitation rate or fee schedule information.</p> <p>EZ-CAP allows you to add up to 9999 users; however the number of users that can run EZ-CAP modules at the same time is limited to the terms of your license agreement. You can see the number of licensed users by selecting “View Licensed Modules” from the “Help” menu in any EZ-CAP program.</p>

3.	<p>Describe the systems tracking and audit capabilities.</p> <p>EZ-CAP also allows for tracking activity in the system. You can configure settings to determine what activity will trigger an audit trail, and all of this information can be reported on. A large number of metrics can be captured including user identity, date, time, transaction information, and patient-level detail information.</p>
4.	<p>Describe the system capability to comply with HIPAA privacy and security requirements.</p> <p>The EZ-CAP software is fully HIPAA compliant and meets all pertinent state and federal government regulations and requirements. The application has role and user based security levels which can be configured down to the field level.</p>

1.3 MCCS Module Requirements

The Proposer must provide an overall summary description of how the modules of its proposed MCCS meets the needs of DHS related to Managed Care in Section 2.1.3 (MCCS Module Requirements) of Appendix U (Detailed RFP Requirements Response Form). The Proposer should ensure that its response to each functional component is consistent with the related MCCS functional requirements in Appendix H-1 (Functional Requirements Attachment) of this document. The following information must be provided:

	Requirement
1.	<p>For all of the following modules, describe how the proposed MCCS provides the following Managed Care functionality:</p> <p>a. Claims (i.e., Encounters, Claims, and Adjudication, Coordination of Benefits)</p> <p><u>Claims and Encounters</u></p> <p>The Claims & Encounters module is used to process professional and hospital claims. Claims are automatically adjudicated using information from the Eligibility, Healthplans, Provider Contracts and Authorization modules. The auto-adjudicated values may be manually overridden as necessary and/or manual adjustments may be made. Claims may be entered manually using the Claims module or electronically inloaded using the EZ-EDI Claims module.</p> <p>b. Correspondence Processing (e.g., Provider and Member Communications, Notice of Action Letters, Remittance Advice, Explanation of Benefits (EOBs), Explanation of Payments (EOPs))</p> <p><u>Document Management</u></p> <p>The Document Management module allows the user to manage documents and images that are stored for company use. A user can create folders, move, E-Mail, and Print files, as well as view the file history for each document or image. There are two parts to this module, Folder Management and File Management.</p> <p>c. Member Services (i.e., Verification of Eligibility and Benefits)</p> <p>Users can quickly access and verify member eligibility using the Eligibility module. Information such as health plan, provider, address, coinsurance, benefit type and status, and many others are all stored in this module.</p>

<p>d. Provider Administration (i.e., Capitation, Contracting, and Contract Reporting, Benefits Management and Shared Risk Modeling)</p> <p><u>Capitation</u></p> <p>The Capitation module is extremely powerful and provides a great deal of flexibility in letting you decide how to pay capitation by allowing a number of choices of methods and rates.</p> <p>e. Reporting (i.e., Dashboards, Standard and Ad-Hoc Reports)</p> <p>The EZ-CAP system contains over 100 standard reports and users have the ability to run ad-hoc reports on any field(s) that exist in the application using Crystal Reports</p> <p>f. Referral Authorization</p> <p><u>Authorizations</u></p> <p>The Authorization file contains records for each request and authorization for services. To access this file, select Authorizations located just below the Authorizations module in the Main Menu.</p> <p>Authorization records are displayed in a window divided into four tabs. Each tab contains fields for entering authorization, member, provider, diagnosis information, and user defined fields. The next few sections illustrates each tab and provides instructions for editing this information</p> <p>g. Call Tracking</p> <p><u>Customer Service</u></p> <p>The Customer Service module is designed to help manage contacts between the managed care organization and its customers. These customers may be members or potential members, providers and provider office staff, healthplan staff or other customers. The Customer Service module can be used to keep track of each contact, providing a place to categorize the reason for the contact, and to record the details of the contact and its resolution.</p> <p>h. Premium Billing</p> <p>Premium billing currently exists in the product roadmap</p> <p>i. Correspondence Communications for Utilization Management and Referrals</p> <p>UM and referrals can be tracked using the EZ-CAP software. With the EZ-CARE system, case managers can actively manage UM and referrals through actionable workflow and communication tools</p> <p>j. Member Portal</p> <p>EZ-CAP currently does not have a member portal</p> <p>k. Provider Portal</p> <p><u>EZ-NET Provider Portal</u></p> <p>The EZ-NET internet portal facilitates timely, cost-effective sharing of clinical and administrative information between a healthcare organization, network providers, and health plans. By communication and performing administrative tasks via EZ-NET, informational flow is expedited, and data accuracy is enhanced. Important information is made accessible via the internet without compromising security.</p>

I. Medical Management (i.e., Utilization Management, Case Management, Disease Management)

Case Management

The Case Management module can be used to track long term, chronic, or high cost medical cases. The information entered here can be used to generate detailed reports for measuring utilization and quality of care, and for making cost effective decisions regarding treatments and services. Below is information on other EZ-CAP Modules

Configuration

The Configurations Module contains five (5) separate “sub-modules” that are used to configure EZ-CAP. The Global Configuration section allows the user to set configurations that will be applied “globally” to all virtual environments and to the general program. Virtual Environment Configuration allows the user set up and configure EZ-CAP single or multiple “companies” and databases to run within their own virtual environment(s). Virtual Environment Status enables the user to activate or de-activate a Virtual Environment. The Company Configuration screens allow the user to specify options at the company level. Last, but not least, the Track Login Attempts allows the user to keep track of users’ successful and unsuccessful login attempts into the EZ-CAP system.

Financial Information

The Financial Information module allows your Finance Department to keep their journals updated. An Account Number is associated with each provider and also used in Disbursements. It can also be used to drive Auto Adjudication, Payment Processing and Workflow. These must be set up before Provider records can be defined. Enter all of the account numbers that can be assigned to any transactions in this file. Account Numbers can be used to sort all transactions by general ledger account number, produce a report summarized by account numbers, or post entries to your general ledger using the report.

General Codes and Types

This module is designed and intended for the EZ-CAP system administrator.

Only users who have “Codes and Types Administrator” checked on their user ID record can add/edit or delete codes. Users that do not have this box checked are not going to be able to add/ edit delete records at all. The Codes and Types listed in this module are applicable to multiple modules, such as, Language Codes which are applicable to both Member and Provider. By having a single location for these codes, the values associated with Language Codes only need to be loaded one time. All Codes and Types include an Effective and Termination Date. This enables the user to indicate when the code became effective and when the code is terminated

Health Plans

The Healthplans module is used to maintain information about contracted healthplans and the benefit plans they offer. If you are setting up your EZ-CAP files, you should set up healthplans after you have entered all Providers and Vendors into the system and set up Fee Schedules.

Payment

The Processing Claims & Checks module contains two main components, one for claims payment and one for disbursements. This module enables you to monitor claims payment and disbursement checks, and provides operations for processing and generating these checks.

Providers

You must create provider records as part of the initial EZ-CAP set up. This can be done using EZ-CAP's Providers module.

Services

After you have set up Provider files and Vendor files, you must determine how you will pay providers. This can be done using EZ-CAP's Services module.

Utilities

The Utilities Module allows the user to convert Provider, Member, and Vendor IDs. In addition, a user will be able to perform Vendor ID Conversion, combine Member IDs, perform Global Eligibility Transactions, and change a member or provider's MPI number. To access these go to the Utilities module within the Main Menu and then select the appropriate utility for the function you wish to perform. This will open the selected screen and a toolbar at the top of the screen.

Workflow

The Workflow module is used when an EZ-CAP Authorization, Professional Claim, or Hospital Claim record(s) need to be assigned to a work queue for further review by an individual EZ-CAP user. This module includes robust features that will enable users to replicate their current manual and report processes, all within the EZ-CAP application.

Workflows are set up, configured, organized, and assignments are tracked in EZCAP through the module. It is crucial that all this be done in a specific order to ensure a successful workflow.

EZ-EDI

National HIPAA data standards for electronic transactions have increased the number of variations within healthcare data formats, creating administrative burdens as organizations are forced to convert and adapt to new data standards. In this complex environment, EZ-EDI is designed to reduce the time and efforts it takes to implement and maintain a HIPAA compliant EDI solution.

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Proposer Instructions

This Appendix of the RFP contains detailed functional requirements for the Managed Care Core System desired by the County. Proposers must respond to all the requirements using one of the codes provided below. The Proposer shall indicate how the requirement will be met by checking one of the following: Out of the Box (O), Supplied by Third Party (3), Customized (C), Developed (D), Future (F), or Not provided (N).

Response Code	Definition
O	Out of the Box
	The requirement will be met through available functionality and through changes to setting of tables, switches, and rules without modification to the source code.
3	Supplied by 3rd Party
	The requirement will be met by third-party software package and is included in this proposal.
C	Customized
	The requirement will be met through changes to the existing reports or programs. This would include custom code developed to perform specific functions or validations outside the standard code and the creation of a new report, query or workflow that does not exist within the current application.
D	Developed
	The requirement will be met by developing new functionality and software code.
F	Future
	The requirement will be met by packaged software that is currently under development, in Beta test, or not yet released.
N	Not Provided
	The functionality identified in the requirement will not be provided. <i>Note: In the "Notes" column, next to response, indicate the name of the proposed third-party software package and indicate the interface/integration services being proposed.</i>

Note:

1. An omitted response will be assumed to be the same as a response code of "N".
2. Only one (1) response per requirement will be accepted.
3. Any deviation from the response codes will be re-coded at the County's discretion.
4. In the "Notes" column next to response, indicate the date when requirement will be available for implementation. If possible, also indicate any additional costs in Appendix Q-1 (Pricing Response Form).

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
1	General	General	Is a the proposed Managed Care Core System (MCCS) fully integrated at the data level?	O	
2	General	General	Does the proposed MCCS provide comprehensive security management and use of the MCCS based on user roles and security levels, with the ability to define varying levels of security and provide for the capability to restrict access to a specific user, group of users, screen type, menu functions, etc.)?	O	
3	General	General	Does the proposed MCCS provide the ability to capture date and time the record was entered into the proposed MCCS or edited?	O	Yes, when audit trail is activated all field changes including date and time are captured
4	General	Correspondence Communications	Does the proposed MCCS have the ability to allows users to create, modify, and maintain standard form letters from each system module/sub-system?	O	Client can create their own letters using reporting tool. All data fields are available and shared with the Client via data dictionary and schema
5	General	Correspondence Communications	Does the proposed MCCS supports the ability to import or generate letters in multiple languages with the appropriate fonts, characters, etc.?	O	Client can create their own lettered using reporting tool. All data fields are available and shared with the Client via data dictionary and schema
6	General	Correspondence Communications	Does the proposed MCCS have the ability to import standard form letters from external systems (e.g., Cerner's electronic medical records systems, CACTUS)?	O	Can be stored using the Document Management Module in EZ-CAP
7	Claims	Claims	Does the proposed MCCS provide online claims entry and batching?	O	
8	Claims	Claims	Does the proposed MCCS have the ability to support single screen entry of claims information?	O	Yes, for manual data entry using the
9	Claims	Claims	Does the proposed MCCS have the ability to capture rendering and referring provider and the member's PCP in the claim record?	O	
10	Claims	Claims	Does the proposed MCCS provide automated numbering of claims?	O	
11	Claims	Claims	Does the proposed MCCS have the ability to capture or calculate the following data for each claim entered - Unique Claim ID?	O	
12	Claims	Claims	Does the proposed MCCS provide automatic and manual matching of claims against referrals/authorizations and eligibility?	O	
13	Claims	Claims	Does the proposed MCCS provide warning to claim examiners during claim processing of potential Coordination of Benefits and subrogation opportunities based on member insurance information?	O	
14	Claims	Claims	Does the proposed MCCS allow limits and restrictions on claim examiner security to automatically suspend claims based on specified dollar amount limit, diagnoses, procedures/services, and non compliance with authorization criteria?	O	
15	Claims	Claims	Does the proposed MCCS allow automatic tracking of total deductible and out of pocket expenses and benefit categorization?	O	Yes, as per the set up in the benefit module based upon the member's benefit plan

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
16	Claims	Claims	Does the proposed MCCS have the ability to deny claims depending entirely or in part on specified authorization criteria?	O	
17	Claims	Claims	Does the proposed MCCS provide automatic calculation for the amount allowed, amount not covered, applicable deductible or co-payment amount, and risk/discount amount for each service?	O	Yes, as per the set up in the benefit module based upon the member's benefit plan
18	Claims	Claims	Does the proposed MCCS allow editing of incorrect and erroneous claim information?	O	
19	Claims	Claims	Does the proposed MCCS have the ability to approve, suspend or deny at the service line level?	O	
20	Claims	Claims	Does the proposed MCCS have the ability to perform duplicate service checking with flexible user definable verification criteria?	O	
21	Claims	Claims	Does the proposed MCCS have the ability to detect duplicate claims based on user defined criteria such as date of service, member ID, procedure code?	O	
22	Claims	Claims	Does the proposed MCCS provide both online and batch claims adjudication capabilities?	O	
23	Claims	Claims	Does the proposed MCCS have the ability to automatically detect and provide warnings/flags for claims with the following - exploded services (e.g., blood panels)?	3	Yes, if utilizing the ClaimShop CCI edit functionality
24	Claims	Claims	Does the proposed MCCS allow pre-pricing or re-pricing of claims?	3	The ClaimShop tool is a 3rd party solution that is fully integrated with EZ-CAP and is used to re-price and edit claims
25	Claims	Claims	Does the proposed MCCS provide real time addition of members and out of area provider set-up during claims entry?	O	Yes, members and providers can be added real-time during claims entry into the system
26	Claims	Claims	Does the proposed MCCS have the ability to calculate stop loss amounts per case/per member/per year?	N	
27	Claims	Claims	Does the proposed MCCS have the ability to print multiple reason codes on EOB and keep in claim history for subsequent reference?	O	
28	Claims	Claims	Does the proposed MCCS allow claim history search and sort functionality (e.g., sort by date of service, provider specialty, and claim received date)?	O	
29	Claims	Claims	Does the proposed MCCS provide adjudication based on lines of business (e.g., Health Maintenance Organizations (HMO), Preferred Provider Organizations (PPO), and Medi-Cal, Medicare)?	O	Yes, all lines of business can be setup and adjudicated
30	Claims	Claims	Does the proposed MCCS have the ability to print and sort EOBs by provider or member?	O	
31	Claims	Claims	Does the proposed MCCS provide full integration with authorization module to decrement counters and amounts authorized as claims are posted against the authorizations?	O	
32	Claims	Claims	Does the proposed MCCS have the ability to determine financial allocation of claims payments at the line item level by General Ledger (G/L) code?	N	
33	Claims	Claims	Does the proposed MCCS have the ability to support multiple claims per check for multiple members per provider?	O	
34	Claims	Claims	Does the proposed MCCS provide Electronic Data Interchange (EDI) and clearinghouse connectivity?	O	

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
35	Claims	Claims	Does the proposed MCCS have the ability to recognize unbundling of services and re-bundle prior to calculating payment?	3	Yes, Using the ClaimShop 3rd party solution that is fully integrated with EZ-CAP
36	Claims	Claims	Does the proposed MCCS provide varying level of security for user overrides based on defined payment rules and/or payment determination?	O	
37	Claims	Claims	Does the proposed MCCS provide functionality to void and reprocess paid claims?	O	
38	Claims	Claims	Does the proposed MCCS have the ability to transfer void claim information to a new claim for reprocessing?	O	
39	Claims	Claims	Does the proposed MCCS have the ability to process and correct unusual circumstances such as over payments, under payments, and manual override of referral denial?	O	
40	Claims	Claims	Does the proposed MCCS allow user-defined automatic adjudication of claims against established benefit and pricing rules?	O	
41	Claims	Claims	Does the proposed MCCS have the ability to retroactively adjudicate paid claims?	O	
42	Claims	Claims	Does the proposed MCCS have the ability to access other system modules including Authorization, Providers and Membership from any Claims screen without having to input previously entered data?	O	
43	Claims	Claims	Does the proposed MCCS have the ability for interface with EDI vendor's provider web portal (this will be necessary if LAC DHS uses a separate EDI vendor)?	O	Yes, Using the EZ-Partner software, EZ-CAP can interface with outside software.
44	Claims	Claims	Does the proposed MCCS provide industry standard claim fields which includes but not limited to the following - Received Date/Notification Date?	O	EZ-CAP also has a number of User-Defined Fields
45	Claims	Claims	Does the proposed MCCS provide interest payment functionality on late paid claims?	O	
46	Claims	Claims	Does the proposed MCCS have the ability to capture professional and institutional claims manually and electronically?	O	
47	Claims	Claims	Does the proposed MCCS provide claims status indicator (Paid, Denied, Pending, Released for Payment, etc.)?	O	
48	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following - Current Procedural Terminology (CPT)?	O	
49	Claims	Claims	Does the proposed MCCS have the ability to run claims edits against the most comprehensive database rules and specific reference to State and Federal coding guidelines with real time rejection explanation and documentation including - National Correct Coding Initiative (NCCI)?	3	Yes, Using the ClaimShop 3rd party solution that is fully integrated with EZ-CAP
50	Claims	Claims	Does the proposed MCCS provide automatic flag/warning for user-defined conditions, including - Letter of Agreements (LOA)?	O	

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
51	Claims	Claims	Does the proposed MCCS have the ability to process, adjudicate, and track claims according to specialty (e.g., Ancillary Services, Durable Medical Equipment (DME), Skilled Nursing Facility (SNF), Transportation, Anesthesia Pricing (i.e., timed pricing procedures)).	O	Yes, rules can be created to adjudicate, auto-adjudicate or workflow claims based upon specialty
52	Claims	Claims	Does the proposed MCCS provide functionality to link claims by member and admission specific inpatient related services?	O	Yes, hospital claims can be linked by member or any standard UB04/837I admission related services
53	Claims	Claims	Does the proposed MCCS provide functionality to categorize regular claims, member grievance, and provider appeals?	O	
54	Claims	Claims	Does the proposed MCCS provide functionality to tag provider appeals according to the Department of Managed Care (DMHC)/Industry Collaboration Effort (ICE) approved timeliness reporting criteria (e.g., uphold vs. overturn, in favor or payer vs. in favor of provider, institutional vs. professional, etc.)?	O	The Customer Service module can track online claims appeals and can be setup to accommodate DMHC guidelines for tracking and reporting
55	Claims	Claims	Does the proposed MCCS provide functionality to link related appeal claims to original claim in order to calculate appropriate interest based on original claim notification date?	O	Yes, the appeal and any related adjustments can be linked back to the original claim
56	Claims	Claims	Does the proposed MCCS provide functionality to generate provider appeal notification and resolution letter?	N	
57	Claims	Claims	Does the proposed MCCS provide functionality for automatic and appropriate payment of interest and penalties on late paid claims?	O	
58	Claims	Claims	Does the proposed MCCS have the ability to process custom encounter forms?	O	
59	Claims	Claims	Does the proposed MCCS provide functionality to add/modify/suspend denial reason codes, comment codes, and/or adjustment codes based on user defined effective and term dates?	O	
60	Claims	Claims	Does the proposed MCCS provide functionality to add free text to claim notes/comments on individual claims?	O	
61	Claims	Claims	Does the proposed MCCS provide functionality to process, track, reconcile, record, and report refund payments and/or overpayment and ability to withhold/deduct amounts from future claims?	O	
62	Claims	Claims	Does the proposed MCCS have the ability to capture third-party payment information and use this information in claim adjudication calculations?	O	Third party payment can be captured in the claims detail and the claim adjudicated accordingly

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
63	Claims	Claims	Does the proposed MCCS provide functionality to record and generate refund request correspondence that enumerates overpaid claim information?	O	Client can create their own letters using reporting tool. All data fields are available and shared with the Client via data dictionary and schema
64	Claims	Claims	Does the proposed MCCS provide refund request field for free text notes?	O	
65	Claims	Claims	Does the proposed MCCS provide functionality to pay claim to member or provider (e.g., member paid for prescription and needs to be reimbursed)?	O	Claims can be paid to the Provider, Member, or Subscriber as applicable
66	Claims	Claims	Does the proposed MCCS provide functionality to identify in-area vs. out-of-area claims?	O	
67	Claims	Claims	Does the proposed MCCS provide functionality for system generated provider and member correspondence, including - Denial Letters?	O	Client can create their own letters using reporting tool. All data fields are available and shared with the Client via data dictionary and schema
68	Claims	Claims	Does the proposed MCCS provide functionality to track and record provider calls/inquiries on claim status?	O	
69	Claims	Claims	Does the proposed MCCS have the ability to sort claims history online for a member?	O	
70	Claims	Claims	Does the proposed MCCS allow online inquiry of claims by any field (e.g., member name, diagnosis, provider, invoice number)?	O	
71	Claims	Claims	Does the proposed MCCS have the ability to store multiple coordinated benefits for members?	O	
72	Claims	Claims	Does the proposed MCCS allow multiple COB coverage for a single member and allows you to designate one as the primary coverage for use in claims payment?	N	Not a current functionality
73	Claims	Claims	Does the proposed MCCS have the ability to mask confidential diagnosis and procedure codes?	O	
74	Claims	Claims	Does the proposed MCCS have the ability to process payment as secondary payer?	O	Yes
75	Claims	Claims	Does the proposed MCCS have the ability to identify when COB applies to a member or dependent?	N	Not an automated process currently
76	Claims	Claims	Does the proposed MCCS allow identification of members and dependents COB information?	O	
77	Claims	Claims	Does the proposed MCCS have the ability to calculate and accumulate COB based on diagnosis?	N	No
78	Claims	Claims	Does the proposed MCCS have the ability to track annual co-pays by family and by individual?	O	
79	Claims	Claims	Does the proposed MCCS provide automatic differentiation between claims and encounters?	O	
80	Claims	Claims	Does the proposed MCCS have the ability to interface to third party software licensed by LAC-DHS, such as 3M DRG grouper?	O	Yes, Using EZ-Partner
81	Claims	Claims	Does the proposed MCCS have the ability to calculate co-payment and deductible amounts, verify membership eligibility, validates diagnosis, procedure payment and location of service codes?	O	

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
82	Claims	Claims	Does the proposed MCCS support claim screens that appear as institutional and professional claim form templates?	O	
83	Claims	Claims	Does the proposed MCCS have the ability to capture or calculate the following data for each claim entered - Associated Authorization?	O	
84	Claims	Claims	Does the proposed MCCS have the ability to capture or calculate the following data for each claim entered - Unique Member ID?	O	
85	Claims	Claims	Does the proposed MCCS have the ability to capture or calculate the following data for each claim entered - Billing Provider Tax ID?	O	
86	Claims	Claims	Does the proposed MCCS have the ability to capture or calculate the following data for each claim entered - Dates of Service?	O	
87	Claims	Claims	Does the proposed MCCS have the ability to capture or calculate the following data for each claim entered - Specific Procedure and Diagnosis Codes?	O	
88	Claims	Claims	Does the proposed MCCS have the ability to capture or calculate the following data for each claim entered - Amount Billed Co-payment/Co-insurance/Deductible?	O	
89	Claims	Claims	Does the proposed MCCS have the ability to capture or calculate the following data for each claim entered - Amount Allowed?	O	
90	Claims	Claims	Does the proposed MCCS have the ability to automatically detect and provide warnings/flags for claims with the following - same specialty services provided on the same date of service (e.g., concurrent care)?	O	
91	Claims	Claims	Does the proposed MCCS have the ability to automatically detect and provide warnings/flags for claims with the following - restricted assistant surgical services (user selected procedure codes)?	O	
92	Claims	Claims	Does the proposed MCCS have the ability to automatically detect and provide warnings/flags for claims with the following - others as defined by user?	O	
93	Claims	Claims	Does the proposed MCCS provide industry standard claim fields which includes but not limited to the following - Acknowledgement Date?	O	
94	Claims	Claims	Does the proposed MCCS provide industry standard claim fields which includes but not limited to the following - Claim Denial Date?	O	
95	Claims	Claims	Does the proposed MCCS provide industry standard claim fields which includes but not limited to the following - Medical Records Request Date?	O	
96	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following -Health Care Common Procedure Coding System (HCPCS)?	O	
97	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following -National Drug Code (NDC)?	O	
98	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following -International Classification of Diseases (ICD) 9th and 10th Revision?	O	
99	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following - Resource Based Relative Value Scale (RBRVS)?	O	

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
100	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following - MS Diagnosis Related Group Codes (MS-DRG)?	O	
101	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following - All Patient Refined-Diagnosis Related Grouping (APR-DRG)?	O	
102	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following - Ambulatory Payment Classification (APC)?	O	
103	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following - Ambulatory Surgical Center (ASC)?	O	
104	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following - Revenue Codes?	O	
105	Claims	Claims	Does the proposed MCCS provide, maintain, and adhere to historical and current system coding, including but not limited to the following - Dental Codes?	O	
106	Claims	Claims	Does the proposed MCCS have the ability to run claims edits against the most comprehensive database rules and specific reference to State and Federal coding guidelines with real time rejection explanation and documentation including - Centers for Medicare and Medicaid Services (CMS)?	3	Yes, Using the ClaimShop 3rd party solution that is fully integrated with EZ-CAP
107	Claims	Claims	Does the proposed MCCS have the ability to run claims edits against the most comprehensive database rules and specific reference to State and Federal coding guidelines with real time rejection explanation and documentation including - American Medical Association (AMA) ?	3	Yes, Using the ClaimShop 3rd party solution that is fully integrated with EZ-CAP
108	Claims	Claims	Does the proposed MCCS have the ability to run claims edits against the most comprehensive database rules and specific reference to State and Federal coding guidelines with real time rejection explanation and documentation including - Other specialty societies?	3	Yes, Using the ClaimShop 3rd party solution that is fully integrated with EZ-CAP
109	Claims	Claims	Does the proposed MCCS provide automatic flag/warning for user-defined conditions, including - Other Health Care Coverage (OHC) ?	O	
110	Claims	Claims	Does the proposed MCCS provide automatic flag/warning for user-defined conditions, including - Coordination of Benefits (COB)?	O	
111	Claims	Claims	Does the proposed MCCS provide automatic flag/warning for user-defined conditions, including - Dual Coverage?	O	
112	Claims	Claims	Does the proposed MCCS provide automatic flag/warning for user-defined conditions, including - Medicare Crossover?	O	
113	Claims	Claims	Does the proposed MCCS provide automatic flag/warning for user-defined conditions, including - Third Party Liability (TPL)?	O	
114	Claims	Claims	Does the proposed MCCS provide automatic flag/warning for user-defined conditions, including - California Children's Services (CCS) Coverage?	O	

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
115	Claims	Correspondence Communications	Does the proposed MCCS provide functionality for system generated provider and member correspondence, including - Explanation of Benefits (print & re-print)?	O	Client can create their own letters using the reporting tool. All data fields are available and shared with the Client via data dictionary and schema
116	Claims	Correspondence Communications	Does the proposed MCCS provide functionality for system generated provider and member correspondence, including - Provider Specific Pending Claims?	O	Client can create their own letters using the reporting tool. All data fields are available and shared with the Client via data dictionary and schema
117	Claims	Correspondence Communications	Does the proposed MCCS provide functionality for system generated provider and member correspondence, including - Overpayment/Request for Refund Letters?	O	Client can create their own letters using the reporting tool. All data fields are available and shared with the Client via data dictionary and schema
118	Medical Management	Benefits	Does the proposed MCCS maintain information regarding referral & authorization rules of each health plan or product line?	O	
119	Medical Management	Benefits	Does the proposed MCCS automatically approve/deny referrals based on health plan information/referral rules?	O	
120	Medical Management	Provider/Contract	Does the proposed MCCS maintain information regarding physicians and other organizations that can be referred to for each health plan (health plan panels)?	O	
121	Medical Management	Provider/Contract	Does the proposed MCCS maintain contact information for authorizations for each health plan?	O	
122	Medical Management	Referral Authorization	Does the proposed MCCS have an integrated referral authorization module?	O	
123	Medical Management	Referral Authorization	Does the proposed MCCS have integrated correspondence communications for referrals module?	O	Client can create their own letters using the reporting tool. All data fields are available and shared with the Client via data dictionary and schema
124	Medical Management	Referral Authorization	Does the proposed MCCS provide for on-line entry/update of authorizations?	O	
125	Medical Management	Referral Authorization	Does the proposed MCCS allow providers to enter referral/authorization requests?	O	Yes, using the EZ-NET Provider Portal
126	Medical Management	Referral Authorization	Does the proposed MCCS enable users to put authorizations on hold?	O	

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
127	Medical Management	Referral Authorization	Does the proposed M CCS provide the ability to maintain comprehensive managed care plan information regarding authorization requirements? (This applies to both payer and delegated provider entities)	O	
128	Medical Management	Referral Authorization	Does the proposed M CCS allow the user to search for a referred-to provider based on user-specified criteria?	O	Yes, as long as the criteria is utilized in the Provider Record
129	Medical Management	Referral Authorization	Does the proposed M CCS have the ability to generate reports on referrals by member and provider group?	O	
130	Medical Management	Referral Authorization	Does the proposed M CCS provide flexible inquiry and reporting capability for outstanding and processed referrals?	O	
131	Medical Management	Referral Authorization	Does the proposed M CCS maintain a complete history for each referral record?	O	
132	Medical Management	Referral Authorization	Does the proposed M CCS generate correspondence associated with referrals?	O	Client can create their own letters using the reporting tool. All data fields are available and shared with the Client via data dictionary and schema
133	Medical Management	Referral Authorization	Does the proposed M CCS provide flexible security to control user access to referrals?	O	
134	Medical Management	Utilization Management	Does the proposed M CCS have an integrated utilization, case management module?	O	EZ-CAP has a case management module, but we also offer a complete case management solution caled EZ-CARE that is fully integrated with EZ-CAP
135	Medical Management	Utilization Management	Is the authorization module integrated at the data level of the proposed M CCS?	O	
136	Medical Management	Utilization Management	Does the proposed M CCS have integrated correspondence communications for utilization management module?	O	Client can create their own letters using the reporting tool. All data fields are available and shared with the Client via data dictionary and schema
137	Medical Management	Utilization Management	Does the proposed M CCS limit authorizations based on inpatient days, type of service, and diagnosis?	O	
138	Medical Management	Utilization Management	Does the proposed M CCS track utilization data including inpatient days and physician visits on an ongoing basis for each pre-authorization?	O	Using EZ-CARE
139	Medical Management	Utilization Management	Does the proposed M CCS provide comparative information on actual utilization versus authorized amount?	O	

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
140	Medical Management	Utilization Management	Does the proposed MCCS support integration with criteria review products (e.g., McKesson's InterQual)?	O	Using EZ-CARE
141	Medical Management	Utilization Management	Does the proposed MCCS have the ability to compute the projected cost of referred services?	O	Using EZ-CARE
142	Medical Management	Utilization Management	Does the proposed MCCS allow linkage of multiple authorizations for a given member for case management reporting?	O	
143	Medical Management	Utilization Management	Does the proposed MCCS maintain clinical protocols to determine specific procedures for the authorization, given a diagnosis or condition?	O	Using EZ-CARE
144	Member Portal	Member Portal	Does the proposed MCCS have a web-based member portal module?	N	
145	Member Services	Benefits	Does the proposed MCCS have the ability to account for dual Medicare/Medi-Cal benefits?	O	
146	Member Services	Benefits	Does the proposed MCCS allow riders to be established?	N	
147	Member Services	Benefits	Does the proposed MCCS allow accumulators for out of pocket costs by subscriber or individual member?	O	
148	Member Services	Benefits	Does the proposed MCCS have the ability to provide accumulators for total benefit incurred per episode (e.g., mental health)?	O	
149	Member Services	Benefits	Does the proposed MCCS have the ability to integrate benefit accumulation for inpatient and out patient treatment?	O	
150	Member Services	Benefits	Does the proposed MCCS have the ability to produce explanation of benefits (EOB) optionally for each encounter?	O	
151	Member Services	Benefits	Does the proposed MCCS have the ability to provide comprehensive benefit inquiry functions?	O	Yes, Member Benefit screen includes all utilization, OOP, Deductibles, Copays and Coinsurance specific to the member
152	Member Services	Benefits	Does the proposed MCCS have the ability to roll up claim payments into service classes and service classes into benefits?	O	Yes, as per design claims payment apply to the services in the benefit rules
153	Member Services	Benefits	Does the proposed MCCS have the ability to recognize certain benefits as billable to outside entities based on diagnosis?	O	
154	Member Services	Benefits	Does the proposed MCCS have the ability to support different contracts and effective dates for different product lines within a managed care organization?	O	
155	Member Services	Benefits	Does the proposed MCCS allow different benefits for subscriber and family members?	O	
156	Member Services	Benefits	Does the proposed MCCS have the ability to track benefits at member level?	O	
157	Member Services	Benefits	Does the proposed MCCS have the ability to track maximum combined family deductibles (e.g., maximum dollar amounts)?	O	
158	Member Services	Benefits	Does the proposed MCCS have the ability to track benefits for members who dis-enroll and re-enroll or who are placed on a hold status?	O	

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
159	Member Services	Benefits	Does the proposed MCCS have the ability to provide benefit accumulators for calendar year, enrollment year, lifetime?	O	
160	Member Services	Benefits	Does the proposed MCCS allow benefit coverage to be limited by services, visit, admission, inpatient days, or dollar amounts?	O	
161	Member Services	Benefits	Does the proposed MCCS have the ability to automatically perform global benefit changes?	O	
162	Member Services	Benefits	Does the proposed MCCS have the ability to accommodate multiple benefit packages/tiers by product line?	O	
163	Member Services	Call Management	Does the proposed MCCS include workflow tools support multi-tier workflows, e.g., where one user documents initial call information and another user follows up?	O	Using EZ-CARE
164	Member Services	Call Management	Does the proposed MCCS's call management application allow tracking messages per member or per provider?	O	Using EZ-CARE
165	Member Services	Call Management	Does the proposed MCCS's call management application use a customizable home screen?	O	
166	Member Services	Call Management	Does the proposed MCCS's call management application allow members' primary care providers to be changed from the application?	O	
167	Member Services	Call Management	Does the proposed MCCS include a messaging capability that can be used to help manage workflow tasks?	O	Using EZ-CARE
168	Member Services	Call Management	Does the proposed MCCS have a call tracking module?	O	Using EZ-CARE
169	Member Services	Correspondence Communications	Does the proposed MCCS have the ability to automate routine correspondence activities associated with daily occurrences within the managed care organization?	N	
170	Member Services	Customer Services	Does the proposed MCCS have an integrated customer service module (including membership, provider/contract, referral authorizations, claims, benefits)?	O	
171	Member Services	Member Services	Does the proposed MCCS have the ability to update addresses and/or phone numbers for all or selected family members in a single action?	O	
172	Member Services	Customer Services	Does the proposed MCCS have the ability to provide access to benefit, membership, provider/contract, claim and referral authorization and referral information from the customer service module?	O	
173	Member Services	Customer Services	Does the proposed MCCS have the ability to attach and view documents to the member record (e.g., plan change letters, various correspondences, etc.)?	O	
174	Member Services	Customer Services	Does the proposed MCCS have the ability for automatic letter generation (and mailing labels on demand)?	O	Client can create their own letters using the reporting tool. All data fields are available and shared with the Client via data dictionary and schema
175	Member Services	Customer Services	Does the proposed MCCS include workflow tools that support the user-defined scheduled/timed reminders?	O	Using EZ-CARE
176	Member Services	Customer Services	Does the proposed MCCS have the ability to flag a member record with a preferred mailing location?	O	
177	Member Services	Customer Services	Does the proposed MCCS have the ability to limit user access for sensitive information at a field level?	O	
178	Member Services	Customer Services	Does the proposed MCCS include workflow tools that allow users to have multiple call records open at once?	O	Using EZ-CARE

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
179	Member Services	Customer Services	Does the proposed MCCS have the ability to process PCP, PPG, and Medical Home transfers for both individual and multiple members?	O	
180	Member Services	Customer Services	Does the proposed MCCS provides user-defined templates and ability to insert data/text from the proposed MCCS data?	O	
181	Member Services	Customer Services	Does the proposed MCCS have the ability to extract member or provider information from system databases for inclusion in letters?	O	
182	Member Services	Customer Services	Does the proposed MCCS have the ability to print batch letters or on demand letters?	O	Client can create their own letters using the reporting tool. All data fields are available and shared with the Client via data dictionary and schema
183	Member Services	Customer Services	Does the proposed MCCS have the ability to interface with County's current standard for MS Office?	O	
184	Member Services	Customer Services	Does the proposed MCCS have the ability to provide a tickler for automated letter generation?	N	Client can create their own letters using the reporting tool. All data fields are available and shared with the Client via data dictionary and schema
185	Member Services	Customer Services	Does the proposed MCCS have the ability to collect email address of members/participants and able to send mass email messages to targeted members?	N	Emails can be stored in EZ-CAP but the software cannot send email messages
186	Member Services	Customer Services	Does the proposed MCCS have the ability to interface with RightFax?	O	Using EZ-Partner
187	Member Services	Customer Services	Does the proposed MCCS have the ability to document inbound and outbound calls?	O	Can be captured in Notes
188	Member Services	Customer Services	Does the proposed MCCS have the ability to track calls, letters, complaints and other correspondence?	O	Can be captured in Notes
189	Member Services	Customer Services	Does the proposed MCCS have the capability to alert customer service staff members of issues that are in need of resolution?	N	
190	Member Services	Customer Services	Does the proposed MCCS offer multiple methods for finding a member record?	O	
191	Member Services	Customer Services	Does the proposed MCCS have the ability to interface with current IVR system and Web Portal to create member calls?	O	Using EZ-Partner, depending on what fields need to be interfaced
192	Member Services	Customer Services	Does the proposed MCCS have the ability to flag certain open call cases as "high" priority?	O	
193	Member Services	Member/Eligibility	Does the proposed MCCS provide the ability to maintain alternate insurance information at the member level including primary, secondary, tertiary carriers and a history of prior carriers?	O	
194	Member Services	Member/Eligibility	Does the proposed MCCS have the ability to trigger and automatically produce privacy notification for new members and annually for all members?	O	Yes by member or batch
195	Member Services	Member/Eligibility	Does the proposed MCCS support the ability to vary "required fields" based on product line/health plan?	O	
196	Member Services	Member/Eligibility	Does the proposed MCCS have the ability to allow users to enter free text information on enrollment records?	O	
197	Member Services	Member/Eligibility	Does the proposed MCCS allow electronic upload of eligibility data?	O	

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198	Member Services	Member/Eligibility	Does the proposed MCCS allow member updates via Electronic Data Interchange (EDI)?	O	
199	Member Services	Member/Eligibility	Does the proposed MCCS allow online verification of membership eligibility and benefits information?	O	
200	Member Services	Member/Eligibility	Does the proposed MCCS have a user-friendly GUI to verify member eligibility with minimal navigation?	O	
201	Member Services	Member/Eligibility	Does the proposed MCCS provide comprehensive benefit inquiry functions?	O	
202	Member Services	Member/Eligibility	Does the proposed MCCS have the ability to categorize members as temporary or pending for the purpose of claims acceptance, authorizations or treatment?	O	Yes, members can be put on provisional status which will pend claims and authorizations
203	Member Services	Member/Eligibility	Does the proposed MCCS allow automatically limiting number of enrollees by provider contract?	N	No
204	Member Services	Member/Eligibility	Does the proposed MCCS allow automatically limiting enrollees by age/gender per provider contract and specialty?	N	No
205	Member Services	Member/Eligibility	Does the proposed MCCS allow limiting number of members assigned to each PCP (based on a provider's participation across all medical groups/IPAs/health plans of which a provider is a member)?	O	
206	Member Services	Member/Eligibility	Does the proposed MCCS allow required fields to vary dependent on product line and health plan/medical group?	O	
207	Member Services	Member/Eligibility	Does the proposed MCCS have the ability to upload attachments in various file format (e.g., pdf, txt, xlsx) and viewable per user's security level?	O	
208	Member Services	Member/Eligibility	Does the proposed MCCS allow retroactive and future enrollment and disenrollment?	O	Yes
209	Member Services	Member/Eligibility	Does the proposed MCCS allow user defined enrollment/disenrollment reason codes and medical transfer codes?	O	
210	Member Services	Member/Eligibility	Does the proposed MCCS have the ability to associate individuals as family members independent of member ID?	O	
211	Member Services	Member/Eligibility	Does the proposed MCCS allow default information associated with the subscriber/family to be automatically associated with individual member(s) of the subscriber/family account?	O	Yes, defined information will be automatically applied associated to additional family members
212	Member Services	Member/Eligibility	Does the proposed MCCS allow multiple addresses per member?	N	
213	Member Services	Member/Eligibility	Does the proposed MCCS allow for identification of ethnicity and languages spoken and written?	O	
214	Member Services	Member/Eligibility	Does the proposed MCCS allow multiple health plans per member with effective and termination dates for health plans?	O	
215	Member Services	Member/Eligibility	Does the proposed MCCS allow multiple PCP designations per member?	N	
216	Member Services	Member/Eligibility	Does the proposed MCCS support automated and manual active PCP assignment at the member level for new enrollees based on user defined criteria?	O	Allows manual assignment
217	Member Services	Member/Eligibility	Does the proposed MCCS allow tracking individual PCP assignments by date?	O	
218	Member Services	Member/Eligibility	Does the proposed MCCS have the ability to change PCPs on request?	O	
219	Member Services	Member/Eligibility	Does the proposed MCCS have the ability to store HIC numbers?	O	
220	Member Services	Member/Eligibility	Does the proposed MCCS have the ability to store member demographics and codified data elements?	O	
221	Member Services	Member/Eligibility	Does the proposed MCCS have the ability to store historical member data?	O	

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
222	Member Services	Member/Eligibility	Does the proposed MCCS allow identification of duplicate members?	O	
223	Member Services	Member/Eligibility	Does the proposed MCCS allow merging a member 's records and related information to a new member ID?	O	Yes
224	Member Services	Provider/Contract	Does the proposed MCCS provide the ability to maintain a transaction history of all members to monitor and query enrollment dates per member by health plan or product line?	O	
225	Premium Billing	Premium Billing	Does the proposed MCCS have an integrated premium billing module?	N	[REDACTED]
226	Premium Billing	Premium Billing	Does the proposed MCCS include general ledger functionality for premium billing transactions?	N	[REDACTED]

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Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
227	Provider Administration	Capitation	What system features are provided to support capitation and FFS arrangements?	O	<p>The Capitation module is extremely powerful and provides a great deal of flexibility in letting you decide how to pay capitation by allowing a number of choices of methods and rates.</p> <p>Using the Capitation module, you can:</p> <ul style="list-style-type: none"> • Calculate capitation payments for primary care providers (PCP). • Calculate capitation payments for specialty providers. • Pay PCP Capitation six different ways based on provider, vendor, healthplan, healthplan/option, healthplan/provider, or healthplan/option/provider. • Pay Specialty Capitation five different ways based on specialty pool, healthplan, healthplan/option, healthplan/pool, or healthplan/option/pool. • Generate nine different reports that summarize claim, authorization, and capitation financial amounts on a per member per month (PMPM) basis. Each report includes quantity of service, billed charges, contract value, and net payments.
228	Provider Administration	Capitation	Does the proposed MCCS provide the ability to track multiple capitation rates within multiple populations and issue one check based on multiple rate determinants?	O	
229	Provider Administration	Capitation	Does the proposed MCCS allow or provide for capitation receipt and reconciliation, including acceptance of electronic capitation file import, to aid in the comparison of the actual vs. expected payments at the	O	
230	Provider Administration	Capitation	Does the proposed MCCS support the ability to build and run capitation models using what if scenarios (e.g., to evaluate impact of prospective rate adjustments)?	O	

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FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
231	Provider Administration	Capitation	Does the proposed M CCS provide online entry/update of capitation information in real time?	O	
232	Provider Administration	Capitation	Does the proposed M CCS provide the ability to run pre capitation edits and reports to detect missing and erroneous data (e.g., member thresholds, terminated providers, expired contracts)?	O	
233	Provider Administration	Capitation	Does the proposed M CCS provide the ability to calculate fee for service equivalency to a capitated arrangement?	O	
234	Provider Administration	Capitation	Does the proposed M CCS generate IRS 1099-MISC forms for providers (one 1099 per taxable entity)?	O	
235	Provider Administration	Capitation	Does the proposed M CCS include general ledger functionality for capitation receipt? For capitation payment?	O	Checks can be cut directly from the EZ-CAP system
236	Provider Administration	Capitation	Does the proposed M CCS enable online search and retrieval of capitation information by provider and member fields?	O	
237	Provider Administration	Capitation	Does the proposed M CCS support generating capitation payments for providers by month, year, or other user-defined time intervals?	O	
238	Provider Administration	Capitation	Does the proposed M CCS allow capitation calculations base on age, gender, and geographic location?	O	
239	Provider Administration	Capitation	Does the proposed M CCS support allocations to provider risk pools and allow deductions from risk pools to be set to member threshold levels?	N	
240	Provider Administration	Capitation	Does the proposed M CCS allow capitation rates to be stored in a date sensitive manner?	O	
241	Provider Administration	Capitation	Does the proposed M CCS provide the ability to set capitation rates by multiple business level structures?	N	
242	Provider Administration	Capitation	Does the proposed M CCS allow providers to be capitated under one business/product arrangement while also being paid on a fee for service basis for another business/product arrangement?	O	
243	Provider Administration	Capitation	Does the proposed M CCS have the ability to support multiple risk models varying from partial capitation to full risk capitation?	O	
244	Provider Administration	Capitation	Does the proposed M CCS allow distribution of capitation to specific risk pools (e.g., PCP, specialty, hospital, ancillary)?	O	
245	Provider Administration	Capitation	Does the proposed M CCS support generating provider remittance advice and explanation of benefits for capitated services (encounters) and payable services?	O	
246	Provider Administration	Capitation	Does the proposed M CCS support maintaining year to date paid and withhold amounts by provider?	O	

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
247	Provider Administration	Capitation	Does the proposed MCCS allow automatic calculation of retroactive member additions, terminations or changes?	N	
248	Provider Administration	Capitation	Does the proposed MCCS allow users to adjust capitation payments, including ability to make retroactive adjustments?	O	
249	Provider Administration	Capitation	Does the proposed MCCS allow user-defined retroactivity processing period (e.g., 3 months, 6 months, 12 months)?	O	Yes
250	Provider Administration	Capitation	Does the proposed MCCS support separation of primary care and specialty care capitation information?	O	
251	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to integrate workflow from other systems (e.g., LAC-DHS EHR ("ORCHID"), Quadramed PA, Credentialing/empanelment system (CACTUS)?	O	Using EZ-Partner
252	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to set up individual providers, hospitals, other healthcare providers and respective fee schedules or contracts, and associate effective dates and provider status (e.g., active, inactive, and codified fields (e.g., CHDP, CCS, Medi-Cal/Medicare Provider))?	O	
253	Provider Administration	Provider/Contract	Does the proposed MCCS support the ability to reactivate inactive providers?	O	
254	Provider Administration	Provider/Contract	Does the proposed MCCS support the ability to add providers with contractual exceptions to support claims adjudication?	O	
255	Provider Administration	Provider/Contract	Does the proposed MCCS support the ability to add user-defined fields for provider demographic information such as business hours, clinic hours, email addresses, languages spoken by providers.	O	
256	Provider Administration	Provider/Contract	Does the proposed MCCS support the establishment of hierarchical provider relationships (corporate to Health System to IPA/MSO to Medical Group, Provider, etc.), with unique addresses and contact information for each entity?	O	
257	Provider Administration	Provider/Contract	Does the proposed MCCS support the ability to select an address for each type of outgoing communication?	O	
258	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to support a structured and guided function for building contracts with copy, paste, edit features?	O	
259	Provider Administration	Provider/Contract	Does the proposed MCCS allow multiple per diem rates within a claim based on specific revenue code/criteria (e.g., intensive care unit (ICU) per diem, room and board, implantable materials, high cost drugs)?	O	
260	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to distinguish provider type from capitated vs. non-capitated, in-area vs. out-of-area, or contracted vs. non-contracted?	O	
261	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to upload fee schedule information (e.g., Medicare, Medi-Cal, APR-DRG, DRG, ASC, APC)?	3	Yes, Using the ClaimShop 3rd party solution that is fully integrated with EZ-CAP.
262	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to term or activate specific fee schedules and provide system track changes (e.g., date changed, time changed, and users)?	O	

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
263	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to activate or term specific fee schedules based on current date, date of service, or other defined criteria?	O	
264	Provider Administration	Provider/Contract	Does the proposed MCCS allow fee schedules to be linked to specific health plan, line of business, or contract type?	O	
265	Provider Administration	Provider/Contract	Does the proposed MCCS allow for copying of fee schedules?	O	
266	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to assign fee schedules by provider?	O	
267	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to define provider contracts by place of service, type of service, type of bill, as well as carve out for specific procedure and diagnosis code values that are priced differently?	O	
268	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to associate effective and termination dates with provider contracts for claims adjudication?	O	
269	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to designate multiple specialties for a given provider using one provider number?	O	
270	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to provide a contract renewal tickler?	O	Utilizing reporting and report scheduler
271	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to track pending and terminating contracts?	O	
272	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to identify contractor/facilities by zip codes, location, or user-defined criteria?	O	
273	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to generate standard contractor reports by facility, zip code, or other user-defined criteria?	O	
274	Provider Administration	Provider/Contract	Does the proposed MCCS allow providers to bill under a single number from multiple locations?	O	
275	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to associate covering physician with each provider--and link mid-level practitioners to a supervising physician (maximum of 4 mid-level practitioners per supervising physician)?	N	No
276	Provider Administration	Provider/Contract	Does the proposed MCCS allow multiple lines of business arrangements for a provider (e.g., capitation under one arrangement and fee for service under another)?	O	
277	Provider Administration	Provider/Contract	Does the proposed MCCS allow multiple payment schedules for a provider?	O	
278	Provider Administration	Provider/Contract	Does the proposed MCCS allow online entry/inquiry of contract information, including historical provider data?	O	Yes
279	Provider Administration	Provider/Contract	Does the proposed MCCS allow multiple, concurrent contracts for a given provider based on product type, group type, and/or medical group?	O	

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
280	Provider Administration	Provider/Contract	Does the proposed MCCS have the ability to categorize providers according to specialty, contract type, line of business, or other affiliations?	O	
281	Provider Administration	Provider/Contract	Does the proposed MCCS support the ability to generate provider directories specialty, contract type, line of business, or other affiliations?	O	
282	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Capitation/Sub-capitation PCP, facility, and specialist capitation?	O	
283	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Fee schedules, including Maximum Allowable Cost (MAC) of pharmaceutical drugs?	N	Not a Pharmacy Benefit system
284	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Capitated with fees?	O	
285	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Fee for service (pay charge as billed)?	O	
286	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Percent discount of charge?	O	
287	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Percent discount of fees?	O	
288	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Per diem inpatient?	O	
289	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Per diem discount?	O	
290	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Tiered per diems?	O	Yes
291	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Flat rate?	O	
292	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - American Society of Anesthesiologists Fee Schedule?	O	
293	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Relative Value Scale Fee Schedule with conversion factor?	O	
294	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Resource Based Relative Value Scale with conversion factor?	O	
295	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Medicare fee schedule?	O	
296	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Percent off Medicare fee schedule?	O	
297	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - MS-DRG fee Schedule?	O	

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
298	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Percent off MS-DRG fee Schedule?	O	
299	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Medi-Cal fee schedule?	O	
300	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Percent of Medi-Cal fee schedule?	O	
301	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - APR-DRG fee Schedule?	O	
302	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Percent of APR-DRG fee schedule?	O	
303	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Lesser of charge or fee schedule?	O	
304	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Rate greater than charge?	O	Yes
305	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Mileage base ambulance pricing?	O	Yes
306	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Case rates based on diagnosis and procedure?	O	
307	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Case rates with per diems for outliers?	O	
308	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Stop Loss?	N	
309	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Withholds?	O	
310	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Penalty Interest Calculations based on Centers for Medicare and Medicaid Services requirements?	O	
311	Provider Administration	Provider/Contract	Does the proposed MCCS support the following types of payment/contract types, including - Prompt pay discount?	O	Yes, by utilizing filters in payment processing cycle
312	Provider Portal	Provider Portal	Does the proposed MCCS have a web-based provider portal module?	O	The EZ-NET Software solution is a provider portal and is fully integrated with EZ-CAP
313	Reporting	Reporting - Provider/Contract	Does the proposed MCCS allow automatic generation of standard provider/contract reports?	O	
314	Reporting	Reporting - Provider/Contract	Does the proposed MCCS have the ability to generate PCP/Specialist statistics provider report by product line?	O	
315	Reporting	Capitation	Does the proposed MCCS allow generation of standard capitation-related reports?	O	
316	Reporting	Claims	Does the proposed MCCS have the ability to generate claims standard reports?	O	

**APPENDIX H-1
FUNCTIONAL REQUIREMENTS ATTACHMENT**

Requirement #	Module/Category	Sub-Category	Requirement (System Capability/Function)	Response Code (O, 3, C, D, F, N)	Notes
317	Reporting	Claims	Does the proposed M CCS have the ability to generate productivity statistics of claims processors by assigned group and individual?	O	
318	Reporting	Claims	Does the proposed M CCS have the ability to generate ad hoc reports and summary reports?	O	
319	Reporting	General	Does the proposed M CCS provide ability to capture user's information, both internal and external, who created and/or edited the record?	O	
320	Reporting	General	Does the proposed M CCS Include enterprise-wide reporting tools? Provide standard reports?	O	
321	Reporting	General	Does the proposed M CCS have the ability to generate standard managed care administrative, operations and medical management reports?	O	
322	Reporting	General	Does the proposed M CCS provide dashboard reporting?	O	
323	Reporting	Member	Does the proposed M CCS have the ability to generate member reports on outstanding concerns or issues that need resolution?	O	
324	Reporting	Member	Does the proposed M CCS have the ability to generate enrollment and statistical reports based on health plan, product line, providers, age, and sex?	O	
325	Reporting	Member	Does the proposed M CCS have the ability to generate standard member eligibility-related reports?	O	

5. Appendix I – Technical Requirements

1.0 Technical Requirements

This section defines Proposer information required regarding the technical specifications and capabilities of the proposed Managed Care Core System (MCCS). County requires Proposers to adhere to County-identified standards unless otherwise agreed to by County. The Proposer should ensure that its response to each technical component is consistent with the related MCCS technical requirements in Appendix I-1 (Technical Requirements Attachment).

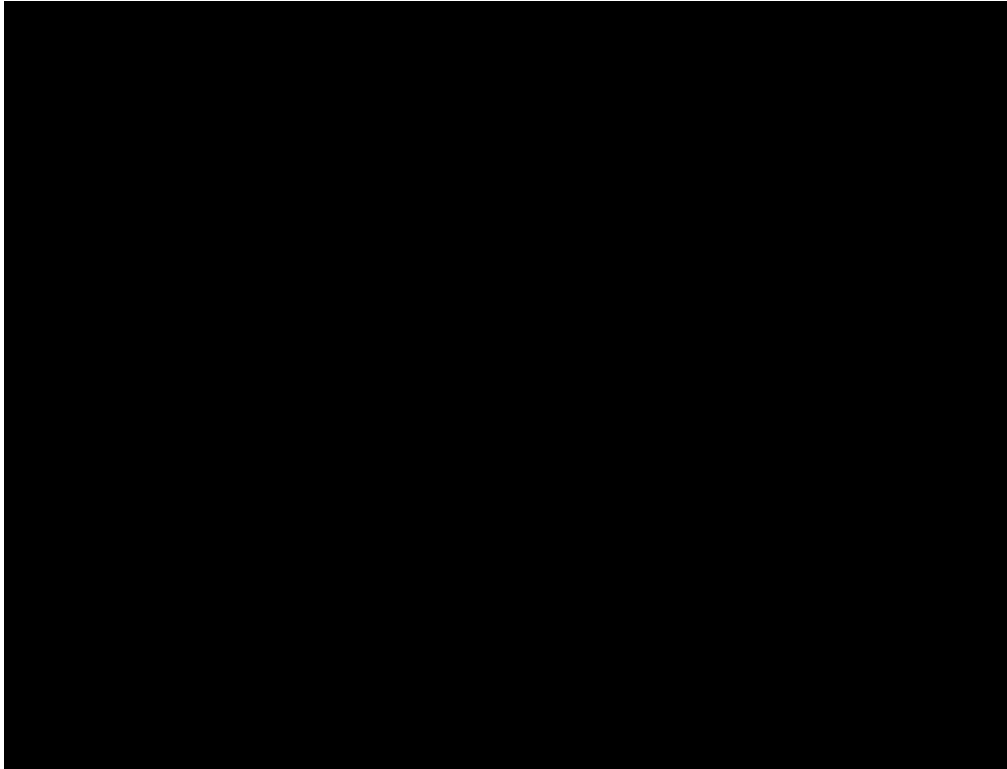
1.1 Database Architecture

The Proposer must present the architecture for the proposed MCCS. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included as Attachment I (Architecture) to provide DHS a visual, as well as, narrative, representation of the future operating environment. The following information must be provided in Section 2.3.1 (Database Architecture) of Appendix U (Detailed RFP Requirements Response Form):

- a) Describe the infrastructure configuration that is required for the proposed MCCS (e.g., server needs, processing capacity, storage capacity, workstation minimum configuration required, thin client/fat client, type of mobile and handheld devices the solution supports, bandwidth requirements).

The EZ-CAP solution is cloud based and will be hosted offsite. We have the ability to scale as necessary.

- b) Describe the database platform requirements, and hardware and operating system platform that will be included in the MCCS (e.g. Oracle, Cache, SQL).



c) What is the recommended storage management hierarchy?

The solution includes a production, training, test, and development environment. All configuration and/or software changes occur first in the development environment by the technical teams. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment.

d) Describe the scalability of the solution:

i. How will the system maintain performance levels with the addition of additional users, concurrent users, additional locations/sites, and additional data?

As users are added to the system, additional Remote Desktop Services servers will be added as necessary to maintain performance. Performance of application sessions are closely monitored. In addition, SQL performance is closely monitored as per Microsoft best practices.

ii. What would be the impact on performance if there were an increase to the environment by 10% through growth or acquisition? By 20%?

a. Increase in number of administrative staff accessing the system?

As users are added to the system, additional Remote Desktop Services servers will be added as necessary to maintain performance. Performance of application sessions are closely monitored. In addition, SQL performance is closely monitored as per Microsoft best practices.

b. Increase in the number of sites?

Since the solution is Cloud Based, the number of sites will not impact performance. However, the number of users will drive additional storage and compute resources.

iii. What are – if any – the thresholds for increased capacity related to hardware and licensing?

We will add terminal servers as necessary to increase performance. Hosting fees are partially based on number of concurrent users so as that number increases, as will the license fee.

iv. How would the Proposer modify the infrastructure in the event that environment was downsized?

Resources such as remote desktop servers would be turned off if no longer needed.

e) Describe the system operations and performance:

i. Describe the network infrastructure that will be utilized in the MCCS. Describe how the Proposer shall identify the respective network components required during development, implementation, and follow-on maintenance and operations of the project.

The solution is Cloud Based so only a VPN Tunnel or internet access plus a multifactor authentication solution is required.

ii. How does the MCCS support “high availability” and resiliency?

At the database layer, an active/passive Microsoft 2012 R2 SQL Cluster is provided. For the application delivery layer, the application is delivered via a Microsoft Remote Desktop Services cluster. All other components are made highly available by leveraging the VMWare virtualization stack.

iii. What are the components utilized to ensure “high availability” (e.g., planned maintenance, tracking of response time, audit features, redundancy, and fail over)?

The EZ-CAP Cloud leverages the VMWare virtualization stack to provide high availability. All components, down to the network layer, are redundant and have no physical single points of failure within the infrastructure design. As for planned maintenance, operating systems are patched on a monthly basis during the maintenance window.

iv. What is your planned or typical maintenance schedule including any regularly required planned down time?

Our reserved maintenance window is 10PM – 2AM daily. Given the solution deploys Microsoft SQL and Remote Desktop Services clustering, it is expected that planned downtime every month for maintenance will be minimal. As software patches and upgrades are applied, downtime may be required. All planned downtime activities will be scheduled with and approved by Client.

v. How does the MCCS allow the tracking of system uptime and transaction response times to demonstrate the operation within the acceptable levels of service?

We track uptime of the infrastructure but are not yet prepared to track transaction response time.

vi. What performance audit features does the system provide (e.g. scheduled reporting and online dashboard)?

We audit uptime of the infrastructure but are not yet prepared to audit performance features.

vii. How does MCCS support real-time data and processing redundancy and fail-over on independent devices simultaneously?

In terms of data, a Microsoft SQL Cluster is deployed which is attached to an Enterprise SAN which is also clustered. Should a failover occur at any part of the infrastructure, the failovers can occur independently of each other or concurrently as per the design. The design has been tested as-built in the environment.

viii. How does the MCCS allow for the rollback of any system or database in 15 minute increments up to 24 hours any day, any month, any year within 30 years?

This functionality will increase management costs.

ix. How does the MCCS support multiple environments? (i.e., development, testing, training, etc.)

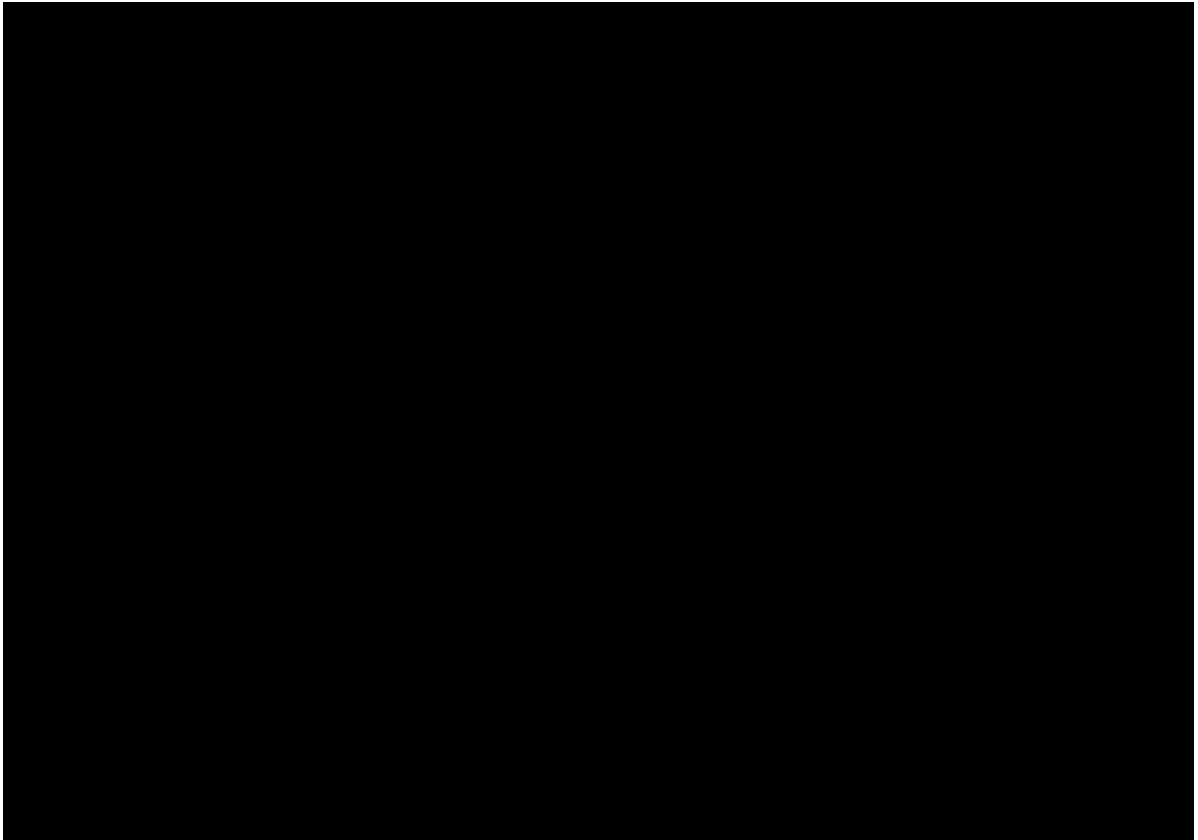
The solution includes a production, training, test, and development environment. All configuration and/or software changes occur first in the development environment by the technical teams. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they

are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment.

1.2 Application Architecture

The Proposer must present the architecture for the proposed MCCA. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included as Attachment I (Architecture) to provide DHS a visual, as well as narrative, representation of the future operating environment. The following information must be provided in Section 2.3.2 (Application Architecture) of Appendix U (Detailed RFP Requirements Response Form):

- a) **Describe the application architecture (e.g., operating system, hardware platform, database configuration, workflow process) that will be utilized in the MCCA.**



- b) **Describe the software components that are included in the MCCA requirements, including software development tools, language, and technology, software version(s), relational Database Management System (DBMS), COTS software product(s) (as applicable), middleware, other software modules, standard and ad hoc reporting software, and planned number of installations**

EZ-CAP Products, Microsoft Windows Server 2012 R2 and SQL Server 2012 and Crystal Reports 11.

c) Describe System Customization & User Integration:**i. How does the user access MCCS provided standard and customizable, on-line documentation and training materials?**

Online help is available in the EZ-CAP application

ii. Describe the approach for changing business rules (e.g., adding new roles, encounter types and codes, change routing of workflow, changes to regulatory requirements,

EZ-CAP is highly configurable and can be done by the client admin. EZ-CAP support is also able to provide assistance with changing the environment configuration. Changes to regulations that require modifications to the software itself are done at no charge to the client.

iii. Are the screens re-configurable to provide the ability to reposition and rename field labels, remove or hide unused fields, and allow the addition of custom defined fields and the addition of mandatory fields?

EZ-CAP screens are configurable to an extent and a number of user defined fields exist and can be customized by the user.

d) Does the system provide the ability for remote access via a site-to-site secure VPN tunnel for authorized individuals?

Yes

1.3 Information Management

The Proposer must provide a proposed information management strategy for the MCCS in Section 2.3.3 (Information Management) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

a) Describe the tools and techniques to support importing and archiving data:

During the early planning of the project the pro's and con's over data conversion will be discussed. We will generally complete the following task once a decision to convert data has been reached.

1. Identify whether data cleaning is required in source database.
2. Make sure the structures of the source and destination databases in Dev/QA environments are in sync with that of production.
3. Identify the master data and the transactional data need to be uploaded.
4. Identify the various tables and fields from source that need to be mapped to the destination and prepare mapping document.
5. Identify the Key fields need to be stored from the source.
6. Identify the mandatory fields as per business needs from both source and destination systems. This is the case when one to one migration is not involved.
7. Decide the formats for some specific type of fields like Date, Phone, decimal and Currency etc. Once it is decided, the respective transformation logic needs to be applied from source to destination.

8. Decide upon using the fixed length characters or data in the source need to be carried out to target as is or not. Ex: Char to Varchar or vice versa, one date type to the other.
9. Identify the fields that could have special characters and prepare a strategy how to handle them while transferring to destination.
10. Determine the sequence in which the data to be loaded. This is very important when multiple tables are involved with relation between them as parent to child for multiple levels. In this case the data transfer for the child table at the lowest level in the hierarchy needs to be transferred first followed by the ones that are in the next upper level and so on.
11. Different strategy might be required to be adopted if the data migration is not straight forward. The strategy may include considering a staging area and running some scripts on that area before transferring data from Staging to destination.
12. In the case of very high volume of data is involved, buffer for tempdb database and storage capacity need to be looked into and take appropriate measures to handle the possible resource shortage issues.
13. Identify the additional tables that need to be created for additional master or business data from source that don't have any mapping from any of the standard available tables.
14. Some lookup tables may have to be created if required and the strategy to be followed to upload data in the lookup tables.
15. Decide on the error and /or success output report that is needed after loading of the data.
16. Identify the key performance indicators of the business for measuring the success of the migration.

i. The importing of archived data and active data from current legacy system data.

Please see above

ii. The archiving of historical and newly generated data in the new system.

All newly generated data will be backed up and then appropriately archived based on mutually agreed upon criteria

b) Describe the process and the manner that data can be extracted and securely transported to external organizations or agencies (e.g., FTP process, encryption, layer of transport, format).

Data from EZ-CAP can be exported in XML, Text, or CSV formats and delivered to county via SFTP.

i. Describe Proposer's approach to exporting County's data in an open format (e.g., XML, Text, CSV, etc.) that can be handled by County.

Data from EZ-CAP can be exported in any of the above formats and delivered to county via SFTP

c) Describe the process for maintaining integrity of an electronic document while it is being edited and signed off.

Access to secure documents is restricted based on user credentials.

1.4 System Security

The Proposer must provide a proposed security strategy for the MCCS that will be in compliance with the County's security policies and the requirements in Appendix I-1 (Technical Requirements Attachment) in Section 2.3.4 (System Security) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

- a) **Identification and description of the proposed security architecture including each proposed level of security (e.g., application, database, data transfer, network, server, NIST, etc.).**

There will be two levels of security for login to the system. The first is to the Windows RemoteApp Server, the second is to the EZ-CAP Application itself.

- b) **Proposed solution to support County's password requirements.**

[REDACTED]

- c) **Approach for managing security levels (e.g., defining and maintaining security levels, LA DHS and Program Participant role, etc.).**

User configuration is part of the standard implementation process. Once software is live, LA County will have the ability to manage the security levels of its own users.

- d) **Approach to managing restriction rights, privileges or access at the user or group level as well as allowing for a user to be assigned more than one (1) role.**

Security in the application can be set down to the field level and at the individual user. Users cannot be assigned more than one role.

- e) **Describe how the Proposer will deploy a secure and encrypted environment as required by the County's Chief Information Office (CIO) Technology Directive (TD) 14-05 and how the MCCS provides secure information delivery over the internet via encryption by using and conforming to Federal Information Processing Standard Publication (FIPS) PUB 140-2 and Advanced Encryption Standard (AES 256-bit key).**

We are providing data encryption at rest via the NetApp Encryption System (NES). NES is the most advanced encryption on the market and deployed at the storage layer via 256bit AES encryption.

- f) **Describe the system security and authentication, including:**

- i. **Level of data encryption.**

We are providing data encryption at rest via the NetApp Encryption System (NES). NES is the most advanced encryption on the market and deployed at the storage layer via 256bit AES encryption.

- ii. **Controls in place for remote access.**

Allscripts/Citra can provide remote access if desired but will require multifactor authentication. However, it is recommended only connectivity be provided from DHS's network to Citra Health. Remote access will then be granted and controlled as per DHS policies and procedures.

iii. Identity and Access Management (e.g. passwords, single sign on).**iv. Describe how Proposer systematically enforces access controls**

County preference will dictate how access controls are enforced. County will have the ability to manage User Security Levels for the Application.

g) Describe with specificity Proposer’s intrusion detection and prevention capabilities and approaches.

The EZ-CAP Cloud has deployed an advanced Intrusion Prevention System (IPS) which provides 24x7 threat detection monitored by experts in our Security Operations Center (SOC). Driven by global threat data and research, our IPS detects suspicious activity and scans the entire network to identify vulnerabilities before an intrusion occurs.

h) Describe Proposer’s procedures for installing security patches for all applications.

For operating systems, we patch monthly following Microsoft’s release of patches.

i) Describe with specificity how County’s data is separated and maintained as separate from other customers’ data.

The county’s data is kept on its own environment.

i. Is there a dedicated and segregated hosting environment/infrastructure?

The county’s data is kept on its own environment.

j) Describe with specificity how Proposer is able to identify and report on unauthorized releases of County data.

It is the Policy of MTS to provide timely notifications to affected (patients and/or) consumers about breaches of individually identifiable health information.

Model breach notification letters or emails shall be developed and prepared to be used as needed.

It is the Policy of MTS to timely provide:

Notice to patients alerting them to breaches “without unreasonable delay,” but no later than 60 days after discovery of the breach.

Notice to Covered Entities by Business Associates (“BAs”) when BAs discover a breach.

Notice to the secretary of HHS and prominent media outlets about breaches involving more than 500 patient records.

Notice to next of kin about breaches involving patients who are deceased.

Notices to include what happened, the details of the breached unsecure PHI, steps to help mitigate harm to the patient, and the CE’s response.

Annual notice to the secretary of HHS 60 days before the end of the calendar year about unsecure PHI breaches involving fewer than 500 patient records.

When a security or privacy incident occurs that may be a “breach” under HIPAA regulations, the designated HIPAA Officer or Privacy Officer will perform a risk assessment to determine whether there is significant risk of harm to the individual(s) whose PHI was inappropriately disclosed or compromised. The following questions must be accurately addressed by the risk analysis:

Did the breach or compromise involve “unsecured” protected health information?

In whose hands did the PHI land?

Can the information disclosed cause “significant risk of financial, reputational, or other harm to the individual”?

Was mitigation possible? For example, can you obtain forensic proof that a stolen laptop computer’s data were not accessed?

Business Associates of MTS are required to immediately report all breaches, losses, or compromises of individually identifiable health information – whether secured or unsecured – to the designated HIPAA Officer or Privacy Officer.

Business Associate contracts, whether existing or new, are required to have corresponding breach notification requirements included in them.

Sanctions or re-training shall be applied to all workforce members who caused or created the conditions that allowed the breach to occur, according to MTS’s Sanction Policy.

All breach-related activities and investigations shall be thoroughly and timely documented in accordance with MTS’s Documentation Policy.

k) Describe the method for continuous monitoring of the security and integrity of the MCCS.

The EZ-CAP Cloud has deployed an advanced Intrusion Prevention System (IPS) which provides 24x7 threat detection monitored by experts in our Security Operations Center (SOC). Driven by global threat data and research, our IPS detects suspicious activity and scans the entire network to identify vulnerabilities before an intrusion occurs.

1.5 Hosting

The Proposer must provide a proposed hosting strategy for the management, security and performance of the hosting data centers (primary and secondary) that are located in the U.S., required to operate the MCCS in Section 2.3.5 (Hosting) of Appendix U (Detailed RFP Requirements Response Form) in accordance with Service Levels and Performance Standards (Exhibit E) of Appendix M (Required

Agreement). The Proposer should focus on availability, performance, security, redundancy and responsiveness aspects of its strategy, which shall be at a minimum, consistent with a Tier II Redundant Site Infrastructure Capacity Components environment. The information must include at least the following:

a) Describe the hosting site Tier standard being utilized.

[REDACTED]

b) Describe the method for continuous monitoring and management to optimize support, performance, and system availability.

Allscripts provides its CloudView monitoring platform as part of the solution. This solution actively monitors all infrastructure such as CPU, memory, network connectivity, etc. Engineers review and respond to alerts 24/7. In addition, regular maintenance is performed and the infrastructure is audited by a 3rd party.

c) Describe with specificity how the Proposer defines and calculates system and support availability.

The system uptime is defined by the application being available to its end-users for production use (less DHS connectivity). Uptime is calculated quarterly as (system base time – downtime)/system base time * 100 = uptime percentage. So, if there was 60 minutes of downtime in a given quarter and 120 minutes of maintenance, the calculation would be: $(129,480 - 60) / 129,480 * 100 = 99.95\%$ system availability or uptime.

d) The system availability requirement is to achieve 99.8% (or higher) availability. Insert information on uptime validation and restored data.

Our SLA includes 99.9% uptime guarantee.

e) Based on experience with hosted Managed Care Core Systems, propose a range of severity levels and commensurate response times related to performance issues, incidents and loss of service.

Our SLA includes 99.9% uptime guarantee.

f) Describe the options available for the County to monitor uptime of the system.

We can provide direct access to our monitoring system so DHS can actively monitor the system and uptime in real time.

g) Describe administrative, technical, and physical security practices for hosted systems and data.

[REDACTED]

h) Based on experience, describe recommended schedules for regular back-up of standard file systems including:

i. Weekly full back-ups;

We will provide daily offsite backups

ii. Daily incremental back-ups; and

We will provide 15 minute incremental onsite backups

iii. Off-site storage facilities

[REDACTED]

- i) **Describe redundancy strategy and restoral procedures, including process to transfer to secondary location.**

Please see our business continuity and disaster recovery plan.

- j) **Describe architecture and infrastructure requirements for business continuity and disaster recovery in both hosting data centers (primary and secondary) that are located in the U.S.**

Please see our business continuity and disaster recovery plan.

- k) **Describe communication and escalation procedures related to incident identification and resolution.**

Please see our business continuity, disaster recovery plan, and Breach Notification Policy.

- l) **Describe the approach to applications management in areas including, but not limited to, service package management, application server management, and monitoring and reporting on application processes.**

Please see our business continuity and disaster recovery plan.

- m) **Provide information on frequency of upgrades and point releases and the process by which they are tested and rolled out with no, or minimal, disruption to the client.**

Patch releases are generally made quarterly, with general releases twice each year. Releases will be tested prior to rollout and will be moved to production during a scheduled maintenance window to ensure minimal downtime to the client

- n) **Describe the process for upgrading your MCCS software (e.g., annual upgrades, etc.).**

Patch releases are generally made quarterly, with general releases twice each year. Releases will be tested prior to rollout and will be moved to production during a scheduled maintenance window to ensure minimal downtime to the client

- o) **Describe with specificity each of Proposer's change management, upgrade and patch management policies.**

Our Release Management follows standard system development lifecycle methodologies and consists of six key components, from planning through installation. The six components are:

3.1 Planning

- Change Request
- Backlog Management
- Prioritization

3.2 Packaging

- Initial Packaging
- Package Analysis
- Package Documentation

3.3 Analysis

- Detailed Functional Analysis for Maintenance and Development
- Detailed Technical Analysis

3.4 Implementation

- Coding Changes
- Unit Testing
- String Testing
- Training and M&P

3.5 Testing

- Function Testing
- Regression Testing
- System Testing
- Installation Testing
- Setup Testing

3.6 Installation

- Promotion into Production
- Monitoring System Stability
- Post Installation Follow-up

Only after our product, QA, development teams have completed this steps are solutions packaged for client delivery.

- p) Describe with specificity Proposer’s identity management and help desk procedures for authenticating callers and resetting access controls, as well as establishing and deleting accounts (if that is part of its service).**

Support is available by phone, email, or web service. Our help desk will verify that the caller is an approved contact at the County before discussing any client specific information. Creating, modifying, and deleting users is a function that will be performed by the County’s EZ-CAP admin.

1.6 Interfaces

The Proposer must provide a proposed interface strategy for the MCCS in Section 2.3.6 (Interfaces) of Appendix U (Detailed RFP Requirements Response Form). The information must include at least the following:

- a) Describe the interface methodologies (data validation and rules, etc.) you expect to utilize as part of your project approach. In addition, address the following separately identified sub- question.**

We utilize the EZ-Partner API tool to facilitate interfaces between EZ-CAP and other systems. The process varies depending on the system to be interfaced as well as the data fields that will be brought over to out of EZ-CAP.

i. What are the typical interface methodologies utilized by your previous clients?

Our clients use a variety of interface methodologies based on the systems they are interfacing to and what data elements are to be interfaced.

b) Provide examples of other systems that the proposed MCCA has been interfaced with, and describe how the MCCA was interfaced to those other systems.

Most systems interfaced with EZ-CAP have been the homegrown ones developed by our clients, but Access Express and Ascender are two external systems that we have interfaced to.

c) Describe your approach for controlling interface files and monitoring their posting/delivery. In addition, address the following separately identified sub-questions.

Throughout the process of configuring the interface, extensive testing and QA activity will be done until the outcomes meet mutually agreed upon criteria.

i. Describe your user friendly process for identifying interfaced transactions or files that are rejected by the MCCA and for addressing those rejections, including any features or functions both within the MCCA and built into the interface architecture to facilitate exception processing.

An alert can be generated by the system for any failed transactions using the EZ-Partner software.

ii. What are the typical challenges encountered in controlling interface files and monitoring their posting/delivery?

The biggest challenge with managing interface files is the variety of systems and formats that exist. Each instance presents its own unique challenges.

iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

By extensively documenting the requirements of the project and involving all necessary resources on both the vendor and client side, many of these challenges can be mitigated or avoided altogether.

iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

We have found very few issues with our current process but have the ability to make modifications to incorporate unique client needs.

d) For specific interfaces to the County's current applications such as the DHS Electronic Health Record system, address the following questions separately:

i. Describe some specific interfaces that you have been successful in using to interface to other systems.

We utilize the EZ-Partner software to interface EZ-CAP with other systems.

- ii. **Describe your methodology approach for complex interfaces you have encountered in the past. Please include the name of the interface, the approach for design and development.**

We utilize the EZ-Partner API tool to facilitate interfaces between EZ-CAP and other systems. The process varies depending on the system to be interfaced as well as the data fields that will be brought over to out of EZ-CAP.

- iii. **What are the typical challenges encountered in implementing these interfaces?**

The biggest challenge with managing interface files is the variety of systems and formats that exist. Each instance presents its own unique challenges.

- iv. **What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?**

By extensively documenting the requirements of the project and involving all necessary resources on both the vendor and client side, many of these challenges can be mitigated or avoided altogether.

- v. **Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?**

We have found very few issues with our current process but have the ability to make modifications to incorporate unique client needs.

- e) **Describe your experience with County's preferred interface toolsets:**

We utilize the EZ-Partner software to interface EZ-CAP with other systems.

- i. **Describe any additional tools you plan to use in completing the interfaces described in Appendix L (Interfaces).**

N/A

1.7 Reporting Approach

LA DHS requires reporting and analysis capabilities for both compliance and performance reasons. The Proposer must provide responses to the following questions regarding reporting in Section 2.3.7 (Reporting Approach) of Appendix U (Detailed RFP Requirements Response Form). The development of effective reports and analysis requires robust data management capabilities and systems, as well as report development and analytical tools.

- a) **Describe the tools and approach to support Business Intelligence and Reporting requirements.**

- i. **What reporting capabilities does the solution inherently include?**

EZ-CAP has over 100 standard reports in the application.

- ii. **What capability does your proposed MCCS have for ad hoc reporting?**

Using Crystal Reports, users can generate ad hoc reports based off of any data fields in the system.

- iii. **What query language does the solution use? Is the query language proprietary?**

EZ-CAP uses SQL query language

iv. What capabilities does the solution offer in terms of exporting and extracting data?**a. How does the M CCS allow the generation of reports directly to other applications (e.g. MS Office, HTML or PDF formats)?**

EZ-CAP enables users to export data and reports directly into MS office and PDF formats

b) Describe how the proposed M CCS will provide the reports required by DHCS (California Department of Health Care Services), and other regulatory agencies.

If the required reports are not in the standard EZ-CAP reports library, custom reports can be created using Crystal Reports

c) Describe the methodologies and tools that the proposed M CCS will use to develop the custom reports.

EZ-CAP custom reports are generated using Crystal Reports

d) Describe the approach and tools to be provided to generate historical snapshots to allow monitoring ongoing performance improvements and report trends over time.

Reports can be created that show changes in trends over time. Reports can be created using any data fields in the system

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Proposer Instructions

This Appendix of the RFP contains detailed technical requirements for the Managed Care Core System desired by the County. Proposers must respond to all the requirements using one of the codes provided below.

Response Code	Definition
Yes	The requirement is met.
No	The requirement is not met.
Note:	
1. An omitted response will be assumed to be the same as a response code of "No."	
2. Only one (1) response per requirement will be accepted.	

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
1	Architecture	Platform	The proposed M CCS shall be based upon proven state-of-the-art technologies. This includes browser-based, server-side architectures, configurable, and a range of industry-standard database, operating The proposed M CCS, and programming platforms.	Yes
2	Architecture	Platform	The Web-enabled portions of the application shall meet state-of-the-art Internet standards for graphics and design and for speed, reliability, and security for dynamic content and user interaction.	Yes
3	Architecture	Platform	The proposed M CCS shall provide the ability to maintain multiple operating environments for development, test, training and production.	Yes
4	Architecture	Scalability & Flexibility	The proposed M CCS, including programs, database, and ancillary hardware and related software systems shall be able to retain its performance levels when adding additional users, functions, and data.	Yes
5	Architecture	Scalability & Flexibility	The proposed M CCS shall be scalable and adaptable to meet future growth and expansion needs.	Yes
6	Architecture	Scalability & Flexibility	The proposed M CCS functionality and associated business rules shall be configured and re-configured (through tools that do not require "code" modifications).	Yes
7	Architecture	Scalability & Flexibility	The screens shall be highly re-configurable, providing ability to reposition and rename field labels, remove or "turn-off" unused fields, maintain data, and allow addition of custom-defined fields.	Yes
8	Architecture	Scalability & Flexibility	The proposed M CCS shall provide the ability to create and/or modify edits and business rules which determine the acceptance/correctness of data.	Yes
9	Architecture	Scalability & Flexibility	The proposed M CCS shall provide the ability for on-line access by any site connected to the organization WAN.	Yes
10	Architecture	Scalability & Flexibility	The proposed M CCS shall provide the ability for remote access by authorized individuals (i.e. web based VPN access).	Yes
11	Architecture	Database Management & Architecture	The proposed M CCS shall use an open relational database management system (RDBMS) to store all organization data.	Yes
12	Architecture	Database Management & Architecture	The database system shall provide Structured Query Language (SQL) capabilities for database queries.	Yes
13	Architecture	Database Management & Architecture	The proposed M CCS shall allow the database information exchange using current commonly accepted industry formats (e.g. HL7, XML, etc.).	Yes
14	Architecture	Database Management & Architecture	The proposed M CCS shall support common database connectivity protocols such as ODBC.	Yes
15	Architecture	Database Management & Architecture	The proposed M CCS shall provide an automated test script to validate the data after modifications or upgrades. The tool will support the ability to customize the script and provide a final report to document the validation.	Yes

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
16	Architecture	Database Management & Architecture	The proposed MCCS shall provide data import functionality to receive standard format data from external parties.	Yes
17	Architecture	Database Management & Architecture	The proposed MCCS shall provide data export functionality that creates common export file format (e.g. comma delimited, tab delimited, space delimited, quotation delimited, etc.).	Yes
18	Architecture	Database Management & Architecture	The proposed MCCS shall provide the database backup and recovery tools required to support organization database recovery plan and procedures (note: if a DRP is in place).	Yes
19	Architecture	Database Management & Architecture	The database system shall provide the following features: <ul style="list-style-type: none"> - Simultaneous access to data by concurrent users - Row level Locking - Automatic Query Optimization - Views - Multiprocessor query execution 	Yes
20	Architecture	Database Management & Architecture	The proposed MCCS shall support an online data dictionary and table relationships that describe and maintain information on each data element including: data element name and type, description of the data element, and the format of each data element.	Yes
21	Architecture	Database Management & Architecture	The proposed MCCS shall utilize naming conventions and standards for data elements, entities and tables, programs, report names, etc.	Yes
22	Architecture	Database Management & Architecture	The proposed MCCS shall utilize utilities for database performance monitoring and tuning that comply with industry standards, including but not limited to tools for table & file maintenance.	Yes
23	Architecture	Database Management & Architecture	The proposed MCCS shall lock database records based on organization parameters (e.g., at row level, field level, or at the application level).	Yes
24	Architecture	Database Management & Architecture	The proposed MCCS shall accommodate separate instances of databases.	Yes
25	Architecture	Database Management & Architecture	The proposed MCCS shall support online modifications to database structures with minimal user downtime.	Yes
26	Architecture	Database Management & Architecture	The proposed MCCS shall allow for data replication including, but not limited to, copying an instance of any database to other organization specified locations (e.g., SAN).	Yes

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
27	Architecture	Database Management & Architecture	The proposed M CCS shall have the ability to roll back any system, database, or any other component(s) impacted within 15 minute increments up to 24 hrs, any day in the month, any month in the year, and any year in 30 years.	No
28	Architecture	Database Management & Architecture	The proposed M CCS shall provide the ability for the administrator to track user behavior as well as database utilization.	Yes
29	Architecture	Database Management & Architecture	The proposed M CCS shall provide standard data extraction Application Program Interface (API) to allow import and export of data.	Yes
30	Architecture	User Profiles & Administration	The proposed M CCS provides the ability for users to define and store user profile information, including but not limited to, the user's name, user ID, employee ID, professional designation, etc.	Yes
31	Architecture	User Profiles & Administration	The proposed M CCS shall have the ability to link the user logon ID to his/her employee number or contractor social security number, as well as to the location or group of locations to which the user is assigned.	Yes
32	Architecture	User Profiles & Administration	The proposed M CCS shall have the ability to identify the type of single enterprise authentication used for The proposed M CCS access (e.g. MS Active Directory).	Yes
33	Architecture	User Profiles & Administration	The proposed M CCS provides the ability to define user roles and user groups and associate these with user accounts.	Yes
34	Architecture	User Profiles & Administration	The proposed M CCS allows authorized site-specific users to manage site-specific user groups and user accounts up to and including their level of authority.	Yes
35	Architecture	User Profiles & Administration	The proposed M CCS has the ability for an administrator to delegate authority, by user group, to reset password	Yes
36	Architecture	User Profiles & Administration	The proposed M CCS has the ability for an administrator to delegate authority, by user group, to restore system access of locked out user	Yes
37	Architecture	User Profiles & Administration	The proposed M CCS provides the ability to restrict access based on users' account privileges	Yes
38	Architecture	User Profiles & Administration	The proposed M CCS provides the ability to specify roles and privileges based on login locations	No
39	Architecture	User Profiles & Administration	The proposed M CCS allows restriction of rights, privileges or access at the user and group level	Yes
40	Architecture	User Profiles & Administration	The proposed M CCS allows restricting the rights, privileges or access of processes to the minimum required for authorized tasks	Yes

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
41	Architecture	User Profiles & Administration	The proposed M CCS allows authorization of administrators to manage restrictions or privileges associated with Users, groups, and processes including: <ul style="list-style-type: none"> - Defining levels of access - Assigning levels of access - Modifying a level of access - Removing a level of access - Viewing access levels, privileges and memberships 	Yes
42	Architecture	User Profiles & Administration	The proposed M CCS shall have the ability to specify roles and control access by role to: <ul style="list-style-type: none"> - Database - Module - Field - Inquiry - Report - Approval - Transaction - Table - User Site (i.e., location) across all functional areas - Period 	Yes
43	Architecture	User Profiles & Administration	The proposed M CCS shall have the ability to display the last date and time the user logged onto The proposed M CCS at the time of logon.	Yes
44	Architecture	User Profiles & Administration	The proposed M CCS shall have the ability to suspend user access based on a table-driven parameter (i.e., employment status).	Yes
45	Architecture	User Profiles & Administration	The proposed M CCS shall have the ability to suspend user access based on a pre-set date or based on hospital policy requiring renewal of access approval on a variable basis for non-County employees.	Yes
46	Architecture	User Profiles & Administration	The proposed M CCS shall have the ability to suspend user-access after an organization defined inactivity period (i.e., 90 days).	Yes
47	Architecture	User Profiles & Administration	The proposed M CCS allows revocation of the access privileges of a user without requiring deletion of the user: <ul style="list-style-type: none"> - User-based (i.e., access rights assigned to each user) - Role-based (i.e., Users are grouped and access rights assigned to these groups) - Context-based (i.e., role-based with additional access rights assigned or restricted based on the context of the transactions, such as time-of-day, workstation-location, emergency-mode, etc.) 	Yes

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
48	Architecture	User Profiles & Administration	The proposed M CCS shall have the ability to limit user functionality based on the following access rights: - Full - Read - Write - Delete - Modify - Delete	No
49	Architecture	User Profiles & Administration	The proposed M CCS shall allow assigning multiple roles to one user.	No
50	Architecture	Exception Management & Error Handling	The proposed M CCS exception handling minimizes information disclosure in case of an exception.	Yes
51	Architecture	Exception Management & Error Handling	The proposed M CCS returns generic error messages to the client, to avoid disclosure of sensitive information.	Yes
52	Architecture	Exception Management & Error Handling	The proposed M CCS code does not rely on internal The proposed M CCS generated error handling. The proposed M CCS provides error-handling processes.	Yes
53	Architecture	Exception Management & Error Handling	System errors are logged to the error log.	Yes
54	Architecture	Exception Management & Error Handling	Private and sensitive data (for example, passwords) are not logged.	Yes
55	Architecture	End-User Interface	The user interface shall integrate information from multiple components into a unified display by business area or work type.	Yes
56	Architecture	End-User Interface	The proposed M CCS shall have a customizable online documentation and training materials such as context-specific help, search capability, organization-specific business process documentation and process maps.	Yes
57	Architecture	End-User Interface	The Proposer shall allow for field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions	Yes

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
58	Architecture	End-User Interface	The proposed M CCS shall have the ability to design a preferred sequence to make data-entry columns and fields match the order of information in organization source documents.	Yes
59	Architecture	End-User Interface	The proposed M CCS shall allow for the option of auto-fill capability per transaction/field entry throughout all modules	Yes
60	Architecture	End-User Interface	The proposed M CCS shall have the ability to restrict free form entry (e.g., provide drop down calendar for date field)	Yes
61	Architecture	End-User Interface	The proposed M CCS shall have the ability to accept mass data entry from an external source	Yes
62	Architecture	End-User Interface	The proposed M CCS shall have have on-line, interactive help with support for hyperlink technology and industry standard formats (e.g., HTML file formats)	Yes
63	Architecture	End-User Interface	The proposed M CCS shall have have the ability to intelligently spell check text fields	Yes
64	Architecture	End-User Interface	The proposed M CCS shall have the ability to minimize the necessity of the mouse when user performs data entry tasks	Yes
65	Architecture	End-User Interface	The proposed M CCS shall present data to users such that a minimum of navigational effort is required.	Yes
66	Architecture	End-User Interface	The data elements required to complete a job function, whether to inquire/read only or data entry must be readily available.	Yes
67	Architecture	End-User Interface	The user interface shall integrate information from multiple components into a unified display by business area or work type.	Yes
68	Architecture	Systems Operations Support & Error Handling	The proposed M CCS shall provide complete audit features for all transactions in all modules of the software solution.	Yes
69	Architecture	Systems Operations Support & Error Handling	The proposed M CCS shall be able to perform real-time data redundancy on independent storage devices simultaneously and switch over to the mirror database(s).	No
70	Architecture	Systems Operations Support & Error Handling	The proposed M CCS shall take advantage of network HA and redundancies and switch over to mirror databases without impact on the user.	No
71	Architecture	Systems Operations Support & Error Handling	The proposed M CCS shall provide the proposed M CCS failovers or database redundancies.	Yes

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
72	Hosting	Redundancy & Business Continuity	The Proposer shall provide a recovery environment to maintain business continuity	Yes
73	Hosting	System Capacity & Performance	The proposed MCCS shall be able to handle an average transaction load with an average CPU utilization of no more than 35%-40% of the CPU capacity. The peak CPU utilization shall never exceed 70% of CPU capacity at any given time.	Yes
74	Hosting	System Capacity & Performance	The proposed MCCS shall have a response time where the average transaction on the server needs to occur on average less than 1 second. The response time for the most common requests to reach a user shall not exceed 3 seconds.	Yes
75	Hosting	System Capacity & Performance	The proposed MCCS shall maintain 99.8% availability — including planned maintenance.	Yes
76	Hosting	System Capacity & Performance	The proposed MCCS shall track system uptime and transaction response times in order to demonstrate operation within acceptable levels.	Yes
77	Hosting	System Capacity & Performance	The proposed MCCS shall complete 100% of simple, single-screen online inquiry transactions in under one second, during peak usage.	Yes
78	Hosting	System Capacity & Performance	The proposed MCCS shall complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.	Yes
79	Hosting	Hosting	The Proposer shall provide the facility required to host the computing and network environment, including appropriate physical security, required third-party software, and 24x7 staff support and monitoring environmental conditions (e.g. HVAC, port, fire detection, suppression, moisture, humidity and temperature.	Yes
80	Hosting	Hosting	The Proposer shall provide a hosting site consistent with at least Tier II Redundant Site Infrastructure Capacity Components required to host the computing and network environment, including appropriate physical security, required third-party software, and 24x7 staff support and monitoring environmental conditions (e.g., HVAC, port, fire detection, suppression, moisture, humidity and temperature.	Yes
81	Hosting	Hosting	The Proposer shall provide and manage all required infrastructure and network equipment within the data center, such as servers, routers, switches, load balancers and consoles.	Yes
82	Hosting	Hosting	Allow access to the proposed MCCS over the Internet and provide secure and confidential storage of all information transmitted to and from the County.	Yes
83	Hosting	Hosting	The Proposer shall monitor the computing systems (24x7x365) and communications circuits to report and alert on compromised system health, security, availability and capacity.	Yes
84	Hosting	Hosting	The Proposer shall review security notifications and alerts relevant to the hosting platform (e.g., notifications of bugs, attacks, patches), and apply as appropriate to maintain the highest level of defense.	Yes

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
85	Hosting	Hosting	The Proposer shall provide adequate firewall protection in order to secure Personal Data and other Confidential Information users of the MCCS from unauthorized access by third parties.	Yes
86	Hosting	Hosting	The Proposer shall test application enhancements, fixes, and upgrades and assure the integrity of the resulting data.	Yes
87	Hosting	Hosting	The Proposer shall provide and maintain a method for proper escalation of issues and log all incidents, problems and error corrections as agreed to by County.	Yes
88	Hosting	Hosting	The Proposer shall adhere to service levels defined with County germane to availability, response time based on severity level, credits and other key hosting metrics.	Yes
89	Information Management	Data Conversion & Interface	The Proposer shall provide all services needed to transform, standardize, migrate and load external legacy electronic data in order to establish an initial database suitable for live organization operations.	Yes
90	Information Management	Data Conversion & Interface	The proposed MCCS shall provide the ability to extract required data from organization to produce file(s) that can be sent by FTP to external agencies, including a system automated process of generating, encrypting, and delivering data to external agencies.	Yes
91	Information Management	Data Conversion & Interface	The proposed MCCS shall provide the ability to load information from standard file(s).	Yes
92	Information Management	Data Conversion & Interface	The proposed MCCS shall provide the ability to perform real-time updates.	Yes
93	Information Management	Data Conversion & Interface	The proposed MCCS shall have the capability to queue outbound messages in case a receiving system is down temporarily.	No
94	Information Management	Data Conversion & Interface	The proposed MCCS shall monitor timeliness of messages and alert users if certain time limits have been exceeded.	Yes
95	Information Management	Data Conversion & Interface	The proposed MCCS shall have the ability to evaluate interface messages for accuracy and completeness, and reject messages that are not constructed properly as well as the capability to generate reports of failed messages.	Yes
96	Information Management	Data Conversion & Interface	The proposed MCCS shall have the capability to analyze, correct and resend messages that have been rejected.	No
97	Information Management	Input Validation	The proposed MCCS ensures that input validation is applied whenever input is received through user or external data interfaces. The validation approach is to constrain, reject, and then sanitize input.	Yes
98	Information Management	Input Validation	The proposed MCCS does not rely on client-side validation. The proposed MCCS design assumes that user input is malicious.	No

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
99	Information Management	Input Validation	Data is validated for type, length, format, and range. Data validation is consistent across the proposed MCCS.	Yes
100	Information Management	Input Validation	The proposed MCCS avoids un-trusted input of file name and file paths. - The proposed MCCS does not accept file names or file paths from calling functions. - Security decisions are not made based on user-supplied file names and paths.	Yes
101	Information Management	Input Validation	The proposed MCCS does not use parent paths when data within the proposed MCCS is being accessed. Attempts to access resources using parent paths are blocked.	No
102	Information Management	Input Validation	The web server always asserts a character set: a locale and a country code, such as en_US.	No
103	Reporting Approach	Reporting (Internal)	The proposed MCCS shall provide summarized and detailed reports on user access, usage logs, etc.	Yes
104	Reporting Approach	Reporting (Internal)	The proposed MCCS provides online reporting capability to authorized County The proposed MCCS managers for necessary review and accountability.	Yes
105	Reporting Approach	Reporting (Internal)	The proposed MCCS provides error and exception reports.	Yes
106	Reporting Approach	Reporting (Internal)	The proposed MCCS provides usage reports.	Yes
107	Reporting Approach	Reporting (Internal)	The proposed MCCS provides configuration, user accounts, roles and privileges reports.	Yes
108	Reporting Approach	Reporting (Internal)	The proposed MCCS provides a listing of privileged account holders within the proposed MCCS hosting environment.	Yes
109	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall generate charts and graphs based on report data within the proposed MCCS.	Yes
110	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall generate reports directly to MS Office, Hypertext Markup Language (HTML) or PDF formats, Open Doc, Open XML, etc.	Yes
111	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall provide ad hoc and standard query capabilities (with and without input parameters).	Yes
112	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall provide ability to create and maintain a report distribution mechanism with predefined reports (e.g., monthly reports that are specific by role, organization, and location via portal or Web).	Yes
113	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall provide the ability to view previously generated reports by all users or by specific users.	Yes

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TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
114	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall provide capability to schedule reports to run automatically.	Yes
115	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall allow for reporting by exception.	Yes
116	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall allow print preview of all reports before printing and have print screen and selective page(s) print functionality.	Yes
117	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall be capable of utilizing MS Excel to download information from the application and upload information into the application.	Yes
118	Reporting Approach	Reporting (End User) & Data Warehouse	The proposed MCCS shall allow for user-friendly end-user report creation without requiring technical staff or expertise to create and publish reports within the modules.	Yes
119	Reporting Approach	Reporting (End User) & Data Warehouse	The Proposer shall provide an Ad Hoc reporting tool.	Yes
120	Reporting Approach	Reporting (End User) & Data Warehouse	The Ad Hoc reporting tool shall be able to access any delivered or added fields in the database.	Yes
121	System Security	System Access	The proposed MCCS shall provide ability to use a single user sign-on for all modules with security configured for each module.	Yes
122	System Security	System Access	The proposed MCCS shall have the ability for security module to be maintained by an in-house system Administrator.	Yes
123	System Security	System Access	The proposed MCCS shall provide expiration dates for passwords.	Yes
124	System Security	System Access	The proposed MCCS shall automatically notify users and force them to change passwords on a pre-defined frequency.	Yes
125	System Security	System Access	The proposed MCCS shall provide an efficient, flexible way to control and administer multiple levels of user access.	Yes
126	System Security	System Access	The proposed MCCS shall have the ability to support web-based client access or other internet-based client access technologies, with appropriate security access controls.	Yes

**APPENDIX I-1
TECHNICAL REQUIREMENTS ATTACHMENT**

Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
127	System Security	System Access	The proposed MCCS must support password complexity that meets the following requirements: <ul style="list-style-type: none"> - Must contain at least 1 upper and 1 lower case alpha, 1 numeric, and 1 special character each - Minimum password length – 8 characters - Minimum password age – 2 days - Maximum password age – 90 days - Password expire warning – 14 days - Different from the previous 6 passwords used - Must not be an English dictionary word. - Disable accounts after 90 days of inactivity 	Yes
128	System Security	System Access	The proposed MCCS provides the following password change rules for user accounts: <ul style="list-style-type: none"> - Passwords can only be changed by the authorized County the system Administrator or the associated user - Passwords can be changed by the associated user only once in a 2-day period - Users are re-authenticated before changing passwords 	Yes
129	System Security	System Access	The proposed MCCS shall provide lock-out capability after a pre-defined number of unsuccessful user sign-on attempts.	Yes
130	System Security	System Access	The password is not displayed as clear text (Password Masking)	Yes
131	System Security	System Access	The proposed MCCS provides integrated security managed in a central accounts database	Yes
132	System Security	System Access	The proposed MCCS allows viewing of list of Users logged on to the proposed MCCS in real-time	Yes
133	System Security	System Access	The proposed MCCS allows addition of user-defined messages to logon screen	Yes
134	System Security	System Access	The proposed MCCS integrates with Microsoft Active Directory for authentication and has the capability of notifying the end user of near domain account password expiration date as well as the ability to reset the password through The proposed MCCS's user interface	No
135	System Security	System Access	The proposed MCCS performs secure and seamless logon for all third party integrated systems.	Yes
136	System Security	System Access	The proposed MCCS encrypts passwords before being stored or transmitted.	Yes
137	System Security	System Access	The proposed MCCS has the ability to disallow more than one active session per sign-on identification.	No
138	System Security	System Access	The proposed MCCS allows users to re-authenticate and remotely log out of an active user session before logging in at another location.	Yes
139	System Security	System Access	The proposed MCCS requires password re-entry before user is allowed to perform functions predefined as "high security".	No

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Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
140	System Security	System Access	The proposed MCCS encrypts sensitive data transmitted between clients and servers using Secure Socket Layer (SSL) Certificates, Transport Layer Security (TLS), or by other means	Yes
141	System Security	System Access	The proposed MCCS provides a web (HTTPS) interface and provides an SSL configuration mechanism.	Yes
142	System Security	System Access	The proposed MCCS restricts users from directly accessing the database.	Yes
143	System Security	System Access	The proposed MCCS allows secure password resets in case passwords are forgotten.	Yes
144	System Security	System Access	The proposed MCCS shall have the ability to assign application access rights across entire suite of applications at a single point of entry.	Yes
145	System Security	System Access	The proposed MCCS provides reminder alerts to users to reset passwords.	Yes
146	System Security	System Access	The time for passwords to be changed is predefined as per user's role and access level. The County standard for users is 90 days.	Yes
147	System Security	System Access	The proposed MCCS provides administrative ability to block users' access during pre-defined off-hours.	No
148	System Security	System Access	The proposed MCCS provides the option for multi-factor authentication for users with higher security access.	Yes
149	System Security	Authentication	All system and user accounts are identified.	Yes
150	System Security	Authentication	Web sites are partitioned into un-restricted and restricted areas using separate folders.	No
151	System Security	Authentication	The proposed MCCS uses least-privileged accounts.	Yes
152	System Security	Authentication	The proposed MCCS ensures that minimum error information is returned in the event of authentication failure.	Yes
153	System Security	Authentication	The proposed MCCS authenticates the user before any access is allowed to protected resources (e.g., Protected Health Information)	Yes
154	System Security	Authentication	The proposed MCCS authenticates standalone devices before access is allowed to protected resources.	No
155	System Security	Authentication	If Structured Query Language (SQL) authentication is used (e.g., communication between the application server and the database server) credentials are secured in storage and over the wire via Secure Socket Layer (SSL) or IP Security (IPSec).	Yes
156	System Security	Authorization	Measures are in place to prevent, detect and log unauthorized attempts to access the proposed MCCS.	Yes

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Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
157	System Security	Authorization	Rights and privileges are assigned based on authorization roles.	Yes
158	System Security	Authorization	Database restricts access to stored procedures to authorized accounts only.	Yes
159	System Security	Authorization	Direct access to database tables is prohibited.	Yes
160	System Security	Authorization	All account IDs that are used by the proposed MCCS are identified and the resources accessed by each account is known.	Yes
161	System Security	Authorization	Roles are mapped to user and data interfaces. Role rights and privileges are identified and maintained in an access control list.	Yes
162	System Security	Authorization	The proposed MCCS resources are mapped to the proposed MCCS roles and allowed operations for each role.	Yes
163	System Security	Configuration Management	Administration interfaces require strong authentication and authorization.	Yes
164	System Security	Configuration Management	Administrator privileges are separated based on roles (e.g., site content developer, system administrator).	Yes
165	System Security	Configuration Management	Remote administration channels are secured (e.g., SSL, VPN)	Yes
166	System Security	Configuration Management	Configuration stores are secured from unauthorized access and tampering.	Yes
167	System Security	Configuration Management	Configuration credentials and authentication tokens are not held in plain text in configuration files. (e.g., ssh client config file with remote login ID and password.)	Yes
168	System Security	Configuration Management	User accounts and service accounts used for configuration management have only the minimum privileges required for the task.	Yes
169	System Security	Integrity	Measures are in place to detect unauthorized changes to information.	No
170	System Security	Integrity Controls	Measures are in place to protect information from being accidentally overwritten.	No
171	System Security	Integrity Controls	The proposed MCCS supports integrity mechanisms for transmission of both incoming and outgoing files, such as parity checks and cyclic redundancy checks (CRCs).	Yes
172	System Security	Integrity Controls	Measures are in place to prevent the upload of unauthorized files (e.g., executable files).	Yes
173	System Security	Sensitive Data (e.g., ePHI, PII)	Sensitive data and secrets are not incorporated in code.	Yes
174	System Security	Sensitive Data (e.g., ePHI, PII)	Secrets are stored securely using a one-way hash. Database keys, connections, passwords, or other secrets are not stored in plain text.	Yes

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Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
175	System Security	Sensitive Data (e.g., ePHI, PII)	Sensitive data is not logged in clear text by the proposed M CCS.	Yes
176	System Security	Sensitive Data (e.g., ePHI, PII)	Database/file encryption for protection of sensitive data fields while the data is at rest (i.e., stored data) is provided.	Yes
177	System Security	Sensitive Data (e.g., ePHI, PII)	Protection mechanisms are in place for sensitive data that is sent over the network.	Yes
178	System Security	Sensitive Data (e.g., ePHI, PII)	Sensitive data is not transmitted using insecure protocols, such as FTP, telnet, tftp etc., unless tunneled through an authenticated encrypted connection (e.g. VPN).	Yes
179	System Security	Sensitive Data (e.g., ePHI, PII)	Sensitive data is not stored in persistent cookies.	Yes
180	System Security	Sensitive Data (e.g., ePHI, PII)	Measures are in place to prevent, detect and log unauthorized attempts to access sensitive or confidential data.	Yes
181	System Security	Sensitive Data (e.g., ePHI, PII)	The proposed M CCS restricts transactions involving financial or sensitive data to authorized user sessions originating on the County Intranet WAN only. Access to such transactions from the Internet is blocked.	Yes
182	System Security	Sensitive Data (e.g., ePHI, PII)	The proposed M CCS restricts access to financial transactions and other sensitive data by authorized users outside the County Intranet to Read Only mode.	No
183	System Security	Sensitive Data (e.g., ePHI, PII)	All user sessions involving financial transactions or sensitive data are encrypted using SSL/HTTPS.	Yes
184	System Security	Sensitive Data (e.g., ePHI, PII)	The proposed M CCS provides administrative ability to block users' access to individual patient records for privacy reasons	Yes
185	System Security	Session Management	SSL is used to protect authentication cookies.	Yes
186	System Security	Session Management	The proposed M CCS shall provide automatic logout of users when there has been no activity for a pre-defined period, maintaining transaction integrity.	Yes
187	System Security	Session Management	Session lifetime is limited to a pre-specified and configurable duration.	Yes
188	System Security	Session Management	Session state is protected from unauthorized access.	Yes
189	System Security	Session Management	Session identifiers are not passed in query strings.	Yes
190	System Security	Session Management	Temporary objects are removed from the proposed M CCS , database connections are closed, and memory is released.	Yes
191	System Security	Timeouts	The proposed M CCS provides an automatic timeout if the session is idle for a pre-specified and configurable duration.	Yes
192	System Security	Timeouts	The proposed M CCS warns the user before the timeout and prompts the user to re-enter their password.	Yes

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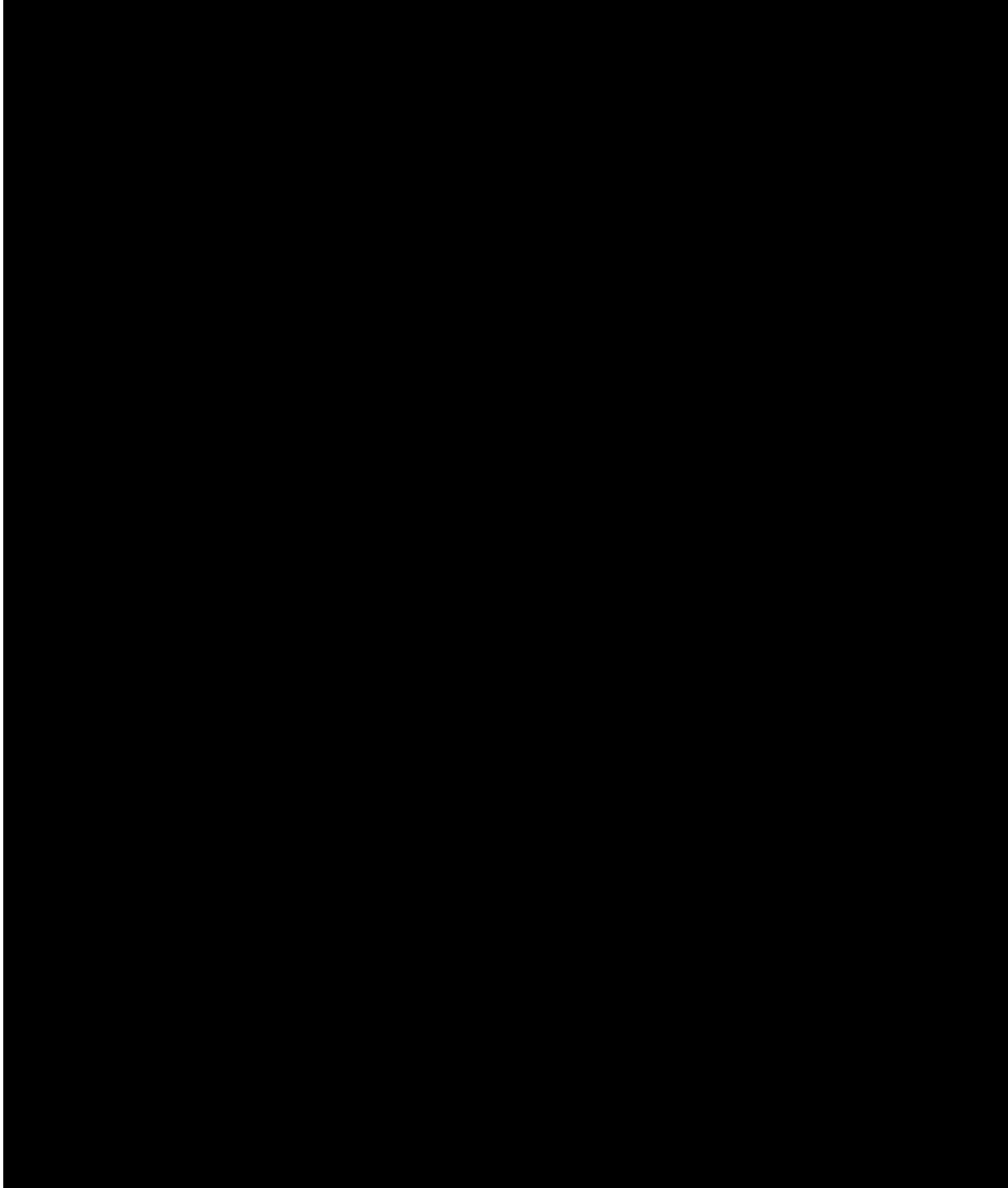
Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
193	System Security	Encryption	The proposed MCCS shall have the ability to support 256-bit SSL encryption, or higher, between the client browser and the application tier for any or all modules or sub-modules at organization's discretion, in compliance with SSL/FIPS encryption security standards.	Yes
194	System Security	Encryption	Encryption capability for certain data transmissions that require security protection.	No
195	System Security	Encryption	Platform-level cryptography is used with no custom implementations.	No
196	System Security	Encryption	The proposed MCCS provides secure information delivery over the Internet via encryption by using the Advanced Encryption Standard (AES) or Higher.	Yes
197	System Security	Encryption	Encrypted data delivered over the Internet is transmitted via open protocols (e.g., SSL, XML encryption)	Yes
198	System Security	Encryption	Cryptographic algorithm and key size for the proposed MCCS's data encryption requirements is AES 256 bit or stronger.	Yes
199	System Security	Encryption	Encryption keys are secured.	Yes
200	System Security	Encryption	Key management procedure to secure and manage the encryption keys is defined.	Yes
201	System Security	Parameter Manipulation	All input parameters are validated (including form fields, query strings, cookies, and HTTP headers).	Yes
202	System Security	Parameter Manipulation	Cookies with sensitive data (e.g. authentication cookies) are encrypted.	Yes
203	System Security	Parameter Manipulation	Sensitive data is not passed in query strings or form fields.	Yes
204	System Security	Parameter Manipulation	Security decisions do not rely on HTTP header information.	Yes
205	System Security	Audit Trails & Logging	Auditing and logging in the proposed MCCS includes, at a minimum, authenticated access, configuration changes, privileged access such as use of administrative rights, and change of rights and privileges. The parameters logged includes user or system account ID, date/time stamp, event source, IP address, error/event code and type.	Yes
206	System Security	Audit Trails & Logging	The proposed MCCS shall have the ability to record or capture information about each authorized and/or unauthorized access attempt such as: User ID, workstation, date, time, transaction (menu, screen, file, object), and attempted type of access (read, modify, etc.).	Yes
207	System Security	Audit Trails & Logging	The proposed MCCS generates an audit record for all activity of a given user (i.e., a trail of all user activity within System)	Yes
208	System Security	Audit Trails & Logging	The proposed MCCS generates an audit record for activity associated with a transaction, from creation to completion, including logging of data additions, changes, and deletions	Yes

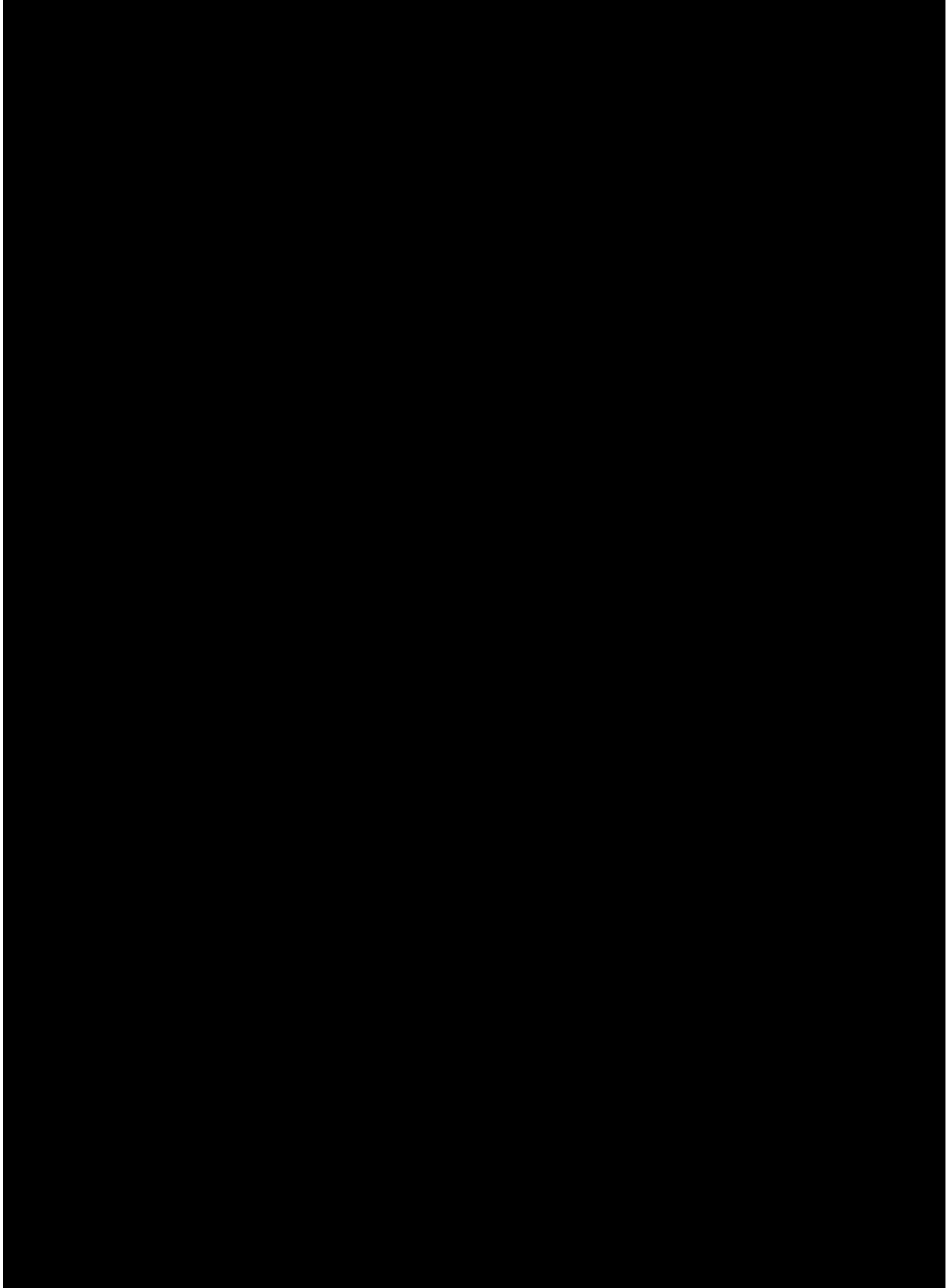
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Requirement #	Requirement Category	Requirement Sub-Category	Requirement	Yes / No
209	System Security	Audit Trails & Logging	The proposed M CCS provides an audit trail and viewable history of all transactions including but not limited to, user's login ID, date, and time stamp.	Yes
210	System Security	Audit Trails & Logging	The proposed M CCS allows selection of transactions to be logged	Yes
211	System Security	Audit Trails & Logging	The proposed M CCS allows selection of data elements to be logged in audit records	Yes
212	System Security	Audit Trails & Logging	The proposed M CCS allows logging of all user IDs that has used a given function	Yes
213	System Security	Audit Trails & Logging	The proposed M CCS allows logging of all user IDs that has updated a given field	Yes
214	System Security	Audit Trails & Logging	The proposed M CCS logs the following information in each audit record: <ul style="list-style-type: none"> - Date and time of the event - Component of the proposed M CCS (e.g., software, hardware) where the event occurred - User device or peripheral device involved in transactions - Type or transaction - User Identity - Outcome (success or failure) of the event 	Yes
215	System Security	Audit Trails & Logging	The proposed M CCS tracks the before and after record of modified data elements	Yes
216	System Security	Audit Trails & Logging	The proposed M CCS restricts system administrator from changing log activity	Yes
217	System Security	Audit Trails & Logging	The proposed M CCS secures audit records in the following ways: <ul style="list-style-type: none"> - Allows read access to authorized Users only - Protects stored audit records from unauthorized deletion - Prevents modifications to the audit records 	Yes
218	System Security	Audit Trails & Logging	The proposed M CCS monitors user audit logs via an automated process, and reports on irregular activity. Irregular activities are identified based on County departments' rules and regulations. The irregular activity reports are customizable.	Yes
219	System Security	Audit Trails & Logging	The proposed M CCS provides the ability to archive records, reports and historic information for predefined timeline based on rules and regulation.	Yes
220	System Security	Audit Trails & Logging	The proposed M CCS prevents deleted records from being purged until they have been archived.	Yes
221	System Security	Audit Trails & Logging	The proposed M CCS maintains an audit trail of errors and exceptions.	Yes
222	System Security	Audit Trails & Logging	All changes to the proposed M CCS hosting environment are logged and tracked. Reports are available for significant and critical changes and sent for review by a responsible person.	Yes

Attachment I – Architecture

The Proposer must present the architecture for the proposed MCCA. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included as Attachment I (Architecture) to provide DHS a visual, as well as, narrative, representation of the future operating environment.





APPENDIX H-2**EDI FUNCTIONAL REQUIREMENTS**

Instructions: Proposer must respond to all of the functional requirements using one of the codes as follows:

Table 1: Response Codes

Response Code	Description
C	Current = Proposer currently has the capability to meet the requirement.
F	Future = The requirement will be met at a later date. Specify anticipated date requirement will be met.
NP	Not Provided = Proposer is unable to meet the requirement.

	Functional Requirement	C	F Date	NP
3.1	Web Portal (EZ-CAP, EZ-EDI, EZ-NET)			
3.1.1	Provide County with secure a real time, user-friendly, and interactive web portal, which shall include, but not be limited to, the following functions:	C		
a.	Direct data entry and editing of claims	C		
b.	Uploading hardcopy documents associated with individual claims	C		
c.	File uploading of single and batch transactions	C		
d.	Eligibility verification	C		
e.	Claim payment inquiry, status, tracking, and verification	C		
f.	Transaction logs and record history	C		
g.	Remittance Advice printing/viewing	C		
h.	Payer messaging	C		
i.	Data warehouse	C		
j.	Search capability according but not limited to: <ul style="list-style-type: none"> • Batch transmission number • Individual transmission number 	C		
k.	Dashboard reports	C		
3.1.2	Contractor's web portal shall be accessible 24 hours a day, 7 days a week	C		
3.1.3	Web portal must be compatible with Internet Explorer 8 and above, Safari, Firefox and Chrome	C		
3.1.3	Web portal must also not rely on the installation of third party products such as Adobe Flash or Microsoft Silverlight, or the installation of any executable beyond the existing browser	C		
3.1.4	Provide a graphical user interface (GUI)	C		
3.1.5	Provide HIPAA compliant encryption standard where such standards exist	C		
3.1.6	Implement and maintain Business Continuity and Disaster Recovery	C		

	Functional Requirement	C	F Date	NP
	Plans for the EDICS, and shall execute such plans in the event of any unplanned interruption of the Services			
3.1.7	Solution shall interface with DHS Managed Care Core System (specifications to be determined)	C		
3.2	Image Hosting			
3.2.1	Contractor shall maintain a repository of all submitted claims and supporting documents according to established record retention guidelines, established by County	C		
3.2.2	Contractor shall create an 837/5010 level 2 HIPAA-compliant, or as mandated by Federal requirements, file to ensure accurate loading into the applicable image viewing site	C		
3.2.3	Contractor shall create record search functionality based on: <ul style="list-style-type: none"> a. Document Control Number (DCN) b. Provider/Submitter (name or Tax ID #) c. Member ID d. Date of Service e. Billed Amount 	C		
3.2.4	Contractor shall upload the 837 files the County’s designated secure FTP site	C		
3.3	Paper to EDI Conversion			
3.3.1	Perform Scanning/Intelligent Optical Character Recognition (IOCR) Services of health care claim forms and attachments (e.g. medical records, authorization, provider correspondence, etc.)			NP
3.3.2	Maintain proper calibration for conducting Intelligent Optical Character Recognition (IOCR)			NP
3.3.3	Perform conversion of paper claims to an electronic claims format (837 Institutional/Professional/Dental) within three (3) business days turn-around time from receipt date with 95% timeliness			NP
3.3.4	Perform data validation against CMS-1500 and UB-04 fields and other business rules and verify and correct data fields that cannot be identified by Intelligent Optical Character Recognition (IOCR) and other values that violate established rules with 95% transaction accuracy			NP
3.3.5	Transmit converted files and/or receive files in a usable format as required by state/federal regulations and within established protocols and frequency			NP
3.3.6	Maintain a repository of all submitted claims and supporting documents according to established record retention guidelines established by County			NP
3.4	Electronic Claims Submission			
3.4.1	Allow Billing Provider to perform the following transactions:			
a.	Direct data entry of claims	C		
b.	File upload single transaction	C		
c.	File upload batch transaction	C		

	Functional Requirement	C	F Date	NP
d.	Provide error identification	C		
e.	Allow corrections prior to resubmission	C		
f.	Electronic claims tracking	C		
g.	Eligibility verification	C		
h.	Integrate electronic claims with hardcopy document submissions (e.g. medical records, authorization, provider correspondence, etc.)	C		
i.	Provide electronic mailbox system for providers to receive and retrieve transaction results	C		
j.	Provide monitoring and reporting of failed data transmission	C		
k.	Categorize and tally claim type (837 I/P/D)	C		
3.4.2	Acknowledge single/batch transactions according to the requirements of the state/federal regulation	C		
3.4.3	Integrate electronic claims with hardcopy document submissions (e.g. medical records, authorization, provider correspondence, etc.)	C		
3.4.4	Transmit to County and/or receive files in a compatible and usable standard format as required by state/federal regulations. This will consist of but not limited to:	C		
a.	Text (txt)/standard flat file	C		
b.	X12/ American National Standards Institute (ANSI) text	C		
c.	American Standard Code for Information Interchange (ASCII)	C		
d.	Comma Separated Values (CSV)	C		
3.4.5	Transfer EDI files to County via Secure Shell (SSH) File Transfer Protocol (SFTP)	C		
3.4.6	Send e-mails with PHI via Pretty Good Privacy Encryption (PGP)	C		
3.4.7	Adhere to the standards and regulations to process, accept, and convert International Classification of Diseases, 9th Revision (ICD-9)	C		
3.4.8	Adhere to the standards and regulations to process, accept, and convert International Classification of Diseases, 10th Revision (ICD-10) as applicable	C		
3.4.9	Transfer files to County within the established protocols and frequency	C		
3.4.10	Adhere to HIPAA validation level editing where such standards exist. (i.e., Level 1 through Level 6)	C		
3.4.11	Data transmission between Contractor and County shall utilize HIPAA compliant transactions code sets where such standards exist. Following transaction codes and data exchange are needed in accordance with HIPAA:	C		
a.	Health Care Eligibility Benefit Inquiry and Response (270/271)	C		
b.	Health Care Claim Additional Supporting Documentation (275)			NP
c.	Health Care Claims Status Request and Response (276/277)	C		
d.	Health Care Services Review Request and Response (278)	C		

	Functional Requirement	C	F Date	NP
e.	Health Care Benefit and Enrollment Maintenance (834)	C		
f.	Health Care Claim Payment/Advise (835)	C		
g.	Health Care Claim (837) (Professional/Institutional/Dental)	C		
h.	Functional Acknowledgement (997) transactions with County and providers, both internal and external	C		
3.4.12	Store all valid batch transactions off-site with minimum of six (6) month back-up archive, storage, and retrieval for all batch transactions and adhere to all applicable federal and state regulations	C		
3.4.13	Provide one-day storage retrieval and capability for real-time transaction	C		
3.4.14	Regenerate a batch transaction going back ninety (90) days within an agreed upon timeframe	C		
3.5	Claims Pre-Adjudication Management			
3.5.1	Contractor shall provide as defined by County, payer editing which includes, but is not limited to:			
a.	Duplicate claim verification	C		
b.	Eligibility	C		
c.	Other health care coverage	C		
d.	Provider ID requirements	C		
e.	Misdirected claim	C		
f.	Timely filing	C		
g.	Provider matching	C		
h.	Member matching	C		
3.5.2	Contractor shall run edits against the most comprehensive database rules and specific reference to state and federal coding guidelines with real time clear rejection explanation and documentation, includes but not limited to:			
a.	National Correct Coding Initiative (NCCI)	C		
b.	Centers for Medicare and Medicaid Services (CMS)	C		
c.	American Dental Association (ADA)		F █	
d.	American Medical Association (AMA)	C		
e.	Other specialty societies	C		
3.5.3	County defined payer editing and data defaulting which includes but not limited to Division of Financial Responsibility (DOFR)	C		
3.6	Reporting			
3.6.1	Provide agreed upon reconciliation report to County showing counts of paper claims received, rejected, and accepted	C		
3.6.2	Provide agreed upon reconciliation report to County showing counts	C		

	Functional Requirement	C	F Date	NP
	of electronic claims received, rejected, and accepted			
3.6.3	Provide summary of type of claims received. (CMS-1500 vs. UB-04, Provider Dispute, and Member Grievance)	C		
3.6.4	Provide County with agreed upon detailed and summary reports daily, monthly, quarterly, and annually which shall enable County to monitor quality measurement and accuracy of the scanning/OCR functions and electronic claims submission	C		
3.7	Training and Technical Support			
3.7.1	Provide technical support services during implementation and operations maintenance at no additional cost	C		
3.7.2	Provide user-training sessions to County staff at facilities, as may be requested by the County Project Director	C		
3.7.3	Provide County with access to Help Desk staff for assisting with answers to system related questions; record reported system problems, and resolve system related issues	C		
3.7.4	Provide support to new Billing Providers to convert to EDI submission, and assist and advise EDI submission, including training and technical support services	C		
3.7.5	Provide support to established Billing Providers on proper EDI & Clearinghouse submission, and technical support services	C		



Exhibit A.3 (Acceptance Certificate)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT A.3

ACCEPTANCE CERTIFICATE

Contractor is submitting this Acceptance Certificate to the County Project Manager and the County Project Director for Approval in connection with the Key Deliverable described below. This Acceptance Certificate must be Approved by the County Project Manager and the County Project Director, as evidenced by the County Project Manager’s and the County Project Director’s signature below, before Contractor can invoice County for payment in connection with the Key Deliverable.

TO BE COMPLETED BY CONTRACTOR	
Key Deliverable Number:	Title of Key Deliverable:
Key Deliverable Description:	Agreement/Statement of Work Reference:
Signature:	
Submitted By:	
Phone Number:	
Email:	
Submission Date:	

COUNTY APPROVAL/ACCEPTANCE	
County Project Manager Approval	County Project Director Approval
Signature:	Signature:
Name:	Name:
Date:	Date:



Exhibit A.4 (Platinum Application Support Services Description)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT A.4

PLATINUM APPLICATION SUPPORT SERVICES DESCRIPTION

1. Services Related to EZ-CAP

- System Configuration
- Global Configurations
 - Organizational settings
 - Payment Option and Capitation
 - Authorization and Claims settings
 - User Defined fields
 - Notice of Privacy Practice Text
 - Audit trail
 - Email Server Settings
 - Auto Assignment of Authorization Settings
 - Customer Service Settings
 - Fax Configuration
 - Misc. Settings
 - Company Creation/Configurations/ Maintenance
 - Company information
 - Contacts
 - Payment Option and Capitation
 - Authorizations and Claims
 - User Defined Fields
 - Banking info
 - Notice of Privacy Practice
 - Auto Assign of Authorization
 - Customer Service
 - Fax Configuration
 - Miscellaneous Settings
- Provider/Vendor Setup/Creation/Maintenance
 - Providers – create detailed records for all providers; specify contract, fee schedule, withhold information
 - Vendors – set up information for all entities that will receive payment
 - Fee Sets & Schedules Creation/Maintenance
 - Fee Set Assignment
 - Health Plan Panel Setup/Maintenance
 - Withhold Setup
 - Tax Withhold Setup
 - Garnishment
 - Vendor Creation/Updates/Maintenance
 - EFT/ERA Setup
 - EOB Setup

- Members/Subscribers – Eligibility
 - Patient Condition Codes Creation/Setup/Maintenance
 - Eligibility Plan Verification Tables Creation/Setup/Maintenance
- Services
 - Service Codes Updates/Maintenance
 - Single/Component Unit Scheme updates
- Codes and Types
 - Diagnosis Codes In loads/Maintenance
 - Calendar Set updates
 - Anesthesia Table Setup/Creation
- Health Plan Setup and Configurations
 - Financial Responsibilities (DOFRS)
 - Option Masters Setup
 - Employer Groups
 - Detail Option Masters
 - Benefit Tracking (Accumulator) Creation/Maintenance
 - Benefit Matrices
- Claims & Payment Process Automation
 - Timely Filings Table Setup
 - Interest Calculations Setup/Creation
 - Auto Adjudication Rules
 - Auto-Authorizations Assignment
 - Claim- Authorizations Matching Rules builds
- Claim Shop
 - System Configurations/Maintenance
 - Automation Setup/Creation of New Clients/Maintenance
- Authorizations
 - Auto-Adjudication Rules
 - Authorized Procedure Group Builds/Maintenance
 - Authorized Service Package Builds/Maintenance
- Workflow
 - Claims Rules Creation/Maintenance
 - Authorization Rules Creation/Maintenance
- Customer Service
 - Incident types/subtypes/actions/results Creation/Maintenance

- Cases
 - Cases Types Workflow Builds/Updates/Maintenance
 - Cases Events Workflow Builds/Updates/Maintenance
 - IHA Templates Creation/Updates/Maintenance
 - Care Management Templates
 - Creation/Updates/Maintenance
 - EZ-CAP Embedded Reports

2. Reports

- Customization of Embedded Reports of EZ-CAP, e.g. EOB, Authorization Providers/Members Letters)
- Development of new reports at County’s request
- Revising, changing, and updating reports
- System changes arising from report services

3. Services Related to EZ-EDI

- EZ-EDI GLOBAL Configuration/Maintenance
- EZ-EDI USER Creation/Creation/Configuration/Maintenance
- TRADING PARTNER Creation/Configuration/Maintenance
 - Creation OF 837 CUSTOM MAP based on the companion guide per trading partner
 - Professional/Institutional Inbound
 - Professional/Institutional Outbound
 - Creation of 835 CUSTOM MAP based on the companion guide per trading partner
 - EZ-CAP PROPRIETARY FORMAT (EPF) SETUP/MAINTENANCE
 - Creation of Eligibility Inbound/Outbound 834 CUSTOM MAP based on the companion guide per trading partner
 - Inquiry and Response Creation/Build/Maintenance
 - Eligibility 270/271 per trading partner
 - Claims 276/277 per trading partner
 - Authorization Inbound/Outbound 278 per trading partner
- Eligibility Administrator (“EA”) Configurations
 - EA Global Configuration/Creation/Maintenance
 - EA Company Configuration/Creation/Maintenance
- SFTP Setup/Configuration/Maintenance
 - Automation build per trading partner

4. Services Related to EZ-NET

- System Configuration

- Global Configuration/Maintenance
 - Company Configuration Creation/Build/Maintenance
 - Authorization Inquiry/Submission
 - Members Inquiry
 - Providers Setup (affiliation) and Inquiry
 - Codes Translation
 - Claims Inquiry/Submission
 - Customer Service Incidents Inquiry/Submissions
 - Custom Setup for Provider
- EZ-NET User Configuration/Creation/Maintenance
- Reports Setup

5. Additional Services

- Administrator and User Training
- Net-new Interface Creation/Maintenance
- Custom Reporting
- Custom Database Scripts in support of compliance, regulatory, statutory changes.
- Annual Business Review and System tune-up



Exhibit A.5 (Productive Use Report List)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT A.5
PRODUCTIVE USE REPORT LIST

1. Reports Required Prior To Productive Use

1. Authorization Approval Letter
2. Authorization Notes
3. Authorization Productivity Report
4. Authorization Turnaround Time
5. Authorizations - Members Readmitted in the last 31 days
6. IBNR Summary
7. Potential Duplicate Authorizations
8. Cap Payment History by Provider and Healthplan
9. Capitation EOB
10. Enrollee Activity Statement - Added Members
11. Enrollee Activity Statement - Dropped Members
12. PCP Cap Reconciliation by PCP, Member
13. PCP Cap Reconciliation by Vendor, PCP
14. Specialty Cap Pool Definition - Healthplans
15. Specialty Cap Pool Definition - Provider Distribution
16. Specialty Cap Pool Earnings History
17. Case Events by Member ID and Case Type
18. Case Master Information
19. Cases and Related Claims and Authorizations
20. Potential Duplicate Cases
21. Claim Audit Trail
22. Claims & Encounters - Detail
23. Claims & Encounters - Summary
24. Claims Audit Report
25. Claims Lag Analysis
26. Claims Memos & Notes
27. Claims Paid by Claim Type and PCP ID
28. Claims Paid by HP and Option
29. Claims Paid by Member ID
30. Claims Paid by PCP ID
31. Claims Paid by Provider ID
32. Claims Paid on Non-Eligible Members
33. Claims Payment Turn Around Analysis
34. Claims Released to AP (Status 5)
35. Claims User Audit Trail
36. Professional Encounter Report
37. Eligibility Guarantee report
38. HCFA1500
39. Interest Paid Report
40. Potential duplicate claims
41. Productivity Report by User

42. Stop loss Report
43. Top Ten Diagnosis-Qty
44. Top Ten Diagnosis-Cost
45. TPL Claims Identification
46. UB92
47. Vendor Payments Report
48. Workers Comp Claims Identification
49. X_Claims Memos & Notes.rpt
50. Customer Service - Incidents by Claims
51. Customer Service - Incidents by Authorization
52. Customer Service - Incidents by Case Number
53. Customer Service - Incidents by Member
54. Customer Service - Total Incidents
55. DRS-Authorizations
56. DRS-Cases
57. DRS-Customer Service
58. DRS-Hospital Claims
59. DRS-Professional Claims
60. Disb Check
61. Benefit Tables by Health Plan-Hospital
62. Benefit Tables by Health Plan-Professional
63. Check Register
64. Eligibility List by Member Name
65. Eligibility List Sorted by PCP
66. Fee Schedules
67. Miscellaneous Disbursements
68. Potential Duplicate Member Report
69. Provider List by Primary Specialty
70. Provider Notes
71. Vendor Listing by Vendor Name
72. IHA New Members Extract
73. IHA PCP Listing - New Member
74. IHA PCP Listing - Sixty Day Letter
75. IHA PCP Listing New Member Minor Under 18 month
76. IHA Phone Blast
77. IHA Sixty Day Extract
78. IHA Sixty Members Extract
79. Ambulatory Care Network by PCS - Detail
80. Ambulatory Care Network by PCS - Summary
81. Ambulatory Care Network by PPG - Detail
82. Ambulatory Care Network by PPG - Detail Extract
83. Ambulatory Care Network by PPG - Summary
84. Assigned Provider Look Up
85. Disempanelment Detail report
86. Internal Transfer PCP Change - Current
87. Internal Transfer PCP Change - Previous
88. Internal Transfer PCP-PCS Change - Previous

- 89. Internal Transfer PCP-PCS-PPG Change - Previous Ext
- 90. Plan or PCP Transfer Reasons
- 91. Monthly New Members Assignments
- 92. Monthly Aggregate Enrollment Summary
- 93. *Other reports as identified during Design Phase*



Exhibit B (Licensed Software)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT B**LICENSED SOFTWARE**

This Exhibit B (Licensed Software) is an attachment and addition to the Managed Care Core System Agreement dated for reference purposes as of the Effective Date (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Allscripts Healthcare Solutions, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. LICENSED SOFTWARE

LICENSED SOFTWARE		
No.	PRODUCT NAME	CONTRACTOR PRODUCT NUMBER
1.	EZ-CAP / EZ-EDI	BSCITPH00010
2.	EZ-NET	BSCITPH00020

2. THIRD-PARTY PRODUCTS

THIRD-PARTY PRODUCTS WITH INDEPENDENT CONDITIONS		
No.	PRODUCT NAME	CONTRACTOR PRODUCT NUMBER
1.	CLAIMSHOP INTERFACE	BSCITPH00060
2.	CLAIMSHOP HOSPITAL GROUP CLAIMS	BSCITPH00070
3.	CLAIMSHOP EDIT ONLY CLAIMS	BSCITPH00170



Exhibit C (Fees; Contractor Professional Services Rates)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT C

FEES; CONTRACTOR PROFESSIONAL SERVICES RATES

This Exhibit C (Fees; Contractor Professional Services Rates) is incorporated into and is a critical element of the Managed Care Core Systems Agreement dated as of the Effective Date (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Allscripts Healthcare Solutions, Inc. (“**Contractor**”). Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. INTRODUCTION

The fundamental premise of the fee and pricing structure under the Agreement is that all elements of the MCCS, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, Hosting Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work are paid for only in the amount, and solely through the contractually specified mechanisms for payment of the fees (the “**Authorized Billing and Payment Mechanisms**”) set forth in this Exhibit C (Fees; Contractor Professional Services Rates), regardless of whether or not all costs or expenses to Contractor of providing a specific task, Deliverable, Service or other element under the Agreement can be directly traced to, or are captured by, an Authorized Billing and Payment Mechanism, each described in Section 2 (Authorized Billing And Payment Mechanisms). It is understood and agreed by the Parties that the total amount to be paid by County under the Agreement cannot exceed the Contract Sum unless the Contract Sum is modified pursuant to a duly Approved Amendment to the Agreement by the Board and Contractor’s authorized representative(s) pursuant to Section 13 (Changes to Agreement) of the Agreement. The Contract Sum is the maximum amount that could be paid under the Agreement, but is not a commitment to spend sums allocated under the Contract Sum for Optional Work.

As set forth in Section 14.1 (Maximum Contract Sum) of the Agreement:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, services and other Services required or requested by County under and during the Term of this Agreement. If County does not approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Twenty One Million, Two Hundred Four Thousand, Seven Hundred Twenty Four Dollars (\$21,204,724) as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County’s and Contractor’s authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the MCCS, including the Licensed Software, Hosting Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Contractor costs, including Contractor overhead, profit margin, and all costs of services, product, and goods delivery within the definition of Services. The Contract Sum is the total

amount that is allocated by County for payment under this Agreement, but is not the amount to be paid to Contractor under this Agreement. In the absence of an Approved Growth Event the Approval by County of Optional Work, an Amendment approving additional M CCS capabilities, and assuming no COLA adjustment is required; the maximum amount to be paid to Contractor over the Term under this Agreement is Eighteen Million, Seven Hundred Forty Thousand, Two Hundred and Ninety-Five Dollars (\$18,740,295).

Exhibit C.8 (Summary of Licensed Software Pricing by Module) provides a summary of pricing by Module of the M CCS.

2. AUTHORIZED BILLING AND PAYMENT MECHANISMS

There are only six (6) Authorized Billing and Payment Mechanisms for payment of the fees under this Agreement. Each of these is detailed in this Section 2 (Authorized Billing and Payment Mechanisms) of Exhibit C (Fees; Contractor Professional Services Rates) and listed as follows:

1. Milestone Payments
2. Recurring Monthly Fees
3. Approved Growth Event
4. Optional Work
5. Amendment
6. Cost of Living Adjustment

Contractor cannot invoice County under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and will not be entitled to, and will not receive, any payment, except as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing and Payment Mechanisms).

2.1 MILESTONE PAYMENTS

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the Milestone payment structure Exhibit C.6 (Key Milestones and Key Deliverables Table) and amounts (“**Milestone Payments**”) set forth in Exhibit C.2 (Milestone Payments Table). The Milestone Payments amount as of the Effective Date of One Million, Eight Hundred Forty-One Thousand, Nine Hundred Seventeen Dollars (\$1,841,917) through the Productive Use of the Licensed Software is fixed and is not subject to change except in the event of an Approved Growth Event described below, and collectively referred to as “**Authorized Modifications to Milestone Payments**”. The Milestone Payments were negotiated between Contractor and County as a material condition under this Agreement and for the period from the Effective Date through the payment of the last Milestone Payment are to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Implementation Services, Support Services prior to its transition to Recurring Monthly Fees, one-time costs as to Hosting Services, and Hosting Hardware. Specified components of the Services (e.g. Hosting Services), and Licensed Software, and Third Party Products (e.g., content subscriptions) included in the Milestone Payments will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees upon

Productive Use of the Licensed Software (these items are highlighted on Exhibit C.3 (Pricing Spreadsheet) both individually and collectively as “**Milestone Payments Items That Transition**”).

The Milestone Payments are to be paid in accordance with the Agreement. Sections 14.3 (Implementation Services) and 15 (Invoices and Payments) most directly address the Milestone Payments, though relevant issues such as Acceptance, are addressed throughout the Agreement. Exhibit C.2 (Milestone Payments Table) identifies the Key Milestones; the Key Milestone Allocation; the Key Milestone Scheduled Duration; the Monthly Key Milestone Payment; the Holdback Amount as to each Monthly Key Milestone Payment; the Key Deliverables associated with each Key Milestone; and the Credit Due Date for each Key Deliverable. As to items marked on Exhibit C.3 (Pricing Spreadsheet) as Milestone Payments Items That Transition, if Productive Use of the Licensed Software does not occur on or before 16 months from Project Initiation and County has not provided notice to Contractor of a material breach of the entire Agreement, such items will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees. Notwithstanding the payment dates and amounts in the supporting exhibits of this Exhibit C (Fees; Contractor Professional Services Rates), the payment dates and amounts are subject to the provisions of the Agreement and the timing may otherwise be adjusted to accommodate Approved modifications to Exhibit A.1 (Project Work Plan).

The Parties understand and agree that there is no concept of a financial change order applicable to the Agreement, except as expressly provided for with regard to Optional Work or Pool Dollars that are derived from one of the Authorized Billing and Payment Mechanisms. The limitations on the concept of a financial change order are intentional and are designed to ensure that the fixed fee elements of the Agreement remain unchanged and predictable throughout the Term.

As to Milestone Payments, in the absence of an Approved Growth Event, there can be no change to the Milestone Payments.

2.2 RECURRING MONTHLY FEES

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the timing and amounts of the Recurring Monthly Fees. The total Recurring Monthly Fees amount as of the Effective Date of One Hundred Thirty-Six Thousand, Two Hundred Sixty-Five Dollars (\$136,265) as reflected on Exhibit C.2 (Milestone Payments Table) under Total Recurring Monthly Fees through the Initial Support Term are fixed and are not subject to change except in the event of an Approved Growth Event. The Recurring Monthly Fees amount as of the Effective Date of One Hundred Thirty-Six Thousand, Two Hundred Sixty-Five Dollars (\$136,265) from the first Renewal Term through the Term are fixed and are not subject to change except in the event of (1) an Approved Growth Event, or (2) a Cost of Living Adjustment. The Recurring Monthly Fees were negotiated between Contractor and County as a material condition under this Agreement to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), excluding Claimshop Transactions (described below in Section 2.2.1), Third-Party Products, Services (Includes Implementation Services, Support Services, Hosting Services), Hosting Hardware, Hosting Software, and Hosting Environment; subject only to the Authorized Billing and Payment Mechanisms.

2.2.1 Transactional Pricing for Claimshop Usage

Claimshop usage shall be compensated based on the County’s actual monthly volume of processed hospital/institutional and professional claims by Claimshop, on the basis of prevailing rates described in Table 1 (Claimshop Transaction Rates) below, with a not-to-exceed total of Three Hundred and Fifty-

Nine, Four Hundred and Six Dollars (\$359,406) for the Term of the Agreement (“**Claimshop Transaction Allocation**”). For avoidance of doubt, County is liable only for claims that achieve final disposition (i.e., an outcome of claims payment or rejection). At the end of each calendar month, Contractor shall furnish the County with a detailed report indicating the number of claims processed by Claimshop, separated by Claimshop Transaction Type, and pertinent details, including final disposition, to substantiate and validate the billed Recurring Monthly Fee for Claimshop usage.

Table 1: Claimshop Transaction Rates

Claimshop Transaction Type	Description	Rate Per Claim
Hospital/Institutional Claims	<ul style="list-style-type: none"> • Pricer-Connect/Claimshop (Hospital Groupers) recognizes the following types of EZ-CAP Hospital claims for processing: <ul style="list-style-type: none"> ○ Hospital inpatient claims (DRG) ○ Hospital outpatient claims (APC) ○ Inpatient claims • By default, Pricer-Connect/Claimshop submits Hospital inpatient claims and outpatient claims to Claimshop Pricer. • Pricer-Connect/Claimshop also includes an optional feature for designating selected contracts (by Health Plan, or by Health Plan and Benefit Option) whose outpatient claims will be submitted to the Claimshop Pricer. 	<div style="background-color: black; width: 40px; height: 20px; margin: 0 auto;"></div>
Professional Claims	<ul style="list-style-type: none"> • Pricer-Connect/Claimshop submits said claims to the Claimshop Pricer. • The Claimshop Pricer will calculate and price the amounts at the claim service detailed line level. Claimshop stores these price amounts in the “Contract Value” field of the each corresponding service detail line of the claim. 	<div style="background-color: black; width: 40px; height: 20px; margin: 0 auto;"></div>

Contractor shall notify County Key Personnel identified in Exhibit X (County Key Personnel) when seventy-five percent (75%) of the Claimshop Transaction Allocation has been reached. In the absence of County providing notice that additional funds are available to County before ninety-five percent (95%) of the Claimshop Transaction Allocation has been reached, Contractor shall not be obligated to continue providing the Claimshop service. County will be entitled to adjust the Claimshop Transaction Allocation via Pool Dollars.

2.3 APPROVED GROWTH EVENT

Except as provided through application of another Authorized Billing and Payment Mechanism there is no additional fee or charge to County for increasing the volume of its use of the MCCS as authorized under the Agreement unless the County increases the membership tier level of the members per month from the current tier to a higher tier (referred to as an “**Approved Growth Event**”).

The fees to be paid by County to Contractor for an Approved Growth Event are set forth in Exhibit C.4 (Approved Growth Event Pricing).

2.4 OPTIONAL WORK AND DISCOUNTS

- (a) Payment of Optional Work shall be as set forth in Sections 9.8 (Optional Work) and 14.6 (Implementing Optional Work) and, as to Professional Services, at the Professional Service Rates for Optional Work set forth in Exhibit C.7 (Contractor Professional Services Rate Card).
- (b) The Agreement allocates a maximum amount of Two Million, Four Hundred Sixty-Four Thousand, Four Hundred Twenty-Nine Dollars (\$2,264,429) as Pool Dollars. Pool Dollars may be used for payment of Optional Work. Following acquisition of Optional Work using Pool Dollars, Exhibit C.10 (Pool Dollars) shall be updated by County to reflect the remaining balance of Pool Dollars.
- (c) The discount percentage to be applied to New Software pursuant to Section 14.6.1 (New Software) of the Agreement shall be [REDACTED] of the price for such New Software that would otherwise be applicable to County’s use as determined by utilizing Contractor’s standard pricing metrics for the applicable New Software.

2.5 AMENDMENTS

Amendments to the Agreement are governed by Section 13.4 (Amendments) of the Agreement.

2.6 COST OF LIVING ADJUSTMENTS

The COLA adjustment, if any, during the Support Renewal Term, shall be governed Section 14.9 (Cost Of Living Adjustment) of the Agreement.

3. HOSTING SERVICES ASSUMPTIONS REGARDING INFRASTRUCTURE DOMAINS

The Hosting Services are provided with the assumption that only the following five (5) infrastructure domains will be provided by Contractor.

Infrastructure Domain	Infrastructure Domain Description
Production Infrastructure Domain	One (1) Production Infrastructure Domain available in accordance with the Implementation Services and Exhibit A.1 (Project Work Plan) and continuing through the Support Term.
Certification Infrastructure Domain (Non-Production)	One (1) Certification Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.1 (Project Work Plan) and continuing through the Support Term. This Infrastructure Domain utilizes a reference data copy of the Production Infrastructure Domain and does not include a full copy of the Production Infrastructure Domain. (Note: The certification domain is used for ongoing testing and end-user training.)
Build Infrastructure Domain (Non-Production)	One (1) Build Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.1 (Project Work Plan) and continuing through the Support Term. This Infrastructure Domain utilizes a reference data copy of the Production Infrastructure Domain and does not include a full copy of the Production Infrastructure

	Domain.
Training Infrastructure Domain (Non-Production)	One (1) Training Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.1 (Project Work Plan) and continuing through the Support Term. This Infrastructure Domain utilizes a reference data copy of the appropriate source Infrastructure Domain and does not include a full copy of the Production Infrastructure Domain.
Mock Infrastructure Domain (Non-Production)	One (1) Mock Infrastructure Domain (Non-Production) to support the implementation of Mock Upgrades available in accordance with the Implementation Services and Exhibit A.1 (Project Work Plan) and continuing through the Support Term. This Infrastructure Domain utilizes a reference data copy of the Production Infrastructure Domain and does not include a full copy of the Production Infrastructure Domain.



Exhibit C.1 (Optional Work)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT C.1**OPTIONAL WORK**

This Exhibit C.1 (Optional Work) is incorporated into and is a critical element of the Managed Care Core Systems Agreement dated as of the Effective Date (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Allscripts Healthcare Solutions, Inc. (“**Contractor**”). This Exhibit C.1 (Optional Work) sets forth the Optional Work provided by Contractor in accordance with the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. ADDITIONAL SOFTWARE

No.	PRODUCT NAME	CONTRACTOR PRODUCT NUMBER	QUANTITY	ONE-TIME IMPLEMENTATION FEE	RECURRING MONTHLY FEE
1.	EZ-PARTNER API	BSCITPH00050	1	\$32,400	\$4,650
2.					
3.					



Exhibit C.2 (Milestone Payments)

to the

Managed Care Core System

Software License, Support and Services Agreement

		Contract Initiation Event	Completion of Project Initiation	Complete Design	Complete Build	Complete Test	Productive Use	Final Acceptance by County	Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
Milestone Allocation		10%	6%	22%	22%	10%	15%	15%				
Total Milestone Payments												
Milestone Duration per Project Work Plan (Months)		2	3	3	2	1	1	4				
Milestone Monthly Payment		78,281	31,313	114,813	172,219	156,563	234,844	276,288				
Milestone Holdback Amount (15%)		27,629	16,577	60,783	60,783	27,629	41,443					
Key Deliverables		See Exhibit C.6	See Exhibit C.6	See Exhibit C.6	See Exhibit C.6	See Exhibit C.6	See Exhibit C.6	See Exhibit C.6				
8/1/2016	Month 1	78,281										
9/1/2016	Month 2	78,281										
Key Milestone Approval - Contract Initiation Event		27,629										
10/1/2016	Month 3		31,313									
11/1/2016	Month 4		31,313									
12/1/2016	Month 5		31,313									
Key Milestone Approval - Completion of Project Initiation			16,577									
1/1/2017	Month 6			114,813								
2/1/2017	Month 7			114,813								
3/1/2017	Month 8			114,813								
Key Milestone Approval - Complete Design				60,783								
4/1/2017	Month 9				172,219							
5/1/2017	Month 10				172,219							
Key Milestone Approval - Complete Build					60,783							
6/1/2017	Month 11					156,563						
Key Milestone Approval - Complete Test						27,629						
7/1/2017	Month 12						234,844					
Key Milestone Approval - Productive Use							41,443					

		Contract Initiation Event	Completion of Project Initiation	Complete Design	Complete Build	Complete Test	Productive Use	Final Acceptance by County	Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
8/1/2017	Month 13								26,693	20,100		
9/1/2017	Month 14								26,693	20,100		
10/1/2017	Month 15								26,693	20,100		
11/1/2017	Month 16								26,693	20,100		
Key Milestone Approval - Final Acceptance by County								276,288				
12/1/2017	Month 17								83,810	44,205		8,250
1/1/2018	Month 18								83,810	44,205		8,250
2/1/2018	Month 19								83,810	44,205		8,250
3/1/2018	Month 20								83,810	44,205		8,250
4/1/2018	Month 21								83,810	44,205		8,250
5/1/2018	Month 22								83,810	44,205		8,250
6/1/2018	Month 23								83,810	44,205		8,250
7/1/2018	Month 24								83,810	44,205		8,250
8/1/2018	Month 25								83,810	44,205		8,250
9/1/2018	Month 26								83,810	44,205		8,250
10/1/2018	Month 27								83,810	44,205		8,250
11/1/2018	Month 28								83,810	44,205		8,250
12/1/2018	Month 29								83,810	44,205		8,250
1/1/2019	Month 30								83,810	44,205		8,250
2/1/2019	Month 31								83,810	44,205		8,250
3/1/2019	Month 32								83,810	44,205		8,250
4/1/2019	Month 33								83,810	44,205		8,250
5/1/2019	Month 34								83,810	44,205		8,250
6/1/2019	Month 35								83,810	44,205		8,250
7/1/2019	Month 36								83,810	44,205		8,250
8/1/2019	Month 37								83,810	44,205		8,250
9/1/2019	Month 38								83,810	44,205		8,250
10/1/2019	Month 39								83,810	44,205		8,250
11/1/2019	Month 40								83,810	44,205		8,250

		Contract Initiation Event	Completion of Project Initiation	Complete Design	Complete Build	Complete Test	Productive Use	Final Acceptance by County	Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
12/1/2019	Month 41								83,810	44,205		8,250
1/1/2020	Month 42								83,810	44,205		8,250
2/1/2020	Month 43								83,810	44,205		8,250
3/1/2020	Month 44								83,810	44,205		8,250
4/1/2020	Month 45								83,810	44,205		8,250
5/1/2020	Month 46								83,810	44,205		8,250
6/1/2020	Month 47								83,810	44,205		8,250
7/1/2020	Month 48								83,810	44,205		8,250
8/1/2020	Month 49								83,810	44,205		8,250
9/1/2020	Month 50								83,810	44,205		8,250
10/1/2020	Month 51								83,810	44,205		8,250
11/1/2020	Month 52								83,810	44,205		8,250
12/1/2020	Month 53								83,810	44,205		8,250
1/1/2021	Month 54								83,810	44,205		8,250
2/1/2021	Month 55								83,810	44,205		8,250
3/1/2021	Month 56								83,810	44,205		8,250
4/1/2021	Month 57								83,810	44,205		8,250
5/1/2021	Month 58								83,810	44,205		8,250
6/1/2021	Month 59								83,810	44,205		8,250
7/1/2021	Month 60								83,810	44,205		8,250
8/1/2021	Month 61								83,810	44,205		8,250
9/1/2021	Month 62								83,810	44,205		8,250
10/1/2021	Month 63								83,810	44,205		8,250
11/1/2021	Month 64								83,810	44,205		8,250
12/1/2021	Month 65								83,810	44,205		8,250
1/1/2022	Month 66								83,810	44,205		8,250
2/1/2022	Month 67								83,810	44,205		8,250
3/1/2022	Month 68								83,810	44,205		8,250
4/1/2022	Month 69								83,810	44,205		8,250
5/1/2022	Month 70								83,810	44,205		8,250

		Contract Initiation Event	Completion of Project Initiation	Complete Design	Complete Build	Complete Test	Productive Use	Final Acceptance by County	Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
6/1/2022	Month 71								83,810	44,205		8,250
7/1/2022	Month 72								83,810	44,205		8,250
8/1/2022	Month 73								83,810	44,205		8,250
9/1/2022	Month 74								83,810	44,205		8,250
10/1/2022	Month 75								83,810	44,205		8,250
11/1/2022	Month 76								83,810	44,205		8,250
12/1/2022	Month 77								83,810	44,205		8,250
1/1/2023	Month 78								83,810	44,205		8,250
2/1/2023	Month 79								83,810	44,205		8,250
3/1/2023	Month 80								83,810	44,205		8,250
4/1/2023	Month 81								83,810	44,205		8,250
5/1/2023	Month 82								83,810	44,205		8,250
6/1/2023	Month 83								83,810	44,205		8,250
7/1/2023	Month 84								83,810	44,205		8,250
8/1/2023	Month 85								83,810	44,205		8,250
9/1/2023	Month 86								83,810	44,205		8,250
10/1/2023	Month 87								83,810	44,205		8,250
11/1/2023	Month 88								83,810	44,205		8,250
12/1/2023	Month 89								83,810	44,205		8,250
1/1/2024	Month 90								83,810	44,205		8,250
2/1/2024	Month 91								83,810	44,205		8,250
3/1/2024	Month 92								83,810	44,205		8,250
4/1/2024	Month 93								83,810	44,205		8,250
5/1/2024	Month 94								83,810	44,205		8,250
6/1/2024	Month 95								83,810	44,205		8,250
7/1/2024	Month 96								83,810	44,205		8,250
8/1/2024	Month 97								83,810	44,205		8,250
9/1/2024	Month 98								83,810	44,205		8,250
10/1/2024	Month 99								83,810	44,205		8,250
11/1/2024	Month 100								83,810	44,205		8,250

		Contract Initiation Event	Completion of Project Initiation	Complete Design	Complete Build	Complete Test	Productive Use	Final Acceptance by County	Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
Initial Support Term Total (Years 1-7)									7,040,040	3,713,220	-	693,000
12/1/2024	Month 101								83,810	44,205		8,250
1/1/2025	Month 102								83,810	44,205		8,250
2/1/2025	Month 103								83,810	44,205		8,250
3/1/2025	Month 104								83,810	44,205		8,250
4/1/2025	Month 105								83,810	44,205		8,250
5/1/2025	Month 106								83,810	44,205		8,250
6/1/2025	Month 107								83,810	44,205		8,250
7/1/2025	Month 108								83,810	44,205		8,250
8/1/2025	Month 109								83,810	44,205		8,250
9/1/2025	Month 110								83,810	44,205		8,250
10/1/2025	Month 111								83,810	44,205		8,250
11/1/2025	Month 112								83,810	44,205		8,250
12/1/2025	Month 113								83,810	44,205		8,250
1/1/2026	Month 114								83,810	44,205		8,250
2/1/2026	Month 115								83,810	44,205		8,250
3/1/2026	Month 116								83,810	44,205		8,250
4/1/2026	Month 117								83,810	44,205		8,250
5/1/2026	Month 118								83,810	44,205		8,250
6/1/2026	Month 119								83,810	44,205		8,250
7/1/2026	Month 120								83,810	44,205		8,250
8/1/2026	Month 121								83,810	44,205		8,250
9/1/2026	Month 122								83,810	44,205		8,250
10/1/2026	Month 123								83,810	44,205		8,250
11/1/2026	Month 124								83,810	44,205		8,250
12/1/2026	Month 125								83,810	44,205		8,250
1/1/2027	Month 126								83,810	44,205		8,250

		Contract Initiation Event	Completion of Project Initiation	Complete Design	Complete Build	Complete Test	Productive Use	Final Acceptance by County	Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
2/1/2027	Month 127								83,810	44,205		8,250
3/1/2027	Month 128								83,810	44,205		8,250
4/1/2027	Month 129								83,810	44,205		8,250
5/1/2027	Month 130								83,810	44,205		8,250
6/1/2027	Month 131								83,810	44,205		8,250
7/1/2027	Month 132								83,810	44,205		8,250
8/1/2027	Month 133								83,810	44,205		8,250
9/1/2027	Month 134								83,810	44,205		8,250
10/1/2027	Month 135								83,810	44,205		8,250
11/1/2027	Month 136								83,810	44,205		8,250
Renewal Support Terms Total (Years 7-10)									3,017,160	1,591,380	-	297,000
Term Total (Years 0-10)		184,192	110,515	405,222	405,222	184,192	276,288	276,288	10,163,972	5,385,000	-	990,000



Exhibit C.3 (Pricing Spreadsheet)

to the

Managed Care Core System

Software License, Support and Services Agreement

Milestone Payments Items That Transition are highlighted in blue below					
		Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
10 Year Term Total		\$10,057,200	\$5,304,600	-	\$ 990,000
Included in Milestone Payments					
8/1/2016	Month 1				
9/1/2016	Month 2				
10/1/2016	Month 3				
11/1/2016	Month 4				
12/1/2016	Month 5				
1/1/2017	Month 6				
2/1/2017	Month 7				
3/1/2017	Month 8				
4/1/2017	Month 9				
5/1/2017	Month 10				
6/1/2017	Month 11				
7/1/2017	Month 12 (Productive Use)				
8/1/2017	Month 13	26,693	20,100		
9/1/2017	Month 14	26,693	20,100		
10/1/2017	Month 15	26,693	20,100		
11/1/2017	Month 16 (Final Acceptance)	26,693	20,100		
12/1/2017	Month 17	83,810	44,205	-	8,250
1/1/2018	Month 18	83,810	44,205	-	8,250
2/1/2018	Month 19	83,810	44,205	-	8,250
3/1/2018	Month 20	83,810	44,205	-	8,250
4/1/2018	Month 21	83,810	44,205	-	8,250
5/1/2018	Month 22	83,810	44,205	-	8,250
6/1/2018	Month 23	83,810	44,205	-	8,250
7/1/2018	Month 24	83,810	44,205	-	8,250
8/1/2018	Month 25	83,810	44,205	-	8,250
9/1/2018	Month 26	83,810	44,205	-	8,250
10/1/2018	Month 27	83,810	44,205	-	8,250
11/1/2018	Month 28	83,810	44,205	-	8,250
12/1/2018	Month 29	83,810	44,205	-	8,250
1/1/2019	Month 30	83,810	44,205	-	8,250
2/1/2019	Month 31	83,810	44,205	-	8,250
3/1/2019	Month 32	83,810	44,205	-	8,250
4/1/2019	Month 33	83,810	44,205	-	8,250
5/1/2019	Month 34	83,810	44,205	-	8,250

Milestone Payments Items That Transition are highlighted in blue below					
		Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
6/1/2019	Month 35	83,810	44,205	-	8,250
7/1/2019	Month 36	83,810	44,205	-	8,250
8/1/2019	Month 37	83,810	44,205	-	8,250
9/1/2019	Month 38	83,810	44,205	-	8,250
10/1/2019	Month 39	83,810	44,205	-	8,250
11/1/2019	Month 40	83,810	44,205	-	8,250
12/1/2019	Month 41	83,810	44,205	-	8,250
1/1/2020	Month 42	83,810	44,205	-	8,250
2/1/2020	Month 43	83,810	44,205	-	8,250
3/1/2020	Month 44	83,810	44,205	-	8,250
4/1/2020	Month 45	83,810	44,205	-	8,250
5/1/2020	Month 46	83,810	44,205	-	8,250
6/1/2020	Month 47	83,810	44,205	-	8,250
7/1/2020	Month 48	83,810	44,205	-	8,250
8/1/2020	Month 49	83,810	44,205	-	8,250
9/1/2020	Month 50	83,810	44,205	-	8,250
10/1/2020	Month 51	83,810	44,205	-	8,250
11/1/2020	Month 52	83,810	44,205	-	8,250
12/1/2020	Month 53	83,810	44,205	-	8,250
1/1/2021	Month 54	83,810	44,205	-	8,250
2/1/2021	Month 55	83,810	44,205	-	8,250
3/1/2021	Month 56	83,810	44,205	-	8,250
4/1/2021	Month 57	83,810	44,205	-	8,250
5/1/2021	Month 58	83,810	44,205	-	8,250
6/1/2021	Month 59	83,810	44,205	-	8,250
7/1/2021	Month 60	83,810	44,205	-	8,250
8/1/2021	Month 61	83,810	44,205	-	8,250
9/1/2021	Month 62	83,810	44,205	-	8,250
10/1/2021	Month 63	83,810	44,205	-	8,250
11/1/2021	Month 64	83,810	44,205	-	8,250
12/1/2021	Month 65	83,810	44,205	-	8,250
1/1/2022	Month 66	83,810	44,205	-	8,250
2/1/2022	Month 67	83,810	44,205	-	8,250
3/1/2022	Month 68	83,810	44,205	-	8,250
4/1/2022	Month 69	83,810	44,205	-	8,250
5/1/2022	Month 70	83,810	44,205	-	8,250
6/1/2022	Month 71	83,810	44,205	-	8,250
7/1/2022	Month 72	83,810	44,205	-	8,250

Milestone Payments Items That Transition are highlighted in blue below					
		Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
8/1/2022	Month 73	83,810	44,205	-	8,250
9/1/2022	Month 74	83,810	44,205	-	8,250
10/1/2022	Month 75	83,810	44,205	-	8,250
11/1/2022	Month 76	83,810	44,205	-	8,250
12/1/2022	Month 77	83,810	44,205	-	8,250
1/1/2023	Month 78	83,810	44,205	-	8,250
2/1/2023	Month 79	83,810	44,205	-	8,250
3/1/2023	Month 80	83,810	44,205	-	8,250
4/1/2023	Month 81	83,810	44,205	-	8,250
5/1/2023	Month 82	83,810	44,205	-	8,250
6/1/2023	Month 83	83,810	44,205	-	8,250
7/1/2023	Month 84	83,810	44,205	-	8,250
8/1/2023	Month 85	83,810	44,205	-	8,250
9/1/2023	Month 86	83,810	44,205	-	8,250
10/1/2023	Month 87	83,810	44,205	-	8,250
11/1/2023	Month 88	83,810	44,205	-	8,250
12/1/2023	Month 89	83,810	44,205	-	8,250
1/1/2024	Month 90	83,810	44,205	-	8,250
2/1/2024	Month 91	83,810	44,205	-	8,250
3/1/2024	Month 92	83,810	44,205	-	8,250
4/1/2024	Month 93	83,810	44,205	-	8,250
5/1/2024	Month 94	83,810	44,205	-	8,250
6/1/2024	Month 95	83,810	44,205	-	8,250
7/1/2024	Month 96	83,810	44,205	-	8,250
8/1/2024	Month 97	83,810	44,205	-	8,250
9/1/2024	Month 98	83,810	44,205	-	8,250
10/1/2024	Month 99	83,810	44,205	-	8,250
11/1/2024	Month 100	83,810	44,205	-	8,250
12/1/2024	Month 101	83,810	44,205	-	8,250
1/1/2025	Month 102	83,810	44,205	-	8,250
2/1/2025	Month 103	83,810	44,205	-	8,250
3/1/2025	Month 104	83,810	44,205	-	8,250
4/1/2025	Month 105	83,810	44,205	-	8,250
5/1/2025	Month 106	83,810	44,205	-	8,250
6/1/2025	Month 107	83,810	44,205	-	8,250
7/1/2025	Month 108	83,810	44,205	-	8,250
8/1/2025	Month 109	83,810	44,205	-	8,250
9/1/2025	Month 110	83,810	44,205	-	8,250

Milestone Payments Items That Transition are highlighted in blue below					
		Licensed Software	Hosting Services	Maintenance & Support	Platinum Application Support
10/1/2025	Month 111	83,810	44,205	-	8,250
11/1/2025	Month 112	83,810	44,205	-	8,250
12/1/2025	Month 113	83,810	44,205	-	8,250
1/1/2026	Month 114	83,810	44,205	-	8,250
2/1/2026	Month 115	83,810	44,205	-	8,250
3/1/2026	Month 116	83,810	44,205	-	8,250
4/1/2026	Month 117	83,810	44,205	-	8,250
5/1/2026	Month 118	83,810	44,205	-	8,250
6/1/2026	Month 119	83,810	44,205	-	8,250
7/1/2026	Month 120	83,810	44,205	-	8,250
8/1/2026	Month 121	83,810	44,205	-	8,250
9/1/2026	Month 122	83,810	44,205	-	8,250
10/1/2026	Month 123	83,810	44,205	-	8,250
11/1/2026	Month 124	83,810	44,205	-	8,250
12/1/2026	Month 125	83,810	44,205	-	8,250
1/1/2027	Month 126	83,810	44,205	-	8,250
2/1/2027	Month 127	83,810	44,205	-	8,250
3/1/2027	Month 128	83,810	44,205	-	8,250
4/1/2027	Month 129	83,810	44,205	-	8,250
5/1/2027	Month 130	83,810	44,205	-	8,250
6/1/2027	Month 131	83,810	44,205	-	8,250
7/1/2027	Month 132	83,810	44,205	-	8,250
8/1/2027	Month 133	83,810	44,205	-	8,250
9/1/2027	Month 134	83,810	44,205	-	8,250
10/1/2027	Month 135	83,810	44,205	-	8,250
11/1/2027	Month 136	83,810	44,205	-	8,250



Exhibit C.4 (Approved Growth Event Pricing)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT C.4

APPROVED GROWTH EVENT PRICING

	MEMBERSHIP TIERS	MEMBERSHIP RANGE	MONTHLY INCREMENTAL FEES FOR ONGOING MAINTENANCE AND OPERATIONS SERVICES
1.	0-10% Above Membership	[REDACTED]	\$0
2.	More than 10% Above Membership	[REDACTED]	.193/PMPM ¹

¹ PMPM = per member per month



Exhibit C.6 (Key Milestones & Key Deliverables Table)

to the

Managed Care Core System

Software License, Support and Services Agreement

ID	Key Milestone			No.	Section Name Deliverable Name
	No.	Milestone Name	Milestone Allocation of Fixed Fees		
1	1	Contract Initiation Event	10%	5.1	Project Management, Planning, Coordination and Task Integration
2				1.1	Project Control Document Framework
3				1.2	Project Work Plan
4				1.3	Error Management Plan
5				1.4	Project Communications Plan
6				1.5	Risk Management Plan
7				1.6	Project Staffing and Resource Management Plan
8				1.7	Configuration and Technology Change Management Plan
9				1.8	Issues Management Plan
10				1.9	Quality Management Plan
11				1.10	Project Control Document
12	2	Completion of Project Initiation	6%	5.1	Project Management, Planning, Coordination and Task Integration
13				2.1	Technical Assessment
14				2.2	Technology Plan
15				3.1	Training Plan
16				4.1	Testing Plan
17				5.1	Project Kickoff
18				5.4	Security
19				1.1	Initiation Session for Security Workgroup
20				2.1	Security Objectives and Protection Requirements
21				2.2	System Security Plan
22				3.1	Monitoring and Auditing Infrastructure and Processes
23				3.2	Security Monitoring and Auditing Tools
24				4.1	User Security Profiles Document
25				4.2	User Roles and Authorizations
26				4.3	User Roles and Authorizations Populate To Production Environment
27	3	Complete Design	22%	5.2	Design, Build, and Test of Licensed Software and M CCS
28				1.1	Design and Build Workgroup Initiation Session
29				2.1	List of County Systems and Operations for Workflow Assessment
30				2.2	Workflow Assessment
31				2.3	Risks and Opportunities Documentation
32				3.1	System Review Session Documents
33				3.2	System Review Data Collection
34				4.1	Design Review Session
35				4.2	System Design Data Collection

ID	Key Milestone			No.	Section Name Deliverable Name
	No.	Milestone Name	Milestone Allocation of Fixed Fees		
36				4.3	Final Detailed Design Document
43	4	Complete Build	22%	5.2	Design, Build, and Test of Licensed Software and MCCS
44				5.1	Initial Partial System Build Specification (Using the Design Decision and Data Collection Tools and Other Documentation as Necessary)
45				5.2	Initial Partial System Build
46				6.1	System Validation
47				6.2	Test Scripts and Test Data for Unit and System Testing
48				7.1	Complete System Build for Licensed Software
49				7.2	Resolved Defects and Implement Approved-Change Requests
50				7.3	Tested Complete System Build Ready For Integration Testing
37				5.8	Maintenance and Operations
38				1.1	Production Support Plan
39				1.2	MCCS and User Documentation
40				1.3	Contractor Notification Process for Security Issues
41				1.4	Contractor Process for Notifying County of Issues and Events Impacting Operations
42				1.5	Requirements for Systems, Tools, and Interfaces for IT Service Management
51	5	Complete Test	10%	5.2	Design, Build, and Test of Licensed Software and MCCS
52				8.1	Test Plan
53				9.1	Test Tools, Test Environments and Training
54				10.1	Test Scripts, Test Scenarios, Test Cycles, and Common Test Data
55				11.1	Integration Test Scripts, Test Scenarios, Test Cycles, and Common Test Data
56				11.2	Completed Integration Testing
57				12.1	User Acceptance Test Scripts, Test Scenarios, Test Cycles, and Common Test Data
58				12.2	User Acceptance Testing
59				13.1	Regression Test Scripts, Test Scenarios, Test Cycles, and Common Test Data
60				13.2	Completed Regression Testing
61				14.1	Load Test Scripts, Test Scenarios, Test Cycles, and Common Test Data
62				14.2	Completed Loading Testing
63				5.3	Interfaces
64				1.1	Interfaces Current State Assessment
65				1.2	Interfaces Implementation Plan Document
66				2.1	Functional and Technical Specifications for Interfaces
67				2.2	Interface Test Plan
68				3.1	Tested Interfaces
69				5.8	Maintenance and Operations

ID	Key Milestone			No.	Section Name Deliverable Name
	No.	Milestone Name	Milestone Allocation of Fixed Fees		
70				3.1	Hosting Services Delivery Document
71	6	Productive Use	15%	5.5	Develop and Document Run-Out Plan
				1.1	Data Run-Out Plan
77				5.6	Training Program
78				1.1	Training Program
79				2.1	Training Schedule
80				3.1	Training Materials
81				4.1	Implementation Team Training
82				5.1	Deployment Help Desk Scripts
83				5.2	Support Training
84				5.7	MCCS Deployment
85				2.1	Successful Deployment
86	7	Acceptance	15%	5.1	Project Management, Planning, Coordination and Task Integration
87				8.1	Project Closeout Checklist
88				8.2	Project Close-out
89				5.7	MCCS Deployment
90				3.1	Post-Deployment Support
91				4.1	Performance Verification Activities



Exhibit C.7 (Contractor Professional Services Rate Card)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT C.7

CONTRACTOR PROFESSIONAL SERVICES RATE CARD

	JOB TITLE	FIRM FIXED HOURLY LABOR RATE
1.	Technical Services: Infrastructure Support	
2.	Application Programmer	
3.	Product Administration / Business Analyst	
4.	Testing and Quality Assurance	
5.	Project Manager	
6.	Trainer	
7.	Interface Developer	
8.	Software Developer	



Exhibit C.8 (Summary of Licensed Software Pricing by Module)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT C.8

SUMMARY OF LICENSED SOFTWARE PRICING BY MODULE

	MODULE	TOTAL LICENSED SOFTWARE FEE
1.	EZ-CAP and EZ-EDI ¹	[REDACTED]
2.	EZ-NET Provider Portal ²	[REDACTED]
3.	ClaimShop	[REDACTED]
	Totals	[REDACTED]

[REDACTED]

[REDACTED]



Exhibit C.10 (Pool Dollars)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT C.10

POOL DOLLARS

CHANGE ORDER OR AMENDMENT NO.	EFFECTIVE DATE	INITIAL BALANCE OF POOL DOLLARS	ADJUSTED AMOUNT UNDER CHANGE ORDER OR AMENDMENT	REMAINING BALANCE OF POOL DOLLARS



Exhibit E (Service Levels and Performance Standards)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT E
SERVICE LEVELS AND PERFORMANCE STANDARDS

This Exhibit E (Service Levels and Performance Standards) describes the Service Levels to be achieved by Contractor regarding the Licensed Software and Hosting Services. Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the body of the Agreement.

1. HOSTING OBLIGATIONS

1.1 GENERAL REQUIREMENTS

In addition to the other obligations set forth in the Agreement and this Exhibit, Contractor shall do the following:

- Operate the Hosting Services on Servers owned and maintained by Contractor or the Hosting Provider on a 24x7x365 basis. “**Server**” shall mean the server(s) on which the Hosting Services will be hosted.
- Allow access to the Hosting Services over the Internet from the Hosting Environment facilities on a 24x7x365 basis and provide secure and confidential storage of all information transmitted to and from the Hosting Services. The Hosting Environment shall provide redundancy at all tiers of the Hosting Environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software.
- Supply hardware, security protocols, software and communications support structure to facilitate connection to the Internet in accordance with the requirements set forth herein.
- Maintain back-up Servers at Contractor Secondary Data Center in a geographically different site from where the Servers at Contractor Primary Data Center are located.
- Review security notifications and alerts relevant to the Hosting Environment (e.g., Contractor notifications of bugs, attacks, patches) and apply as appropriate to maintain the highest level of defense.

1.2 HOSTING PROVIDER

Contractor shall ensure the Hosting Provider complies with the terms of the Agreement, including the requirements of Exhibit N.1 (Hosting Services) and this Exhibit E. Contractor shall be jointly and severally liable for any breach by Hosting Provider of the Agreement, including the requirements of this Exhibit E and Exhibit N.1 (Hosting Services). “**Hosting Provider**” shall be MTS Healthcare or as otherwise agreed by the Parties in writing.

1.3 CHANGE OF HOSTING PROVIDER

In the event that, during the term of the Agreement, Contractor desires to transition to a new Hosting Provider, Contractor shall provide County with at least sixty (60) calendar days prior notice of the transition. Contractor shall reasonably cooperate with County in evaluating the security and performance of the proposed hosting service. County shall have thirty (30) calendar days from receipt of notice of the transition to reasonably object to the proposed new Hosting Provider. In the event of such objection, the Parties shall negotiate in good faith regarding alternate Hosting Providers. If the Parties are unable to reach agreement within thirty (30) calendar days of receipt by Contractor of the objection, County may elect to terminate this Agreement without further obligation.

2. SERVICE MONITORING AND MANAGEMENT

Contractor will perform continuous monitoring and management of the Hosting Services to optimize Availability of Licensed Software and Hosting Services. Included within the scope of this section is the proactive monitoring of the Server and all service components of Contractor’s Hosting Environment and firewall for trouble on a 7 day by 24 hour by 365 day basis, and the expedient restoration of components when failures occur within the time period set forth in Section 7 (Service Outages). Contractor shall maintain County’s ability to monitor the Hosting Services network connectivity and key performance metrics through a system administration portal provided by Contractor. Contractor shall maintain redundancy in all key components such that Outages are less likely to occur due to individual component failures. Contractor will monitor “heartbeat” signals of all servers, routers, and leased lines, and HTTP availability of the Licensed Software and Hosting Services, by proactive probing at 30-second intervals 24 hours a day using an automated tool. If a facility does not respond to a ping-like stimulus, it shall be immediately checked again. When Contractor receives a “down” signal, or otherwise has knowledge of an Outage or Error (including, without limitation, any failure in the Server or application software and/or hardware used to provide the Service), Contractor Personnel will:

- Confirm (or disconfirm) the Outage by a direct check of the facility;
- If confirmed, take such action as may restore the service, or, if determined to be an internet service provider or telecom carrier problem, open a trouble ticket with the relevant companies;
- Notify County by telephone or pager according to mutually agreed upon procedures that an Outage has occurred, providing such details as may be available, including the Contractor trouble ticket number, if appropriate, and time of Outage;
- Work each Error until resolution, escalating to management or to engineering as required; and
- Notify County of final resolution, along with any pertinent findings or action taken, and request concurrence to close the trouble ticket.

3. BACKUPS

3.1 REGULAR BACK-UPS

Contractor shall provide for both the regular back-up of standard file systems relating to the Server, Licensed Software and Hosting Services, and the timely restoral of such data on request by County due to a site failure. In particular, Contractor shall:

- Perform weekly full back-ups;

- Perform daily incremental back-ups;
- Send back-up media to secured, off-site storage facilities with a thirty (30) calendar day rotation of media;
- Retain one full back-up per month for one (1) year;
- Fulfill restoral requests as directed by County due to site failures. Restoral will be performed within the interval of two (2) to four (4) hours dependent on the urgency of the request, and the agreed upon location of the desired backup media;
- If the hosting server or location is expected to be down for more than twenty-four (24) hours, Contractor shall immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location; and
- Periodically review and validate Contractor's backup procedures, and periodically validate the accuracy and integrity of the backup data. Contractor shall provide a written report of any inaccuracies and inconsistencies in a format approved by County.

3.2 DATA REPLICATION ACROSS DATA CENTERS

County Data shall be stored on redundant applications and database hardware in Contractor Primary Data Center and replicated to Contractor Secondary Data Center. Data security shall be provided by SSL encryption, IPsec encryption, multiple levels of virus protection intrusion prevention systems, multi-factor management authentication, enterprise firewalls, and filtering routers. Hosting Environment shall provide redundancy at all tiers of the environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software. There shall be no data loss due to environmental failures or any failure or corruption of any storage media (for example, catastrophic disk or drive failures), except for un-replicated/un-committed transactions. Contractor shall utilize replication, shadowing, and snap-shot technologies between physical systems and Hosting Environment. In the event of a significant Contractor Primary Data Center failure, a failover to the Contractor Secondary Data Center shall be completed. A restoration to the primary environment shall occur at a mutually agreeable time between the Contractor and County.

4. **SERVICE LEVELS**

4.1 SERVICE REQUEST TRACKING SYSTEM

(a) For use in responding to County's maintenance and Support Requests, Contractor shall maintain an automated Support Request Tracking System (“**SRTS**”) with a description of each Support Request, response, and status. Contractor shall regularly review and update all open Support Requests and follow up on unresolved Support Requests. Contractor will provide County “read only” access to the SRTS for County's separate review of all open and closed County Support Requests. Each Support Request shall be detailed in an Internet accessible Support Request report, in an exportable format agreed upon by County, and shall include the following information.

- Identification Number. An automatically assigned unique identification number, which shall be used to track, document and respond to inquiries relating to a specific Support Request;
- Date and Time. The date and time the Support Request was initiated, which shall be used to document and/or monitor overall response and resolution time;

- Person Initiating Service Request: The name, title, and telephone number of the person initiating the Support Request, who shall be the primary point of contact used for inquiries regarding the request, unless otherwise assigned by County Project Manager;
 - Call Taker. The name of Contractor Personnel taking the call or first receiving an electronically submitted Support Request;
 - Contractor Employee Currently Assigned. The name and title of the Contractor's employee currently managing the resolution;
 - Location. Facility and/or physical location where the problem occurred;
 - Problem Priority Level. The problem priority level as indicated by the reporting County staff and as further defined in Section 4.2 (Support Request Service Levels) of this Exhibit E;
 - Reference Number. The County-assigned reference number, if applicable;
 - Service Request Description. A detailed description of the problem or deficiency encountered or support requested;
 - Attached Documentation. The identification or description of, and, if available, copies of, documentation submitted by County with the Support Request to clarify the request, including screen prints, logs, report samples, etc.;
 - Service Request Type. The Support Request type (e.g., software change, deficiency, report request, etc.), as assigned by County which categorizes and specifies the type of request;
 - Service Request Subtype. The Support Request subtype (e.g., specific function to be changed, specific function that is deficient, type of report change requested, etc.), as assigned by County, as a subcategory of the Service Request Type defined in Section 4.2(a) (Support Requests) of this Exhibit E;
 - Resolution Description. The Contractor's analysis of the problem, and the proposed resolution (e.g., Update or other Enhancement);
 - Resolution Activity. The Contractor's resolution activities and activity dates to monitor resolution time (e.g., description of calls to and from Contractor and County, referrals to Contractor Personnel for correction or investigation, referrals to Third-Party Software vendor, coordination of Update or Enhancement releases, validation of correction prior to release to County, etc.);
 - Estimated Fix Date. The estimated date for Contractor to complete the Support Request;
 - Correction Applied Date. The date Contractor applied the correction; and
 - Resolution Status. The current status of the Support Request (e.g., open or closed).
- (b) Contractor shall maintain a historical knowledge base of Service-related problems to identify patterns and facilitate timely resolution.

4.2 SUPPORT REQUEST SERVICE LEVELS

Contractor shall Respond to and Resolve Support Requests as set forth below.

- (a) Support Requests. County shall classify its requests for Error Corrections consistent with the descriptions below. Each such request shall be referred to herein as a “**Support**

Request.” County shall notify Contractor of Support Requests via a Contractor-specified telephone number, email address, web-based SRTS, or other Contractor-provided mechanisms. All Contractor technical support personnel providing telephone support must do so in a manner such that the communication does not diminish County’s ability to effectively utilize the Licensed Software and Hosting Services or negatively impact the satisfaction of the users with the Licensed Software and Hosting Services. Such impacts could arise from technology issues such as delays or jitter in telecommunication lines, or the failure of the Contractor technical support personnel to be able to effectively communicate and otherwise demonstrate sufficient language skills as reasonably determined by County.

Support Request Classification	Description
Critical	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Potential patient care affected; • Data integrity at risk; • Material financial impact caused by the System; • Declared a Critical Support Request by the County CIO or designee; and/or • Widespread access interruptions.
High	<ul style="list-style-type: none"> • Primary workflow module failure that materially impairs its performance; and/or • Data entry or access is materially impaired on a limited basis.
Medium	<ul style="list-style-type: none"> • System is operating with minor issues that can be addressed with a work around.
Low	<ul style="list-style-type: none"> • Request for assistance, information, or services that are routine in nature.

(b) Response Time Service Level. Response time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Responded to the Support Request. **“Respond”** means that Contractor has engaged on the Support Request; is working continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan; and has notified the County user originating the Support Request that such support has begun, in the manner requested by the user originating the Support Request (e.g., e-mail, phone) or, if a specific means of communication is not requested, using direct interactive (person to person) method of communication to achieve contact with such user (e.g., no email or automated voicemail).

Support Request Classification	Service Level Metric (Response Time)	Service Level Credits

Critical	100% (15) minutes	0.5% of Recurring Monthly Fees* for the initial service level failure and .05% of Recurring Monthly Fees* for each additional fifteen (15) minute increment that begins after the initial service level failure
High	100% (30) minutes	0.1% of Recurring Monthly Fees* for the initial service level failure and 0.01% of Recurring Monthly Fees* for each additional fifteen (15) minute increment that begins after the initial service level failure

- (c) Resolution Time Service Level. Resolution time shall be measured from the time when Contractor receives the Support Request until the time Contractor has Resolved the Support Request. “**Resolve**” means that, as to Errors, Contractor has provided County the corresponding Error Correction and County has confirmed such Error Correction.

Support Request Classification	Service Level Metric (Resolution Time)	Service Level Credits
Critical	100% (4) hours	5% of Recurring Monthly Fees* for the initial service level failure and 0.5% of Recurring Monthly Fees* for first additional one (1) hour increment that begins after the initial service level failure and doubling for each additional (1) hour
High	100% (8) hours	2.5% of Recurring Monthly Fees* for the initial service level failure and 0.25% of Recurring Monthly Fees* for each additional one (1) hour increment that begins after the initial service level failure
Medium	100% (2) days	1% of Recurring Monthly Fees* for the initial service level failure and 0.1% of Recurring Monthly Fees* for each additional one (1) day increment that begins after the initial service level failure
Low	100% (5) days	0.5% of Recurring Monthly Fees* for the initial service level failure and 0.05% of Recurring Monthly Fees* for each additional one (1) day increment that begins after the initial service level failure

- (d) Escalation. With respect to any Critical Support Request, until Resolved, Contractor shall escalate that Support Request within sixty (60) minutes of receipt to the appropriate Contractor support personnel (as designated by Contractor), including, as applicable, Contractor’s SVP of Client Operations.

4.3 AVAILABILITY SERVICE LEVEL

The Licensed Software and Hosting Services shall be available for the percentage of the time each month of the term of the Agreement as set forth below.

Service Level Metric	Service Level Credits
<p>At a minimum, [REDACTED] Availability for the Licensed Software and Hosting Services in each calendar month of the term of the Agreement.</p> <p>“Availability” means the actual uptime expressed as a percentage of the Scheduled Uptime for the Licensed Software and Hosting Services (i.e., $\text{Availability \%} = ((\text{Scheduled Uptime} - \text{Downtime}) / (\text{Scheduled Uptime})) \times 100\%$).</p> <p>“Scheduled Uptime” means twenty-four (24) hours each day, seven (7) days per week, excluding regular maintenance windows between the hours of 1:00 a.m. and 5:00 a.m. Pacific Time on Sundays, or as otherwise agreed in writing by the Parties. Notwithstanding anything herein, Contractor shall ensure that the Licensed Software and Hosting Services remain Available For Use during the foregoing maintenance windows to the extent reasonably practicable.</p> <p>“Downtime” means the aggregate duration of Outages for the Licensed Software and Hosting Services during the applicable Scheduled Uptime during a calendar month.</p> <p>“Outage” means any time during which the Licensed Software and Hosting Services (or any portion thereof) is not Available For Use during a calendar month, measured from the earliest point in time that such Outage is or reasonably</p>	<p>In the event [REDACTED] Availability for the Licensed Software and Hosting Services is not achieved, but at least 99.6% Availability for the Licensed Software and Hosting Services is achieved, then the credits shall be incurred as follows:</p> <p>5% of monthly Licensed Software and Hosting Services fees for the first month, and</p> <p>10% of monthly Licensed Software and Hosting Services fees for the second consecutive month, and</p> <p>15% of monthly Licensed Software and Hosting Services fees for the third consecutive month and each consecutive month thereafter.</p> <p>In the event at least 99.6% Availability for the Licensed Software and Hosting Services is not achieved, then the credits shall be incurred as follows:</p> <p>10% of monthly Licensed Software and Hosting Services fees for the first month, and</p> <p>20% of monthly Licensed Software and Hosting Services fees for the second consecutive month, and</p> <p>30% of monthly Licensed Software and</p>

<p>should be detected by Contractor, but in any event no later than the time the Outage actually occurred. An Outage is an Error.</p> <p>“Unplanned Downtime” shall mean an Outage that is not the result of a regularly scheduled or other scheduled maintenance window.</p> <p>“Available For Use” shall mean the ability of the Licensed Software and Hosting Services to be utilized or accessed by County as contemplated under the Agreement(s), including conformance to the Specifications, and without material degradation of performance.</p>	<p>Hosting Services fees for the third consecutive month and each consecutive month thereafter.</p> <p>Contractor shall have an earnback opportunity with respect to Service Level Credits for the Hosting Services Availability service level as follows:</p> <p>In the event a Service Level Credit accrues because this Licensed Software and Hosting Services Availability level is not achieved in a given month, then in the event this Licensed Software and Hosting Services Availability level is achieved in the next three (3) consecutive months, Contractor will earnback the Service Level Credit, whether accrued or paid, for the initial Licensed Software and Hosting Services Availability level failure.</p>
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4.4 UNPLANNED DOWNTIME SERVICE LEVEL

Contractor shall track and report monthly to County each Unplanned Downtime. The Unplanned Downtime Service Level is set forth below.

Service Level Metric	Service Level Credits
No Unplanned Downtime Errors in any month	None
First Unplanned Downtime Error in any month	1% of Recurring Monthly Fee
Second Unplanned Downtime Error in any month	2% of Recurring Monthly Fee
Third Unplanned Downtime Error in any month	3% of Recurring Monthly Fee
Fourth or more Unplanned Downtime Error in any month	4% of Recurring Monthly Fee

4.5 LICENSED SOFTWARE RESPONSE TIMES AND HOSTING SERVICES REPONSE TIMES

Contractor represents and warrants that the Licensed Software Response Times for the Licensed Software and Hosting Services operating in the County IT environment between 8 a.m. and 5 p.m. (**“Peak Hours”**) Pacific Time shall be:

Transaction	Service Level Metric	Service Level Credits
User login	██████████	3% of Recurring Monthly Fees
Member search by name	██████████	3% of Recurring Monthly Fees

Transaction	Service Level Metric	Service Level Credits
Claim search by ID	██████████	3% of Recurring Monthly Fees
Provider search by name	██████████	3% of Recurring Monthly Fees
Case search by member name	██████████	3% of Recurring Monthly Fees

“**Licensed Software Response Time**” and “**Hosting Services Response Time**” shall be measured in the production environments (as applicable) by a Contractor-supplied program, and by clock, and shall be measured to the nearest one-tenth of a second for each transaction, commencing from the entry of the last character (or keystroke or by clicking on the enter button) of the user’s input until the first character of the next system prompt appears, the cursor moves to the next field, or the next first character of a responsive screen appears, whichever is appropriate, on the user’s computer or terminal.

Tests of Licensed Software Response Time and Hosting Services Response Time shall be conducted by Contractor over any two (2) hour period during Peak Hours every ten (10) business day(s) using a representative number of logged-on computers or terminals for the selected two (2) hour period, and running a representative sampling of applications then installed. Non-interactive or batch jobs such as report compilation, statement production and claim form production will not be included in a Licensed Software Response Time test or Hosting Services Response Time test. During the Licensed Software Response Time test and the Hosting Services Response Time test, no other software shall be resident on or operating with the specified hardware.

Contractor agrees to provide, at no cost to County, measurement tools capable of directly making all measurements necessary to apply the Licensed Software Response Time warranty and Hosting Services Response Time warranty in this Section.

4.6 REPORTING SERVICE LEVEL

Contractor shall be responsible for measuring and monitoring Service Level performance and shall provide County with monthly reports showing Service Level performance during the reporting period at a level of detail sufficient, as determined by County, to verify Contractor’s compliance with the applicable Service Levels. All monthly reports due under this Agreement are due on the tenth (10th) calendar day of the month following the month for which such report relates; provided, however, that if the tenth (10th) is a weekend or County holiday, such reports shall be due on the first (1st) County business day thereafter.

4.7 DATA RETURN SERVICE LEVEL

Contractor shall return all County Data in accordance with the requirements of this Agreement not later than thirty (30) calendar days after County’s request. Contractor shall provide access to such County Data by a secure FTP site or provide a copy of that data in a mutually agreed upon, commercially standard format.

Service Level Metric	Service Level Credits
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All County Data returned within thirty (30) calendar days after County’s request	\$5,000 per calendar day late
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4.8 SERVICE LEVEL AUDITS

County or its designee will have the right to audit Contractor’s measurement, monitoring, and reporting on all Service Levels, including providing County with access to the data used by Contractor to calculate its performance against the Service Levels and the measurement and monitoring tools and procedures utilized by Contractor to generate such data for purposes of audit and verification.

4.9 MEETINGS

Contractor and County shall meet monthly (unless otherwise mutually agreed to by the Parties) to review the status of open Support Requests, and discuss trends and issues relating to Support Requests and approaches to reducing the number of Support Requests as well as improving both County and Contractor responses to such Support Requests.

4.10 ADDITIONS, DELETIONS, AND MODIFICATIONS OF SERVICE LEVELS

After the initial six (6) months following the Effective Date, County may add, modify, or delete Service Levels by sending written notice to Contractor at least forty-five (45) days in advance; provided that, the total number of such notices (which notices may contain multiple changes) sent by County pursuant to this Section 4.10 (Additions, Deletions, and Modifications of Service Levels) shall not exceed two (2) in any contract year.

Service Levels shall be added in accordance with the following:

- (a) Where data exists for at least six (6) months from which measurements can be derived, County and Contractor shall review the measurement trends and the levels of quality that were attained during the measurement period and shall work together in good faith to mutually agree, and to establish the Service Level standard that Contractor will be required to meet; or
- (b) Where no such data exists, the Parties shall attempt in good faith to mutually agree during a thirty (30) day period on a Service Level standard using industry standard measures or third party vendor advisory services.
- (c) Credits related to added or modified Service Levels are to be agreed to by the Parties in writing.

5. SERVICE LEVEL FAILURES AND SERVICE LEVEL CREDITS

5.1 SERVICE LEVEL FAILURES

Failure to achieve any of the Service Levels described in Section 4 (Service Levels) of this Exhibit shall constitute a “**Service Level Failure**” and Contractor shall be liable for the Service Level Credits in the amounts set forth in Section 4 (Service Levels). Contractor shall not be responsible for any Service Level Failure caused by County or its agents. Contractor shall promptly notify County of any Service Level Failure.

5.2 SERVICE LEVEL CREDITS

Upon the occurrence of any Service Level Failure, Contractor shall issue to County a credit in the amount set forth in Section 4 (Service Levels) (“**Service Level Credit**”). If more than one (1) Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to County. In no event will the aggregate of all Service Level Credits arising as a result of failures by Contractor to perform its Support Services obligations in any month exceed fifteen percent (15%) of the amount of the Support Services fees otherwise payable for the most recent three (3) month period except for instances of Service Level Credits associated failures on “Critical” and “High” resolution time Service Levels and Data Return Service Level which will not exceed one hundred percent (100%) of the amount of the said Support Services fees. Contractor shall notify County in writing if County becomes entitled to a Service Level Credit, which notice shall be included in the monthly performance reports as described in this Exhibit.

The total amount of Service Level Credits that Contractor will be obligated to pay to County, with respect to Service Level Failure(s) occurring each month shall be reflected on the invoice issued in the second (2nd) month following the month during which the Service Level Failure(s) giving rise to such Service Level Credit(s) occurred. Notwithstanding the foregoing, the calculation of such Service Level Credit(s) shall be based on the credit amounts in effect, and the Support Services fees for, the month during which the Service Level Failure occurred. For example, the amount of Service Level Credits payable with respect to Service Level Failures occurring in August shall be set forth in the invoice issued in October, but shall be calculated using August data.

5.3 TERMINATION FOR CHRONIC SERVICE LEVEL FAILURES

In addition to its termination rights under the Agreement, County may, in its sole discretion, terminate the Agreement without further obligation to Contractor in the event Contractor fails to achieve any of the required Service Levels two (2) times in any two (2) consecutive month period, or three (3) times in any five (5) month period.

6. CORRECTIVE ACTION PLAN

In the event two (2) or more Critical Support Requests occur in any thirty (30) calendar day period during the Term of the Agreement, Contractor shall promptly investigate the root causes of such support issues and shall provide to County within five (5) business days of the occurrence of the second Critical Support Request an analysis of such root causes and a proposed corrective action plan for County’s review, comment, and approval (the “**Corrective Action Plan**”). The Corrective Action Plan shall include, at a minimum: (a) a commitment by Contractor to devote the appropriate time, skilled Contractor Personnel, systems support and equipment, and/or resources to remedy, and prevent any further occurrences of Critical Support Request issues; and (b) time frames for implementation of the Corrective Action Plan. There shall be no additional charge (other than those fees set forth in this Agreement) for Contractor’s implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan.

7. SERVICE OUTAGES

7.1 SCHEDULED OUTAGES

Contractor shall notify County of scheduled Outages at least twenty-four (24) hours in advance, and such Outages shall be scheduled between the hours of 1:00 a.m. and 5:00 a.m. Pacific Time on Sundays. Schedule Outages shall occur no more frequently than once per calendar month.

For avoidance of doubt, scheduled Outages that fall within the above maintenance window timeframes are excluded from the Availability calculation. Contractor may request extensions of scheduled Outages beyond the aforementioned hours and with Approval by County, which may not be unreasonably withheld or delayed. Unscheduled Outages (as described below) and extensions of scheduled Outages as described above are not excluded from the Availability Service Level set forth above (i.e., an Outage, regardless of its cause, except due to the actions of County and its agents, shall not relieve Contractor of its obligation to achieve the Service Levels set forth herein).

7.2 UNSCHEDULED OUTAGES

Unscheduled Outages are caused by loss of connectivity to the Internet, or by failure of a Contractor service. In cases where a destination is not available, or unacceptable service is reported, Contractor will attempt to determine the source of the Error and report its findings to County.

7.3 CORRECTIVE ACTION

Immediately upon notice of an Outage, Contractor Personnel shall:

- Confirm (or disconfirm) the Outage by a direct check of the facility;
- If confirmed, take such action as may restore the Service, or, if determined to be a telecommunications company problem, open a trouble ticket with the telecommunications company carrier;
- Notify the person designated by County by telephone or voicemail according to predefined procedures that an Outage has occurred, providing such details as may be available, including the trouble ticket number if appropriate and time of Outage;
- Work the Error until Resolution, escalating to management or to engineering as required; and
- Promptly notify County of final Resolution, along with any pertinent findings or action taken.

8. SECURITY BREACHES

In the event of an attack or threatened or suspected breach of security against the Hosting Services and/or Server, Contractor will take whatever reasonable steps that are necessary to halt such action, including taking the Hosting Services down. Contractor will immediately contact the person designated by County to discuss what measure to take. However, if time is critical, action may be required before the contact can be reached. Contractor's actions will include, as appropriate:

- Confirm the threat;
- Deny access from the source of the attack;
- Investigate the extent of the damage, if any;
- Back-up the affected systems and those suspected to be affected;
- Strengthen defenses everywhere, not just the suspected path that the attacker used;
- Contact the ISP where the threat or attack originated and/or law enforcement to work with Contractor's security team;

- Produce an error report within twenty-four (24) hours detailing Contractor’s findings; and
- Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.



Exhibit F (Business Associate Agreement)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT F

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

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "**HIPAA Rules**").

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" generally has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" generally has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.9 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.10 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.11 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.12 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.13 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502(b) and 45 C.F.R. § 164.514(d).
- 1.14 "Protected Health Information" or "PHI" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business

Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information means health information that (1) (a) except as provided in subsection (2) of this definition, that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity and (b) that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium. (2) "Protected Health Information" excludes individually identifiable health information (i) in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232(g); (ii) in records described at 20 U.S.C. 1232(g)(a)(4)(B)(iv); (iii) in employment records held by a covered entity in its role as an employer; and (iv) regarding a person who has been deceased for more than 50 years. "Protected Health Information" includes Electronic Protected Health Information.

- 1.15 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.16 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.
- 1.17 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.18 "Services" means, unless otherwise specified, those functions, activities, or services in the Managed Care Core System Software License, Support and Services Agreement dated July 20, 2016, including any Statements of Work, Exhibits, Attachments, or Schedules issued thereunder ("**Underlying Agreement**"). Notwithstanding anything else, this Business Associate Agreement shall only apply to the Underlying Agreement and shall not apply to any other agreements, understandings, representations, discussions, work orders, purchase orders, or contracts ("**Other Agreement**") unless this Business Associate Agreement is amended in a written agreement duly executed by both Parties to expressly include such Other Agreement.
- 1.19 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.20 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.21 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate. (See 45 C.F.R § 164.103.)
- 1.22 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, as permitted or required by this Business Associate Agreement or the Underlying Agreement, as permitted or required by law, and/or as necessary to comply with the obligations of Business Associate.
- 2.2 Business Associate may Use or Disclose Protected Health Information for de-identification of the information if de-identification of the information is in accordance with 45 C.F.R. §164.514(b) Business Associate may then Use or Disclose (and permit others to Use or Disclose) de-identified information on a perpetual, unrestricted basis.
- 2.3 Business Associate may Use or Disclose Protected Health Information as expressly permitted or Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Business Associate’s applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is expressly permitted or Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is Disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as expressly permitted or Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with the applicable requirements of Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

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

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident that concerns Covered Entity's PHI of which Business Associate becomes aware.
 - 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make a prompt report no later than three (3) business days upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (b) The number of Individuals whose Unsecured Protected Health Information is involved;
- (c) A description of the specific type of Unsecured Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than seven (7) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible, known or available:

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

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Sections 6.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent applicable, if Business Associate is required by the Underlying Agreement to maintain Covered Entity's Designated Record Set, Business Associate shall, within two (2) business days after receipt of a written request from Covered Entity in connection with such a request from the Individual, make the Protected Health Information specified by Covered Entity available to Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 To the extent applicable, if any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors to the extent Business Associate is able to identify the Individual as a patient of Covered Entity, Business Associate shall notify

Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that the Underlying Agreement requires Business Associate to maintain Covered Entity’s Designated Record Sets electronically and if Covered Entity requests an electronic copy of such information, Business Associate shall make available to Covered Entity the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and Business Associate.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent applicable, if Business Associate is required by the Underlying Agreement to maintain Covered Entity’s Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity in connection with such a request from the Individual, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, to the extent Business Associate is able to identify the Individual as a patient of Covered Entity, Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate members of Business Associate’s workforce, or to the extent required for Subcontractors as required by 45 C.F.R. § 164.528, for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

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

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

- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for (a) six (6) years from the date of the Disclosure or (b) until such PHI is returned or destroyed, if feasible.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity in connection with such a request from the Individual, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.3 If any Individual requests an accounting of Disclosures directly from Business Associate or its agents or Subcontractors, to the extent Business Associate is able to identify the Individual as a patient of Covered Entity, Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of the request, and shall provide the requested accounting of Disclosures to Covered Entity within thirty (30) days of receipt of such notice from Covered Entity. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent the Underlying Agreement is amended so that Business Associate agrees it is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary or applicable law and subject to any applicable privileges, Business Associate shall notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request; provided, however, that Business Associate shall not be required to notify Covered Entity or provide copies of any documents if it would violate the privacy, security, or confidentiality of any of its clients, workforce members, agents or Subcontractors. The parties acknowledge and agree that any information or documents provided to Covered Entity shall be deemed proprietary and Confidential Information of Business Associate and governed by the terms of the Underlying Agreement.

12. MITIGATION OF HARMFUL EFFECTS

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

13. INDEMNIFICATION

- 13.1 Subject to the indemnification procedures and limitations of liability in the Underlying Agreement, Business Associate (as “**Indemnifying Party**”) shall indemnify, defend, and hold harmless the Covered Entity (“**Indemnified Party**”) against any and all (a) incurred damages, liabilities, settlements, judgments, costs and expenses (including reasonable attorney fees); and (b) reasonable and necessary out-of-pocket expenses in connection with notifications required by law, in each case, to the extent arising from the unauthorized use or Disclosure of PHI to the extent attributable to Business Associate's negligent acts and/or wrongful omissions or a material breach of this Business Associate Agreement by Indemnifying Party. An Indemnified Party's sole and exclusive remedy and Indemnifying Party's sole liability for any breach of this Business Associate Agreement or negligent acts or wrongful omissions by Indemnifying Party related to this Business Associate Agreement are the remedies set forth in this Section. This indemnification is the sole and exclusive remedy for Business Associate Agreement.
- 13.2 Indemnified Party's right to defense and/or indemnification hereunder is conditioned upon the following: prompt notice to Indemnifying Party and demand for payment of any claim for which indemnity and/or defense is sought; control of the selection of counsel, investigation, preparation, defense and settlement thereof by Indemnifying Party; and reasonable cooperation by the Indemnified Party, at Indemnifying Party's request and expense, in the defense of the claim. Indemnified Party shall have the right to participate in the defense of a claim by Indemnifying Party with counsel of the Indemnified Party's choice at the Indemnified Party's expense.
- 13.3 Section 13.1 is not intended by the Parties to revise or amend in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the Underlying Agreement.

14. OBLIGATIONS OF COVERED ENTITY

- 14.1 Covered Entity shall notify Business Associate in advance of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly for those mandatory restrictions, except to the extent Business Associate has already Used or Disclosed such PHI or an exception under HIPAA applies. For the avoidance of doubt, a Disclosure of Protected Health Information made through use of any Business Associate or agent or Subcontractor solution, application, product or software shall be deemed and treated as a Disclosure by Covered Entity (and not by Business Associate) if the Disclosure is made (i) by or at the request of Covered Entity or any authorized user(s) or

facility(ies), or (ii) under any Covered Entity or authorized user or facility account (except if the Disclosure is a result of Business Associate’s negligence).

- 14.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under applicable law or regulation if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.
- 14.3 Covered Entity represents and warrants that that it has obtained all consents, authorizations, or other permissions necessary under applicable law and regulation.
- 14.4. Covered Entity shall take all reasonable and appropriate steps to ensure compliance with its role as a Covered Entity, including safeguards and security measures such as firewalls, patch installations, and encryption.

15. TERM

- 15.1 Unless sooner terminated as set forth in Section 29.2 (Termination for Material Breach) in the Underlying Agreement, the term of this Business Associate Agreement shall be the same as the term of the Underlying Agreement.
- 15.2 Notwithstanding Section 15.1, Business Associate’s obligations under Sections 11 and 16, Covered Entity’s obligations under Section 14, and both Parties’ obligations under Section 13 shall survive the termination or expiration of this Business Associate Agreement, for only so long as Business Associate retains PHI because it is infeasible to return or destroy it for as long as permitted by law.

16. TERMINATION FOR CAUSE

- 16.1 Breach of this Business Associate Agreement shall constitute a material breach under and be subject to the provisions related to termination for material breach as provided in Section 29.2 (Termination for Material Breach) of the Underlying Agreement.

17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 17.1 Except as provided in Section 16.3, upon termination for any reason or expiration of this Business Associate Agreement and if feasible, Business Associate shall return or destroy as provided for in Section 16.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including to the extent applicable any Subcontractor, still maintains in any form and Business Associate shall retain no copies of the Protected Health Information.
- 17.2 Destruction for purposes of Section 16.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

- 17.3 In the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 17.3.1 For any PHI so retained, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with the applicable requirements of Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 17.3.2 Business Associate shall return or destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities or when it is feasible to return or destroy it.
- 17.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned destroyed as provided for in Section 16.2.

18. AUDIT, INSPECTION, AND REVIEW

- 18.1 Upon Covered Entity's reasonable advance written request received by Business Associate's Chief Privacy and Security Counsel, no more than once every twelve (12) months (or in the event of a privacy or security incident or any unauthorized use or Disclosure of PHI, in which case Covered Entity shall not be limited by such annual limitation), at Covered Entity's expense and subject to any applicable privileges, Business Associate shall make available via WebEx or similar web conferencing technology its internal practices, books, and records relating to the use and Disclosure of PHI reasonably available to Covered Entity for purposes of determining Covered Entity's compliance with the Privacy Rule and the Security Rule; provided, however, that Business Associate shall not be required to make available such internal practices, books or records if it would violate the privacy, security or confidentiality of any of its other clients. The parties acknowledge and agree that such internal practices, books and records shall be deemed proprietary and Confidential Information of Business Associate and governed by the terms the Underlying Agreement

19. MISCELLANEOUS PROVISIONS

- 19.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 19.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 19.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 19.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to or inconsistent with a provision of the Underlying Agreement, that gives rise to Contractor's status as a Business Associate or any other representation, agreement, understanding or discussion between the Parties, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable Underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement with payment that gives rise to Contractor's status as a Business Associate.
- 19.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
- 19.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the HIPAA Rules.
- 19.7 Amendment. The Parties agree to take such action as is necessary to negotiate in good faith to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.
- 19.8 Nature of Agreement. Nothing in this Business Associate Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, not an agent, to Covered Entity and nothing contained in this Business Associate Agreement shall be intended to expand the scope or nature of the relationship.



Exhibit G (Glossary)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT G**GLOSSARY**

This Exhibit G (Glossary) is attached to and incorporated by reference in that certain Managed Care Core System (MCCS) Software License, Support, and Services Agreement by and between the County of Los Angeles and Contractor dated for reference purposes as of the Effective Date. Whenever used in the Exhibits, Attachments, or Schedules to the Agreement, the words and phrases listed below shall have the meanings given in this Exhibit G (Glossary). Capitalized terms not otherwise defined in this Exhibit G (Glossary) shall have the meanings ascribed to them in the Agreement or in other Exhibits, Attachments, or Schedules. In the event there is a conflict between how a term is defined in this Exhibit G (Glossary) and any other portion of the Agreement, the order of precedence for understanding the meaning of that term, shall be as follows: (a) how that term is defined in the Agreement; (b) how that term is defined in this Exhibit G (Glossary); and (c) how that term is defined in the other Exhibits, Attachments, and Schedules to the Agreement. Unless otherwise specified herein, all references in this Exhibit G (Glossary) to Sections shall refer to the respective Sections of this Agreement as specified in the main body of the Agreement (rather than the Exhibits, Attachments, or Schedules thereto).

1. 24x7x365
“**24x7x365**” means 24 hours a day, 7 days a week, 365 days a year.
2. ACCEPTANCE CERTIFICATE
“**Acceptance Certificate**” shall have the meaning specified in Section 9.13 (Approval of Key Deliverables).
3. ACCEPTANCE CRITERIA
“**Acceptance Criteria**” shall have the meaning specified in Section 12.1 (Acceptance Criteria).
4. ACCEPTANCE TESTS
“**Acceptance Tests**” shall have the meaning specified in Section 12.2 (Acceptance Tests).
5. ACCESS CONTROL LIST OR ACL
“**Access Control List**” or “**ACL**” shall have the meaning specified in Section 3.3(b) (Physical Security Environment) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
6. ADDITIONAL TERMS
“**Additional Terms**” shall have the meaning specified in Section 32.5 (Entire Agreement).
7. AFFILIATED USER
“**Affiliated User**” shall have the meaning specified in Section 2.2 (County).
8. AGREEMENT
“**Agreement**” shall have the meaning specified in the Preamble to the Agreement.
9. AES OR ADVANCED ENCRYPTION STANDARD

- “**AES**” or “**Advanced Encryption Standard**” shall have the meaning specified by the Federal Information Processing Standards Publication 197.
10. AMENDMENT
 “**Amendment**” shall have the meaning specified in Section 13.4 (Amendments).
11. APPROVAL
 “**Approve,**” “**Approval,**” or “**Approved**” shall mean the written acceptance or other required approval by County Project Director (or their designee) of a specifically identified Deliverable or any other item requiring County approval.
12. APPROVED REASSIGNMENTS
 “**Approved Reassignments**” shall have the meaning specified in Section 10.1.1 (Contractor Project Director).
13. ARRA
 “**ARRA**” shall have the meaning specified in Recital F.
14. ATTACHMENT(S)
 “**Attachment(s)**” shall have the meaning specified in the Preamble to the Agreement.
15. AVAILABLE FOR USE
 “**Available for Use**” shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards) for Licensed Software and Hosting Services.
16. AVAILABILITY
 “**Availability**” shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards) for Licensed Software and Hosting Services.
17. BAA OR BUSINESS ASSOCIATE AGREEMENT
 “**Business Associate Agreement**” or “**BAA**” shall have the meaning specified in Section 2.1(i) (Contractor; Subcontracting). The current BAA is attached as Exhibit F (Business Associate Agreement).
18. BACKGROUND INTELLECTUAL PROPERTY
 “**Background Intellectual Property**” shall have the meaning specified in Section 18.1 (Work Product and Background Intellectual Property).
19. BEST PRACTICES
 “**Best Practices**” means those proven methods and techniques used by Contractor (regardless of whether such Best Practices are Contractor intellectual property) to deliver services similar to the Services across multiple clients of Contractor, that have shown results superior than those achieved by other alternative means, including as such Best Practices are modified or replaced with improved methods and techniques from time to time during the Term of this Agreement.

20. BOARD
“Board” shall have the meaning specified in Recital B.
21. BUSINESS DAY(S)
“Business Day(s)” whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.
22. C.F.R.
“C.F.R.” shall have the meaning specified in Section 19.10 (Health Insurance Portability & Accountability Act of 1996 (HIPAA)).
23. CHANGE NOTICE
“Change Notice” shall have the meaning specified in Section 13.2 (Change Notices).
24. CHANGE ORDER
“Change Order” shall mean the terms of any Optional Work agreed to by County and Contractor applicable to the provision of New Software and/or Professional Services by Contractor, as specified in Section 9.8.1 (Optional Work).
25. CMS
“CMS” shall have the meaning specified in Recital F.
26. COMPUTER ROOM AIR CONDITIONERS OR CRAC
“Computer Room Air Conditioners” or **“CRAC”** shall have the meaning specified in Section 3.2(b) (Physical Environment) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
27. CONFIDENTIAL INFORMATION
“Confidential Information” shall have the meaning specified in Section 19.2 (Confidential Information Defined)
28. CONFIDENTIALITY AND ASSIGNMENT AGREEMENT
“Confidentiality and Assignment Agreement” shall have the meaning specified in Section 2.1(i) (Contractor; Subcontracting). The current Confidentiality and Assignment Agreement is attached as Exhibit R (Confidentiality and Assignment Agreement)
29. CONTRACTOR
“Contractor” shall have the meaning specified in the Preamble to the Agreement.
30. CONTRACTOR KEY EMPLOYEES
“Contractor Key Employees” means the Contractor Project Director and any other individuals employed in the positions identified in Exhibit J (Contractor Key Employees), collectively.
31. CONTRACTOR PERSONNEL
“Contractor Personnel” shall mean all of Contractor’s employees, agents, and subcontractors who perform services related to the performance of Contractor’s obligations under this Agreement.

32. CONTRACTOR PROFESSIONAL SERVICES FEE PROJECTION
“**Contractor Professional Services Fee Projection**” shall have the meaning specified in Section 14.6.2(b) (Time and Materials).
33. CONTRACTOR PRIMARY DATA CENTER
“**Contractor Primary Data Center**” shall mean the principal data center facility in which the Hosting Environment shall operate throughout the Term of the Agreement.
34. CONTRACTOR PROJECT DIRECTOR
“**Contractor Project Director**” shall have the meaning specified in Section 10.1.1 (Contractor Project Director).
35. CONTRACTOR PROJECT MANAGER
“**Contractor Project Manager**” shall have the meaning specified in Section 10.1.2 (Contractor Project Manager).
36. CONTRACTOR SECONDARY DATA CENTER
“**Contractor Secondary Data Center**” shall mean a fail-over recovery data center facility, in which the Hosting Environment shall operate and provide business continuity Services throughout the Term of the Agreement, in the event of Contractor’s inability to provide the Hosting Services from Contractor Primary Data Center.
37. CONTRACTOR TOOLS
“**Contractor Tools**” shall have the meaning specified in Section 18.1 (Work Product and Background Intellectual Property).
38. CONTRACT SUM
“**Contract Sum**” shall mean the total monetary amount payable by County to Contractor hereunder, as specified in Section 14.1 (Maximum Contract Sum).
39. CORRECTIVE ACTION PLAN
“**Corrective Action Plan**” shall have the meaning specified in Section 3 (Corrective Action Plan) of Exhibit E (Service Levels and Performance Standards) for Licensed Software and shall have the meaning specified in Section 6 (Corrective Action Plan) to Exhibit E (Service Levels and Performance Standards) for Hosting Services.
40. COUNTY
“**County**” shall have the meaning specified in the Preamble to the Agreement.
41. COUNTY DATA
“**County Data**” shall have the meaning specified in Section 19.11 (County Data).
42. COUNTY DESIGNEE
“**County Designee**” shall have the meaning specified in Section 2.3 (County Designee).
43. COUNTY PERSONNEL

- “County Personnel”** shall have the same meaning specified in Section 10.1.7 (County Personnel).
44. COUNTY PROJECT DIRECTOR
“County Project Director” shall have the meaning specified in Section 10.1.3 (County Project Director).
45. COUNTY PROJECT MANAGER
“County Project Manager” shall have the meaning specified in Section 10.1.4 (County Project Manager).
46. COUNTY PROPERTY
“County Property” shall have the meaning specified in Section 18.4 (Use of County Property).
47. COUNTY’S MITIGATION ACTS
“County’s Mitigation Acts” shall have the meaning specified in Section 23.2(c) (Intellectual Property Indemnification).
48. COUNTY SYSTEMS
“County Systems” shall have the meaning specified in Section 21 (Communication Systems and Access to Information).
49. CRITICAL PATH ESCALATION ISSUES
“Critical Path Escalation Issues” are defined as those issues directly and adversely impacting Contractor’s or County’s ability (as appropriate) to effectively meet such parties duties and obligations as specified in the applicable Statement of Work and which cannot be appropriately resolved or mitigated through adjustments to the Statement of Work without (a) affecting the date of completion of the Services, (b) materially impacting the costs of delivering the Services, or (c) increasing the total project costs.
50. CROSS-OVER ISSUES
“Cross-Over Issues” shall have the meaning specified in Section 30.1 (Cross-Over Issues).
51. DELIVERABLES
“Deliverable(s)”, whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, or context, in the Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing, including numbered Deliverable(s) in Exhibit A (Statement of Work).
52. DEPARTMENT
“Department” shall mean County’s Department of Health Services.
53. DESIGNATED TEST
“Designated Test” shall have the meaning specified in Section 12.6 (Failed Testing).
54. DESTRUCTIVE MECHANISMS

“Destructive Mechanisms” means computer code that: (a) is designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer system or network (sometimes referred to as “viruses” or “worms”); (b) would disable or impair the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the passage of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as “time bombs,” “time locks” or “drop dead” devices); (c) would permit Contractor to access the Licensed Software, Deliverables, Services, or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment (sometimes referred to as “traps,” “access codes” or “trap door” devices); or (d) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such Licensed Software, Deliverables, Services, or other programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.

55. DHS

“DHS” shall mean County’s Department of Health Services.

56. DIRECTOR

“Director” shall mean the director of DHS.

57. DISASTER RECOVERY/BUSINESS CONTINUITY PLAN

“Disaster Recovery/Business Continuity Plan” shall have the meaning specified in Section 22 (Disaster Recovery/Business Continuity).

58. DISCLOSING PARTY

“Disclosing Party” shall have the meaning specified in Section 19.2 (Confidential Information Defined).

59. DISPUTE RESOLUTION PROCEDURE

“Dispute Resolution Procedure” shall have the meaning specified in Section 27 (Dispute Resolution Procedure).

60. DOCUMENTATION

“Documentation” shall have the meaning specified in Section 3.3 (Documentation).

61. DOWNTIME

“Downtime” shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards) for Licensed Software and Hosting Services.

62. DUE DATE

“Due Date” shall have the meaning specified in Section 14.3.2 (Credits to County).

63. EFFECTIVE DATE

“Effective Date” shall have the meaning specified in the Preamble to the Agreement.

64. EMPLOYMENT CLAIM(S)
“**Employment Claim(s)**” shall have the meaning specified in Section 16.2 (Employment Related Claims).
65. ENHANCEMENT
“**Enhancement**” means any modification to any Licensed Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor (excluding Error Corrections) to clients.
66. ERISA
“**ERISA**” shall have the meaning specified in Section 16.3 (No Eligibility for Benefits).
67. ERROR
“**Error**” means (i) with respect to Licensed Software, Services, or Deliverables, a failure of the Licensed Software, Services, or Deliverables to conform to its Specifications, or (ii) with respect to the Licensed Software, a failure that impairs the performance of the Licensed Software when operated in accordance with the Agreement.
68. ERROR CORRECTION
“**Error Correction**” means (i) with respect to Licensed Software, either a modification to the Licensed Software that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of that Licensed Software, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Services or Deliverables, modification, workaround, or performance that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.
69. ESCROW
“**Escrow**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).
70. ESCROW AGENT
“**Escrow Agent**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).
71. ESCROW AGREEMENT
“**Escrow Agreement**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).
72. EXHIBIT(S)
“**Exhibit(s)**” shall have the meaning specified in the Preamble to the Agreement.
73. EXISTING SYSTEM
“**Existing System**” shall have the meaning specified in Section 17.1.9 (System Configuration Warranty).
74. FINAL ACCEPTANCE
“**Final Acceptance**” shall have the meaning specified in Section 12.5.3 (Final Acceptance).

75. FINALLY DETERMINED
“Finally Determined” means when a claim or dispute has been finally determined by a court of competent jurisdiction, arbitration, mediation, or other agreed-upon governing party and either (1) no associated appeal has timely been sought if capable of being sought, or (2) appellate rights properly exercised have otherwise been exhausted.
76. FIXED HOURLY RATE
“Fixed Hourly Rate” shall mean the hourly rate, specified in Exhibit C (Fees; Contractor Professional Services Rates), for Professional Services which Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work).
77. FORCE MAJEURE EVENTS
“Force Majeure Events” shall have the meaning specified in Section 32.1 (Force Majeure).
78. GO-LIVE
“Go-Live” shall have the meaning specified in Section 12.3 (Production Use).
79. HIGH AVAILABILITY
“High Availability” shall have the meaning specified in Section 6.5 (Recovery Time Requirement) of Exhibit N (Additional Hosting Services Terms and Conditions).
80. HIPAA
“HIPAA” shall have the meaning specified in Section 19.10 (Health Insurance Portability & Accountability Act of 1996 (HIPAA)).
81. HIT
“HIT” shall have the meaning specified in Recital D.
82. HITECH TECHNICAL STANDARDS
“HITECH Technical Standards” means defined technical standards that: (i) are finalized and formally adopted and published (**“Finalized”**) by the Secretary of Health and Human Services (the **“Secretary”**) under the HITECH Act; and (ii) impose requirements with respect to the functionalities and transactions the Licensed Software is designed to include and process.
83. HOLDBACK AMOUNT
“Holdback Amount” shall have the meaning specified in Section 15.6 (Holdbacks).
84. HOSTING ENVIRONMENT
“Hosting Environment” shall mean Contractor Primary Data Center, the Contractor Secondary Data Center and all facilities, personnel, Hosting Hardware and Hosting Software and all requirements specified in Section 3 (Hosting Environment) of Exhibit N.1 (Hosting Services), Sections 1.1 (General Requirements) and 3.2 (Data Replication Across Data Centers) of Exhibit E (Service Levels and Performance Standards), and Sections 6.5 (Recovery Time Requirement) and 6.6 (Contractor Secondary Data Center) of Exhibit N (Additional Hosting Services Terms and Conditions).

85. HOSTING ERROR CORRECTION

“Hosting Error Correction” means (i) with respect to Hosting Environment, either a modification, workaround, or other change to the Hosting Software or Hosting Hardware that corrects an Error in all material respects, or a procedure or routine that, when implemented in the regular operation of the Hosting Environment, eliminates the adverse effect of the Error in all material respects, and (ii) with respect to Hosting Services or Deliverables, a modification, workaround, or other change that corrects an Error in all material respects or eliminates the adverse effects of the Error in all material respects.

86. HOSTING HARDWARE

“Hosting Hardware” shall mean hardware and equipment of any nature (e.g., Servers, networking equipment, switches, routers, power infrastructure), utilized in the Hosting Environment to provide the Hosting Services.

87. HOSTING PROVIDER

“Hosting Provider” shall have the meaning specified in Section 1.2 (Hosting Provider) to Exhibit E (Service Levels and Performance Standards).

88. HOSTING REVISIONS

“Hosting Revisions” shall mean as to the Hosting Software (i) new features, new functionality, and performance improvements, (ii) bug fixes, patches, updates, and any other revisions or enhancements of any kind that correct an Error or address common functional and performance issues, including Hosting Error Correction; (iii) updates, revisions, or enhancements; (iv) any modification to the Hosting Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor (excluding Error Corrections) to its clients; and (v) modifications, workarounds, or other changes required in order for the Hosting Software to remain compliant with applicable federal, State and local laws and regulations.

89. HOSTING SERVICE LEVELS

“Hosting Service Levels” shall have the meaning specified in Section 1.1 (In General) of Exhibit N (Additional Hosting Services Terms and Conditions).

90. HOSTING SERVICES

“Hosting Services” shall have the meaning specified in Section 1(a) (Scope of Services) of Exhibit N.1 (Hosting Services) to Exhibit N (Additional Hosting Services Terms and Conditions).

91. HOSTING SERVICES RESPONSE TIME

“Hosting Services Response Time” shall have the meaning specified in Section 4.5 (Hosting Services Response Times) of Exhibit E (Service Levels and Performance Standards).

92. HOSTING SOFTWARE

“Hosting Software” shall mean software of any nature (e.g. operating systems, presentation layer software, applications, utilities, tools, firmware and security) utilized in the Hosting Environment to provide the Hosting Services.

93. HVAC OR HEATING, VENTILATION AND AIR CONDITIONING

- “HVAC” or “heating, ventilation and air conditioning” shall have the meaning specified in Section 3.2(b) (Physical Environment) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
94. IMPLEMENTATION FEES
 “**Implementation Fees**” shall have the meaning specified in Section 14.3.1 (Implementation Fees).
95. IMPLEMENTATION SERVICES
 “**Implementation Services**” shall mean the Services as further specified in Exhibit A (Statement of Work).
96. INDEMNIFIED ITEMS
 “**Indemnified Items**” shall have the meaning specified in Section 23.2(a) (Intellectual Property Infringement).
97. INFRINGEMENT CLAIM(S)
 “**Infringement Claim(s)**” shall have the meaning specified in Section 23.2(a) (Intellectual Property Indemnification).
98. INITIAL SUPPORT TERM
 “**Initial Support Term**” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).
99. INTELLECTUAL PROPERTY RIGHTS
 “**Intellectual Property Rights**” shall have the meaning specified in Section 18.2 (Ownership).
100. INTERFACE(S)
 “**Interface(s)**” when used as a noun, shall mean either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format, or (b) translate or convert data in a format used by Contractor or a third-party to a format supported at County or vice versa.
 “**Interface**” when used as a verb, shall mean to operate as described above.
101. INTEGRATION
 “**Integration**” is the process of linking together different computing systems and software applications physically or functionally, to act as a coordinated whole.
102. INTERNET PROTOCOL SECURITY OR IPSEC
 “**Internet Protocol Security**” or “**IPsec**” shall have the meaning specified in Section 3.4(a) (Hosting Environment Security) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
103. INTEROPERABLE
 “**Interoperable**” shall have the meaning ascribed to the term “interoperable” under 42 C.F.R. §411.351 as follows (and the variations of Interoperable used herein shall have their meanings

determined from the following): “Interoperable means able to communicate and exchange data accurately, effectively, securely, and consistently with different information technology systems, software applications, and networks, in various settings; and exchange data such that the clinical or operational purpose and meaning of the data are preserved and unaltered.”

104. INTEROPERATE

“**Interoperate**” shall mean to operate as described in the definition of “Interoperable.”

105. JURY SERVICE PROGRAM

“**Jury Service Program**” shall have the meaning specified in Section 32.31.1 (Jury Service Program).

106. KEY DELIVERABLE

“**Key Deliverable**” shall have the meaning specified in Section 14.3.2 (Credits to County).

107. KEY MILESTONE(S)

“**Key Milestone(s)**”, whether singular or plural, shall mean Milestones under the Agreement identified as “Key” in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing and rolling up one or more Milestones.

108. KEY MILESTONE ALLOCATION

“**Key Milestone Allocation**” shall have the meaning specified in Section 15.6 (Holdbacks).

109. KEY MILESTONE SCHEDULED DURATION

“**Key Milestone Scheduled Duration**” shall have the meaning specified in Section 15.6 (Holdbacks).

110. LEGAL REQUIREMENTS

“**Legal Requirements**” shall have the meaning specified in Section 17.1.11 (Legal Requirements).

111. LICENSE

“**License**” shall have the meaning specified in Section 3 (Licensed Software).

112. LICENSED SOFTWARE

“**Licensed Software**” shall mean individually each, and collectively all, of the computer programs and Modules provided by Contractor under this Agreement (including Third-Party Software), including as to each such program or Module, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, Documentation, and Revisions, and any and all programs and Modules otherwise provided by Contractor under this Agreement. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

113. LICENSED SOFTWARE RESPONSE TIME

“**Licensed Software Response Time**” shall have the meaning specified in Section 4.5 (Licensed Software Response Times) of Exhibit E (Service Levels and Performance Standards).

114. LICENSE TERM
“**License Term**” shall have the meaning specified in Section 1.3 (Term of Statement of Work; License Term).
115. MAXIMUM FIXED PRICE
“**Maximum Fixed Price**” shall mean the maximum amount to be paid by County to Contractor for any Optional Work approved by County to be provided by Contractor in accordance with Section 9.8 (Optional Work).
116. MECHANICAL, ELECTRONIC, AND PLUMBING OR MEP
“**Mechanical, Electronic, and Plumbing**” or “**MEP**” shall have the meaning specified in Section 3.2 (Physical Environment) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
117. MILESTONE(S)
“**Milestone(s)**”, whether singular or plural, shall mean the date identified for completion of a specific subset of the Services as specified in the Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing.
118. MODULE
“**Module**” shall mean a self contained unit of the Licensed Software that has its own discrete function and may be separately compiled.
119. MONTHLY KEY MILESTONE PAYMENT
“**Monthly Key Milestone Payment**” shall have the meaning specified in Section 15.6 (Holdbacks).
120. MORAL RIGHTS
“**Moral Rights**” mean any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.
121. NATURAL DEGENERATION
“**Natural Degeneration**” shall have the meaning specified in Section 4.2 (Natural Degeneration).
122. NETWORK ADDRESS TRANSLATION OR NAT
“**Network Address Translation**” or “**NAT**” shall have the meaning specified in Section 3.4(b) (Hosting Environment Security) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
123. NEW SOFTWARE
“**New Software**” means any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the Effective Date, (ii) not related to the primary function for which the Licensed Software is used by County, and (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, which Contractor may provide

following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work).

124. OPEN SOURCE SOFTWARE

“**Open Source Software**” shall mean any software, programming, or other intellectual property that is subject to (a) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses, or (b) any agreement with terms requiring any intellectual property owned or licensed by County to be (i) disclosed or distributed in source code or object code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable.

125. OPTIONAL WORK

“**Optional Work**” shall mean additional and New Software and/or Professional Services, which may be provided by Contractor to County upon County’s request and approval in accordance with Section 9.8 (Optional Work) and identified appropriately in Exhibit C.1 (Optional Work).

126. OUTAGE

“**Outage**” shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards) for Licensed Software and Hosting Services.

127. PARTIES

“**Parties**” shall have the meaning specified in the Preamble to the Agreement.

128. PARTY

“**Party**” shall have the meaning specified in the Preamble to the Agreement.

129. PEAK HOURS

“**Peak Hours**” shall have the meaning specified in Section 4.5 (Licensed Software Response Times) of Exhibit E (Service Levels and Performance Standards).

130. PERFORMANCE REQUIREMENTS

“**Performance Requirements**” shall mean the performance requirements for the Licensed Software, including those requirements specified in Exhibit E (Service Levels and Performance Standards).

131. PERSONAL DATA OR PERSONALLY IDENTIFIABLE INFORMATION

“**Personal Data**” or “**Personally Identifiable Information**” shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“**U.S.C.**”) §6801 et seq.), Protected Health Information, and “Personal Data” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

132. POOL DOLLARS
“Pool Dollars” shall mean, absent an Amendment in accordance with Section 13 (Changes to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including New Software and Professional Services, approved by County in accordance with the terms of this Agreement.
133. POWER DISTRIBUTION UNITS OR PDUS
“Power Distribution Units” or **“PDUs”** shall have the meaning specified in Section 3.2(a) (Physical Environment) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
134. PRIVACY AND SECURITY LAWS
“Privacy and Security Laws” shall have the meaning specified in Section 19.10 (Health Insurance Portability & Accountability Act of 1996 (HIPAA)).
135. PROCESS OR PROCESSING
“Process” or **“Processing”** shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.
136. PRODUCTION ENVIRONMENT
“Production Environment” shall mean the Existing System, and Contractor’s Recommended Configuration, set up for Production Use of the Licensed Software.
137. PRODUCTION USE OR PRODUCTIVE USE
“Production Use” or **“Productive Use”** shall mean the actual use of the Licensed Software in the Production Environment to process actual data in County’s day-to-day operations commencing from the point of Go-Live.
138. PROFESSIONAL SERVICES
“Professional Services” shall mean services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide following Go-Live upon County’s request therefor in the form of Optional Work in accordance with Section 9.8 (Optional Work).
139. PROJECT CONTROL DOCUMENT
“Project Control Document” shall mean a detailed project plan for the implementation of the Licensed Software provided by Contractor and attached to Exhibit A (Statement of Work) as Exhibit A.1 (Project Control Document).
140. PROJECT OVERRUN
“Project Overrun” shall have the meaning specified in Section 14.6.2(b) (Time and Materials).
141. PROJECT SCHEDULE
“Project Schedule” shall mean the agreed upon timeline for Implementation Services tasks, subtasks, and Deliverables specified in Exhibit A (Statement of Work).

142. PROPOSAL
“**Proposal**” means the proposal provided by Contractor in response to the RFP, as supplemented by all written correspondence of Contractor to clarify such proposal, attached collectively as Exhibit W (Contractor Proposal).
143. PROTECTED HEALTH INFORMATION OR PHI
“**Protected Health Information**” or “**PHI**” shall have the meaning specified in Exhibit F (Business Associate Agreement).
144. RECEIVING PARTY
“**Receiving Party**” shall have the meaning specified in Section 19.2 (Confidential Information Defined).
145. RECOMMENDED CONFIGURATION
“**Recommended Configuration**” shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the Licensed Software, as specified in Exhibit L (Recommended Configuration).
146. RECOVERY POINT OBJECTIVE
“**Recovery Point Objective**” shall have the meaning specified in Section 6.5 (Recovery Time Requirement) of Exhibit N (Additional Hosting Services Terms and Conditions).
147. RECOVERY TIME OBJECTIVE
“**Recovery Time Objective**” shall have the meaning specified in Section 6.5 (Recovery Time Requirement) of Exhibit N (Additional Hosting Services Terms and Conditions).
148. REDUNDANT ARRAY OF INDEPENDENT DISK OR RAID
“**Redundant Array of Independent Disk**” or “**RAID**” shall have the meaning specified in Section 3.1(c) (Technical Environment) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
149. REFRESH SERVICES
“**Refresh Services**” shall have the meaning specified in Section 3.6 (Hosting Hardware Refresh Services) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
150. RELEASE
“**Release**” shall mean a redistribution of Licensed Software that contains an aggregation of Updates, new features, new functionality, and/or other performance improvements that does not constitute a Version.
151. RELEASE CONDITIONS
“**Release Conditions**” shall have the meaning specified in Section 4.1 (Escrow Agent and Release Conditions).
152. REMEDIAL ACT(S)

- “Remedial Act(s)”** shall have the meaning specified in Section 23.2(b) (Intellectual Property Indemnification).
153. RENEWAL SUPPORT TERM
“Renewal Support Term” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).
154. REPLACEMENT PRODUCT
“Replacement Product” shall have the meaning specified in Section 6 (Continuous Licensed Software Support).
155. REQUIRED AGREEMENT
“Required Agreement” shall mean Appendix M (Required Agreement).
156. RESOLVE
“Resolve” shall have the meaning specified in Section 4.2(c) (Resolution Time Service Level) of Exhibit E (Service Levels and Performance Standards).
157. RESPONSE
“Respond” shall have the meaning specified in Section 4.2(b) (Response Time Service Level) of Exhibit E (Service Levels and Performance Standards).
158. REVISIONS
“Revisions” shall mean Updates, Enhancements, Releases, Versions, and Displaced/Renamed Product.
159. RFP
“RFP” shall have the meaning specified in Recital G.
160. SCHEDULE(S)
“Schedule(s)” shall have the meaning specified in the Preamble to the Agreement.
161. SCHEDULED UPTIME
“Scheduled Uptime” shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards) for Licensed Software and Hosting Services.
162. SECURE SOCKET LAYER OR SSL
“Secure Socket Layer” or **“SSL”** shall have the meaning specified in Section 3.4(a) (Hosting Environment Security) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
163. SERVER
“Server” shall have the meaning specified in Section 1.1 (General Requirements) to Exhibit E (Service Levels and Performance Standards).
164. SERVICE INTERDEPENDENCY

“**Service Interdependency**” shall have the meaning specified in Section 30.2 (Service Interdependencies).

165. SERVICE LEVEL CREDIT

“**Service Level Credit**” shall have the meaning specified in Section 5.2 (Service Level Credits) of Exhibit E (Service Levels and Performance Standards) for Licensed Software and Hosting Services.

166. SERVICE LEVEL FAILURES

“**Service Level Failures**” shall have the meaning specified in Section 5.1 (Service Level Failures) of Exhibit E (Service Levels and Performance Standards) for Licensed Software and Hosting Services.

167. SERVICE LEVELS

“**Service Levels**” shall have the meaning specified in Section 11 (Service Levels).

168. SERVICES

“**Services**” shall mean, collectively, all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (a) identified in the Specifications; (b) identified in this Agreement as being Contractor’s responsibility; and (c) otherwise necessary to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Section; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Section, and not in conflict with Contractor’s established methods of providing services; and, as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to County by Contractor pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services, specifically “Implementation Services,” “Hosting Services,” and “Support Services” that are included within this definition of “Services,” even though they are sometimes referenced by the Service grouping name (e.g., “Implementation Services,” “Hosting Services,” and “Support Services”). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits and related documents incorporated into the definition of that Service grouping.

169. SOURCE MATERIAL

“**Source Material**” shall mean, with respect to the Licensed Software and Work Product, the source code of such software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, application programming interface (“**API**”), graphical user interface (“**GUI**”), object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively the foregoing will be sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build, load, and operate the machine-executable object code of such application; to maintain and support such application; and to effectively use all functions and features of such software. If any portion of

the Source Material is encrypted, Contractor shall include the decryption tools and decryption keys with the Source Material.

170. SPECIFICATIONS

“**Specifications**” shall mean any or all of the following, as applicable:

- (a) All specifications, requirements, and standards specified in Exhibit A.2 (Licensed Software Requirements) and Exhibit A (Statement of Work).
- (b) All Performance Requirements and standards specified in this Agreement, including, but not limited to, requirements for Licensed Software availability and Licensed Software response time identified in Exhibit E (Service Levels and Performance Standards).
- (c) The Documentation, to the extent not inconsistent with any of the foregoing in this definition.
- (d) All specifications provided or made available by Contractor under this Agreement, but only to the extent: (i) not inconsistent with any of the foregoing in this Section; and (ii) acceptable to County in its sole discretion.
- (e) All Existing System and hardware requirements and certifications provided by Contractor in accordance with this Agreement with respect to the Licensed Software, including the Recommended Configuration.
- (f) The Proposal, but only to the extent: (i) not inconsistent with any of the foregoing in this Section; and (ii) acceptable to County in its sole discretion.
- (g) All written and/or electronic materials furnished or made available by or through Contractor regarding the Licensed Software, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other Licensed Software criteria or any element of the Licensed Software or any Licensed Software component.
- (h) The Business Objectives and Acceptance Criteria.
- (i) All Hosting Services requirements and standards set forth in Exhibit N (Additional Hosting Services Terms and Conditions) and related Exhibits.

171. STATE

“**State**” shall mean the State of California.

172. STATEMENT OF WORK

“**Statement of Work**” shall have the meaning specified in Section 9.1 (Services).

173. STATUS MEETING

“**Status Meeting**” shall have the meaning specified in Section 10.2.1 (Reports).

174. STATUS REPORT

“**Status Report**” shall have the meaning specified in Section 10.2.1 (Reports).

175. STORAGE AREA NETWORK OR SAN
“Storage Area Network” or **“SAN”** shall have the meaning specified in Section 3.1(c) (Technical Environment) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
176. STANDARDS FOR ATTESTATION ENGAGEMENTS OR SSAE
“Standards for Attestation Engagements” or **“SSAE”** shall have the meaning specified in Section 3.3(a) (Physical Security Environment) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
177. SUPPORT REQUEST
“Support Request” shall have the meaning specified in Section 4.2(a) (Support Request Service Levels) of Exhibit E (Service Levels and Performance Standards).
178. SUPPORT REQUEST TRACKING SYSTEM OR SRTS
“Support Request Tracking System” or **“SRTS”** shall mean the automated support request tracking system as described in Section 4.1 (Service Request Tracking System) to Exhibit E (Service Levels and Performance Standards).
179. SUCCESSOR EVENT
“Successor Event” shall have the meaning specified in Section 6 (Continuous Licensed Software Support).
180. SUPPORT SERVICES
“Support Services” shall mean the Services as further specified in Section 9.7 (Support Services).
181. SUPPORT SERVICES FEE(S)
“Support Services Fee(s)” shall mean fees to be paid by County to Contractor for Support Services, as specified in Exhibit C (Fees; Contractor Professional Services Rates).
182. SUPPORT TERM
“Support Term” shall have the meaning specified in Section 1.2 (Initial and Renewal Support Terms for Support Services).
183. TERM
“Term” shall have the meaning specified in Section 1.1 (Term).
184. TERMINATION TRANSITION PLAN
“Termination Transition Plan” shall have the meaning specified in Section 29.8 (Termination Transition Services).

185. THIRD-PARTY INTELLECTUAL PROPERTY
“**Third-Party Intellectual Property**” shall mean intellectual property licensed, made, conceived, or developed by a third party and provided by Contractor to County hereunder. Third-Party Intellectual Property shall include all Third-Party Software.
186. THIRD-PARTY SOFTWARE
“**Third-Party Software**” shall mean all software licensed, leased, or otherwise obtained from a third-party vendor, including Open Source Software, by Contractor which is used with, or embedded or incorporated in, the Licensed Software or used for the performance of the Services.
187. THIRD-PARTY SOFTWARE WITH INDEPENDENT CONDITIONS
“**Third-Party Software With Independent Conditions**” shall have the meaning specified in Section 7.1 (Third-Party Software With Independent Conditions).
188. TIER II REDUNDANT SITE INFRASTRUCTURE CAPACITY COMPONENTS
“**Tier II Redundant Site Infrastructure Capacity Components**” shall mean standards that provides a simple and effective means for identifying different data center site infrastructure design topologies. The Uptime Institute's tiered classification system is an industry standard approach to site infrastructure functionality addresses common benchmarking standard needs.
189. TIME/DATE COMPLIANT
“**Time/Date Compliant**” means such products and services will correctly store, represent, calculate, sort, and process all (a) dates, including single and multi-century formulas and leap year calculations; and (b) times in all relevant time zones, including any local, state, or federal adjustments to Daylight Saving Time (e.g., changes made pursuant to The Energy Policy Act of 2005).
190. TRAINING
“**Training**” shall mean training relating to the licensed software to be provided by contractor pursuant to this agreement, including training County may acquire in the future as part of professional services.
191. TRAINING ENVIRONMENT
“**Training Environment**” shall mean the Existing System and Contractor’s Recommended Configuration, set up for Training use of the Licensed Software.
192. UCITA
“**UCITA**” shall have the meaning specified in Section 32.2 (UCITA; Self-Help Remedies).
193. UNINTERRUPTIBLE POWER SUPPLY OR UPS
“**Uninterruptible Power Supply**” or “**UPS**” shall have the meaning specified in Section 3.2(a) (Physical Environment) to Exhibit N.1 (Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
194. UNPLANNED DOWNTIME

“**Unplanned Downtime**” shall have the meaning specified in Section 4.3 (Availability Service Level) of Exhibit E (Service Levels and Performance Standards) for Licensed Software and Hosting Services.

195. UPDATE

“**Update**” shall mean a bug fix, patch, or redistribution of the Licensed Software that corrects an error as well as addresses common functional and performance issues, including Error Corrections.

196. USB

“**USB**” shall have the meaning specified in Section 20.4 (Use of Personal Portable Devices).

197. VERSION

“**Version**” shall mean a redistribution of Licensed Software that contains an aggregation of Releases or Updates, or significant new (i) features, (ii) functionality, and/or (iii) other performance improvements, and is accompanied by a change in the reference to the Licensed Software, such as a change in the number to the left of the period in the version numbering format X.XX or a change to the name of the software.

198. VPN OR VIRTUAL PRIVATE NETWORK

“**VPN**” or “**Virtual Private Network**” shall have the meaning specified in Section 20.3 (Contractor Systems).

199. WARRANTY PERIOD

“**Warranty Period**” shall have the meaning specified in Section 17.1.3 (Conformance to Specifications).

200. WORK PRODUCT

“**Work Product**” shall have the meaning specified in Section 18.1 (Work Product and Background Intellectual Property).



Exhibit I (Contractor Quality Controls)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT I

CONTRACTOR QUALITY CONTROLS

The following documents are attached to this Exhibit I (Contractor Quality Controls) and are hereby incorporated by reference:

- 1) *ALLSCRIPTS VALUE BASED CARE* QUALITY ASSURANCE SURVEILLANCE PROGRAM
- 2) Information Privacy & Security Policies: Vendor Management Policy

ALLSCRIPTS VALUE BASED CARE
QUALITY ASSURANCE SURVEILLANCE
PROGRAM (QASP)

Version Number: 2.0

Version Date: 02/12/2016

Allscripts Enterprise

INFORMATION PRIVACY & SECURITY POLICIES: VENDOR MANAGEMENT POLICY

Revision: 3.0
Approval Date: October 26, 2015
Security Policy: S-15
Approval Authorities: PSEC



Exhibit J (Contractor Key Employees)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT J

CONTRACTOR KEY EMPLOYEES

The following table sets forth the Contractor’s Key Employees as of the Effective Date and pursuant to Section 10.1.5 (Contractor Key Employees) of the Agreement. Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the body of the Agreement and Exhibit G (Glossary).

Key Employee Name	Project Title	Title/Role	Full Time	Location	Continuity Commitment	Duration of the Role	No. of Resources
Joe Cleaver	Contractor Project Director	Implementation Manager	Y	Remote	6 months following Final Acceptance of the System	Through Completion of Deliverable 8.2 (Project Close-out) under Section 5.1 (Project Management, Planning, Coordination and Task Integration) of Appendix A (Statement of Work)	1
Melanie Sunga	Contractor Project Manager	Implementation Manager	Y	Local	6 months following Final Acceptance of the System	Through Completion of Deliverable 8.2 (Project Close-out) under Section 5.1 (Project Management, Planning, Coordination and Task Integration) of Appendix A (Statement of Work)	1
Catherine Fregoso	Contractor Business Analyst, Subject Matter Expert	Professional Services Manager	N	Remote	30 days following Final Acceptance	Through Completion of Deliverable 8.2 (Project Close-out) under Section 5.1 (Project Management, Planning, Coordination and Task Integration) of Appendix A (Statement of Work)	1



Exhibit K (Information Security Requirements)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT K**INFORMATION SECURITY REQUIREMENTS**

This Exhibit K (Information Security Requirements) sets forth information security procedures to be established by Contractor before the Effective Date of the Agreement and maintained throughout the Term of the Agreement. These procedures are in addition to the requirements of the Agreement and the Business Associate Agreement between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data as defined in Section 19.11 (County Data) of the Agreement (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor Personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor Personnel and subcontractors exposed to County Confidential Information as defined in Section 19 (Confidentiality) of the Agreement and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor Personnel and subcontractors with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor Personnel and subcontractors promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices¹) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.
5. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations⁴; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices⁵. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶.
6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

⁶ Available at <http://www.csrc.nist.gov/>

Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personally Identifiable Information and Protected Health Information pursuant to this Section shall be in compliance with industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization⁷).

7. **Physical and Environmental Security.** Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Compliance, Right to Audit, and Incident Notification.** Contractor must comply to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability

⁷ Available at <http://www.csrc.nist.gov/>

and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”).

11. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor’s environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.
 - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor’s Vice President of Audit, or such equivalent position. Any of County’s regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor’s own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
12. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA’s Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.

- i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor’s level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor’s Quality System (“CQS”) in support of applicable regulations, standards, and requirements.
 - iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.
- b. SOC-2 (formerly known as SAS-70 II and SSAE-16) – As to the Hosting Services only:
- i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it “fresh”.
 - ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

13. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data centers and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

14. **Risk Assessment.** Contractor shall conduct an accurate and thorough assessment of the risk and vulnerabilities to the confidentiality, integrity and availability of electronic Protected Health Information held by the County consistent with NIST Special Publication 800-30 rev 1, Guide for Conducting Risk Assessment. Contractor shall document risk, review risk assessment results and update risk assessment at least every year or upon significant change to the System.



Exhibit L (Recommended Configuration)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT L

RECOMMENDED CONFIGURATION

The purpose of this Exhibit is to define Contractor’s Recommended Configuration for the County’s network infrastructure and connectivity/bandwidth so that individually and collectively the network infrastructure and connectivity/bandwidth are sufficient in size, capacity, and processing capability for the use by the County of the MCCA in accordance with the Agreement during the configuration warranty period set forth in Section 17.1.9 (System Configuration Warranty) of the Agreement.

1. RECOMMENDED WAN NETWORK INFRASTRUCTURE

Proposer shall provide its recommendations for the County’s minimum bandwidth set forth below from the applicable edge device demarcation where the Contractor Hosting Services circuits are terminated to the locations listed below.

Facility	Recommended Minimum Bandwidth (in mbps)
1. Managed Care Services – Alhambra	100 to 1000 Mbps LAN
2. Managed Care Services – Monterey Park	100 to 1000 Mbps LAN
3. Health Services Administration (Figueroa)	100 to 1000 Mbps LAN
4. Medical Centers (i.e., H-UCLA MC, LAC+USC MC, OV-UCLA MC, RLANRC)	100 to 1000 Mbps LAN
5. Other DHS Facilities (e.g., Comprehensive Health Centers and Health Centers)	100 to 1000 Mbps LAN

2. RECOMMENDED DESKTOP HARDWARE

System Specifics	Recommendation
1. Manufacturer	Business workstations by major PC manufacturers such as Dell, HP, and Lenovo
2. Model	Dell: Dell Precision T1700 (or similar), HP: Pavilion 550 (or similar), Lenovo: ThinkCentre M83 (or similar)
3. Processor(s)	At least 3rd Generation Intel® Core™ i5 Processor (3.30 GHz) operating with 4 GB to 8 GB RAM
4. Operating system	32-bit or 64-bit Microsoft Windows® 7 Professional with Service Pack 1, or 32-bit or 64 bit Microsoft Windows® 8.1
5. Required third party components (for messaging, file transfer, connectivity, etc.)	Microsoft Office 365 or Microsoft Office Productivity Suite for all users; although Windows has built-in support for FTP, some clients prefer third party FTP software (such as FileZilla) for users with data import/export

System Specifics	Recommendation
	requirements.
6. Disk storage capacity	250 GB to 500 GB hard drive with 3.0 GB/sec through put with Native Command Queuing
7. Display monitor	19-inch widescreen or larger, dual monitors supported and recommended for high-volume users (e.g., claims processing team)
8. Required software client(s)	Microsoft Office 365 or Microsoft Office Productivity Suite for all users, Internet Explorer (IE) 8- 11 (IE 'Edge' is not supported until 2017)
9. Communication equipment and controllers	Wireless connectivity via secured WLAN is supported (via installed or peripheral 802.11a/b/g/ n, but wired connectivity via integrated 10M / 100M / 1000M Gigabit Ethernet is preferred to address gaps in wireless coverage



Exhibit M (Interfaces)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT M**INTERFACES**

No.	Type	Vendor	System Acronym	System Name	Direction	From	To	Description
1.	Clinical Data	Cerner Corporation	ORCHID	Online Real-time Centralized Health Information Database	Outbound	MCCS (EZ-CAP/eligibility)	ORCHID	For all Lines of Business (LOB). This interface will send eligibility information to ORCHID.
2.	Referral Authorization Data	Cerner Corporation	ORCHID	Online Real-time Centralized Health Information Database	Inbound	ORCHID	MCCS (EZ-CAP)	For all LOB.
3.	Provider	CACTUS		Enterprise Credentialing System	Inbound	CACTUS	MCCS (EZ-CAP/Provider)	Credentialing Data For Medi-Cal Managed Care LOB.
4.	Financial	Quadramed/Cerner	RCO and ORCHID	Revenue Cycle Operations and Online Real-time Centralized Health Information Database	Outbound	MCCS (EZ-CAP/EZ-EDI)	EDI Trading Partners	Outbound 837s. For all LOB.



Exhibit N (Additional Hosting Services Terms and Conditions)

to the

Managed Care Core System

Software License, Support and Services Agreement

ADDITIONAL HOSTING SERVICES TERMS AND CONDITIONS

PREAMBLE

This document sets forth additional County required terms and conditions for remote hosted software services.

Required Remote Hosted Software Services Terms and Conditions

Contractor provides Hosting Services, as further described in Section 1(a) (Scope of Services) of Exhibit N.1 (Hosting Services). The County of Los Angeles ("**County**") desires to obtain the Hosting Services from Contractor, on the condition that the provisions of this Exhibit N (Additional Hosting Services Terms and Conditions) are deemed a part of and incorporated into the Agreement.

1. SERVICES

1.1 IN GENERAL

During the Term of this Agreement, Contractor shall provide County with the Hosting Services set forth in this Agreement, Exhibit N.1 (Hosting Services), and Exhibit A (Statement of Work). In providing the Hosting Services, Contractor shall achieve the service levels and performance standards set forth in Exhibit E (Service Levels and Performance Standards), the relevant Statements of Work, and this Agreement (collectively, the "**Hosting Service Levels**").

1.2 ATTRIBUTION AND DISCLOSURES

County may, but is not required to, include such screen credits and/or disclosures for Contractor on the website as County deems necessary or desirable in its sole discretion to distinguish and disclose Contractor's role under this Agreement and as appropriate under applicable state and federal laws. Otherwise, County will be under no obligation to provide attribution to Contractor unless otherwise stated within an applicable Exhibit to this Agreement. The content of any terms and conditions presented to users of the Services shall be controlled solely by County. In the event of a conflict between Contractor's privacy policy, if any, and this Agreement, the provisions of this Agreement shall govern.

1.3 LOOK AND FEEL MODIFICATIONS

Contractor shall not make changes to the look and feel of the Hosting Services without County's prior written authorization.

1.4 USE OF COOKIES ON THE SERVICE

Contractor shall not use "cookies" or any other online tracking technology for purposes of discovering the identity of any users (unless Contractor is specifically authorized hereunder to obtain such information) or tracking the activities of a user after they leave the Services. Information collected from cookies shall constitute County Confidential Information and shall be subject to the protections provided in Section 19 (Confidentiality) and Exhibit K (Information Security Requirements). In no event shall such information be sold or otherwise made available to any third party. Contractor shall use cookies solely for purposes of fulfilling its obligations hereunder. Contractor shall not use cookies from any third party on its website. A user's refusal to accept a cookie shall not preclude that user from fully utilizing the functionality of the Hosting Services. For purposes of this Agreement, a "**cookie**" shall mean a block of data that a server on

the World Wide Web stores on a client system. When a user returns to the same website, the browser sends a copy of the cookie back to the server for administrative purposes.

2. ADDITIONAL WARRANTIES

2.1 NO DELIVERY OF SOFTWARE

Contractor represents and warrants that in connection with this Agreement Contractor shall not deliver for installation on County's systems any software or programming, whether created or developed by Contractor or a third party.

2.2 ACCURACY OF RESPONSES TO CONTRACTOR QUESTIONNAIRE FOR DUE DILIGENCE PREPARATION

Contractor represents and warrants all responses to County's Contractor Questionnaire for Due Diligence preparation, attached as Exhibit Y (Contractor Diligence and Information Security Questionnaire) are true and correct and shall remain true and correct during the term of this Agreement. In the event any Contractor response to the Contractor Diligence and Information Security Questionnaire is no longer true and correct, Contractor must, within three (3) business days of learning of such change in circumstance, notify County in writing of the specific response at issue and the details relating to the change in circumstance.

2.3 SERVICES NOT TO BE WITHHELD OR SUSPENDED

Contractor represents and warrants that, provided County continues to timely make all undisputed payments, during the term of this Agreement, County will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a dispute between the Parties arising under this Agreement.

3. CONFIDENTIALITY

3.1 SOLICITATION OF COUNTY USERS

During the Term of this Agreement and thereafter in perpetuity, Contractor agrees not to use the Personal Data, whether directly or indirectly, to target or solicit County users or those of its subsidiaries, affiliates, and joint ventures, as such, on behalf of itself or any third party, including but not limited to, on behalf of entities that provide healthcare related services in direct competition with County or commit any other act or assist others to commit any other act which might injure the business of County. Contractor agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any County users. Nothing contained herein shall preclude Contractor from providing services to any County user who independently contacts Contractor, who is responding to a general solicitation of Contractor, or is contacted by Contractor based on information independently derived by Contractor.

4. SECURITY

4.1 STORAGE OF PERSONAL DATA

All Personal Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and destruction. In addition to the general standards set forth above, Contractor will maintain an adequate level of physical security controls over its facility including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches.

5. LIMITATION OF LIABILITY

IN THE EVENT ANY COUNTY DATA IS DESTROYED, DAMAGED, OR LOST AS A RESULT OF THE ACTS OR INACTIONS OF PROVIDER, PROVIDER SHALL BE RESPONSIBLE FOR THE COST TO REPAIR OR RECREATE SUCH COUNTY DATA.

6. DISASTER RECOVERY AND BUSINESS CONTINUITY

6.1 DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

Contractor shall establish, implement, and maintain business continuity, recovery, and disruption avoidance procedures for those facilities where the Hosting Services will be performed and for the personnel performing the Services that conform with the Business Continuity Guidelines as described in Exhibit N.2 (Disaster Recovery Plan and Business Continuity Plan). Contractor shall provide County with a written copy of its recovery and business continuity plans (collectively, the “Plan”) as Exhibit N.2 (Disaster Recovery/Business Continuity Plan) and all updates thereto during the Term of this Agreement. Any future updates or revisions to the Plan, processes, and procedures shall be no less protective than the Plan in effect as of the Effective Date. In addition to the requirements stated in Exhibit N.2 (Business Continuity Plan and Disaster Recovery Plan), any recovery specific addenda provided by County that reference this Agreement, or the Statement of Work may provide additional detailed specifications for recovery as appropriate to County’s requirements.

6.2 PLAN AUDIT

Contractor shall have an annual audit performed of its Plan, and shall promptly provide County with a copy of the audit report along with a written action plan to address issues that had been identified.

6.3 PLAN TESTING

On at least an annual basis, Contractor shall test its Plan, including activation of its backup facilities and review and update the Plan accordingly. The test shall include end-to-end testing with County. Within thirty (30) calendar days of completion of each such test, Contractor shall provide County with a summary of the test plan and the results of such testing and a written action plan including estimated completion dates to remedy any issues identified. Contractor shall provide reasonable evidence that any identified deficiencies discovered through either testing or an audit have been corrected and verified through additional testing.

6.4 ONSITE REVIEW OF CONTRACTOR FACILITIES

Upon reasonable advance written notice, County may, at its option, elect to conduct onsite reviews of Contractors’ facilities for, but not limited to:

- (a) assessing viability of recovery processes, procedures, and facilities;
- (b) ensuring that Contractor staff are fully aware and currently trained on recovery processes and procedures; and
- (c) safety and soundness of primary and recovery facilities.

6.5 RECOVERY TIME REQUIREMENT

Contractor shall provide business continuity for both Production Use and business continuity environments according to the Plan as described in Exhibit N.2 (Disaster Recovery Plan and

Business Continuity Plan), which shall include providing a Hosting Environment at a High Availability. “**High Availability**” shall mean the availability of Contractor Secondary Data Center to be utilized in the event the Contractor Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications. The Contractor Secondary Data Center becomes available for Production Use in forty eight (48) hours or less from an event in which the Contractor Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications (“**Recovery Time Objective**”). Also, Contractor Secondary Data Center will become available for Production Use with loss of data submitted by user limited to twenty-four (24) hours or less, for transactions that have not been committed to the database at the time of failure in the Contractor Primary Data Center (“**Recovery Point Objective**”).

6.6 CONTRACTOR SECONDARY DATA CENTER

As of the Effective Date, Contractor shall have a Contractor Secondary Data Center in an alternate location that meets County’s guidelines to be geographically dispersed. The Contractor Secondary Data Center shall not be located on the same electrical power grid or same telecommunications lines or the same floodplain, same earthquake fault zone, or tsunami susceptible coastal region as the Contractor Primary Data Center. Contractor shall ensure the recovery site will be properly equipped with sufficient backup generators dedicated for the Contractor’s use to support all Services, with the amount of fuel on-site that will enable the site to operate for seventy-two (72) hours or whatever the maximum local fuel storage regulations will allow. Contractor shall provide County with copies of Contractor’s written agreements with primary and backup local fuel service providers to ensure uninterrupted replenishment of Contractor’s supplies. Contractor must demonstrate to County that their local fuel suppliers are not dependent on public commercial power in order to fulfill this requirement. Contractor shall ensure that the Plan and recovery processes and procedures support relocation of Hosting Services performed to the recovery site to meet the requirements of this Agreement and all applicable Hosting Service Levels.

6.7 PLAN SUBMISSION

If the recovery facility is not permanently dedicated to recovery of Services provided to County, Contractor shall provide documented procedures and agreements with any other user of the facility that such users will be preempted to provide the capacity to meet the requirements of this Agreement. Contractor shall ensure the Plan and recovery processes and procedures support relocation of Services to the recovery site to meet the requirements of this Agreement and all applicable Hosting Service Levels. The Plan and all recovery processes, policies, and facilities must be submitted to County for approval by four (4) weeks prior to the start of provision of the Hosting Services covered by this Agreement. The Plan shall be tested prior to the start of provision of the Hosting Services covered by this Agreement.

6.8 BACKUP COPIES

Contractor shall create daily backup copies of all County Data and other work related to the Services and shall transmit (either electronically or via physical backup media) such copies to a backup facility each day such that the maximum data loss from the complete loss of the primary facility is no more than twenty-six (26) hours. The backup facility must be in a secured and accessible location that is geographically dispersed from the primary facility.

6.9 ALTERNATE SITES OR STORAGE FACILITIES

Contractor shall ensure that the provisions for information security, physical security, and information privacy specified in this Agreement are implemented at any alternate or backup site or storage facility and for any information transmitted between the primary site and alternate sites or storage facilities.

6.10 RIGHT TO TERMINATE

In the event Contractor fails to develop the foregoing recovery site and continuity practices described within this Section within the prescribed time, County may, in its sole discretion, terminate this Agreement without further obligation, including payment of any stranded costs.

6.11 FORCE MAJEURE NOT APPLICABLE

The provisions of Section 31.1 (Force Majeure) of the Agreement relating to events of force majeure shall not relieve Contractor of its obligations under this Section 6 (Disaster Recovery and Business Continuity).

6.12 IN-HOUSE SOLUTION

Upon County's election, Contractor agrees to make the Licensed Software, Third-Party Products, and Hardware available to County to utilize from County internal facilities or its designated third-party data center (the "**In-House Solution**"). County shall have two (2) options to elect to transition the Hosting Services to the In-House Solution and terminate the Hosting Services. The options shall be for open for sixty (60) days each beginning on January 1, 2020 and upon the expiration of the Initial Support Term. During such option periods County may elect to convert the Hosting Services to the In-House Solution for no additional license fee as to the Licensed Software. County will notify Contractor in writing of its election to transition concurrently with its notice of termination of the Hosting Services. Upon such notice, Contractor and County will work together to develop a migration plan and Contractor will provide County with the following: (a) the cost of required Hardware and Third-Party Products necessary to operate the In-House Solution; and (b) Optional Work necessary for the transition pursuant to a mutually agreed Statement of Work. Contractor and County will prepare an Amendment for submission to the Board with regard to all applicable In-House Solution transition issues.

In the event of such an election, (i) the license grants will continue as provided in the Agreement; (ii) any recurring fees associated with any Hosted Services shall stop on the date of County's Acceptance of the In-House Solution; and (iii) all other terms of the Agreement shall remain unchanged, provided that Exhibit E (Service Levels and Performance Standards) will require modifications depending on the nature of the Services terminated and/or retained by County.

Acceptance of the In-House Solution shall mean the In-House Solution is operating on the Recommended Configuration in material conformance with the Specifications. Acceptance Testing shall commence, as provided in Section 12 (Acceptance) of the Agreement, upon Contractor's written notification to County that the implementation Services described above have been completed and that the In-House Solution is ready for use by County in a Production Environment. For the purposes of this Section 7 (In-House Solution), the term "Use" means to copy, install, access, execute, operate, and run the In-House Solution for test, development, and production purposes. For purposes of this Section 7 (In-House Solution), "**Recommended Configuration**" for the In-House Solution developed upon County's election of the In-House Solution option, shall mean the computer platform(s), operating system(s), applications,

interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the In-House Solution.



Exhibit N.1 (Hosting Services)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT N.1
HOSTING SERVICES

This Exhibit, and the Exhibit A (Statement of Work) of the Agreement, describe the Hosting Services the Contractor shall provide to County. Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the body of the Agreement and Exhibit G (Glossary).

1. SCOPE OF SERVICES

- (a) Contractor shall provide and maintain all Services necessary to host the Licensed Software from the Hosting Environment such that the Managed Care Core System (“**MCCS**”) shall perform as defined herein, and in accordance with the Specifications, and otherwise in accordance with this Agreement (“**Hosting Services**”).
- (b) Contractor shall provide Hosting Services on a 24x7x365 basis. County personnel must have the ability to submit a Support Request on a 24x7x365 basis for Hosting Services.
- (c) Contractor shall maintain a Hosting Environment to support the Licensed Software as to the Version(s) being utilized by County in accordance with Section 9.7.2 (Contractor’s Revisions) of the Agreement.

2. OPERATIONS AND HOSTING SERVICES

2.1 HOSTING HARDWARE MAINTENANCE

- (a) Contractor shall schedule and perform maintenance, including preventive maintenance of Hosting Hardware, including, but not be limited to, the repair or replacement of all non-functioning or under-performing Hosting Hardware or Hosting Hardware no longer supported by its manufacturer and used by Contractor for hosting the Licensed Software in order to maintain the Hosting Service Levels and compatibility with the Licensed Software, any Revisions to the Licensed Software, and/or Interfaces.
- (b) Based on Hosting Hardware platforms recommended by Contractor, Contractor shall maintain compatibility of the Services and Licensed Software with new Hosting Hardware, Hosting Software, including firmware, operating system software versions, database software versions, Third-Party Software, and configurations. Contractor shall provide quality assurance, testing processes, and corrective action in collaboration with County personnel to ensure any Licensed Software and Revisions to the Licensed Software are suitable for release.

2.2 PREVENTATIVE MAINTENANCE

Contractor shall create a schedule of required preventative maintenance tasks for the Hosting Environment to ensure that the Hosting Environment and all components thereof are functioning in accordance with this Agreement. Such preventative maintenance tasks include, but are not limited to, the following:

- (a) Updates, Releases, Enhancements, and Versions for Licensed Software, Interfaces, and Hosting Revisions for Hosting Software; and

- (b) Review of Error and other logs to ensure any maintenance required to correct any Errors and restore the Hosting Environment to normal operations is detected and performed in a timely manner and that such information is used to anticipate Errors and make proactive Hosting Error Corrections.

3. HOSTING ENVIRONMENT

Without limiting the Contractor's responsibilities described herein or otherwise in the Agreement, Hosting Services shall include the provision of a Hosting Environment to perform in accordance with the Specifications and Hosting Service Levels and shall include the following:

3.1 TECHNICAL ENVIRONMENT

The Hosting Environment shall include redundant system components:

- (a) Network load balancers, web Servers, application Servers, and database Servers in a redundant configuration;
- (b) LAN/WAN infrastructure, including networking equipment for an enterprise class data center LAN, networking equipment for connection to circuits to County facilities, connection cabling, and required peripherals;
- (c) Storage Area Network ("**SAN**") using Redundant Array of Independent Disk ("**RAID**") and multiple data paths for storing County's data;
- (d) Maintenance of fully separate development, test, training, and production environments. The test environment shall be used to validate all Revisions to the Licensed Software and all Hosting Revisions to the Hosting Software.

3.2 PHYSICAL ENVIRONMENT

The Hosting Environment shall include all necessary facilities and redundant Mechanical, Electronic, and Plumbing ("**MEP**") components:

- (a) Electrical power infrastructure, including utility-provided electrical power, diesel generators built to support N+2 availability, an on-site fuel supply adequate to support the critical and essential load for at least seventy-two (72) hours, backup local fuel delivered by service providers to ensure uninterrupted fuel replenishment, Uninterruptible Power Supplies ("**UPS**") designed to support N+1 availability until generators are online in the event of a disruption of utility-provided power, UPS batteries, Power Distribution Units ("**PDUs**"), emergency power off systems, hydrogen sensors, power supplies, transfer switches, load banks, breaker panels, and copper cabling;
- (b) Heating, ventilation and air conditioning ("**HVAC**") systems built to support N+1 availability to ensure optimal cooling to building infrastructure and all equipment locations, including ductworks, computer room air conditioners ("**CRAC**") units, condensers, cooling towers, thermostat sensors, hot and cold aisle distribution systems, and humidification systems;
- (c) Plumbing systems for the routing of cabling, air, water, and fire suppression gasses;

- (d) Fire protection systems, including detection and abatement systems, “cross zoned” heat detectors, fire panels, deluge systems, and gaseous system, designed in accordance with industry best practices and all National Fire Protection Association codes and standards;
- (e) Facilities, including dedicated cage or similar environments, raised floor systems, component racks, cabinets, seismic isolation platforms; and
- (f) Internet and other telecommunications connections delivered into dedicated cage environments to provide multiple distribution paths.

3.3 PHYSICAL SECURITY ENVIRONMENT

- (a) Contractor shall maintain County’s Hosting Environment in Statement on Standards for Attestation Engagements (“SSAE”) sixteen (16) certified facilities, or facilities of successor certification, with:
 - Access controlled through documented procedures;
 - 24x7x365 security and technical engineering staff;
 - Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access; and
 - Video surveillance monitoring on a 24x7x365 basis.
- (b) Contractor’s physical cage environments shall be governed by strict Access Control Lists (“ACL”) for physical access to the environments. All data and storage cabinets shall be secured with locks, requiring proximity cards for physical access. All cage access and cabinet access shall be monitored through internal management and logging systems.
- (c) Contractor shall maintain comprehensive security policies, procedures, and controls to govern, support, and secure the Hosting Environment. Security policies and procedures shall be reviewed and updated on a regular basis. Contractor’s security management controls shall be reviewed by an independent third party firm, on an annual basis, following SSAE 16 or successor certification, guidelines and format.

3.4 HOSTING ENVIRONMENT SECURITY

Contractor shall use secure technology to protect County Data, Personal Data and other Confidential Information of County and the users of the Service in its storage and transmission between the user and the Hosting Environment which shall include the following:

- (a) Industry standard products to protect County Data when transmitting across public networks, including 256-bit Secure Socket Layer (“SSL”) certificates signed by mutually agreed upon certificate authority and at least conforming to FIPS PUB 140-2 and Advanced Encryption Standard (“AES”) Internet Protocol Security (“IPsec”) VPN connections.
- (b) A network structure protected by redundant clustered firewalls and monitored with intrusion prevention systems. All security systems shall be from leading security industry vendors, implemented in conjunction with Contractor’s third-party security firms, and validated by Contractor’s separate third party vulnerability/penetration testing firms. The firewall logs shall be reviewed weekly and analyzed proactively by enterprise

security management systems to identify security threats. The Hosting Environment shall be safeguarded using Network Address Translation (“NAT”), Internet Protocol (“IP”) masquerading, port redirection, non-routable IP addressing and ACL’s, multi-factor authentication, and management network segregation.

- (c) Background investigation, prior to being offered employment, for all Contractor staff performing work under this Agreement in accordance with Section 17.1.13 (Background and Security Investigations) of the Agreement. All Contractor’s support staff shall go through extensive security, and privacy training prior to being provided physical access.
- (d) Multi-factor devices to access managerial functionality within the environment for administrative access. All user access shall be monitored and managed by the Contractor’s security/compliance department. All Servers, Hosting Hardware devices, software applications, user accounts, security devices, and technical services shall be fully audited-and managed in real time by enterprise management and notification systems. Any account, physical, environmental or security change shall be immediately identified and trigger a notification to all Contractor hosting and security staff. Contractor’s enterprise management systems shall immediately provide an ISO compliance dashboard showing full compliance status with all applicable environmental controls.
- (e) The maintenance of security by restricting access points to all production environments. Strong password rules shall be enforced and the Hosting Environment shall be constantly updated to the vendor recommended patch levels for security. The Hosting Environment shall be hardened by disabling any non-critical ports, users, protocols, and processes, following vendor’s “best practice” recommendations for security. All environmental operating systems access shall require multi-factor authentication.
- (f) Operations to identify and manage risks and vulnerabilities that could affect the Contractor’s ability to provide reliable Hosting Services to the County. These processes shall require Contractor management to assign a risk profile to all assets within the Hosting Environment, including Hosting Hardware, software, services, staff, and client data. Each asset and its applicable risk and vulnerabilities shall be tracked, monitored, and reviewed on a regular basis. Any new assets shall be evaluated based upon a risk rating formula. The hosting operations executives shall meet periodically to discuss the risks Contractor is facing. These shall include various aspects of financial and technological risks, including risks introduced by changes in the nature of services provided and processing when applicable. In addition, Contractor’s department managers shall meet with its staff on a regular basis to discuss any outstanding issues pertaining to their function within Contractor’s organization.
- (g) Extensive change management policies, procedures, and controls. All non-routine environment changes shall require approvals, extensive testing, and full documentation prior to being implemented within the Hosting Environment.
- (h) Extensive incident management and monitoring procedures for the Hosting Environment. Contractor shall notify County of any attacks, service interruption, or threatened or suspected breach of security against the Servers and/or Services in

accordance with the requirements of this Agreement, Exhibit E (Service Levels and Performance Standards), and Exhibit F (Business Associate Agreement).

- (i) If Contractor suspects unauthorized activities by County that may be impacting security or may be materially impacting Hosting Services, it shall immediately escalate such information to Chief Information Officer for Managed Care Services.

3.5 HOSTING REVISIONS

- (a) Contractor shall implement Hosting Revisions in the Hosting Environment on a regular basis, provided Contractor shall not implement such Hosting Revisions if the Hosting Revisions could adversely impact performance of the MCCS without direct coordination with the County Project Manager.
- (b) Other than the Hosting fee, there shall be no other change or cost to County associated with Hosting Revisions.
- (c) Any Hosting Revisions are expected to comply with federal and state laws and regulations at no additional cost over the monthly Hosting Services fees for Hosting Services under the Agreement.
- (d) Contractor shall provide County with Hosting Revisions, revised related Documentation and, if necessary, modified procedures, to correct any failure of the Hosting Environment to operate in accordance with the Specifications.

3.6 HOSTING HARDWARE REFRESH SERVICES

Throughout the Term, Contractor shall review at least once every twelve (12) calendar months the performance of the Hosting Environment to determine the need for Refresh Services to the Hosting Hardware currently being used to provide the Hosting Services. Contractor shall provide all Hosting Services required to implement this Section 3.6 (Hosting Hardware Refresh Services) at no additional charge to County except to the extent included in Exhibit C (Fees; Contractor Professional Services Rates) or as otherwise approved in Exhibit A (Statement of Work). Contractor will upgrade and replace all Hosting Hardware in accordance with (i) the technical architecture and standards and timeframes required pursuant to any Statement of Work, and (ii) as otherwise required to deliver the Hosting Services in accordance with this Agreement. The Services provided pursuant to this Section 3.6 (Hosting Hardware Refresh Services) are collectively referred to as “**Refresh Services**” and require County approval prior to implementation.



Exhibit N.2 (Disaster Recovery Plan & Business Continuity Plan)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT N.2
DISASTER RECOVERY PLAN AND BUSINESS CONTINUITY PLAN

The following represent guidelines for Contractor’s Disaster Recovery and Business Continuity programs in support of County. Contractor shall provide County with a written copy of its disaster recovery and business continuity plans (collectively, the “Plan”) as Exhibit N.3 (Disaster Recovery and Business Continuity Plan For Los Angeles County Hosted Services).”

Contractor must be able to demonstrate a viable Disaster Recovery and Business Continuity program that includes Planning, Testing, and Reporting components which will support Exhibit E (Service Levels and Performance Standards) and Exhibit N (Additional Hosting Services Terms and Conditions). Contractor must also demonstrate a process by which the overall program is maintained and kept current. Contractor shall certify on a quarterly basis to County that all required plan maintenance has been performed and that the Plan is up to date.

1. The Plan shall include, but is not limited to, the following content:
 - 1.1 Overall Program Description:
 - (a) Affiliate name, description, and operational location(s)
 - (b) Version Information:
 - (i) Current Version and Approval Date
 - (ii) Version History
 - (c) Most Recent Test Date
 - (d) Plan Author, Owner, and Approver
 - 1.2 For each function performed on behalf of County:
 - (a) Description including location(s), both primary and backup, where work is performed
 - (b) Criticality as agreed between Contractor and County
 - (c) Recovery requirements including:
 - (i) Recovery Time Objective
 - (ii) Recovery Point Objective (if applicable)
 - (iii) Recovery Capacity Objective
 - (d) Recovery capability for potential service disruptions including but not limited to:
 - (i) National and/or Regional risks such as weather hazards, political issues, geologic instability, etc.
 - (ii) Loss of primary workspace
 - (iii) Loss of supporting infrastructure – telecommunications, networks, etc.
 - (iv) Loss of critical third party contractors

- (v) Unavailability of personnel – all potential situations including but not limited to widespread medical emergencies including pandemics
 - (e) Recovery Strategies
 - 1.3 Recovery Team including roles, responsibilities, staffing, training, and awareness programs
 - 1.4 Internal notification and escalation process
 - 1.5 Notification and disruption management process with County and other external entities
 - 1.6 Site evacuation and/or relocation strategies
 - 1.7 Detailed tasks and procedures including but not limited to:
 - (a) Tasks to be performed and estimated duration
 - (b) Dependencies
 - (c) Required providers, sub-contractors, and suppliers
 - (i) Including contact information, access/account numbers, activation instructions and authorized personnel at Contractor who may initiate Contractor recovery activities
 - 1.8 Evidence that Contractor has required and verified recovery capability of sub-providers and other parties that Contractor is dependent on to provide Services to County.
2. The Test Planning Process shall include, but is not limited to, the following content:
- 2.1 Testing Methodology, Scope, and Objectives including but not limited to:
 - (a) Support for Plan and Contract requirements
 - (b) Documentation of variances between test objectives and contract requirements (if any)
 - (c) Documentation of variances between test and actual disruption recovery processes (if any)
 - (d) Performance measurement requirements
 - (e) Success criteria
 - (f) Issue tracking, management, and resolution processes and procedures
 - (g) Involvement of external entities such as County, infrastructure providers, and third party Contractors
 - 2.2 Test Environment Setup and Execution including but not limited to:
 - (a) Environment configuration and capacities

- (i) Documentation of variances between test and production environments such as transactions, number of users, data source sizing, etc.
 - (b) Test cases and execution scripts
 - (c) Resource requirements including but not limited to:
 - (i) Technology and facility infrastructure
 - (ii) Personnel – primary and backup staff participation
 - (iii) External entity involvement
 - (d) Measures to isolate production systems from possible disruption during the course of testing
- 3. The Test Reporting Process shall include, but is not limited to, the following content:
 - 3.1 Testing results summary including overall success or failure of the test
 - 3.2 Testing results vs. objectives
 - (a) Explanation of discrepancies (if any)
 - 3.3 Listing of issues from prior tests that were confirmed as being resolved with this exercise
 - 3.4 Listing of issues identified including priority, responsible party and schedule for resolution
 - 3.5 Statement as to whether test results demonstrate ability to meet contract requirements should a real disruption occur
 - 3.6 Final Disaster Recovery Test Plan that was used (as an Appendix)



Exhibit N.3 (Disaster Recovery and Business Continuity Plan For
Los Angeles County Hosted Services)
to the
Managed Care Core System
Software License, Support and Services Agreement

Disaster Recovery and Business Continuity Plan For Los Angeles County Hosted Services



MTS Healthcare
199 S. Los Robles
Suite 820
Pasadena, CA 91101

April 20, 2016

CONFIDENTIAL



Exhibit O (County Required Forms)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT O

COUNTY REQUIRED FORMS

The following documents are attached to this Exhibit O (County Required Forms) and are hereby incorporated by reference:

- Exhibit O-6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit O-9 Attestation of Willingness to Consider Gain/Grow Participants
- Exhibit O-10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

EXHIBIT O-6
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- Proposer is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code; and
- Each such County Lobbyist retained by the Proposer is **not** on the Executive Office's List of Terminated Registered Lobbyists as part of their proposal.

Signature: _____

Date: _____

EXHIBIT O-9

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Proposer Organization: N/A

Signature: _____

Type or Print Name: _____

Type or Print Title: _____

Date: - -

Telephone Number: - - -

Fax Number: - -

EXHIBIT O-10

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number: - -		
Solicitation For	Services:	

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract **awarded, exceed \$500,000.**

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: - -



Exhibit P (Contractor Tools)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT P

CONTRACTOR TOOLS

Microsoft Project 2013

The application is designed to assist project managers in developing plans, assigning resources to tasks, tracking progress, managing budgets and analyzing workloads.

Microsoft Project creates critical path schedules. Schedules can be resource levelled. The chain is visualized in a Gantt chart.

Resource definitions (people, equipment and materials) can be shared between projects using a shared resource pool. Each resource can have its own calendar which defines what days and shifts a resource is available. Resource rates are used to calculate resource assignment costs which are rolled up and summarized the resource level.

Each resource can be assigned to multiple tasks in multiple plans and each task can be assigned multiple resources. Microsoft Project schedules task work based on the resource availability as defined in the resource calendars. All resources can be defined in an enterprise resource pool.

Microsoft Project creates budgets based on assignment work and resource rates. As resources are assigned to tasks and assignment work estimated, Microsoft Project calculates the cost equals the work times the rate. This rolls up to the task level, then to any summary tasks and finally to the project level.

Mavenlink

Mavenlink provides budgeting, collaboration, issue tracking, learning and support, notifications, reporting, resource management, task management, and traditional project management functionality. Mavenlink does so in a way that makes it highly efficient from an integration standpoint. The software interfaces seamlessly with *Google Apps*, *MS Office* and *Intuit's QuickBooks* to create a project management tool that builds on the resources we already have.

PhaseWare Tracker

PhaseWare Tracker is a ticketing and support tool, providing a scalable solution that enables us to enhance customer satisfaction, and increase support staff productivity.

- Manage customer, contact, and incident information
- Streamline workflow and knowledge management
- Leverage the MS Outlook interface for email customer support
- Create, re-allocate, over-ride, and monitor unlimited Support Level Agreement (SLA) packages
- Monitor first call resolution rate and billing accuracy
- Classify tickets and coordinate incidents into a single project
- Produce a wide range of management reports

Sharepoint



Exhibit Q (Beneficiary Registration Form
for Software Escrow Agreement)

to the

Managed Care Core System

Software License, Support and Services Agreement



Beneficiary Registration Form

<u>Orange Health Solutions, Inc.</u> Owner Company Name	<u>7856</u> Escrow Number	<u>MB-SP</u>
<u>Los Angeles County Department of Health Services</u> Beneficiary Company Name	<u></u> Main Contact	
<u></u> Address Line 1	<u></u> Telephone	
<u></u> Address Line 2	<u></u> Facsimile	
<u></u> City, State, Zip Code	<u></u> e-mail Address	
<u></u> Country		

This Beneficiary Registration Form applies to the above-identified Escrow and the Software Escrow Agreement dated 08/17/2005 (MM/DD/YYYY) to which Owner and EscrowTech International, Inc. ("EscrowTech") are parties (the "Escrow Agreement").

Owner and Beneficiary have entered into one or more other agreements identified below:

Managed Care Core System Software License, Support and Services Agreement with an Effective Date of July 20, 2016
License Agreement

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

The following Software Products are licensed to Beneficiary pursuant to the License Agreement and Beneficiary is registered under the Escrow Agreement for these Software Products only:

EZ-CAP/EZ-EDI Software
Software Product No. 1

EZ-NET Software
Software Product No. 2

EZ-PARTNER Software
Software Product No. 3

ClaimShop Software
Software Product No. 4

Software Product No. 5

Software Product No. 6

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and to amendments made to the Agreement for only this Beneficiary per Appendix 4 of this Beneficiary Registration Form and is hereby made a Party thereto. Amendments made to the Agreement per Appendix 4 of this Beneficiary Registration Form are made for this Beneficiary only. Beneficiary is entitled to the rights and benefits of a "Beneficiary" under the Escrow Agreement and accepts the obligations of a "Beneficiary" under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Beneficiary Registration Form and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement.

Agreed to and accepted by Owner and Beneficiary:

Date of Beneficiary Registration

Orange Health Solutions, Inc.
Owner Company Name ("Contractor")

Los Angeles County Department of Health Services
Beneficiary Company Name ("County")

Authorized Signature

Authorized Signature

Name

Name

Title

Title

This Beneficiary Registration must be sent to EscrowTech International, Inc.

EscrowTech Authorized Signature

Date Received

Appendix 1

1. RELEASE CONDITION:

The Release Condition shall be deemed to have occurred if:

- (a) the insolvency of Contractor;
- (b) the making of a general assignment by Contractor for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Contractor that is not dismissed within thirty (30) days of the filing thereof;
- (c) as set forth in Section 5 (Bankruptcy And Liquidation);
- (d) in the event Contractor ceases to maintain or support the Licensed Software for reasons other than County's failure to pay for, or election not to receive, Contractor's Support Services, and no other qualified entity has assumed the obligation to maintain and support the Licensed Software;
- (e) termination of this Agreement for breach by Contractor; and
- (f) any other release conditions that may be specified under the Escrow Agreement.

2. PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

County shall be entitled to use the Source Material as needed to remedy the event of release and mitigate any damages arising from such event. Such use will include, but is not limited to, County's right to perform its own support and maintenance, alter or modify the Source Material, and/or obtain the benefits sought under this Agreement.

County acknowledges that any possession of the Source Material referred to herein is subject to the confidentiality and proprietary provisions of access to any third party, except to service, maintain, support, repair, operate, modify, or otherwise facilitate and continue the use and operation of the installed Licensed Software as provided herein. Should use of the Source Material as provided in this Section 4 (Escrow of Source Materials) involve the use or practice of any patent, copyright, trade secret, trademark, or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark, or other proprietary information infringement against County, provided use of the Licensed Software and Source Material is in accordance with this Agreement

3. TERMINATION OF REGISTRATION – TERMINATION CONDITIONS

(see Subsection 16(b) of the Software Escrow Agreement)

In addition to other grounds for termination under Section 16 or 17, Beneficiary's Registration will terminate if any of the following termination conditions is satisfied:

1. The License granted to the Software Products under the License Agreement terminates

Appendix 2 Additional Contacts

1. General Counsel Contact

Attorney Company Name

Counsel Contact

Address Line 1

Telephone

Address Line 2

Facsimile

City, State, Zip Code

e-mail Address

Country

2. Billing Contact

Beneficiary Company Name

Billing Contact

Address Line 1

Telephone

Address Line 2

Facsimile

City, State, Zip Code

e-mail Address

Country

Appendix 3 Additional Services

Services	Description of Services	Fees	Payor
<input checked="" type="checkbox"/> Level 1 File Listing Verification Report	<p>In addition to the Confirmation Receipt of Deposit and Standard Inspection of Deposit Materials, EscrowTech will send to Beneficiary a File Listing Verification Report. The File Listing Verification Report includes a file listing, a file classification table, Cryptographic hash function (MD5) for each file, a virus scan outputs, and a Deposit Inventory Form.</p> <p>The annual fee includes this service to be performed on up to four Deposits per year. A fee of \$100 USD will be charged to perform this service on each Deposit to the escrow in excess of four. This service can only be performed on Deposit Materials that are readable on a PC running Windows.</p>	\$595 per year	<input checked="" type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 2 Technical Verification – Deposit	<p>In addition to the File Listing Verification Report, EscrowTech will perform an analysis of the Build Instructions included with the Deposit Materials. The report will identify the hardware, operating system, programming languages, third party software, and library dependencies. The Owner will be required to complete a Technical Verification Questionnaire to complete the Deposit</p>	\$1095 per Analysis	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 3 Technical Verification – Build and Compile	<p>EscrowTech will perform a Technical Verification on deposit and any subsequent deposits upon request, which includes the outputs of the Technical Verification – Deposit Analysis as described above. EscrowTech will compile the source code in Deposit Materials and will build an executable program following build instructions and configuration information from the Owner (with respect to programs that are not compiled into executable programs in normal operations, EscrowTech will then test that the interpreted code operates). The development environment included in the Deposit Materials will be used by EscrowTech for this purpose. Owner must provide the programming documentation, build and compile instructions, and any other materials, resources, equipment, or tools needed by EscrowTech to enable or facilitate the technical verification.</p> <p>The Parties and EscrowTech will agree on a custom Technical Verification</p>	Starting at \$2995 per verification or based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 4 Technical Verification – Binary Compariso	<p>Per the Technical Verification Addendum, EscrowTech will compare and analyze the files and executables against those being used by the Beneficiary. The comparison will include a file size match and an md5/sha1 checksum.</p>	Based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 5 Technical Verification – Test Plan	<p>Per the Technical Verification Addendum, EscrowTech will install the executables on a target computer and will test the program for functionality following the steps agreed upon by the Owner and Beneficiary.</p>	Based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary

Appendix 4 Special Conditions

Notwithstanding anything in the Agreement to the contrary, the following shall apply:

1. Add the following to the end of Section 7(e) (Verification): “County shall have the right, at County’s sole expense, to require the Escrow Agent to verify the relevance, completeness, currency, accuracy, and functionality of the Source Material by, among other things, compiling the Source Material and performing test runs for comparison with the capabilities of the Licensed Software according to a Technical Verification Addendum. In the event such testing demonstrates the Source Material does not correspond to the Licensed Software, Contractor shall reimburse County for all costs and fees incurred in said verification, compilation, and testing and immediately deposit the correct Source Material with the Escrow Agent.”
2. Add the following to Exhibit A.C (Updates): “The Parties acknowledge that as a result of the passage of time alone, the deposited Source Material may be susceptible to loss of quality (“Natural Degeneration”). For the purpose of reducing the risk of Natural Degeneration, Contractor shall deposit with the Escrow Agent a new copy of all deposited Source Material at least once every two (2) years. In the event the Source Material or any part of it is destroyed or corrupted, upon County’s request, Contractor shall provide a replacement copy of the Source Material.”
3. Add the following to the end of Section 15(b) (Beneficiary Fees): “Notwithstanding the foregoing, Owner is responsible for the payment of the Beneficiary Fee and shall pay the Beneficiary Fee in accordance with the terms of this Section 15(b) (Beneficiary Fees) as if Owner were the Beneficiary.”
4. Delete subclause (c) from Section 16 (Termination of the Beneficiary’s Registration), which states in full: “(c) The Beneficiary breaches this Agreement, including payment obligations, and does not cure such breach within 30 days of written notice of such breach, and EscrowTech gives notice of termination to the Beneficiary.”
5. Delete subclause (d) from Section 16 (Termination of the Beneficiary’s Registration), which states in full: “(d) The Escrow terminates.”



Exhibit R (Confidentiality and Assignment Agreement)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT R

CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

CONTRACTOR: ALLSCRIPTS HEALTHCARE, LLC

1. GENERAL INFORMATION

The organization identified above (“**Contractor**”) is under contract (“**Agreement**”) to provide Services (as such term is defined in the Agreement) to the County of Los Angeles (“**County**”). County requires each employee, agent, consultant, outsourced vendor and independent contractor (in this Exhibit R “staff”) of this Contractor performing Services under such Agreement to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Contractor, by executing this Confidentiality and Assignment Agreement (“**Confidentiality and Assignment Agreement**”), represents that it shall ensure each such staff member’s compliance with the obligations regarding such data and information, as set forth in the Agreement, including this Exhibit R.

2. CONTRACTOR ACKNOWLEDGMENT

Contractor understands and agrees that all of Contractor’s, or any subcontractor’s, staff that will provide Services pursuant to the above-referenced Agreement are Contractor’s, or any subcontractor’s, sole responsibility. Contractor understands and agrees that its, or any subcontractor’s, staff must rely exclusively upon Contractor, or any subcontractor, for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Services under the above-referenced Agreement.

Contractor understands and agrees that its, or any subcontractor’s, employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Services under the above-referenced Agreement. Contractor understands and agrees that its, or any subcontractor’s, staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Contractor, any subcontractor, and their staff, by virtue of performing Services under the above-referenced Agreement, may come in contact with (i) Confidential Information (as such term is defined in the Agreement), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations, contractors or their subcontractors doing business with County (collectively for the purpose of this Exhibit R “**Confidential Information**”). By signing this Confidentiality and Assignment Agreement, Contractor agrees that, by virtue of involvement in the Services under the Agreement, it, any subcontractor, and their staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Section 19 (Confidentiality) of the Agreement and as specified below.

Contractor agrees, on behalf of itself, its subcontractors and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Services under the above-referenced Agreement;

and (iii) to utilize the Confidential Information solely for the limited purpose of providing Services pursuant to the Agreement. Contractor's, or any subcontractor's, staff shall forward all requests for disclosure or copying of any such information in their possession or care to the County Project Manager under the Agreement.

Contractor agrees to report to the County Project Manager under the Agreement any and all violations of this Confidentiality and Assignment Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Contractor's, or any subcontractor's, staff and/or by any other person, of which such staff become aware. Contractor agrees and shall ensure that its, or any subcontractor's, staff return possession of all Confidential Information to the County Project Manager under the Agreement upon completion of the above-referenced Agreement, or termination of employment with the Contractor, or any subcontractor, whichever occurs first.

4. ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this Confidentiality and Assignment Agreement, "**Products**" means any inventions, trade secrets, ideas, original works of authorship or Confidential Information conceived, developed, discovered or made in whole or in part during performance of Services relating to the Agreement by any employee, agent, consultant, outsourced vendor or independent contractor of Contractor, including Work Product (as such term is defined in the Agreement). Contractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Products, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively "Intellectual Property Right(s)) therein or otherwise arising from the performance of this Agreement. No rights of any kind in and to the Products, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor.

If and to the extent any Products are determined not to constitute "works made for hire", or if any rights in the Products do not accrue to Contractor as a work made for hire, Contractor agrees to ensure that all right, title and interest in such Products, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the Products, are irrevocably assigned and transferred to Contractor to the maximum extent permitted by law. Without limiting the foregoing, Contractor agrees to ensure that (i) all economic rights to the Products, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the Products, are assigned and transferred to Contractor; (ii) Contractor is entitled to any and all modifications, uses, publications and other exploitation of the Products without consequences; and (iii) Contractor obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the Products.

Contractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Contractor's right, title and interest in the Products in accordance with Section 18.2 (Ownership) of the Agreement.

SIGNED Garrick Palmer DATE 01/11/2016

PRINTED Garrick Palmer TITLE Director of Sales



Exhibit S (Equal Employment Opportunity (EEO) Certification)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT S

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Company Name: Allscripts Healthcare LLC

Address: 222 Merchandise Mart, Suite 2024, Chicago, IL 60654

Internal Revenue Service Employer Identification Number: 36-4392754

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Signature 

Date: 01-11-2016

Name of Signer: Garrick Palmer

Title: Director of Sales



Exhibit T (County Ordinances and Policies)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT T

COUNTY ORDINANCES AND POLICIES

The following Exhibits are attached to this Exhibit T (County Ordinances and Policies) and are hereby incorporated by reference:

- Exhibit T.1 Safely Surrendered Baby Law
- Exhibit T.2 Jury Service Ordinance
- Exhibit T.3 IRS Notice 1015

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



In Los Angeles County: 1 877 BABY SAFE | 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the

implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.



Exhibit W (Relevant Responses to County Requirements)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT W

RELEVANT RESPONSES TO COUNTY REQUIREMENTS

The following documents are attached to this Exhibit W (Relevant Responses to County Requirements) and are hereby incorporated by reference:

- Exhibit W.1 Transmittal Letter
- Exhibit W.2 Detailed RFP Requirements Response Form
- Exhibit W.3 Organization Documents
- Exhibit W.4 Minimum Mandatory Requirements Proposal

MANAGED CARE CORE SYSTEM (MCCS)

REQUEST FOR PROPOSALS

APPENDIX A (TRANSMITTAL LETTER)

#MCCS2014

Transmittal Letter

8 April, 2014

Re: Request for Proposals for the Managed Care Core System (MCCS) RFP #MCCS2014.

The undersigned Proposer hereby represents and agrees as follows:

1. Proposer has read and understands the Request for Proposals for the Managed Care Core System (MCCS) RFP #MCCS2014 (“**RFP**”) dated **November 24, 2014**, in response to which this Proposal is being submitted.
2. Proposer has an affirmative duty to inquire about and seek clarification of any question or other item in the RFP that Proposer does not fully understand or that Proposer reasonably believes is susceptible to more than one interpretation.
3. Proposer’s Proposal (including all subparts, including the Minimum Mandatory Requirements Proposal, Detailed RFP Requirements Proposal, and Price Proposal) complies with the instructions and conditions of the RFP.
4. Proposer’s Proposal as modified (including any Appendices, Exhibits, and Addenda) shall be incorporated into the Agreement resulting from this RFP.
5. Proposer shall be bound by the representations, terms, and conditions contained in its Proposal. Proposer acknowledges and accepts all terms and conditions of the RFP, the Required Agreement, and all Appendices, Exhibits, and Addendums attached thereto, except as specified in its Proposal.
6. Proposer’s proposed pricing was determined independently of other Proposers submitting Proposals in response to this RFP. Proposer acknowledges and agrees that the Agreement shall be a fixed fee agreement, and that it is able to complete the Services according to the project schedule specified in its Proposal at the price proposed.
7. Proposer’s Proposal constitutes a firm offer to County which cannot be withdrawn for twelve (12) months from Proposal submission or the conclusion of good faith negotiations on the Required Agreement, whichever is later.
8. Proposer will bear sole and complete responsibility for all work as defined in the RFP.

Check the following box that applies:

- Proposer will perform the resultant Agreement as a single contractor by itself.
- Proposer will perform the resultant Agreement as a single contractor with the use of the following subcontractor(s):

Subcontractor Name	Nature of Subcontractor Role

Proposer acknowledges that the RFP shall not be deemed an offer by County and recognizes that County reserves the right to accept or reject, at its sole discretion, any and all Proposals furnished in response to this RFP.

The undersigned below represents and warrants that he/she is authorized to make representations for Proposer, and authorized to sign for and on behalf of Proposer and to bind Proposer to an agreement. Proposals signed by other than the owner of a sole proprietorship, an authorized officer of a corporation, an authorized general partner of a general or limited partnership, or a manager or managing member of a limited liability company must include a power of attorney authorizing the signature.

Proposer’s Company Name: Allscripts Healthcare, LLC

Signed by:  _____

Print Name: Garrick Palmer

Title: Director of Sales

Date: April 2, 2015

Address: 222 Merchandise Mart Plaza, 20th Floor

Chicago, IL

60654

E-mail: Garrick.Palmer@Allscripts.com

Telephone: 214.497.5405

Fax: 919.800.6658

MANAGED CARE CORE SYSTEM (MCCS)

REQUEST FOR PROPOSALS

APPENDIX U (DETAILED RFP REQUIREMENTS PROPOSAL RESPONSE FORM)

#MCCS2014

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Proposer must provide responses to the Detailed RFP Requirements seen in Section 6 (Detailed RFP Requirements Proposal) of the RFP by submitting a signed, completed version of this Appendix U (Detailed RFP Requirements Proposal Response Form) as well as providing several required documents and forms (e.g., Transmittal Letter, Proposer’s Organization Questionnaire/Affidavit) that are included as Appendices to this RFP.

As noted in Section 6 (Detailed RFP Requirements Proposal) of the RFP, Proposer’s response for each requirement must be limited to the space provided in this Appendix U (Detailed RFP Requirements Proposal Response Form) and must be entered using Calibri font style, 11 point font size.

Proposer’s response must be limited to the space provided below for each requirement.

1. EXECUTIVE SUMMARY

Provide Proposer’s Executive Summary, pursuant to Section 6.1.5 (Executive Summary) of the RFP. Proposer’s response for this Section is limited to 3 pages.

Please refer to the Executive Summary located in the front of this response.

2. SYSTEM REQUIREMENTS

Provide Proposer’s responses to County’s system requirements detailed in Appendix H (Functional Requirements), Appendix H-1 (Functional Requirements Attachment), Appendix I (Technical Requirements), Appendix I-1 (Technical Requirements Attachment), Appendix J (Implementation Requirements) and Appendix K (Administrative Requirements), below.

2.1 APPENDIX H (FUNCTIONAL REQUIREMENTS)

2.1.1 BEST PRACTICES

Provide Proposer’s overall summary description of how it has leveraged best practices for MCCS implementations, pursuant to Section 1.1 (Best Practices) of Appendix H (Functional Requirements). Proposer’s response for this Section is limited to 1 page.

Please refer to Section 4 of this response.

2.1.2 GENERAL REQUIREMENTS

Provide Proposer’s overall summary description of how its proposed MCCS meets the needs of DHS, pursuant to Section 1.2 (General Requirements) of Appendix H (Functional Requirements). Proposer’s response for this Section is limited to 6 pages.

Please refer to Section 4 of this response.

2.1.3 MCCS MODULE REQUIREMENTS

Provide Proposer’s overall summary description of how the modules of its proposed MCCS meets the needs of DHS for managed care, pursuant to Section 1.3 (MCCS Module Requirements) of Appendix H (Functional Requirements). Proposer’s response for this Section is limited to 2 pages.

Please refer to Section 4 of this response.

2.2 APPENDIX H-1 (FUNCTIONAL REQUIREMENTS ATTACHMENT) AND APPENDIX I-1 (TECHNICAL REQUIREMENTS ATTACHMENT)

Affirmatively confirm whether or not Proposer has responded to all the requirements in the checklist in Appendix H-1 (Functional Requirements Attachment) and Appendix I-1 (Technical Requirements Attachment).

Requirement	Yes	No
Proposer has responded to all the requirements in the checklist in Appendix H-1 (Functional Requirements Attachment)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposer has responded to all the requirements in the checklist in Appendix I-1 (Technical Requirements Attachment)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.3 APPENDIX I (TECHNICAL REQUIREMENTS)

2.3.1 DATABASE ARCHITECTURE

Provide Proposer’s architecture for the proposed MCCS, pursuant to Section 1.1 (Database Architecture) of Appendix I (Technical Requirements). Provide any high-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials in response to this Section as Attachment I (Architecture). Proposer’s response for this Section is limited to 4 pages.

Please refer to Section 5 of this response.

2.3.2 APPLICATION ARCHITECTURE

Provide Proposer’s architecture for the proposed MCCS, pursuant to Section 1.2 (Application Architecture) of Appendix I (Technical Requirements). Provide any high-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials in response to this Section as Attachment I (Architecture). Proposer’s response for this Section is limited to 4 pages.

Please refer to Section 5 of this response.

2.3.3 INFORMATION MANAGEMENT

Provide Proposer’s proposed information management strategy for the MCCA, pursuant to Section 1.3 (Information Management) of Appendix I (Technical Requirements). Proposer’s response for this Section is limited to 2 pages.

Please refer to Section 5 of this response.

2.3.4 SYSTEM SECURITY

Provide Proposer’s proposed security strategy for the MCCA pursuant to Section 1.4 (System Security) of Appendix I (Technical Requirements). Proposer’s response for this Section is limited to 2 pages.

Please refer to Section 5 of this response.

2.3.5 HOSTING

Provide Proposer’s proposed hosting strategy for the management, security and performance of the computing systems required to operate the MCCA pursuant to Section 1.5 (Hosting) of Appendix I (Technical Requirements). Proposer’s response for this Section is limited to 5 pages.

Please refer to Section 5 of this response.

2.3.6 INTERFACES

Provide Proposer’s proposed interface strategy for the MCCA pursuant to Section 1.6 (Interfaces) of Appendix I (Technical Requirements). Proposer’s response for this Section is limited to 3 pages.

Please refer to Section 5 of this response.

2.3.7 REPORTING APPROACH

Provide Proposer’s proposed reporting and analysis capabilities pursuant to Section 1.7 (Reporting Approach) of Appendix I (Technical Requirements). Proposer’s response for this Section is limited to 2 pages.

Please refer to Section 5 of this response.

2.4 APPENDIX J (IMPLEMENTATION REQUIREMENTS)

2.4.1 PROJECT MANAGEMENT

- (i) Methodologies and Tools

Provide Proposer’s proposed project management methodology for the MCCA project, pursuant to Section 1.1(a) (Methodologies and Tools) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 4 pages.

Please refer to Section 6 of this response.

(ii) Change Management Methodology

Provide Proposer’s proposed change management methodology, pursuant to Section 1.1(b) (Change Management Methodology) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 4 pages.

Please refer to Section 6 of this response.

(iii) Configuration/Adaptation Methodology

Provide Proposer’s proposed configuration/adaptation methodology that will be utilized in Proposer’s project approach, pursuant to Section 1.1(c) (Configuration/Adaptation Methodology) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 3 pages.

Please refer to Section 6 of this response.

(iv) Project Management Plan

Provide Proposer’s process and standards followed for a Project Management Plan (PMP), pursuant to Section 1.1(d) (Project Management Plan) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 3 pages.

Please refer to Section 6 of this response.

(v) Data Conversion Plan

Provide Proposer’s approach and components of a comprehensive Data Conversion Plan, pursuant to Section 1.1(e) (Data Conversion Plan) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 1 page.

Please refer to Section 6 of this response.

(vi) High-Level Project Schedule

Provide Proposer’s high-level project schedule, pursuant to Section 1.1(f) (High-Level Project Schedule) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 1 page.

Please refer to Section 6 of this response.

(vii) Detailed Project Schedule

Provide Proposer’s project schedule and resource plan, pursuant to Section 1.1(g) (Detailed Project Schedule) of Appendix J (Implementation Requirements), as “Attachment J-1.1(g) (Project Schedule).”

(viii) Staffing Plan

Provide Proposer’s detailed staffing plan to this Section in Section 2.4.1(viii) (Staffing Plan) of this Appendix U (Detailed RFP Requirements Response Form) and pursuant to Section 1.1(h) (Staffing Plan) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 1 page. Also provide Proposer’s Project organizational chart, separately as “Attachment J-1.1(h) (Proposer’s Project Organizational Chart).”

Please refer to Section 6 of this response.

(ix) Benefits of Proposed Account and Project Organization

Describe in detail the benefits of Proposer’s proposed account and project organization and the time frame for implementation, pursuant to Section 1.1(i) (Benefits of Proposed Account and Project Organization) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 1/2 page.

Please refer to Section 6 of this response.

2.4.2 CONTRACTOR KEY PERSONNEL

(i) Contractor Project Director

Identify and provide Proposer’s key skills and qualifications for the Contractor Project Director, pursuant to Section 1.2 (Contractor Key Personnel) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 1 page. Also provide the resume of the Proposer’s Contractor Project Director, separately as “Attachment J-1.2 (Contractor Key Personnel Resumes).”

Please refer to Section 6 of this response.

(ii) Contractor Project Manager

Identify and provide Proposer’s key skills and qualifications for the Contractor Project Manager, pursuant to Section 1.2 (Contractor Key Personnel) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 1 page. Also provide the resume of the Proposer’s Contractor Project Manager, separately as “Attachment J-1.2 (Contractor Key Personnel Resumes).”

Please refer to Section 6 of this response.

(iii) Additional Contractor Key Personnel

Identify and provide Proposer’s key skills and qualifications for the additional Contractor Key Personnel, pursuant to Section 1.2 (Contractor Key Personnel) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 1 page.

Please refer to Section 6 of this response.

2.4.3 COUNTY ROLES

Describe any roles County executives and County employees are expected to fill, pursuant to Section 1.3 (County Roles) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 3/4 page.

Please refer to Section 6 of this response.

2.4.4 TRAINING

Provide Proposer’s training approach for the MCCS project, pursuant to Section 1.4 (Training) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 4 pages.

Please refer to Section 6 of this response.

2.4.5 REQUIREMENTS, DESIGN, CONFIGURATION AND CUSTOMIZATION

Provide Proposer’s proposed system design, development and testing approach for the MCCS project, pursuant to Section 1.5 (Requirements, Design, Configuration and Customization) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 4 pages.

Please refer to Section 6 of this response.

2.4.6 DATA CONVERSIONS

Provide Proposer’s proposed data conversion methodology for the MCCS project, pursuant to Section 1.6 (Data Conversions) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 2 pages.

Please refer to Section 6 of this response.

2.4.7 QUALITY MANAGEMENT PLAN

Provide Proposer’s comprehensive Quality Control Plan, pursuant to Section 1.7 (Quality Management Plan) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 3 pages.

Please refer to Section 6 of this response.

2.4.8 SYSTEM TESTING

Provide Proposer’s proposed system testing methodology, pursuant to Section 1.8 (Quality Control Plan) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 4 pages.

Please refer to Section 6 of this response.

2.4.9 GO-LIVE PREPARATION

Provide Proposer’s specific approach and methodology for completing the rollout and post implementation support effort, pursuant to Section 1.9 (Go Live Preparation) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 4 pages.

Please refer to Section 6 of this response.

2.4.10 PRODUCTION SUPPORT AND TRANSITION

Provide Proposer’s proposed production support and transition approach for the MCCS project, pursuant to Section 1.10 (Product Support and Transition) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 2 pages.

Please refer to Section 6 of this response.

2.4.11 ANTICIPATED RISKS/ASSUMPTIONS

Provide areas of the MCCS implementation, including Services, which constitute the highest risks and discuss Proposer’s approach to management and mitigation of those risks. Identify assumptions and dependencies on which proposer has based its proposal, pursuant to Section 1.11 (Anticipated Risks/Assumptions) of Appendix J (Implementation Requirements). Proposer’s response for this Section is limited to 1 page.

Please refer to Section 6 of this response.

2.5 APPENDIX K (ADMINISTRATIVE REQUIREMENTS)

2.5.1 GENERAL QUALIFICATIONS

(i) Experience and Background

Provide Proposer’s response regarding experience and background pursuant to Section 1.1.1 (Experience and Background) of Appendix K (Administrative Requirements). Proposer’s response to this Section is limited to 4 pages.

Please refer to Section 7 of this response.

(ii) Performance History

Provide Proposer’s response regarding performance history pursuant to Section 1.1.2 (Performance History) of Appendix K (Administrative Requirements) as Exhibit O-2 (Prospective Contractor References). Proposer’s response to this Section is limited to 3 pages.

Please refer to Section 7 of this response.

(iii) Financial Capability

Provide Proposer’s response regarding financial capability, pursuant to Section 1.1.3 (Financial Capability) of Appendix K (Administrative Requirements) as part of Attachment K (Administrative Requirements Attachments). Proposer’s response to this Section is limited to 2 3/4 page.

Please refer to Section 7 of this response.

(iv) Insurance Requirements

Provide Proposer’s response regarding the insurance requirements, pursuant to Section 1.1.4 (Insurance Requirements) of Appendix K (Administrative Requirements). Proposer’s response to this Section is limited to 1 page.

Please refer to Section 7 of this response.

(v) Willingness to Provide Other Information

Provide Proposer’s statement regarding its willingness to provide County with any other information County determines is necessary for an accurate determination of the prospective Proposer’s qualifications to provide the MCCS and Services, pursuant to Section 1.1.5 (Willingness to Provide Other Information) of Appendix K (Administrative Requirements). Proposer’s response to this Section is limited to 1/4 page.

Please refer to Section 7 of this response.

2.5.2 PROPOSER USE OF SUBCONTRACTORS

Provide information regarding Proposer’s use of subcontractors, pursuant to Section 1.2 (Proposer Use of Subcontractors) of Appendix K (Administrative Requirements). Proposer’s response to this Section is limited to 1 page.

Please refer to Section 7 of this response.

2.5.3 PERFORMANCE OF SERVICES OUTSIDE THE UNITED STATES

If Proposer intends to use resources outside the United States, including Proposer affiliates and subcontractors, provide required information, pursuant to Section 1.3 (Performance of Services Outside the United States) of Appendix K (Administrative Requirements). Proposer’s response to this Section is limited to 1 page.

Please refer to Section 7 of this response.

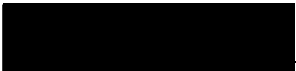
2.5.4 PROPOSER OUTSIDE THE UNITED STATES AND OFF-SITE SECURITY PRACTICES AND RECOMMENDATIONS

As to any Service provided outside the United States or off-site, provide Proposer’s responses to each of the security questions in Section 1.4 (Proposer Outside the United States and Off-Site Security Practices and Recommendations) of Appendix K (Administrative Requirements). Proposer’s response to this Section is limited to 1 page.

Please refer to Section 7 of this response.

The undersigned below represents and warrants that he/she is authorized to make representations for Proposer, that the representations are true and correct, and that he/she is authorized to sign for and on behalf of Proposer. Proposals signed by other than the owner of a sole proprietorship, an authorized officer of a corporation, an authorized general partner of a general or limited partnership, or a manager or managing member of a limited liability company must include a power of attorney authorizing the signature.

Proposer's Company Name: Allscripts Healthcare, LLC

Signed by:  _____

Print Name: Garrick Palmer

Title: Director of Sales

Date: April 2, 2015

Address: 222 Merchandise Mart Plaza, 20th Floor

Chicago, IL

60654

E-mail: Garrick.Palmer@Allscripts.com

Telephone: 214.497.5405

Fax: 919.800.6658

Allscripts Executive Summary

Allscripts Value-based Services

The movement towards value-based care presents great opportunities—and significant challenges—to healthcare organizations.

Today’s risk-sharing and accountable-care models require new skill sets and expertise...often in areas beyond the “mission critical” competencies familiar to healthcare leaders.

Allscripts recommends LA County select Allscripts Value-based Services to support the functional and technical requirements for the LA County MCCS and the objectives for:

- Rapid implementation of core software solution based to achieve LA County’s objectives in a timely manner
- A modern IT system to improve the care of DHS patients and ensure efficient use of resources
- An adaptable and scalable IT platform to meet LA County needs today and future-proof the MCCS

Allscripts Value-based Care Services are designed to help healthcare organizations succeed with new care and reimbursement initiatives such as the Medicare Shared Savings Program (MSSP), CMS and commercial ACOs, and bundled payment models.

Services Include A Range of Offerings:

- Consulting to help providers establish, manage ACO/value-based care entities
- Advocacy/patient outreach services through a call center to help providers
 - Close gaps in care
 - Comply with diverse quality metrics
 - Improve clinical performance
- Review/analysis of claims data Identify ways to improve care and outcomes
 - Meet quality goals
 - Reduce costs
 - Earn revenue through value-based care programs
- Benefit management, and claim and capitation processing to better manage healthcare spending

Value-Based Care Solutions and Services

Allscripts offers a menu of services and technology solutions to help organizations thrive in today’s changing healthcare environment.

PRODUCT BUNDLE	DESCRIPTION
Services	
Provider consulting packages available for LA County MCCS	Low-cost, outsourced services tailored to the needs of each MSSP ACO. Supported by state-of-the-art technology in a virtual, scalable environment, these efforts promote patient outreach and practice engagement, enabling healthcare organizations to reduce costs and improve quality.

PRODUCT BUNDLE	DESCRIPTION
	Four levels of consulting are available with this bundle: 1. CMS Contracting 2. Compliance 3. Compliance + Coordination 4. Management
Patient outreach service package	Patient outreach offers enhanced care coordination through customized programs provided by trained patient advocates. Serving as an extension of in-house resources, these services help organizations improve care transitions for reduced readmission rates.
Analytics-as-a-service, focused on claims-based analytics	This program delivers recommendations about how to effectively reduce costs and improve quality based on advanced analytics using claims data and the Johns Hopkins Grouper methodology.
Technology Solutions	
EZ-CAP Suite for IDNs, healthcare organizations and healthplans wanting to create/ administer risk-based plans	EZ-CAP Suite supports IDNs, healthcare organizations and healthplans wanting to take on risk. Unlike most solutions that take 6-12 months to implement, EZ-CAP can quickly deliver a benefit management platform to structure benefits, fee schedules and global payment/capitation.
EZ-INSIGHT	EZ-INSIGHT is a claims-based software package that enables organizations to build in-house analytics capabilities for risk-sharing and value-based initiatives.

This RFP response highlights how Allscripts Value-based Services meets your requirements and addresses areas of:

- Recommended software and services to meet LA County MCCS needs
- Budgetary or planning pricing for software, services – including implementation and hosting
- Implementation and architectural best practices overviews
- Business continuity and disaster recovery

LA County will better manage medical costs and deliver more effective care to patients working with Allscripts Value-based Services proven services and solutions.

4. Appendix H – Functional Requirements

1.0 MCCS Functional Requirements

This document contains the functional requirements for the MCCS. DHS is looking to evaluate specific information from Proposers in the marketplace to select a product that best fits its business and technical needs and requirements.

Proposers shall provide written responses to all questions in this document in Section 2.1 (Appendix H (Functional Requirements)) of Appendix U (Detailed RFP Requirements Proposal Response Form).

1.1 Best Practices

Based on previous experience with similar engagements, the Proposer must describe how it has leveraged best practices for MCCS implementations in Section 2.1.1 (Best Practices) of Appendix U (Detailed RFP Requirements Response Form). The Proposer should ensure that its response to each functional component is consistent with the related MCCS functional requirements in Appendix H-1 (Functional Requirements Attachment) of this document.

The Proposer must provide an overall summary description of how its proposed MCCS meets the needs of DHS for Managed Care Services. In doing so, the following information must be provided:

	Requirement
1.	<p>In reference to the MCCS elements in this RFP, describe how you have leveraged the best business practices built into the MCCS for other similarly situated clients.</p> <p>a. What are the typical challenges to implementing these business practices?</p> <ol style="list-style-type: none"> 1. Lack of current state process methodology is not unique – many organizations of all sizes lack documentation of their current processes, or any documentation has not been regularly maintained and is now out of date. 2. Process redesign is an ongoing effort and the challenge is that the process redesign is never fully complete and the documentation will require updates as improvements are identified. 3. Functional configuration is challenging for system admins when they are not familiar with the EZ-Suite. It’s difficult to make configuration decisions when you are not fully versed in system functionality and capabilities. 4. Project management tools can present a challenge with a Client may not have access to the same versions of software or access to SharePoint sites where documentation is stored. 5. Challenges with scaling the project management methodology include the additional communication and coordination required to manage a large team and many stakeholders.

	<p>b. What are proven, effective mitigation strategies or steps to address the typical challenges faced by similarly situated clients?</p> <ol style="list-style-type: none">1. A high level discussion or shadowing of the current processes should provide the Implementation Team sufficient knowledge and understanding for the current business processes.2. Identifying a clear owner for future state process documentation should help mitigate the documentation being out of date. The owner would be responsible for updates to the documentation as Implementation is underway and through Go Live. The County may also want to identify an owner for any updates or changes made to the processes post-Go Live so that the documents remain up to date.3. Training will be provided to super users of the system before configuration activities will begin. Once the team is working on functional design and configuration, the Implementation Team will support them by answering questions, providing refreshers on topics from the Trainings, etc.4. Any differences in software can be overcome by saving files to the correct file format or exporting them to PDF. The Project Managers for both teams can work together to overcome any challenges related to software and documentation.5. The challenges of larger teams need to be acknowledged and addressed during the Initiation phase of the project – for example, ensuring all key stakeholders are identified and included on the appropriate communications. <p>c. Can the process you have used in the past to address the typical challenges be improved, and if so, how would you improve the process?</p> <ol style="list-style-type: none">1. The process of gathering current state process flows improves with every implementation as the person responsible for gathering the information learns from every Client he/she works with. No two health plans operate the same, so there's the opportunity to improve exists the more one learns about various business operations and needs.2. Similar to the process improvement that would be following for gathering high level current state processes, the same could apply to future state processes. The documentation and templates can be updated and improved with every implementation as various Clients may bring up ideas and suggestions that may apply to other Clients.3. Training delivery and materials are also in a constant cycle of improvement. Content is refined, "how to" documents are developed and updated, and new trainings are being developed.4. Software challenges with regards to project management tools can usually be overcome via saving files in the appropriate version or exporting documents to PDF. Also, Project Managers for both sides working together can resolve any challenges with sharing documents between teams if joint SharePoint access isn't available.5. Communications and coordination also can be improved upon throughout the life of a project. A Communications Plan, Status Reports, Executive Steering Committee meetings are all tools for disseminating information to large audiences. If messaging isn't reaching all key stakeholders, the project leadership can work together to fill in the gaps and develop tools and processes for closing those gaps.
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<p>2.</p>	<p>In reference to the MCCS elements in scope of this RFP, describe any additional best business practices not built into the MCCS that you have successfully implemented at other engagements.</p> <p>a. What are the typical challenges to implementing these new business practices?</p> <p>Change management methodologies are currently utilized by the implementation team, but are not inherently built into the EZ-CAP software. This methodology has been used successfully with other Clients – PCRs are used when additional scope is identified, to add Training classes, etc. With clear documentation and sign off required, the goal is transparency. Challenges with change management usually stem from unclear language in the original contract document or as a result of undocumented conversations during the sales and contracting process.</p> <p>b. What are proven, effective mitigation strategies or steps to address the typical challenges faced by similarly situated clients?</p> <p>We ask that Sales prepare and complete a Sales to Implementation transition call before the project officially kicks off so that any questions can be answered regarding the contract. If there are points in the contract that are unclear, the Implementation Team will work with the Sales Teams to clarify the language and determine whether or not a PCR is necessary.</p> <p>c. Can the process you have used in the past to address the typical challenges be improved, and if so, how would you improve the process?</p> <p>Reducing the number of PCRs required is a process that is mitigated during discovery and contracting. The contracts are constantly refined to be more specific with regards to what is in scope and what is out of scope. If everyone has a clear understanding early on in the project, it should reduce the number of PCRs required.</p>
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1.2 General Requirements

The Proposer must provide an overall summary description of how its proposed MCCS meets the needs of DHS in Section 2.1.2 (General Requirements) of Appendix U (Detailed RFP Requirements Response Form). The Proposer should ensure that its response to each functional component is consistent with the related MCCS functional requirements in Appendix H-1 (Functional Requirements Attachment). The following information must be provided:

	Requirement
<p>1.</p>	<p>Describe the overall enterprise integration methodology of the proposed MCCS. Specifically, please address the following questions:</p> <p>a. How are the modules integrated?</p> <p>EZ-CAP provides a benefit management platform, capable of streamlining all information and processes into one comprehensive and effective system. By optimizing productivity and managing daily operations, EZ-CAP delivers extensive value as the industry’s leading platform. EZ-CAP allows your organization to focus less on technology and more on what matters, your members.</p> <p>EZ-CAP is a widely used, HIPAA compliant managed care solution for Independent Physician Associations (IPAs), Managed Service Organizations (MSOs), Physician-</p>

	<p>Hospital Organizations (PHOs), Health Plans, and other managed care businesses. With a powerful SQL database backend and browser-based user interface, EZ-CAP software system is designed to help you manage the requirements of capitated programs. EZ-CAP collects and stores provider profiles, health plan benefit data, membership profiles, primary care encounters, specialist treatment authorizations, physician billings, hospital billings, risk sharing arrangements, procedure codes and diagnosis codes. You can even process billings for your PPO programs. EZ-CAP also calculates member months by health plan benefit option, primary care physician, member condition, member age and sex. The application then uses the statistics to calculate capitation payments and per member per month expenses. With EZ-CAP, you do not need any other management information system for your HMO programs. EZCAP allows you to take control of the complex processes involved with benefit plans, provider contracts, and member populations.</p> <p>EZ-CAP’s robust platform provides you with value and savings while ensuring your operations achieve optimal levels. For over 26 years, EZ-CAP has evolved with the changes in healthcare to become the most flexible, modular, and sophisticated platform available.</p>
	<p>b. What are the mechanisms to ensure the system is compliant with HIPAA and other federal and State regulations in a multi-site, multi-disciplinary environment?</p> <p>The EZ-CAP software is fully HIPAA compliant and meets all pertinent state and federal government regulations and requirements. The application has role and user based security levels which can be configured down to the field level.</p>
<p>2.</p>	<p>Describe the system’s security and access control.</p> <p>The Users & Security module allows you to set up and modify EZ-CAP user name & IDs, passwords and access rules. Besides the security provided by the network operating system, EZ-CAP maintains its own controls over who has access to each module when you assign EZ-CAP user names and passwords. For each user name assigned, you can configure the following:</p> <ul style="list-style-type: none"> ▪ Grant or revoke access to each module used in EZ-CAP ▪ Establish user ID account activity, password expiration and reset disabled user ID account settings ▪ Apply Field Level Security ▪ Allow Adjudication Dollar Limits for Claims and Authorizations <p>For example, you can allow a user to add and change claims and to view, but not change, eligibility records; you can revoke a user's view access to capitation rate or fee schedule information.</p> <p>EZ-CAP allows you to add up to 9999 users; however the number of users that can run EZ-CAP modules at the same time is limited to the terms of your license agreement. You can see the number of licensed users by selecting “View Licensed Modules” from the “Help” menu in any EZ-CAP program.</p>

3.	<p>Describe the systems tracking and audit capabilities.</p> <p>EZ-CAP also allows for tracking activity in the system. You can configure settings to determine what activity will trigger an audit trail, and all of this information can be reported on. A large number of metrics can be captured including user identity, date, time, transaction information, and patient-level detail information.</p>
4.	<p>Describe the system capability to comply with HIPAA privacy and security requirements.</p> <p>The EZ-CAP software is fully HIPAA compliant and meets all pertinent state and federal government regulations and requirements. The application has role and user based security levels which can be configured down to the field level.</p>

1.3 MCCS Module Requirements

The Proposer must provide an overall summary description of how the modules of its proposed MCCS meets the needs of DHS related to Managed Care in Section 2.1.3 (MCCS Module Requirements) of Appendix U (Detailed RFP Requirements Response Form). The Proposer should ensure that its response to each functional component is consistent with the related MCCS functional requirements in Appendix H-1 (Functional Requirements Attachment) of this document. The following information must be provided:

	Requirement
1.	<p>For all of the following modules, describe how the proposed MCCS provides the following Managed Care functionality:</p> <p>a. Claims (i.e., Encounters, Claims, and Adjudication, Coordination of Benefits)</p> <p><u>Claims and Encounters</u></p> <p>The Claims & Encounters module is used to process professional and hospital claims. Claims are automatically adjudicated using information from the Eligibility, Healthplans, Provider Contracts and Authorization modules. The auto-adjudicated values may be manually overridden as necessary and/or manual adjustments may be made. Claims may be entered manually using the Claims module or electronically inloaded using the EZ-EDI Claims module.</p> <p>b. Correspondence Processing (e.g., Provider and Member Communications, Notice of Action Letters, Remittance Advice, Explanation of Benefits (EOBs), Explanation of Payments (EOPs))</p> <p><u>Document Management</u></p> <p>The Document Management module allows the user to manage documents and images that are stored for company use. A user can create folders, move, E-Mail, and Print files, as well as view the file history for each document or image. There are two parts to this module, Folder Management and File Management.</p> <p>c. Member Services (i.e., Verification of Eligibility and Benefits)</p> <p>Users can quickly access and verify member eligibility using the Eligibility module. Information such as health plan, provider, address, coinsurance, benefit type and status, and many others are all stored in this module.</p>

<p>d. Provider Administration (i.e., Capitation, Contracting, and Contract Reporting, Benefits Management and Shared Risk Modeling)</p> <p><u>Capitation</u></p> <p>The Capitation module is extremely powerful and provides a great deal of flexibility in letting you decide how to pay capitation by allowing a number of choices of methods and rates.</p> <p>e. Reporting (i.e., Dashboards, Standard and Ad-Hoc Reports)</p> <p>The EZ-CAP system contains over 100 standard reports and users have the ability to run ad-hoc reports on any field(s) that exist in the application using Crystal Reports</p> <p>f. Referral Authorization</p> <p><u>Authorizations</u></p> <p>The Authorization file contains records for each request and authorization for services. To access this file, select Authorizations located just below the Authorizations module in the Main Menu.</p> <p>Authorization records are displayed in a window divided into four tabs. Each tab contains fields for entering authorization, member, provider, diagnosis information, and user defined fields. The next few sections illustrates each tab and provides instructions for editing this information</p> <p>g. Call Tracking</p> <p><u>Customer Service</u></p> <p>The Customer Service module is designed to help manage contacts between the managed care organization and its customers. These customers may be members or potential members, providers and provider office staff, healthplan staff or other customers. The Customer Service module can be used to keep track of each contact, providing a place to categorize the reason for the contact, and to record the details of the contact and its resolution.</p> <p>h. Premium Billing</p> <p>Premium billing currently exists in the product roadmap</p> <p>i. Correspondence Communications for Utilization Management and Referrals</p> <p>UM and referrals can be tracked using the EZ-CAP software. With the EZ-CARE system, case managers can actively manage UM and referrals through actionable workflow and communication tools</p> <p>j. Member Portal</p> <p>EZ-CAP currently does not have a member portal</p> <p>k. Provider Portal</p> <p><u>EZ-NET Provider Portal</u></p> <p>The EZ-NET internet portal facilitates timely, cost-effective sharing of clinical and administrative information between a healthcare organization, network providers, and health plans. By communication and performing administrative tasks via EZ-NET, informational flow is expedited, and data accuracy is enhanced. Important information is made accessible via the internet without compromising security.</p>

I. Medical Management (i.e., Utilization Management, Case Management, Disease Management)

Case Management

The Case Management module can be used to track long term, chronic, or high cost medical cases. The information entered here can be used to generate detailed reports for measuring utilization and quality of care, and for making cost effective decisions regarding treatments and services. Below is information on other EZ-CAP Modules

Configuration

The Configurations Module contains five (5) separate “sub-modules” that are used to configure EZ-CAP. The Global Configuration section allows the user to set configurations that will be applied “globally” to all virtual environments and to the general program. Virtual Environment Configuration allows the user set up and configure EZ-CAP single or multiple “companies” and databases to run within their own virtual environment(s). Virtual Environment Status enables the user to activate or de-activate a Virtual Environment. The Company Configuration screens allow the user to specify options at the company level. Last, but not least, the Track Login Attempts allows the user to keep track of users’ successful and unsuccessful login attempts into the EZ-CAP system.

Financial Information

The Financial Information module allows your Finance Department to keep their journals updated. An Account Number is associated with each provider and also used in Disbursements. It can also be used to drive Auto Adjudication, Payment Processing and Workflow. These must be set up before Provider records can be defined. Enter all of the account numbers that can be assigned to any transactions in this file. Account Numbers can be used to sort all transactions by general ledger account number, produce a report summarized by account numbers, or post entries to your general ledger using the report.

General Codes and Types

This module is designed and intended for the EZ-CAP system administrator.

Only users who have “Codes and Types Administrator” checked on their user ID record can add/edit or delete codes. Users that do not have this box checked are not going to be able to add/ edit delete records at all. The Codes and Types listed in this module are applicable to multiple modules, such as, Language Codes which are applicable to both Member and Provider. By having a single location for these codes, the values associated with Language Codes only need to be loaded one time. All Codes and Types include an Effective and Termination Date. This enables the user to indicate when the code became effective and when the code is terminated

Health Plans

The Healthplans module is used to maintain information about contracted healthplans and the benefit plans they offer. If you are setting up your EZ-CAP files, you should set up healthplans after you have entered all Providers and Vendors into the system and set up Fee Schedules.

Payment

The Processing Claims & Checks module contains two main components, one for claims payment and one for disbursements. This module enables you to monitor claims payment and disbursement checks, and provides operations for processing and generating these checks.

Providers

You must create provider records as part of the initial EZ-CAP set up. This can be done using EZ-CAP's Providers module.

Services

After you have set up Provider files and Vendor files, you must determine how you will pay providers. This can be done using EZ-CAP's Services module.

Utilities

The Utilities Module allows the user to convert Provider, Member, and Vendor IDs. In addition, a user will be able to perform Vendor ID Conversion, combine Member IDs, perform Global Eligibility Transactions, and change a member or provider's MPI number. To access these go to the Utilities module within the Main Menu and then select the appropriate utility for the function you wish to perform. This will open the selected screen and a toolbar at the top of the screen.

Workflow

The Workflow module is used when an EZ-CAP Authorization, Professional Claim, or Hospital Claim record(s) need to be assigned to a work queue for further review by an individual EZ-CAP user. This module includes robust features that will enable users to replicate their current manual and report processes, all within the EZ-CAP application.

Workflows are set up, configured, organized, and assignments are tracked in EZCAP through the module. It is crucial that all this be done in a specific order to ensure a successful workflow.

EZ-EDI

National HIPAA data standards for electronic transactions have increased the number of variations within healthcare data formats, creating administrative burdens as organizations are forced to convert and adapt to new data standards. In this complex environment, EZ-EDI is designed to reduce the time and efforts it takes to implement and maintain a HIPAA compliant EDI solution.

5. Appendix I – Technical Requirements

1.1 Technical Requirements

This section defines Proposer information required regarding the technical specifications and capabilities of the proposed Managed Care Core System (MCCS). County requires Proposers to adhere to County-identified standards unless otherwise agreed to by County. The Proposer should ensure that its response to each technical component is consistent with the related MCCS technical requirements in Appendix I-1 (Technical Requirements Attachment).

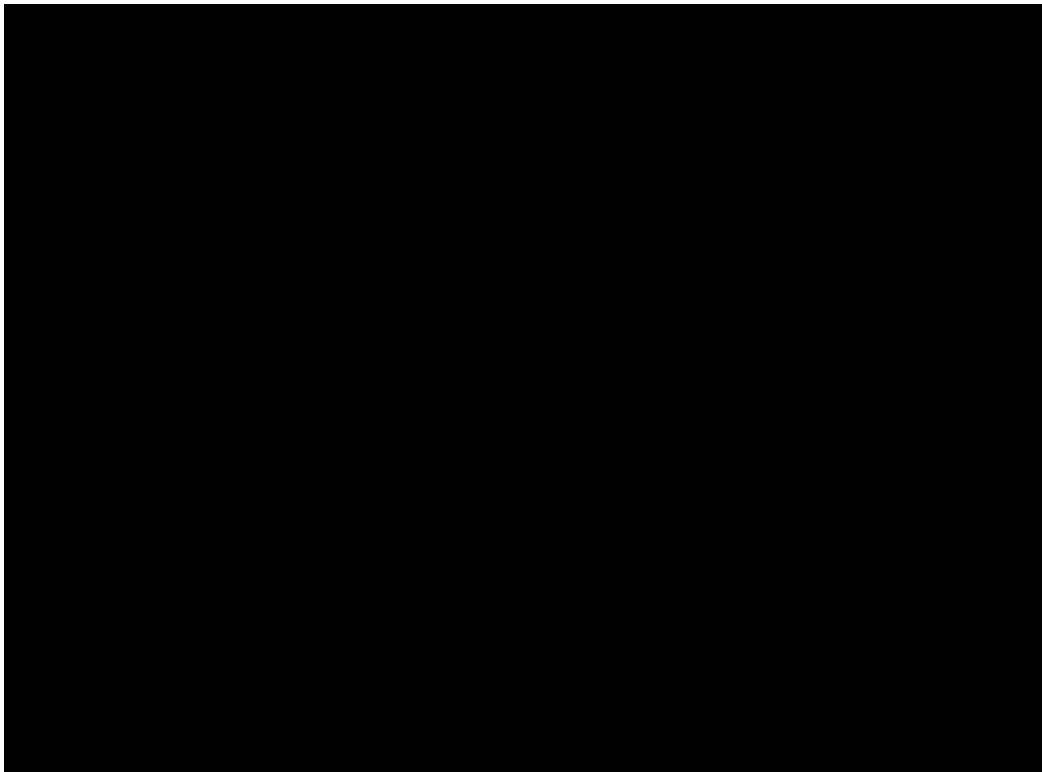
1.2 Database Architecture

The Proposer must present the architecture for the proposed MCCS. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included as Attachment I (Architecture) to provide DHS a visual, as well as, narrative, representation of the future operating environment. The following information must be provided in Section 2.3.1 (Database Architecture) of Appendix U (Detailed RFP Requirements Response Form):

- a) Describe the infrastructure configuration that is required for the proposed MCCS (e.g., server needs, processing capacity, storage capacity, workstation minimum configuration required, thin client/fat client, type of mobile and handheld devices the solution supports, bandwidth requirements).

The EZ-CAP solution is cloud based and will be hosted offsite. We have the ability to scale as necessary.

- b) Describe the database platform requirements, and hardware and operating system platform that will be included in the MCCS (e.g. Oracle, Cache, SQL).



c) What is the recommended storage management hierarchy?

The solution includes a production, training, test, and development environment. All configuration and/or software changes occur first in the development environment by the technical teams. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment.

d) Describe the scalability of the solution:

i. How will the system maintain performance levels with the addition of additional users, concurrent users, additional locations/sites, and additional data?

As users are added to the system, additional Remote Desktop Services servers will be added as necessary to maintain performance. Performance of application sessions are closely monitored. In addition, SQL performance is closely monitored as per Microsoft best practices.

ii. What would be the impact on performance if there were an increase to the environment by 10% through growth or acquisition? By 20%?

a. Increase in number of administrative staff accessing the system?

As users are added to the system, additional Remote Desktop Services servers will be added as necessary to maintain performance. Performance of application sessions are closely monitored. In addition, SQL performance is closely monitored as per Microsoft best practices.

b. Increase in the number of sites?

Since the solution is Cloud Based, the number of sites will not impact performance. However, the number of users will drive additional storage and compute resources.

iii. What are – if any – the thresholds for increased capacity related to hardware and licensing?

We will add terminal servers as necessary to increase performance. Hosting fees are partially based on number of concurrent users so as that number increases, as will the license fee.

iv. How would the Proposer modify the infrastructure in the event that environment was downsized?

Resources such as remote desktop servers would be turned off if no longer needed.

e) Describe the system operations and performance:

i. Describe the network infrastructure that will be utilized in the MCCS. Describe how the Proposer shall identify the respective network components required during development, implementation, and follow-on maintenance and operations of the project.

The solution is Cloud Based so only a VPN Tunnel or internet access plus a multifactor authentication solution is required.

ii. How does the MCCS support “high availability” and resiliency?

At the database layer, an active/passive Microsoft 2012 R2 SQL Cluster is provided. For the application delivery layer, the application is delivered via a Microsoft Remote Desktop Services cluster. All other components are made highly available by leveraging the VMWare virtualization stack.

iii. What are the components utilized to ensure “high availability” (e.g., planned maintenance, tracking of response time, audit features, redundancy, and fail over)?

The EZ-CAP Cloud leverages the VMWare virtualization stack to provide high availability. All components, down to the network layer, are redundant and have no physical single points of failure within the infrastructure design. As for planned maintenance, operating systems are patched on a monthly basis during the maintenance window.

iv. What is your planned or typical maintenance schedule including any regularly required planned down time?

Our reserved maintenance window is 10PM – 2AM daily. Given the solution deploys Microsoft SQL and Remote Desktop Services clustering, it is expected that planned downtime every month for maintenance will be minimal. As software patches and upgrades are applied, downtime may be required. All planned downtime activities will be scheduled with and approved by Client.

v. How does the MCCS allow the tracking of system uptime and transaction response times to demonstrate the operation within the acceptable levels of service?

We track uptime of the infrastructure but are not yet prepared to track transaction response time.

vi. What performance audit features does the system provide (e.g. scheduled reporting and online dashboard)?

We audit uptime of the infrastructure but are not yet prepared to audit performance features.

vii. How does MCCS support real-time data and processing redundancy and fail-over on independent devices simultaneously?

In terms of data, a Microsoft SQL Cluster is deployed which is attached to an Enterprise SAN which is also clustered. Should a failover occur at any part of the infrastructure, the failovers can occur independently of each other or concurrently as per the design. The design has been tested as-built in the environment.

viii. How does the MCCS allow for the rollback of any system or database in 15 minute increments up to 24 hours any day, any month, any year within 30 years?

This functionality will increase management costs.

ix. How does the MCCS support multiple environments? (i.e., development, testing, training, etc.)

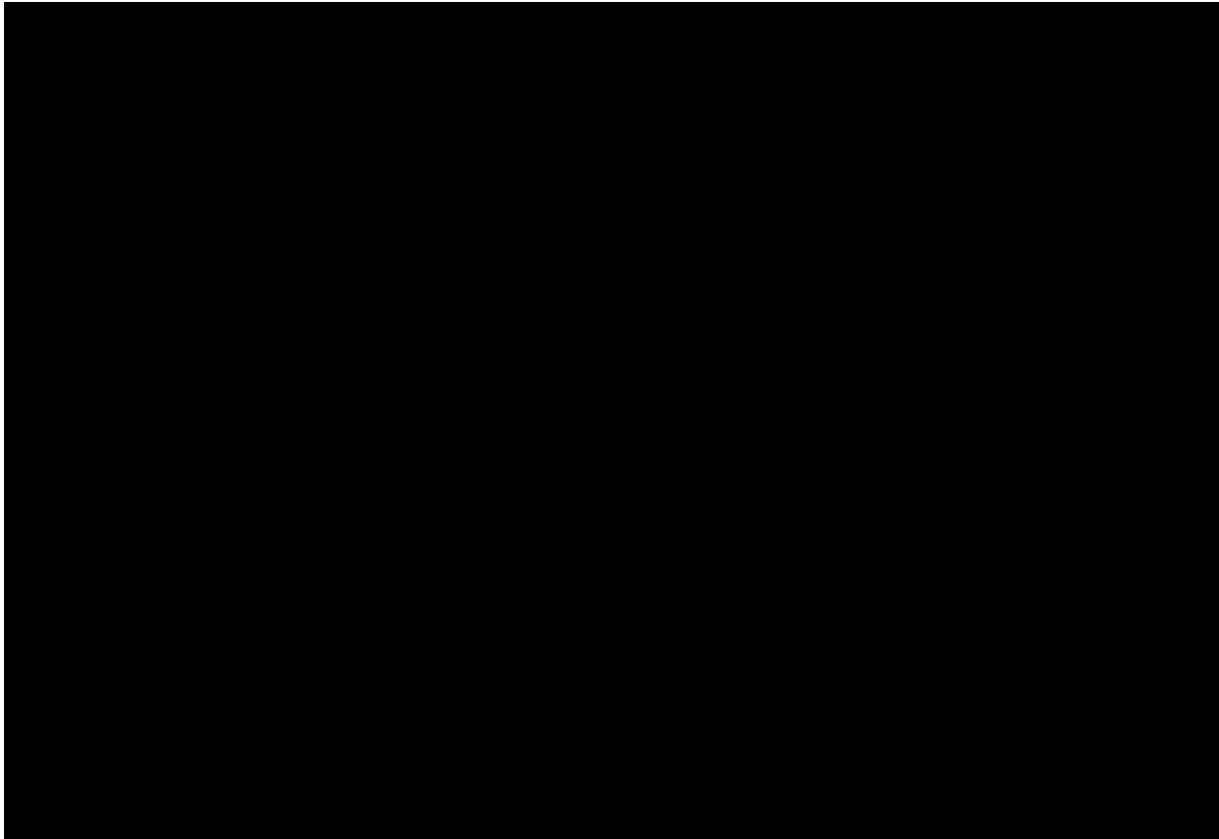
The solution includes a production, training, test, and development environment. All configuration and/or software changes occur first in the development environment by the technical teams. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they

are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment.

1.3 Application Architecture

The Proposer must present the architecture for the proposed MCCA. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included as Attachment I (Architecture) to provide DHS a visual, as well as narrative, representation of the future operating environment. The following information must be provided in Section 2.3.2 (Application Architecture) of Appendix U (Detailed RFP Requirements Response Form):

- a) **Describe the application architecture (e.g., operating system, hardware platform, database configuration, workflow process) that will be utilized in the MCCA.**



- b) **Describe the software components that are included in the MCCA requirements, including software development tools, language, and technology, software version(s), relational Database Management System (DBMS), COTS software product(s) (as applicable), middleware, other software modules, standard and ad hoc reporting software, and planned number of installations**

EZ-CAP Products, Microsoft Windows Server 2012 R2 and SQL Server 2012 and Crystal Reports 11.

c) Describe System Customization & User Integration:**i. How does the user access MCCS provided standard and customizable, on-line documentation and training materials?**

Online help is available in the EZ-CAP application

ii. Describe the approach for changing business rules (e.g., adding new roles, encounter types and codes, change routing of workflow, changes to regulatory requirements,

EZ-CAP is highly configurable and can be done by the client admin. EZ-CAP support is also able to provide assistance with changing the environment configuration. Changes to regulations that require modifications to the software itself are done at no charge to the client.

iii. Are the screens re-configurable to provide the ability to reposition and rename field labels, remove or hide unused fields, and allow the addition of custom defined fields and the addition of mandatory fields?

EZ-CAP screens are configurable to an extent and a number of user defined fields exist and can be customized by the user.

d) Does the system provide the ability for remote access via a site-to-site secure VPN tunnel for authorized individuals?

Yes

1.3 Information Management

The Proposer must provide a proposed information management strategy for the MCCS in Section 2.3.3 (Information Management) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

a) Describe the tools and techniques to support importing and archiving data:

During the early planning of the project the pro's and con's over data conversion will be discussed. We will generally complete the following task once a decision to convert data has been reached.

1. Identify whether data cleaning is required in source database.
2. Make sure the structures of the source and destination databases in Dev/QA environments are in sync with that of production.
3. Identify the master data and the transactional data need to be uploaded.
4. Identify the various tables and fields from source that need to be mapped to the destination and prepare mapping document.
5. Identify the Key fields need to be stored from the source.
6. Identify the mandatory fields as per business needs from both source and destination systems. This is the case when one to one migration is not involved.
7. Decide the formats for some specific type of fields like Date, Phone, decimal and Currency etc. Once it is decided, the respective transformation logic needs to be applied from source to destination.

8. Decide upon using the fixed length characters or data in the source need to be carried out to target as is or not. Ex: Char to Varchar or vice versa, one date type to the other.
9. Identify the fields that could have special characters and prepare a strategy how to handle them while transferring to destination.
10. Determine the sequence in which the data to be loaded. This is very important when multiple tables are involved with relation between them as parent to child for multiple levels. In this case the data transfer for the child table at the lowest level in the hierarchy needs to be transferred first followed by the ones that are in the next upper level and so on.
11. Different strategy might be required to be adopted if the data migration is not straight forward. The strategy may include considering a staging area and running some scripts on that area before transferring data from Staging to destination.
12. In the case of very high volume of data is involved, buffer for tempdb database and storage capacity need to be looked into and take appropriate measures to handle the possible resource shortage issues.
13. Identify the additional tables that need to be created for additional master or business data from source that don't have any mapping from any of the standard available tables.
14. Some lookup tables may have to be created if required and the strategy to be followed to upload data in the lookup tables.
15. Decide on the error and /or success output report that is needed after loading of the data.
16. Identify the key performance indicators of the business for measuring the success of the migration.

i. The importing of archived data and active data from current legacy system data.

Please see above

ii. The archiving of historical and newly generated data in the new system.

All newly generated data will be backed up and then appropriately archived based on mutually agreed upon criteria

b) Describe the process and the manner that data can be extracted and securely transported to external organizations or agencies (e.g., FTP process, encryption, layer of transport, format).

Data from EZ-CAP can be exported in XML, Text, or CSV formats and delivered to county via SFTP.

i. Describe Proposer's approach to exporting County's data in an open format (e.g., XML, Text, CSV, etc.) that can be handled by County.

Data from EZ-CAP can be exported in any of the above formats and delivered to county via SFTP

c) Describe the process for maintaining integrity of an electronic document while it is being edited and signed off.

Access to secure documents is restricted based on user credentials.

1.4 System Security

The Proposer must provide a proposed security strategy for the MCCS that will be in compliance with the County's security policies and the requirements in Appendix I-1 (Technical Requirements Attachment) in Section 2.3.4 (System Security) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

- a) **Identification and description of the proposed security architecture including each proposed level of security (e.g., application, database, data transfer, network, server, NIST, etc.).**

There will be two levels of security for login to the system. The first is to the Windows RemoteApp Server, the second is to the EZ-CAP Application itself.

- b) **Proposed solution to support County's password requirements.**

[REDACTED]

- c) **Approach for managing security levels (e.g., defining and maintaining security levels, LA DHS and Program Participant role, etc.).**

User configuration is part of the standard implementation process. Once software is live, LA County will have the ability to manage the security levels of its own users.

- d) **Approach to managing restriction rights, privileges or access at the user or group level as well as allowing for a user to be assigned more than one (1) role.**

Security in the application can be set down to the field level and at the individual user. Users cannot be assigned more than one role.

- e) **Describe how the Proposer will deploy a secure and encrypted environment as required by the County's Chief Information Office (CIO) Technology Directive (TD) 14-05 and how the MCCS provides secure information delivery over the internet via encryption by using and conforming to Federal Information Processing Standard Publication (FIPS) PUB 140-2 and Advanced Encryption Standard (AES 256-bit key).**

We are providing data encryption at rest via the NetApp Encryption System (NES). NES is the most advanced encryption on the market and deployed at the storage layer via 256bit AES encryption.

- f) **Describe the system security and authentication, including:**

- i. **Level of data encryption.**

We are providing data encryption at rest via the NetApp Encryption System (NES). NES is the most advanced encryption on the market and deployed at the storage layer via 256bit AES encryption.

- ii. **Controls in place for remote access.**

Allscripts/Citra can provide remote access if desired but will require multifactor authentication. However, it is recommended only connectivity be provided from DHS's network to Citra Health. Remote access will then be granted and controlled as per DHS policies and procedures.

iii. Identity and Access Management (e.g. passwords, single sign on).

[REDACTED]

iv. Describe how Proposer systematically enforces access controls

County preference will dictate how access controls are enforced. County will have the ability to manage User Security Levels for the Application.

g) Describe with specificity Proposer’s intrusion detection and prevention capabilities and approaches.

The EZ-CAP Cloud has deployed an advanced Intrusion Prevention System (IPS) which provides 24x7 threat detection monitored by experts in our Security Operations Center (SOC). Driven by global threat data and research, our IPS detects suspicious activity and scans the entire network to identify vulnerabilities before an intrusion occurs.

h) Describe Proposer’s procedures for installing security patches for all applications.

For operating systems, we patch monthly following Microsoft’s release of patches.

i) Describe with specificity how County’s data is separated and maintained as separate from other customers’ data.

The county’s data is kept on its own environment.

i. Is there a dedicated and segregated hosting environment/infrastructure?

The county’s data is kept on its own environment.

j) Describe with specificity how Proposer is able to identify and report on unauthorized releases of County data.

It is the Policy of MTS to provide timely notifications to affected (patients and/or) consumers about breaches of individually identifiable health information.

Model breach notification letters or emails shall be developed and prepared to be used as needed.

It is the Policy of MTS to timely provide:

Notice to patients alerting them to breaches “without unreasonable delay,” but no later than 60 days after discovery of the breach.

Notice to Covered Entities by Business Associates (“BAs”) when BAs discover a breach.

Notice to the secretary of HHS and prominent media outlets about breaches involving more than 500 patient records.

Notice to next of kin about breaches involving patients who are deceased.

Notices to include what happened, the details of the breached unsecure PHI, steps to help mitigate harm to the patient, and the CE’s response.

Annual notice to the secretary of HHS 60 days before the end of the calendar year about unsecure PHI breaches involving fewer than 500 patient records.

When a security or privacy incident occurs that may be a “breach” under HIPAA regulations, the designated HIPAA Officer or Privacy Officer will perform a risk assessment to determine whether there is significant risk of harm to the individual(s) whose PHI was inappropriately disclosed or compromised. The following questions must be accurately addressed by the risk analysis:

Did the breach or compromise involve “unsecured” protected health information?

In whose hands did the PHI land?

Can the information disclosed cause “significant risk of financial, reputational, or other harm to the individual”?

Was mitigation possible? For example, can you obtain forensic proof that a stolen laptop computer’s data were not accessed?

Business Associates of MTS are required to immediately report all breaches, losses, or compromises of individually identifiable health information – whether secured or unsecured – to the designated HIPAA Officer or Privacy Officer.

Business Associate contracts, whether existing or new, are required to have corresponding breach notification requirements included in them.

Sanctions or re-training shall be applied to all workforce members who caused or created the conditions that allowed the breach to occur, according to MTS’s Sanction Policy.

All breach-related activities and investigations shall be thoroughly and timely documented in accordance with MTS’s Documentation Policy.

k) Describe the method for continuous monitoring of the security and integrity of the MCCS.

The EZ-CAP Cloud has deployed an advanced Intrusion Prevention System (IPS) which provides 24x7 threat detection monitored by experts in our Security Operations Center (SOC). Driven by global threat data and research, our IPS detects suspicious activity and scans the entire network to identify vulnerabilities before an intrusion occurs.

1.5 Hosting

The Proposer must provide a proposed hosting strategy for the management, security and performance of the hosting data centers (primary and secondary) that are located in the U.S., required to operate the MCCS in Section 2.3.5 (Hosting) of Appendix U (Detailed RFP Requirements Response Form) in accordance with Service Levels and Performance Standards (Exhibit E) of Appendix M (Required

Agreement). The Proposer should focus on availability, performance, security, redundancy and responsiveness aspects of its strategy, which shall be at a minimum, consistent with a Tier II Redundant Site Infrastructure Capacity Components environment. The information must include at least the following:

a) Describe the hosting site Tier standard being utilized.

All infrastructure will be hosted

b) Describe the method for continuous monitoring and management to optimize support, performance, and system availability.

Allscripts provides its CloudView monitoring platform as part of the solution. This solution actively monitors all infrastructure such as CPU, memory, network connectivity, etc. Engineers review and respond to alerts 24/7. In addition, regular maintenance is performed and the infrastructure is audited by a 3rd party.

c) Describe with specificity how the Proposer defines and calculates system and support availability.

The system uptime is defined by the application being available to its end-users for production use (less DHS connectivity). Uptime is calculated quarterly as (system base time – downtime)/system base time * 100 = uptime percentage. So, if there was 60 minutes of downtime in a given quarter and 120 minutes of maintenance, the calculation would be: $(129,480 - 60) / 129,480 * 100 = 99.95\%$ system availability or uptime.

d) The system availability requirement is to achieve 99.8% (or higher) availability. Insert information on uptime validation and restored data.

Our SLA includes 99.9% uptime guarantee.

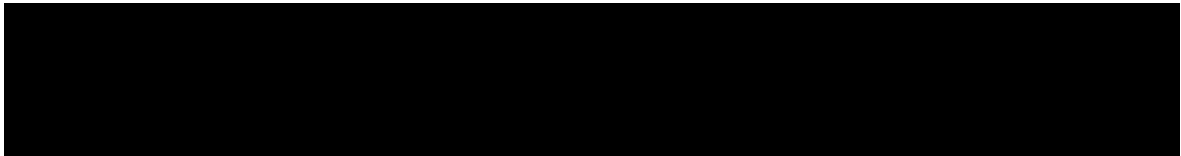
e) Based on experience with hosted Managed Care Core Systems, propose a range of severity levels and commensurate response times related to performance issues, incidents and loss of service.

Our SLA includes 99.9% uptime guarantee.

f) Describe the options available for the County to monitor uptime of the system.

We can provide direct access to our monitoring system so DHS can actively monitor the system and uptime in real time.

g) Describe administrative, technical, and physical security practices for hosted systems and data.



h) Based on experience, describe recommended schedules for regular back-up of standard file systems including:

i. Weekly full back-ups;

We will provide daily offsite backups

ii. Daily incremental back-ups; and

We will provide 15 minute incremental onsite backups

iii. Off-site storage facilities

All infrastructure will be hosted



- i) **Describe redundancy strategy and restoral procedures, including process to transfer to secondary location.**

Please see our business continuity and disaster recovery plan.

- j) **Describe architecture and infrastructure requirements for business continuity and disaster recovery in both hosting data centers (primary and secondary) that are located in the U.S.**

Please see our business continuity and disaster recovery plan.

- k) **Describe communication and escalation procedures related to incident identification and resolution.**

Please see our business continuity, disaster recovery plan, and Breach Notification Policy.

- l) **Describe the approach to applications management in areas including, but not limited to, service package management, application server management, and monitoring and reporting on application processes.**

Please see our business continuity and disaster recovery plan.

- m) **Provide information on frequency of upgrades and point releases and the process by which they are tested and rolled out with no, or minimal, disruption to the client.**

Patch releases are generally made quarterly, with general releases twice each year. Releases will be tested prior to rollout and will be moved to production during a scheduled maintenance window to ensure minimal downtime to the client

- n) **Describe the process for upgrading your MCCS software (e.g., annual upgrades, etc.).**

Patch releases are generally made quarterly, with general releases twice each year. Releases will be tested prior to rollout and will be moved to production during a scheduled maintenance window to ensure minimal downtime to the client

- o) **Describe with specificity each of Proposer's change management, upgrade and patch management policies.**

Our Release Management follows standard system development lifecycle methodologies and consists of six key components, from planning through installation. The six components are:

3.1 Planning

- Change Request
- Backlog Management
- Prioritization

3.2 Packaging

- Initial Packaging
- Package Analysis
- Package Documentation

3.3 Analysis

- Detailed Functional Analysis for Maintenance and Development
- Detailed Technical Analysis

3.4 Implementation

- Coding Changes
- Unit Testing
- String Testing
- Training and M&P

3.5 Testing

- Function Testing
- Regression Testing
- System Testing
- Installation Testing
- Setup Testing

3.6 Installation

- Promotion into Production
- Monitoring System Stability
- Post Installation Follow-up

Only after our product, QA, development teams have completed this steps are solutions packaged for client delivery.

- p) Describe with specificity Proposer’s identity management and help desk procedures for authenticating callers and resetting access controls, as well as establishing and deleting accounts (if that is part of its service).**

Support is available by phone, email, or web service. Our help desk will verify that the caller is an approved contact at the County before discussing any client specific information. Creating, modifying, and deleting users is a function that will be performed by the County’s EZ-CAP admin.

1.6 Interfaces

The Proposer must provide a proposed interface strategy for the MCCS in Section 2.3.6 (Interfaces) of Appendix U (Detailed RFP Requirements Response Form). The information must include at least the following:

- a) Describe the interface methodologies (data validation and rules, etc.) you expect to utilize as part of your project approach. In addition, address the following separately identified sub- question.**

We utilize the EZ-Partner API tool to facilitate interfaces between EZ-CAP and other systems. The process varies depending on the system to be interfaced as well as the data fields that will be brought over to out of EZ-CAP.

i. What are the typical interface methodologies utilized by your previous clients?

Our clients use a variety of interface methodologies based on the systems they are interfacing to and what data elements are to be interfaced.

b) Provide examples of other systems that the proposed MCCA has been interfaced with, and describe how the MCCA was interfaced to those other systems.

Most systems interfaced with EZ-CAP have been the homegrown ones developed by our clients, but Access Express and Ascender are two external systems that we have interfaced to.

c) Describe your approach for controlling interface files and monitoring their posting/delivery. In addition, address the following separately identified sub-questions.

Throughout the process of configuring the interface, extensive testing and QA activity will be done until the outcomes meet mutually agreed upon criteria.

i. Describe your user friendly process for identifying interfaced transactions or files that are rejected by the MCCA and for addressing those rejections, including any features or functions both within the MCCA and built into the interface architecture to facilitate exception processing.

An alert can be generated by the system for any failed transactions using the EZ-Partner software.

ii. What are the typical challenges encountered in controlling interface files and monitoring their posting/delivery?

The biggest challenge with managing interface files is the variety of systems and formats that exist. Each instance presents its own unique challenges.

iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

By extensively documenting the requirements of the project and involving all necessary resources on both the vendor and client side, many of these challenges can be mitigated or avoided altogether.

iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

We have found very few issues with our current process but have the ability to make modifications to incorporate unique client needs.

d) For specific interfaces to the County's current applications such as the DHS Electronic Health Record system, address the following questions separately:

i. Describe some specific interfaces that you have been successful in using to interface to other systems.

We utilize the EZ-Partner software to interface EZ-CAP with other systems.

- ii. **Describe your methodology approach for complex interfaces you have encountered in the past. Please include the name of the interface, the approach for design and development.**

We utilize the EZ-Partner API tool to facilitate interfaces between EZ-CAP and other systems. The process varies depending on the system to be interfaced as well as the data fields that will be brought over to out of EZ-CAP.

- iii. **What are the typical challenges encountered in implementing these interfaces?**

The biggest challenge with managing interface files is the variety of systems and formats that exist. Each instance presents its own unique challenges.

- iv. **What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?**

By extensively documenting the requirements of the project and involving all necessary resources on both the vendor and client side, many of these challenges can be mitigated or avoided altogether.

- v. **Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?**

We have found very few issues with our current process but have the ability to make modifications to incorporate unique client needs.

- e) **Describe your experience with County's preferred interface toolsets:**

We utilize the EZ-Partner software to interface EZ-CAP with other systems.

- i. **Describe any additional tools you plan to use in completing the interfaces described in Appendix L (Interfaces).**

N/A

1.7 Reporting Approach

LA DHS requires reporting and analysis capabilities for both compliance and performance reasons. The Proposer must provide responses to the following questions regarding reporting in Section 2.3.7 (Reporting Approach) of Appendix U (Detailed RFP Requirements Response Form). The development of effective reports and analysis requires robust data management capabilities and systems, as well as report development and analytical tools.

- a) **Describe the tools and approach to support Business Intelligence and Reporting requirements.**

- i. **What reporting capabilities does the solution inherently include?**

EZ-CAP has over 100 standard reports in the application.

- ii. **What capability does your proposed MCCS have for ad hoc reporting?**

Using Crystal Reports, users can generate ad hoc reports based off of any data fields in the system.

- iii. **What query language does the solution use? Is the query language proprietary?**

EZ-CAP uses SQL query language

iv. What capabilities does the solution offer in terms of exporting and extracting data?**a. How does the M CCS allow the generation of reports directly to other applications (e.g. MS Office, HTML or PDF formats)?**

EZ-CAP enables users to export data and reports directly into MS office and PDF formats

b) Describe how the proposed M CCS will provide the reports required by DHCS (California Department of Health Care Services), and other regulatory agencies.

If the required reports are not in the standard EZ-CAP reports library, custom reports can be created using Crystal Reports

c) Describe the methodologies and tools that the proposed M CCS will use to develop the custom reports.

EZ-CAP custom reports are generated using Crystal Reports

d) Describe the approach and tools to be provided to generate historical snapshots to allow monitoring ongoing performance improvements and report trends over time.

Reports can be created that show changes in trends over time. Reports can be created using any data fields in the system

6. Appendix J – Implementation Requirements

1.0 Implementation Requirements

This section defines the Proposer information required regarding the implementation approach of the proposed Managed Care Core System (MCCS). The Proposer should ensure that their response to each implementation component is consistent with the related MCCS requirements in Appendix H-1 (Functional Requirements Attachment) and Appendix I-1 (Technical Requirements Attachment).

1.1 Project Management

The Proposer must provide their proposed project management plan for the MCCS project in Section (Project Management) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

A) *Methodologies and Tools,*

- i. **Describe the project management methodology that will be utilized in the management of the project, in sufficient detail for County to understand how this methodology works and why it is well suited to County's needs. In addition, address the following separately identified sub-questions. Proposer shall provide its response to this Section in Section 2.4.1(i) (Methodologies and Tools) of Appendix U (Detailed RFP Requirements Response Form).**

We will utilize proven project delivery methods aligned with the Project Management Institute (PMI) best practices. The project management includes the following phases: Initiation, Planning, Executing, Monitoring and Controlling & Closing. A description of each Phase along with key outcomes is provided below:

Phase	Description	Outcome
Initiation	The initiation process authorizes the overall project. In this phase, project objectives are established, scope is defined, and responsible parties and deliverables are identified.	<ul style="list-style-type: none"> ▪ Stakeholders identified ▪ Overall understanding of the project including scope, responsibilities and deliverables ▪ Initial requirements gathering and documented
Planning	The defining and refining of the best courses of action to take to attain the project objectives. Project management plan is developed, including finalizing the individual plans for – cost, scope, time, quality, communication, risk and resources. Requirements finalization and signoff.	<ul style="list-style-type: none"> ▪ Approach for all project elements is documented and understood ▪ Requirements finalized
Executing	Project deliverables are developed and completed while adhering to the Plan developed in the prior phase. May occur simultaneously with Monitoring and Controlling phase.	<ul style="list-style-type: none"> ▪ Defined and agreed upon deliverables ▪ Deliverables completed ▪ Users Trained ▪ System Configured ▪ System Tested

Phase	Description	Outcome
Monitoring and Controlling	Ongoing process of measuring the project performance and progression with respect to the project management plan. Will occur simultaneously with all other project phases.	<ul style="list-style-type: none"> ▪ Project management plan worked through to completion
Closing	Formal closure of the implementation project takes place.	<ul style="list-style-type: none"> ▪ Acceptance and sign off on completed deliverables ▪ Transfer from Implementation to Operations ▪ Project close out

This methodology will be well suited for LA County as it follows the logical project cycle from the beginning stages through the hand off to post go live support. The expectations, deliverables and milestones will be clearly outlined with ownership assigned.

1. Describe your experience with similar engagements as it relates to the use of such project management methodology.

This is the proven methodology has been successfully utilized used for many other implementations of the EZ-Suite. The process has been refined and improved with lessons learned from each implementation.

2. Since County does not desire to engage in an extensive documentation of current state practices, describe your approach to capturing the necessary current state requirements, issues, and considerations without engaging in detailed current state process documentation.

Current state process flows could be completed at a high level through conversations with business leaders in the organization. The desire to not engage in detailed current state process documentation is understood, however high level process discussions will be necessary for the Implementation Team to identify areas were EZ-Suite will improve their workflows, eliminate manual workarounds, and provide efficiencies.

3. Describe your methodology for process redesign, including your approach and capabilities in applying best practice process models in developing County's future state processes.

The high level current state process discussions would be used by the Implementation Team to, at the same time, identify inefficiencies, pain points, labor intensive workarounds, etc. that would be improved with the implementation of the EZ-Suite.

4. Describe your approach to functional system configuration, including your approach and capabilities in applying system configuration recommendations.

The Implementation Team has developed a detailed EZ-CAP Build Tracker document that the configuration team at the County would follow and use for completing configuration tasks in the required order as well as allow them to document decisions, next steps, etc. The current and future state process discussions will help the Implementation Team in making recommendations on how to configure the system to best meet the business needs of the County.

5. Indicate your preferred software tools for each of the following project activities: Project management (work plan, status reporting, project e-room, issues tracking), current state documentation, requirements documentation, future state process modeling, system configuration documentation, test scripts.

- Project Management tools: MS Project Professional 2013, Microsoft Office 2013 Suite (Word, Excel, PowerPoint), MS Visio 2013, MS SharePoint
- Current State Documentation: Microsoft Office 2013 Suite (Word, Excel, PowerPoint), MS Visio 2013
- Requirements Documentation: MS Excel 2013
- Future State Process Modeling: MS Visio 2013, Microsoft Office 2013 Suite (Word, Excel, PowerPoint)
- System Configuration Documentation: MS Visio 2013, Microsoft Office 2013 Suite (Word, Excel, PowerPoint)
- Test Scripts: sample test script format provided in MS Word 2013 Testing Strategy Document

6. Describe your capabilities in scaling your methodology and tools to projects with a similar application footprint as being proposed at County.

The implementation methodology has been used at organizations with claims-processing staff of less than five employees to large organizations with over 200 employees.

7. Based on your previous experience with similar engagements, please identify separately for subparts 2 through 6, the typical challenges to utilizing this project management methodology.

2 – Lack of current state process methodology is not unique – many organizations of all sizes lack documentation of their current processes, or any documentation has not been regularly maintained and is now out of date.

3 – Process redesign is an ongoing effort and the challenge is that the process redesign is never fully complete and the documentation will require updates as improvements are identified.

4 – Functional configuration is challenging for system admins when they are not familiar with the EZ-Suite. It's difficult to make configuration decisions when you are not fully versed in system functionality and capabilities.

5 – Project management tools can present a challenge with a Client may not have access to the same versions of software or access to SharePoint sites where documentation is stored.

6 – Challenges with scaling the project management methodology include the additional communication and coordination required to manage a large team and many stakeholders.

8. Identify separately for subparts 2 through 6, the mitigation strategies or steps to address the typical challenges identified above that you have used effectively.

2 – A high level discussion or shadowing of the current processes should provide the Implementation Team sufficient knowledge and understanding for the current business processes.

3 – Identifying a clear owner for future state process documentation should help mitigate the documentation being out of date. The owner would be responsible for updates to the documentation as Implementation is underway and through Go Live. The County may also want to identify an owner for any updates or changes made to the processes post-Go Live so that the documents remain up to date.

4 – Training will be provided to super users of the system before configuration activities will begin. Once the team is working on functional design and configuration, the Implementation Team will support them by answering questions, providing refreshers on topics from the Trainings, etc.

5 – Any differences in software can be overcome by saving files to the correct file format or exporting them to PDF. The Project Managers for both teams can work together to overcome any challenges related to software and documentation.

6 – The challenges of larger teams need to be acknowledged and addressed during the Initiation phase of the project – for example, ensuring all key stakeholders are identified and included on the appropriate communications.

9. Discuss separately for subparts 2 through 6, whether the process you have used in the past to address the typical challenges identified above can be improved, and if so, how you would improve the process.

2 – The process of gathering current state process flows improves with every implementation as the person responsible for gathering the information learns from every Client he/she works with. No two health plans operate the same, so there's the opportunity to improve exists the more one learns about various business operations and needs.

3 – Similar to the process improvement that would be following for gathering high level current state processes, the same could apply to future state processes. The documentation and templates can be updated and improved with every implementation as various Clients may bring up ideas and suggestions that may apply to other Clients.

4 – Training delivery and materials are also in a constant cycle of improvement. Content is refined, "how to" documents are developed and updated, and new trainings are being developed.

5 – Software challenges with regards to project management tools can usually be overcome via saving files in the appropriate version or exporting documents to PDF. Also, Project Managers for both sides working together can resolve any challenges with sharing documents between teams if joint SharePoint access isn't available.

6 – Communications and coordination also can be improved upon throughout the life of a project. A Communications Plan, Status Reports, Executive Steering Committee meetings are all tools for disseminating information to large audiences. If messaging isn't reaching all key stakeholders, the project leadership can work together to fill in the gaps and develop tools and processes for closing those gaps.

b) *Change Management Methodology,*

Describe the proposed change management methodology, in sufficient detail for County to understand how this methodology works and why it is well suited to County’s needs. In addition, address the following separately identified sub-questions. Proposer shall provide its response to this Section in Section 2.4.1(ii) (Change Management Methodology) of Appendix U (Detailed RFP Requirements Response Form).

We will work with County will document process by which the parties mutually agree to a Change in Writing (PCR – Project Change Request), executed by both parties. A PCR will be completed to manage changes to the original scope of work effort, timeframes, staffing level, and milestones. PCRs will be used to document changes with or without financial impacts.

- i. **Describe your experience with similar engagements as it relates to the use of such change management methodology. Please address both project team management and management across the enterprise.**

This methodology has been used successfully with other Clients – PCRs are used when additional scope is identified, to add Training classes, etc. With clear documentation and sign off required, the goal is transparency.

- ii. **Based on your previous experience with similar engagements, what are the typical challenges to implementing this change management methodology?**

Challenges with change management usually stem from unclear language in the original contract document or as a result of undocumented conversations during the sales and contracting process.

- iii. **What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?**

We ask that Sales prepare and complete a Sales to Implementation transition call before the project officially kicks off so that any questions can be answered regarding the contract. If there are points in the contract that are unclear, the Implementation Team will work with the Sales Teams to clarify the language and determine whether or not a PCR is necessary.

- iv. **Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?**

Reducing the number of PCRs required is a process that is mitigated during discovery and contracting. The contracts are constantly refined to be more specific with regards to what is *in scope* and what is *out of scope*. If everyone has a clear understanding early on in the project, it should reduce the number of PCRs required.

c) Configuration/Adaptation Methodology.

Describe the configuration/adaptation methodology that will be utilized in your project approach, in sufficient detail for County to understand how this methodology works and why it is well suited to County's needs. In addition, address the following separately identified sub-questions. Proposer shall provide its response to this Section in Section 2.4.1(iii) (Configuration/Adaptation Methodology) of Appendix U (Detailed RFP Requirements Response Form).

Detailed requirements and design meetings will be held with client business leads. All requirements are entered into a requirement tracking documents. This document is designed to track every requirement from the initial identification through testing and ultimately to production. Once the operational and regulatory needs are well defined design overviews will be held. Every member of our team has worked for health care payer. Most as users of the EZ-Suite of products.

i. Describe how this configuration/adaptation methodology will be used to ensure quality, long-term flexibility, reuse, and optimal total cost of ownership in your project approach.

The configuration/adaptation methodology utilized by the vendor in governs with the tools and templates provided in the monitoring and controlling phase. Steering committee meetings, status reports, team meetings are just a few of the tools used to monitor and ensure project quality.

ii. Describe the approach you use for reducing the complexity and time required for configuration/adaptation (e.g., use of templates, default tables, and other approaches).

One of the biggest advantages of EZ-CAP is the short implementation timeline. Even though the implementation timeline is shorter than other products, EZ-CAP addresses healthcare benefit management needs. EZ-CAP allows the client to tailor operations for multiple lines of business and utilizes powerful auto adjudication rules.

iii. Describe your experience with similar engagements as it relates to the use of such configuration/adaptation methodology.

The EZ-CAP team makes the difference. Our clients have told us repeatedly that our understanding of their business lays the ground work for successful outcomes.

iv. Based on your previous experience with similar engagements, what are the typical challenges involved in utilizing the proposed configuration/adaptation methodology?

Our most common challenge is resources commitment. We bring a highly skilled team to the project. With their vast knowledge our resources can augment when client resources are limited.

v. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

We will communicate the technical and business needs in the imitation phase of the project. Allowing the client IT resources ample time to provide necessary access as to not delay the project.

vi. **Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?**

Our current process works very well. We continually solicit feedback from our clients and make modifications as needed.

d) *Project Management Plan.*

Describe the process and standards followed for a Project Control Document (PCD) and what components that will be included in this document to include at a minimum the following implementation approach. Proposer shall provide its response to this Section in Section 2.4.1(iv) (Project Management Plan) of Appendix U (Detailed RFP Requirements Response Form).

- a. **Project Work Plan** – The detailed Project Work Plan would be an .mpp project schedule file built using MS Project Professional 2013
- b. **Error Management Plan** – The Testing Strategy Template provided to the County will also include a Defect Management section, where both teams would jointly agree upon and document the approach for handling defects or errors uncovered during testing.
- c. **Project Communications Plan** – The Project Communications Plan is covered as its own section within the Project Management Plan document. The plan is developed with the client leads and Project Manager. Each organization has unique structures and communication needs. The communication plan will address methods to inform all sponsors and stakeholders.
- d. **Risk Management Plan** – The Risk Management Plan is covered in the Risks, Action Items, Issues and Decisions (RAID) Tracking Management section of the Project Management Plan documents. This document will be use as sole source for all project RAID items. It will be either housed on a shared drive or sent to client on a weekly/daily basis as needed.
- e. **Project Staffing and Resource Management Plan** – The Resource Management Plan is covered as its own section within the Project Management Plan document. Resources are assigned to the project based on the schedule. Subject Matter Experts will be assigned as needed. The core team will consist of the Project Manager, Business Analyst, and a Technical Analyst.
- f. **Configuration and Technology Change Management Plan** – The Analysts assigned to the project will train the client staff on the configuration of all EZ-CAP screens and modules. All configuration will be tracked using the Build Tracker documents. Any technical changes will be submitted through a Functional Requirement Document.
- g. **Issue Management Plan** – The Issue Management Plan is covered in the Risks, Action Items, Issues and Decision (RAID) Tracking Management section of the Project Management Plan documents.
- h. **Quality Management Plan** – The Monitor and Control phase is designed to ensure project quality in our delivery. It is through the use of our tools and template that we are able to consistently measure quality. These templates include:

- Project Charter
- Internal Project Kickoff
- External Project Kickoff
- Resource Plan
- Roles and Responsibilities
- Project Team Roster / Contact List
- Master Test Approach
- Training Strategy Plan
- Project Management Plan
- Project Schedule
- Gap Assessment
- Business Requirements Matrix
- Business Outcomes Measurement
- Defect Management Plan
- Environment Strategy Document
- Environment Tracking
- Build Tracker
- Interface/Trading Partner Inventory
- Report Inventory
- Letters Inventory
- Cutover Plan
- Project Task Check-list
- Steering Committee Meeting Presentation
- Client-Facing Status Report
- Project Change Request
- Project Initiation and Delivery
- Process flows for software delivery

e) Data Conversion and Data Load Plan.

Provide Proposer’s approach and components of a comprehensive Data Conversion and data load Plan to be employed in the MCCS project. Proposer shall provide its response to this Section in Section 2.4.1(v) (Data Conversion Plan) of Appendix U (Detailed RFP Requirements Response Form).

During the early planning of the project the pro’s and con’s over data conversion will be discussed. We will generally complete the following task once a decision to convert data has been reached.

1. Identify whether data cleaning is required in source database.
2. Make sure the structures of the source and destination databases in Dev/QA environments are in sync with that of production.
3. Identify the master data and the transactional data need to be uploaded.
4. Identify the various tables and fields from source that need to be mapped to the destination and prepare mapping document.
5. Identify the Key fields need to be stored from the source.
6. Identify the mandatory fields as per business needs from both source and destination systems. This is the case when one to one migration is not involved.
7. Decide the formats for some specific type of fields like Date, Phone, decimal and Currency etc. Once it is decided, the respective transformation logic needs to be applied from source to destination.
8. Decide upon using the fixed length characters or data in the source need to be carried out to target as is or not. Ex: Char to Varchar or vice versa, one date type to the other.
9. Identify the fields that could have special characters and prepare a strategy how to handle them while transferring to destination.
10. Determine the sequence in which the data to be loaded. This is very important when multiple tables are involved with relation between them as parent to child for multiple levels. In this case the data transfer for the child table at the lowest level in the hierarchy needs to be transferred first followed by the ones that are in the next upper level and so on.
11. Different strategy might be required to be adopted if the data migration is not straight forward. The strategy may include considering a staging area and running some scripts on that area before transferring data from Staging to destination.
12. In the case of very high volume of data is involved, buffer for tempdb database and storage capacity need to be looked into and take appropriate measures to handle the possible resource shortage issues.
13. Identify the additional tables that need to be created for additional master or business data from source that don't have any mapping from any of the standard available tables.
14. Some lookup tables may have to be created if required and the strategy to be followed to upload data in the lookup tables.
15. Decide on the error and /or success output report that is needed after loading of the data.
16. Identify the key performance indicators of the business for measuring the success of the migration.

f) High-Level Project Schedule.

Provide a brief narrative description of the high-level project schedule, including overall timeline, key deliverables, and key milestones. Proposer shall provide its response to this Section in Section 2.4.1(vi) (High-Level Project Schedule) of Appendix U (Detailed RFP Requirements Response Form).

The implementation of product can be completed in 4 – 6 months. The project will requirement commit of resources from both the vendor and the client. The following task will be included:

- Contracting
- Procurement
- Installation
- Training
- Configuration
- Testing
- Go-live
- Support

g) Detailed Project Schedule.

Provide a detailed project schedule and resource plan for all roles on the project (i.e., Proposer, County, and any applicable third parties), including total hours by phase and stage. The project schedule shall be informed by the approach utilized in the sample Appendix G (Sample Proposed Project Schedule). The project schedule shall include overall timeline, tasks, durations, key deliverables, and key milestones. Proposer shall provide its detailed project schedule and resource plan as “Attachment J-1.1(g) (Project Schedule).”

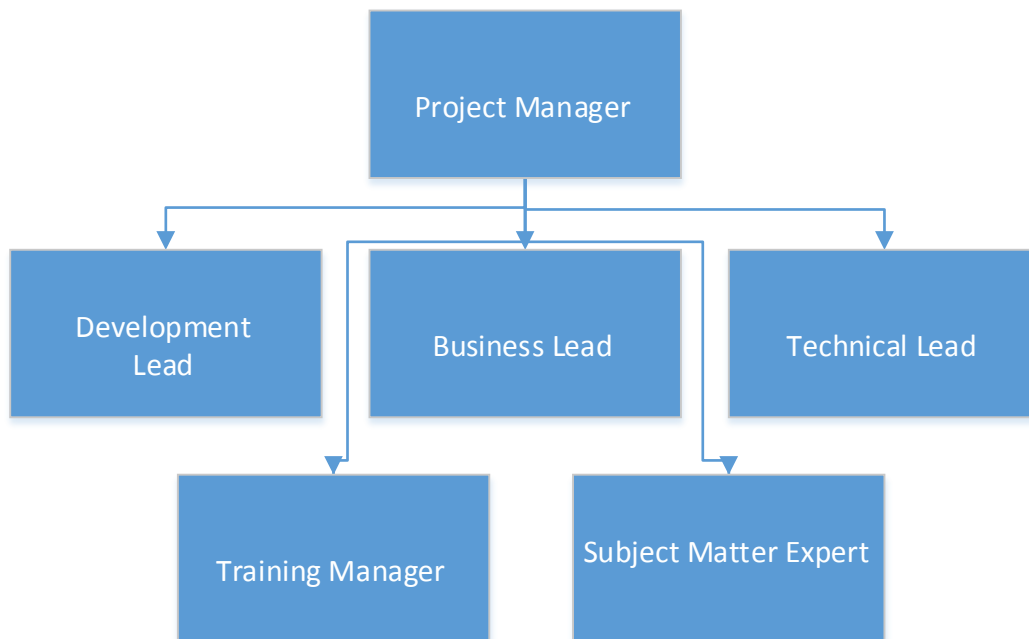
Please refer to Attachment J-1.1(g) (Project Schedule), which immediately follows this section.

h) Staffing Plan.

Proposer shall provide a detailed staffing plan including a proposed Project organizational chart as “Attachment J-1.1(h) (Proposer’s Project Organizational Chart)” that will ensure full compliance with the resultant Agreement’s requirements and the Proposer’s stated methodology for providing Services as stated in the RFP. The plan shall be supported by and consistent with the Proposer’s Total Firm Fixed Price as set forth in Appendix Q-1 (Pricing Response Form), Proposed Proposer’s project executives and implementation and subject matter experts, who would be involved in the actual implementation and ongoing activities at County if the Proposer is selected, are required to be engaged in preparing the Proposal and must participate in related question/answer sessions and agreement negotiations/meetings. Proposer shall provide its detailed staffing plan to this Section in Section 2.4.1(viii) (Staffing Plan) of Appendix U (Detailed RFP Requirements Response Form). In addition, Proposer’s Project organizational chart must be provided separately as “Attachment J-1.1(h) (Proposer’s Project Organizational Chart).”

The project will be led by a Project Manager. The core team will consist of the Project Manager, Development Lead, Business Lead, and Technical Lead. These leads will provide all training and configuration support. As a functional organization the leads will bring in subject matter experts as

needed to support the project and product delivery. A typical project team has a combination of over 40 years of healthcare experience.



i) Benefits of Proposed Account and Project Organization.

Proposer shall describe the benefits of Proposer’s proposed account and project organization and the time frame for implementation. The discussion of the proposed account and project organization should give County an understanding of the relationship management model the Proposer will roll out for the overall relationship as well as its approach to providing expertise to the specific modules. Proposer shall provide its response to this Section in Section 2.4.1(ix) (Benefits of Proposed Account and Project Organization) of Appendix U (Detailed RFP Requirements Response Form).

The team approach we utilize creates a cohesive team. We integrate client resources along with our resources to ensure project success. The integrated team will design and configure solution for all relevant modules of the system. A typical implementation should be from 6 to 9 months.

1.2 Contractor Key Personnel

The Proposer must staff the project with key personnel that provide the requisite skill sets and experience to ensure the success of the project. The Proposer should describe the composition and organization of the proposed project team, as well as the key skills and qualifications that the Proposer believes are key to the success of the project in Section 2.4.2 (Contractor Key Personnel) of Appendix U (Detailed RFP Requirements Response Form). Specifically, there are a number of key positions required for the project that are described in detail below.

For any other proposed Contractor Key Personnel which are not described in detail below, but who are a part of Contractor’s proposed project team, Proposer shall identify and indicate such additional Contractor Key Personnel project role(s) and responsibilities in Section 2.4.2(iii) (Additional Contractor Key Personnel) of Appendix U (Detailed RFP Requirements Response Form).

Resumes are required for Contractor Key Personnel. Proposer shall identify and provide resumes for each Contractor Key Personnel, listed below. All resumes for each Contractor Key Personnel shall be included as Attachment J-1.2 (Contractor Key Personnel Resumes). Submission of resumes shall constitute Proposer’s permission for County to verify all information provided.

Resumes of all proposed staff noted below shall include, at a minimum, the following:

(a) The current position and years with the firm;

Implementation managers, Implementation analysts, and Implementation directors will be assigned to this project. All members of the team have years of experience working with the EZ-CAP product.

(b) The academic background, covering all post high school education, including the name of the institution(s) and dates of attendance;

Members have advanced degrees in Healthcare Administration as well as Project Management Professional Licensure.

(c) The experience background, including the number of years experience, position titles, and functions, while gaining experience in the provision of Services to be provided under the Agreement. Resumes must include relevant MCCS software implementation experience.;

Our typical project implementation team has a combined over 60 years of healthcare IT experience. 100% of the team members have worked for a healthcare payer/provider.

(d) The copies of diplomas, awarded degrees, current certifications, or relevant practice licenses of personnel who will manage the Project; and

Once we have officially selected the members of the implementation team for this project, we will be happy to provide this information. Most of our implementation team has at least a college level degree and many are PMP certified.

(e) Three (3) relevant client references, including the contact persons’ names, e-mails, and current telephone and facsimile numbers that can verify the proposed staff’s experience. Client references are required for the Contractor Project Director, the Contractor Project Manager, and the Contractor Key Personnel, and must cover the timeframes listed in the RFP.

Key Positions	Descriptions/Minimum Functions
Contractor Project Director	Proposer shall identify and provide a resume for the Contractor Project Director who will be responsible for managing the Services. The Contractor Project Director shall work with County in developing the program strategy and various system wide high level project plans. The Contractor Project Director shall ensure integration of projects, and communicate with County’s program leadership, information technology business leadership, and other related County stakeholders to communicate program strategy,

Key Positions	Descriptions/Minimum Functions
	direction, and changes. The Contractor Project Director shall meet the requirements outlined in the RFP.
Contractor Project Manager	The Contractor Project Manager must lead the Proposer’s project team. The Contractor Project Manager shall act as primary liaison with County and be primarily responsible for the Deliverables and providing day-to-day direction to the Project team. The Contractor Project Manager shall also be responsible for the overall management and coordination of the Agreement. This individual reports directly to the Contractor Project Director. The Contractor Project Manager must be committed to the project, full-time from the Agreement execution date through the implementation and Go-Live of M CCS. The Proposal shall include a resume describing the proposed Contractor Project Manager’s experience. In the resume, Proposer shall document two of the proposed Contractor Project Manager’s prior related experiences.
	<p>Key responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Provide Project Control Document ▪ Acting as the primary interface with the County Project Manager ▪ Providing day-to-day management of the Project including overall performance and Agreement compliance ▪ Providing day-to-day management and direction of Contractor resources assigned to the Project ▪ Managing the Project to the current work plans and coordinating the availability of scheduled resources to the Project ▪ Managing all Project resources and ensuring that appropriate resources are available throughout the life of the Agreement ▪ Establishing and maintaining regular communications with the County Project Office ▪ Maintaining reporting, budget/cost reporting, and issue reporting ▪ Practicing change management controls and procedures in coordination with the County Project Manager ▪ Monitoring and maintaining the development and implementation schedules ▪ Developing and implementing a quality assurance process to ensure all objectives are met, milestones are achieved, and stakeholders are satisfied <p>Key desirable qualifications include:</p> <p>Project Management Professional (PMP) or equivalent certification</p> <ul style="list-style-type: none"> ▪ Experience in both health care project management and scheduling (or logistical) systems ▪ Lead project manager for system integration project. A minimum of five (5) years experience as lead project manager for software implementation projects ▪ Experience managing previous M CCS implementations ▪ Experience with scheduling projects

1.3 County Roles

Proposer shall describe any roles County executives and County employees are expected to fill. Proposer shall provide its response to this Section in Section 2.4.3 (County Roles) of Appendix U (Detailed RFP Requirements Response Form).

We ask that the Executive Sponsor sit on the steering committee and attend the monthly steering committee meetings. We would also expect the County Project Manager, Business Leads, and IT leads to attend meetings, training, and work sessions are defined in the project schedule.

1.4 Training

The Proposer must provide their proposed training approach for the MCCS project in Section 2.4.4 (Training) of Appendix U (Detailed RFP Requirements Response Form). County would like to know how the Proposer proposes to identify the type of training that would be the most effective, and to implement the training necessary for all County staff. Discussion points for this topic must include

a) **Describe your recommended approach to project team training, including**

i. **A description of Proposer training approaches and capabilities**

We use a multitude of training approaches. We can provide training remote (web meeting), written self-paced, recorded, on-site (Citra offices), and on-site (client offices). We will also deliver facilitate work sessions in this same model.

ii. **The rationale the Proposer will use for the selection of training processes**

Business operations and resources availability are the most common rationale used when determining training delivery.

iii. **Proposer shall describe in detail how it will ensure initial and ongoing training of its staff, both new and existing, for the provision of all Services under the Agreement**

Our offerings are discussed and planned with the project team. We tailor the training agenda and topics to coincide with the needs of the client.

b) **Describe your recommended County-specific approach and methodology for training end users, In addition, address the following separately identified sub-questions.**

i. **Describe your flexible training approaches.**

We use a multitude of training approaches. We can provide training remote (web meeting), recorded, on-site (Citra offices), and on-site (client offices). We will also deliver facilitate work sessions in this same model.

ii. **Describe how the training approach and methodology covers the full spectrum of comprehensive, innovative, and cost effective training.**

The initial training is usually held on-site. Smaller more concentrated sessions are help with the users as requirements and configuration decisions are made. An additional on-site training is normally held before starting testing. We will provide any training remote based on the needs of the County and the users' ability gain intended knowledge presented.

iii. **Describe how the training approach and methodology prepares the user community to successfully perform their roles in the "to be" County environment.**

The users that have been trained will be demonstrate their knowledge of the systems during the build and testing tasks. The process will directly mimic the processed they will perform in the production environment.

iv. Describe how the training approach and methodology addresses post Go-Live training and the ongoing measurement of the user community’s competency in order to apply point training to areas of deficiency.

We have multiple how-to’s and training videos we can provide to the users. Our Implementation team will remain engaged until 30 days post go-live to assist with any areas of deficiency as well. We provide a quarterly training in our Valencia offices as well. This schedule is produced on an annual basis and distributed to all clients.

v. Describe the proposed County involvement (e.g., subject matter experts, end users, etc.).

The County SME’s will be the training and testing leads. We often use a train the trainer approach. This approach creates an in house center of expertise around the product and give users SME’s to go to.

vi. Describe the methods, tools, and types of training (e.g., classroom, Computer Based Training (CBT)/e-learning, long-distance learning, etc.).

We use a multitude of training approaches. We can provide training remote (web meeting), written self-paced, recorded, on-site (Citra offices), and on-site (client offices). We will also deliver facilitate work sessions in this same model.

vii. Describe the training plans (to include materials, scheduling, execution, and any other training plans and approaches provided by the strategy).

Training plans are customized to the needs of the client. The approach helps ensure to most efficient use of all project resources. After initial discovery, we concentrate on areas of weakness first and build our training delivery as comfort levels of users increase.

c) Describe the types of training (e.g., class-based, Webinars, CBT, etc.) that you expect to deploy as part of your project approach. In addition, address the following separately identified sub- questions.

We have multiple how-to’s and training videos we can provide to the users. Our Implementation team will remain engaged until 30 days post go-live to assist with any areas of deficiency as well. We provide a quarterly training in our Valencia offices as well. This schedule is produced on an annual basis and distributed to all clients.

i. Explain the pros and cons of each type of training.

On-site (client site) – is the most effective training delivery model. Trainers are able to better gauge users understanding of material in person. We suggest a minimum of two weeks of on-site training with two or more follow-up work sessions. This delivery method is the most costly with travel for the trainers and extended commitment from the resources. Client would also need an appropriate training room.

On-site (Citra offices) – is provided to the client in our Valencia office. This option would provide for up to 12 client attendees to receive training in our offices. This model would require travel cost to the client and extended resource commitment as well.

Remote – is the most cost effective delivery model. Most implementations will have a remote work session/training component. It is harder to gauge user understanding with this model. We do employ to help overcome this obstacle. Remote sessions are normally

delivered in 4 hours sessions. This allows user to not miss full day(s) at once from their normal tasks.

ii. Provide examples of your standard course, including recommended class size and hours per course.

The ideal class size is no more than 12 attendees but we can customize our delivery if facilities can accommodate a greater class size.

<p><i>1:00 PM – 3:00 PM</i></p>	<p>Workflow</p> <ul style="list-style-type: none"> • What is Workflow? • How can Workflow be used? • Understanding Workflow • Create Workflow Rules for Claims • Create Workflow Rules for Authorizations • Create Workflow Rules for Eligibility <p>Workflow</p> <ul style="list-style-type: none"> • Users • Codes • Workflow Administrator • Workflow Rule Editor • Workflow Sets
<p><i>3:00 PM – 3:15 PM</i></p>	<p>BREAK</p>
<p><i>3:15 PM – 4:30 PM</i></p>	<ul style="list-style-type: none"> • Workflow Setup • Workflow Set Assignment • Workflow Queue Assignment • Queue Aging Report • Attach WF rules/start using the WF rules • Dashboard Functionality
<p><i>4:30 p.m. – 5:00 p.m.</i></p>	<p>Review and Q&A</p>

Day 5

<p><i>9:00 AM – 10:00 PM</i></p>	<p>Document Management</p> <ul style="list-style-type: none"> • Folder Management • File Management
<p><i>10:00 AM – 10:15 AM</i></p>	<p>BREAK</p>
<p><i>10:15 AM - 12:00 PM</i></p>	<p>Reports</p> <ul style="list-style-type: none"> • Report Access Setup • Report Configuration • Create Report Access Profile • Attach Report Access Profile to a User

<i>12:00 PM – 1:00 PM</i>	LUNCH
<i>1:00 PM – 3:00 PM</i>	Crystal Reports <ul style="list-style-type: none"> Connecting to existing reports via OLE DB connection Views at the Company and ECD Level
<i>3:00 PM – 3:15 PM</i>	BREAK
<i>3:15 PM – 4:30 PM</i>	Reports Module <ul style="list-style-type: none"> Custom Report Preview Custom Report
<i>4:30 p.m. – 5:00 p.m.</i>	Review and Q&A

- d) **Based on your previous experience with similar engagements, discuss the typical recommended curriculum for technical and functional staff involved in the initial implementation of the MCCS.**

Agenda below:

Day 1

<i>9:00 a.m. – 10:30 a.m.</i>	Users and Security <ul style="list-style-type: none"> Profiles <ul style="list-style-type: none"> Employer Group Restriction Profiles Financial Limit Profiles Field Level Access Profiles Screen Access Profiles Company Access Profiles Roles User Rights
<i>10:30 a.m. – 12:00 p.m.</i>	System Administration <ul style="list-style-type: none"> Identifying Modules in EZ-CAP Menus Navigation / Shortcut Keys EZ-CAP Modules Toolbar Functionality EZ-CAP Configuration <ul style="list-style-type: none"> Virtual Environment Configuration Virtual Environment Status Global Configuration Company Configuration Track Login Attempts
<i>12:00 p.m. – 1:00 p.m.</i>	LUNCH
<i>1:00 a.m. – 2:30 p.m.</i>	Setup User Accounts <ul style="list-style-type: none"> Admin Account Claims Team Eligibility Team Care Management Team Providers/Vendors Contracting Team

<p><i>2:30 p.m. – 4:30 p.m.</i></p>	<p>Service Codes and General Codes & Types</p> <ul style="list-style-type: none"> • Service Codes <ul style="list-style-type: none"> ○ Updating/Inloading Codes ○ From and To Dates/Add Current & History Records ○ Review of Component Unit/Single Unit Schemes • General Codes & Types <ul style="list-style-type: none"> ○ Setting a record Default ○ Diagnosis Codes ○ Place of Service Codes – New Functionality ○ Adjustment Group Codes ○ Adjustment Reason Codes ○ County/District Codes ○ Language Codes ○ Ethnicity Codes ○ State/Region Codes ○ Country Codes ○ Financial Types ○ Admission Types ○ Address Types • Calendar Set/Table • Anesthesia Decimal Set/Table
<p><i>4:30 p.m. – 5:00 p.m.</i></p>	<p><i>Wrap-up (Q&A)</i></p>

Day 2

<p><i>9:00 a.m. – 10:00 a.m.</i></p>	<p>Healthplans & Benefit Matrix</p> <ul style="list-style-type: none"> • Healthplan Codes • Creating a Healthplan Contract • Financial Responsibility Codes / Set-up • Creating Financial Responsibility Tables • Creating Employer Groups • Service Categories / Creating Service Categories • Understanding Benefit Rules / Creating Benefit Rules • Benefit Rule Validation • AI Overlap Rule • Option Master <ul style="list-style-type: none"> ○ Creating Option Master Records / Copying Records • Detail Option Maintenance screen <ul style="list-style-type: none"> ○ Creating Detail Option records ○ Linking Benefit Rules • Tracking Maintenance <ul style="list-style-type: none"> ○ Creating Tracking Maintenance records • Assigning Tracking Codes to Detail Option Record • Benefit Option Set Exceptions
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<p><i>10:00 a.m. – 12:00 p.m.</i></p>	<p>Provider: Vendors</p> <ul style="list-style-type: none"> • Vendors <ul style="list-style-type: none"> ○ Build Vendor Support Tables <ul style="list-style-type: none"> ▪ Address Types ▪ Vendor Types ▪ Vendor AKA Types ○ Creating Vendors/Multiple Addresses ○ Vendor Inloads
<p><i>12:00 p.m. – 1:00 p.m.</i></p>	<p>LUNCH</p>
<p><i>1:00 p.m. – 4:30 p.m.</i></p>	<p>Providers / Pricing of Claims w/in EZ-CAP (setup)</p> <ul style="list-style-type: none"> • Fee Sets/Schedules • Understanding Fee Set Assignments • Fee Set Assignment Utility • Understanding Fee Schedule Inload • Single/Component Unit Schemes • Service Modifier Sets/Tables • Creating RBRVS Geographic Adjustment Factors • Providers Codes & Types • Creating Account Numbers • Creating Providers / Multiple Addresses • Withhold Setup • Tax Withhold Setup • Provider Inloads
<p><i>4:30 p.m. – 5:00 p.m.</i></p>	<p><i>Wrap-up (Q&A)</i></p>

Day 3

<p><i>9:00 a.m. – 12:00 p.m.</i></p>	<p>Eligibility</p> <ul style="list-style-type: none"> • Member Codes & Types • Subscribers • Responsible Party • Creating a Member / Multiple Addresses <ul style="list-style-type: none"> ○ Assigning Member Outside IDs ○ Assigning Member Conditions ○ Assigning EZ-Alerts ○ COB Functionality ○ Quick Links • Creating History Transactions • Understanding the Member Benefits module
<p><i>12:00 p.m. – 1:00 p.m.</i></p>	<p>LUNCH</p>

1:00 p.m. – 4:00 p.m.	Review <ul style="list-style-type: none"> • Configurations • Users & Security • Codes & Types • Build Checklist • Discuss Member Inload Specifications & Architecture • Discuss Provider Inload Specifications & Architecture • Discuss Vendor Inload Specifications & Architecture
4:00 p.m. – 5:00 p.m.	Wrap-up (Q&A)

1.5 Requirements, Design, Configuration and Customization

The Proposer must provide their proposed system design, development and testing approach for the MCCS project in Section 2.4.5 (Requirements, Design, Configuration and Customization) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

- a) The software implementation approach that the Proposer will apply to the MCCS Project (appropriate to the scope, magnitude, and complexity of the solution) that includes, at a minimum, the concept stage, requirements stage, design stage, development stage, test stage, installation implementation, go-live, immediate post go-live, and high level timeframes

Our Release Management follows standard system development lifecycle methodologies and consists of six key components, from planning through installation. The six components are:

3.1 Planning

- Change Request
- Backlog Management
- Prioritization

3.2 Packaging

- Initial Packaging
- Package Analysis
- Package Documentation

3.3 Analysis

- Detailed Functional Analysis for Maintenance and Development
- Detailed Technical Analysis

3.4 Implementation

- Coding Changes
- Unit Testing
- String Testing
- Training and M&P

3.5 Testing

- Function Testing
- Regression Testing
- System Testing
- Installation Testing
- Setup Testing

3.6 Installation

- Promotion into Production
- Monitoring System Stability
- Post Installation Follow-up

Only after our product, QA, development teams have completed this steps are solutions packaged for client delivery.

b) Description of the design and development (configuration) approach and methodology

Phase	Description	Outcome
Initiation	The initiation process authorizes the overall project. In this phase, project objectives are established, scope is defined, and responsible parties and deliverables are identified.	<ul style="list-style-type: none"> ▪ Stakeholders identified ▪ Overall understanding of the project including scope, responsibilities and deliverables ▪ Initial requirements gathering and documented
Planning	The defining and refining of the best courses of action to take to attain the project objectives. Project management plan is developed, including finalizing the individual plans for – cost, scope, time, quality, communication, risk and resources. Requirements finalization and signoff.	<ul style="list-style-type: none"> ▪ Approach for all project elements is documented and understood ▪ Requirements finalized
Executing	Project deliverables are developed and completed while adhering to the Plan developed in the prior phase. May occur simultaneously with Monitoring and Controlling phase.	<ul style="list-style-type: none"> ▪ Defined and agreed upon deliverables ▪ Deliverables completed ▪ Users Trained ▪ System Configured ▪ System Tested
Monitoring and Controlling	Ongoing process of measuring the project performance and progression with respect to the project management plan. Will occur simultaneously with all other project phases.	<ul style="list-style-type: none"> ▪ Project management plan worked through to completion
Closing	Formal closure of the implementation project takes place.	<ul style="list-style-type: none"> ▪ Acceptance and sign off on completed deliverables ▪ Transfer from Implementation to Operations ▪ Project close out

1.6 Data Conversions

Proposer's response to this Section shall be provided in Section 2.4.6 (Data Conversions) of Appendix U (Detailed RFP Requirements Response Form).

- a) **Based on your previous experience with similar engagements, describe the methodology, tools, and processes that will be utilized in mapping, standardization, conversion, and validation of legacy data to the proposed MCCS. In addition, address the following separately identified sub- questions.**

Our development team will do a thorough analysis of the current system. Once this is completed the developers will complete a data map and communicate any gaps. This analysis will include:

1. Identify whether data cleaning is required in source database.
2. Make sure the structures of the source and destination databases in Dev/QA environments are in sync with that of production.
3. Identify the master data and the transactional data need to be uploaded.
4. Identify the various tables and fields from source that need to be mapped to the destination and prepare mapping document.
5. Identify the Key fields need to be stored from the source.
6. Identify the mandatory fields as per business needs from both source and destination systems. This is the case when one to one migration is not involved.
7. Decide the formats for some specific type of fields like Date, Phone, decimal and Currency etc. Once it is decided, the respective transformation logic needs to be applied from source to destination.
8. Decide upon using the fixed length characters or data in the source need to be carried out to target as is or not. Ex: Char to Varchar or vice versa, one date type to the other.
9. Identify the fields that could have special characters and prepare a strategy how to handle them while transferring to destination.
10. Determine the sequence in which the data to be loaded. This is very important when multiple tables are involved with relation between them as parent to child for multiple levels. In this case the data transfer for the child table at the lowest level in the hierarchy needs to be transferred first followed by the ones that are in the next upper level and so on.
11. Different strategy might be required to be adopted if the data migration is not straight forward. The strategy may include considering a staging area and running some scripts on that area before transferring data from Staging to destination.
12. In the case of very high volume of data is involved, buffer for tempdb database and storage capacity need to be looked into and take appropriate measures to handle the possible resource shortage issues.
13. Identify the additional tables that need to be created for additional master or business data from source that don't have any mapping from any of the standard available tables.

14. Some lookup tables may have to be created if required and the strategy to be followed to upload data in the lookup tables.
15. Decide on the error and /or success output report that is needed after loading of the data.
16. Identify the key performance indicators of the business for measuring the success of the migration.

i. What are the typical challenges encountered during this mapping?

The biggest challenge is normal getting the appropriate access to the current system. The team will need VPN access to the legacy database server

ii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

We communicate access needs early on with our issues logs and project schedules. We are trained to stay ahead of project issues. We believe many issues will never materialize due to our through planning and communication efforts.

iii. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

The current process is very effective.

b) Discuss whether the proposed MCCA contains tools to facilitate conversion, or whether you expect to use additional software to support the conversion effort. In addition, address the following separately identified sub-questions,

Conversion of data can be included in the scope of implementation of EZ-CAP. No additional software should be needed to facilitate conversion.

i. If you expect County to have or to acquire additional software to support the conversion effort, then describe the additional software requirements.

Not anticipated to be needed.

ii. What are the typical challenges encountered when using the data conversion tools?

Conversion is typically a time-intensive process, depending on what data is to be converted

iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

We will work with the county to identify a complete and specific scope to the conversion process. If we begin with a detailed understanding of what is expected, most challenges are minimized

iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

The current process is very effective

1.7 Quality Management Plan

Proposer shall present a comprehensive Quality Management Plan to be utilized to ensure the required Services are provided as specified in the Statement of Work (Appendix M, Exhibit A) The plan shall provide details of Proposer's approach to measuring and maintaining high quality services, including an identified monitoring system covering all the Services set forth in the RFP and methods for identifying and preventing deficiencies in the quality of Services, Specifically, Proposer shall include the following information for its Quality Management Plan in Section 2.4.7 (Quality Management Plan) of Appendix U (Detailed RFP Requirements Response Form):

- a) **Describe the quality assurance methodology/program that will be utilized in your project approach, in sufficient detail for County to understand how this methodology/program works and why it is well suited to County's needs.**

Quality measures are built into the tools and templates we utilize in our implementation methodology. It is the main objective of the monitor and control stage of the implementation. This stage runs in parallel to all other stages. This methodology is built on recommendation of the Project Management Institute (PMI). The use of the tools and templates provides the foundation for quality application and measurement.

- b) **Describe how the quality assurance methodology/pro will address each of the key performance criteria of timeline, budget, and scope.**

Milestones are built into every schedule. The schedules are base-lined and critical path items are identified and communicated. Budget reports are provided monthly and include estimates to complete. The scope statements are developed with an approved by the chartered project ownership. Any deviancies are reports through meeting, email, and status reports.

- c) **State the proposed metrics for reporting on quality, which includes monitoring methods to be used as well as the frequency of the monitoring. Also, describe and include samples of forms to be used in monitoring.**

The following tools and templates are used to in all project delivery to ensure quality:

- Project Charter
- Internal Project Kickoff
- External Project Kickoff
- Resource Plan
- Roles and Responsibilities
- Project Team Roster / Contact List
- Master Test Approach
- Training Strategy Plan
- Project Management Plan
- Project Schedule
- Gap Assessment

- Business Requirements Matrix
- Business Outcomes Measurement
- Defect Management Plan
- Environment Strategy Document
- Environment Tracking
- Build Tracker
- Interface/Trading Partner Inventory
- Report Inventory
- Letters Inventory
- Cutover Plan
- Project Task Check-list
- Steering Committee Meeting Presentation
- Client-Facing Status Report
- Project Change Request
- Project Initiation and Delivery
- Process flows for software delivery

d) Provide the title/level and qualifications of personnel performing monitoring functions.

It is the responsibility of the Implementation Manager to own the monitoring and control functions of our project implementations. Our implementation Managers have over 60 years combined experience in Healthcare IT.

e) Include a plan to file all monitoring results, including any corrective action taken.

Any noted risks to project quality will be recorded in the project workbook. This would also include any corrective action needed, lessons learned, avoidance plan and any dependencies to other areas.

f) Describe activities to be monitored to ensure compliance with all Agreement requirements.

All activities will be monitored including:

- Contracting
- Procurement
- Installation
- Training
- Configuration
- Testing
- Go-live
- Support

g) Describe your experience with similar engagements as it relates to the use of such quality assurance methodology/program.

Our past experience has shown us that this QA methodology is an effective one. By running parallel to all other implementation activities, potential issues are identified and corrected before they become problems.

h) Based on your previous experience with similar engagements, what are the typical challenges involved in utilizing the proposed quality assurance methodology/program?

The potential exists for delays in the overall implementation process if the QA process is not correctly aligned with the implementation activities. When resources are not properly aligned, the process loses efficiency

i) What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

By ensuring that all implementation and QA resources are involved in the development of the project plan, and are actively involved in all status update meetings, we ensure continued alignment of the processes.

1.8 System Testing

Proposer's response to this Section shall be provided in Section 2.4.8 (System Testing) of Appendix U (Detailed RFP Requirements Response Form).

a) Describe the system testing methodology you will utilize to ensure appropriate testing of system functionality, data integrity, and system performance (whether performed by Proposer or a third party) across all testing stages, in sufficient detail for County to understand how this methodology works and why it is well suited to County's needs. In addition, address the following separately identified sub-questions.

i. Describe testing stages in sufficient detail.

Every quarterly release goes through multiple stages of quality assurance prior to general release.

1. Initial review of code and cross-modular impact by Programming Teams.
2. Functional, System, Unit, and Regression testing performed by QA Teams across all applications.
3. Business/Use Cases recorded and test cases ran during the final testing cycle of the build.
4. Reviews by Product and Documentation Teams to ensure continuity of processing and thoroughness of supporting documents.
5. Package each release accordingly along with Release Notes which contain pertinent information regarding the release; list of enhancements, list of fixed defects, list of table/screen changes within the application, installation guide, and any other special notes regarding the release. Client beta testing as applicable based on client-specific enhancements and major functional releases.

ii. Sufficiently outline how the system testing methodology provides for adequate verification of accurate system performance (whether performed by Proposer or a third party).

User Acceptance Testing is the responsibility of the client. Testing the process by which the client will approve that all configuration is operating as intended and that all requirements are met. The requirements tracker will be used to ensure the master test approach will include test scripts for all requirements at a minimum.

iii. Describe how the system testing methodology incorporates unit, integration, and system test phases.

The Quality Assurance department is devoted to a systematic process of testing our EZ-CAP Suite of Products. QA works closely with the Product and Development teams to make sure the features being added to the software meet the requirements that are set forth by our Product Specialist. The goal in the QA department is to catch defects before the final product is released to our clients. The tracking and reporting tools our Quality Assurance department utilizes to measure the quality of our software is HP Mercury Quality Center, Test Director and HP UFT for automation. The staff in the Quality Assurance department is fully trained in using these applications to record Functional Requirement Documents, capture test cases, as well as discover and track defects of the software. QA is comprised of individuals who are certified in several areas ranging from Healthcare IT Certification, Mercury Quality Assurance Certification, Certified Technical Training, Software Quality Assurance Certification and ISO 9001:2000 certified company with CMMI Initiative. The main objective of our Quality Assurance department is to maintain the highest level of customer satisfaction through continuous improvements in quality, delivery, and service.

iv. Describe the proposed strategy for implementing and maintaining an adequate test/staging environment.

The solution includes a production, training, test, and development environment. All configuration and/or software changes occur first in the development environment by the technical teams. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment.

v. Outline roles and responsibilities for all work involved in the testing process.

The client will identify a testing lead. The testing lead will develop the Master Test Approach (Test Plan). The plan will outline the overall approach for all testing activities. It will consist of the following at a minimum:

- Testing team roster
- Requirements
- Test Scripts
- Pass/Fail criteria

- Defect Reporting/Management
- Communication methods

vi. Describe a sample test plan that illustrates timing of test activities relative to ongoing implementation activities and/or describe the proposed process to develop and implement a comprehensive test plan.

Testing is included in an overall project plan that is delivered to the client at the beginning of the implementation process. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment. Much of this testing happens concurrently with other implementation activities in order to ensure a short, but effective implementation.

vii. Describe how the system testing methodology incorporates penetration testing, and system and application security testing.

Functional, System, Unit, and Regression testing is performed across all applications.

b) Describe your experience in executing the proposed system testing methodology, In addition, address the following separately identified sub-questions.

i. Describe the use of automated testing, remote testing, or any other approaches that might reduce the complexity of or time required for the implementation.

We do a large amount of testing on our end in order to reduce the amount required by the client. At the beginning of the project, a detailed plan is developed, which includes testing. By incorporating it into the project plan, we can ensure that implementation time due to testing is minimized.

ii. Based on your previous experience with similar engagements, what are the typical challenges encountered during the various testing phases?

The greatest challenge to user acceptance testing is usually in training the users on how to test. We use a number of templates and tools to help simplify this task. Once our team works through the development of a couple of scripts with the client their comfort level increases.

iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

The tools and templates we use during our facilitated workshops are critical to minimizing challenges.

iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

No improvement currently needed.

v. Describe your company’s prior experience in implementing this development model for similarly sized clients.

WE assist all clients in the testing experience. It is critical to project success. We have found that on-site testing kick-off meeting can be very beneficial. The kick-off is designed so that all testers receive the same communication and can ask any questions.

1.9 Go Live Preparation

Proposer’s response to this Section shall be provided in Section 2.4.9 (Go Live Preparation) of Appendix U (Detailed RFP Requirements Response Form).

a) Describe your County-specific approach and methodology for completing the rollout and post implementation support effort, In addition, address the following separately identified sub- questions.

Go-live planning should consider a number of factors and be carefully planned. Go-live support plans should include the following components:

- Communication plan
- Team Roster
- Task Plan
- Status Check-point Meetings
- Escalation Process
- Project Hotline
- Rollback plan (if applicable)

Our project team will be on-site for go-live. We will assist managers and user record any issues encountered and escalate as needed.

i. Describe the tasks to be performed.

At a high-level the following task will be completed:

- Back-up test databases
- Verify production databases are up and ready
- Create/Modify desktop shortcuts
- Move/script data as defined in cut-over plan
- Business Validation
- Approve for user access
- Begin production work in new system

ii. Based on your previous experience with similar engagements, what are the typical challenges involved in completing the rollout and post implementation support effort?

It will be critical that the business is able to validate the system is performing as designed.

iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

Communicating needs at expectations clearly to business owners.

iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

Our current process works very well. We continually solicit feedback from our clients and make modifications as needed.

b) Describe your approach for go-live preparation, including a description of anticipated County involvement.

We will work in conjunction with the county to ensure all necessary steps are documented. We will clearly communicate task ownership to the go-live tasks. As tasks are completed dependency task owners are notified. The county will be expected to validate system and approve release to the users.

1.10 Production Support and Transition

The Proposer must provide its proposed production support and transition approach for the MCCS project in Section 2.4.10 (Production Support and Transition) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

a) Description of transition from development and pilot to production.

Implementation will remain on the project through go-live until such time that no critical issues occur. The client's account manager will also be introduced at this time. Finally, the client is transitioned to Support for any and all needs

b) Description of ongoing maintenance and support capabilities, tools, and processes.

Maintenance and support are included at no extra charge to the client. Support is available via phone, web, and email. Telephone support hours are Monday through Friday, 5am-5pm PST. Clients can log questions/issues into a web portal and track the status and resolution of their tickets.

1.11 Anticipated Risks/Assumptions

Proposer shall identify those areas of the MCCS implementation, including Services, which constitute the highest risks (e.g., system failures, system delays) and discuss the Proposer's approach to management and mitigation of those risks.

County will rely upon representations made in the Proposer's Proposal. Proposer should identify assumptions and dependencies on which it has based its Proposal, including assumptions regarding County personnel, financial, or operational retained responsibilities. Proposer shall clearly specify the impact on price, schedule, or functionality (including service levels) due to any of its assumptions. If no impacts are specified, then Proposer shall be barred from subsequently raising such issues as impacting price, timelines, or quality. Proposer shall provide its response to this Section in Section 2.4.11 (Anticipated Risks/Assumptions) of Appendix U (Detailed RFP Requirements Response Form).

Risks

Resources – Competition of resource time at County between their “day jobs” and the EZ-CAP Implementation project.

Present State Process Documentation – the lack of documentation of current state processes (and the lack of desire to spend time documenting) could lead to some misunderstanding of current processes and how they need to be handled in the new system.

Data Integrity (if applicable) – Without insight into current system, there could be the risk of having to do some data cleanup before completing any data conversion or data inload activities.

Assumptions

County will document and provide all system requirements.

County will provide resources to complete the required Configuration and Testing activities as directed by Allscripts SMEs and Leads.

Allscripts will follow a “train the trainer” approach and County will train all end users.

County will update technical infrastructure as necessary to meet all system requirements.

7. Appendix K – Administrative Requirements

1.0 Administrative Requirements

1.1 General Qualifications

Proposer's response to this Appendix K (Administrative Requirements) must be provided in Section 2.5 (Appendix K (Administrative Requirements)) of Appendix U (Detailed RFP Requirements Response Form), and no appendices or specific references to additional information will be accepted.

Proposer's RFP response to the Administrative Requirements must contain the following components in the order specified below. In addition, all supporting documentation required under this Appendix K (Administrative Requirements) shall be submitted as Attachment K (Administrative Requirement Documents).

1.1.1 Experience and Background

Please provide responses to the following information in Section 2.5.1 (General Qualifications), Section 2.5.1(i) (Experience and Background) of Appendix U (Detailed RFP Requirements Response Form):

1. **Describe in detail the firm's experience in providing the same or substantially similar MCCS (as defined in this RFP) and Services (as defined in Appendix M (Required Agreement)) requested in this RFP. Identify the number of years that Proposer has been providing such MCCS and Services, including Hosting Services.**

The EZ-CAP suite of software dates back to 1987 and was one of the first systems designed to support claims and benefits administration for managed care organizations. Since then, 100s of companies in the US and worldwide have built businesses around the EZ-CAP suite of products. EZ-CAP supports IPAs, MSOs, TPAs, Hospital Systems, and Government Entities with membership counts that range from 100 to over 600,000.

2. **Explain why Proposer is uniquely positioned, as compared to the competitors, to provide the MCCS and Services to County. Identify what you believe are the top five (5) differentiators in your firm's project approach, as compared to your competitors.**

1. EZ-CAP has nearly 3 decades of experience in the managed care industry.
2. Almost 80% of our clients are in California, giving us incredible insight and experience into the unique environment on managed care in the state.
3. The solution is incredibly scalable and is able to grow along with our clients.
4. We have a local office in Valencia, CA and can routinely provide onsite service and support.
5. The EZ-Suite of solutions is exceptionally configurable and can be setup to the specifications that completely meet the County's needs.

3. Provide the following detailed statistics on your business:

- (a) Total number of customers (and indicate the trend over the previous 3 years); percentage of customers across various software modules/products;

The Allscripts Client Base



Citra has approximately 110 clients. This has grown by roughly 10% over the last 3 years

- (b) Types of lines of business supported by your proposed MCCA (e.g., Medi-Cal, Medicare, etc.);

The EZ-CAP system supports a variety of lines of business including Medi-Cal/Medicaid, Medicare, Commercial, and Self-funded.

- (c) Average membership size of customers using the proposed MCCA;

EZ-CAP supports clients with as few as 100 members and as many as 600,000 members.

- (d) Names and number of California customers currently using the proposed MCCA, and the number of Medi-Cal customers using the proposed MCCA;

Although we do not release the names of our individual clients without their permission, the number of CA users of EZ-CAP is 49, with 25 using the system for Medi-Cal.

- (e) Number of proposed MCCA installations currently in progress and number of planned installations through December 2016.

We are currently performing 3 implementations of the EZ-CAP system, with an estimated additional 10-15 through December 2016

- 4. Describe your firm’s long term vision, including a five (5) year development plan for the proposed MCCS. Also describe your firm’s web development plans, including a description of the proposed MCCS’ current web-based capabilities and a vision of how the web will be integrated into the proposed MCCS, if not currently integrated.**

We plan to enhance the EZ-CAP software in order to continue to be able to serve the needs of our clients. These enhancements include compliance with rapidly changing state and federal regulations as well as new capabilities to give our clients the ability to continue to prosper in the changing healthcare environment. EZ-CAP is a .net based platform and will continue to be so in the future.

- 5. Explain your firm’s strategy for accepting and integrating current and future federal and State-level requirements, including HIPAA requirements (e.g., identifiers), into the proposed MCCS. Describe how your firm would approach, react to, and upgrade the proposed MCCS to integrate these requirements to ensure regulatory compliance.**

Our compliance department is charged with keeping up-to-date with all current and upcoming federal and state regulations and requirements, especially HIPAA. Enhancements to our software needed for compliance with these requirements take the highest priority in our development plan and we ensure that all of our software is in line with current regulations.

- 6. List the major enhancements that have been released since November 2011 for your proposed MCCS. Indicate how often major releases and maintenance/patch releases are made available and how your firm prioritizes the functionalities that are included within each cycle.**

New releases occur twice each year and patch release occur quarterly. Regulatory changes/compliance are given the highest priority, followed enhancements that will benefit the largest number of clients and finally we work to ensure that any client-specific enhancement requests are considered and developed.

- A number of regulatory enhancements have been made since November 2011, including full ICD-10 compliance
- EZ-CAP is now a .net based application and is offered as both a hosted and client site application
- Many enhancements have been made to all modules in the EZ-CAP system that provide increased functionality, efficiency, scalability, and configurability

1.1.2 Performance History

Please provide responses to the following information in Section 2.5.1 (General Qualifications), Section 2.5.1(ii) (Performance History) of Appendix U (Detailed RFP Requirements Response Form):

- 1. Prospective Contractor References. Proposer shall complete and submit the form listed in Appendix O (County Required Forms), Exhibit O-2 (Prospective Contractor References). It is the Proposer’s sole responsibility to ensure that the reference firm’s name, and point of contact’s name, title, phone number and fax number/e-mail address for each reference is accurate. Proposer will ensure that County is able to have appropriate access to any customer listed. County is not responsible if unable to reach the point of contact with reasonable effort.**

County prefers references of public healthcare customers with similar characteristics (e.g., geography and scale), as well as implementations with comparable MCCA elements to those identified in this RFP, and customers similar to Managed Care Services Division of the Los Angeles County Department of Health Services (DHS) using either the current, or one prior version of the MCCA.

Proposer shall provide a list of five (5) of its customers to which it is providing or has provided MCCA and Services, including at least three (3) customers implemented within the last three (3) years. Proposer will include a brief description of the services provided for each customer. Proposer will include a customer contact name, title, address, and phone number for each of the provided references.

County may disqualify a Proposer if:

- references fail to substantiate that Proposer, as an entity, provided the services; or
- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- DHS is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the references' point of contact of County's normal working hours – Monday through Friday, 8 a.m. – 5 p.m. local time.

Allscripts acknowledges all of the above.

2. Legal Disclosures. Proposer shall disclose the following:

(a) Debarment

- (i) Disclose if Proposer or any of its parents or subsidiaries have ever been debarred from bidding on any public (e.g., federal, State, County, city) or private entity contracts anywhere within the United States of America. Provide a listing of debarments and a detailed description of each circumstance, if any.
- (ii) Disclose if Proposer or any of its parents or subsidiaries have been notified of a pending debarment from bidding on any public (e.g., federal, State, County, city) contracts. If yes, provide a detailed description of each circumstance.

Allscripts acknowledges all of the above.

(b) Suspension

- (i) Disclose if Proposer or any of its parents or subsidiaries have ever been suspended from participation in bidding on any public (e.g., federal, State, County, city) contracts. If yes, provide a detailed description of each circumstance.
- (ii) Disclose if Proposer or any of its parents or subsidiaries have been notified of a pending suspension from participating in bidding on any public (e.g., federal, State, County, city) contracts. If yes, provide a detailed description of each circumstance.

Allscripts acknowledges all of the above.

(c) Prequalification

Disclose if Proposer or any of its parents or subsidiaries have been pre qualified for participation in bidding on any public (e.g., federal, State, County, city) contracts. If yes, provide a detailed description of each circumstance.

Allscripts acknowledges all of the above.

(d) Litigation, Arbitration, or Regulatory Investigations or Actions, Consent Orders, or Restrictions

- (i) List all current, pending, or former (in the past five (5) years) litigation, arbitration, or regulatory investigations or actions, consent orders, or restrictions involving your company, any of your affiliated entities (including any parent, subsidiary, or company acquired by merger or acquisition), any predecessor company, or their officers, directors, or principals that may impact or relate in any way to the MCCS or Services contemplated in this RFP.**
- (ii) List all current, pending, or former (in the past five (5) years) litigation, arbitration, or regulatory investigations or actions, consent orders, or restrictions involving your company and filed by a customer claiming that the subject services and/or product failed to properly perform or that your company failed to provide promised services. Provide a detailed description of each circumstance and identify a customer contact for each customer that filed such a claim.**
- (iii) Identify by name, case, and court jurisdiction any pending or threatened litigation in which Proposer, any of its affiliated entities (including any parent, subsidiary, or company acquired by merger or acquisition), any predecessor company, or their officers, directors, or principals, is a party named and any judgments against Proposer in the past five (5) years. Provide a statement describing the size, scope, and subject of any pending or threatened litigation against Proposer, any of its affiliated entities (including any parent, subsidiary, or company acquired by merger or acquisition), any predecessor company, or their officers, directors, or principals.**
- (iv) Identify any Proposer’s senior management who have been indicted or convicted of any felony or other criminal conduct. Provide a detailed description of each circumstance.**
- (v) Identify any pending or threatened litigation or regulatory enforcement action that your company has deemed to present a “material” (as that term is used in the context of audits) risk to the company. Provide a detailed description of each circumstance.**

Allscripts acknowledges all of the above.

(e) Third Party Ownership Interests

Identify all third party software and hardware (including the owner, licensor, and/or seller thereof) that is bundled into or is a component of the proposed MCCS and Services. Proposer shall certify it has obtained all necessary licenses, ownership rights, or other rights to such software and hardware including the right to license to County and for County to use for the duration specified in the resultant Agreement.

Acknowledged.

(f) Failure or Refusal to Complete a Contract

Provide details of any failure or refusal to complete a contract.

Acknowledged.

1.1.3 Financial Capability

Provide copies of the company's most current and prior two (2) years (e.g., 2012, 2013, etc.) financial statements as part of Attachment K (Administrative Requirements Documents). Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

Acknowledged.

1.1.4 Insurance Requirements

Proposer shall include a statement that it will comply with and meet all insurance requirements listed in Section 25 (Insurance) of Appendix M (Required Agreement) in Section 2.5.1(iv) (Insurance Requirements) of Appendix U (Detailed RFP Requirements Response Form). Proposer shall also include a copy of its current certificates of insurance as part of Attachment K (Administrative Requirement Documents).

Acknowledged.

1.1.5 Willingness to Provide Other Information

Proposer shall provide a statement as to its willingness to provide County with any other information County determines is necessary for an accurate determination of the prospective Proposer's qualifications to provide the MCCS and Services in Section 2.5.1 (General Qualifications), Section 2.5.1(v) (Willingness to Provide Other Information) of Appendix U (Detailed RFP Requirements Response Form):

Acknowledged.

1.2 Proposer Use of Subcontractors

Proposers who are intending to use subcontractors shall provide County with the following information in Section 2.5.2 (Proposer Use of Subcontractors) of Appendix U (Detailed RFP Requirements Response Form):

- 1. Detail which subcontractor(s) will be used.**

Acknowledged.

- 2. Describe how you plan to engage, orient, and manage subcontractors.**

Acknowledged.

3. **Indicate if the subcontractor has been used before by Proposer for similar implementations.**
Acknowledged.
4. **Describe the qualifications of the subcontractor.**
Acknowledged.
5. **Indicate what percent of the total work to be performed will be sub-contracted to other firms.**
Acknowledged.
6. **Indicate if this is a normal practice in Proposer's business model.**
Acknowledged.
7. **Provide any other policies and procedures related to subcontractor engagement, work standards, monitoring, oversight, and termination.**
Acknowledged.

1.3 Performance of Services Outside the United States

If Proposer intends to use resources outside the United States, including Proposer affiliates and subcontractors, then this section of the response to these Administrative Requirements shall include specifically numbered responses to each of the questions, including all subparts, set forth below. Provide Proposer's response to this Section in Section 2.5.3 (Performance of Services Outside the United States) of Appendix U (Detailed RFP Requirements Response Form).

1. **Identify the name, telephone number, and primary business address for each resource/entity outside the United States. Include any d.b.a.'s (doing business as) for the entity.**

InteQ Software Pvt. Ltd
+91-40-23552931
1365 Road No. 45
Jubilee Hills, Hyderabad 500033 India
2. **Provide a narrative describing the background, history, services, and corporate organization of the resource/entity outside the United States.**

InteQ has been providing supplemental development and installation services for the EZ-CAP suite of solutions for approximately 10 years. InteQ is a privately held company.
3. **Identify whether the resource/entity outside the United States has a physical presence in the United States (e.g., business offices, affiliates, etc.).**

InteQ does not have a physical presence in the United States.

4. Provide a description of the management processes used for managing and coordinating resources outside the United States.

InteQ provides a staff dedicated to the support of the EZ-CAP suite of solutions. InteQ resources are managed and projects are coordinated through the IT department of Allscripts Solutions. US based resources are involved in scoping and project managing all project assigned to InteQ resources and regular update calls are held in order to ensure that all timelines and deliverables are met.

5. If the resource/entity outside the United States will be providing Services to Proposer as part of proposed MCCS to this RFP, include a copy of that resource's/entity's disaster recovery plan, including revision history.

InteQ will not be providing services directly to LA County. They will support the installation and configuration of the EZ-CAP software at the hosting site.

1.4 Proposer Outside the United States and Off-Site Security Practices and Recommendations

As to any Services provided outside the United States or off-site (i.e., not on location at County), Proposer must provide specifically numbered responses to each of the security questions, including all subparts, set forth below in Section 2.5.4 (Proposer Outside the United States and Off-Site Security Practices and Recommendations) of Appendix U (Detailed RFP Requirements Response Form).

1. Describe the security controls used to protect confidentiality, availability, and integrity of the County's technology environment and information, including:

(a) Describe the physical security controls used to protect the County work environment. Provide details regarding how this strategy addresses isolating County work, protecting the staff, and preventing unauthorized access to the County work environment.

Please see the documents "Appendix K_Question1.4.1 Attachment_Information Access Control and Validation Procedures" and "Appendix K_Question1.4.1 Attachment_Policy on Security Incident Procedures" for a detailed description of the security controls in place to protect the county work environment. Both immediately follow this section.

(b) Describe the logical security controls for network transport, network access control, user access control, workstations, servers, backup solutions, and remote access.

Please see the documents "Appendix K_Question1.4.1 Attachment_Information Access Control and Validation Procedures" and "Appendix K_Question1.4.1 Attachment_Policy on Security Incident Procedures" for a detailed description of the security controls in place in the hosted environment. Both immediately follow this section.

2. Describe the security tools and controls built into the MCCS. In addition, address the following separately identified sub-questions:

There will be two levels of security for login to the system. The first is to the Windows RemoteApp Server, the second is to the EZ-CAP Application itself. We are providing data

encryption at rest via the NetApp Encryption System (NES). NES is the most advanced encryption on the market and deployed at the storage layer via 256bit AES encryption.

(a) Based on your previous experience with similar engagements, describe any best practices you have implemented to improve these security tools and controls.

For operating systems, we patch monthly following Microsoft's release of security patches.

(b) What are the typical security challenges encountered by customers of similar size and/or with similar security requirements as County?

Clients the size of LA County typically have issues with security when the software is hosted on their site. The option being presented here is a hosted solution so no issues should exist with regards to security for the county.

(c) What are mitigation strategies or steps to address the typical security challenges identified above that you have used effectively?

The EZ-CAP Cloud has deployed an advanced Intrusion Prevention System (IPS) which provides 24x7 threat detection monitored by experts in our Security Operations Center (SOC). Driven by global threat data and research, our IPS detects suspicious activity and scans the entire network to identify vulnerabilities before an intrusion occurs.

(d) Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

The process is extremely effective.

4. Appendix H – Functional Requirements

1.0 MCCS Functional Requirements

This document contains the functional requirements for the MCCS. DHS is looking to evaluate specific information from Proposers in the marketplace to select a product that best fits its business and technical needs and requirements.

Proposers shall provide written responses to all questions in this document in Section 2.1 (Appendix H (Functional Requirements)) of Appendix U (Detailed RFP Requirements Proposal Response Form).

1.1 Best Practices

Based on previous experience with similar engagements, the Proposer must describe how it has leveraged best practices for MCCS implementations in Section 2.1.1 (Best Practices) of Appendix U (Detailed RFP Requirements Response Form). The Proposer should ensure that its response to each functional component is consistent with the related MCCS functional requirements in Appendix H-1 (Functional Requirements Attachment) of this document.

The Proposer must provide an overall summary description of how its proposed MCCS meets the needs of DHS for Managed Care Services. In doing so, the following information must be provided:

	Requirement
1.	<p>In reference to the MCCS elements in this RFP, describe how you have leveraged the best business practices built into the MCCS for other similarly situated clients.</p> <p>a. What are the typical challenges to implementing these business practices?</p> <ol style="list-style-type: none"> 1. Lack of current state process methodology is not unique – many organizations of all sizes lack documentation of their current processes, or any documentation has not been regularly maintained and is now out of date. 2. Process redesign is an ongoing effort and the challenge is that the process redesign is never fully complete and the documentation will require updates as improvements are identified. 3. Functional configuration is challenging for system admins when they are not familiar with the EZ-Suite. It’s difficult to make configuration decisions when you are not fully versed in system functionality and capabilities. 4. Project management tools can present a challenge with a Client may not have access to the same versions of software or access to SharePoint sites where documentation is stored. 5. Challenges with scaling the project management methodology include the additional communication and coordination required to manage a large team and many stakeholders.

	<p>b. What are proven, effective mitigation strategies or steps to address the typical challenges faced by similarly situated clients?</p> <ol style="list-style-type: none">1. A high level discussion or shadowing of the current processes should provide the Implementation Team sufficient knowledge and understanding for the current business processes.2. Identifying a clear owner for future state process documentation should help mitigate the documentation being out of date. The owner would be responsible for updates to the documentation as Implementation is underway and through Go Live. The County may also want to identify an owner for any updates or changes made to the processes post-Go Live so that the documents remain up to date.3. Training will be provided to super users of the system before configuration activities will begin. Once the team is working on functional design and configuration, the Implementation Team will support them by answering questions, providing refreshers on topics from the Trainings, etc.4. Any differences in software can be overcome by saving files to the correct file format or exporting them to PDF. The Project Managers for both teams can work together to overcome any challenges related to software and documentation.5. The challenges of larger teams need to be acknowledged and addressed during the Initiation phase of the project – for example, ensuring all key stakeholders are identified and included on the appropriate communications. <p>c. Can the process you have used in the past to address the typical challenges be improved, and if so, how would you improve the process?</p> <ol style="list-style-type: none">1. The process of gathering current state process flows improves with every implementation as the person responsible for gathering the information learns from every Client he/she works with. No two health plans operate the same, so there's the opportunity to improve exists the more one learns about various business operations and needs.2. Similar to the process improvement that would be following for gathering high level current state processes, the same could apply to future state processes. The documentation and templates can be updated and improved with every implementation as various Clients may bring up ideas and suggestions that may apply to other Clients.3. Training delivery and materials are also in a constant cycle of improvement. Content is refined, "how to" documents are developed and updated, and new trainings are being developed.4. Software challenges with regards to project management tools can usually be overcome via saving files in the appropriate version or exporting documents to PDF. Also, Project Managers for both sides working together can resolve any challenges with sharing documents between teams if joint SharePoint access isn't available.5. Communications and coordination also can be improved upon throughout the life of a project. A Communications Plan, Status Reports, Executive Steering Committee meetings are all tools for disseminating information to large audiences. If messaging isn't reaching all key stakeholders, the project leadership can work together to fill in the gaps and develop tools and processes for closing those gaps.
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<p>2.</p>	<p>In reference to the MCCS elements in scope of this RFP, describe any additional best business practices not built into the MCCS that you have successfully implemented at other engagements.</p> <p>a. What are the typical challenges to implementing these new business practices?</p> <p>Change management methodologies are currently utilized by the implementation team, but are not inherently built into the EZ-CAP software. This methodology has been used successfully with other Clients – PCRs are used when additional scope is identified, to add Training classes, etc. With clear documentation and sign off required, the goal is transparency. Challenges with change management usually stem from unclear language in the original contract document or as a result of undocumented conversations during the sales and contracting process.</p> <p>b. What are proven, effective mitigation strategies or steps to address the typical challenges faced by similarly situated clients?</p> <p>We ask that Sales prepare and complete a Sales to Implementation transition call before the project officially kicks off so that any questions can be answered regarding the contract. If there are points in the contract that are unclear, the Implementation Team will work with the Sales Teams to clarify the language and determine whether or not a PCR is necessary.</p> <p>c. Can the process you have used in the past to address the typical challenges be improved, and if so, how would you improve the process?</p> <p>Reducing the number of PCRs required is a process that is mitigated during discovery and contracting. The contracts are constantly refined to be more specific with regards to what is in scope and what is out of scope. If everyone has a clear understanding early on in the project, it should reduce the number of PCRs required.</p>
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1.2 General Requirements

The Proposer must provide an overall summary description of how its proposed MCCS meets the needs of DHS in Section 2.1.2 (General Requirements) of Appendix U (Detailed RFP Requirements Response Form). The Proposer should ensure that its response to each functional component is consistent with the related MCCS functional requirements in Appendix H-1 (Functional Requirements Attachment). The following information must be provided:

	Requirement
<p>1.</p>	<p>Describe the overall enterprise integration methodology of the proposed MCCS. Specifically, please address the following questions:</p> <p>a. How are the modules integrated?</p> <p>EZ-CAP provides a benefit management platform, capable of streamlining all information and processes into one comprehensive and effective system. By optimizing productivity and managing daily operations, EZ-CAP delivers extensive value as the industry’s leading platform. EZ-CAP allows your organization to focus less on technology and more on what matters, your members.</p> <p>EZ-CAP is a widely used, HIPAA compliant managed care solution for Independent Physician Associations (IPAs), Managed Service Organizations (MSOs), Physician-</p>

	<p>Hospital Organizations (PHOs), Health Plans, and other managed care businesses. With a powerful SQL database backend and browser-based user interface, EZ-CAP software system is designed to help you manage the requirements of capitated programs. EZ-CAP collects and stores provider profiles, health plan benefit data, membership profiles, primary care encounters, specialist treatment authorizations, physician billings, hospital billings, risk sharing arrangements, procedure codes and diagnosis codes. You can even process billings for your PPO programs. EZ-CAP also calculates member months by health plan benefit option, primary care physician, member condition, member age and sex. The application then uses the statistics to calculate capitation payments and per member per month expenses. With EZ-CAP, you do not need any other management information system for your HMO programs. EZCAP allows you to take control of the complex processes involved with benefit plans, provider contracts, and member populations.</p> <p>EZ-CAP’s robust platform provides you with value and savings while ensuring your operations achieve optimal levels. For over 26 years, EZ-CAP has evolved with the changes in healthcare to become the most flexible, modular, and sophisticated platform available.</p>
	<p>b. What are the mechanisms to ensure the system is compliant with HIPAA and other federal and State regulations in a multi-site, multi-disciplinary environment?</p> <p>The EZ-CAP software is fully HIPAA compliant and meets all pertinent state and federal government regulations and requirements. The application has role and user based security levels which can be configured down to the field level.</p>
<p>2.</p>	<p>Describe the system’s security and access control.</p> <p>The Users & Security module allows you to set up and modify EZ-CAP user name & IDs, passwords and access rules. Besides the security provided by the network operating system, EZ-CAP maintains its own controls over who has access to each module when you assign EZ-CAP user names and passwords. For each user name assigned, you can configure the following:</p> <ul style="list-style-type: none"> ▪ Grant or revoke access to each module used in EZ-CAP ▪ Establish user ID account activity, password expiration and reset disabled user ID account settings ▪ Apply Field Level Security ▪ Allow Adjudication Dollar Limits for Claims and Authorizations <p>For example, you can allow a user to add and change claims and to view, but not change, eligibility records; you can revoke a user's view access to capitation rate or fee schedule information.</p> <p>EZ-CAP allows you to add up to 9999 users; however the number of users that can run EZ-CAP modules at the same time is limited to the terms of your license agreement. You can see the number of licensed users by selecting “View Licensed Modules” from the “Help” menu in any EZ-CAP program.</p>

<p>3.</p>	<p>Describe the systems tracking and audit capabilities.</p> <p>EZ-CAP also allows for tracking activity in the system. You can configure settings to determine what activity will trigger an audit trail, and all of this information can be reported on. A large number of metrics can be captured including user identity, date, time, transaction information, and patient-level detail information.</p>
<p>4.</p>	<p>Describe the system capability to comply with HIPAA privacy and security requirements.</p> <p>The EZ-CAP software is fully HIPAA compliant and meets all pertinent state and federal government regulations and requirements. The application has role and user based security levels which can be configured down to the field level.</p>

1.3 MCCS Module Requirements

The Proposer must provide an overall summary description of how the modules of its proposed MCCS meets the needs of DHS related to Managed Care in Section 2.1.3 (MCCS Module Requirements) of Appendix U (Detailed RFP Requirements Response Form). The Proposer should ensure that its response to each functional component is consistent with the related MCCS functional requirements in Appendix H-1 (Functional Requirements Attachment) of this document. The following information must be provided:

	Requirement
<p>1.</p>	<p>For all of the following modules, describe how the proposed MCCS provides the following Managed Care functionality:</p> <p>a. Claims (i.e., Encounters, Claims, and Adjudication, Coordination of Benefits)</p> <p><u>Claims and Encounters</u></p> <p>The Claims & Encounters module is used to process professional and hospital claims. Claims are automatically adjudicated using information from the Eligibility, Healthplans, Provider Contracts and Authorization modules. The auto-adjudicated values may be manually overridden as necessary and/or manual adjustments may be made. Claims may be entered manually using the Claims module or electronically inloaded using the EZ-EDI Claims module.</p> <p>b. Correspondence Processing (e.g., Provider and Member Communications, Notice of Action Letters, Remittance Advice, Explanation of Benefits (EOBs), Explanation of Payments (EOPs))</p> <p><u>Document Management</u></p> <p>The Document Management module allows the user to manage documents and images that are stored for company use. A user can create folders, move, E-Mail, and Print files, as well as view the file history for each document or image. There are two parts to this module, Folder Management and File Management.</p> <p>c. Member Services (i.e., Verification of Eligibility and Benefits)</p> <p>Users can quickly access and verify member eligibility using the Eligibility module. Information such as health plan, provider, address, coinsurance, benefit type and status, and many others are all stored in this module.</p>

	<p>d. Provider Administration (i.e., Capitation, Contracting, and Contract Reporting, Benefits Management and Shared Risk Modeling)</p> <p><u>Capitation</u></p> <p>The Capitation module is extremely powerful and provides a great deal of flexibility in letting you decide how to pay capitation by allowing a number of choices of methods and rates.</p> <p>e. Reporting (i.e., Dashboards, Standard and Ad-Hoc Reports)</p> <p>The EZ-CAP system contains over 100 standard reports and users have the ability to run ad-hoc reports on any field(s) that exist in the application using Crystal Reports</p> <p>f. Referral Authorization</p> <p><u>Authorizations</u></p> <p>The Authorization file contains records for each request and authorization for services. To access this file, select Authorizations located just below the Authorizations module in the Main Menu.</p> <p>Authorization records are displayed in a window divided into four tabs. Each tab contains fields for entering authorization, member, provider, diagnosis information, and user defined fields. The next few sections illustrates each tab and provides instructions for editing this information</p> <p>g. Call Tracking</p> <p><u>Customer Service</u></p> <p>The Customer Service module is designed to help manage contacts between the managed care organization and its customers. These customers may be members or potential members, providers and provider office staff, healthplan staff or other customers. The Customer Service module can be used to keep track of each contact, providing a place to categorize the reason for the contact, and to record the details of the contact and its resolution.</p> <p>h. Premium Billing</p> <p>Premium billing currently exists in the product roadmap</p> <p>i. Correspondence Communications for Utilization Management and Referrals</p> <p>UM and referrals can be tracked using the EZ-CAP software. With the EZ-CARE system, case managers can actively manage UM and referrals through actionable workflow and communication tools</p> <p>j. Member Portal</p> <p>EZ-CAP currently does not have a member portal</p> <p>k. Provider Portal</p> <p><u>EZ-NET Provider Portal</u></p> <p>The EZ-NET internet portal facilitates timely, cost-effective sharing of clinical and administrative information between a healthcare organization, network providers, and health plans. By communication and performing administrative tasks via EZ-NET, informational flow is expedited, and data accuracy is enhanced. Important information is made accessible via the internet without compromising security.</p>
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I. Medical Management (i.e., Utilization Management, Case Management, Disease Management)

Case Management

The Case Management module can be used to track long term, chronic, or high cost medical cases. The information entered here can be used to generate detailed reports for measuring utilization and quality of care, and for making cost effective decisions regarding treatments and services. Below is information on other EZ-CAP Modules

Configuration

The Configurations Module contains five (5) separate “sub-modules” that are used to configure EZ-CAP. The Global Configuration section allows the user to set configurations that will be applied “globally” to all virtual environments and to the general program. Virtual Environment Configuration allows the user set up and configure EZ-CAP single or multiple “companies” and databases to run within their own virtual environment(s). Virtual Environment Status enables the user to activate or de-activate a Virtual Environment. The Company Configuration screens allow the user to specify options at the company level. Last, but not least, the Track Login Attempts allows the user to keep track of users’ successful and unsuccessful login attempts into the EZ-CAP system.

Financial Information

The Financial Information module allows your Finance Department to keep their journals updated. An Account Number is associated with each provider and also used in Disbursements. It can also be used to drive Auto Adjudication, Payment Processing and Workflow. These must be set up before Provider records can be defined. Enter all of the account numbers that can be assigned to any transactions in this file. Account Numbers can be used to sort all transactions by general ledger account number, produce a report summarized by account numbers, or post entries to your general ledger using the report.

General Codes and Types

This module is designed and intended for the EZ-CAP system administrator.

Only users who have “Codes and Types Administrator” checked on their user ID record can add/edit or delete codes. Users that do not have this box checked are not going to be able to add/ edit delete records at all. The Codes and Types listed in this module are applicable to multiple modules, such as, Language Codes which are applicable to both Member and Provider. By having a single location for these codes, the values associated with Language Codes only need to be loaded one time. All Codes and Types include an Effective and Termination Date. This enables the user to indicate when the code became effective and when the code is terminated

Health Plans

The Healthplans module is used to maintain information about contracted healthplans and the benefit plans they offer. If you are setting up your EZ-CAP files, you should set up healthplans after you have entered all Providers and Vendors into the system and set up Fee Schedules.

Payment

The Processing Claims & Checks module contains two main components, one for claims payment and one for disbursements. This module enables you to monitor claims payment and disbursement checks, and provides operations for processing and generating these checks.

Providers

You must create provider records as part of the initial EZ-CAP set up. This can be done using EZ-CAP's Providers module.

Services

After you have set up Provider files and Vendor files, you must determine how you will pay providers. This can be done using EZ-CAP's Services module.

Utilities

The Utilities Module allows the user to convert Provider, Member, and Vendor IDs. In addition, a user will be able to perform Vendor ID Conversion, combine Member IDs, perform Global Eligibility Transactions, and change a member or provider's MPI number. To access these go to the Utilities module within the Main Menu and then select the appropriate utility for the function you wish to perform. This will open the selected screen and a toolbar at the top of the screen.

Workflow

The Workflow module is used when an EZ-CAP Authorization, Professional Claim, or Hospital Claim record(s) need to be assigned to a work queue for further review by an individual EZ-CAP user. This module includes robust features that will enable users to replicate their current manual and report processes, all within the EZ-CAP application.

Workflows are set up, configured, organized, and assignments are tracked in EZCAP through the module. It is crucial that all this be done in a specific order to ensure a successful workflow.

EZ-EDI

National HIPAA data standards for electronic transactions have increased the number of variations within healthcare data formats, creating administrative burdens as organizations are forced to convert and adapt to new data standards. In this complex environment, EZ-EDI is designed to reduce the time and efforts it takes to implement and maintain a HIPAA compliant EDI solution.

5. Appendix I – Technical Requirements

1.1 Technical Requirements

This section defines Proposer information required regarding the technical specifications and capabilities of the proposed Managed Care Core System (MCCS). County requires Proposers to adhere to County-identified standards unless otherwise agreed to by County. The Proposer should ensure that its response to each technical component is consistent with the related MCCS technical requirements in Appendix I-1 (Technical Requirements Attachment).

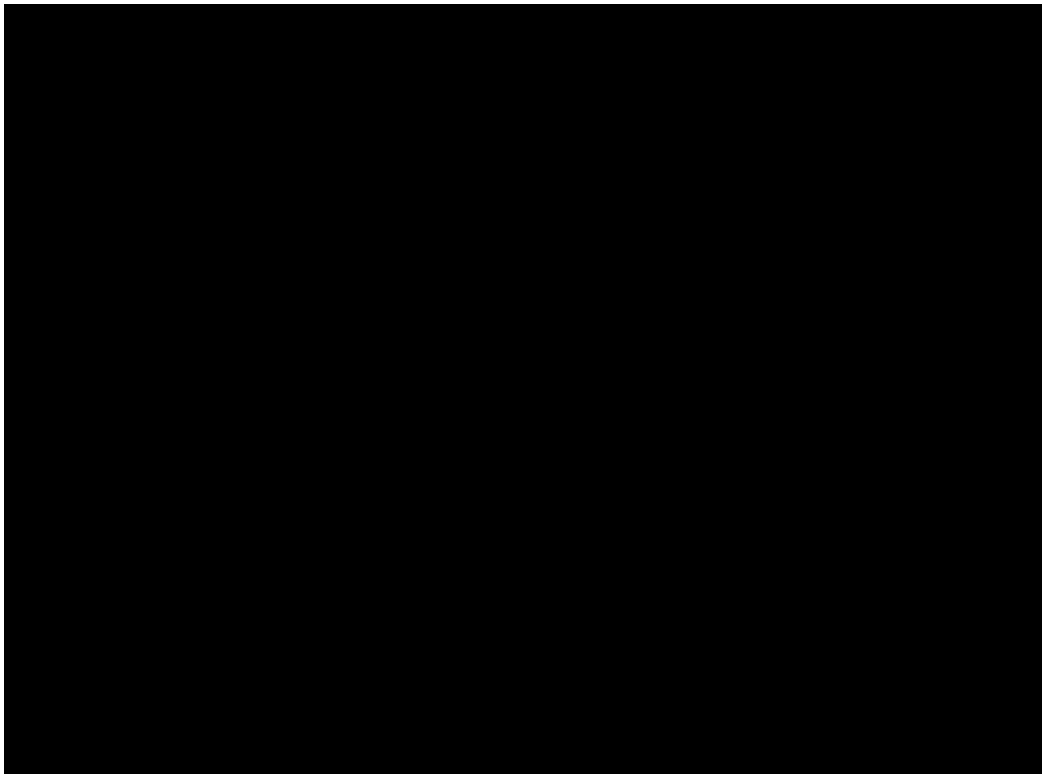
1.2 Database Architecture

The Proposer must present the architecture for the proposed MCCS. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included as Attachment I (Architecture) to provide DHS a visual, as well as, narrative, representation of the future operating environment. The following information must be provided in Section 2.3.1 (Database Architecture) of Appendix U (Detailed RFP Requirements Response Form):

- a) Describe the infrastructure configuration that is required for the proposed MCCS (e.g., server needs, processing capacity, storage capacity, workstation minimum configuration required, thin client/fat client, type of mobile and handheld devices the solution supports, bandwidth requirements).

The EZ-CAP solution is cloud based and will be hosted offsite. We have the ability to scale as necessary.

- b) Describe the database platform requirements, and hardware and operating system platform that will be included in the MCCS (e.g. Oracle, Cache, SQL).



c) What is the recommended storage management hierarchy?

The solution includes a production, training, test, and development environment. All configuration and/or software changes occur first in the development environment by the technical teams. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment.

d) Describe the scalability of the solution:**i. How will the system maintain performance levels with the addition of additional users, concurrent users, additional locations/sites, and additional data?**

As users are added to the system, additional Remote Desktop Services servers will be added as necessary to maintain performance. Performance of application sessions are closely monitored. In addition, SQL performance is closely monitored as per Microsoft best practices.

ii. What would be the impact on performance if there were an increase to the environment by 10% through growth or acquisition? By 20%?**a. Increase in number of administrative staff accessing the system?**

As users are added to the system, additional Remote Desktop Services servers will be added as necessary to maintain performance. Performance of application sessions are closely monitored. In addition, SQL performance is closely monitored as per Microsoft best practices.

b. Increase in the number of sites?

Since the solution is Cloud Based, the number of sites will not impact performance. However, the number of users will drive additional storage and compute resources.

iii. What are – if any – the thresholds for increased capacity related to hardware and licensing?

We will add terminal servers as necessary to increase performance. Hosting fees are partially based on number of concurrent users so as that number increases, as will the license fee.

iv. How would the Proposer modify the infrastructure in the event that environment was downsized?

Resources such as remote desktop servers would be turned off if no longer needed.

e) Describe the system operations and performance:**i. Describe the network infrastructure that will be utilized in the MCCS. Describe how the Proposer shall identify the respective network components required during development, implementation, and follow-on maintenance and operations of the project.**

The solution is Cloud Based so only a VPN Tunnel or internet access plus a multifactor authentication solution is required.

ii. How does the MCCS support “high availability” and resiliency?

At the database layer, an active/passive Microsoft 2012 R2 SQL Cluster is provided. For the application delivery layer, the application is delivered via a Microsoft Remote Desktop Services cluster. All other components are made highly available by leveraging the VMWare virtualization stack.

iii. What are the components utilized to ensure “high availability” (e.g., planned maintenance, tracking of response time, audit features, redundancy, and fail over)?

The EZ-CAP Cloud leverages the VMWare virtualization stack to provide high availability. All components, down to the network layer, are redundant and have no physical single points of failure within the infrastructure design. As for planned maintenance, operating systems are patched on a monthly basis during the maintenance window.

iv. What is your planned or typical maintenance schedule including any regularly required planned down time?

Our reserved maintenance window is 10PM – 2AM daily. Given the solution deploys Microsoft SQL and Remote Desktop Services clustering, it is expected that planned downtime every month for maintenance will be minimal. As software patches and upgrades are applied, downtime may be required. All planned downtime activities will be scheduled with and approved by Client.

v. How does the MCCS allow the tracking of system uptime and transaction response times to demonstrate the operation within the acceptable levels of service?

We track uptime of the infrastructure but are not yet prepared to track transaction response time.

vi. What performance audit features does the system provide (e.g. scheduled reporting and online dashboard)?

We audit uptime of the infrastructure but are not yet prepared to audit performance features.

vii. How does MCCS support real-time data and processing redundancy and fail-over on independent devices simultaneously?

In terms of data, a Microsoft SQL Cluster is deployed which is attached to an Enterprise SAN which is also clustered. Should a failover occur at any part of the infrastructure, the failovers can occur independently of each other or concurrently as per the design. The design has been tested as-built in the environment.

viii. How does the MCCS allow for the rollback of any system or database in 15 minute increments up to 24 hours any day, any month, any year within 30 years?

This functionality will increase management costs.

ix. How does the MCCS support multiple environments? (i.e., development, testing, training, etc.)

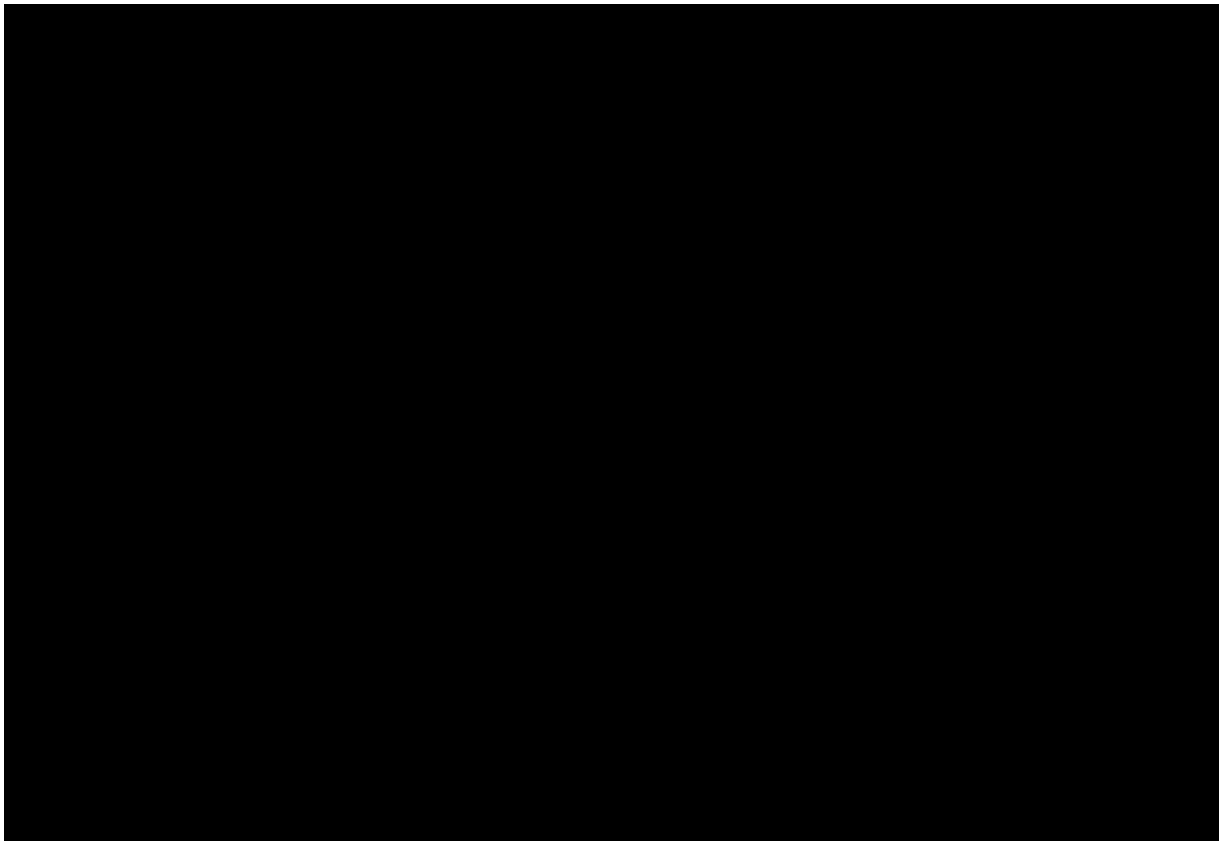
The solution includes a production, training, test, and development environment. All configuration and/or software changes occur first in the development environment by the technical teams. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they

are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment.

1.3 Application Architecture

The Proposer must present the architecture for the proposed MCCA. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included as Attachment I (Architecture) to provide DHS a visual, as well as narrative, representation of the future operating environment. The following information must be provided in Section 2.3.2 (Application Architecture) of Appendix U (Detailed RFP Requirements Response Form):

- a) **Describe the application architecture (e.g., operating system, hardware platform, database configuration, workflow process) that will be utilized in the MCCA.**



- b) **Describe the software components that are included in the MCCA requirements, including software development tools, language, and technology, software version(s), relational Database Management System (DBMS), COTS software product(s) (as applicable), middleware, other software modules, standard and ad hoc reporting software, and planned number of installations**

EZ-CAP Products, Microsoft Windows Server 2012 R2 and SQL Server 2012 and Crystal Reports 11.

c) Describe System Customization & User Integration:**i. How does the user access MCCS provided standard and customizable, on-line documentation and training materials?**

Online help is available in the EZ-CAP application

ii. Describe the approach for changing business rules (e.g., adding new roles, encounter types and codes, change routing of workflow, changes to regulatory requirements,

EZ-CAP is highly configurable and can be done by the client admin. EZ-CAP support is also able to provide assistance with changing the environment configuration. Changes to regulations that require modifications to the software itself are done at no charge to the client.

iii. Are the screens re-configurable to provide the ability to reposition and rename field labels, remove or hide unused fields, and allow the addition of custom defined fields and the addition of mandatory fields?

EZ-CAP screens are configurable to an extent and a number of user defined fields exist and can be customized by the user.

d) Does the system provide the ability for remote access via a site-to-site secure VPN tunnel for authorized individuals?

Yes

1.3 Information Management

The Proposer must provide a proposed information management strategy for the MCCS in Section 2.3.3 (Information Management) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

a) Describe the tools and techniques to support importing and archiving data:

During the early planning of the project the pro's and con's over data conversion will be discussed. We will generally complete the following task once a decision to convert data has been reached.

1. Identify whether data cleaning is required in source database.
2. Make sure the structures of the source and destination databases in Dev/QA environments are in sync with that of production.
3. Identify the master data and the transactional data need to be uploaded.
4. Identify the various tables and fields from source that need to be mapped to the destination and prepare mapping document.
5. Identify the Key fields need to be stored from the source.
6. Identify the mandatory fields as per business needs from both source and destination systems. This is the case when one to one migration is not involved.
7. Decide the formats for some specific type of fields like Date, Phone, decimal and Currency etc. Once it is decided, the respective transformation logic needs to be applied from source to destination.

8. Decide upon using the fixed length characters or data in the source need to be carried out to target as is or not. Ex: Char to Varchar or vice versa, one date type to the other.
9. Identify the fields that could have special characters and prepare a strategy how to handle them while transferring to destination.
10. Determine the sequence in which the data to be loaded. This is very important when multiple tables are involved with relation between them as parent to child for multiple levels. In this case the data transfer for the child table at the lowest level in the hierarchy needs to be transferred first followed by the ones that are in the next upper level and so on.
11. Different strategy might be required to be adopted if the data migration is not straight forward. The strategy may include considering a staging area and running some scripts on that area before transferring data from Staging to destination.
12. In the case of very high volume of data is involved, buffer for tempdb database and storage capacity need to be looked into and take appropriate measures to handle the possible resource shortage issues.
13. Identify the additional tables that need to be created for additional master or business data from source that don't have any mapping from any of the standard available tables.
14. Some lookup tables may have to be created if required and the strategy to be followed to upload data in the lookup tables.
15. Decide on the error and /or success output report that is needed after loading of the data.
16. Identify the key performance indicators of the business for measuring the success of the migration.

i. The importing of archived data and active data from current legacy system data.

Please see above

ii. The archiving of historical and newly generated data in the new system.

All newly generated data will be backed up and then appropriately archived based on mutually agreed upon criteria

b) Describe the process and the manner that data can be extracted and securely transported to external organizations or agencies (e.g., FTP process, encryption, layer of transport, format).

Data from EZ-CAP can be exported in XML, Text, or CSV formats and delivered to county via SFTP.

i. Describe Proposer's approach to exporting County's data in an open format (e.g., XML, Text, CSV, etc.) that can be handled by County.

Data from EZ-CAP can be exported in any of the above formats and delivered to county via SFTP

c) Describe the process for maintaining integrity of an electronic document while it is being edited and signed off.

Access to secure documents is restricted based on user credentials.

1.4 System Security

The Proposer must provide a proposed security strategy for the MCCS that will be in compliance with the County's security policies and the requirements in Appendix I-1 (Technical Requirements Attachment) in Section 2.3.4 (System Security) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

- a) **Identification and description of the proposed security architecture including each proposed level of security (e.g., application, database, data transfer, network, server, NIST, etc.).**

There will be two levels of security for login to the system. The first is to the Windows RemoteApp Server, the second is to the EZ-CAP Application itself.

- b) **Proposed solution to support County's password requirements.**

[REDACTED]

- c) **Approach for managing security levels (e.g., defining and maintaining security levels, LA DHS and Program Participant role, etc.).**

User configuration is part of the standard implementation process. Once software is live, LA County will have the ability to manage the security levels of its own users.

- d) **Approach to managing restriction rights, privileges or access at the user or group level as well as allowing for a user to be assigned more than one (1) role.**

Security in the application can be set down to the field level and at the individual user. Users cannot be assigned more than one role.

- e) **Describe how the Proposer will deploy a secure and encrypted environment as required by the County's Chief Information Office (CIO) Technology Directive (TD) 14-05 and how the MCCS provides secure information delivery over the internet via encryption by using and conforming to Federal Information Processing Standard Publication (FIPS) PUB 140-2 and Advanced Encryption Standard (AES 256-bit key).**

We are providing data encryption at rest via the NetApp Encryption System (NES). NES is the most advanced encryption on the market and deployed at the storage layer via 256bit AES encryption.

- f) **Describe the system security and authentication, including:**

- i. **Level of data encryption.**

We are providing data encryption at rest via the NetApp Encryption System (NES). NES is the most advanced encryption on the market and deployed at the storage layer via 256bit AES encryption.

- ii. **Controls in place for remote access.**

Allscripts/Citra can provide remote access if desired but will require multifactor authentication. However, it is recommended only connectivity be provided from DHS's network to Citra Health. Remote access will then be granted and controlled as per DHS policies and procedures.

iii. Identity and Access Management (e.g. passwords, single sign on).**iv. Describe how Proposer systematically enforces access controls**

County preference will dictate how access controls are enforced. County will have the ability to manage User Security Levels for the Application.

g) Describe with specificity Proposer’s intrusion detection and prevention capabilities and approaches.

The EZ-CAP Cloud has deployed an advanced Intrusion Prevention System (IPS) which provides 24x7 threat detection monitored by experts in our Security Operations Center (SOC). Driven by global threat data and research, our IPS detects suspicious activity and scans the entire network to identify vulnerabilities before an intrusion occurs.

h) Describe Proposer’s procedures for installing security patches for all applications.

For operating systems, we patch monthly following Microsoft’s release of patches.

i) Describe with specificity how County’s data is separated and maintained as separate from other customers’ data.

The county’s data is kept on its own environment.

i. Is there a dedicated and segregated hosting environment/infrastructure?

The county’s data is kept on its own environment.

j) Describe with specificity how Proposer is able to identify and report on unauthorized releases of County data.

It is the Policy of MTS to provide timely notifications to affected (patients and/or) consumers about breaches of individually identifiable health information.

Model breach notification letters or emails shall be developed and prepared to be used as needed.

It is the Policy of MTS to timely provide:

Notice to patients alerting them to breaches “without unreasonable delay,” but no later than 60 days after discovery of the breach.

Notice to Covered Entities by Business Associates (“BAs”) when BAs discover a breach.

Notice to the secretary of HHS and prominent media outlets about breaches involving more than 500 patient records.

Notice to next of kin about breaches involving patients who are deceased.

Notices to include what happened, the details of the breached unsecure PHI, steps to help mitigate harm to the patient, and the CE’s response.

Annual notice to the secretary of HHS 60 days before the end of the calendar year about unsecure PHI breaches involving fewer than 500 patient records.

When a security or privacy incident occurs that may be a “breach” under HIPAA regulations, the designated HIPAA Officer or Privacy Officer will perform a risk assessment to determine whether there is significant risk of harm to the individual(s) whose PHI was inappropriately disclosed or compromised. The following questions must be accurately addressed by the risk analysis:

Did the breach or compromise involve “unsecured” protected health information?

In whose hands did the PHI land?

Can the information disclosed cause “significant risk of financial, reputational, or other harm to the individual”?

Was mitigation possible? For example, can you obtain forensic proof that a stolen laptop computer’s data were not accessed?

Business Associates of MTS are required to immediately report all breaches, losses, or compromises of individually identifiable health information – whether secured or unsecured – to the designated HIPAA Officer or Privacy Officer.

Business Associate contracts, whether existing or new, are required to have corresponding breach notification requirements included in them.

Sanctions or re-training shall be applied to all workforce members who caused or created the conditions that allowed the breach to occur, according to MTS’s Sanction Policy.

All breach-related activities and investigations shall be thoroughly and timely documented in accordance with MTS’s Documentation Policy.

k) Describe the method for continuous monitoring of the security and integrity of the MCCS.

The EZ-CAP Cloud has deployed an advanced Intrusion Prevention System (IPS) which provides 24x7 threat detection monitored by experts in our Security Operations Center (SOC). Driven by global threat data and research, our IPS detects suspicious activity and scans the entire network to identify vulnerabilities before an intrusion occurs.

1.5 Hosting

The Proposer must provide a proposed hosting strategy for the management, security and performance of the hosting data centers (primary and secondary) that are located in the U.S., required to operate the MCCS in Section 2.3.5 (Hosting) of Appendix U (Detailed RFP Requirements Response Form) in accordance with Service Levels and Performance Standards (Exhibit E) of Appendix M (Required

Agreement). The Proposer should focus on availability, performance, security, redundancy and responsiveness aspects of its strategy, which shall be at a minimum, consistent with a Tier II Redundant Site Infrastructure Capacity Components environment. The information must include at least the following:

a) Describe the hosting site Tier standard being utilized.

All infrastructure will be hosted locally in Los Angeles, California [REDACTED]

b) Describe the method for continuous monitoring and management to optimize support, performance, and system availability.

Allscripts provides its CloudView monitoring platform as part of the solution. This solution actively monitors all infrastructure such as CPU, memory, network connectivity, etc. Engineers review and respond to alerts 24/7. In addition, regular maintenance is performed and the infrastructure is audited by a 3rd party.

c) Describe with specificity how the Proposer defines and calculates system and support availability.

The system uptime is defined by the application being available to its end-users for production use (less DHS connectivity). Uptime is calculated quarterly as (system base time – downtime)/system base time * 100 = uptime percentage. So, if there was 60 minutes of downtime in a given quarter and 120 minutes of maintenance, the calculation would be: $(129,480 - 60) / 129,480 * 100 = 99.95\%$ system availability or uptime.

d) The system availability requirement is to achieve 99.8% (or higher) availability. Insert information on uptime validation and restored data.

Our SLA includes 99.9% uptime guarantee.

e) Based on experience with hosted Managed Care Core Systems, propose a range of severity levels and commensurate response times related to performance issues, incidents and loss of service.

Our SLA includes 99.9% uptime guarantee.

f) Describe the options available for the County to monitor uptime of the system.

We can provide direct access to our monitoring system so DHS can actively monitor the system and uptime in real time.

g) Describe administrative, technical, and physical security practices for hosted systems and data.

[REDACTED]

h) Based on experience, describe recommended schedules for regular back-up of standard file systems including:

i. Weekly full back-ups;

We will provide daily offsite backups

ii. Daily incremental back-ups; and

We will provide 15 minute incremental onsite backups

iii. Off-site storage facilities

All infrastructure will be hosted locally in Los Angeles, California at the [REDACTED] facility.

- i) **Describe redundancy strategy and restoral procedures, including process to transfer to secondary location.**

Please see our business continuity and disaster recovery plan.

- j) **Describe architecture and infrastructure requirements for business continuity and disaster recovery in both hosting data centers (primary and secondary) that are located in the U.S.**

Please see our business continuity and disaster recovery plan.

- k) **Describe communication and escalation procedures related to incident identification and resolution.**

Please see our business continuity, disaster recovery plan, and Breach Notification Policy.

- l) **Describe the approach to applications management in areas including, but not limited to, service package management, application server management, and monitoring and reporting on application processes.**

Please see our business continuity and disaster recovery plan.

- m) **Provide information on frequency of upgrades and point releases and the process by which they are tested and rolled out with no, or minimal, disruption to the client.**

Patch releases are generally made quarterly, with general releases twice each year. Releases will be tested prior to rollout and will be moved to production during a scheduled maintenance window to ensure minimal downtime to the client

- n) **Describe the process for upgrading your MCCS software (e.g., annual upgrades, etc.).**

Patch releases are generally made quarterly, with general releases twice each year. Releases will be tested prior to rollout and will be moved to production during a scheduled maintenance window to ensure minimal downtime to the client

- o) **Describe with specificity each of Proposer's change management, upgrade and patch management policies.**

Our Release Management follows standard system development lifecycle methodologies and consists of six key components, from planning through installation. The six components are:

3.1 Planning

- Change Request
- Backlog Management
- Prioritization

3.2 Packaging

- Initial Packaging
- Package Analysis
- Package Documentation

3.3 Analysis

- Detailed Functional Analysis for Maintenance and Development
- Detailed Technical Analysis

3.4 Implementation

- Coding Changes
- Unit Testing
- String Testing
- Training and M&P

3.5 Testing

- Function Testing
- Regression Testing
- System Testing
- Installation Testing
- Setup Testing

3.6 Installation

- Promotion into Production
- Monitoring System Stability
- Post Installation Follow-up

Only after our product, QA, development teams have completed this steps are solutions packaged for client delivery.

- p) Describe with specificity Proposer’s identity management and help desk procedures for authenticating callers and resetting access controls, as well as establishing and deleting accounts (if that is part of its service).**

Support is available by phone, email, or web service. Our help desk will verify that the caller is an approved contact at the County before discussing any client specific information. Creating, modifying, and deleting users is a function that will be performed by the County’s EZ-CAP admin.

1.6 Interfaces

The Proposer must provide a proposed interface strategy for the MCCS in Section 2.3.6 (Interfaces) of Appendix U (Detailed RFP Requirements Response Form). The information must include at least the following:

- a) Describe the interface methodologies (data validation and rules, etc.) you expect to utilize as part of your project approach. In addition, address the following separately identified sub- question.**

We utilize the EZ-Partner API tool to facilitate interfaces between EZ-CAP and other systems. The process varies depending on the system to be interfaced as well as the data fields that will be brought over to out of EZ-CAP.

i. What are the typical interface methodologies utilized by your previous clients?

Our clients use a variety of interface methodologies based on the systems they are interfacing to and what data elements are to be interfaced.

b) Provide examples of other systems that the proposed MCCA has been interfaced with, and describe how the MCCA was interfaced to those other systems.

Most systems interfaced with EZ-CAP have been the homegrown ones developed by our clients, but Access Express and Ascender are two external systems that we have interfaced to.

c) Describe your approach for controlling interface files and monitoring their posting/delivery. In addition, address the following separately identified sub-questions.

Throughout the process of configuring the interface, extensive testing and QA activity will be done until the outcomes meet mutually agreed upon criteria.

i. Describe your user friendly process for identifying interfaced transactions or files that are rejected by the MCCA and for addressing those rejections, including any features or functions both within the MCCA and built into the interface architecture to facilitate exception processing.

An alert can be generated by the system for any failed transactions using the EZ-Partner software.

ii. What are the typical challenges encountered in controlling interface files and monitoring their posting/delivery?

The biggest challenge with managing interface files is the variety of systems and formats that exist. Each instance presents its own unique challenges.

iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

By extensively documenting the requirements of the project and involving all necessary resources on both the vendor and client side, many of these challenges can be mitigated or avoided altogether.

iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

We have found very few issues with our current process but have the ability to make modifications to incorporate unique client needs.

d) For specific interfaces to the County's current applications such as the DHS Electronic Health Record system, address the following questions separately:

i. Describe some specific interfaces that you have been successful in using to interface to other systems.

We utilize the EZ-Partner software to interface EZ-CAP with other systems.

- ii. **Describe your methodology approach for complex interfaces you have encountered in the past. Please include the name of the interface, the approach for design and development.**

We utilize the EZ-Partner API tool to facilitate interfaces between EZ-CAP and other systems. The process varies depending on the system to be interfaced as well as the data fields that will be brought over to out of EZ-CAP.

- iii. **What are the typical challenges encountered in implementing these interfaces?**

The biggest challenge with managing interface files is the variety of systems and formats that exist. Each instance presents its own unique challenges.

- iv. **What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?**

By extensively documenting the requirements of the project and involving all necessary resources on both the vendor and client side, many of these challenges can be mitigated or avoided altogether.

- v. **Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?**

We have found very few issues with our current process but have the ability to make modifications to incorporate unique client needs.

- e) **Describe your experience with County's preferred interface toolsets:**

We utilize the EZ-Partner software to interface EZ-CAP with other systems.

- i. **Describe any additional tools you plan to use in completing the interfaces described in Appendix L (Interfaces).**

N/A

1.7 Reporting Approach

LA DHS requires reporting and analysis capabilities for both compliance and performance reasons. The Proposer must provide responses to the following questions regarding reporting in Section 2.3.7 (Reporting Approach) of Appendix U (Detailed RFP Requirements Response Form). The development of effective reports and analysis requires robust data management capabilities and systems, as well as report development and analytical tools.

- a) **Describe the tools and approach to support Business Intelligence and Reporting requirements.**

- i. **What reporting capabilities does the solution inherently include?**

EZ-CAP has over 100 standard reports in the application.

- ii. **What capability does your proposed MCCS have for ad hoc reporting?**

Using Crystal Reports, users can generate ad hoc reports based off of any data fields in the system.

- iii. **What query language does the solution use? Is the query language proprietary?**

EZ-CAP uses SQL query language

iv. What capabilities does the solution offer in terms of exporting and extracting data?**a. How does the M CCS allow the generation of reports directly to other applications (e.g. MS Office, HTML or PDF formats)?**

EZ-CAP enables users to export data and reports directly into MS office and PDF formats

b) Describe how the proposed M CCS will provide the reports required by DHCS (California Department of Health Care Services), and other regulatory agencies.

If the required reports are not in the standard EZ-CAP reports library, custom reports can be created using Crystal Reports

c) Describe the methodologies and tools that the proposed M CCS will use to develop the custom reports.

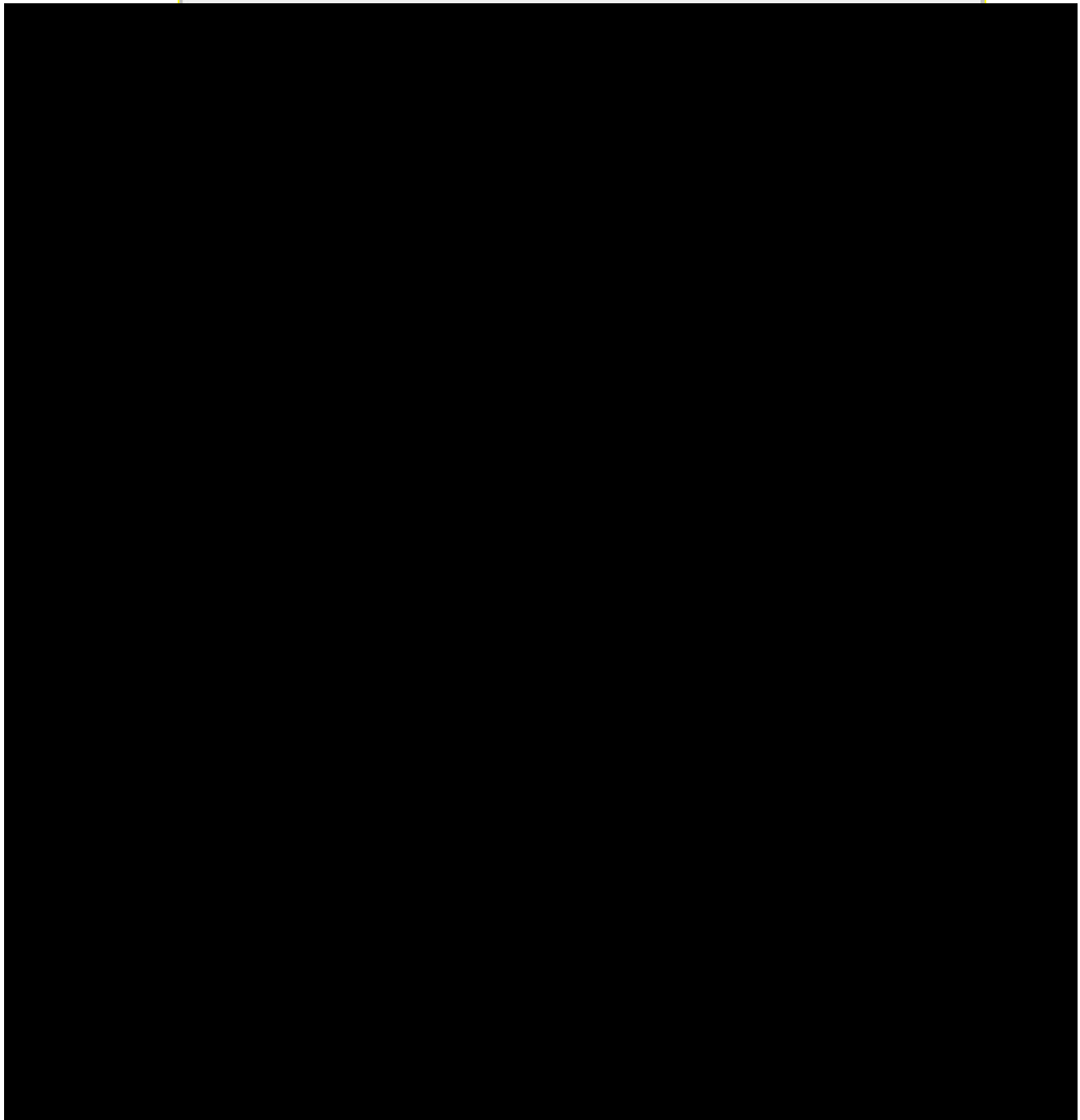
EZ-CAP custom reports are generated using Crystal Reports

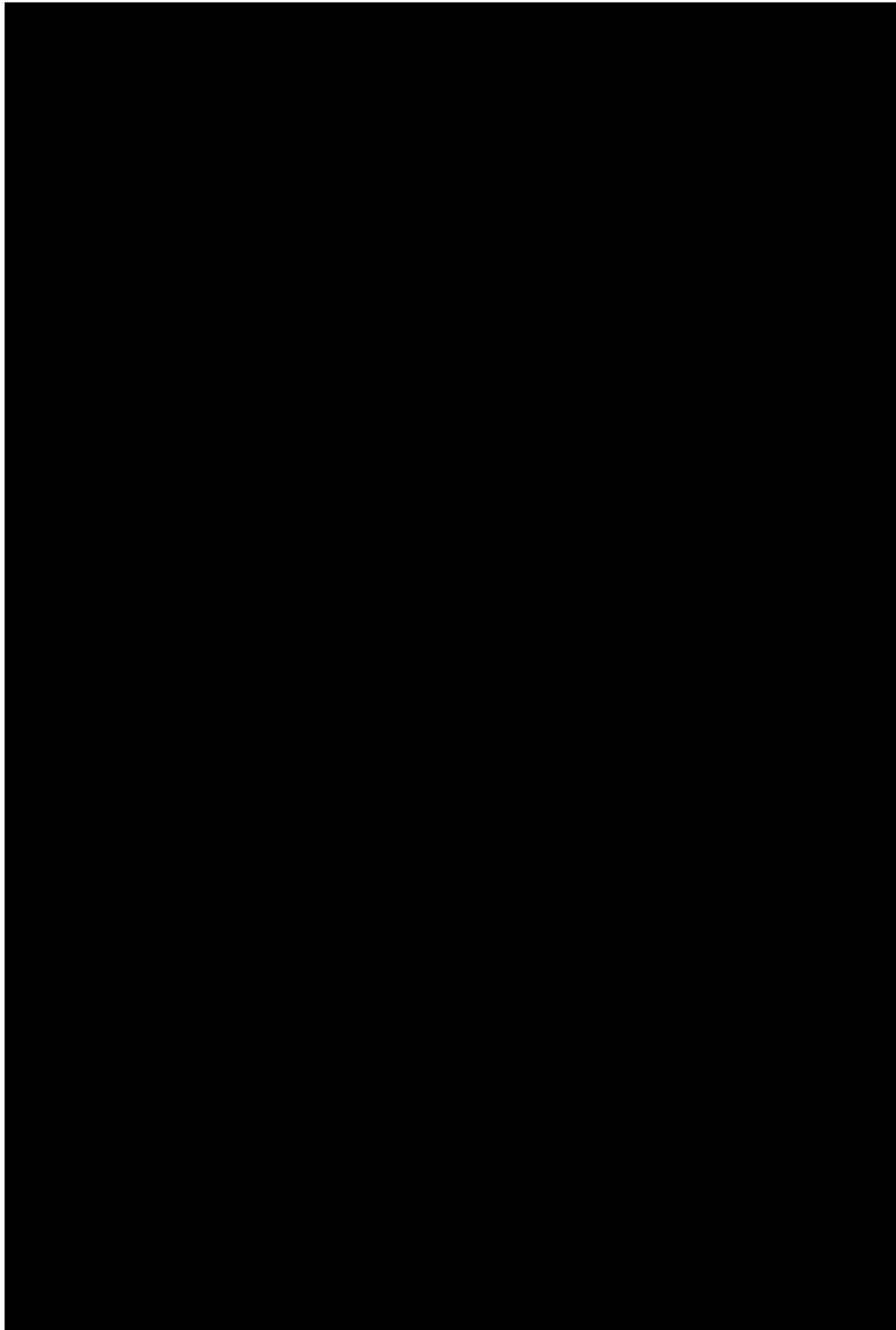
d) Describe the approach and tools to be provided to generate historical snapshots to allow monitoring ongoing performance improvements and report trends over time.

Reports can be created that show changes in trends over time. Reports can be created using any data fields in the system

Attachment I – Architecture

The Proposer must present the architecture for the proposed MCCS. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included as Attachment I (Architecture) to provide DHS a visual, as well as, narrative, representation of the future operating environment.





6. Appendix J – Implementation Requirements

1.0 Implementation Requirements

This section defines the Proposer information required regarding the implementation approach of the proposed Managed Care Core System (MCCS). The Proposer should ensure that their response to each implementation component is consistent with the related MCCS requirements in Appendix H-1 (Functional Requirements Attachment) and Appendix I-1 (Technical Requirements Attachment).

1.1 Project Management

The Proposer must provide their proposed project management plan for the MCCS project in Section (Project Management) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

A) *Methodologies and Tools,*

- i. Describe the project management methodology that will be utilized in the management of the project, in sufficient detail for County to understand how this methodology works and why it is well suited to County's needs. In addition, address the following separately identified sub-questions. Proposer shall provide its response to this Section in Section 2.4.1(i) (Methodologies and Tools) of Appendix U (Detailed RFP Requirements Response Form).

We will utilize proven project delivery methods aligned with the Project Management Institute (PMI) best practices. The project management includes the following phases: Initiation, Planning, Executing, Monitoring and Controlling & Closing. A description of each Phase along with key outcomes is provided below:

Phase	Description	Outcome
Initiation	The initiation process authorizes the overall project. In this phase, project objectives are established, scope is defined, and responsible parties and deliverables are identified.	<ul style="list-style-type: none"> ▪ Stakeholders identified ▪ Overall understanding of the project including scope, responsibilities and deliverables ▪ Initial requirements gathering and documented
Planning	The defining and refining of the best courses of action to take to attain the project objectives. Project management plan is developed, including finalizing the individual plans for – cost, scope, time, quality, communication, risk and resources. Requirements finalization and signoff.	<ul style="list-style-type: none"> ▪ Approach for all project elements is documented and understood ▪ Requirements finalized
Executing	Project deliverables are developed and completed while adhering to the Plan developed in the prior phase. May occur simultaneously with Monitoring and Controlling phase.	<ul style="list-style-type: none"> ▪ Defined and agreed upon deliverables ▪ Deliverables completed ▪ Users Trained ▪ System Configured ▪ System Tested

Phase	Description	Outcome
Monitoring and Controlling	Ongoing process of measuring the project performance and progression with respect to the project management plan. Will occur simultaneously with all other project phases.	<ul style="list-style-type: none"> ▪ Project management plan worked through to completion
Closing	Formal closure of the implementation project takes place.	<ul style="list-style-type: none"> ▪ Acceptance and sign off on completed deliverables ▪ Transfer from Implementation to Operations ▪ Project close out

This methodology will be well suited for LA County as it follows the logical project cycle from the beginning stages through the hand off to post go live support. The expectations, deliverables and milestones will be clearly outlined with ownership assigned.

1. Describe your experience with similar engagements as it relates to the use of such project management methodology.

This is the proven methodology has been successfully utilized used for many other implementations of the EZ-Suite. The process has been refined and improved with lessons learned from each implementation.

2. Since County does not desire to engage in an extensive documentation of current state practices, describe your approach to capturing the necessary current state requirements, issues, and considerations without engaging in detailed current state process documentation.

Current state process flows could be completed at a high level through conversations with business leaders in the organization. The desire to not engage in detailed current state process documentation is understood, however high level process discussions will be necessary for the Implementation Team to identify areas were EZ-Suite will improve their workflows, eliminate manual workarounds, and provide efficiencies.

3. Describe your methodology for process redesign, including your approach and capabilities in applying best practice process models in developing County's future state processes.

The high level current state process discussions would be used by the Implementation Team to, at the same time, identify inefficiencies, pain points, labor intensive workarounds, etc. that would be improved with the implementation of the EZ-Suite.

4. Describe your approach to functional system configuration, including your approach and capabilities in applying system configuration recommendations.

The Implementation Team has developed a detailed EZ-CAP Build Tracker document that the configuration team at the County would follow and use for completing configuration tasks in the required order as well as allow them to document decisions, next steps, etc. The current and future state process discussions will help the Implementation Team in making recommendations on how to configure the system to best meet the business needs of the County.

5. Indicate your preferred software tools for each of the following project activities: Project management (work plan, status reporting, project e-room, issues tracking), current state documentation, requirements documentation, future state process modeling, system configuration documentation, test scripts.

- Project Management tools: MS Project Professional 2013, Microsoft Office 2013 Suite (Word, Excel, PowerPoint), MS Visio 2013, MS SharePoint
- Current State Documentation: Microsoft Office 2013 Suite (Word, Excel, PowerPoint), MS Visio 2013
- Requirements Documentation: MS Excel 2013
- Future State Process Modeling: MS Visio 2013, Microsoft Office 2013 Suite (Word, Excel, PowerPoint)
- System Configuration Documentation: MS Visio 2013, Microsoft Office 2013 Suite (Word, Excel, PowerPoint)
- Test Scripts: sample test script format provided in MS Word 2013 Testing Strategy Document

6. Describe your capabilities in scaling your methodology and tools to projects with a similar application footprint as being proposed at County.

The implementation methodology has been used at organizations with claims-processing staff of less than five employees to large organizations with over 200 employees.

7. Based on your previous experience with similar engagements, please identify separately for subparts 2 through 6, the typical challenges to utilizing this project management methodology.

2 – Lack of current state process methodology is not unique – many organizations of all sizes lack documentation of their current processes, or any documentation has not been regularly maintained and is now out of date.

3 – Process redesign is an ongoing effort and the challenge is that the process redesign is never fully complete and the documentation will require updates as improvements are identified.

4 – Functional configuration is challenging for system admins when they are not familiar with the EZ-Suite. It's difficult to make configuration decisions when you are not fully versed in system functionality and capabilities.

5 – Project management tools can present a challenge with a Client may not have access to the same versions of software or access to SharePoint sites where documentation is stored.

6 – Challenges with scaling the project management methodology include the additional communication and coordination required to manage a large team and many stakeholders.

8. Identify separately for subparts 2 through 6, the mitigation strategies or steps to address the typical challenges identified above that you have used effectively.

2 – A high level discussion or shadowing of the current processes should provide the Implementation Team sufficient knowledge and understanding for the current business processes.

3 – Identifying a clear owner for future state process documentation should help mitigate the documentation being out of date. The owner would be responsible for updates to the documentation as Implementation is underway and through Go Live. The County may also want to identify an owner for any updates or changes made to the processes post-Go Live so that the documents remain up to date.

4 – Training will be provided to super users of the system before configuration activities will begin. Once the team is working on functional design and configuration, the Implementation Team will support them by answering questions, providing refreshers on topics from the Trainings, etc.

5 – Any differences in software can be overcome by saving files to the correct file format or exporting them to PDF. The Project Managers for both teams can work together to overcome any challenges related to software and documentation.

6 – The challenges of larger teams need to be acknowledged and addressed during the Initiation phase of the project – for example, ensuring all key stakeholders are identified and included on the appropriate communications.

9. Discuss separately for subparts 2 through 6, whether the process you have used in the past to address the typical challenges identified above can be improved, and if so, how you would improve the process.

2 – The process of gathering current state process flows improves with every implementation as the person responsible for gathering the information learns from every Client he/she works with. No two health plans operate the same, so there's the opportunity to improve exists the more one learns about various business operations and needs.

3 – Similar to the process improvement that would be following for gathering high level current state processes, the same could apply to future state processes. The documentation and templates can be updated and improved with every implementation as various Clients may bring up ideas and suggestions that may apply to other Clients.

4 – Training delivery and materials are also in a constant cycle of improvement. Content is refined, "how to" documents are developed and updated, and new trainings are being developed.

5 – Software challenges with regards to project management tools can usually be overcome via saving files in the appropriate version or exporting documents to PDF. Also, Project Managers for both sides working together can resolve any challenges with sharing documents between teams if joint SharePoint access isn't available.

6 – Communications and coordination also can be improved upon throughout the life of a project. A Communications Plan, Status Reports, Executive Steering Committee meetings are all tools for disseminating information to large audiences. If messaging isn't reaching all key stakeholders, the project leadership can work together to fill in the gaps and develop tools and processes for closing those gaps.

b) *Change Management Methodology,*

Describe the proposed change management methodology, in sufficient detail for County to understand how this methodology works and why it is well suited to County's needs. In addition, address the following separately identified sub-questions. Proposer shall provide its response to this Section in Section 2.4.1(ii) (Change Management Methodology) of Appendix U (Detailed RFP Requirements Response Form).

We will work with County will document process by which the parties mutually agree to a Change in Writing (PCR – Project Change Request), executed by both parties. A PCR will be completed to manage changes to the original scope of work effort, timeframes, staffing level, and milestones. PCRs will be used to document changes with or without financial impacts.

- i. **Describe your experience with similar engagements as it relates to the use of such change management methodology. Please address both project team management and management across the enterprise.**

This methodology has been used successfully with other Clients – PCRs are used when additional scope is identified, to add Training classes, etc. With clear documentation and sign off required, the goal is transparency.

- ii. **Based on your previous experience with similar engagements, what are the typical challenges to implementing this change management methodology?**

Challenges with change management usually stem from unclear language in the original contract document or as a result of undocumented conversations during the sales and contracting process.

- iii. **What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?**

We ask that Sales prepare and complete a Sales to Implementation transition call before the project officially kicks off so that any questions can be answered regarding the contract. If there are points in the contract that are unclear, the Implementation Team will work with the Sales Teams to clarify the language and determine whether or not a PCR is necessary.

- iv. **Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?**

Reducing the number of PCRs required is a process that is mitigated during discovery and contracting. The contracts are constantly refined to be more specific with regards to what is *in scope* and what is *out of scope*. If everyone has a clear understanding early on in the project, it should reduce the number of PCRs required.

c) Configuration/Adaptation Methodology.

Describe the configuration/adaptation methodology that will be utilized in your project approach, in sufficient detail for County to understand how this methodology works and why it is well suited to County's needs. In addition, address the following separately identified sub-questions. Proposer shall provide its response to this Section in Section 2.4.1(iii) (Configuration/Adaptation Methodology) of Appendix U (Detailed RFP Requirements Response Form).

Detailed requirements and design meetings will be held with client business leads. All requirements are entered into a requirement tracking documents. This document is designed to track every requirement from the initial identification through testing and ultimately to production. Once the operational and regulatory needs are well defined design overviews will be held. Every member of our team has worked for health care payer. Most as users of the EZ-Suite of products.

i. Describe how this configuration/adaptation methodology will be used to ensure quality, long-term flexibility, reuse, and optimal total cost of ownership in your project approach.

The configuration/adaptation methodology utilized by the vendor in governs with the tools and templates provided in the monitoring and controlling phase. Steering committee meetings, status reports, team meetings are just a few of the tools used to monitor and ensure project quality.

ii. Describe the approach you use for reducing the complexity and time required for configuration/adaptation (e.g., use of templates, default tables, and other approaches).

One of the biggest advantages of EZ-CAP is the short implementation timeline. Even though the implementation timeline is shorter than other products, EZ-CAP addresses healthcare benefit management needs. EZ-CAP allows the client to tailor operations for multiple lines of business and utilizes powerful auto adjudication rules.

iii. Describe your experience with similar engagements as it relates to the use of such configuration/adaptation methodology.

The EZ-CAP team makes the difference. Our clients have told us repeatedly that our understanding of their business lays the ground work for successful outcomes.

iv. Based on your previous experience with similar engagements, what are the typical challenges involved in utilizing the proposed configuration/adaptation methodology?

Our most common challenge is resources commitment. We bring a highly skilled team to the project. With their vast knowledge our resources can augment when client resources are limited.

v. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

We will communicate the technical and business needs in the imitation phase of the project. Allowing the client IT resources ample time to provide necessary access as to not delay the project.

vi. **Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?**

Our current process works very well. We continually solicit feedback from our clients and make modifications as needed.

d) *Project Management Plan.*

Describe the process and standards followed for a Project Control Document (PCD) and what components that will be included in this document to include at a minimum the following implementation approach. Proposer shall provide its response to this Section in Section 2.4.1(iv) (Project Management Plan) of Appendix U (Detailed RFP Requirements Response Form).

- a. **Project Work Plan** – The detailed Project Work Plan would be an .mpp project schedule file built using MS Project Professional 2013
- b. **Error Management Plan** – The Testing Strategy Template provided to the County will also include a Defect Management section, where both teams would jointly agree upon and document the approach for handling defects or errors uncovered during testing.
- c. **Project Communications Plan** – The Project Communications Plan is covered as its own section within the Project Management Plan document. The plan is developed with the client leads and Project Manager. Each organization has unique structures and communication needs. The communication plan will address methods to inform all sponsors and stakeholders.
- d. **Risk Management Plan** – The Risk Management Plan is covered in the Risks, Action Items, Issues and Decisions (RAID) Tracking Management section of the Project Management Plan documents. This document will be use as sole source for all project RAID items. It will be either housed on a shared drive or sent to client on a weekly/daily basis as needed.
- e. **Project Staffing and Resource Management Plan** – The Resource Management Plan is covered as its own section within the Project Management Plan document. Resources are assigned to the project based on the schedule. Subject Matter Experts will be assigned as needed. The core team will consist of the Project Manager, Business Analyst, and a Technical Analyst.
- f. **Configuration and Technology Change Management Plan** – The Analysts assigned to the project will train the client staff on the configuration of all EZ-CAP screens and modules. All configuration will be tracked using the Build Tracker documents. Any technical changes will be submitted through a Functional Requirement Document.
- g. **Issue Management Plan** – The Issue Management Plan is covered in the Risks, Action Items, Issues and Decision (RAID) Tracking Management section of the Project Management Plan documents.
- h. **Quality Management Plan** – The Monitor and Control phase is designed to ensure project quality in our delivery. It is through the use of our tools and template that we are able to consistently measure quality. These templates include:

- Project Charter
- Internal Project Kickoff
- External Project Kickoff
- Resource Plan
- Roles and Responsibilities
- Project Team Roster / Contact List
- Master Test Approach
- Training Strategy Plan
- Project Management Plan
- Project Schedule
- Gap Assessment
- Business Requirements Matrix
- Business Outcomes Measurement
- Defect Management Plan
- Environment Strategy Document
- Environment Tracking
- Build Tracker
- Interface/Trading Partner Inventory
- Report Inventory
- Letters Inventory
- Cutover Plan
- Project Task Check-list
- Steering Committee Meeting Presentation
- Client-Facing Status Report
- Project Change Request
- Project Initiation and Delivery
- Process flows for software delivery

e) Data Conversion and Data Load Plan.

Provide Proposer’s approach and components of a comprehensive Data Conversion and data load Plan to be employed in the MCCS project. Proposer shall provide its response to this Section in Section 2.4.1(v) (Data Conversion Plan) of Appendix U (Detailed RFP Requirements Response Form).

During the early planning of the project the pro’s and con’s over data conversion will be discussed. We will generally complete the following task once a decision to convert data has been reached.

1. Identify whether data cleaning is required in source database.
2. Make sure the structures of the source and destination databases in Dev/QA environments are in sync with that of production.
3. Identify the master data and the transactional data need to be uploaded.
4. Identify the various tables and fields from source that need to be mapped to the destination and prepare mapping document.
5. Identify the Key fields need to be stored from the source.
6. Identify the mandatory fields as per business needs from both source and destination systems. This is the case when one to one migration is not involved.
7. Decide the formats for some specific type of fields like Date, Phone, decimal and Currency etc. Once it is decided, the respective transformation logic needs to be applied from source to destination.
8. Decide upon using the fixed length characters or data in the source need to be carried out to target as is or not. Ex: Char to Varchar or vice versa, one date type to the other.
9. Identify the fields that could have special characters and prepare a strategy how to handle them while transferring to destination.
10. Determine the sequence in which the data to be loaded. This is very important when multiple tables are involved with relation between them as parent to child for multiple levels. In this case the data transfer for the child table at the lowest level in the hierarchy needs to be transferred first followed by the ones that are in the next upper level and so on.
11. Different strategy might be required to be adopted if the data migration is not straight forward. The strategy may include considering a staging area and running some scripts on that area before transferring data from Staging to destination.
12. In the case of very high volume of data is involved, buffer for tempdb database and storage capacity need to be looked into and take appropriate measures to handle the possible resource shortage issues.
13. Identify the additional tables that need to be created for additional master or business data from source that don't have any mapping from any of the standard available tables.
14. Some lookup tables may have to be created if required and the strategy to be followed to upload data in the lookup tables.
15. Decide on the error and /or success output report that is needed after loading of the data.
16. Identify the key performance indicators of the business for measuring the success of the migration.

f) High-Level Project Schedule.

Provide a brief narrative description of the high-level project schedule, including overall timeline, key deliverables, and key milestones. Proposer shall provide its response to this Section in Section 2.4.1(vi) (High-Level Project Schedule) of Appendix U (Detailed RFP Requirements Response Form).

The implementation of product can be completed in 4 – 6 months. The project will require commitment of resources from both the vendor and the client. The following task will be included:

- Contracting
- Procurement
- Installation
- Training
- Configuration
- Testing
- Go-live
- Support

g) Detailed Project Schedule.

Provide a detailed project schedule and resource plan for all roles on the project (i.e., Proposer, County, and any applicable third parties), including total hours by phase and stage. The project schedule shall be informed by the approach utilized in the sample Appendix G (Sample Proposed Project Schedule). The project schedule shall include overall timeline, tasks, durations, key deliverables, and key milestones. Proposer shall provide its detailed project schedule and resource plan as “Attachment J-1.1(g) (Project Schedule).”

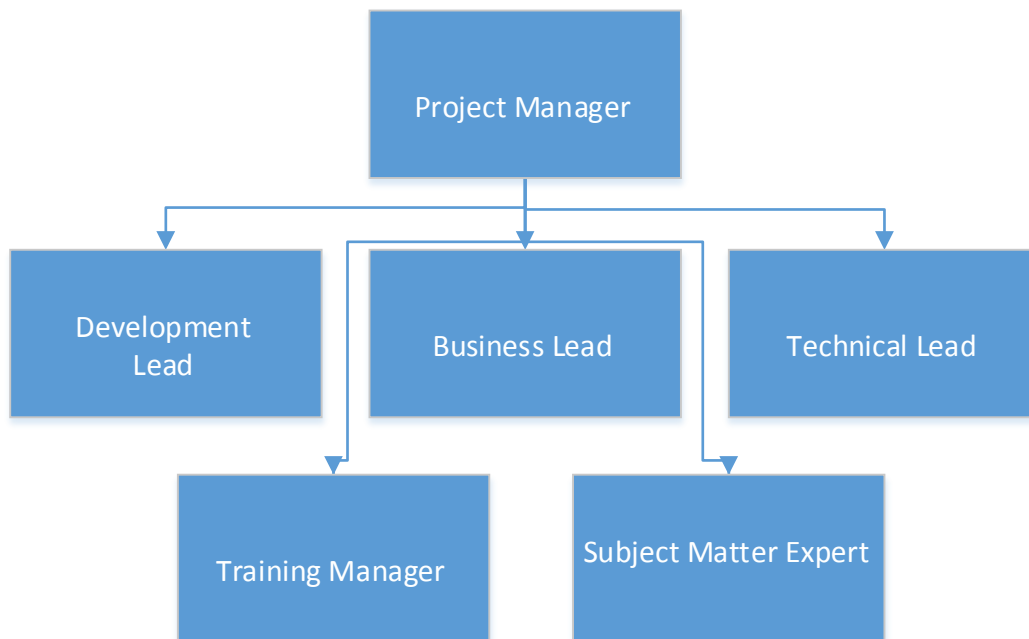
Please refer to Attachment J-1.1(g) (Project Schedule), which immediately follows this section.

h) Staffing Plan.

Proposer shall provide a detailed staffing plan including a proposed Project organizational chart as “Attachment J-1.1(h) (Proposer’s Project Organizational Chart)” that will ensure full compliance with the resultant Agreement’s requirements and the Proposer’s stated methodology for providing Services as stated in the RFP. The plan shall be supported by and consistent with the Proposer’s Total Firm Fixed Price as set forth in Appendix Q-1 (Pricing Response Form), Proposed Proposer’s project executives and implementation and subject matter experts, who would be involved in the actual implementation and ongoing activities at County if the Proposer is selected, are required to be engaged in preparing the Proposal and must participate in related question/answer sessions and agreement negotiations/meetings. Proposer shall provide its detailed staffing plan to this Section in Section 2.4.1(viii) (Staffing Plan) of Appendix U (Detailed RFP Requirements Response Form). In addition, Proposer’s Project organizational chart must be provided separately as “Attachment J-1.1(h) (Proposer’s Project Organizational Chart).”

The project will be led by a Project Manager. The core team will consist of the Project Manager, Development Lead, Business Lead, and Technical Lead. These leads will provide all training and configuration support. As a functional organization the leads will bring in subject matter experts as

needed to support the project and product delivery. A typical project team has a combination of over 40 years of healthcare experience.



i) Benefits of Proposed Account and Project Organization.

Proposer shall describe the benefits of Proposer’s proposed account and project organization and the time frame for implementation. The discussion of the proposed account and project organization should give County an understanding of the relationship management model the Proposer will roll out for the overall relationship as well as its approach to providing expertise to the specific modules. Proposer shall provide its response to this Section in Section 2.4.1(ix) (Benefits of Proposed Account and Project Organization) of Appendix U (Detailed RFP Requirements Response Form).

The team approach we utilize creates a cohesive team. We integrate client resources along with our resources to ensure project success. The integrated team will design and configure solution for all relevant modules of the system. A typical implementation should be from 6 to 9 months.

1.2 Contractor Key Personnel

The Proposer must staff the project with key personnel that provide the requisite skill sets and experience to ensure the success of the project. The Proposer should describe the composition and organization of the proposed project team, as well as the key skills and qualifications that the Proposer believes are key to the success of the project in Section 2.4.2 (Contractor Key Personnel) of Appendix U (Detailed RFP Requirements Response Form). Specifically, there are a number of key positions required for the project that are described in detail below.

For any other proposed Contractor Key Personnel which are not described in detail below, but who are a part of Contractor’s proposed project team, Proposer shall identify and indicate such additional Contractor Key Personnel project role(s) and responsibilities in Section 2.4.2(iii) (Additional Contractor Key Personnel) of Appendix U (Detailed RFP Requirements Response Form).

Resumes are required for Contractor Key Personnel. Proposer shall identify and provide resumes for each Contractor Key Personnel, listed below. All resumes for each Contractor Key Personnel shall be included as Attachment J-1.2 (Contractor Key Personnel Resumes). Submission of resumes shall constitute Proposer’s permission for County to verify all information provided.

Resumes of all proposed staff noted below shall include, at a minimum, the following:

(a) The current position and years with the firm;

Implementation managers, Implementation analysts, and Implementation directors will be assigned to this project. All members of the team have years of experience working with the EZ-CAP product.

(b) The academic background, covering all post high school education, including the name of the institution(s) and dates of attendance;

Members have advanced degrees in Healthcare Administration as well as Project Management Professional Licensure.

(c) The experience background, including the number of years experience, position titles, and functions, while gaining experience in the provision of Services to be provided under the Agreement. Resumes must include relevant MCCS software implementation experience.;

Our typical project implementation team has a combined over 60 years of healthcare IT experience. 100% of the team members have worked for a healthcare payer/provider.

(d) The copies of diplomas, awarded degrees, current certifications, or relevant practice licenses of personnel who will manage the Project; and

Once we have officially selected the members of the implementation team for this project, we will be happy to provide this information. Most of our implementation team has at least a college level degree and many are PMP certified.

(e) Three (3) relevant client references, including the contact persons’ names, e-mails, and current telephone and facsimile numbers that can verify the proposed staff’s experience. Client references are required for the Contractor Project Director, the Contractor Project Manager, and the Contractor Key Personnel, and must cover the timeframes listed in the RFP.

Key Positions	Descriptions/Minimum Functions
Contractor Project Director	Proposer shall identify and provide a resume for the Contractor Project Director who will be responsible for managing the Services. The Contractor Project Director shall work with County in developing the program strategy and various system wide high level project plans. The Contractor Project Director shall ensure integration of projects, and communicate with County’s program leadership, information technology business leadership, and other related County stakeholders to communicate program strategy,

Key Positions	Descriptions/Minimum Functions
	direction, and changes. The Contractor Project Director shall meet the requirements outlined in the RFP.
Contractor Project Manager	The Contractor Project Manager must lead the Proposer’s project team. The Contractor Project Manager shall act as primary liaison with County and be primarily responsible for the Deliverables and providing day-to-day direction to the Project team. The Contractor Project Manager shall also be responsible for the overall management and coordination of the Agreement. This individual reports directly to the Contractor Project Director. The Contractor Project Manager must be committed to the project, full-time from the Agreement execution date through the implementation and Go-Live of M CCS. The Proposal shall include a resume describing the proposed Contractor Project Manager’s experience. In the resume, Proposer shall document two of the proposed Contractor Project Manager’s prior related experiences.
	<p>Key responsibilities include but are not limited to:</p> <ul style="list-style-type: none"> ▪ Provide Project Control Document ▪ Acting as the primary interface with the County Project Manager ▪ Providing day-to-day management of the Project including overall performance and Agreement compliance ▪ Providing day-to-day management and direction of Contractor resources assigned to the Project ▪ Managing the Project to the current work plans and coordinating the availability of scheduled resources to the Project ▪ Managing all Project resources and ensuring that appropriate resources are available throughout the life of the Agreement ▪ Establishing and maintaining regular communications with the County Project Office ▪ Maintaining reporting, budget/cost reporting, and issue reporting ▪ Practicing change management controls and procedures in coordination with the County Project Manager ▪ Monitoring and maintaining the development and implementation schedules ▪ Developing and implementing a quality assurance process to ensure all objectives are met, milestones are achieved, and stakeholders are satisfied <p>Key desirable qualifications include:</p> <p>Project Management Professional (PMP) or equivalent certification</p> <ul style="list-style-type: none"> ▪ Experience in both health care project management and scheduling (or logistical) systems ▪ Lead project manager for system integration project. A minimum of five (5) years experience as lead project manager for software implementation projects ▪ Experience managing previous M CCS implementations ▪ Experience with scheduling projects

1.3 County Roles

Proposer shall describe any roles County executives and County employees are expected to fill. Proposer shall provide its response to this Section in Section 2.4.3 (County Roles) of Appendix U (Detailed RFP Requirements Response Form).

We ask that the Executive Sponsor sit on the steering committee and attend the monthly steering committee meetings. We would also expect the County Project Manager, Business Leads, and IT leads to attend meetings, training, and work sessions are defined in the project schedule.

1.4 Training

The Proposer must provide their proposed training approach for the MCCS project in Section 2.4.4 (Training) of Appendix U (Detailed RFP Requirements Response Form). County would like to know how the Proposer proposes to identify the type of training that would be the most effective, and to implement the training necessary for all County staff. Discussion points for this topic must include

a) **Describe your recommended approach to project team training, including**

i. **A description of Proposer training approaches and capabilities**

We use a multitude of training approaches. We can provide training remote (web meeting), written self-paced, recorded, on-site (Citra offices), and on-site (client offices). We will also deliver facilitate work sessions in this same model.

ii. **The rationale the Proposer will use for the selection of training processes**

Business operations and resources availability are the most common rationale used when determining training delivery.

iii. **Proposer shall describe in detail how it will ensure initial and ongoing training of its staff, both new and existing, for the provision of all Services under the Agreement**

Our offerings are discussed and planned with the project team. We tailor the training agenda and topics to coincide with the needs of the client.

b) **Describe your recommended County-specific approach and methodology for training end users, In addition, address the following separately identified sub-questions.**

i. **Describe your flexible training approaches.**

We use a multitude of training approaches. We can provide training remote (web meeting), recorded, on-site (Citra offices), and on-site (client offices). We will also deliver facilitate work sessions in this same model.

ii. **Describe how the training approach and methodology covers the full spectrum of comprehensive, innovative, and cost effective training.**

The initial training is usually held on-site. Smaller more concentrated sessions are help with the users as requirements and configuration decisions are made. An additional on-site training is normally held before starting testing. We will provide any training remote based on the needs of the County and the users' ability gain intended knowledge presented.

iii. **Describe how the training approach and methodology prepares the user community to successfully perform their roles in the "to be" County environment.**

The users that have been trained will be demonstrate their knowledge of the systems during the build and testing tasks. The process will directly mimic the processed they will perform in the production environment.

iv. Describe how the training approach and methodology addresses post Go-Live training and the ongoing measurement of the user community’s competency in order to apply point training to areas of deficiency.

We have multiple how-to’s and training videos we can provide to the users. Our Implementation team will remain engaged until 30 days post go-live to assist with any areas of deficiency as well. We provide a quarterly training in our Valencia offices as well. This schedule is produced on an annual basis and distributed to all clients.

v. Describe the proposed County involvement (e.g., subject matter experts, end users, etc.).

The County SME’s will be the training and testing leads. We often use a train the trainer approach. This approach creates an in house center of expertise around the product and give users SME’s to go to.

vi. Describe the methods, tools, and types of training (e.g., classroom, Computer Based Training (CBT)/e-learning, long-distance learning, etc.).

We use a multitude of training approaches. We can provide training remote (web meeting), written self-paced, recorded, on-site (Citra offices), and on-site (client offices). We will also deliver facilitate work sessions in this same model.

vii. Describe the training plans (to include materials, scheduling, execution, and any other training plans and approaches provided by the strategy).

Training plans are customized to the needs of the client. The approach helps ensure to most efficient use of all project resources. After initial discovery, we concentrate on areas of weakness first and build our training delivery as comfort levels of users increase.

c) Describe the types of training (e.g., class-based, Webinars, CBT, etc.) that you expect to deploy as part of your project approach. In addition, address the following separately identified sub- questions.

We have multiple how-to’s and training videos we can provide to the users. Our Implementation team will remain engaged until 30 days post go-live to assist with any areas of deficiency as well. We provide a quarterly training in our Valencia offices as well. This schedule is produced on an annual basis and distributed to all clients.

i. Explain the pros and cons of each type of training.

On-site (client site) – is the most effective training delivery model. Trainers are able to better gauge users understanding of material in person. We suggest a minimum of two weeks of on-site training with two or more follow-up work sessions. This delivery method is the most costly with travel for the trainers and extended commitment from the resources. Client would also need an appropriate training room.

On-site (Citra offices) – is provided to the client in our Valencia office. This option would provide for up to 12 client attendees to receive training in our offices. This model would require travel cost to the client and extended resource commitment as well.

Remote – is the most cost effective delivery model. Most implementations will have a remote work session/training component. It is harder to gauge user understanding with this model. We do employ to help overcome this obstacle. Remote sessions are normally

delivered in 4 hours sessions. This allows user to not miss full day(s) at once from their normal tasks.

ii. Provide examples of your standard course, including recommended class size and hours per course.

The ideal class size is no more than 12 attendees but we can customize our delivery if facilities can accommodate a greater class size.

<p><i>1:00 PM – 3:00 PM</i></p>	<p>Workflow</p> <ul style="list-style-type: none"> • What is Workflow? • How can Workflow be used? • Understanding Workflow • Create Workflow Rules for Claims • Create Workflow Rules for Authorizations • Create Workflow Rules for Eligibility <p>Workflow</p> <ul style="list-style-type: none"> • Users • Codes • Workflow Administrator • Workflow Rule Editor • Workflow Sets
<p><i>3:00 PM – 3:15 PM</i></p>	<p>BREAK</p>
<p><i>3:15 PM – 4:30 PM</i></p>	<ul style="list-style-type: none"> • Workflow Setup • Workflow Set Assignment • Workflow Queue Assignment • Queue Aging Report • Attach WF rules/start using the WF rules • Dashboard Functionality
<p><i>4:30 p.m. – 5:00 p.m.</i></p>	<p>Review and Q&A</p>

Day 5

<p><i>9:00 AM – 10:00 PM</i></p>	<p>Document Management</p> <ul style="list-style-type: none"> • Folder Management • File Management
<p><i>10:00 AM – 10:15 AM</i></p>	<p>BREAK</p>
<p><i>10:15 AM - 12:00 PM</i></p>	<p>Reports</p> <ul style="list-style-type: none"> • Report Access Setup • Report Configuration • Create Report Access Profile • Attach Report Access Profile to a User

<i>12:00 PM – 1:00 PM</i>	LUNCH
<i>1:00 PM – 3:00 PM</i>	Crystal Reports <ul style="list-style-type: none"> Connecting to existing reports via OLE DB connection Views at the Company and ECD Level
<i>3:00 PM – 3:15 PM</i>	BREAK
<i>3:15 PM – 4:30 PM</i>	Reports Module <ul style="list-style-type: none"> Custom Report Preview Custom Report
<i>4:30 p.m. – 5:00 p.m.</i>	Review and Q&A

- d) **Based on your previous experience with similar engagements, discuss the typical recommended curriculum for technical and functional staff involved in the initial implementation of the MCCS.**

Agenda below:

Day 1

<i>9:00 a.m. – 10:30 a.m.</i>	Users and Security <ul style="list-style-type: none"> Profiles <ul style="list-style-type: none"> Employer Group Restriction Profiles Financial Limit Profiles Field Level Access Profiles Screen Access Profiles Company Access Profiles Roles User Rights
<i>10:30 a.m. – 12:00 p.m.</i>	System Administration <ul style="list-style-type: none"> Identifying Modules in EZ-CAP Menus Navigation / Shortcut Keys EZ-CAP Modules Toolbar Functionality EZ-CAP Configuration <ul style="list-style-type: none"> Virtual Environment Configuration Virtual Environment Status Global Configuration Company Configuration Track Login Attempts
<i>12:00 p.m. – 1:00 p.m.</i>	LUNCH
<i>1:00 a.m. – 2:30 p.m.</i>	Setup User Accounts <ul style="list-style-type: none"> Admin Account Claims Team Eligibility Team Care Management Team Providers/Vendors Contracting Team

<p><i>2:30 p.m. – 4:30 p.m.</i></p>	<p>Service Codes and General Codes & Types</p> <ul style="list-style-type: none"> • Service Codes <ul style="list-style-type: none"> ○ Updating/Inloading Codes ○ From and To Dates/Add Current & History Records ○ Review of Component Unit/Single Unit Schemes • General Codes & Types <ul style="list-style-type: none"> ○ Setting a record Default ○ Diagnosis Codes ○ Place of Service Codes – New Functionality ○ Adjustment Group Codes ○ Adjustment Reason Codes ○ County/District Codes ○ Language Codes ○ Ethnicity Codes ○ State/Region Codes ○ Country Codes ○ Financial Types ○ Admission Types ○ Address Types • Calendar Set/Table • Anesthesia Decimal Set/Table
<p><i>4:30 p.m. – 5:00 p.m.</i></p>	<p><i>Wrap-up (Q&A)</i></p>

Day 2

<p><i>9:00 a.m. – 10:00 a.m.</i></p>	<p>Healthplans & Benefit Matrix</p> <ul style="list-style-type: none"> • Healthplan Codes • Creating a Healthplan Contract • Financial Responsibility Codes / Set-up • Creating Financial Responsibility Tables • Creating Employer Groups • Service Categories / Creating Service Categories • Understanding Benefit Rules / Creating Benefit Rules • Benefit Rule Validation • AI Overlap Rule • Option Master <ul style="list-style-type: none"> ○ Creating Option Master Records / Copying Records • Detail Option Maintenance screen <ul style="list-style-type: none"> ○ Creating Detail Option records ○ Linking Benefit Rules • Tracking Maintenance <ul style="list-style-type: none"> ○ Creating Tracking Maintenance records • Assigning Tracking Codes to Detail Option Record • Benefit Option Set Exceptions
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<p><i>10:00 a.m. – 12:00 p.m.</i></p>	<p>Provider: Vendors</p> <ul style="list-style-type: none"> • Vendors <ul style="list-style-type: none"> ○ Build Vendor Support Tables <ul style="list-style-type: none"> ▪ Address Types ▪ Vendor Types ▪ Vendor AKA Types ○ Creating Vendors/Multiple Addresses ○ Vendor Inloads
<p><i>12:00 p.m. – 1:00 p.m.</i></p>	<p>LUNCH</p>
<p><i>1:00 p.m. – 4:30 p.m.</i></p>	<p>Providers / Pricing of Claims w/in EZ-CAP (setup)</p> <ul style="list-style-type: none"> • Fee Sets/Schedules • Understanding Fee Set Assignments • Fee Set Assignment Utility • Understanding Fee Schedule Inload • Single/Component Unit Schemes • Service Modifier Sets/Tables • Creating RBRVS Geographic Adjustment Factors • Providers Codes & Types • Creating Account Numbers • Creating Providers / Multiple Addresses • Withhold Setup • Tax Withhold Setup • Provider Inloads
<p><i>4:30 p.m. – 5:00 p.m.</i></p>	<p><i>Wrap-up (Q&A)</i></p>

Day 3

<p><i>9:00 a.m. – 12:00 p.m.</i></p>	<p>Eligibility</p> <ul style="list-style-type: none"> • Member Codes & Types • Subscribers • Responsible Party • Creating a Member / Multiple Addresses <ul style="list-style-type: none"> ○ Assigning Member Outside IDs ○ Assigning Member Conditions ○ Assigning EZ-Alerts ○ COB Functionality ○ Quick Links • Creating History Transactions • Understanding the Member Benefits module
<p><i>12:00 p.m. – 1:00 p.m.</i></p>	<p>LUNCH</p>

<p><i>1:00 p.m. – 4:00 p.m.</i></p>	<p>Review</p> <ul style="list-style-type: none"> • Configurations • Users & Security • Codes & Types • Build Checklist • Discuss Member Inload Specifications & Architecture • Discuss Provider Inload Specifications & Architecture • Discuss Vendor Inload Specifications & Architecture
<p><i>4:00 p.m. – 5:00 p.m.</i></p>	<p><i>Wrap-up (Q&A)</i></p>

1.5 Requirements, Design, Configuration and Customization

The Proposer must provide their proposed system design, development and testing approach for the MCCS project in Section 2.4.5 (Requirements, Design, Configuration and Customization) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

- a) The software implementation approach that the Proposer will apply to the MCCS Project (appropriate to the scope, magnitude, and complexity of the solution) that includes, at a minimum, the concept stage, requirements stage, design stage, development stage, test stage, installation implementation, go-live, immediate post go-live, and high level timeframes

Our Release Management follows standard system development lifecycle methodologies and consists of six key components, from planning through installation. The six components are:

3.1 Planning

- Change Request
- Backlog Management
- Prioritization

3.2 Packaging

- Initial Packaging
- Package Analysis
- Package Documentation

3.3 Analysis

- Detailed Functional Analysis for Maintenance and Development
- Detailed Technical Analysis

3.4 Implementation

- Coding Changes
- Unit Testing
- String Testing
- Training and M&P

3.5 Testing

- Function Testing
- Regression Testing
- System Testing
- Installation Testing
- Setup Testing

3.6 Installation

- Promotion into Production
- Monitoring System Stability
- Post Installation Follow-up

Only after our product, QA, development teams have completed this steps are solutions packaged for client delivery.

b) Description of the design and development (configuration) approach and methodology

Phase	Description	Outcome
Initiation	The initiation process authorizes the overall project. In this phase, project objectives are established, scope is defined, and responsible parties and deliverables are identified.	<ul style="list-style-type: none"> ▪ Stakeholders identified ▪ Overall understanding of the project including scope, responsibilities and deliverables ▪ Initial requirements gathering and documented
Planning	The defining and refining of the best courses of action to take to attain the project objectives. Project management plan is developed, including finalizing the individual plans for – cost, scope, time, quality, communication, risk and resources. Requirements finalization and signoff.	<ul style="list-style-type: none"> ▪ Approach for all project elements is documented and understood ▪ Requirements finalized
Executing	Project deliverables are developed and completed while adhering to the Plan developed in the prior phase. May occur simultaneously with Monitoring and Controlling phase.	<ul style="list-style-type: none"> ▪ Defined and agreed upon deliverables ▪ Deliverables completed ▪ Users Trained ▪ System Configured ▪ System Tested
Monitoring and Controlling	Ongoing process of measuring the project performance and progression with respect to the project management plan. Will occur simultaneously with all other project phases.	<ul style="list-style-type: none"> ▪ Project management plan worked through to completion
Closing	Formal closure of the implementation project takes place.	<ul style="list-style-type: none"> ▪ Acceptance and sign off on completed deliverables ▪ Transfer from Implementation to Operations ▪ Project close out

1.6 Data Conversions

Proposer's response to this Section shall be provided in Section 2.4.6 (Data Conversions) of Appendix U (Detailed RFP Requirements Response Form).

- a) **Based on your previous experience with similar engagements, describe the methodology, tools, and processes that will be utilized in mapping, standardization, conversion, and validation of legacy data to the proposed MCCS. In addition, address the following separately identified sub- questions.**

Our development team will do a thorough analysis of the current system. Once this is completed the developers will complete a data map and communicate any gaps. This analysis will include:

1. Identify whether data cleaning is required in source database.
2. Make sure the structures of the source and destination databases in Dev/QA environments are in sync with that of production.
3. Identify the master data and the transactional data need to be uploaded.
4. Identify the various tables and fields from source that need to be mapped to the destination and prepare mapping document.
5. Identify the Key fields need to be stored from the source.
6. Identify the mandatory fields as per business needs from both source and destination systems. This is the case when one to one migration is not involved.
7. Decide the formats for some specific type of fields like Date, Phone, decimal and Currency etc. Once it is decided, the respective transformation logic needs to be applied from source to destination.
8. Decide upon using the fixed length characters or data in the source need to be carried out to target as is or not. Ex: Char to Varchar or vice versa, one date type to the other.
9. Identify the fields that could have special characters and prepare a strategy how to handle them while transferring to destination.
10. Determine the sequence in which the data to be loaded. This is very important when multiple tables are involved with relation between them as parent to child for multiple levels. In this case the data transfer for the child table at the lowest level in the hierarchy needs to be transferred first followed by the ones that are in the next upper level and so on.
11. Different strategy might be required to be adopted if the data migration is not straight forward. The strategy may include considering a staging area and running some scripts on that area before transferring data from Staging to destination.
12. In the case of very high volume of data is involved, buffer for tempdb database and storage capacity need to be looked into and take appropriate measures to handle the possible resource shortage issues.
13. Identify the additional tables that need to be created for additional master or business data from source that don't have any mapping from any of the standard available tables.

14. Some lookup tables may have to be created if required and the strategy to be followed to upload data in the lookup tables.
15. Decide on the error and /or success output report that is needed after loading of the data.
16. Identify the key performance indicators of the business for measuring the success of the migration.

i. What are the typical challenges encountered during this mapping?

The biggest challenge is normal getting the appropriate access to the current system. The team will need VPN access to the legacy database server

ii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

We communicate access needs early on with our issues logs and project schedules. We are trained to stay ahead of project issues. We believe many issues will never materialize due to our through planning and communication efforts.

iii. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

The current process is very effective.

b) Discuss whether the proposed MCCA contains tools to facilitate conversion, or whether you expect to use additional software to support the conversion effort. In addition, address the following separately identified sub-questions,

Conversion of data can be included in the scope of implementation of EZ-CAP. No additional software should be needed to facilitate conversion.

i. If you expect County to have or to acquire additional software to support the conversion effort, then describe the additional software requirements.

Not anticipated to be needed.

ii. What are the typical challenges encountered when using the data conversion tools?

Conversion is typically a time-intensive process, depending on what data is to be converted

iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

We will work with the county to identify a complete and specific scope to the conversion process. If we begin with a detailed understanding of what is expected, most challenges are minimized

iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

The current process is very effective

1.7 Quality Management Plan

Proposer shall present a comprehensive Quality Management Plan to be utilized to ensure the required Services are provided as specified in the Statement of Work (Appendix M, Exhibit A) The plan shall provide details of Proposer’s approach to measuring and maintaining high quality services, including an identified monitoring system covering all the Services set forth in the RFP and methods for identifying and preventing deficiencies in the quality of Services, Specifically, Proposer shall include the following information for its Quality Management Plan in Section 2.4.7 (Quality Management Plan) of Appendix U (Detailed RFP Requirements Response Form):

- a) **Describe the quality assurance methodology/program that will be utilized in your project approach, in sufficient detail for County to understand how this methodology/program works and why it is well suited to County’s needs.**

Quality measures are built into the tools and templates we utilize in our implementation methodology. It is the main objective of the monitor and control stage of the implementation. This stage runs in parallel to all other stages. This methodology is built on recommendation of the Project Management Institute (PMI). The use of the tools and templates provides the foundation for quality application and measurement.

- b) **Describe how the quality assurance methodology/pro will address each of the key performance criteria of timeline, budget, and scope.**

Milestones are built into every schedule. The schedules are base-lined and critical path items are identified and communicated. Budget reports are provided monthly and include estimates to complete. The scope statements are developed with an approved by the chartered project ownership. Any deviancies are reports through meeting, email, and status reports.

- c) **State the proposed metrics for reporting on quality, which includes monitoring methods to be used as well as the frequency of the monitoring. Also, describe and include samples of forms to be used in monitoring.**

The following tools and templates are used to in all project delivery to ensure quality:

- Project Charter
- Internal Project Kickoff
- External Project Kickoff
- Resource Plan
- Roles and Responsibilities
- Project Team Roster / Contact List
- Master Test Approach
- Training Strategy Plan
- Project Management Plan
- Project Schedule
- Gap Assessment

- Business Requirements Matrix
- Business Outcomes Measurement
- Defect Management Plan
- Environment Strategy Document
- Environment Tracking
- Build Tracker
- Interface/Trading Partner Inventory
- Report Inventory
- Letters Inventory
- Cutover Plan
- Project Task Check-list
- Steering Committee Meeting Presentation
- Client-Facing Status Report
- Project Change Request
- Project Initiation and Delivery
- Process flows for software delivery

d) Provide the title/level and qualifications of personnel performing monitoring functions.

It is the responsibility of the Implementation Manager to own the monitoring and control functions of our project implementations. Our implementation Managers have over 60 years combined experience in Healthcare IT.

e) Include a plan to file all monitoring results, including any corrective action taken.

Any noted risks to project quality will be recorded in the project workbook. This would also include any corrective action needed, lessons learned, avoidance plan and any dependencies to other areas.

f) Describe activities to be monitored to ensure compliance with all Agreement requirements.

All activities will be monitored including:

- Contracting
- Procurement
- Installation
- Training
- Configuration
- Testing
- Go-live
- Support

g) Describe your experience with similar engagements as it relates to the use of such quality assurance methodology/program.

Our past experience has shown us that this QA methodology is an effective one. By running parallel to all other implementation activities, potential issues are identified and corrected before they become problems.

h) Based on your previous experience with similar engagements, what are the typical challenges involved in utilizing the proposed quality assurance methodology/program?

The potential exists for delays in the overall implementation process if the QA process is not correctly aligned with the implementation activities. When resources are not properly aligned, the process loses efficiency

i) What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

By ensuring that all implementation and QA resources are involved in the development of the project plan, and are actively involved in all status update meetings, we ensure continued alignment of the processes.

1.8 System Testing

Proposer's response to this Section shall be provided in Section 2.4.8 (System Testing) of Appendix U (Detailed RFP Requirements Response Form).

a) Describe the system testing methodology you will utilize to ensure appropriate testing of system functionality, data integrity, and system performance (whether performed by Proposer or a third party) across all testing stages, in sufficient detail for County to understand how this methodology works and why it is well suited to County's needs. In addition, address the following separately identified sub-questions.

i. Describe testing stages in sufficient detail.

Every quarterly release goes through multiple stages of quality assurance prior to general release.

1. Initial review of code and cross-modular impact by Programming Teams.
2. Functional, System, Unit, and Regression testing performed by QA Teams across all applications.
3. Business/Use Cases recorded and test cases ran during the final testing cycle of the build.
4. Reviews by Product and Documentation Teams to ensure continuity of processing and thoroughness of supporting documents.
5. Package each release accordingly along with Release Notes which contain pertinent information regarding the release; list of enhancements, list of fixed defects, list of table/screen changes within the application, installation guide, and any other special notes regarding the release. Client beta testing as applicable based on client-specific enhancements and major functional releases.

ii. Sufficiently outline how the system testing methodology provides for adequate verification of accurate system performance (whether performed by Proposer or a third party).

User Acceptance Testing is the responsibility of the client. Testing the process by which the client will approve that all configuration is operating as intended and that all requirements are met. The requirements tracker will be used to ensure the master test approach will include test scripts for all requirements at a minimum.

iii. Describe how the system testing methodology incorporates unit, integration, and system test phases.

The Quality Assurance department is devoted to a systematic process of testing our EZ-CAP Suite of Products. QA works closely with the Product and Development teams to make sure the features being added to the software meet the requirements that are set forth by our Product Specialist. The goal in the QA department is to catch defects before the final product is released to our clients. The tracking and reporting tools our Quality Assurance department utilizes to measure the quality of our software is HP Mercury Quality Center, Test Director and HP UFT for automation. The staff in the Quality Assurance department is fully trained in using these applications to record Functional Requirement Documents, capture test cases, as well as discover and track defects of the software. QA is comprised of individuals who are certified in several areas ranging from Healthcare IT Certification, Mercury Quality Assurance Certification, Certified Technical Training, Software Quality Assurance Certification and ISO 9001:2000 certified company with CMMI Initiative. The main objective of our Quality Assurance department is to maintain the highest level of customer satisfaction through continuous improvements in quality, delivery, and service.

iv. Describe the proposed strategy for implementing and maintaining an adequate test/staging environment.

The solution includes a production, training, test, and development environment. All configuration and/or software changes occur first in the development environment by the technical teams. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment.

v. Outline roles and responsibilities for all work involved in the testing process.

The client will identify a testing lead. The testing lead will develop the Master Test Approach (Test Plan). The plan will outline the overall approach for all testing activities. It will consist of the following at a minimum:

- Testing team roster
- Requirements
- Test Scripts
- Pass/Fail criteria

- Defect Reporting/Management
- Communication methods

vi. Describe a sample test plan that illustrates timing of test activities relative to ongoing implementation activities and/or describe the proposed process to develop and implement a comprehensive test plan.

Testing is included in an overall project plan that is delivered to the client at the beginning of the implementation process. When changes are ready for testing, the changes are then promoted to the test environment for end-user acceptance testing. If problems are discovered, they are corrected in the development environment, tested and then promoted to the test environment again and until at which time end-user acceptance testing is complete. At that point, changes are promoted to the training environment where training will occur (if necessary) and then finally to the production environment. Much of this testing happens concurrently with other implementation activities in order to ensure a short, but effective implementation.

vii. Describe how the system testing methodology incorporates penetration testing, and system and application security testing.

Functional, System, Unit, and Regression testing is performed across all applications.

b) Describe your experience in executing the proposed system testing methodology, In addition, address the following separately identified sub-questions.

i. Describe the use of automated testing, remote testing, or any other approaches that might reduce the complexity of or time required for the implementation.

We do a large amount of testing on our end in order to reduce the amount required by the client. At the beginning of the project, a detailed plan is developed, which includes testing. By incorporating it into the project plan, we can ensure that implementation time due to testing is minimized.

ii. Based on your previous experience with similar engagements, what are the typical challenges encountered during the various testing phases?

The greatest challenge to user acceptance testing is usually in training the users on how to test. We use a number of templates and tools to help simplify this task. Once our team works through the development of a couple of scripts with the client their comfort level increases.

iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

The tools and templates we use during our facilitated workshops are critical to minimizing challenges.

iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

No improvement currently needed.

v. Describe your company’s prior experience in implementing this development model for similarly sized clients.

WE assist all clients in the testing experience. It is critical to project success. We have found that on-site testing kick-off meeting can be very beneficial. The kick-off is designed so that all testers receive the same communication and can ask any questions.

1.9 Go Live Preparation

Proposer’s response to this Section shall be provided in Section 2.4.9 (Go Live Preparation) of Appendix U (Detailed RFP Requirements Response Form).

a) Describe your County-specific approach and methodology for completing the rollout and post implementation support effort, In addition, address the following separately identified sub- questions.

Go-live planning should consider a number of factors and be carefully planned. Go-live support plans should include the following components:

- Communication plan
- Team Roster
- Task Plan
- Status Check-point Meetings
- Escalation Process
- Project Hotline
- Rollback plan (if applicable)

Our project team will be on-site for go-live. We will assist managers and user record any issues encountered and escalate as needed.

i. Describe the tasks to be performed.

At a high-level the following task will be completed:

- Back-up test databases
- Verify production databases are up and ready
- Create/Modify desktop shortcuts
- Move/script data as defined in cut-over plan
- Business Validation
- Approve for user access
- Begin production work in new system

ii. Based on your previous experience with similar engagements, what are the typical challenges involved in completing the rollout and post implementation support effort?

It will be critical that the business is able to validate the system is performing as designed.

iii. What are mitigation strategies or steps to address the typical challenges identified above that you have used effectively?

Communicating needs at expectations clearly to business owners.

iv. Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

Our current process works very well. We continually solicit feedback from our clients and make modifications as needed.

b) Describe your approach for go-live preparation, including a description of anticipated County involvement.

We will work in conjunction with the county to ensure all necessary steps are documented. We will clearly communicate task ownership to the go-live tasks. As tasks are completed dependency task owners are notified. The county will be expected to validate system and approve release to the users.

1.10 Production Support and Transition

The Proposer must provide its proposed production support and transition approach for the MCCS project in Section 2.4.10 (Production Support and Transition) of Appendix U (Detailed RFP Requirements Response Form). This information must include at least the following:

a) Description of transition from development and pilot to production.

Implementation will remain on the project through go-live until such time that no critical issues occur. The client's account manager will also be introduced at this time. Finally, the client is transitioned to Support for any and all needs

b) Description of ongoing maintenance and support capabilities, tools, and processes.

Maintenance and support are included at no extra charge to the client. Support is available via phone, web, and email. Telephone support hours are Monday through Friday, 5am-5pm PST. Clients can log questions/issues into a web portal and track the status and resolution of their tickets.

1.11 Anticipated Risks/Assumptions

Proposer shall identify those areas of the MCCS implementation, including Services, which constitute the highest risks (e.g., system failures, system delays) and discuss the Proposer's approach to management and mitigation of those risks.

County will rely upon representations made in the Proposer's Proposal. Proposer should identify assumptions and dependencies on which it has based its Proposal, including assumptions regarding County personnel, financial, or operational retained responsibilities. Proposer shall clearly specify the impact on price, schedule, or functionality (including service levels) due to any of its assumptions. If no impacts are specified, then Proposer shall be barred from subsequently raising such issues as impacting price, timelines, or quality. Proposer shall provide its response to this Section in Section 2.4.11 (Anticipated Risks/Assumptions) of Appendix U (Detailed RFP Requirements Response Form).

Risks

Resources – Competition of resource time at County between their “day jobs” and the EZ-CAP Implementation project.

Present State Process Documentation – the lack of documentation of current state processes (and the lack of desire to spend time documenting) could lead to some misunderstanding of current processes and how they need to be handled in the new system.

Data Integrity (if applicable) – Without insight into current system, there could be the risk of having to do some data cleanup before completing any data conversion or data inload activities.

Assumptions

County will document and provide all system requirements.

County will provide resources to complete the required Configuration and Testing activities as directed by Allscripts SMEs and Leads.

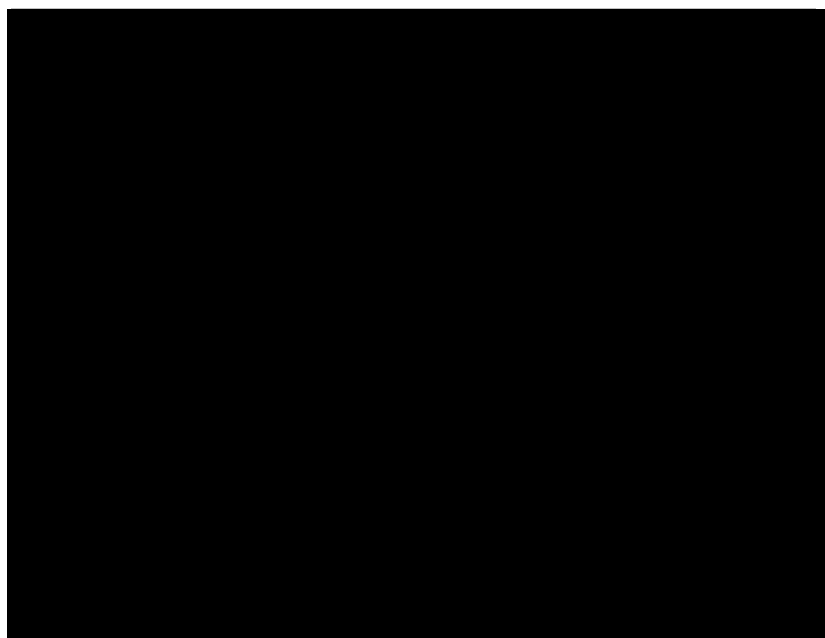
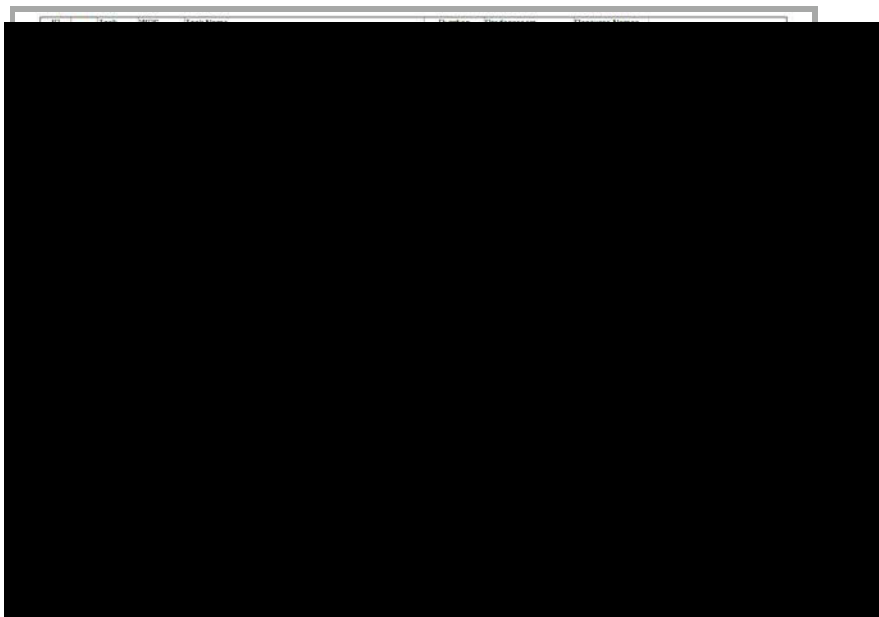
Allscripts will follow a “train the trainer” approach and County will train all end users.

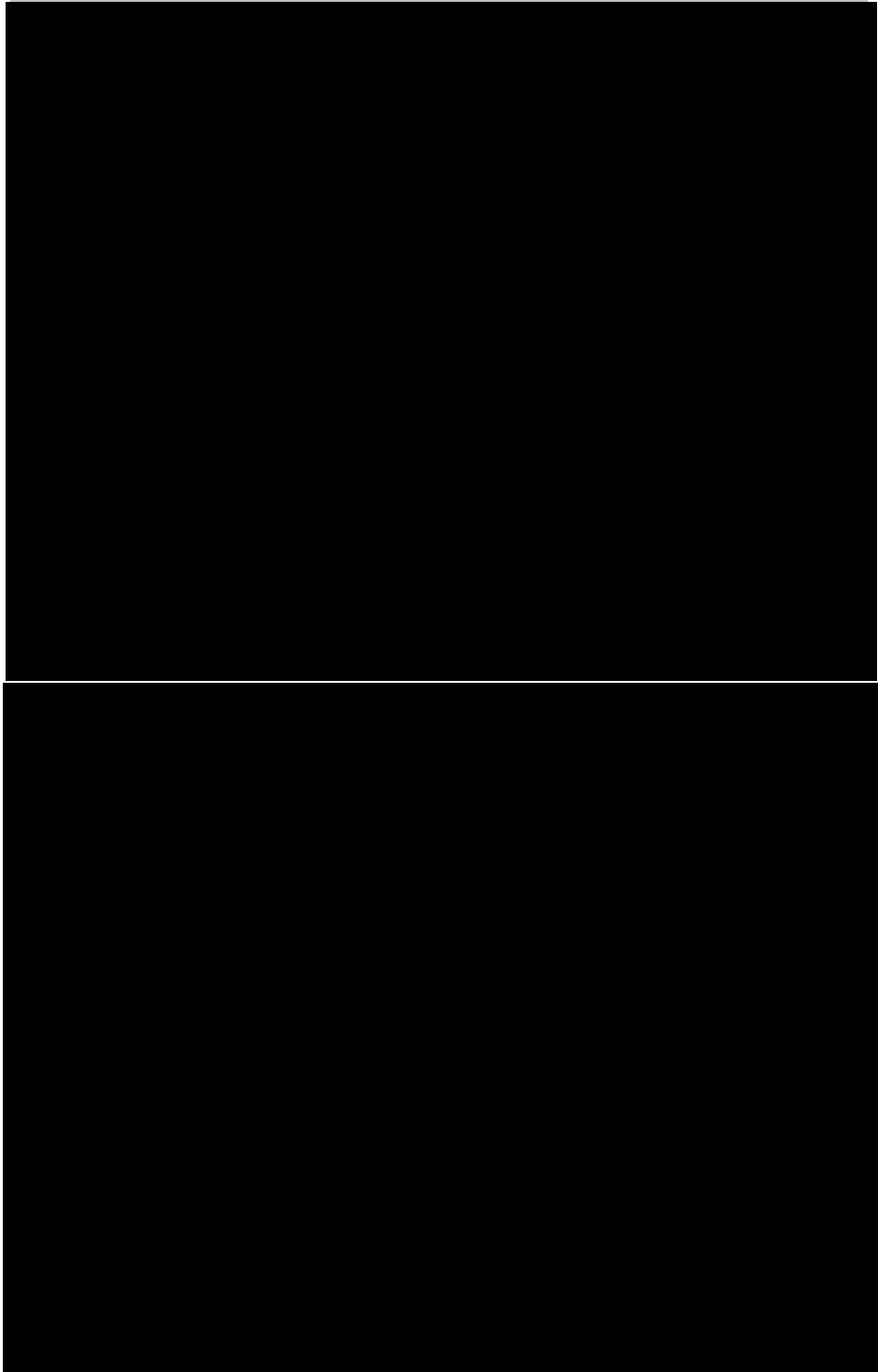
County will update technical infrastructure as necessary to meet all system requirements.

Attachment J-1.1(g) – Project Schedule

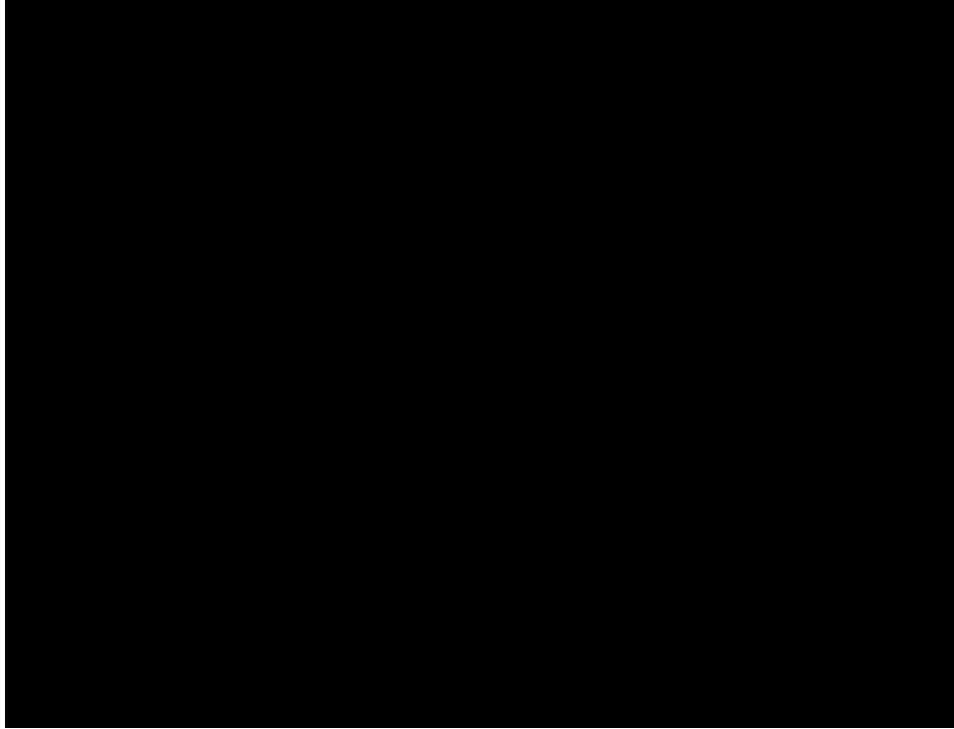
Detailed Project Schedule. Provide a detailed project schedule and resource plan for all roles on the project (i.e., Proposer, County, and any applicable third parties), including total hours by phase and stage. The project schedule shall be informed by the approach utilized in the sample Appendix G (Sample Proposed Project Schedule). The project schedule shall include overall timeline, tasks, durations, key deliverables, and key milestones. Proposer shall provide its detailed project schedule and resource plan as “Attachment J-1.1(g) (Project Schedule).”

Please refer to the sample screen shots below, as well as the EZ-CAP Basic Schedule document, which immediately follows this section.





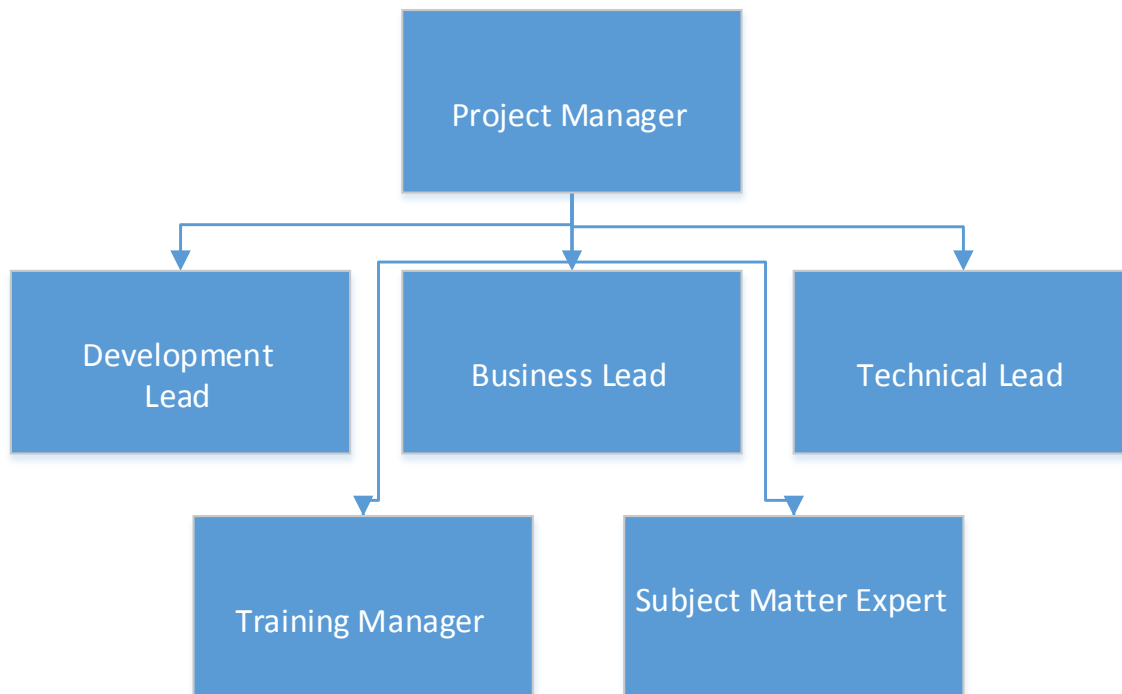




Attachment J-1.1(h) – Proposer’s Project Organizational Chart

Proposer shall provide a detailed staffing plan including a proposed Project organizational chart as “Attachment J-1.1(h) (Proposer’s Project Organizational Chart)” that will ensure full compliance with the resultant Agreement’s requirements and the Proposer’s stated methodology for providing Services as stated in the RFP.

The project will be led by a Project Manager. The core team will consist of the Project Manager, Development Lead, Business Lead, and Technical Lead. These leads will provide all training and configuration support. As a functional organization the leads will bring in subject matter experts as needed to support the project and product delivery. A typical project team has a combination of over 40 years of healthcare experience.



Attachment J-1.2 – Contractor Key Personnel Resumes

Resumes are required for Contractor Key Personnel. All resumes for each Contractor Key Personnel shall be included as Attachment J-1.2 (Contractor Key Personnel Resumes).

At this point in time we cannot advise as to which resources will be dedicated to this project. We have provided below criteria that our typical project implementation team possess.

- (f) The academic background, covering all post high school education, including the name of the institution(s) and dates of attendance;**

Members have advanced degrees in Healthcare Administration as well as Project Management Professional Licensure.

- (g) The experience background, including the number of years experience, position titles, and functions, while gaining experience in the provision of Services to be provided under the Agreement. Resumes must include relevant MCCS software implementation experience.;**

Our typical project implementation team has a combined over 60 years of healthcare IT experience. 100% of the team members have worked for a healthcare payer/provider.

7. Appendix K – Administrative Requirements

1.0 Administrative Requirements

1.1 General Qualifications

Proposer's response to this Appendix K (Administrative Requirements) must be provided in Section 2.5 (Appendix K (Administrative Requirements)) of Appendix U (Detailed RFP Requirements Response Form), and no appendices or specific references to additional information will be accepted.

Proposer's RFP response to the Administrative Requirements must contain the following components in the order specified below. In addition, all supporting documentation required under this Appendix K (Administrative Requirements) shall be submitted as Attachment K (Administrative Requirement Documents).

1.1.1 Experience and Background

Please provide responses to the following information in Section 2.5.1 (General Qualifications), Section 2.5.1(i) (Experience and Background) of Appendix U (Detailed RFP Requirements Response Form):

1. **Describe in detail the firm's experience in providing the same or substantially similar MCCS (as defined in this RFP) and Services (as defined in Appendix M (Required Agreement)) requested in this RFP. Identify the number of years that Proposer has been providing such MCCS and Services, including Hosting Services.**

The EZ-CAP suite of software dates back to 1987 and was one of the first systems designed to support claims and benefits administration for managed care organizations. Since then, 100s of companies in the US and worldwide have built businesses around the EZ-CAP suite of products. EZ-CAP supports IPAs, MSOs, TPAs, Hospital Systems, and Government Entities with membership counts that range from 100 to over 600,000.

2. **Explain why Proposer is uniquely positioned, as compared to the competitors, to provide the MCCS and Services to County. Identify what you believe are the top five (5) differentiators in your firm's project approach, as compared to your competitors.**

1. EZ-CAP has nearly 3 decades of experience in the managed care industry.
2. Almost 80% of our clients are in California, giving us incredible insight and experience into the unique environment on managed care in the state.
3. The solution is incredibly scalable and is able to grow along with our clients.
4. We have a local office in Valencia, CA and can routinely provide onsite service and support.
5. The EZ-Suite of solutions is exceptionally configurable and can be setup to the specifications that completely meet the County's needs.

3. Provide the following detailed statistics on your business:

- (a) Total number of customers (and indicate the trend over the previous 3 years); percentage of customers across various software modules/products;

The Allscripts Client Base



Citra has approximately 110 clients. This has grown by roughly 10% over the last 3 years

- (b) Types of lines of business supported by your proposed MCCA (e.g., Medi-Cal, Medicare, etc.);

The EZ-CAP system supports a variety of lines of business including Medi-Cal/Medicaid, Medicare, Commercial, and Self-funded.

- (c) Average membership size of customers using the proposed MCCA;

EZ-CAP supports clients with as few as 100 members and as many as 600,000 members.

- (d) Names and number of California customers currently using the proposed MCCA, and the number of Medi-Cal customers using the proposed MCCA;

Although we do not release the names of our individual clients without their permission, the number of CA users of EZ-CAP is 49, with 25 using the system for Medi-Cal.

- (e) Number of proposed MCCA installations currently in progress and number of planned installations through December 2016.

We are currently performing 3 implementations of the EZ-CAP system, with an estimated additional 10-15 through December 2016

- 4. Describe your firm’s long term vision, including a five (5) year development plan for the proposed MCCS. Also describe your firm’s web development plans, including a description of the proposed MCCS’ current web-based capabilities and a vision of how the web will be integrated into the proposed MCCS, if not currently integrated.**

We plan to enhance the EZ-CAP software in order to continue to be able to serve the needs of our clients. These enhancements include compliance with rapidly changing state and federal regulations as well as new capabilities to give our clients the ability to continue to prosper in the changing healthcare environment. EZ-CAP is a .net based platform and will continue to be so in the future.

- 5. Explain your firm’s strategy for accepting and integrating current and future federal and State-level requirements, including HIPAA requirements (e.g., identifiers), into the proposed MCCS. Describe how your firm would approach, react to, and upgrade the proposed MCCS to integrate these requirements to ensure regulatory compliance.**

Our compliance department is charged with keeping up-to-date with all current and upcoming federal and state regulations and requirements, especially HIPAA. Enhancements to our software needed for compliance with these requirements take the highest priority in our development plan and we ensure that all of our software is in line with current regulations.

- 6. List the major enhancements that have been released since November 2011 for your proposed MCCS. Indicate how often major releases and maintenance/patch releases are made available and how your firm prioritizes the functionalities that are included within each cycle.**

New releases occur twice each year and patch release occur quarterly. Regulatory changes/compliance are given the highest priority, followed enhancements that will benefit the largest number of clients and finally we work to ensure that any client-specific enhancement requests are considered and developed.

- A number of regulatory enhancements have been made since November 2011, including full ICD-10 compliance
- EZ-CAP is now a .net based application and is offered as both a hosted and client site application
- Many enhancements have been made to all modules in the EZ-CAP system that provide increased functionality, efficiency, scalability, and configurability

1.1.2 Performance History

Please provide responses to the following information in Section 2.5.1 (General Qualifications), Section 2.5.1(ii) (Performance History) of Appendix U (Detailed RFP Requirements Response Form):

- 1. Prospective Contractor References. Proposer shall complete and submit the form listed in Appendix O (County Required Forms), Exhibit O-2 (Prospective Contractor References). It is the Proposer’s sole responsibility to ensure that the reference firm’s name, and point of contact’s name, title, phone number and fax number/e-mail address for each reference is accurate. Proposer will ensure that County is able to have appropriate access to any customer listed. County is not responsible if unable to reach the point of contact with reasonable effort.**

County prefers references of public healthcare customers with similar characteristics (e.g., geography and scale), as well as implementations with comparable MCCA elements to those identified in this RFP, and customers similar to Managed Care Services Division of the Los Angeles County Department of Health Services (DHS) using either the current, or one prior version of the MCCA.

Proposer shall provide a list of five (5) of its customers to which it is providing or has provided MCCA and Services, including at least three (3) customers implemented within the last three (3) years. Proposer will include a brief description of the services provided for each customer. Proposer will include a customer contact name, title, address, and phone number for each of the provided references.

County may disqualify a Proposer if:

- references fail to substantiate that Proposer, as an entity, provided the services; or
- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- DHS is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the references' point of contact of County's normal working hours – Monday through Friday, 8 a.m. – 5 p.m. local time.

Allscripts acknowledges all of the above.

2. Legal Disclosures. Proposer shall disclose the following:

(a) Debarment

- (i) Disclose if Proposer or any of its parents or subsidiaries have ever been debarred from bidding on any public (e.g., federal, State, County, city) or private entity contracts anywhere within the United States of America. Provide a listing of debarments and a detailed description of each circumstance, if any.
- (ii) Disclose if Proposer or any of its parents or subsidiaries have been notified of a pending debarment from bidding on any public (e.g., federal, State, County, city) contracts. If yes, provide a detailed description of each circumstance.

Allscripts acknowledges all of the above.

(b) Suspension

- (i) Disclose if Proposer or any of its parents or subsidiaries have ever been suspended from participation in bidding on any public (e.g., federal, State, County, city) contracts. If yes, provide a detailed description of each circumstance.
- (ii) Disclose if Proposer or any of its parents or subsidiaries have been notified of a pending suspension from participating in bidding on any public (e.g., federal, State, County, city) contracts. If yes, provide a detailed description of each circumstance.

Allscripts acknowledges all of the above.

(c) Prequalification

Disclose if Proposer or any of its parents or subsidiaries have been pre qualified for participation in bidding on any public (e.g., federal, State, County, city) contracts. If yes, provide a detailed description of each circumstance.

Allscripts acknowledges all of the above.

(d) Litigation, Arbitration, or Regulatory Investigations or Actions, Consent Orders, or Restrictions

- (i) List all current, pending, or former (in the past five (5) years) litigation, arbitration, or regulatory investigations or actions, consent orders, or restrictions involving your company, any of your affiliated entities (including any parent, subsidiary, or company acquired by merger or acquisition), any predecessor company, or their officers, directors, or principals that may impact or relate in any way to the MCCS or Services contemplated in this RFP.**
- (ii) List all current, pending, or former (in the past five (5) years) litigation, arbitration, or regulatory investigations or actions, consent orders, or restrictions involving your company and filed by a customer claiming that the subject services and/or product failed to properly perform or that your company failed to provide promised services. Provide a detailed description of each circumstance and identify a customer contact for each customer that filed such a claim.**
- (iii) Identify by name, case, and court jurisdiction any pending or threatened litigation in which Proposer, any of its affiliated entities (including any parent, subsidiary, or company acquired by merger or acquisition), any predecessor company, or their officers, directors, or principals, is a party named and any judgments against Proposer in the past five (5) years. Provide a statement describing the size, scope, and subject of any pending or threatened litigation against Proposer, any of its affiliated entities (including any parent, subsidiary, or company acquired by merger or acquisition), any predecessor company, or their officers, directors, or principals.**
- (iv) Identify any Proposer’s senior management who have been indicted or convicted of any felony or other criminal conduct. Provide a detailed description of each circumstance.**
- (v) Identify any pending or threatened litigation or regulatory enforcement action that your company has deemed to present a “material” (as that term is used in the context of audits) risk to the company. Provide a detailed description of each circumstance.**

Allscripts acknowledges all of the above.

(e) Third Party Ownership Interests

Identify all third party software and hardware (including the owner, licensor, and/or seller thereof) that is bundled into or is a component of the proposed MCCS and Services. Proposer shall certify it has obtained all necessary licenses, ownership rights, or other rights to such software and hardware including the right to license to County and for County to use for the duration specified in the resultant Agreement.

Acknowledged.

(f) Failure or Refusal to Complete a Contract

Provide details of any failure or refusal to complete a contract.

Acknowledged.

1.1.3 Financial Capability

Provide copies of the company's most current and prior two (2) years (e.g., 2012, 2013, etc.) financial statements as part of Attachment K (Administrative Requirements Documents). Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

Acknowledged.

1.1.4 Insurance Requirements

Proposer shall include a statement that it will comply with and meet all insurance requirements listed in Section 25 (Insurance) of Appendix M (Required Agreement) in Section 2.5.1(iv) (Insurance Requirements) of Appendix U (Detailed RFP Requirements Response Form). Proposer shall also include a copy of its current certificates of insurance as part of Attachment K (Administrative Requirement Documents).

Acknowledged.

1.1.5 Willingness to Provide Other Information

Proposer shall provide a statement as to its willingness to provide County with any other information County determines is necessary for an accurate determination of the prospective Proposer's qualifications to provide the MCCS and Services in Section 2.5.1 (General Qualifications), Section 2.5.1(v) (Willingness to Provide Other Information) of Appendix U (Detailed RFP Requirements Response Form):

Acknowledged.

1.2 Proposer Use of Subcontractors

Proposers who are intending to use subcontractors shall provide County with the following information in Section 2.5.2 (Proposer Use of Subcontractors) of Appendix U (Detailed RFP Requirements Response Form):

- 1. Detail which subcontractor(s) will be used.**

Acknowledged.

- 2. Describe how you plan to engage, orient, and manage subcontractors.**

Acknowledged.

3. **Indicate if the subcontractor has been used before by Proposer for similar implementations.**
Acknowledged.
4. **Describe the qualifications of the subcontractor.**
Acknowledged.
5. **Indicate what percent of the total work to be performed will be sub-contracted to other firms.**
Acknowledged.
6. **Indicate if this is a normal practice in Proposer's business model.**
Acknowledged.
7. **Provide any other policies and procedures related to subcontractor engagement, work standards, monitoring, oversight, and termination.**
Acknowledged.

1.3 Performance of Services Outside the United States

If Proposer intends to use resources outside the United States, including Proposer affiliates and subcontractors, then this section of the response to these Administrative Requirements shall include specifically numbered responses to each of the questions, including all subparts, set forth below. Provide Proposer's response to this Section in Section 2.5.3 (Performance of Services Outside the United States) of Appendix U (Detailed RFP Requirements Response Form).

1. **Identify the name, telephone number, and primary business address for each resource/entity outside the United States. Include any d.b.a.'s (doing business as) for the entity.**

InteQ Software Pvt. Ltd
+91-40-23552931
1365 Road No. 45
Jubilee Hills, Hyderabad 500033 India
2. **Provide a narrative describing the background, history, services, and corporate organization of the resource/entity outside the United States.**

InteQ has been providing supplemental development and installation services for the EZ-CAP suite of solutions for approximately 10 years. InteQ is a privately held company.
3. **Identify whether the resource/entity outside the United States has a physical presence in the United States (e.g., business offices, affiliates, etc.).**

InteQ does not have a physical presence in the United States.

4. Provide a description of the management processes used for managing and coordinating resources outside the United States.

InteQ provides a staff dedicated to the support of the EZ-CAP suite of solutions. InteQ resources are managed and projects are coordinated through the IT department of Allscripts Solutions. US based resources are involved in scoping and project managing all project assigned to InteQ resources and regular update calls are held in order to ensure that all timelines and deliverables are met.

5. If the resource/entity outside the United States will be providing Services to Proposer as part of proposed MCCA to this RFP, include a copy of that resource's/entity's disaster recovery plan, including revision history.

InteQ will not be providing services directly to LA County. They will support the installation and configuration of the EZ-CAP software at the hosting site.

1.4 Proposer Outside the United States and Off-Site Security Practices and Recommendations

As to any Services provided outside the United States or off-site (i.e., not on location at County), Proposer must provide specifically numbered responses to each of the security questions, including all subparts, set forth below in Section 2.5.4 (Proposer Outside the United States and Off-Site Security Practices and Recommendations) of Appendix U (Detailed RFP Requirements Response Form).

1. Describe the security controls used to protect confidentiality, availability, and integrity of the County's technology environment and information, including:

(a) Describe the physical security controls used to protect the County work environment. Provide details regarding how this strategy addresses isolating County work, protecting the staff, and preventing unauthorized access to the County work environment.

Please see the documents "Appendix K_Question1.4.1 Attachment_Information Access Control and Validation Procedures" and "Appendix K_Question1.4.1 Attachment_Policy on Security Incident Procedures" for a detailed description of the security controls in place to protect the county work environment. Both immediately follow this section.

(b) Describe the logical security controls for network transport, network access control, user access control, workstations, servers, backup solutions, and remote access.

Please see the documents "Appendix K_Question1.4.1 Attachment_Information Access Control and Validation Procedures" and "Appendix K_Question1.4.1 Attachment_Policy on Security Incident Procedures" for a detailed description of the security controls in place in the hosted environment. Both immediately follow this section.

2. Describe the security tools and controls built into the MCCA. In addition, address the following separately identified sub-questions:

There will be two levels of security for login to the system. The first is to the Windows RemoteApp Server, the second is to the EZ-CAP Application itself. We are providing data

encryption at rest via the NetApp Encryption System (NES). NES is the most advanced encryption on the market and deployed at the storage layer via 256bit AES encryption.

(a) Based on your previous experience with similar engagements, describe any best practices you have implemented to improve these security tools and controls.

For operating systems, we patch monthly following Microsoft's release of security patches.

(b) What are the typical security challenges encountered by customers of similar size and/or with similar security requirements as County?

Clients the size of LA County typically have issues with security when the software is hosted on their site. The option being presented here is a hosted solution so no issues should exist with regards to security for the county.

(c) What are mitigation strategies or steps to address the typical security challenges identified above that you have used effectively?

The EZ-CAP Cloud has deployed an advanced Intrusion Prevention System (IPS) which provides 24x7 threat detection monitored by experts in our Security Operations Center (SOC). Driven by global threat data and research, our IPS detects suspicious activity and scans the entire network to identify vulnerabilities before an intrusion occurs.

(d) Can the process you have used in the past to address the typical challenges identified above be improved, and if so, how would you improve the process?

The process is extremely effective.

EXHIBIT W.3

ORGANIZATION DOCUMENTS

The following documents are attached to this Exhibit W.3 (Organization Documents) and are hereby incorporated by reference:

- a. Statement of Information filed with the Secretary of State of the State of California, dated April 13, 2015, for Allscripts Healthcare Solutions, Inc.
- b. Certificate of Status issued by the Secretary of State of the State of California, dated January 21, 2016, for Allscripts Healthcare Solutions, Inc.
- c. Statement of Information filed with the Secretary of State of the State of California, dated July 23, 2014, for Allscripts Healthcare, LLC.
- d. Certificate of Status issued by the Secretary of State of the State of California, dated January 21, 2016, for Allscripts Healthcare, LLC.



**State of California
Secretary of State**

**Statement of Information
(Foreign Corporation)**

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

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F537470

FILED

**In the office of the Secretary of State
of the State of California**

APR-13 2015

1. CORPORATE NAME

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

2. CALIFORNIA CORPORATE NUMBER

C3713891

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
8529 SIX FORKS RD, RALEIGH, NC 27615

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE
SANDY GILLIAM 8529 SIX FORKS RD, RALEIGH, NC 27615

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
PAUL BLACK 222 MERCHANDISE MART PLAZA SUITE 2024, CHICAGO, IL 60654

8. SECRETARY ADDRESS CITY STATE ZIP CODE
BRIAN FARLEY 222 MERCHANDISE MART PLAZA SUITE 2024, CHICAGO, IL 60654

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
RICHARD POULTON 222 MERCHANDISE MART PLAZA SUITE 2024, CHICAGO, IL 60654

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS
NATIONAL REGISTERED AGENTS, INC.

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
HEALTHCARE INFO TECHNOLOGY

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

04/13/2015 SANDY GILLIAM PARALEGAL
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

FILE NUMBER: C3713891
REGISTRATION DATE: 09/24/2014
TYPE: FOREIGN CORPORATION
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of January 21, 2016.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State



State of California
Secretary of State

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STATEMENT OF INFORMATION
(Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

JUL 23 2014

2/20/PC

This Space For Filing Use Only

1. LIMITED LIABILITY COMPANY NAME

Allscripts Healthcare, LLC
8529 Six Forks Rd
Raleigh, NC
27615

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER **200431310052**

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)
North Carolina

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE	CITY	STATE	ZIP CODE
8529 Six Forks Rd	Raleigh		NC 27615
6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE
7. STREET ADDRESS OF CALIFORNIA OFFICE	CITY	STATE	ZIP CODE
		CA	

Name and Complete Address of the Chief Executive Officer, If Any

8. NAME	ADDRESS	CITY	STATE	ZIP CODE

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Richard Poulton	222 Merchandise Mart Plaza, #2024	Chicago		IL 60654
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Dennis Ollis	222 Merchandise Mart Plaza, #2024	Chicago		IL 60654
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
Todd Seiffer	222 Merchandise Mart Plaza, #2024	Chicago		IL 60654

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS
NATIONAL REGISTERED AGENTS, INC. (C1941323)

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
		CA	

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
The company engages in healthcare information technology

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

7/23/2014

Sandy Gilliam

Agent

DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: ALLSCRIPTS HEALTHCARE, LLC

REGISTERED IN CALIFORNIA AS: ALLSCRIPTS HEALTHCARE, LLC

FILE NUMBER: 200431310052
REGISTRATION DATE: 09/10/2004
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: NORTH CAROLINA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 21, 2016.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

MANAGED CARE CORE SYSTEM (MCCS)

REQUEST FOR PROPOSALS

APPENDIX T (MINIMUM MANDATORY REQUIREMENTS)

#MCCS2014

1 REQUISITE EXPERIENCE

In order for a Proposal to pass Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals) and be considered for the remaining phase of the evaluation process, Proposers shall submit a completed, signed version of this Appendix T (Minimum Mandatory Requirements) (“Minimum Mandatory Requirements”) as its Minimum Mandatory Requirements Proposal and submit pertinent documentation and/or written responses as part of its Minimum Mandatory Requirements Proposal in support of the each Minimum Mandatory Requirement (as Attachments). Therefore, Proposer’s Minimum Mandatory Requirements Proposal will consist entirely and solely of its completed, signed version of this Appendix T, all applicable documentation and/or written responses in support of the Minimum Mandatory Requirements and the completed, signed version of Appendix T-1 (Minimum Mandatory Requirements Proposal Checklist). Failure to meet any of the Minimum Mandatory Requirements shall result in a rejection of a Proposal.

Please submit the pertinent documentation and/or written responses in support of each applicable Minimum Mandatory Requirement as separate Attachments to this Appendix T with a specific reference to the Minimum Mandatory Requirement section number pursuant to which such documentation and/or written response is provided.

Proposer must submit copies of the Proposal as specified in Section 4.5.3 (Formatting) of the RFP, within the timeframe provided in Section 1.3 (Schedule of Events) of the RFP.

2 PROPOSER QUALIFICATIONS

The Minimum Mandatory Requirements, as detailed in this Section 2 (Proposer Qualifications), are:

- Comprehensive
- Common Software Architecture
- Implementation Track Record
- Ongoing Support Track Record

2.1 Comprehensive

The Proposer must provide documentation and/or written responses that verify that the proposed Managed Care Core System Licensed Software is comprehensive. Proposer’s response to Minimum Mandatory Requirements in Section 2.1 (Comprehensive) is to be provided in the table below:

#	Minimum Mandatory Requirement	Yes	No
2.1.1	<p>The proposed MCCS contains <u>all</u> of the following modules:</p> <ul style="list-style-type: none"> i. <u>Claims</u> (i.e., Encounters, Claims, and Adjudication, Coordination of Benefits) ii. <u>Correspondence Processing</u> (e.g., Provider and Member Communications, Notice of Action Letters, Remittance Advice, Explanation of Benefits (EOBs), Explanation of Payments (EOPs)) iii. <u>Member Services</u> (i.e., Verification of Eligibility and Benefits) 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	iv. <u>Provider Administration</u> (i.e., Capitation, Contracting, and Contract Reporting, Benefits Management and Shared Risk Modeling) v. <u>Reporting</u> (i.e., Dashboards, Standard and Ad-Hoc Reports)		
	Proposer has provided documentation and/or written responses that verify its response to Minimum Mandatory Requirement #2.1.1 as "Attachment 2.1.1."	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.2 Common Software Architecture

The Proposer must provide documentation and/or written responses that verify that the proposed Managed Care Core System Licensed Software is comprised of software components designed to work together.

Proposer’s response to Minimum Mandatory Requirements in Section 2.2 (Common Software Architecture) is to be provided in the table below:

#	Minimum Mandatory Requirement	Yes	No
2.2.1	The proposed Managed Care Core System Licensed Software is comprised of software components designed to work together.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Proposer has provided documentation and/or written responses that verify its response to Minimum Mandatory Requirement #2.2.1 as "Attachment 2.2.1."	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.3 Implementation Track Record

The Proposer must provide documentation and/or written responses that verify that there are multiple (more than one) customers in the U.S. using the proposed Managed Care Core System Licensed Software to support all the modules listed in Section 2.1 (Comprehensive). Proposer’s response to Minimum Mandatory Requirements in Section 2.3 (Implementation Track Record) is to be provided in the table below:

#	Minimum Mandatory Requirement	Yes	No
2.3.1	The Proposer has completed implementation of the proposed Managed Care Core System Licensed Software for at least three customers in the U.S. within the last five (5) years, including one customer whose primary line of business is Medi-Cal (i.e., Medi-Cal constitutes over 50% of the customer’s membership) and including one customer implemented in a vendor-hosted environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Proposer has provided documentation and/or written responses, including the deployment dates for each customer, that verify its response to Minimum Mandatory Requirement #2.3.1 as "Attachment 2.3.1."	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2.4 Ongoing Support Track Record

The Proposer must provide documentation and/or written responses that verify that the proposed Managed Care Core System Licensed Software has the following support track record for multiple customers in the U.S. using the proposed Managed Care Core System Licensed Software, including successful history of providing application support to customers in a vendor-hosted environment.

Proposer’s response to Minimum Mandatory Requirements in Section 2.4 (Ongoing Support Track Record) is to be provided in the table below:

#	Minimum Mandatory Requirement	Yes	No
2.4.1	The proposed current version or the version immediately preceding the current version of the Managed Care Core System Licensed Software has been in a vendor-hosted production environment for at least 5 customers in the U.S within the last five (5) years, with 3 or more of the 5 customers each possessing at a minimum 500,000 members.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Proposer has provided documentation and/or written responses that verify its response to Minimum Mandatory Requirement #2.4.1 as “Attachment 2.4.1.”	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The undersigned below represents and warrants that he/she is authorized to make representations for Proposer, that the representations are true and correct, and that he/she is authorized to sign for and on behalf of Proposer. Proposals signed by other than the owner of a sole proprietorship, an authorized officer of a corporation, an authorized general partner of a general or limited partnership, or a manager or managing member of a limited liability company must include a power of attorney authorizing the signature.

Proposer's Company Name: Allscripts Healthcare, LLC

Signed by: 

Print Name: Garrick Palmer, CPHIMS

Title: Director of Sales

Date: January 14, 2015

Address: 222 Merchandise Mart Plaza

Suite 2024

Chicago, IL 60654

E-mail: Garrick.Palmer@dbMotion.com

Telephone: 214.497.5405

Fax: 919.800.6658



Exhibit X (County Key Personnel)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT X**COUNTY KEY PERSONNEL**

The following table sets forth the County’s Key Employees as of the Effective Date. Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the body of the Agreement and Exhibit G (Glossary).

Key Employee Name	Project Title
Mitchell H. Katz, M.D.	DHS Director
Tangerine Brigham	Managed Care Services, Deputy Director
Lauren Simmons	County Project Director
Kevin Lynch	DHS CIO
Kayee Chan	County Project Manager

Pursuant to Section 32.3(c) (Notices) of the Agreement, the County Project Director will be located at the following address:

Lauren Simmons
 Chief Information Officer, Managed Care Services
 Los Angeles County Department of Health Services
 1000 S. Fremont Avenue,
 Bldg. A-9 East, 2nd Floor, Unit 4
 Alhambra, CA 91803

Pursuant to Section 32.3(c) (Notices) of the Agreement, the County Project Manager will be located at the following address:

Kayee Chan
 Information Technology Specialist I, Managed Care Services
 Los Angeles County Department of Health Services
 1000 S. Fremont Avenue,
 Bldg. A-9 East, 2nd Floor, Unit 4
 Alhambra, CA 91803

Pursuant to Section 32.3(c)(i) (Notices) of the Agreement, the County Director of Contracts and Grants will be located at the following address:

Kathy Hanks, C.P.M.
 Director, Contracts and Grants Division
 Los Angeles County Department of Health Services
 313 N. Figueroa St, 6th Floor East
 Los Angeles, CA 90012



Exhibit Y (Contractor Diligence and
Information Security Questionnaires)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT Y

CONTRACTOR DILIGENCE AND INFORMATION SECURITY QUESTIONNAIRE

The following documents are attached to this Exhibit Y (Contractor Diligence and Information Security Questionnaire) and are hereby incorporated by reference:

- a) Contractor Diligence and Information Security Questionnaire Blank Form
- b) Contractor Diligence and Information Security Questionnaire for Allscripts, dated April 2, 2015
- c) Contractor Diligence and Information Security Questionnaire for Citra Health Solutions, dated January 28, 2016
- d) Contractor Diligence and Information Security Questionnaire for MTS Healthcare, dated January 8, 2016

Contractor Diligence and Information Security Questionnaire

Company		Representative	
Department		Phone	
Address		Email	
City, State, Zip		Second Phone	
Alt. Contact		Contact Phone	

About This Questionnaire

This Contractor Diligence and Information Security Questionnaire assists the County of Los Angeles (“County”) to capture and analyze relevant information about your organization’s ability to perform the contracted Services and its Information Security program. The responses also assist County in fulfilling its legal obligations as a regulated entity. In addition to the certification provided below, you will be required to warrant the completeness and accuracy of your answers in any agreement entered into between your company and County.

How to Complete This Questionnaire

- Please begin by completely filling in the company information section above.
- Please complete all numbered questions by “checking” the most accurate answer, providing a complete answer to any question(s) or requests for information, or, as appropriate, both.
- If one part of a question addressing multiple requirements causes you to be unable to answer “Yes,” provide such explanatory information as you deem appropriate on a separate attached sheet, clearly indicating the question number and part of the question to which it relates.
- If the “Not applicable” or “Conscious decision” answers are checked in connection with any question, provide a detailed description of the reasons supporting such response on a separate attached sheet, clearly indicating the question number and part of the question to which it relates.
- If there are any questions you are unclear about, please contact the County Contact, pursuant to Section 3.2 (County Contact and RFP Communications) of the RFP.
- If there are any questions for which you would like to provide supporting material or additional information, please do so on a separate attached sheet, clearly indicating the question number to which it relates.
- Once completed, be sure to print and sign your name with today’s date in the Certification section.
- A printed copy bearing the signature of an authorized representative must be returned with the Contractor’s Proposal to the County Contact.

Information Security Best Practices and ISO 27002		
1	Are you ISO 27002 Certified?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes
1.1	If “Yes” is checked in question 1, please provide details, including date of audit, status of planned updates to the audit, and any material changes to your security environment after completion of the audit.	
2	Do you follow the guidelines set out in ISO 27002 and the principles defined by it?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
3	Have you been audited / assessed against ISO 27002 (within the last 18 months)?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes (If so, please provide full original reports)
Information Security Policy		
4	A formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively “ Security Policies ”), is in effect, monitored, and enforced for your organization.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development (If checked, please provided details planned) <input type="checkbox"/> Yes, this exists or occurs today (If checked, please provide a copy of the Security Policies, subject to County’ confidentiality obligations)
5	If “Yes” is checked in question 4, do your Security Policies specifically address the confidentiality, integrity, and availability of your facilities, systems, and the information in your possession and control?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
6	If “Yes” is checked in question 4, do you have a formalized training program for your employees with regard to your Security Policies?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today

7	If “Yes” is checked in question 4, has your organization taken steps to create and maintain security awareness for data processing employees and users of systems and networks (such as awards for suggesting good security ideas)?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
8	If “Yes” is checked in question 4, when was the last time the Security Policies were updated and how frequently do you review the Security Policies?	
9	If “Yes” is checked in question 4, do you conduct penetration or other testing of your security program?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
10	Have you undergone a penetration or vulnerability assessment of your environment performed by a recognized third party? If so, can you provide a copy?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today (If checked, please provide a copy of the results of such test)
11	A formal, documented, mandated, company-wide disaster recovery program is in effect, monitored, and enforced in your organization?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today (If checked, please provide a copy of the disaster recovery policies, subject to County’ confidentiality obligations)
12	If “Yes” is checked in question 11, when was the last time the disaster recovery policies were updated and how frequently do you review the disaster recovery policies?	
13	If “Yes” is checked in question 11, do you conduct testing of your disaster recovery policies?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today

Organizational Security		
14	A dedicated Information Security team is responsible for implementing, enforcing and monitoring the Information Security management function.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
15	Do you have a documented and established computer incident response program?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today ()
15.1	If “Yes” is checked in question 15, please provide a copy of the program and a detailed description, including whether the program includes notification/escalation procedures to notify customers in the event of an intrusion.	
16	Do you have a Computer Emergency Response Team set up to handle hacking and other system attacks?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
17	Do you receive security vulnerability advisories from organizations such as CERT? If yes, which advisories do you receive and what actions are taken on these advisories?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
18	Specific protections are included in all agreements with all 3 rd parties, including outsourcing contractors, to address system security, confidentiality, and access control.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
Asset Classification and Data Control		
19	All information assets, including those of your customers, are accounted for and assigned a responsible owner for ensuring adequate controls such as encrypted hardware (PC’s or Servers, Laptops, hard drives, etc.) are implemented to protect the confidentiality, integrity, and availability of those assets.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
Personnel Security		

20	Staff dealing with sensitive data (and all staff dealing with County confidential information and data) is screened for potential security risks and all employees and 3 rd party contractors sign an appropriate confidentiality/non-disclosure agreement.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
Physical and Environmental Security		
21	Has your organization performed a risk analysis to identify individual programmers, networks analysts or other personnel upon whom the organization is excessively dependent or who are in a position to inflict significant harm?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
22	All critical or business sensitive information is housed in secure areas and protected by perimeter security such as barrier access control providing a physically secure environment.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today (If checked, provide a copy of your current physical and environmental security procedures)
23	Does your organization have specific procedures for cleansing and/or destroying computer media to ensure confidential information is adequately protected?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
24	Does your organization have procedures in place to ensure documents containing sensitive information are not discarded in whole, readable form and that they are shredded, burned or otherwise mutilated?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
Communications and Operational Management		
25	All information processing facilities are monitored for security events which are reviewed and acted upon as defined in a formal, written incident response plan.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today (If checked, provide a copy of your incident response plan)
26	Anti-virus software is deployed on all your computers and signature files updated frequently.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today

27	Back-up facilities ensure essential business information can be recovered in the event of disaster or media failure.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
27.1	If “Yes” is checked in question 27, please provide details of your back-up procedures, including how often back-ups are performed for various categories of information, are back-ups retained in geographically disparate and secure locations, what is the method used to perform back-ups, and do you use RAID?	
28	Any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, are protected using appropriate encryption technology.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
29	If customer data is transferred using Removable Media, it is sent via a bonded courier or protected using encryption technology.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
Access Control		
30	All data exchanges with 3 rd parties are subject to agreements containing the protections identified in question 18.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
30.1	If “Yes” is checked in question 30, provide a description of your contracting procedures.	
31	Are the devices (servers, routers and firewalls) your organization will be using to provide the Services to County dedicated to County or are they also used for your other customers as well? If the devices are hosting other customer data, what have you done to ensure that other customers can't access County data?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today

<p>32</p>	<p>Does any element of your service require you to outsource to another vendor? (a) If yes, please provide the vendor name. (b) If yes, has your outside provider undergone a recent vulnerability assessment performed by a recognized third party? (c) If yes, are they willing to share the results with us? (d) If no, would they be willing to undergo a vulnerability assessment?</p>	<p><input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today</p>
<p>33</p>	<p>Formal procedures for access control (including user management) are documented and enforced.</p>	<p><input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today</p>
<p>33.1</p>	<p>If “Yes” is checked in question 33, please provide a detailed description of your access control procedures.</p>	
<p>34</p>	<p>Network access to both internal and external networks is controlled and monitored.</p>	<p><input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today</p>
<p>34.1</p>	<p>If “Yes” is checked in question 34, please provide a detailed description of your access control procedures.</p>	
Systems Development and Maintenance		
<p>35</p>	<p>Security is considered at application and system design time and implemented through controls integrated into the development lifecycle.</p>	<p><input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today</p>
<p>35.1</p>	<p>If “Yes” is checked in question 35, please provide a detailed description of the procedures used in your application and systems development process to implement security.</p>	
<p>36</p>	<p>Systems are formally tested for security before certification for production.</p>	<p><input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today</p>

36.1	If “Yes” is checked in question 36, please provide a detailed description of the procedures used to test the security of your applications and a copy of any pre-production certification procedures.	
37	Do you have separate physical/logical environments for development, testing and production?	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes, this exists or occurs today
37.1	If “Yes” is checked in question 37, please provide a detailed description of the testing environments used.	
Regulatory Compliance		
38	The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 142, 160 and 164 (collectively, the “HIPAA Rules”). Contractor and any 3 rd party associate(s) are in compliance with current HIPAA Rules.	<input type="checkbox"/> Not applicable to my environment/situation <input type="checkbox"/> Conscious decision not to deploy this practice <input type="checkbox"/> Aware this is needed but no actions taken yet <input type="checkbox"/> Planned (within 3 months)/In development <input type="checkbox"/> Yes

Certification

I have reviewed our responses to this questionnaire and certify that all information given above is true and complete to the best of my knowledge. I further declare that all due diligence has been exercised in the preparation, gathering, and reporting of the foregoing information. I understand and acknowledge that County will rely on the responses provided above in potentially entering into a relationship with my organization. I represent and warrant that I am authorized by my organization to execute this questionnaire on its behalf.

Printed Name

Signature

Date

Contractor Diligence and Information Security Questionnaire

Company	Allscripts	Representative	Garrick Palmer
Department	Population Health Business Unit	Phone	214-497-5405
Address	222 Merchandise Mart Plaza	Email	garrick.palmer@allscripts.com
City, State, Zip	Chicago, IL 60654	Second Phone	+1-214-497-5405
Alt. Contact	Heather Childs	Contact Phone	+1-310-567-3654

About This Questionnaire

This Contractor Diligence and Information Security Questionnaire assists the County of Los Angeles (“**County**”) to capture and analyze relevant information about your organization’s ability to perform the contracted Services and its Information Security program. The responses also assist County in fulfilling its legal obligations as a regulated entity. In addition to the certification provided below, you will be required to warrant the completeness and accuracy of your answers in any agreement entered into between your company and County.

How to Complete This Questionnaire

- Please begin by completely filling in the company information section above.
- Please complete all numbered questions by “checking” the most accurate answer, providing a complete answer to any question(s) or requests for information, or, as appropriate, both.
- If one part of a question addressing multiple requirements causes you to be unable to answer “Yes,” provide such explanatory information as you deem appropriate on a separate attached sheet, clearly indicating the question number and part of the question to which it relates.
- If the “Not applicable” or “Conscious decision” answers are checked in connection with any question, provide a detailed description of the reasons supporting such response on a separate attached sheet, clearly indicating the question number and part of the question to which it relates.
- If there are any questions you are unclear about, please contact the County Contact, pursuant to Section 3.2 (County Contact and RFP Communications) of the RFP.
- If there are any questions for which you would like to provide supporting material or additional information, please do so on a separate attached sheet, clearly indicating the question number to which it relates.
- Once completed, be sure to print and sign your name with today’s date in the Certification section.
- A printed copy bearing the signature of an authorized representative must be returned with the Contractor’s Proposal to the County Contact.

Contractor Diligence and Information Security Questionnaire

Company	Citra Health Solutions	Representative	Jeremy Powell
Department	Technical Services / Security	Phone	904-423-1788
Address	12276 San Jose Blvd Suite 420	Email	eolofson@citrahealth.com
City, State, Zip	Jacksonville, FL 32223	Second Phone	904-521-3539
Alt. Contact	Eric Olofson	Contact Phone	952-239-7747

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Contractor Diligence and Information Security Questionnaire

Company	MTS Healthcare	Representative	Bob Satyal
Department	Technical Services / Security	Phone	6264869330
Address	199 S Los Robles, Suite 820	Email	bsatyal@mtshealthcare.com
City, State, Zip	Pasadena, CA 91101,	Second Phone	6264869346
Alt. Contact	James Deck	Contact Phone	(626) 486-9334

About This Questionnaire

This Contractor Diligence and Information Security Questionnaire assists the County of Los Angeles (“County”) to capture and analyze relevant information about your organization’s ability to perform the contracted Services and its Information Security program. The responses also assist County in fulfilling its legal obligations as a regulated entity. In addition to the certification provided below, you will be required to warrant the completeness and accuracy of your answers in any agreement entered into between your company and County.

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Exhibit Z (County Approved Contractor Entities and Countries)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT Z

COUNTY APPROVED CONTRACTOR ENTITIES AND COUNTRIES

This Exhibit Z (County Approved Contractor Entities and Countries) is an attachment and addition to the Managed Care Core System (“**MCCS**”) Software License, Support, and Services Agreement by and between the County of Los Angeles and Contractor dated for reference purposes as of the Effective Date (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Allscripts Healthcare Solutions, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. **County Approved Entities.** As provided in Section 2.1 (Contractor; Subcontracting) of the Agreement, unless specifically authorized by County as provided in the Agreement, Contractor shall perform the obligations described in this Agreement and in the Statement(s) of Work itself, and through the following direct wholly-owned subsidiaries:
 - (a) Orange Health Solutions, LLC. dba Citra Health Solutions
 - (b) Medical Technology Solutions, LLC. dba MTS Healthcare

2. **County Approved Entities and Countries.** As provided in Section 17.1.15 (No Offshore Work) of the Agreement, all Hosting Services shall be performed and rendered within the United States. Contractor warrants that it will not transmit or make available any of County’s Confidential Information, County’s intellectual property or any County Data to any entity or individual outside the United States without prior written County Approval of such transmittal to an entity or person outside of the United States and the means and purpose of such transmittal. County has Approved transmittal of such information to the entities in Section 1 (County Approved Entities) of this Exhibit while operating in the following countries:
 - (a) United States



Exhibit AA (Form Subcontractor Agreement)

to the

Managed Care Core System

Software License, Support and Services Agreement

EXHIBIT AA
FORM SUBCONTRACTOR AGREEMENT

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of [REDACTED], 20[REDACTED] (as together with all exhibits, all as amended from time to time in accordance with the terms and conditions hereof, this “**Agreement**”), is entered into between Allscripts Healthcare Solutions, Inc. (“**Prime Contractor**”), and [insert subcontractor’s legal name], a [insert state of incorporation] corporation (“**Subcontractor**”), and is made in reference to the Managed Care Core System Software License, Support and Services Agreement, Los Angeles County Contract No. H-706875, dated as of July 20, 2016, for a Managed Care Core Information System and Services (together with all exhibits and attachments, all as amended from time to time in accordance with the terms and conditions thereof, the “**Prime Agreement**”), between Prime Contractor and the County of Los Angeles (“**County**”). Capitalized terms used herein (including in this introductory paragraph) without definition shall have the meanings given to such terms in the Prime Agreement.

WHEREAS, County and Prime Contractor have entered into the Prime Agreement pursuant to which Prime Contractor, in its capacity as “Contractor” thereunder, will provide all elements of the MCCS, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work (the “**Work**”) under and as defined in the Prime Agreement;

WHEREAS, Prime Contractor desires to engage Subcontractor to provide a subset of such Work, the scope of which Work is further described in the attached Exhibit B (Subcontracted Work) (as the same may be amended from time-to-time in accordance with the terms and conditions hereof, “**Subcontracted Work**”); and

WHEREAS, Prime Contractor and Subcontractor desire to set forth below the terms and conditions under which Subcontractor will perform the Work described in the attached Exhibit B (Subcontracted Work) and to make County a third-party beneficiary of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Prime Contractor and Subcontractor agree as follows:

1. Incorporation of Terms and Conditions of the Prime Agreement. Prime Contractor and Subcontractor agree that, to the extent of, and with respect to, Subcontractor’s provision of the Subcontracted Work:

(a) With respect solely to those terms and conditions of the Prime Agreement set forth in the attached Exhibit A (Specified Additional Terms and Conditions), such terms and conditions are hereby incorporated by this reference as if set forth herein, Subcontractor agrees to be bound by such terms and conditions directly to County as if Subcontractor were the “Contractor” under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of “County” under the Prime Agreement, except that (1) the scope of Work to be performed by Subcontractor shall be the Subcontracted Work, (2) the amount of any payments paid or payable to Subcontractor for the performance of such Subcontracted Work shall be solely as determined between Prime Contractor and Subcontractor, and (3) the payment process for the payments to Subcontractor shall be solely as determined between Prime Contractor and Subcontractor.

(b) Except with respect to the exceptions set forth in Section 1 above, in the event of any conflict or inconsistency between the terms and conditions of (A) the Prime Agreement or any exhibit or attachment thereto, and (B) the attached Exhibit B (Subcontracted Work), such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Prime Agreement and any exhibits and attachments thereto, and then to the terms and conditions of the attached Exhibit B (Subcontracted Work).

2. Agreement Regarding Subcontracted Work. Subcontractor agrees to provide the Subcontracted Work to County on behalf of Prime Contractor in accordance with the terms and conditions of this Agreement. Subcontractor agrees and represents and warrants that: (a) Prime Contractor shall be solely liable and responsible to Subcontractor for payment of any and all payments and other compensation due under this Agreement, (b) Subcontractor is qualified to perform the work for which Subcontractor has been hired, and (c) Subcontractor shall be solely liable and responsible for any and all of its taxes, payments and other compensation due, including compensation to its employees and agents, arising out of Subcontractor's performance of the Subcontracted Work.

Exhibit B (Subcontracted Work) shall set forth the following details with regard to the Subcontracted Work: (i) the scope of Subcontracted Work, (ii) the reason(s) for the particular subcontract, (iii) an explanation of why and how the proposed subcontractor was selected, and (iv) the confidentiality provisions applicable to the proposed subcontractor's officers, employees, and agents, which would be incorporated into the subcontract.

The following documents shall be executed by the Subcontractor and attached hereto as Exhibits: (1) certificates of insurance from the proposed subcontractor, which establish that the subcontractor maintains the minimum programs of insurance required by County and set forth in the Prime Agreement; (2) an executed Confidentiality and Assignment Agreement substantially similar to the Confidentiality and Assignment Agreement attached as Exhibit D (Confidentiality and Assignment Agreement), (3) to the extent such subcontractor will have access to PHI, an executed Business Associate Agreement substantially similar to Exhibit E (Prime Contractor's Business Associate Agreement with Subcontractor), (4) an executed EEO Certification substantially similar to Exhibit F (Subcontractor's EEO Certification), (5) Exhibit G (Safely Surrendered Baby Law), (6) Exhibit H (Certification of No Conflict of Interest), (7) Exhibit I (Contractor Employee Jury Service Program – Certification Form and Application for Exception), and (8) any other standard County required agreements, forms, and provisions attached as Exhibit J (Additional Provisions) or as agreed to in writing by the Parties.

3. County as Third-Party Beneficiary. Prime Contractor and Subcontractor agree that this Agreement is entered into for the benefit of County and that County expressly is made a third-party beneficiary of this Agreement. Accordingly, at any time and from time-to-time, County may compel Prime Contractor to enforce against Subcontractor and on County's behalf, any and all rights and remedies Prime Contractor may have with respect to Subcontractor's breach of this Agreement.

4. Representations and Warranties. Each of Prime Contractor and Subcontractor represents and warrants to the other party (and to County as third-party beneficiary under this Agreement) that this Agreement has been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Agreement and to perform its respective obligations under this Agreement. Each party additionally represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this

Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5. Amendments. Notwithstanding anything to the contrary in this Agreement, no amendment, modification, termination or waiver of any provision of this Agreement (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Prime Contractor and Subcontractor, and acknowledged by County. Notwithstanding anything to the contrary in this Agreement, Subcontractor expressly acknowledges and agrees the Prime Agreement may be amended, modified and/or terminated and provisions of the Prime Agreement may be waived without prior notice to or consent of Subcontractor.

6. Assignment. Except as set forth in Section 32.17.1 (Assignment by Contractor) of the Prime Agreement, neither party may assign its rights and obligations under this Agreement (including the exhibits attached hereto) without prior written consent of the other party and prior written acknowledgement of County.

7. Effect on Prime Agreement. Except as expressly set forth in Section 1(a) hereto, as between Prime Contractor and Subcontractor, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibit, schedule, attachment or appendix thereto. Prime Contractor expressly ratifies and affirms its rights and obligations under the Prime Agreement.

8. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

IN WITNESS WHEREOF, Prime Contractor and Subcontractor have caused this Agreement to be executed as of the day and year first above written.

Allscripts Healthcare Solutions, Inc., as Prime Contractor

By: _____
Name:
Title:

[REDACTED], as Subcontractor

By: _____
Name:
Title:

Exhibit A**Specified Additional Terms and Conditions**

Unless otherwise specified, Section references are to Sections of the Prime Agreement. With respect to the terms and conditions of the Prime Agreement referenced below, Subcontractor further agrees, to be bound by such terms and conditions directly to County as if Subcontractor were the “Contractor” under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of “County” under the Prime Agreement.

- Section 2.1 (Contractor; Subcontracting)
- Section 9.10 (Contractor Access To County Facilities)
- Section 10.1.6 (Conduct Of Contractor Personnel)
- Section 15.10 (Record Retention and Inspection/Audit Settlement)
- Section 15.14 (Verification Of Licensee Costs By Government)
- Section 16 (Independent Contractor Status)
- Section 17.1.2 (Performance Of Services)
- Section 17.1.8 (Destructive/Disabling Mechanisms)
- Section 17.1.19 (Contractor’s Exclusion from Participating in a Federally Funded Program)
- Section 17.1.20 (Warranty Against Contingent Fees)
- Section 19 (Confidentiality)
- Section 23 (Indemnification)
- Section 25 (Insurance)
- Section 27 (Dispute Resolution Procedures)
- Section 28 (Dispute Resolution with Contractor and Other Vendors)
- Section 29 (Termination)
- Section 30 (Multi-Vendor Environment)
- Section 32.1 (Force Majeure)
- Section 32.8 (Compliance with Applicable Laws)
- Section 32.9 (Licenses, Permits, Registrations, Accreditations, and Certificates)
- Section 32.10 (Compliance With Civil Rights Laws)
- Section 32.11 (Nondiscrimination and Affirmative Action)
- Section 32.13 (Severability)
- Section 32.23 (Recycled Bond Paper)
- Section 32.26 (Public Records Act)
- Section 32.27 (Conflict of Interest)
- Section 32.28 (Contractor Responsibility and Debarment)
- Section 32.30 (Employment Eligibility Verification)
- Section 32.31 (Compliance with the County’s Jury Service Program)
- Section 32.32 (Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List)
- Section 32.33 (Consideration of Hiring GAIN/GROW Program Participants)
- Section 32.34 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program)
- Section 32.35 (Safely Surrendered Baby Law)
- Section 32.36 (Notice to Employees Regarding the Federal Earned Income Tax Credit)
- Section 32.37 (Defaulted Property Tax Reduction Program)
- Section 32.38 (Restrictions on Lobbying)
- Section 32.40 (Contractor Performance During Civil Unrest and Disaster)

- Section 32.43 (Time Off for Voting)
- Section 32.45 (Fair Labor Standards)
- Exhibit R (Confidentiality and Assignment Agreement) of the Prime Agreement

Exhibit B

Subcontracted Work

[Prime Contractor and Subcontractor to complete]

1. SCOPE OF SUBCONTRACTED WORK

2. REASON(S) FOR THE PARTICULAR SUBCONTRACT:

3. EXPLANATION OF WHY AND HOW THE PROPOSED SUBCONTRACTOR WAS SELECTED:

4. INCORPORATED CONFIDENTIALITY PROVISIONS APPLICABLE TO THE PROPOSED SUBCONTRACTOR'S OFFICERS, EMPLOYEES, AND AGENTS:

5. OTHER PERTINENT INFORMATION AND/OR CERTIFICATIONS REQUESTED BY COUNTY:

Exhibit C

Subcontractor Certificates of Insurance

Exhibit D**Confidentiality and Assignment Agreement**CONTRACTOR: Allscripts Healthcare Solutions, Inc.

SUBCONTRACTOR: _____

1. GENERAL INFORMATION

The organization identified above (“**Contractor**”) is under contract (“**Prime Agreement**”) to provide Services (as such term is defined in the Prime Agreement) to the County of Los Angeles (“**County**”). County requires each employee, agent, consultant, outsourced vendor and independent contractor (collectively as used hereto in this Exhibit D, “**staff**”) of this Contractor performing Subcontracted Work under such Agreement to understand his/her obligations with respect to the personal, proprietary and other confidential material, data or information, with which he/she will be in contact. Subcontractor, by executing this Confidentiality and Assignment Agreement (“**Confidentiality and Assignment Agreement**”), represents that it shall ensure each such staff member’s compliance with the obligations regarding such data and information, as set forth in the Agreement, including this Exhibit D (Confidentiality and Assignment Agreement).

2. SUBCONTRACTOR ACKNOWLEDGMENT

Subcontractor understands and agrees that all of Subcontractor’s staff that will provide Subcontracted Work pursuant to the above-referenced Agreement are Subcontractor’s responsibility. Subcontractor understands and agrees that its staff must rely exclusively upon Subcontractor for payment of salary and any and all other benefits payable by virtue of such staff’s performance of Subcontracted Work under the above-referenced Agreement.

Subcontractor understands and agrees that its employees are not employees of County for any purpose whatsoever and that such staff do not have and will not acquire any rights or benefits of any kind from County by virtue of performance of Subcontracted Work under the above-referenced Agreement. Subcontractor understands and agrees that its staff do not have and will not acquire any rights or benefits from County pursuant to any agreement between any person or entity and County.

3. CONFIDENTIALITY

Subcontractor and their staff, by virtue of performing Subcontracted Work under the above-referenced Agreement, may come in contact with (i) Confidential Information (as such term is defined in the Agreement), (ii) data and information, which County has an obligation to keep confidential by applicable law or otherwise, and (iii) proprietary information belonging to other organizations, contractors or their subcontractors doing business with County (collectively for the purpose of this Exhibit D “**Confidential Information**”). By signing this Confidentiality and Assignment Agreement, Subcontractor agrees that, by virtue of involvement in the Subcontracted Work under the Agreement, it and its staff shall protect the confidentiality of all such Confidential Information pursuant to the terms of Section 19 (Confidentiality) of the Agreement and as specified below.

Subcontractor agrees, on behalf of itself and all staff, (i) to protect from loss and hold in confidence any and all Confidential Information; (ii) not to directly or indirectly reveal, report, publish, transfer, reproduce to, or for the benefit of, any unauthorized person or otherwise disclose any Confidential Information obtained while performing Subcontracted Work under the above-referenced Agreement; and (iii) to utilize the Confidential Information solely for the limited purpose of providing Subcontracted

Work pursuant to the Agreement. Subcontractor’s staff shall forward all requests for disclosure or copying of any such information in their possession or care to the County Project Manager under the Agreement.

Subcontractor agrees to report to the County Project Manager under the Agreement any and all violations of this Confidentiality and Assignment Agreement, including unauthorized disclosures or copying of Confidential Information, whether accidental or intentional, and whether by Subcontractor’s, or any lower tier subcontractor’s, staff and/or by any other person, of which such staff become aware. Subcontractor agrees and shall ensure that its staff return possession of all Confidential Information to the County Project Manager under the Agreement upon completion of the above-referenced Agreement, or termination of employment with the Subcontractor, or any lower tier subcontractor, whichever occurs first.

4. ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this Confidentiality and Assignment Agreement, “**Products**” means any inventions, trade secrets, ideas, original works of authorship or Confidential Information conceived, developed, discovered or made in whole or in part during performance of Subcontracted Work relating to the Agreement by any employee, agent, consultant, outsourced vendor or independent contractor of Subcontractor, including Work Product (as such term is defined in the Agreement). Subcontractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Products, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively “**Intellectual Property Rights**”) therein or otherwise arising from the performance of this Agreement. No rights of any kind in and to the Products, including all Intellectual Property Rights, are reserved to or by the Subcontractor or will revert to Subcontractor.

If and to the extent any Products are determined not to constitute “works made for hire”, or if any rights in the Products do not accrue to Subcontractor as a work made for hire, Subcontractor agrees to ensure that all right, title and interest in such Products, including but not limited to all copyrights, patents, trade secret rights and other proprietary rights in or relating to the Products, are irrevocably assigned and transferred to Contractor to the maximum extent permitted by law. Without limiting the foregoing, Subcontractor agrees to ensure that (i) all economic rights to the Products, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey, and otherwise exploit the Products, are assigned and transferred to Subcontractor; (ii) Subcontractor is entitled to any and all modifications, uses, publications and other exploitation of the Products without consequences; and (iii) Subcontractor obtains United States or foreign letters patent, copyright registrations and other proprietary rights covering inventions and original works of authorship in the Products.

Subcontractor agrees to execute all necessary documents and to perform all other acts in order to assign all of Subcontractor’s right, title and interest in the Products in accordance with Section 18.2 (Ownership) of the Agreement.

SIGNED _____ DATE ____/____/____

PRINTED _____ TITLE _____

Exhibit E

Prime Contractor's Business Associate Agreement with Subcontractor

Exhibit F

Subcontractor’s EEO Certification

Subcontractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the subcontractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBCONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Subcontractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Subcontractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Subcontractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the Subcontractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official’s Printed Name and Title

Authorized Official’s Signature

Date

Exhibit G

Safely Surrendered Baby Law

Exhibit H

Certification of No Conflict of Interest

(Note: This certification is to be executed and returned to County with Subcontractor's executed Subcontract. Work cannot begin until County receives this executed document.)

SUBCONTRACTOR NAME

County Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
 - 1. Employees of the County or of public agencies for which the board of supervisors is the governing body;
 - 2. Profit-making firms or businesses in which employees described in Subdivision 1 of Subsection A serve as officers, principals, partners, or major shareholders;
 - 3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subdivision 1 of Subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 - 4. Profit-making firms or businesses in which the former employees, described in Subdivision 3 of Subsection A, serve as officers, principals, partners, or major shareholders.

Subcontractor hereby declares and certifies that no Subcontractor personnel, nor any other person acting on Subcontractor's behalf, have violated any of the provisions of this section.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

Exhibit I

Contractor Employee Jury Service Program - Certification Form and Application for Exception

The County’s solicitation for this Request for Proposal is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203, a copy of which is attached as Exhibit I.1 (Jury Service Ordinance). All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number: - -		
Solicitation For Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any twelve (12)-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any twelve (12)-month period.

My business is a small business as defined in the Program. It 1) has ten (10) or fewer employees; and, 2) has annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: - -

Exhibit I.1**Jury Service Ordinance**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies,

equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Exhibit J

Additional Provisions