

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CH MACK, INCORPORATED

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CH MACK, INCORPORATED, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purposes of the continued use of an automated Case Management System, developing software to manage the Uniform Assessment Tool, purchase of additional licenses and ongoing support. This Agreement supersedes all prior Agreements between County and Contractor.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Definitions

Exhibit B – Services

Exhibit C - Payments and Invoicing

Exhibit D - License Agreement, Maintenance and Support, Testing and Acceptance

Attachment H - HIPAA Business Associate Requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit C, Contractor will provide Licensed Software and shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit B.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit B, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit C. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is in dispute. County shall provide Contractor in writing the reasons for all disputed amounts. Both parties shall then work in good faith to resolve the dispute within 30 days. If dispute is not resolved within 30 days, the Dispute Resolution process as described in Exhibit D Section 5 of this Agreement shall be followed. In no event shall the County's total fiscal obligation under this contract exceed **EIGHT HUNDRED THIRTY TWO THOUSAND EIGHT FIFTY DOLLARS (\$832,850)**.

4. Term and Termination

Unless earlier terminated as provided herein or by the mutual written agreement of the parties, the initial term of the Agreement ("Initial Term") will be three (3) years, commencing on the Effective Date of this Agreement. [CC1]

Upon termination of this Agreement for any reason, each party will return to the other party all Confidential Information, and other materials developed by or belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve County of its obligations to make immediate and full payment to Contractor for any amounts then due and/or payable to Contractor. The provisions of Sections entitled "Warranties", "Ownership and Proprietary Rights", "Confidential Information", "Terms and Termination", "Limitation of Liability" and the relevant provisions of Section "General Provisions", will survive the expiration or termination of this Agreement for any reason.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials and does not include the Licensed Software prepared by Contractor under this Agreement) shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or any portion of the services referenced in the Exhibits based upon unavailability of Federal, State or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

7. Hold Harmless

In any event, regardless of theory, either party shall save harmless, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor's employees, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of officers, agents, employees, or servants, resulting from the performance of any work required or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which either party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.[CC2]

The duty of either party to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Neither party shall assign this Agreement or any portion thereof to a third party, or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of the other party. Any such assignment or subcontract without such prior written consent shall give either party the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

1. **Workers' Compensation and Employer's Liability Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and that it will comply with such provisions before commencing the performance of the work of this Agreement.

2. **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(1) Comprehensive General Liability	\$1,000,000
(2) Motor Vehicle Liability Insurance	\$1,000,000
(3) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with Laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will, in a timely fashion, accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or be subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- (1) termination of this Agreement;
 - (2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - (3) liquidated damages of \$2,500 per violation;
 - (4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury pay to employees and 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 in San Mateo County. 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.

12. Retention of Records, Right to Monitor and Audit

- A. Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

The rest of this page left intentionally blank.

15. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Heather M. Ledesma, Financial Services Manager
County of San Mateo
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403

Stella Charbakshi, Relationship Manager
County of San Mateo ISD-348
222 W 39th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Dan Falke, Vice President of Operations
CH Mack, Incorporated
10101 Alliance Road, Suite 10
Cincinnati, OH 45242

Edward J. Carl, CEO
CH Mack, Incorporated
10101 Alliance Road, Suite 10
Cincinnati, OH 45242

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

C H MACK, INCORPORATED

Contractor's Signature

Date: _____

Exhibit A - DEFINITIONS
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND CH MACK, INCORPORATED

The following terms are incorporated herein by reference:

Contractor Technology means the Licensed Software, Services, Training, Support, Documentation, Training Materials, Updates, and Enhancements provided by Contractor to County under this Agreement.

Delivery or Delivery Date means the installation of Contractor's software on County's system once it has been certified by Contractor that the software has been tested by Contractor and is functioning in accordance to Specification and is available for testing by County.

Documentation means Contractor's then current on-line help guide and any written manuals and other materials published by Contractor and made generally available by Contractor regarding the Licensed Software.

Effective Date means the date that this Agreement is approved by the County of San Mateo Board of Supervisors.

Enhancement means a modification of any of the Licensed Software, in object code format, that is generally released by Contractor, and any release, option, future product, or upgrade in features, functionality or performance of the Licensed Software, which Contractor may license separately for an additional fee. Enhancements will include new major version releases denoted by a change to the left of the first decimal point (e.g., v3.0 to 4.0).

Escrow Services means software backup services provided for a separate fee by Contractor in the event of certain business conditions under which County desires protection.

Field License means a concurrent user license, for which there is a one time fee, that provides a named user with a Standard License to check out data, update it in the field, and then check the data back into the central Q Continuum System data base. A Field License includes all functionality of a Standard License.

GO LIVE means the first use of the Contractor's software in the day-to-day operations of the County.

InterRAI-HC Uniform Assessment Tool means a specific assessment tool provided by InterRAI which is independent of Contractor Licensed Software.

IWAY Integration Tool means software which enables the development of interfaces to County internal and external applications (eg. HIPAA compliant 837i files sent to Electronic Data System, who is contracted by the State for data processing) which is independent of Contractor Licensed Software.

Licensed Software means the specific software applications developed by Contractor called the Q Continuum System together with any Updates, Enhancements and prior development work as described in the document titled "Q Continuum Design Documents List", along with the development work of the Q Continuum System as provided for under this Agreement.

Provider License means a named user license, for which there is a one-time fee that provides the user with access to a limited subset of features of the Q Continuum System.

Provider Web Interface means a named user license, for which there is a one-time fee that provides the user with full access to a limited subset of features of the Q Continuum System utilizing the Internet.

Provider Services License means an agency license, for which there is a one time fee that provides the agency with access to applications integrated with Q Continuum System and used by Service Providers for Transportation Services, Home Delivered Meal Services, Congregated Meal Services, Adult Day Care Services, and Home Care Services.

Q Assessment Library means a library of assessments sold separately and included with Q Continuum System in the standard license package.

Standard License means a named user license, for which there is a one-time fee that provides the user with full access to all features of the Q Continuum Systems except for that provided for with a Field License.

Update means a modification of any of the Licensed Software, in object code format, that is generally released by Contractor, including corrections to existing functionality so that the Licensed Software materially conforms to the Documentation. Updates will include all a) bug fixes, patches, and maintenance releases, and b) new point releases denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1). Updates will not include any release, option, future product, or any upgrade in features, functionality or performance of the Licensed Software which Contractor licenses separately or offers for an additional fee.

Version means a numbered release of the License Software that contains additional features and functions as defined in the user documentation.

Exhibit B - SERVICES
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND CH MACK, INCORPORATED

In consideration of the payments set forth in Exhibit "C," Contractor shall provide the following services:

Licensed Software. Contractor shall provide the Licensed Software, Q Continuum System, an automated case management system that meets the National Aging Program Information System (NAPIS) and Multipurpose Senior Services Program (MSSP) reporting requirements. This application will also be used in AIDS, Linkages, In-Home Supportive Services (IHSS), Adult Protective Services (APS), Conservatorship Investigations, the Healthy Outcomes through Multidisciplinary Engagement (H.O.M.E.) Team, Family Caregiver Support (FCS) Program, and the Public Guardian Program. This software application has the potential to be used in all currently existing and future Aging and Adult Services case management programs.

Uniform Assessment Tool Development. Contractor will also continue to provide and develop the **Uniform Assessment Tool** module within the Q Continuum System, which will enable Aging and Adult Services to use the **Uniform Assessment Tool** for all programs. A Statement of Work (SOW) for this development is provided below in Section 4. Such development work is not considered Licensed Software under this Agreement. County must contract directly with InterRAI to allow County to use the InterRAI proprietary products.

Software Maintenance and Support. Software maintenance and support for the existing 124 Standard Licenses and 30 Field Licenses and for any additional Licenses requested by County.

Training. Additional training services for Q Continuum System or **Uniform Assessment Tool** if requested in writing by County.

Consulting. Additional consulting services if requested in writing by County and documented in a separate Statement of Work (SOW).

Additional Q Continuum System Development Services. Development Services as defined in Section 4.

Optional Applications. The following is a list of standard Contractor applications or services that may be requested by County.

- ASP Web Portal Services
 - Provider Web Interface
 - InterRAI Uniform Assessment Tool*
 - Transportation Services
 - Home Delivered Meal Services
 - Congregate Meal Services
 - Adult Day Care Services
 - Home Care Services
- *Provided for in this Agreement

1. Project Overview

A. Uniform Assessment Tool Development – A critical aspect of the Long Term Supportive Services Project (LTSSP) for San Mateo County is a uniform assessment tool to comprehensively assess an individual's need for home and community-based services. In 2003, Assembly Bill 786 was passed by the California Legislature, naming San Mateo County as the State's pilot for the development and implementation of a uniform assessment tool for home and community-based services. San Mateo County researched different tools in use throughout the nation, and found the InterRAI-HC tool, a tool that has been tested and validated, and is in use throughout the United States and in other Countries. It is the County's intent to complete the State's pilot by 5/29/09 and to continue using the tool through the Initial Term and any Renewal Term of this Agreement. In support of this goal, Contractor has developed software based on County specifications to automate the tool. Contractor has also agreed to provide

additional software development work as described in Section 4, “Deliverables”. Contractor also agrees to support this software during the Initial Term and any Renewal Term by correcting any failure of the software to function according to specification and agrees to work in good faith with County to develop and support future development that may be identified by subsequent SOWs. **Uniform Assessment Tool** development is planned in two phases, Phase 1A to meet the State **Uniform Assessment Tool** pilot timeframe requirements and Phase 1B for additional development based on the outcome of Phase 1. County acknowledges that Contractor must first obtain permission from InterRAI to perform certain development work to the interRAI HC Scales and CAPS algorithms. If such permission is not granted, County and Contractor shall work in good faith to modify the SOW or County may terminate the Phase 1A and Phase 1B development while the Q Continuum System Development effort would continue as planned.

B. Q Continuum System Development – Contractor has licensed to County the Q Continuum System to meet the County’s requirements for an automated Case Management System. County desires, and Contractor has agreed, to further enhance the Q Continuum System specifically as described in Section 4 “Deliverables”. The enhancements made by Contractor will be considered Licensed Software under the terms and conditions of this Agreement.

2. Workplan, Testing and Acceptance

The provisions of Exhibit D, Section 6 “Development Services” of this Agreement shall apply to the Deliverables in this SOW. During the workplan process, County and Contractor will determine the sequencing of implementation and a project schedule to be included in the workplan.

3. Project Administration

The purpose of this section is to describe and identify the internal management structure of the project. The following table describes the lines of authority, responsibility, and communication within the project.

Responsibility	Persons responsible	Estimated Weekly Involvement
Client Sponsor	Lisa Mancini	Predefined Status Meetings Significant project milestones
Client Project Manager	Louis Samaro	Scheduled weekly project status meetings During periods when CH Mack team needs specific information from San Mateo. During periods when CH Mack requires San Mateo sign-off of items by dates specified in this document
IT Technical Project Manager	Andy Maso	Scheduled project weekly status meetings During periods when CH Mack team needs specific information from San Mateo.
CH Mack Vice President of Operations	Dan Falke	Predefined Status Meetings Significant project milestones
CH Mack Project Manager	Dan Falke	Full Time Project Management

4. Development Services Deliverables and SOW

The following section summarizes the development work to be conducted by Contractor. Detailed specifications, subject to revision as provided for in Section 5 “Specification Document Sign-Off Process” are contained in the following documents: “**Uniform Assessment Tool** Refinements Detail List – Phase 1A: Assessment Upgrades”, “**Uniform Assessment Tool** Refinements Detail List – Phase 1B: Care Planning Upgrades”, and “2007-2008 Q Enhancements List” which have been reviewed and agreed to by both parties. Prior to beginning any such work Contractor shall submit to County, for County review and

approval, detailed specifications for each Deliverable as described in Section 5 “Specification Document Sign-Off Process”.

A. Uniform Assessment Tool Deliverables SOW

Uniform Assessment Tool Assessment Phase 1A – Enhancements

Uniform Assessment Tool (UAT) Design Documents List

<ul style="list-style-type: none">• May, 21, 2007 Design Review Documents:• InterRAI Assessment - Cognition (Modification)• InterRAI Assessment - Demographic (Modification)• InterRAI Assessment - Health (Modification)• InterRAI Assessment - IADL (Modification)• InterRAI Assessment - Social (Modification)• InterRAI Assessment - Treatments (Modification)• InterRAI Assessment Navigation
<ul style="list-style-type: none">• Uniform Assessment Tool Design Specifications Documents:• CH Mack Design of Scales and Caps• MDS_HC Assessment Demographic Legal and Financial (2)• MDS_HC Assessment Physical Functioning• MDS_HC Problems_Diseases• MDS_HCAssessmentCognition,Communication,MoodandBehavior• MDS_HCAssessmentOral,Skin,Medications,andTreatments• MDS_HCAssessmentSocial,InformalCaregiver,Environmental,and DisasterPreparedness• Uniform Assessment Code Tables (Landscape)
<ul style="list-style-type: none">• InterRAI Standard Suite CAPs-022206:• SUITE_CAP-ACTIVITIES-022206• SUITE_CAP-ADHERENCE-022206• SUITE_CAP-ADLS-022206• SUITE_CAP-BEHAVIOR-022206• SUITE_CAP-BLADDER-022206• SUITE_CAP-BOWEL-022206• SUITE_CAP-BRITTLE_SUPPORT-022206• SUITE_CAP-COGNITIVE-022206• SUITE_CAP-COMMUNICATION-022206• SUITE_CAP-DEHYDRATION-022206• SUITE_CAP-DELIRIUM-022206• SUITE_CAP-DEPRESSION-022206• SUITE_CAP-DISCHARGE-022206• SUITE_CAP-DRINKING-022206• SUITE_CAP-ELDER_ABUSE-022206• SUITE_CAP-ENVIRONMENT-022206• SUITE_CAP-FALLS-022206• SUITE_CAP-FEEDING_TUBE-022206• SUITE_CAP-IADL-022206• SUITE_CAP-INSTITUTIONAL_RISK-022206• SUITE_CAP-NUTRITION-022206• SUITE_CAP-ORAL-022206• SUITE_CAP-PAIN-022206• SUITE_CAP-PHYSICAL_ACTIVITY-022206

- SUITE_CAP-PRESSURE_ULCER-022206
- SUITE_CAP-PREVENTION-022206
- SUITE_CAP-RESTRAINT-022206
- SUITE_CAP-SKIN_CARE-022206
- SUITE_CAP-SMOKING-022206
- SUITE_CAP-SOCIAL_FUNCTION-022206
- SUITE_CAP-UNSETTLED_RELATIONSHIP-022206
- SUITE_CAP-VISION-022206

• **InterRAI Standard Suite Scales-022206:**

- SUITE_SCALE-ADLH-022206
- SUITE_SCALE-BMI-022206
- SUITE_SCALE-COMM-022206
- SUITE_SCALE-CPS-022206
- SUITE_SCALE-DRS-022206
- SUITE_SCALE-IADL-022206
- SUITE_SCALE-PAIN-022206

**Uniform Assessment Tool
Refinements List – Phase 1A**

ID	Requirement / Rationale	Cost	Notes
UAT1	The Scales and CAPS development should be completed. All coding should be functioning normally. CAP Triggers should be appropriate for San Mateo County.	\$0	<ul style="list-style-type: none"> • Scales & CAPS modifications to be absorbed by CHM. • 120 development hours per CHM.
UAT1.1	<i>Activities Trigger</i> . Drop this item. There are 17 variables not included in the San Mateo assessment that would be required here – it is not reasonable to add them.	N/A	Confirmed. Drop this item
UAT1.2	<i>Adherence Trigger</i> - Modify CAP trigger code and exclude Self-sufficiency change.	N/A	<ul style="list-style-type: none"> • Confirmed. Modify algorithm. • 10 hours development time per CHM.
UAT1.3	<p><i>ADLs Trigger</i> - Keep with a slight modification needed. The “Change in ADL status” item in the CAP trigger code is similar to question #75 from the San Mateo instrument. The “Change” measure=’2’ is the same as #75=1. The code just needs to be modified to reflect this coding approach. Otherwise, there is no difference in the interpretation of the CAP trigger. The equivalent codes are:</p> <ol style="list-style-type: none"> 1. “Change in ADL Status” – ig8a (Name) – 2 (Value): “Facilitate Improvement” 2. Question 75: “ADL Decline” – 1 (Value): “Yes, more impaired today” 	N/A	<ul style="list-style-type: none"> • Confirmed. • 10 hours development time per CHM.
UAT1.4	<i>Behavior Trigger</i> – Keep with a slight modification needed. “Delusions” is in the assessment instrument and can be found as #68aH. The response items in the InterRAI-HC include 5 categories while the San Mateo instrument includes 4 categories (two categories in the HC are combined in the SM instrument). As long as the value of the response is greater than 0 (meaning, any delusion at any time), the items can be used interchangeably. This is the case for this measure.	N/A	<ul style="list-style-type: none"> • Confirmed. • 10 hours development time per CHM.
UAT1.5	<p><i>Bowel Trigger</i> - Keep with a slight modification needed. The “Change in ADL status” item in the CAP trigger code is similar to question #75 from the San Mateo instrument. The “Change” measure=’2’ is the same as #75=1. The code just needs to be modified to reflect this coding approach. Otherwise, there is no difference in the interpretation of the CAP trigger. The equivalent codes are:</p> <ol style="list-style-type: none"> 1. “Change in ADL Status” – ig8a (Name) – 2 (Value): “Facilitate Improvement” 2. Question 75: “ADL Decline” – 1 (Value): “Yes, more impaired today” 	N/A	<ul style="list-style-type: none"> • Confirmed. • 10 hours development time per CHM.
UAT1.6	<i>Brittle Support Trigger</i> - Keep – no modification needed. “Informal helper” was identified as being missing but this measure is the same as #116b in the San Mateo instrument where Question #116b=8	N/A	<ul style="list-style-type: none"> • Confirmed. • 10 hours development time per CHM.
UAT1.7	<i>Cognitive Trigger</i> - Keep with a slight modification needed. See comments regarding ADLs (UAT1.3) and Bowel (UAT1.5) Triggers.	N/A	<ul style="list-style-type: none"> • Confirmed. • 10 hours development time per

**Uniform Assessment Tool
Refinements List – Phase 1A**

ID	Requirement / Rationale	Cost	Notes
			CHM.
UAT1.8	<i>Discharge Trigger</i> - Keep – modification needed. See comment above under ADLs (UAT1.3) – Change in ADL status is similar to Question #75. This trigger code will need to be modified, dropping the “Self-sufficiency change” measure and re-calibrating the trigger.	N/A	<ul style="list-style-type: none"> • Confirmed. • 10 hours development time per CHM.
UAT1.9	<i>Falls Trigger</i> - Keep – no modification needed. “Falls” was identified as being missing but this measure is Question #63 in the San Mateo assessment. No changes are needed	N/A	<ul style="list-style-type: none"> • Confirmed.
UAT1.10	<i>Feeding Tube Trigger</i> - Keep – slight modification needed. “Mode of nutritional intake” is Question #84 in the San Mateo instrument, which has the same 0-8 options, but no 9 option. May require a small modification in the code.	N/A	<ul style="list-style-type: none"> • Confirmed. • 10 hours development time per CHM.
UAT1.11	<i>Institutional Risk Trigger</i> - Keep – no modification needed. “Prior nursing home” is #32a in the San Mateo instrument. “Falls” is #63 in the instrument. There are no missing measures.	N/A	<ul style="list-style-type: none"> • Confirmed. • 10 hours development time per CHM.
UAT1.12	<i>Oral Trigger</i> - Keep – slight modification needed. “Mode of nutritional intake” is Question #84 in the San Mateo instrument, which has the same 0-8 options, but no 9 option. May require a small modification in the code.	N/A	<ul style="list-style-type: none"> • Confirmed. • 10 hours development time per CHM.
UAT1.13	<i>Prevention Trigger</i> - Drop or modify this item. It’s unclear what the relative importance of “Physician visit” to this CAP trigger. It could be dropped and the trigger code could then be modified and recalibrated but it may require some additional feedback from clinical staff to determine if this would be a reasonable approach. Included items from #112 Physician Visit (Code for number of times during the last 90 days (or since last assessment if less than 90 days): a) Inpatient acute hospital with overnight stay b) Emergency room visit (not counting overnight hospital stay) c) Physician visit (or authorized assistant or practitioner)	N/A	<ul style="list-style-type: none"> • Need to talk with Lisa Shugarman to see where Physician visit (days) is on InterRAI original • 10 hours development time per CHM.
UAT1.14	<i>Restraint Trigger</i> – Drop this item. Two of the three measures required are missing and may not be relevant to the population generally served, thus not warranting a modification to the San Mateo instrument to include. This measure cannot be reasonably modified to exclude those measures. The missing measures are: 1. Trunk restraint – iN6b (Name) 2. Chair prevents rising – iN6c (Name)	N/A	<ul style="list-style-type: none"> • Confirmed.
UAT1.15	<i>Skin Care Trigger</i> - Keep – modification needed. CAP trigger code should be modified to exclude the “Self-rated health” measure.	N/A	<ul style="list-style-type: none"> • 10 hours development time per CHM.
UAT1.16	<i>Unsettled Trigger</i> – Drop this item. Two key measures for this CAP trigger are missing and assuming they are not added to the instrument, it would be very difficult to modify the code. The indicated measures are:	N/A	<ul style="list-style-type: none"> • Confirmed.

**Uniform Assessment Tool
Refinements List – Phase 1A**

ID	Requirement / Rationale	Cost	Notes
	1. Negative statements – iE1a (Name) – 0-3 (Valid Values) 2. Persistent anger – iE1b (Name) – 0-3 (Valid Values) 3. Verbal abuse – iE3b (Name) – 0-3 (Valid Values) 4. Conflict w/ family – iF1e (Name) 0-4, 8 (Valid Values) 5. Conflict with other care recipients - iF7a (Name) – 0,1 (Valid Values) 6. Conflict with staff – iF7b (Name) – 0,1 (Valid Values)		
UAT2	Add <i>Equipment</i> and <i>Environmental</i> Assessments from Q. The use of these assessments along with the Uniform Assessment Tool is mandated by the State of California. The Equipment and Environmental assessments would appear on the “interRAI Form” grid and would be accessible like the original interRAI assessment forms. These assessments would not be added to the existing navigational buttons at the bottom of each interRAI assessment, nor would these two assessments be included in the Scales and CAPS algorithms. The “interRAI Form” grid would read: <ul style="list-style-type: none"> • Demographic, Legal and Financial Information (Page 1) • Cognition, Communication Mood and Behavior (Page 2) • Treatments (Page 3) • Social, Informal Caregiver, Environmental (Page 4) • Equipment (Page 5) • Environmental (Page 6) • Health (Page 7) • IADL/ADL (Page 8) • interRAI Scales and Caps (Page 9) 	\$7,500	60 hours development time per CHM.
UAT3	Add a <i>Free-Text Comments</i> box at the bottom of <i>each Uniform Assessment Tool</i> Assessment tab or section.	\$6,000	48 hours development time per CHM.
UAT4	Need to be able to generate a list of InterRAI-required questions that have been left blank, i.e., didn't use Codes 8, 9 or N/A. Each field should be clickable to go directly to the appropriate field on the right tab of the right assessment.	\$17,500	140 hours development time per CHM.

**Uniform Assessment Tool
Refinements List – Phase 1A**

ID	Requirement / Rationale	Cost	Notes
Requested Fixes Identified at the Monday, 5/21/07 Uniform Assessment Tool Design Review			
DR1	“Cognition, Communication, Mood and Behavior” Assessment / Assessment Info/Cognition Tab / Cognition (Right-hand column heading) Field: <ul style="list-style-type: none"> • “Procedural Memory” and “Situational Memory” descriptions are reversed. 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM. • 6 Hours development per CHM.
DR2	“Cognition, Communication, Mood and Behavior” Assessment / Mood and Behavior Tab / Physical Appearance (lower-right corner) Tab: <ul style="list-style-type: none"> • Answer options are all “0”, not 0, 1, 2, etc. 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM. • 6 Hours development per CHM.
DR3	“Health” Assessment / Health Conditions/Other Diseases Tab / Lifestyle (drinking/smoking) Field: <ul style="list-style-type: none"> • Tab order goes to b. first, then to a. 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM. • 6 Hours development per CHM.
DR4	“IADL/ADL” Assessment / IADL Self Performance (Performance) Tab / Performance (lower-left corner) Field: <ul style="list-style-type: none"> • Items e., f., g., h. – Tooltip window covers up the question on the screen. 	\$0	This change cannot be made as it is not possible to adjust the tooltip window (CHM).
DR5	“IADL/ADL” Assessment / ADL Self Performance Tab / Items a. through i. (right-hand side) Field: <ul style="list-style-type: none"> • Answer option numbers are incorrect - Example: a. Bathing = 0, 0, 1, 2, 3, 3, 4, 4 - Numbered options are not unique. 	\$0	6 Hours development per CHM.
DR6	“IADL/ADL” Assessment / ADL Self Performance Tab / Items a. through i. (right-hand side) Field: <ul style="list-style-type: none"> • Tooltip window covers some answers. 	\$0	This change cannot be made as it is not possible to adjust the tooltip window (CHM).
DR7	“IADL/ADL” Assessment / Driving/Activity/Locomotion and Contenance Tab / Driving (left side), Activity Level, Indoor Locomotion Field: <ul style="list-style-type: none"> • Tab order does not match the paper form - Order should be: (1) Driving, (2) Activity Level, (3) Indoor Locomotion. 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM. • 6 Hours development per CHM.
DR8	“IADL/ADL” Assessment / Driving/Activity/Locomotion and Contenance Tab / ADL Decline Field: <ul style="list-style-type: none"> • Answers numbered incorrectly - Should be 0, 1, 8... - Not: 0, 1, 2... 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM. • 6 Hours development per CHM.
DR9	“IADL/ADL” Assessment / Driving/Activity/Locomotion and Contenance Tab / Contenance in the last 3 days (Heading) Bowel continence (Field): <ul style="list-style-type: none"> • Answers numbered incorrectly - Should be 0, 1, 2, 3, 4, 5, 8 - Not: 0, 1, 2, 3, 4, 5, 6 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM. • 6 Hours development per CHM.
DR10	“IADL/ADL” Assessment / Driving/Activity/Locomotion and Contenance Tab / Contenance in the last 3 days (Heading) Pads or briefs worn (Field): <ul style="list-style-type: none"> • This is a Y/N field, not a tooltip screen - Business Rule 04-018.IRAN-IADL.039 should be removed from “InterRAI Assessment – IADL/ADL (Modification) design document. 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM. • 6 Hours development per CHM.
DR11	“Social, Informal Caregiver, Environmental” Assessment / Social Relationships/Supports and Informal Caregiver Info Tab / Informal Caregiver (see new InterRAI Informal Caregiver option)	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM. • 6 Hours development per CHM.

**Uniform Assessment Tool
Refinements List – Phase 1A**

ID	Requirement / Rationale	Cost	Notes
	Field: <ul style="list-style-type: none"> • “a. Lives with person” - no tooltip, dropdown has 4 answer options. 		
DR12	“Social, Informal Caregiver, Environmental” Assessment / Social Relationships/Supports and Informal Caregiver Info Tab / Informal Caregiver (see new InterRAI Informal Caregiver option) Field: <ul style="list-style-type: none"> • “b. Relationship to person” – Answer options incorrect 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM. • 6 Hours development per CHM.
DR13	“Social, Informal Caregiver, Environmental” Assessment / Social Relationships/Supports and Informal Caregiver Info Tab / Informal Caregiver (see new InterRAI Informal Caregiver option) Field: <ul style="list-style-type: none"> • “c. Provides IADL care” – Dropdown with no tooltip screen 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM • 12 Hours development per CHM.
DR14	“Social, Informal Caregiver, Environmental” Assessment / Social Relationships/Supports and Informal Caregiver Info Tab / Informal Caregiver (see new InterRAI Informal Caregiver option) Field: <ul style="list-style-type: none"> • “d. Provides ADL care” – Dropdown with no tooltip screen 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM • 12 Hours development per CHM.
DR15	“Social, Informal Caregiver, Environmental” Assessment / Social Relationships/Supports and Informal Caregiver Info Tab / Informal Caregiver (see new InterRAI Informal Caregiver option) Field: <ul style="list-style-type: none"> • “e. Number of hours per week provides care” – Dropdown with no tooltip screen 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM • 12 Hours development per CHM.
DR16	“Social, Informal Caregiver, Environmental” Assessment / Social Relationships/Supports and Informal Caregiver Info Tab / Informal Caregiver (see new InterRAI Informal Caregiver option) Field: <ul style="list-style-type: none"> • “j. Employment status” – dropdown with no tooltip screen 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM • 12 Hours development per CHM.
DR17	“Treatments” Assessments / Oral/Nutrition Status Tab / Mode of nutritional intake Field: <ul style="list-style-type: none"> • Numbering incorrect - Should be: 0, 1, 2, 3, 4, 5, 6, 7, 8 - Not: 0, 1, 2, 3, 4, 4, 5, 8 	\$0	<ul style="list-style-type: none"> • Costs to be absorbed by CHM • 6 Hours development per CHM.

Item	Description
Activities Trigger (UAT1.1)	<ul style="list-style-type: none"> ○ This item is going to be dropped as there is no need to implement this trigger.
ADL's Trigger (UAT1.3)	<ul style="list-style-type: none"> ○ ADL's Trigger – The coding approach needs to be modified. The “Change in ADL status” item in the Outcomes trigger code is similar to question #75 from the San Mateo instrument. The “Change” measure='2' is the same as #75=1. The code just needs to be modified to reflect this coding approach. Otherwise, there is no difference in the interpretation of the Outcomes trigger. The equivalent codes are: <ul style="list-style-type: none"> ○ “Change in ADL Status” – ig8a (Name) – 2 (Value): “Facilitate Improvement” Question 75: “ADL Decline” – 1 (Value): “Yes, more impaired today”
Adherence Trigger (UAT1.2)	Modifications to the Outcomes trigger code and the exclusion of Self-sufficiency change.
Behavior Trigger (UAT1.4)	The calculation of the value of the responses will need to be modified. Keep with a slight modification needed. “Delusions” is in the assessment instrument and can be found as #68aH. The response items in the InterRAI-HC include 5 categories while the San Mateo instrument includes 4 categories (two categories in the HC are combined in the SM instrument). As long as the value of the response is greater than 0 (meaning, any delusion at any time), the items can be used interchangeably. This is the case for this measure.
Bowel Trigger (UAT1.5)	<ul style="list-style-type: none"> ○ The coding approach needs to be modified. The “Change in ADL status” item in the Outcomes trigger code is similar to question #75 from the San Mateo instrument. The “Change” measure='2' is the same as #75=1. The code just needs to be modified to reflect this coding approach. Otherwise, there is no difference in the interpretation of the Outcomes trigger. The equivalent codes are: <ul style="list-style-type: none"> ○ “Change in ADL Status” – ig8a (Name) – 2 (Value): “Facilitate Improvement” Question 75: “ADL Decline” – 1 (Value): “Yes, more impaired today”
Brittle Support Trigger (UAT1.6)	This trigger needs to be set-up in the Scales and Outcomes calculations. “Informal helper” was identified as being missing but this measure is the same as #116b in the San Mateo instrument where Question #116b=8
Cognitive Trigger (UAT1.7)	A modification is needed. See comments regarding ADLs (UAT1.3) and Bowel (UAT1.5) Triggers.
Discharge Trigger (UAT1.8)	This trigger needs to be set-up in the Scales and Outcomes calculations. See comment above under ADLs (UAT1.3) – Change in ADL status is similar to Question #75. This trigger code will need to be modified, dropping the “Self-sufficiency change” measure and recalibrating the trigger.
Falls Trigger (UAT1.9)	This trigger has already been implemented and requires no further modifications.
Feeding Tube Trigger (UAT1.10)	This trigger needs to be set-up in the Scales and Outcomes calculations. “Mode of nutritional intake” is Question #84 in the San Mateo instrument, which has the same 0-8 options, but no 9 option. May require a small modification in the code.
Institutional Risk Trigger (UAT1.11)	This trigger needs to be set-up in the Scales and Outcomes calculations. “Prior nursing home” is #32a in the San Mateo instrument. “Falls” is #63 in the instrument. There are no missing measures.
Oral Trigger (UAT1.12)	This trigger needs to be set-up in the Scales and Outcomes calculations. “Mode of nutritional intake” is Question #84 in the San

Item	Description
	Mateo instrument, which has the same 0-8 options, but no 9 option. May require a small modification in the code.
Prevention Trigger (UAT1.13)	This was needs to be determined by San Mateo if it will require any further modifications or not needed.
Restraint Trigger (UAT1.14)	This item is going to be dropped as there is no need to implement this trigger.
Skin Care Trigger (UAT1.15)	This trigger needs to be set-up in the Scales and Outcomes calculations. Outcomes trigger code should be modified to exclude the "Self-rated health" measure.
Unsettled Trigger (UAT1.16)	This item is going to be dropped as there is no need to implement this trigger.
Equipment and Environmental Assessments (UAT2)	<ul style="list-style-type: none"> ○ Addition of the Equipment and Environmental assessments as it appears today on the existing Living Arrangements Assessment will be added as additional Assessments within the Uniform Assessment Tool Assessment Tool. ○ This new assessment will appear as additional Assessments that are available in the Uniform Assessment Tool Assessment grid list. ○ The printing of these forms will appear as they currently appear in the system and will be included in the printout if the entire form is selected for printing. ○ These assessments would be added to the existing navigational buttons at the bottom of each Uniform Assessment Tool Assessment. ○ These two assessments will not be included in the Scales and Outcomes algorithms. ○ The Uniform Assessment Tool Assessment grid would appear in the following order: <ul style="list-style-type: none"> ▪ Demographic, Legal and Financial Information ▪ Cognition, Communication Mood and Behavior ▪ Treatments ▪ Social, Informal Caregiver, Environmental ▪ MSSP Equipment ▪ MSSP Environmental ▪ Health ▪ IADL/ADL ▪ Scales and Outcomes
Addition of a Comments section (UAT3)	<ul style="list-style-type: none"> ○ Addition of a Comments section to the bottom of each Uniform Assessment Tool Assessment tab that would appear as a Free-Text field. ○ The comments will not appear in the Uniform Assessment Tool Assessment printout but would have the ability to be printed as a separate document. ○ Headers will be added to indicate where comments were entered.
Evaluation Window (UAT4)	<p>An evaluation window will be added to the Assessment.</p> <ul style="list-style-type: none"> ○ This will generate a list of InterRAI required questions that have not been populated with a selection when attempting to save the Assessment. ○ Within the evaluation window the ability to navigate directly to the question once the number is clicked on.

Uniform Assessment Tool Assessment Phase 1B – Enhancements – Following the completion of Phase 1A, Contractor and County shall review, in detail, the following list of enhancements and modify this as required. A new SOW for Phase 1B will then be approved in writing by both parties prior to commencement of any work effort by Contractor

**Uniform Assessment Tool
Refinements List – Phase 1B –
Refinements UAT3A through UAT21**

ID	Requirement / Rationale	Cost	Notes
UAT3A	Create a new assessment called the “Psychological Well Being” using tabs from the existing “Cognition, Communication, Mood and Behavior”.	\$5,600	45 development hours per CHM.
UAT3A.1	<ul style="list-style-type: none"> • Move the “Mood and Behavior” Tab from the Cognition assessment to the new “Psychological Well Being” assessment. • Move the “Psychological Well Being” section from “Communication/Hearing/Vision and Psychologically Well Being” Tab from the existing Cognition assessment to new assessment. • This tab would be renamed “Communication/Hearing/Vision”. 	See UAT3	
UAT3A.2	The new “Psychological Well Being” assessment would consist of the following tabs: <ul style="list-style-type: none"> • “Mood and Behavior” (from Cognition) • “Communication/Hearing/Vision” was “Psychological Well Being” (from Cognition) 	See UAT3	
UAT4	Re-sequence tabs/information into a more logical format, i.e., list the social worker oriented (non-medical) tabs towards the left with the medically-oriented tabs to the right side of each assessment.	\$4,500	36 development hours per CHM.
UAT4.1	Demographic, Legal, and Financial Information” assessment re-sequenced tabs: <ul style="list-style-type: none"> • No changes 	See UAT4	
UAT4.2	Cognition, Communication Mood and Behavior Assessment re-sequenced tabs: <ul style="list-style-type: none"> • No changes 	See UAT4	
UAT4.3	Treatments Assessment re-sequenced tabs (Left to Right): <ol style="list-style-type: none"> 1. Oral/Nutritional Status 2. Medications 3. Treatments and Procedures 4. HIV/AIDS and Skin Condition 	See UAT4	
UAT4.4	Social, Informal Caregiver, Environmental Assessment re-sequenced tabs (Left to Right): <ul style="list-style-type: none"> • No changes 	See UAT4	
UAT4.5	Health Assessment re-sequenced tabs (Left to Right): <ol style="list-style-type: none"> 1. Health Conditions/Other Diseases 2. Problem Presence 3. Problem Frequency 4. Dyspnea, Fatigue, and Pain 	See UAT4	
UAT4.6	IADL/ADL Assessment re-sequenced tabs (Left to Right): <ol style="list-style-type: none"> 1. Driving/Activity/Locomotion and Continence 2. IADL Self Performance (Performance) 3. ADL Self Performance 	See UAT4	
UAT4.7	Psychological Well Being Assessment re-sequenced tabs (Left to Right): <ol style="list-style-type: none"> 1. “Mood and Behavior” (from Cognition) 2. “Communication/Hearing/Vision” was “Psychological Well Being” (from Cognition) 	See UAT4	

**Uniform Assessment Tool
Refinements List – Phase 1B –
Refinements UAT3A through UAT21**

ID	Requirement / Rationale	Cost	Notes
UAT4.8	interRAI Scales and Caps: <ul style="list-style-type: none"> • No changes 	See UAT4	
UAT5	Separate assessments between Health and Social categories. Use checkbox on grid. Demarcate between assessments conducted by MSSP nurses from those conducted by MSSP social workers:	\$1,850	15 development hours per CHM.
UAT5.1	Social Worker Assessments: <ul style="list-style-type: none"> • “Demographic, Legal, and Financial Information” • “Physical Functioning”. Rename: Functioning” • “Psychological Well Being” • “Social, Informal Caregiver, Environmental” 	See UAT5	
UAT5.2	Nurse Assessments: <ul style="list-style-type: none"> • “Cognition, Communication, Mood and Behavior” • “Oral, Skin, Medications and Treatments” • “Problems/Diseases” 	See UAT5	
UAT6	Add a <i>Free-Text Comments</i> section at the bottom of <i>each Uniform Assessment Tool</i> Assessment tab or section.	\$31,875	255 development hours per CHM.
UAT6.1	Clicking on <i>Comments</i> button would open a new text box entitled <i>Comments</i> . Below the text area would be two buttons: <ul style="list-style-type: none"> ○ “Include in Summary”, ○ “Problem” 	See UAT6	
UAT6.2	This section would provide the user with an opportunity to sum up their findings regarding a problem or issue and categorize it for further analysis	See UAT6	
UAT6.3	We want to be able to have conglomerated views of both the problems and summary items. So we will need another tab, perhaps in the <i>Analysis</i> section, to include the conglomerated problems, and another tab, perhaps on the same level as “ <i>Cognition...</i> ” to include the conglomerated summary to be marked “Summary”. The core team felt strongly that this information is a vital first step in preparing a care plan.	See UAT6	
UAT6.4	Each text box to include a Summary and a Problem button	See UAT6	
UAT6.5	When the user clicks the <i>Problem</i> button, the <i>New Problem</i> form from the Q Care Plan appears on the screen. It however, does not prompt for an MSSP code	See UAT6	
UAT6.6	The user accesses a screen with two grids, the <i>Problem</i> grid and the other the <i>Summary</i> grid	See UAT6	
UAT6.7	The grids retain the Assessment and Tab information when a notation is created	See UAT6	

**Uniform Assessment Tool
Refinements List – Phase 1B –
Refinements UAT3A through UAT21**

ID	Requirement / Rationale	Cost	Notes
UAT6.8	Need the location to access the summary and problem grid	See UAT6	
UAT6.9	Use the InterRAI Form to house these grids.	See UAT6	
UAT6.10	Default view: Global view with opened problems	See UAT6	
UAT7	Double-click an item in the Uniform Assessment Tool and see a definition of that item in Tool Tips format.	\$0	To be performed locally by AAS.
UAT7.1	Online information would include field definition and use, type of entry and when updated	See UAT7	
UAT7.2	This would be an online help feature to give the user basic information about each field or section in the UAT	See UAT7	
UAT7.3	Giving the user this information would spare them from having to locate a manual with the same background information.	See UAT7	
UAT7.4	Use defaults: 8 pt. font size	See UAT7	
UAT7.5	Use basic HTML formatting codes	See UAT7	
UAT7.6	AAS will supply the text for each text box	See UAT7	
UAT8	Add the “Mini-Mental” Assessment Tab from Q. This assessment would be added to the “interRAI Form” grid (at the bottom) and would be accessible like the original interRAI assessment forms. This assessment would not be added to the existing navigational buttons at the bottom of each interRAI assessment, nor would this assessment be included in the Scales and CAPS algorithms.	\$7,250	58 development hours per CHM.
UAT9	Remove the standalone address field from the InterRAI forms. This will require pulling the MDS screen into the InterRAI report. Also, all other Demographic information can be pulled out of InterRAI if it’s already on the MDS screen.	\$3,500	28 development hours per CHM.
UAT9.1	Remove the standalone address field from the “Demographic, Legal, and Financial Information” assessment.	See UAT9	
UAT9.2	Remove the standalone address field from the “Physical Functioning”. Rename: Functioning” assessment.	See UAT9	
UAT9.3	Remove the standalone address field from the “Psychological Well Being” assessment.	See UAT9	
UAT9.4	Remove the standalone address field from the “Social, Informal Caregiver, Environmental” assessment.	See UAT9	

**Uniform Assessment Tool
Refinements List – Phase 1B –
Refinements UAT3A through UAT21**

ID	Requirement / Rationale	Cost	Notes
UAT9.5	Remove the standalone address field from the “Cognition, Communication, Mood and Behavior” assessment.	See UAT9	
UAT9.6	Remove the standalone address field from the “Problems/Diseases” assessment.	See UAT9	
UAT10	“Demographic, Legal and Financial” Assessment - Entire <i>Referrals</i> tab can be removed except “Expressed goals of care” which can be moved to the “General Information” tab. (Viral)	\$1,700	14 development hours per CHM.
UAT11	Move the “Skin Conditions” section of the “Treatments” Assessment to the “Health” Assessment as a new tab entitled “Skin Conditions	\$2,300	19 development hours per CHM.
UAT12	Move the HIV/AIDS section to the far-right Tab position of the Treatments Assessment.	\$1,500	12 development hours per CHM.
UAT13	“Social, Informal Caregiver, Environmental” Assessment - Move the Q “Special Instructions” Assessment/“Contact Need” and “Impairment” fields to InterRAI in the “Disaster Preparedness “ Tab under the “Requires Contact” heading.	\$6,600	53 development hours per CHM.
UAT14	Need to be able to generate a list of InterRAI-required questions that have been left blank, i.e., didn’t use Codes 8, 9 or N/A. <ul style="list-style-type: none"> ○ Each field should be clickable to go directly to the appropriate field on the right tab of the right assessment. 	\$0	See UAT 4 (Phase 1A)
UAT15	Rename the “interRAI Scales and CAPS” screen to “InterRAI Analysis”. <ul style="list-style-type: none"> ○ We need one tab with just “Scales” and another tab with just “CAPS”. ○ In the CAPS Tab, each triggered CAP should have a set of possible interventions listed underneath. ○ Each intervention should have a list of possible resources listed. These resources would be locally defined. 	\$1,042	8 development hours per CHM.
UAT16	Need an interventions and resource management screen, categorized by Scales and CAPS	\$25,800	206 development hours per CHM.
UAT16.1	The initial approach identified by CH Mack was to add a new grid called <i>Interventions</i> . This grid would be on the same tab as the CAP grid. <ul style="list-style-type: none"> ○ You then define your own criteria to be used. ○ The interventions would automatically populate as you use the assessments. For each CAP that is linked, the related interventions would be highlight in bold	See UAT16	
UAT16.2	Use the Expandable/Collapsible format: <ul style="list-style-type: none"> ○ + to open levels below ○ - to collapse back to top level). ○ Expand all the interventions related to the CAPS above. This is a tree view with multiple layers included.	See UAT16	
UAT16.3	Types of tables:	See	

**Uniform Assessment Tool
Refinements List – Phase 1B –
Refinements UAT3A through UAT21**

ID	Requirement / Rationale	Cost	Notes
	<ul style="list-style-type: none"> ○ Interventions Table – Contains types of activities. ○ Resource Table (Name & Description) – Agencies, URL's, etc. ○ Need a link to take the user directly to this agency if already stored in Q 	UAT16	
UAT17	Need the ability to print all or some of the various UAT assessments (Cognition, Demographic, Oral, etc.) from the "interRAI Form" grid. This means printing the desired assessment without having to open it first.	\$0	<ul style="list-style-type: none"> • Item completed previously. • Cancelled on 10/23/07 per Louis Samaro.
UAT18	Need the ability to print an entire UAT from outside the assessment, i.e., from the "interRAI Form" grid. This means printing the desired assessment without having to open it first.	\$0	<ul style="list-style-type: none"> • Item completed previously. • Cancelled on 10/23/07 per Louis Samaro.
UAT19	Need the ability to print the current UAT assessment, e.g., "Cognition, Communication, Mood and Behavior" from the "interRAI Form" grid. This means printing the desired assessment without having to open it first.	\$0	<ul style="list-style-type: none"> • Item completed previously. • Cancelled on 10/23/07 per Louis Samaro.
UAT20	Printing assessments should be based on the title of each assessment, not page number.	\$0	<ul style="list-style-type: none"> • Item completed previously. • Cancelled on 10/23/07 per Louis Samaro.
UAT21	Provide list of upcoming Uniform Assessment Tool reassessments due, by caseworker, by date, etc.	\$6,500	52 development hours per CHM.

Item	Description
<p>“Psychological Well Being” Assessment (UAT3A)</p>	<p>Addition of a new assessment called the “Psychological Well Being” using tabs from the existing “Cognition, Communication, Mood and Behavior”.</p> <ul style="list-style-type: none"> ○ Move the “Mood and Behavior” Tab from the Cognition assessment to the new “Psychological Well Being” assessment. ○ Move the “Psychological Well Being” section from “Communication/Hearing/Vision and Psychologically Well Being” Tab from the existing Cognition assessment to new assessment. ○ This tab would be renamed “Communication/Hearing/Vision”.
<p>Re-sequence Uniform Assessment Tool Assessment Tabs (UAT4)</p>	<p>Re-sequence tabs/information into a more logical format, i.e., list the social worker oriented (non-medical) tabs towards the left with the medically-oriented tabs to the right side of each assessment.</p> <ul style="list-style-type: none"> ○ Demographic, Legal, and Financial Information” assessment re-sequenced tabs– No changes ○ Cognition, Communication Mood and Behavior assessment re-sequenced tabs – No Changes ○ Treatments Assessment re-sequenced tabs (Left to right): <ul style="list-style-type: none"> ▪ Oral/Nutritional Status ▪ Medications ▪ Treatments and Procedures ▪ HIV/AIDS and Skin Conditions ○ Social, Informal Caregiver, Environmental Assessment re-sequenced tabs (Left to Right): No changes ○ Health Assessment re-sequenced tabs (Left to Right): <ul style="list-style-type: none"> ▪ Health Conditions/Other Diseases ▪ Problem Presence ▪ Problem Frequency ▪ Dyspnea, Fatigue and Pain ○ IADL/ADL Assessment re-sequenced tabs (Left to Right): <ul style="list-style-type: none"> ▪ Driving/Activity/Locomotion and Continence ▪ IADL Self Performance (Performance) ▪ ADL Self Performance ○ Psychological Well Being Assessment re-sequenced tabs (Left to Right): <ul style="list-style-type: none"> ▪ “Mood and Behavior) (from Cognition Assessment) ▪ “Communication/Hearing/Vision” was “Psychological Well Being” (from Cognition Assessment) ○ Scales and Outcomes tabs – No changes
<p>Separate Uniform Assessment Tool Assessments to appear in the list between Health and Social. (UAT5)</p>	<ul style="list-style-type: none"> ○ Social Worker Assessments: <ul style="list-style-type: none"> ▪ Demographic, Legal and Financial Information ▪ Physical Functioning (Rename Functioning) ▪ Psychological Well Being ▪ Social, Informal Caregiver and Environmental ○ Nurse Assessments: <ul style="list-style-type: none"> ▪ Cognition, Communication, Mood and Behavior ▪ Oral, Skin, Medications and Treatments ▪ Problems/Diseases ▪ Use checkbox on grid
<p>Enhancements to the <i>Comments</i> section within the Uniform Assessment Tool Assessment Tool (UAT6)</p>	<ul style="list-style-type: none"> ○ Clicking on <i>Comments</i> button would open a new text box entitled <i>Comments</i>. Below the text area would be two buttons: <ul style="list-style-type: none"> ▪ Include in Summary ▪ Problem ○ The user will access a screen with two grids, the <i>Problem</i> grid and the other <i>Summary</i> grid which will be located in the Uniform Assessment Tool Assessment Tool. ○ The grids will retain the Assessment and Tab information from the Uniform Assessment Tool Assessment screens on where

Item	Description
	<p>the comments originated within the Uniform Assessment Tool Assessment.</p> <ul style="list-style-type: none"> ○ An additional tab will be added to the Analysis screen on the Scales and Outcomes form to will allow the ability to view the <i>Summary</i> and <i>Problem</i> comments. ○ When a user clicks the <i>Problem</i> button, the <i>New Problem</i> form that exists in the Care Plan will be displayed. ○ When a new problem is entered and saved the Problem will appear in the <i>Problem</i> view that appears in the Scales and Outcomes area within the Assessment as well as in the <i>Problems</i> grid view within the Care Plan area. ○ When printing the Uniform Assessment Tool Assessment forms as an entire assessment or individual pages, the <i>Comments</i> will appear on the Uniform Assessment Tool Assessment forms where the data was entered. This will appear in the same layout as the existing InterRAI forms with the <i>Comments</i> appearing as they were entered on the form in the relevant tab and Assessments. ○ The grids will be contained in the InterRAI form.
<p>“Mini-Mental” Assessment (UAT8)</p>	<p>Addition of the “Mini-Mental” Assessment tab as it appears today as an additional Assessment to appear within the Uniform Assessment Tool Assessment list.</p> <ul style="list-style-type: none"> ○ This new assessment will appear as an additional Assessment that will be available in the Uniform Assessment Tool Assessment grid list. ○ The printing of these forms will appear in the same layout as the existing Uniform Assessment Tool Assessments and will be included in the printout if the entire form is selected for printing. ○ This assessment would not be added to the existing navigational buttons at the bottom of each Uniform Assessment Tool Assessment. ○ This assessment will not be included in the Scales and Outcomes algorithms.
<p>“Demographic, Legal and Financial Assessment – Referrals tab to be removed. (UAT10)</p>	<p>On the “Demographic, Legal and Financial” Assessment the entire <i>Referrals</i> tab will be removed except “Expressed goals of care” which can be moved to the “General Information” tab.</p>
<p>“Treatments” Assessment (UAT11)</p>	<p>Move the “Skin Conditions” section of the “Treatments” Assessment to the “Health” Assessment as a new tab entitled “Skin Conditions”</p>
<p>“Special Instructions” Assessment (UAT13)</p>	<p>Move the “Special Instructions” assessment, “Contact need” and “Impairment” fields to the “Social, Informal Caregiver, Environmental” Uniform Assessment Tool Assessment to appear in the “Disaster Preparedness” tab under the “Requires Contact” heading.</p>
<p>Rename “Scales and Outcomes” screen (UAT15)</p>	<p>Rename the Uniform Assessment Tool Assessment “Scales and Outcomes” screen to “InterRAI Analysis”.</p> <p>There will be one tab for “Scales” and one tab for “Outcomes”</p>
<p>Addition of an Interventions and Resource Management screen (UAT16)</p>	<p>Addition of an Interventions and Resource Management screen, categorized by Scales and Outcomes.</p> <ul style="list-style-type: none"> ○ The initial approach identified by CH Mack was to add a new grid called <i>Interventions</i>. This grid would be on the same tab as the Outcomes grid. ○ San Mateo County will define your own criteria to be used. ○ The interventions would automatically populate within the Scales and Outcomes screen as you use the assessments. ○ For each Outcome that is linked, the related interventions would be highlighted in bold. ○ Use the Expandable/Collapsible format:

Item	Description
	<ul style="list-style-type: none"> ▪ + to open levels below Expand all the interventions related to the Outcomes above. <ul style="list-style-type: none"> ▪ This is a tree view with multiple layers included. ○ Types of tables: <ul style="list-style-type: none"> ▪ Interventions Table – Contains types of activities. ▪ Resource Table (Name & Description) – Agencies, URL's, etc. ▪ Need a link to take the user directly to this agency if already stored in Q.
Uniform Assessment Tool Assessments will be updated to reflect "Assessment Name" not "Page Number" (UAT17, UAT18, UAT19, UAT20)	The printing of the Assessment will be updated to reflect the "Assessment Name" and not the "Page Number"
Upcoming Uniform Assessment Tool Reassessments due (UAT21)	Provide a list of upcoming Uniform Assessment Tool reassessments due, by caseworker and by date.

B. 2007 – 2008 Q Enhancement List

CHM Incident ID	AAS Issue Log #	Incident: Description	Item Status	Cost	Hours
	71	On Client MDS screen, disable Other Race field unless "Other" is selected as Race. People are typing Ethnicities into the Other Race field.		\$625	5
	74	On the bottom of the conservatorship program screen there is a section for "Other Conservator Information" that is used to indicate the name of any co-conservators. It provides fields for name, address, city, state, and zip code. Is it possible to shorten the name field and add a field for phone number for the co-conservator? Without this change, staff will have to go back to the main client screen, go to assessments and then go to contacts to look up the co-conservator's phone number. Add the following Phone fields: (a) Phone, (b) Cell and (c) Fax		\$625	5
	79	When we need to edit/enter "Termination Date" the blinking cursor is positioned (after the 2nd "/" in the Termination Date field. Please fix so blinking cursor is positioned here (before the first "/") in the Termination Date field so we can type the date in without having to backspace to the beginning of the field to start entering date. Should be done to all date fields.			
	87	For the Public Guardian, County of Permanent Residence should be San Mateo for conservatees, but, when doing address changes, that field auto-populates with the same code as Facility County and remains restricted. Please add this to the roster of issues to be addressed. In the mean time, is there any way to correct this field for individual cases? Example: Eric P. Orme is currently at San Antonio Manor (Santa Clara) but County of Permanent Residence should be San Mateo.		\$625	5

	95	Could we please have a "Q Notify" button (as we do in GroupWise) so we can see when we get an email? Not having a notify icon is akin to having a phone without a light that you have to keep picking up all the time in order to see if anyone has left you a message.		\$925	8
	100	Probate referee information: - On "Inventory Filing Screen", add new fields: - "Probate Referee" drop down menu - "Date to County Counsel"		\$800	7
	101	Can't query Hearing Date		\$5,800	63
11247	108	While in case notes, the toolbar displays the font info on the right side of the screen but users resolution is just large enough so that she can't see the drop down arrow of the font size. As a work around user will click on Font and then tab over to the Font size. If user were able to move or resize tool bar then she would be able to see/choose the drop down. This would only include adding a key combination to bring up a standard font dialog for the Case Notes "Narrative" field. The Toolbar will not be changed.	[4/9/2007 - Rainer] Researching to see if this can be done... [4/23/2007 - Rainer] This would require implementation of a new Toolbar control, which would require a degree of effort to implement. [5/21/2007 - Rainer] This needs to be scoped.	\$2,500	20
	118	Errors in making address changes and corrections continue. A lot of time is being spent requesting that mistakes be deleted by Andy and then going back to re-do the entries. Has anyone considered creating a feature for changing addresses that will prompt the user one step-at-a-time to eliminate so many mistakes?		\$8,750	84
11250	126	The "Column Settings" option on the "Unverified Service Units" grid is not enabled.	[4/9/2007 - Rainer] Researching to see if this is possible and, if so, if this can be enabled with a script (prior to a build). [4/23/2007 - Rainer] This is disabled because of the underlying temporary table that is	\$3,125	25

			used for the rows in the grid. [5/21/2007 - Rainer] This needs to be scoped.		
11757	139	Is it possible to delete items that were added to a users spell check dictionary? A user added a misspelled word and needs to delete it out of the dictionary.	[5/14/2007 - Rainer] The current version of the Spell Check Guide was sent. This Guide shows how to edit the dictionary. [5/25/2007 - Rainer] Implementing new Spell Check functionality would be an Enhancement.	\$5,160	59
11887	141	Add second Medi-Cal number field to client MDS screen. This would only include the addition of the field to the MDS form. This would not include any specific reports or exports where this field might need to be reported.		\$1,020	8
11756	147	Add the ability to deactivate physicians.		\$2,100	17
11888	149	Can Care Plan Problem numbers be resequenced? The resequencing (by Social Service Program) would be performed by a new function.	[5/25/2007 - Rainer] This cannot currently be done. This Enhancement will be scoped.	\$2,900	23
11892	151	Add a Links field to the Care Plan Problems form so that output from Mail Merge can be saved.		\$860	7

11890	152	When a case manager enters a case note an email is sent to all case managers that are listed in the Programs screen. This would be more practical (and less confusing for your users) if emails were sent only to the case managers that are tied to an open program. Can you let me know if this is by design? If so, is there some way to limit the Q-mails to only those case managers that are tied to an open program?		\$1,550	12
	A	Add "Support Need" field to the Special Instructions Assessment.	Item no longer needed.	\$0	0
	B	Expand the "Contact Need" Field to 40 characters.		\$625	5
	C	Expand the "Impairment" Field to 40 characters.		\$625	5
	D	Add the "Support Need", "Contact Need" and "Impairment" fields to the MDS screen.		\$625	5
	E	Display caseworker name and phone if client has an open program. Display for contractors. Weighted program display. Determine requirements.		\$1,375	11
	F	- Indicate program, case worker & effective date somewhere on the main MDS screen (display only), with the ability to control each of these fields with authorizations. - Put authorization control on the title bar so that the program name is not displayed.		\$1,125	9
	G	Addition of "AAS Active Client", "Caseworker Name", and "Date" to MDS.		\$625	5
	H	Ability to edit the Facility Address that is autopopulated within the "Address 2" field.		\$3,200	26
	I	Addition of ability to edit "Client Address History"		\$5,400	61
	J	Ability to have multiple address records for Physicians		\$7,000	72
			Grant Total	\$57,965	547

Q Continuum System Design Documents List:

- Additional Client Info
- California NAPIS-only ADL-IADL Assessment
- Care Plan Problems - Print Report with Signature Footer function (Modification)
- Care Plan Problems (Modification)
- Case Notes (Modification)
- Change Request 06-004 ChgReq-003
- Changes to CH Mack Designs_Nov 3_06
- Client Address History_1
- Client MDS (Modification)
- Client-Contacts Confidentiality (Modification)
- Client-Physicians Confidentiality (Modification)
- Computrust Assessments Launcher
- Consen_FileStorage
- ConservatorRepPayee
- ConservatorRepPayee1
- ConservatorRepPayee2
- Conservatorship Form

- Conservatorship_Form
- Health Assessment (Modification)
- History
- Linkages Client-SSP Window (Modification)
- MDDS MODS
- Programs(MODS)
- Programs(MODS)2
- Property Assets Assessment
- PsychAssessmentUpdate
- Psychological Functioning Assessment (Modification)
- Special Instructions
- Staging Areas
- Utilization Tracking in Q

Item	Description
Disable the "Other Race" field (#71)	Disable the "Other Race" field on the Client MDS screen, unless "Other" is selected as Race.
Conservatorship Program (#74)	On the Conservatorship program screen under the "Other Conservator Information" screen three fields will be added: <ul style="list-style-type: none"> ○ Phone ○ Cell ○ Fax
Public Guardian, County of Permanent Residence (#87)	Should appear as San Mateo for Conservatees. When making address Changes the field is auto-populating with the same code as Facility County and remains restricted. <ul style="list-style-type: none"> ○ This needs to be updated so as to not auto-populate.
Q Mail Message Notification (#95)	An additional notification mechanism will be added to the application. A window will appear when a user is logged in and working inside the Q application notifying the user when they have a Q mail message.
Inventory Filing screen (#100)	On the "Inventory Filing screen" two new fields will be added: <ul style="list-style-type: none"> ○ "Probate Referee" as a text-field ○ Date to County Counsel
"Hearing Date" View (#101)	Create a view that will allow the ability to query on the "Hearing Date" field.
Case Notes Standard Font dialog (#108)	Addition of a key combination to bring up standard font dialog for the Case notes "Narrative" field. The toolbar will not be changed.
Client Address Formatting verification (#118)	Additional logic to be added to the system that will check for formatting errors in address entries. This will only be applicable to client address entries.
Unverified Service Units grid (#126)	The "Column Settings" option on the "Unverified Service Units" grid to be enabled.
Spell Check Dictionary (#139)	The ability to delete items that were added to a users spell check dictionary.
Addition of second Medi-Cal field to the client MDS (#141)	Add a second Medi-Cal number field to the client MDS screen. <ul style="list-style-type: none"> ○ This would only include the addition of the field to the MDS form. ○ This would not include any specific reports or exports where this field might need to be reported.
Deactivate Physicians (#147)	Add the ability to deactivate Physicians
Care Plan Problem Numbers (#149)	Add the ability to re-sequence Care Plan problem numbers. <ul style="list-style-type: none"> ○ The re-sequencing (by Social Service Program) would be performed by a new function.
Care Plan Problems form (#151)	Addition of a link in the Care Plan Problems form available on a

Item	Description
	right-click menu.
Caseworker Name and Phone to be added to the Client MDS (Item E)	<p>Display caseworker name and phone if client has an open program.</p> <ul style="list-style-type: none"> ○ Primary Caseworker name and phone will appear on MDS. ○ A column to be added to the SSP grid that will be used to determine the Primary Caseworker. ○ San Mateo will provide the logic for prioritizing the programs that will be used to determine the Primary caseworker.
Program and effective date to be added to the Client MDS (Item F)	<p>Add Program and effective date on the MDS screen with the ability to control each of these fields with authorizations.</p> <ul style="list-style-type: none"> ○ The Program and effective date will be added to the Client MDS by adding a frame to the MDS screen. ○ Add authorization control for this field so that the program name is not displayed for a non-authorized user.
Auto-generated email sent to Case Managers in a specific program (#152)	<ul style="list-style-type: none"> ○ An automatically generated email will be sent to all case managers that are listed in a program when a case manager enters a case note. ○ This should only be applied to case managers for active cases. ○ Needs to be only to those case managers that have an open program.
“Contact Need” field (Item B)	Expand the “Contact Need” field to 40 characters.
“Impairment” field (Item C)	Expand the “Impairment” field to 40 characters.
Addition of “Support Need”, “Contact Need” and “Impairment” to the Client MDS (Item D)	Add the “Support Need”, “Contact Need” and “Impairment” fields to the MDS screen.
Addition of “AAS Active Client”, Casework Name and Date to MDS (Item G)	Display “AAS Active Client”, Caseworker Name and Date to MDS.
“Address 2 field” (Item H)	The ability to edit the Facility address that is auto-populated within the “Address 2” field.
“Client Address History” (Item I)	Additional of the ability to edit “Client Address History” (Item I)
Multiple Physicians Records (Item J)	Add the ability to have multiple address records for Physicians.

5. Specification Document Sign-off Process

The following describes the Specifications Document sign-off process:

- Once a specification is completed, the Contractor’s Project Manager will forward this specification via email to the County’s Project Manager.
- The County’s Project Manager will have 5 business days to review and either send back with any revisions or provide signoff. County may request in writing an additional 5 business days to review specifications due to the complexity of the specification or availability of County resources which shall not be unreasonably denied by Contractor.
- Contractor will make said revisions within 5 business days and send back to the County Project Manager for final signoff (assuming less than 10% revisions are required to the specification).
- The County must signoff on said specification no later than 3 business days after receipt. To expedite development, signoff will occur via email. The County Project Manager will electronically notify the Contractor’s Project Manager and state that the specification is complete and correct with regard to County requirements.
- Once signoff occurs, development of the particular screen, utility, or report can proceed.

It is assumed that any revisions will be kept to a minimum since all screens, utilities, and reports will be based on information already gathered from the County.

Any modification to the County sign-off dates will be handled via the Change Control Plan as described in Section 6 below.

6. Project Monitoring and Controls

Monitoring and Controlling Mechanisms

Project cost, schedule, and quality will be tracked throughout the project using the Project Gantt Chart. All work will be recorded based on the tasks listed in this Gantt chart. Project monitoring and control mechanisms include the following:

Project Gantt Chart

Status Report – The Contractor Project Manager will perform regular status reporting and meetings. These meetings will occur weekly or more often as necessary. The report will be distributed prior to the scheduled meetings. These meetings will be brief and structured.

Top 10 Risks List – Contractor will create a document that will be distributed monthly with the status reports to identify the top risks as the project moves along. It states the current likelihood of each risk, its rank from the last report, and how many times it has been ranked on the list. This document is the basis for identifying red flags at certain stages in the project.

Change Control Plan – Contractor will create a document that will be used to track each and every project change request that occurs after the Specifications for deliverable have been signed-off according to Section 5 above. This document will be communicated to County during scheduled project status meetings. It is used to gather and manage information relating to requested modifications of work products to be placed under Change Control. It will provide a location to track any requests and system defects in the deliverables discovered during project execution to resolution. The Change Control list facilitates visibility over the state and number of changes to a given work product.

In addition to these documents, all project assumptions will be revisited and validated upon hitting each Project Milestone. These assumptions will be validated within each status report.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed.

Exhibit C – PAYMENTS AND INVOICING
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND CH MACK, INCORPORATED

In consideration of the services provided by Contractor in Exhibit B County shall pay Contractor based on the following fee schedule.

Existing Licenses – Under prior Agreements with Contractor, County has acquired, and has paid in full, the following licenses:

	<u>Amount Paid</u>
25 Standard Licenses @ \$2200 ea =	\$55,000
25 Standard Licenses @ \$2000 ea =	\$50,000
25 Standard Licenses @ \$1,900 ea =	\$47,500
25 Standard Licenses @ \$1,800 ea =	\$45,000
24 Standard Licenses @ \$1,700 ea =	\$40,800
26 Field Licenses @ \$850 ea less discount to \$370 ea =	\$ 9,620
4 Field Licenses @ \$800 ea less discount to \$370 ea =	\$ 1,480
Total Existing Licenses:	154

Additional Licenses – Upon County’s written request, Contractor shall deliver additional licenses and County shall pay Contractor one-time fees as follows:

	<u>License Fee</u>
Standard Licenses 1-46 Licenses	\$1,600 each
Standard Licenses 47+ Licenses	\$1,200 each
Field Licenses 1-46 Licenses	\$ 800 each
Field Licenses 47+	\$ 600 each
Provider Licenses 1-46 Licenses	\$ 800 each
Provider Licenses 47+	\$ 600 each

Payment for additional licenses is due upon Delivery.

Maintenance and Support – Contractor shall provide Maintenance and Support services as described in Exhibit D Section 4 of this Agreement for the Licensed Software. County shall pay Contractor \$480 per year for each Standard, Field License, or Provider License. Maintenance and Support fees for Existing Licenses shall be paid annually in accordance with this Agreement. Under a prior agreement with Contractor, County has paid in full for Maintenance and Support for the existing licenses through September 30, 2008. Payment for Maintenance and Support for additional licenses shall be due upon Delivery, with the first year prorated and then on an annual basis thereafter. Contractor may increase Maintenance and Support fees annually by the amount of the increase in the Consumer Price Index as published by the Department of Labor over the prior twelve (12) month period, once in a twelve (12) month period, not to exceed 5%, provided that there shall be no increase until twelve (12) months after the Effective Date of this Agreement. Contractor will give County 60 days written notice of any increases.

Other Fees	Initial	Annual
Q Assessment Library	\$100/licensed user*	
I-WAY – Fees	\$12,000*	\$2,400/year
InterRAI –HC Uniform Assessment Tool Fees	\$1,000*	\$1,200/year
Escrow Services		\$2000/year
Transportation Services	\$5000/agency	\$1000/year
Home Delivered Meal Services	\$5000/agency	\$1000/year
Congregate Meal Services	\$5000/agency	\$1000/year
Adult Day Care Services	\$5000/agency	\$1000/year
Home Care Services	\$5000/agency	\$1000/year

*Initial fee has been paid by County

Training – Upon County’s written request Contractor shall provide additional or customized on site training at the rate of \$1,250 per day plus out of pocket expenses for travel.

Consulting Services – Upon County’s written request Contractor shall provide consultation services to enhance the County’s use of the system. Services and terms will be defined in a separate Statement of Work

(SOW). Contractor's rates for such services are \$131 per hour in 2007; \$138 per hour in 2008; \$145 per hour in 2009; \$152 per hour in 2010.

Development Services – Payment terms for Development Services are as follows:

A. Uniform Assessment Tool Phase 1A Deliverables Costs – Fixed price based upon an assumed duration of 12 weeks from completion of specifications to final Delivery of all software or as agreed to in the project workplan.

- Phase 1A \$31,000

B. Uniform Assessment Tool Phase 1B Deliverables Costs – The fixed price and payment terms for **Uniform Assessment Tool** Phase 1B deliverables will be determined after the completion of Phase 1A. A new SOW will be agreed to in writing by both parties and be considered an amendment to this Agreement. Fixed price based upon an assumed duration of 22 weeks.

- Phase 1B \$100,017 estimate

C. Q Continuum System Deliverable Costs – Fixed price based upon an assumed duration of 14 weeks from completion of specification to final Delivery of all software or as agreed to in the project workplan.

- \$ 57,965

Payment Terms – For **Uniform Assessment Tool** Deliverables Phase 1A and Q Continuum System Deliverables, payments shall be made on the following Milestones:

Effective Date:

- 20% for **Uniform Assessment Tool** Phase 1A Deliverables
- 20% for Q Continuum System Deliverables

Specification Sign-off:

- 30% on completion of specifications for **Uniform Assessment Tool** Phase 1A Deliverables
- 30% on completion of specifications for Q Continuum System Deliverables

Delivery:

- 30% on final Delivery of all **Uniform Assessment Tool** Phase 1A Deliverables
- 30% on final Delivery of all Q Continuum System Deliverables

Acceptance as described in Section 6 "Specification Document Sign-Off Process"

- 20% on acceptance of the **Uniform Assessment Tool** Phase 1A Deliverables
- 20% on acceptance of the Q Continuum System Deliverables

Out of Pocket Expenses. County shall pay all authorized and reasonable out of pocket expenses incurred by Contractor to perform Contractor's services under this Agreement. County may require Contractor to provide receipts to verify expenses.

Sales Taxes. County shall pay Contractor for any sales taxes incurred by Contractor as a result of Contractor performing Contractor's duties under this Agreement.

Invoicing. Contractor shall invoice County on a monthly basis for all services provided for or due to Contractor under this Agreement during that month. County shall pay Contractor for all authorized services within 45 calendar days of receipt of invoice. Disputed amounts not paid by County shall not be considered a breach by County. County shall provide Contractor in writing the reasons for all disputed amounts. Both parties shall then work in good faith to resolve the dispute within 30 days. If dispute is not resolved within 30 days the Dispute Resolution process as described in Exhibit D, Section 5 of this Agreement shall be followed.

In no event shall the total payment for services under this Agreement exceed EIGHT HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED FIFTY (\$832,850). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

**Exhibit D – LICENSE AGREEMENT, MAINTENANCE AND SUPPORT AND
TESTING AND ACCEPTANCE
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND CH MACK, INCORPORATED**

1. Grant of Rights

License Software Grant - In consideration of the payment of license and maintenance fees set forth in the Agreement, Contractor hereby grants to County a non-exclusive, non-transferable, worldwide perpetual license, to use Contractor Technology in machine-readable form (object code) and all related Documentation subject to the terms and conditions of the Agreement. County may use the Licensed Software as it deems appropriate, in the exercise of its sole discretion, in accordance with the terms of the Agreement at any County location.

License Restrictions - County acknowledges that, except as stated in the Agreement, County is not granted any right or title to the Contractor Technology or any intellectual property rights therein. County may not use, reproduce, demonstrate, distribute or sell the Contractor Technology in any manner or for any purpose except as specifically permitted under the Agreement.

County may not provide or permit access to the Licensed Software by any third party who intends, directly or indirectly, to distribute the Licensed Software, knowledge, or materials regarding features, functions, and general capabilities of the Licensed Software or who does not have a favorable business interest which is commercially advantageous to Contractor.

County may not remove any of Contractor's trade names, trademarks, copyright notices or any other Contractor identifiers or proprietary notices appearing on splash screens, Documentation or any other material provided by Contractor. Each copy of the Contractor Technology or Documentation reproduced by, or on behalf of Licensee, will contain the proprietary notices placed by Contractor on the media or within the code of the Licensed Software or on the Documentation, or Training Materials. County may not use, copy, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer or transfer the Licensed Software except as provided in the Agreement.

Non-compliance by County with these License Restrictions may result in termination of the Agreement at the sole discretion of Contractor. Prior to termination County will be granted a 30-day period for County to cure any such non-compliance.

2. Contractor Rights and Obligations

Marketing - Contractor may market, advertise and otherwise promote the Licensed Software, as it deems appropriate at its sole discretion. [CC3]

Compliance With Laws - Contractor will comply with all applicable laws and regulations in its use, marketing, distribution, and support of the Licensed Software.

3. Warranty

Training and Services Warranty - Contractor warrants that any training and ancillary services (such as customer support) contracted to be performed by Contractor pursuant to the Agreement will be performed in a professional manner consistent with generally accepted industry standards. If County wishes to obtain additional consulting services or professional services from Contractor, a separate Statement of Work will be agreed between the parties.

Anti-Virus Warranty - Contractor represents and warrants that the media containing the Licensed Software, any download, Update, or Enhancement will not contain any virus, worm or other code or routines designed to disable, damage, impair, or erase the Licensed Software, other software or data or the system upon which the Licensed Software, Update or Enhancement is installed.

Continued Support Warranty – Contractor represents and warrants that all Licensed Software provided for under this Agreement will be supported through the term of this Agreement, including receiving Updates and Enhancements.

Limitation of Liability

In no event, regardless of theory, shall either party be liable for incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue, loss of business, loss of data or other financial loss arising out of or in connection with the licensing, installation, use, performance, failure or interruption of the software or services provided hereunder. Except for the indemnity obligations provided herein, each party's maximum liability to the other party hereunder shall not exceed the fees and charges for the software or services purchased or licensed during the term of this Agreement.

4. Maintenance and Support

General Support - Contractor will use its best efforts to address any bugs, malfunctions or other non-conformities reported by County and to issue an Update resolving such issues as soon as reasonably practicable consistent with Contractor standard guidelines for response to such incidents, with due regard for the severity of the bug, malfunction, or non-conformity incident.

Support for Critical Events – Contractor shall respond within 1 hour to a critical event. A critical event is defined as a failure of the Software Programs to function in accordance with Documentation to the extent that in the County's reasonable judgment the system is not available to be used for normal County operations. Contractor shall provide an update, workaround, or a plan of resolution, within 4 hours.

Upgrades and Enhancements - Contractor will provide Updates and Enhancements at no additional cost to the County. Contractor will support the current and one prior Version of the Licensed Software.

Telephone Support - Contractor shall make available reasonable telephone support to County's personnel to assist them in utilizing the Licensed Software during the hours of 8:00 a.m. to 8:00 p.m. Monday through Friday PST (exclusive of Contractor holidays).

Programming Request – Contractor will use its best efforts to respond to a request for a programming change within 5 working days of receipt of the request from the County.

Customizations - Any customizations already purchased by the County shall be included in future Versions at no additional charge to the County.

Regulatory Compliance - Contractor shall be in compliance with applicable Federal or State laws pertaining to the Q Continuum system and may charge the County for specific compliance upgrades. Contractor will attempt to share costs with other "like" users of the Q Continuum System.

Documentation – Contractor will provide system documentation and user manuals on line at no additional charge to the County.

Remote Access – Contractor shall comply with County requirement for Contractor to remotely access the system for the purpose of providing support required under this Agreement.

Development Support - From time to time, County may request additional enhancements which are not included in the current public release version of the Licensed Software. Contractor will use its best efforts to include such enhancements under a separate Statement of Work to be developed and agreed between the parties.

5. General Provisions

Force Majeure - Neither party will be liable for delays in its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles.

Severability - If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government applicable to this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

United Nations Convention - The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement.

Dispute Resolution - In the event a dispute arises between Contractor and County that is not solved via normal channels, such dispute may be escalated as follows:

Level	Negotiating Parties		Maximum Days before Escalation
	County	Contractor	
1	Project Manager	Project Manager – Dan Falke	15
2	Relationship Manager	Account Manager – Holly Atha	5
3	Deputy Director Health Systems	Executive Sponsor – Edward J. Carl	5

The parties will respond in good faith during the escalation process and take good faith remedial action to resolve the cause of any issues. The time periods herein are in addition to those provided under other provisions of this Agreement. This provision shall not apply to claims for equitable relief (e.g., injunction to prevent disclosure of confidential information).

Named User Records and Contractor Inspection Rights - Licensee will maintain proper records of active named users who are authorized to access the Licensed Software. Upon at least ten (10) business days notice and no more than once in any twelve (12) month period, Contractor may have an authorized agent of the Contractor or an independent auditor, inspect and audit such records at County's business offices to verify compliance with its payment obligations related to named user licenses.

Confidential Information - During the term of the Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and not be revealed to third parties or applied to uses other than recipient's performance of its obligations hereunder, as specified in greater detail in Section 8 "Mutual Nondisclosure of Information".

Neither party shall disclose, advertise or publish the specific terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law and (ii) to its professional advisors and to investors or potential investors.

Executive Sponsor – Contractor will appoint an executive sponsor who will be responsible for the overall relationship with County for the duration of this Agreement.

6. Development Services.

For Development Services the following provisions shall apply:

A mutually agreed to implementation workplan shall be approved in writing by both parties before the start of any development services implementation and kept current throughout the duration of the implementation. Any changes that have a significant impact on the schedule or costs, require a change order approved in writing by both parties. During implementation, Contractor shall submit bi-weekly status reports that describe accomplishments in the prior month, task to be completed in the current month, and any significant issues that require County attention.

Upon completion of all of its development and testing, Contractor shall deliver to County a production ready version of the software. Delivery can be in phases as agreed to in the workplan. Prior to Delivery, Contractor shall have tested the software to insure that it is in compliance with the specifications and provided County with documentation of such testing including any material defects that were identified in Contractor testing. Contractor shall provide the County with 30 calendar days advance written notice of the software Delivery date. The County will then execute acceptance testing of the software. County will exercise the software in a way similar to the way it will be used in production to insure that the software will support these functions. The following is the process to be followed for acceptance testing:

Acceptance Test Plan – The County will define and document the test scenarios they plan to execute in order to certify the production readiness of the software. Test cases for acceptance testing will be based on County scenarios. This test plan will then be reviewed with the Contractor to

insure that the test cases are applicable, complete, and accurate and that both the County and the Contractor are working toward a common goal.

Test Execution – Following Delivery and approval of the acceptance test plan, the County will execute their acceptance test cases. The acceptance test period will span 20 business days. During that time, County shall notify Contractor of all defects. Defects that are identified will be addressed by Contractor as follows:

Defect Levels	Description	Time to New Build
Blocking Defect	Any defect that prevents access to functionality that must be executed prior to acceptance of the software.	2 business days
Critical	Any defect that (i) material affects the ability to execute a critical business process in the software, or (ii) affects the testing of another critical business process, or (iii) results in a major corruption of data.	5 business days
High	Any non-critical defect identified in testing that would prevent the software from being implemented in a production environment. No stable workaround available.	5 business days
Medium	Any defect identified in testing that is more significant than a cosmetic error, but will not prevent the software from being implemented in the production environment that will cause degradation of call processing or handling of data.	Next scheduled build if possible
Low	Any defect identified in testing that is cosmetic in nature.	Next scheduled build if possible

Test Completion – Testing will conclude once all test cases in the Acceptance Test Plan have passed and County shall provide Contractor with written notice of acceptance. A test case will pass when it can be successfully executed and no Blocking, Critical, or High defects exist in the process. Low and Medium defects will not be sufficient justification for failing a test case.

If test completion has not been achieved within the 20 day acceptance test period, the test period will be extended until test completion is achieved or up to a maximum of 20 additional business days. If at the conclusion of the acceptance testing extension period, test completion still has not been achieved, the County will have the right at its discretion to reject the software.

Acceptance of the Licensed Software – The software will be deemed accepted by the County when any one of the following occurs:

- a) The County provides written notice of acceptance
- b) All acceptance test cases have been successfully executed and confirmed in writing by County Project Manager
- c) Acceptance testing ceases and there are no outstanding material defects for a period of 5 days and confirmed in writing by County Project Manager
- d) The County installs the software into a production environment where it is generally available for County production use

Rejection of the Licensed Software – If the County rejects the software based on the failure of acceptance testing, the Contractor will have 15 business days to correct all material defects and resubmit the software to the County for acceptance testing. The County will re-execute the approved acceptance test cases. If any material defects are identified, County may, at its sole discretion, terminate the deliverable and be refunded any monies paid for the deliverable. Contractor shall have no further obligation to provide the deliverable.

7. Hardware, System Response Time and System Availability:

Contractor will provide hardware specifications for the production environment required for the operation of the Licensed Software prior to start of performance testing. Performance testing shall be performed annually or as otherwise mutually agreed to. As long as County's production environment is in compliance with Contractor's specification, Contractor shall be responsible for any hardware required to achieve the below system performance goals.

System Performance Goals:

User transactions against a single entity (member, provider, service authorization...)

- 90% of all transactions performed will provide response to the user in under 3 seconds
- 95% of all transactions performed will complete in less than 5 seconds.
- 99% Licensed Software availability (excluding downtime due to hardware, County network failures, or other failures caused by the County)

Performance should always be considered from an end-user perspective. But, there are many uncontrollable factors that influence system response times in an actual user environment. Servers, networks, workstations, switches, and other components will impact performance and are outside of Contractor's control. Therefore, for purposes of evaluating performance of the Licensed Software, measurements will be taken in an isolated test environment provided by the County that conforms to the following:

- All hardware and third party software will be comparable to the production environment. If not, performance goals will be adjusted to reflect expected performance in the production environment.
- No other applications will be running and no other network traffic will be present in the performance test environment.
- Any database features, not put in place by the Contractor, that create overhead, such as encryption routines, will be turned off.
- All network tracking or monitoring system will be turned off other than those necessary to track the performance test results.
- The Licensed Software will be configured in a true client/server configuration.
- Performance testing software will be used to simulate an environment with up to 100 concurrent users performing a mix of transactions that generally simulates actual production usage transactions.
- County will provide the performance-testing environment.
- Contractor will provide the performance testing software.

Performance concerns that result after the Licensed Software is in production will be triaged cooperatively by all parties with an interest in the environment, and resolved by the responsible party. Contractor will be responsible for, but will not be penalized for performance issues with the Licensed Software in production after it has passed performance testing in the test environment.

8. Mutual Non-Disclosure of Information

All Information exchanged between the parties in conjunction with this Agreement shall be subject to the following terms to the extent permitted by law. Use of the terms "Recipient" and "Discloser" hereunder refer to either County or Contractor, as the case may be. In consideration of the mutual promises and obligations contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with business projects in which they are engaged (the "Project").

B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are discussing the Project and any terms, conditions or other facts with respect to the Project (collectively Discloser's "Information"). Information provided by one

party to the other before execution of this Agreement and in connection with the Project is also subject to the terms of this Agreement. "Affiliates," means any company owned by, or owning in whole or in part, now or in the future, directly or indirectly through a subsidiary, a party hereto.

C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.

D) Recipient agrees to use Information solely in connection with the Project and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Project; and (b) have been advised of the confidential and proprietary nature of such Information.

E) All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to recipient within thirty (30) calendar days after such disclosure.

F) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser in writing authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; e) any information Recipient independently develops without use of or reference to Discloser's Information; or f) any information Recipient is required to disclose by operation of law after reasonable notice to Disclose.

G) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

H) Information remains at all times the property of Discloser. Upon Discloser's request and upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

I) Recipient will not identify Discloser, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.

J) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commences on the Effective Date of this Agreement and extends with regard to all Information until two (2) years after termination of this Agreement.

K) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

9. Escrow Services

Contractor is willing to establish County as a Beneficiary to its escrow account. Contractor's general terms for such an agreement are as follows:

Deposit of Source Code - Upon notice from the County to Contractor, Contractor shall deposit in escrow, an electronic, machine-readable copy of the most current version of the source code for the Licensed Software.

Conditions of Release of the Source Code - The source code shall be accessible to County under the following conditions:

If Contractor or its successors shall: enter into an agreement for the benefit of creditors; or become a voluntary or involuntary party to a petition for reorganization under the bankruptcy laws or be adjudicated as bankrupt; then the County may obtain a copy of the source code from the escrow account to support the Licensed Software.

The County will use the source code for support of the Licensed Software and for no other purpose. Ownership and all rights to the Licensed Software shall remain with Contractor or its successors, and the County will protect the confidentiality of the source code. Annual escrow account fees are borne by County.