

SYSTEM AGREEMENT
BETWEEN
SAN MATEO COUNTY, CALIFORNIA
AND
NETSMART NEW YORK, INC.

DATED _____

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS.....	6
2. TERM..	8
3. FINANCIAL MATTERS.	8
3.1 Purchase Prices	8
3.2 Price Guarantee	8
3.3 Charges.	8
3.4 Maximum Amount.....	8
3.5 Transportation and Insurance Charges.....	8
3.6 Taxes.	8
3.7 Contractor Expenses.	9
3.8 Invoices:	9
3.9 Overpayments to Contractor	10
3.10 Credits.	10
3.11 No Increases.....	10
3.12 Funding.	10
4. PROJECT MANAGEMENT.....	11
4.1 Reports and Meetings.	11
4.2 Contractor Executive Sponsor.	11
4.3 Contractor Project Manager.....	11
4.4 Contractor Staff.....	12
4.5 County Project Manager	13
4.6 Reference Checks.....	13
4.7 Records Retention and Access Requirements.....	13
4.8 Accounting Requirements.....	14
4.9 Supplemental Contracts	14
5. SERVICES AND RESOURCES.....	14
5.1 Performance	14
5.2 Necessary Resources.....	14
5.3 Ownership.....	14
5.4 Use of Property	15
5.5 Damage to Property	15
5.6 Notice of Damage	15
5.7 Surrender of Property.....	15
5.8 County Property and Facility	15
6. EQUIPMENT.	15
6.1 Equipment.	15

7.	DELIVERABLES.....	15
7.1	General.....	15
7.2	Work Plan.....	16
7.3	General Acceptance Process for Deliverables Other Than Software.....	16
7.4	System Acceptance Tests.....	17
7.5	Go-Live.....	18
7.6	Production Tests.....	18
7.7	Final Acceptance and Payment of Holdback.....	19
7.8	Source Code.....	19
7.9	Protection From Damage.....	19
7.10	Interpretation of Deliverables.....	19
7.11	Knowledge Transfer.....	20
8.	LICENSES.....	20
8.1	Grants.....	20
8.2	Term.....	20
8.3	Title.....	20
8.4	Documentation.....	21
8.5	Copies.....	21
8.6	Restrictions.....	21
8.7	Replacements.....	21
8.8	Third-Party Software Licenses.....	21
8.9	Electronic Delivery.....	22
8.10	Versions.....	22
8.11	Customizations.....	22
8.12	Software under Development.....	22
8.13	Software Environment.....	22
9.	OWNERSHIP.....	22
10.	IMPLEMENTATION.....	23
10.1	Implementation Phases.....	23
10.2	Conversion.....	23
10.3	Training.....	23
10.4	Optimization Review.....	23
10.5	Interfaces.....	23
10.6	Production Database Electronic Load.....	23
11.	WARRANTIES.....	23
11.1	Deliverables.....	23
11.2	Services.....	23
11.3	Legal and Regulatory Compliance.....	24
11.4	Software Integration.....	24
11.5	Ongoing Support.....	24

11.6	Date/Time Compliance Warranty.....	24
11.7	No Unauthorized Code.....	24
11.8	Physical Media Warranty.....	25
11.9	Authorization.....	25
11.10	Ability to Perform.....	25
11.11	Disclaimers.....	26
12.	WARRANTY SERVICES.....	26
12.1	General Responsibilities.....	26
12.2	Inquiry Assistance.....	26
12.3	Additional Assistance.....	27
12.4	Database.....	27
12.5	Enhancements.....	28
12.6	Bug Reports.....	28
12.7	Performance Standard Measurement.....	28
12.8	Change to County Data.....	28
13.	DISPUTE RESOLUTION.....	29
13.1	Good Faith Efforts.....	29
13.2	Continued Performance.....	29
14.	CHANGES.....	29
14.1	Changing Government Programs.....	29
14.2	Issuance of Change Requests.....	30
14.3	Contractor Response to Change Request.....	30
14.4	Agreement on Change Order.....	30
14.5	Disagreement.....	30
14.6	Termination.....	30
14.7	Contractor Submission of Change Request.....	31
15.	ADDITIONAL RIGHTS AND REMEDIES.....	31
15.1	Withholding Payments.....	31
15.2	Reductions in Payments Due.....	31
15.3	Cover.....	31
15.4	Liquidated Damages.....	31
15.5	Suspension for Convenience.....	32
15.6	Suspension Due to Breach.....	32
16.	INSURANCE.....	33
16.1	Liability and Auto Insurance.....	33
16.2	Worker’s Compensation Coverage.....	33
16.3	Subcontractors.....	34
16.4	Premiums.....	34
16.5	Cancellation.....	34

16.6	Insurance Documents.....	34
16.7	Increased Coverage.....	34
16.8	Cross-Liability	34
17.	CONFIDENTIAL INFORMATION.....	34
17.1	Protection Obligations.	34
17.2	Audit	35
17.3	Return.....	35
17.4	Injunctive Relief and Indemnity.	35
17.5	Exceptions.....	36
17.6	Public Records	36
17.7	Survival.....	36
18.	ADDITIONAL INDEMNIFICATIONS.	36
18.1	Intellectual Property.....	36
18.2	General.....	37
19.	DAMAGES DISCLAIMERS AND LIMITATIONS.....	37
19.1	County’s Disclaimer of Damages	37
19.2	County’s Limitation of Liability.....	37
19.3	Contractor’s Disclaimers of Damages	37
19.4	Contractor’s Limitation of Liability.....	37
19.5	Exceptions to Damages Disclaimers and Limitations	38
20.	TERMINATION.....	38
20.1	Termination for Material Breach	38
20.2	Termination for Rejection of Deliverables	38
20.3	Termination for Convenience.	38
20.4	Termination for Conflict of Interest.....	39
20.5	Termination for Withdrawal of Authority	39
20.6	Termination for Nonallocation of Funds	39
20.7	Termination for Use of Subcontractors without Consent	39
20.8	Termination Procedure.....	39
20.9	Termination by Contractor.....	40
21.	GENERAL CONDITIONS.	41
21.1	Assignment	41
21.2	Authority	41
21.3	Binding Effect.....	41
21.4	Claims	41
21.5	Compliance With Civil Rights Laws.	41
21.6	Compliance With Contractor Employee Jury Service Ordinance	42
21.7	Compliance With Equal Benefits Ordinance.....	43
21.8	Conflicts Between Documents; Order of Precedence.....	43

21.9	Cooperation of Parties.....	43
21.10	Duplicate Originals	43
21.11	Covenant Against Contingent Fees.....	43
21.12	Debarment and Suspension.....	44
21.13	Federally Funded Services.....	44
21.14	Entire Agreement; Acknowledgement of Understanding.....	44
21.15	Force Majeure	44
21.16	Governing Law	44
21.17	Headings	45
21.18	Independent Status of Contractor.....	45
21.19	Licensing Standards	45
21.20	Lobbying Activities	45
21.21	Modifications and Amendments.....	45
21.22	Nonwaiver.....	46
21.23	Notice of Delay.....	46
21.24	Notices.....	46
21.25	Publicity	46
21.26	Remedies.....	47
21.27	Severability	47
21.28	Sovereign Immunity.....	47
21.29	Subcontractors.....	47
21.30	Subpoena.....	48
21.31	Survival.....	48
21.32	Waiver.....	48

- Exhibit A – Deliverables, Payments and Key Staff
- Exhibit B – Equipment and Software Configuration
- Exhibit C – Performance Standards
- Exhibit D – Support Services
- Exhibit E – Additional Specifications
- Exhibit F – Escrow Agreement
- Exhibit G – Business Associate Terms
- Exhibit H – Work Plan
- Exhibit I – RFP
- Exhibit J – Response and Revisions to the Response
- Exhibit K – Netsmart Programs
- Exhibit L – Third-party Programs
- Exhibit M – Additional Purchase Options
- Exhibit N – InfoScriber End-user License
- Exhibit O – ASP Migration Services and Fees
- Exhibit P – Licensed Program Specifications

SYSTEM AGREEMENT

This System Agreement (the "Agreement") is entered into as of the ___ day of _____, 2008 (the "Effective Date"), by and between San Mateo County, California ("County"), and Netsmart New York, Inc., a Delaware corporation ("Contractor"), as described further below:

RECITALS

On behalf of County, the California Institute of Mental Health issued Request for Proposals #07-03 (the "first RFP"), dated July 14, 2003, to initiate a project to acquire a new Behavioral Health Information System to replace the current system used by County;

In September 2005, the San Mateo County Health Department released a Request for Proposals (the "second RFP") for the selection of a vendor for the provision of a new business technology system for the Mental Health Services Division;

Contractor submitted a proposal in response to the second RFP, dated January 17, 2006;

County evaluated the proposal and selected Contractor for its new project;

Contractor desires to enter into an agreement with County to provide County with a new system and associated services; and

County and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing to County the new system and associated services; and

The parties agree they will perform their respective obligations as described below in this Agreement.

Therefore, in consideration of the foregoing premises and the mutual promises and covenants as set forth below, the parties agree as follows:

1. Definitions. The following terms as used throughout this Agreement shall have the meanings as set forth below.

1.1 "Acceptance": A written Notice from County to Contractor that a Deliverable or Service has conformed to its applicable Acceptance Criteria in accordance with the process described in Section 7.3.

1.2 "Acceptance Criteria": The Specifications against which each Deliverable and Service shall be evaluated in accordance with Section 7.3, Section 7.4, and Section 7.6.

1.3 "Acceptance Tests": The tests or reviews that are performed by County and that must be satisfied before Acceptance can occur as set forth in Section 7.3, Section 7.4, and Section 7.6.

1.4 "Application Software": The Proprietary Software, Custom Software (if any), and Third-Party Software licensed or sublicensed to County from Contractor.

1.5 “Certification”: County’s receipt of Notice from Contractor that Contractor has, as applicable: completed a Deliverable in accordance with its Acceptance Criteria or pre-tested the System or a Service for compliance with the Specifications; and confirmed the Deliverable, including but not limited to the System, or Service is ready for applicable Acceptance Tests.

1.6 “Change Order”: A written form, in response to a Change Request, that is mutually agreed to in writing by County and Contractor, that modifies, deletes or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of Section 14.

1.7 “Change Request”: A written form used to modify, delete or add to the Deliverables or Services, in whole or in part, made in accordance with the terms of Section 14.

1.8 “Charges”: The Maximum Payment(s) to be paid for Services authorized under this Agreement, in whole or in part, as described in Exhibit A.

1.9 “Concurrent User”: A workstation that is accessing the Cache or Crystal Reports View Software programs and any background process (e.g. real-time interface such as HL7, conversion programs and queued reports).

1.10 “Confidential Information”: Various trade secrets and information of each party that either Contractor or County desires to protect against unrestricted disclosure, including without limitation; with respect to Contractor, the Contractor Technology; with respect to County, the Configuration and County non-publicly available Data; nonpublic Specifications; the Software; any nonpublic information or documentation concerning either party’s business or future products or plans that are learned by the other party during the performance of this Agreement; and information that is designated as confidential by the disclosing party except as is required to be disclosed under the Public Records Act. The following are also hereby designated County Confidential Information: client and employee personal information, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data and health information, and law enforcement records, and such other Confidential Information as is described in this definition.

1.11 “Configuration(s)”: Set up and customization of tables, schema, personal calculation rules, functions, features, operations, infotypes (i.e., screens) and reports for the Application Software produced by Contractor.

1.12 “Contractor”: Netsmart New York, Inc., its employees, subcontractors, and agents.

1.13 “Contractor Project Director”: The individual chosen by Contractor with management responsibilities for Contractor to increase Charges or Purchase Prices, as described in Section 4.3.2.

1.14 “Contractor Project Manager”: The individual chosen by Contractor and approved by County with management responsibilities for Contractor, as described in Section 4.3.

1.15 “Contractor Technology”: Intellectual property owned by Contractor prior to the Effective Date (including modifications, enhancements or improvements to such intellectual property developed hereunder), including Contractor’s proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models,

templates, general purpose consulting and software tools, utilities, and routines; the Proprietary Software; the Custom Software; and Contractor's Confidential Information.

1.16 "Conversion": The Services for converting historical and other Data for Processing by the Software and System as described in Exhibit H.

1.17 "Converted Data": The Data which has been successfully converted by Contractor for Processing by the System.

1.18 "Cosmetic Deficiencies": Deficiencies that are cosmetic or inconsequential.

1.19 "County Project Director": The person designated by County to be responsible for financial and contractual matters regarding the Agreement, including but not limited to, the person to whom County signature authority has been delegated in writing. The term includes, except as otherwise provided herein, an authorized representative of the Project Director acting within the limits of his/her authority.

1.20 "County Project Manager": The person designated by County to be responsible for day-to-day management of County resources for the Project and monitoring the status of Contractor's performance under the Agreement.

1.21 "Critical Event(s)": The events and Deliverables listed as such in Exhibit A.

1.22 "Custom Software": The modifications and changes to the Application Software, including, without limitation, Interfaces designed, developed or produced by Contractor under the Agreement.

1.23 "Data": County's records, files, forms, data and other documents, including, but not limited to, Converted Data.

1.24 "Date Warranty": The warranty provided in Section 11.3.

1.25 "Days": Calendar days, unless otherwise indicated.

1.26 "Deficiency": A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to its Specifications.

1.27 "Deliverables": Contractor's products which result from the Services and which are prepared for County (either independently or in concert with County or third parties) during the course of Contractor's performance under this Agreement, including, without limitation, deliverables which are described in Exhibit A and in Change Orders. Deliverables may also include Contractor Technology.

1.28 "Delivery": Receipt of Notice from Contractor that Certification has occurred for the System, in whole or in part, as described in the Work Plan.

1.29 "Dispute Resolution": The process for resolving disputes as described in Section 13.

1.30 “Documentation”: All operations and technical manuals used in conjunction with the System, in whole and in part, including, without limitation, manuals provided by licensors of the Application Software, a conceptual data model and an entity-relationship diagram.

1.31 “Effective Date”: The date that this Agreement was approved by the County of San Mateo Board of Supervisors.

1.32 “Enhancements”: All updates, upgrades, additions, and changes to, and future releases for the Application Software in whole or in part, including without limitation: (1) updated versions of the Application Software to operate on upgraded versions of firmware or upgraded versions of Equipment; and (2) updated versions of Application Software that encompass improvements, extensions, Maintenance updates, error corrections, or other changes that are logical improvements or extensions of the Application Software supplied to County. In addition, Enhancements will also include changes to the Software as described in Section 12.5.2.

1.33 “Equipment”: The computer hardware on which the Software shall operate following its delivery, all operating system software for use with the Equipment, and telecommunications facilities and services as listed in Exhibit B.

1.34 “Final Acceptance”: A Notice from County to Contractor of the event when the System performs in accordance with the applicable Acceptance Criteria at the completion of Production Tests.

1.35 “Fixed Fee Payment(s)”: The set dollar amount payment(s) for Implementation and Software Development Services required to complete Contractor’s tasks as described in the Work Plan and Statement of Work.

1.36 “Function(s)”: A discrete capability or function of the Software as described in the Documentation.

1.37 “Go-Live”: As described in the Work Plan, the event(s) that occurs after Acceptance of the System, in whole or in part, by the County when the County decides to put the System, in whole or in part, into Productive Use.

1.38 “Holdback”: The payment amounts designated as such in Exhibit A.

1.39 “Implementation”: The process for making the System fully Operational in County for Processing the Data in County’s normal business operations. Implementation shall be completed when Contractor has completed the Implementation Services according to the Work Plan and County has issued Final Acceptance.

1.40 “Interfaces”: Custom Software that is developed by Contractor for transmitting Data between the System and other systems.

1.41 “Joint Development”: The payment method whereby Contractor is reimbursed for Deliverables in Exhibit E in response to a County-written request which also involves other parties who are Contractor customers and co-requesters of the same Deliverables. The payments and milestones will be as agreed in writing by all parties and may differ for each Deliverable. The amounts paid by County shall be counted towards the Maximum Amount of the Agreement.

1.42 “Key Staff”: Contractor’s key personnel listed on Exhibit A.

1.43 “Maintenance”: Services which will be performed by Contractor following installation of the Application Software and which are described as such in the RFP, the Response and Exhibit D.

1.44 “Maximum Amount”: The maximum amount payable by County to Contractor under this Agreement, as established in section 3.4.

1.45 “Maximum Payment(s)”: The maximum amounts which will be paid for Services performed and Deliverables which receive Acceptance, as described in Exhibit A, Section 2 and Section 3.

1.46 “Normal Business Hours”: County’s Normal Business Hours are 6:00 a.m. until 6:00 p.m. Pacific Time, Monday through Friday.

1.47 “Notice”: A written document given by a party to the other in accordance with Section 21.24.

1.48 “Object Code”: The binary code version of a Software program loaded into a computer’s memory to enable it to perform a program function.

1.49 “Operational”: The condition when the System is functional in accordance with its Specifications and usable for its purposes in the daily operations of County.

1.50 “Performance Standards”: The standards to which the System shall perform and which Services will meet during Acceptance Tests and thereafter, as described in Exhibit C.

1.51 “Processing”: The performance by the Software residing on the Equipment of logical operations and calculations on the Data.

1.52 “Production Tests”: The Acceptance Tests that will be performed on the System, in whole or in part, after Go-Live of the System, in whole or in part. Production Tests will include time for submission, prosecution and preliminary adjudication of claims by the State and Medicare, and 20 days for review by the County to confirm this process was completed as required by applicable State and Federal laws and regulations.

1.53 “Productive Use”: Use by County of the System in its actual business operations.

1.54 “Project”: The planned undertakings regarding the activities during the Agreement.

1.55 “Property”: All County Equipment and other County real and personal property.

1.56 “Proprietary Software”: All computer programs which were developed and owned by Contractor or Subcontractors prior to the Effective Date (including but not limited to computer programs known as “Avatar”) or which are developed during the term by Contractor Staff (including but not limited to Subcontractors) in performing work that is for the County, and any

modifications thereof and derivative works based therein, and the documentation used to describe, maintain and use such Proprietary Software.

1.57 “Purchase Price(s)”: The Maximum Amount(s) for the purchase of each Deliverable, in whole or in part, as described in Exhibit A.

1.58 “Response”: Contractor’s response to the first RFP, dated July, 2003, and second RFP dated September, 2005, as amended, which is included as part of Exhibit I.

1.59 “RFP”: Request for Proposal issued by the California Institute of Mental Health on behalf of County for the selection of a vendor for the provision of a new business technology system for the Mental Health Services Division. The first RFP was dated July, 2003. The second RFP dated September, 2005 was issued by the County.

1.60 “Schedule”: The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.

1.61 “Services”: The tasks and services to be performed by Contractor on the Project, as described in the Agreement.

1.62 “Site(s)”: The location(s) for the County or Contractor Equipment and Software, as agreed to by County and Contractor.

1.63 “Software”: The Application Software, the Configuration, the Avatar data model, all standard Avatar reports, software which is known as Cache and the Crystal Reports Reader interface (i.e., the Open Data Base Connectivity (“ODBC”) protocol integration of the Crystal Reports Reader within the Application Software) and which is provided by Contractor with the Application Software, and all Enhancements thereto all in Source Code and Object Code formats. Enhancements provided by Contractor prior to completion of the Project and during Support and Maintenance shall be included as part of the Software.

1.64 “Source Code”: The series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained persons and that is translated into Object Code which then directs the computer to perform its functions.

1.65 “Specifications”: The technical and other written specifications that define the requirements as described in the RFP, the Response, subsequent Deliverables which have received Acceptance, the Performance Standards, and the Documentation; and as listed on Exhibit E. The Specifications are, by this reference, made a part of this Agreement, as though completely set forth herein.

1.66 “Staff”: Contractor’s employees, Subcontractors and agents who shall provide the Services on behalf of Contractor.

1.67 “State”: The State of California.

1.68 “Statement of Work”: The Statement of Work is based on the Work Plan included in Exhibit H.

1.69 “Subcontractor”: A person, partnership, or company, not in the employment of or owned by Contractor, which is performing Services under this Agreement under a separate Agreement with or on behalf of Contractor.

1.70 “Support”: The technical and customer support Services which are described as such in the RFP and Response and in Exhibit D.

1.71 “System”: The complete collection of all Software integrated and functioning together with the Data in accordance with the applicable Specifications.

1.72 “System Testing”: Functional and integration testing performed on the System by Contractor so that Contractor can provide Certification of the System’s readiness for applicable Acceptance Tests by County on the System and after completing design and development of the Configuration and Custom Software; and integration of the Application Software, Configuration, and Data for operation on the Equipment.

1.73 “Third-Party Software”: Software which is developed by third parties (not including Subcontractors) and generally distributed for commercial use, and not specifically designed or developed for County, including without limitation operating system software, tools, utilities, and commercial-off-the-shelf software and which Contractor is required to supply to County pursuant to the terms of this Agreement.

1.74 “Time and Materials”: The payment method whereby County pays Contractor on an hourly basis and for out of pocket expenses incurred for Deliverables in response to a County-written request and mutually accepted Specification.

1.75 “Training”: The training Services to be provided by Contractor to County, described as such in the RFP and Response, and any Training Deliverable.

1.76 “Unauthorized Code”: Any: (i) virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions; and (ii) back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Unauthorized Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or Support.

1.77 “Uptime”: The time that the entire System is Operational, as measured 24-hours-a-day, Monday through Sunday, on a monthly basis, except for mutually agreed upon scheduled maintenance activities. Uptime shall be as described in Exhibit C.

1.78 “User(s)”: Parties who will have use of and access to the System.

1.79 “Warranty Period”: The 12-month period following Acceptance of each Custom Software Deliverable.

1.80 “Warranty Services”: The Services to be provided to County by Contractor during the Warranty Period as described in Section 12.

1.81 “Work Plan”: The overall plan of activities for the Project, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard to the Project, as preliminarily attached as Exhibit H and as updated in accordance with Section 7.2 of this Agreement. The Work Plan shall be incorporated herein, and each revised Work Plan shall be incorporated herein upon its Acceptance by County.

2. Term. Subject to compliance with all of the terms and conditions included herein, the term shall begin on the Effective Date and shall continue for seven (7) years, subject to earlier termination as provided herein. Contractor shall provide Support and Maintenance Services as described in Exhibit D for the term of the Agreement.

3. Financial Matters.

3.1 Purchase Prices. Except as otherwise provided herein and subject to County’s receipt of a correct invoice and Contractor’s performing its obligations as required in the Agreement, County shall pay Contractor the undisputed Purchase Price for each Deliverable as described in Exhibit A.

3.2 Price Guarantee. Contractor guarantees that the County is receiving the lowest price offered by Contractor to other similar customers in California for similar products and services. If, in the future, Contractor offers a lower price or deeper discount to other similar customers, similar prices or discounts must be extended to County for any purchases made by County after the date such lower prices or deeper discounts are offered by Netsmart to other similar customers for such products or services. .

3.3 Charges. Except as otherwise provided herein and subject to County’s receipt of a correct invoice and Contractor’s performing its obligations as required in the Agreement, County shall pay the undisputed Charges for the Services which are not included in the Purchase Prices and which are described in Exhibit A and Exhibit D within 30 days of receipt of such an invoice for Services provided in the previous month.

3.4 Maximum Amount. The Maximum Amount payable under the terms of this Agreement shall be Three Million Seven Hundred Fifty Nine Thousand Four Hundred Nine dollars (\$3,759,409).

3.5 Transportation and Insurance Charges. The costs associated with transportation, delivery and insurance for each Deliverable, if any, shall be paid for by Contractor.

3.6 Taxes. County shall pay for any sales or use taxes imposed on the Deliverables if County receives an invoice from Contractor for such taxes within one year of the due date. Contractor must pay all other applicable taxes including, but not limited to, taxes based on Contractor’s income or revenue or personal property taxes levied or assessed on Contractor’s personal property to which County does not hold title.

3.7 Contractor Expenses. County shall pay Contractor’s reasonable out-of-pocket expenses which are pre-approved by County in writing and which are incurred in connection with providing the Services, such as travel and per diem expenses for its Staff, and such expenses shall not exceed an amount described in Exhibit A. Contractor’s expenses shall be in accordance with County’s travel policy. County may request and Contractor shall provide receipts and other documentation to verify the accuracy of Contractor’s expenses. All travel included in the Work Plan

is considered pre-approved by County. However, Contractor shall be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance.

3.8 Invoices. Contractor shall submit correct invoices to the County Project Manager during the Project and the County Project Director during Maintenance and Support for all Charges, Purchase Prices and other amounts to be paid by County hereunder. All invoices submitted must meet with the approval of the County Project Manager or designee prior to payment. Contractor shall only submit invoices for Services or Deliverables as permitted by this Section 3.8 of the Agreement. Incorrect or incomplete invoices will be returned by County to Contractor for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement. Invoices must reference this Agreement and provide detailed information and in a format as requested by County, including without limitation:

3.8.1 Contractor name, address, telephone number and Federal tax identification number;

3.8.2 An itemization of each Deliverable;

3.8.3 The Deliverable for which payment is sought, and the Acceptance date triggering payment;

3.8.4 Applicable Purchase Prices and Charges;

3.8.5 Date of delivery and/or date of installation, as applicable;

3.8.6 Any other Project costs with a detailed, itemization of such costs, if applicable;

3.8.7 Sales or use taxes, if applicable;

3.8.8 Credits, if any;

3.8.9 Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California. The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 200_

Signed _____ Title _____

Agency _____”

3.8.10 Total Amount Due

3.9 Overpayments to Contractor. Contractor shall promptly, but in all cases within 30 days, pay to County the full amount of any erroneous payment or overpayment upon Notice of an erroneous payment or overpayment to which Contractor is not entitled.

3.10 Credits. Any credits due County under this Agreement may be applied against Contractor's invoices with appropriate information attached, upon giving of notice required herein, if any, by County to Contractor.

3.11 No Increases. Contractor shall not increase the Maximum Amount due from County under this Agreement for all Services and Deliverables, Purchase Prices or other Charges during the term of this Agreement.

3.12 Funding.

3.12.1 The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or Federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or Federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or Federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such nonallocation or nonfunding, as provided in the notice, will cease and terminate as applicable.

3.12.2 If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the County, State, and/or Federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or Federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 20.6. If such funding is reduced and County does not exercise such right to terminate, County and Contractor shall mutually determine which aspects of the Agreement shall proceed and which Services shall be performed, with Contractor's Charges for such Services and Purchase Prices for associated Deliverables reduced proportionately in accordance with such mutual agreement. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Section 20.6. Any obligation to pay by County will not extend beyond the end of County's then current funding period.

3.12.3 Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

4. Project Management.

4.1 Reports and Meetings.

4.1.1 The Contractor Project Manager and other Key Staff shall participate in status meetings with the County Project Manager and other members of County's Project team during the Project at times as mutually agreed upon or indicated in the Work Plan and in person or by telephone conference call, videoconference, and/or web conference. These status meetings shall follow a preset agenda jointly prepared by the Contractor Project Manager and

County Project Manager, but will also allow both Contractor and County to discuss other issues that may concern either party.

4.1.2 As reasonably requested by County, the Contractor Project Manager shall assist the County Project Manager in preparing and shall prepare special reports and presentations related to the Project management.

4.2 Contractor Executive Sponsor. Contractor will appoint an executive sponsor to County to oversee and manage the relationship with County throughout the Term of the Agreement. Such executive sponsor will meet twice a year or as mutually agreed to with County senior management.

4.3 Contractor Project Manager.

4.3.1 Contractor shall assign to the Project a Contractor Project Manager of a management level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and approved by County prior to his or her appointment as Contractor Project Manager. The approval process may include, at County's discretion, an interview with the proposed Contractor Project Manager. County will not unreasonably delay or deny approval of the Contractor Project Manager. The Contractor Project Manager shall be responsible for acting as a liaison with the County Project Manager.

4.3.2 Contractor agrees that the Contractor Project Manager shall be fully qualified to perform the tasks required of that position under this Agreement. The Contractor Project Manager shall function as Contractor's authorized representative for all Project management and administrative matters not inconsistent with the provisions contained herein. The Contractor Project Manager shall have authority to make decisions and approve Change Orders that do not result in an increase or decrease in the Charges or Purchase Prices for this Agreement on behalf of Contractor. Such decisions and Change Order approvals for Contractor that result in an increase in the Charges or Purchase Prices shall be made by a Contractor Project Director who is designated in writing by Contractor within ten days of the Effective Date or such other Contractor representative who may be designated with appropriate notice to the County from time to time.

4.3.3 If the Contractor Project Manager is removed or replaced, Contractor will promptly provide Notice to County and submit a resume. Contractor must obtain approval of the replacement Contractor Project Manager from County, prior to his or her beginning work on the Project. Contractor shall temporarily fill the Contractor Project Manager within seven days and shall fill the position with a permanent fulltime replacement within 45 days of the Contractor Project Manager's removal or departure.

4.4 Contractor Staff.

4.4.1 Prior to the Effective Date, Contractor shall have provided to County names of and resumes for Key Staff for the Project and their positions during the Project and Support and Maintenance. Contractor shall also provide to County job descriptions for Key Staff positions.

4.4.2 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff shall not be changed during the Project without the prior written approval of County. During the term of the Agreement, County

reserves the right to approve or disapprove Contractor's and any Subcontractor's Key Staff assigned to this Agreement, to approve or disapprove any proposed changes in Key Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by County, subject to County's compliance with applicable laws. Contractor shall provide County with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to be assigned to any aspect of the performance of this Agreement prior to commencing any Services.

4.4.3 All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced.

4.4.4 Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor understands and agrees that County does not assume liability for the actions of Contractor's Subcontractors or agents.

4.4.5 Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of County. Contractor will indemnify and hold County harmless from any and all such claims asserted against County. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from County (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

4.5 County Project Manager. The Contractor Project Manager's primary point of contact in matters of Project management shall be the County Project Manager. The County Project Manager or his or her designee or successor will manage this Agreement on behalf of County and will be the principal point of contact for the Contractor concerning Contractor's performance under this Agreement. County Project Manager will designate County staff roles and responsibilities.

4.6 Reference Checks. Due to the confidential nature of the information and materials which will be accessible to Contractor, County shall conduct a reference check on all Contractor Staff to be used to provide the Services. County reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks or additional sources of information, and shall, upon the request of Contractor and following de-identification of the source of the information, provide Contractor with such results.

4.7 Records Retention and Access Requirements.

4.7.1 Contractor shall agree to the conditions of all applicable County, State and Federal regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Contractor shall agree to the following terms regarding retention of records and access for County, State and Federal government officials.

4.7.2 Contractor and its Subcontractors shall maintain books, records, documents and other evidence which sufficiently and properly reflect the accuracy of amounts billed to County during the performance of this Agreement and shall retain all such records for six years after the expiration or termination of this Agreement. Records involving matters in litigation related

to this Agreement shall be kept for one year following the termination of litigation, including all appeals if the litigation has not terminated within six years from the date of expiration or termination of this Agreement.

4.7.3 All such records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the Project Director and/or County, State and Federal officials so authorized by law, rule, regulation or contract, when applicable. During the term of this Agreement, access to these items will be provided within San Mateo County. During the six year period after this Agreement term or one year term following the termination of litigation, delivery of and access to these items will be at no cost to County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors. Notwithstanding anything to the contrary herein, County shall on behalf of the Behavioral Health and Recovery Services Division of the Health Department (but without limiting other government agencies such as the County Auditor or State Auditor) agree to audit Contractor in accordance with the terms of the Agreement no more often than semi-annually.

4.7.4 The records retention and review requirements of this Section shall be included by Contractor in any of its subcontracts with Subcontractors. County's personnel shall be accompanied by Contractor personnel at all times during any examination, inspection, review or audit. Contractor shall make no charges for services rendered in connection with an audit requested by County.

4.7.5 Contractor shall provide right of access to its facilities to County, or any of County's officers or to any other authorized agent or official of the State of California and/or the Federal government, at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.

4.7.6 As part of the Services, Contractor shall provide, upon County's request, a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services provided to County under this Agreement.

4.8 Accounting Requirements. Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this Agreement, and the costs properly applicable to the Agreement shall be readily ascertainable therefrom.

4.9 Supplemental Contracts. County may undertake or award supplemental contracts for work related to this Agreement, or any portion thereof. Contractor shall cooperate with such other contractors and County in all such cases. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of any such other contractors or for any delays which may be caused by any such other contractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor.

5. Services and Resources.

5.1 Performance. Contractor shall begin to perform the Services on the Effective Date. Contractor shall perform the Services as described in this Agreement and in accordance with the Work Plan.

5.2 Necessary Resources. Except as specifically provided herein, Contractor shall provide the personnel and all other materials and resources necessary for the performance of the Services.

5.3 Ownership. Title to all Property furnished by County shall remain in County. Title to all Property purchased by Contractor, for which Contractor has been reimbursed by County under this Agreement, shall pass to and vest in County upon the earlier of Acceptance of the applicable Deliverable in which the Property is included, or Final Acceptance, unless otherwise provided in the Agreement.

5.4 Use of Property. Any Property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the County Project Manager, be used only for the performance of its obligations under and subject to the terms of this Agreement.

5.5 Damage to Property. Contractor shall protect and be responsible for any loss, destruction, or damage to Property which results from or is caused by Contractor's willful misconduct or negligent acts or omissions or from the failure on the part of Contractor to maintain and administer that Property in accordance with sound management practices. Notwithstanding anything to the contrary herein, Contractor shall be liable to County for any damages resulting from damage to Property, which damages result from or are caused by Contractor's willful misconduct or negligence. Contractor shall ensure that the Property is returned to County in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any County Site, and shall do so without requesting contribution or assistance from County.

5.6 Notice of Damage. Upon the loss of, destruction of, or damage to any of the Property, Contractor shall notify the County Project Manager thereof and shall take all reasonable steps to protect that Property from further damage.

5.7 Surrender of Property. Contractor shall surrender to County all Property upon the earliest of completion, termination, or cancellation of this Agreement.

5.8 County Property and Facility. County will provide Contractor access to and use of the County Equipment as described in Exhibit B. Contractor's use of the County Equipment shall be subject to County's security, administrative and other requirements.

6. Equipment.

6.1 Equipment. Exhibit B describes the Equipment (including any Third Party Software) and technical environment required to operate the Software provided for in Exhibit A of this Agreement. During the Term of this Agreement, County may purchase Equipment from Contractor and or from a third party. Title to Equipment purchased from Contractor shall pass to County upon payment in full. Current costs for Equipment required for the applications provided for under this Agreement are described in Exhibit B. Payment terms for Equipment purchased from Contractor shall be in accordance with Exhibit B. Prior to ordering Equipment, Contractor shall

provide County with an updated Exhibit B for County review and approval and that shall be considered an amendment to the Agreement.

7. Deliverables.

7.1 General.

7.1.1 Contractor shall provide County with the Deliverables according to the Work Plan and as described in the RFP, the Response, and other parts of this Agreement. Contractor shall utilize the Specifications, the Work Plan, the RFP, the Response, the Deliverables for which County has previously granted Acceptance, Contractor's professional knowledge, and this Agreement as the basis of subsequent Deliverables. Contractor shall retain backup copies in writing and on electronic media of all Deliverables until 180 days after termination or expiration of this Agreement and shall provide County on its request with a copy thereof until that time.

7.1.2 All Deliverables shall be subject to County's Acceptance, including without limitation Deliverables provided pursuant to Change Orders. County's review of Deliverables shall be in accordance with the time frames therefore set forth in the Work Plan.

7.2 Work Plan.

7.2.1 The Work Plan is included as part of Exhibit H.

7.2.2 Contractor shall provide updates to the Work Plan as necessary throughout the Project to accurately reflect the status of activities, tasks, events, Services, and projected Schedule for such activities, tasks, events and Services. The Work Plan shall be inclusive of the mutual expectations and work to be performed by County and Contractor in order to complete the Project successfully. Any such update changes must be agreed upon in writing by the parties pursuant to the Change Order process prior to their final incorporation into the Work Plan.

7.2.3 The Schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by County.

7.2.4 Contractor shall maintain updated copies of the Work Plan in a common server drive accessible by County.

7.2.5 County will perform its obligations in accordance with the Work Plan. Contractor shall not be liable for performance failures which are caused by County's failure to provide resources which County is required to provide as described in the Work Plan.

7.3 General Acceptance Process for Deliverables Other Than Software.

7.3.1 Upon delivery of a Deliverable other than Software and receipt of Certification from Contractor that the Deliverable meets its Specifications, County will, with Contractor's assistance and in accordance with the Work Plan, promptly review or perform Acceptance Tests on the Deliverable, as applicable, to determine whether the Deliverable conforms to its Acceptance Criteria. County will provide Acceptance for a Deliverable other than Software if it meets its Acceptance Criteria. However, if a Deliverable does not meet its Acceptance Criteria, County will notify Contractor in an email or other document of the reasons why the Deliverable failed to meet the Acceptance Criteria and why County did not give Acceptance. Contractor shall resubmit a corrected Deliverable to County which will review or perform Acceptance Tests on the

Deliverable to verify whether the Deliverable meets its Acceptance Criteria and in writing shall either give its Acceptance or reject it following such review or Acceptance Tests. Contractor's times for correcting failures to meet Acceptance Criteria and County's review of Deliverables shall be in accordance with the timeframes therefore set in the Work Plan. If time periods for correcting failures to meet Acceptance Criteria and reviewing and retesting corrected Deliverables are not in the Work Plan, each such time period shall be ten business days.

7.3.2 If Contractor is unable to correct all Deficiencies (except for Cosmetic Deficiencies) within the number of days indicated in the Work Plan following the non-Software Deliverable's scheduled Acceptance, or if no such date is in the Work Plan, within 60 days from such scheduled Acceptance, County may, at its option: (a) continue reviewing or performing Acceptance Tests on the Deliverable and require Contractor to continue until Deficiencies are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement Deliverable for further review or Acceptance Tests; or (c) after completion of the process set forth in this Section 7.3 and providing Notice of default to Contractor, terminate this Agreement, in whole or in part as provided in Section 20.2.

7.4 System Acceptance Tests.

7.4.1 Performance. Following receipt of Notice from Contractor that Certification has occurred for the System, in whole or in part, as described in the Work Plan, County shall begin to perform Acceptance Tests on the System, in whole or in part, to determine whether the System, in whole or in part, performs without Deficiency (except for Cosmetic Deficiencies). Contractor will assist County as requested in performing such Acceptance tests in accordance with the Work Plan

7.4.2 Acceptance. County will provide Acceptance for the System, in whole or in part, in accordance with the Work Plan, if it has no Deficiencies (except for Cosmetic Deficiencies) during these Acceptance Tests. However, if a Deficiency (except for Cosmetic Deficiencies) occurs during these Acceptance Tests, County shall give Contractor Notice of its nonacceptance of the System, in whole or in part, with such Notice delineating Deficiencies used as the grounds for County's decision. Contractor shall promptly correct Deficiencies provided to Contractor in any Notice(s) of nonacceptance from County.

7.4.3 Retesting and Correction. After Contractor has corrected such Deficiencies, County shall verify whether the System, in whole or in part, satisfies the Acceptance Tests and in writing shall either accept or not accept the System, in whole or in part, following such re-tests. If Contractor corrects all Deficiencies in the System, in whole or in part (except for Cosmetic Deficiencies), which then successfully perform the Acceptance Tests without Deficiencies (except for Cosmetic Deficiencies), County shall give Contractor Acceptance therefore.

7.4.4 Inability to Correct Deficiencies. If Contractor is unable to correct all Deficiencies (except for Cosmetic Deficiencies) in the System, in whole or in part, within the number of days of the applicable Certification as required in the Work Plan, or if no such date is in the Work Plan, within 60 days from such Certification, County may, at its option: (a) immediately terminate the Agreement, in whole or in part, as provided in Section 20.2 without penalty to County and, at County's option, require Contractor to remove the applicable Software, in whole or in part, from the Equipment; (b) request Contractor to provide replacement Software for further Acceptance Tests; or (c) continue performing Acceptance Tests on the System, in whole or in part, and require Contractor to continue until Deficiencies are corrected. In the event County terminates the

Agreement as provided above in this Section, Contractor shall return to County all amounts paid by County for the System and Deliverables to the extent returned by County.

7.5 Go-Live. After Acceptance of the System, in whole or in part as described in the Work Plan, County shall, with input from Contractor, determine whether that part of the System or the entire System is ready to Go-Live for County. If County decides to Go-Live for that part of the System or the entire System, Contractor shall provide Services for County as described below.

7.6 Production Tests.

7.6.1 Performance. After the decision to Go-Live for County, County shall begin to perform Production Tests to determine whether that part of the System or the entire System performs without Deficiency (except for Cosmetic Deficiencies). Contractor will assist County as requested in performing such Production Tests in accordance with the Work Plan.

7.6.2 Acceptance. County will provide Acceptance if that part of the System or the entire System has no Deficiencies (except for Cosmetic Deficiencies) during these Production Tests. However, if a Deficiency (except for Cosmetic Deficiencies) occurs during these Production Tests, County shall give Contractor Notice of its non-acceptance, with such Notice delineating Deficiencies used as the grounds for County's decision. Contractor shall promptly correct Deficiencies provided to Contractor in any notice(s) of non-acceptance from County.

7.6.3 Retesting and Correction. After Contractor has corrected such Deficiencies, County shall verify whether that part of the System or the entire System satisfies the Production Tests and in writing shall either accept or not accept it following such retests. If Contractor corrects all Deficiencies (except for Cosmetic Deficiencies), which then successfully performs the Production Tests without Deficiencies (except for Cosmetic Deficiencies), County shall give Contractor Acceptance therefore.

7.6.4 Inability to Correct Deficiencies. If Contractor is unable to correct all Deficiencies (except for Cosmetic Deficiencies) in that part of the System or the entire System within the number of days of Go-Live for County as required in the Work Plan, or if no such date is in the Work Plan, within 90 days from such Go-Live, County may, at its option: (a) immediately terminate the Agreement, in whole or in part, as provided in Section 20.2 without penalty to County and, at County's option, require Contractor to remove the Software for the System, in whole or in part, from the Equipment; (b) request Contractor to provide replacement Software for further Acceptance Tests; or (c) continue performing Acceptance Tests on the System and require Contractor to continue until Deficiencies are corrected. In the event County terminates the Agreement as provided above in this Section, Contractor shall return to County all amounts paid by County for the System to the extent it is returned by County.

7.7 Final Acceptance and Payment of Holdback.

7.7.1 County shall grant Final Acceptance if Contractor has corrected all mutually agreed upon Cosmetic Deficiencies which exist in the System at its Go-Live event and if the System receives Acceptance at the completion of Production Tests.

7.7.2 County will pay Contractor the Holdback, after Final Acceptance in accordance with the Work Plan and as provided in this Section 7.7, 30 days following receipt by

County of an invoice which is issued following Final Acceptance and in accordance with the terms of the Agreement.

7.8 Source Code.

7.8.1 County shall have access to Application Software source code and Object Code, which is not available in Source Code for Implementation, for use within the scope of this Agreement under conditions described in Exhibit F.

7.8.2 At its option and expense, County may request that the completeness and accuracy of any such Source Code and/or associated technical Documentation be verified. Such verification will be conducted by the escrow agent or, upon at least ten business days' prior notice to Contractor, a representative of County, after full disclosure to Contractor of information reasonably requested by Contractor about such representative. Unless otherwise agreed in writing by Contractor and County, verification will be performed on site at Contractor's premises, utilizing Contractor's equipment and software, at a time reasonably acceptable to Contractor. Contractor shall make technical and support personnel available as reasonably necessary for the verification. In the event the Source Code and/or associated technical Documentation in escrow is not accurate or complete, Contractor shall promptly correct such inaccuracies or incomplete escrow, but in all cases within 10 days.

7.8.3 The parties agree to replace the Escrow Agreement in Exhibit F with a comparable escrow agent and terms and conditions if the escrow agent terminates the executed Exhibit F on 90 days' notice as permitted therein.

7.9 Protection From Damage. Contractor shall continuously protect all Deliverables and backups therefore prior to their Acceptance and while in Contractor's possession from damage, destruction or loss resulting from or caused by the acts or omissions of Contractor in connection with the Services. The method of delivery shall be consistent with the nature of the goods and hazards of transportation. During the period Deliverables are in transit and in possession of Contractor, its carriers or County prior to their Acceptance, Contractor and its insurers, if any, shall relieve County of responsibility for all risks of loss or damage thereto, unless such loss or damage are caused by the negligence or misconduct of County. After County provides Acceptance for a Deliverable, the risk of loss or damage shall be borne by County, except loss or damage attributable to Contractor's acts or omissions.

7.10 Interpretation of Deliverables. In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables and other documents comprising this Agreement, including without limitation, a Deliverable that has already received Acceptance, the RFP and the Response, any such contradiction, conflict, ambiguity or inconsistency shall be resolved in favor of the latest County-approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly in a subsequent Deliverable. No requirements can be omitted from the Specifications without the written consent of the County Project Manager.

7.11 Knowledge Transfer. While constructing and developing the Deliverables, Contractor shall demonstrate and provide information to staff designated by County about the functions and operations of all such Software in accordance with the Specifications and the Work Plan.

8. Licenses.

8.1 Grants. Contractor hereby grants to County a nonexclusive, perpetual license to use for the number of named users specified in Exhibit A and for a collection of data records that are maintained as a unified logical area on a unified/clustered computer system, and to demonstrate, modify and reproduce the Third Party Software and Contractor Technology, which Contractor provides to County or makes available to County in hard copy or Object Code format, and the Specifications for County's internal purposes for use by County's internal departments, grantees and contractors which provide mental health, substance abuse treatment and prevention, and similar services to the public. County shall have the right at any time during the term of the Agreement to add additional named users in excess of the number specified in Exhibit A and to subtract named users to a number less than the number specified in Exhibit A. On each anniversary of the Effective Date, County shall provide Contractor with the number of named users who have had access to the System during the prior twelve (12) month period, and if the number of named users increased, Contractor shall invoice County for the additional licenses and annual support added by County for the twelve (12) month period concerned. If the number of named users decreased, then County will pay annual support fees based on the decreased number of named users commencing with such next Anniversary Date. Such invoices, unless disputed by County, shall be paid within thirty (30) days after receipt by County. Contractor hereby grants to County a nonexclusive, perpetual, irrevocable license to use, reproduce and modify the Deliverables, for County's internal purposes, and for use by County departments, grantees and contractors which provide mental health, substance abuse treatment and prevention, and similar services to the public. County may provide such modified Deliverables (other than Software) to other licensees of the Software and Contractor Technology in California. County shall advise Contractor in the event it provides such modified Deliverables to any such other licensees. County shall have the right to request Contractor's consent for County to exercise rights in addition to those granted above.

8.2 Term. The licenses hereunder are granted as of the date of delivery to or availability for County, and continue until termination of the Agreement. At such time, County shall return the Contractor Technology and Third-Party Software and copies thereof to Contractor and erase such Contractor Technology and Third-Party Software from its Equipment's storage media.

8.3 Title. Contractor and its suppliers hold all right, title and interest in the Contractor Technology and Third-Party Software.

8.4 Documentation. Contractor shall provide two sets of Documentation for use in electronic format compatible with Microsoft Corporation's then-generally available Office products and written format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Contractor is providing Services therefore. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. Contractor's Documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this Section by providing County access to its web-based Documentation information. Contractor may also provide such information on CD-ROM. Contractor grants County a nonexclusive, perpetual right to use, make derivative works based upon, modify, and reproduce the Documentation furnished pursuant to this Section at no additional charge during the term of this Agreement.

8.5 Copies. County will reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in

part, or on any form of the Application Software and its Documentation and Contractor Technology. County will maintain records of all copies it makes of the Contractor Technology, and upon reasonable request, will make such records available to authorized representatives of Contractor.

8.6 Restrictions. Except as otherwise permitted in this Agreement, County agrees not to: otherwise use, copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to or service any third party or lease or resell the Software or any copy of it which is provided in Object Code format or in Source Code unless Source Code is released to County, including pursuant to Exhibit F.

8.7 Replacements. County shall be entitled to exercise its rights to Application Software on the Equipment or any replacement equipment used by County, and with any new platform to which Contractor moves the Software or replacement Third-Party Software chosen by County to use with the Software, without payment of additional Charges, Purchase Prices or other amounts during the term of this Agreement, other than for professional services performed by the Contractor and third-party software costs and resulting from such moves by County.

8.8 Third-Party Software Licenses. Prior to utilizing any Third-Party software product that may be included as part of a Software Deliverable to County and that could be licensed directly to County by the licensor if the Third-Party Software would be installed on County Equipment (not including Cache or Crystal Reports), Contractor shall provide to County copies of any applicable license agreement from the licensor of the Third-Party Software to allow County to pre-approve such license agreement. Contractor shall assign to County such applicable licenses for the Third-Party Software upon Acceptance of the System except Third-Party Software for which Contractor shall provide Maintenance Services. For such Third Party Software, Contractor shall assign to County such applicable licenses on termination or expiration of Maintenance Services therefore by Contractor. County shall not be required to enter into any Third Party Software Sub-License agreements to utilize the applications provided for in this Agreement.

8.9 Versions. Unless otherwise mutually agreed to in writing, Contractor shall, during the Project, maintain any and all Third-Party Software products at their most current version or no more than one version back from the most current version at no additional charge, provided that such Third-Party Software version upgrades can be installed and maintained with the Staff proposed in the Response for the Maintenance Services. However, Contractor shall not maintain any Third-Party Software versions, including one version back, if any such version would prevent County from using any functions, in whole or in part, or would cause Deficiencies in the System. If implementation of an upgrade to a Third-Party Software product requires personnel in addition to the Staff proposed in the Response for the Maintenance Services, County and Contractor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, the additional Charges, if any, to be paid by County for such upgrade. Any additional costs that are charged by a Third-Party Software manufacturer for an upgrade to a Third-Party Software product that is not covered by such product's maintenance agreement shall be charged to and paid for by Contractor. Implementation of a new Version shall not result in any material loss of functionality from the prior version. Any Custom Software shall be supported in future Versions.

8.10 Electronic Delivery. All Software provided for in this Agreement shall be delivered electronically.

8.11 Customizations. County has identified in Exhibit E certain modifications to Contractor's Software that are required for County operations. Contractor shall make such modifications in accordance with the provisions of Exhibit E.

8.12 Software under Development. Contractor has represented to County that certain Software programs and functionality are under development and those are described in Exhibit E. Contractor shall provide those software programs and functionality to County in accordance with the provisions of Exhibit E.

8.13 Software Environments. Contractor's licensed Software provided for in Exhibit A of this Agreement shall operate in a test, training and production environment.

9. Ownership. County shall own all right, title and interest in and to its Confidential Information, County's intellectual property, the County Equipment and the Configuration. Contractor shall take all actions necessary and transfer ownership of the Configuration to County upon its Acceptance. As between the parties, the Configuration shall be deemed a work made for hire of County for all purposes of copyright law, and copyright shall belong solely to County. In the event that any such work is adjudged to be not a work made for hire, Contractor agrees to assign, and hereby assigns, all copyright in such work to County. Contractor shall, at the expense of County, assist County or its nominees to obtain copyrights, trademarks, or patents for all such works in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to County all the right, title and interest in and to such works. Contractor also agrees to waive and not assert any moral rights it may have in any such works.

10. Implementation.

10.1 Implementation Phases. Contractor shall complete Implementation Services as described in this Agreement and applicable Deliverables. Throughout the Term of this Agreement, Contractor shall install the most current Version of all Software at no additional charge to County.

10.2 Conversion. Contractor shall participate in and perform Services for Conversions as described in Exhibit H in this Agreement and applicable Deliverables.

10.3 Training. Contractor shall provide Training Services as described in this Agreement and applicable Deliverables.

10.4 Optimization Review. At County's written request, Contractor shall provide an optimization review of County's utilization of the Software provided under this Agreement. Fees for such services shall be on a time and materials basis.

10.5 Interfaces. Contractor shall participate in and perform Services for Interfaces as described in Exhibit E in this Agreement and applicable Deliverables.

10.6 Production Database Electronic Load. Contractor shall perform Services for the automated electronic load of the production database from the "Sample" database in preparation for Acceptance Test and Go-Live.

11. Warranties.

11.1 Deliverables. Contractor represents and warrants that each Deliverable, including without limitation the System, shall meet its Specifications as provided herein following Acceptance and during the term of this Agreement. Contractor shall promptly repair or replace each of the Deliverables that does not meet its Specifications as provided herein.

11.2 Services.

11.2.1 Contractor represents and warrants that:

11.2.1.1 It shall perform all Services required pursuant to this Agreement in a professional manner; and

11.2.1.2 Time shall be of the essence in connection with performance of the Critical Events; and

11.2.1.3 The Services will comply with the Performance Standards.

11.2.2 Contractor shall promptly re-perform Services which are not in compliance with such representations and warranties at no cost to County.

11.3 Legal and Regulatory Compliance. Contractor represents and warrants that the Services and System shall comply with all applicable Federal and State laws, regulations, codes, standards and ordinances during the Term of the Agreement. In the event that any Services performed or the System provided by Contractor is subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of Contractor to bring the Services and System into compliance at no additional cost to County.

11.4 Software Integration. All Software provided for under this Agreement shall be integrated or interfaced as described in Contractor's documentation.

11.5 Ongoing Support. Contractor warrants that Contractor will support all Software provided for in this Agreement throughout the Term of this Agreement including but not limited to support for future Versions of the Software.

11.6 Date/Time Compliance Warranty.

11.6.1 Contractor warrants that the System and all data-related output or results produced by the System: (i) shall not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; (iii) shall lose no functionality, data integrity, or performance with respect to any date; and (iv) shall be interoperable with other software used by County that may deliver date records from the Software, or interact with date records of the Software in a standard acceptable and supported format.

11.6.2 In the event of a breach of the warranties contained in Section 11.6.1, Contractor shall immediately assign at least one knowledgeable and qualified Staff representative, who will begin work after telephonic notice by County on curing such breaches in this Section 11.6. This representative will be dedicated to remedy the breach.

11.7 No Unauthorized Code.

11.7.1 Contractor warrants that it shall not introduce Unauthorized Code as defined in Section 1.76(i) into the System and that it has tested for such Unauthorized Code using industry standard tests and has not found any such Unauthorized Code. Contractor warrants to County that the Software and Contractor Technology provided to County under this Agreement shall contain no Unauthorized Code as defined in Section 1.76(ii). Contractor further warrants that Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict County's use of or access to the Software, Data, or Equipment, in whole or in part, based on any type of limiting criteria, including without limitation frequency or duration of use for any copy of the Software provided to County under this Agreement.

11.7.2 In the event of a breach of the warranties in Section 11.7.1, Contractor shall immediately assign at least one knowledgeable and qualified Staff representative, who will begin work after telephonic notice by County on curing such breaches. This representative will be dedicated to remedy the breach.

11.8 Physical Media Warranty. Contractor warrants that each copy of the Software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy. Contractor shall replace, at Contractor's expense including shipping and handling costs, any Software provided by Contractor that does not comply with this warranty.

11.9 Authorization. Contractor represents and warrants that:

11.9.1 Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

11.9.2 It has the full power and authority to grant to County the rights described in this Agreement without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor;

11.9.3 The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

11.9.4 The person executing this Agreement for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority;

11.9.5 Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement;

11.9.6 Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good

standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services; and

11.9.7 It shall comply with all applicable local, State, and Federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services; and Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

11.10 Ability to Perform. Contractor represents and warrants that:

11.10.1 Contractor has the financial stability to carry out at least six months of Services, including Support and Maintenance during any period of this Agreement without reimbursement for the Services or expenses;

11.10.2 Contractor has the financial resources to fund the capital expenditures (if any) required under the Agreement without advances by County or assignment of any payments by County to a financing source;

11.10.3 Each Subcontractor providing a substantial amount of the Services under this Agreement has the financial resources to carry out its duties under this Agreement; and

11.10.4 Contractor's methods of accounting are consistent with generally accepted accounting principles.

11.11 Disclaimers. WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES AND DELIVERABLES, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

12. Warranty Services.

12.1 General Responsibilities. During the Warranty Period, Contractor shall provide Services for Custom Software Deliverables as described in this Section 12 as the Warranty Services at no additional cost to correct Deficiencies in the System, repair and maintain the System in accordance with the Specifications. Contractor shall perform Services as described in Exhibit D after installation of the System and during Support and Maintenance at Charges described in Exhibit A. Contractor's Warranty Service responsibilities shall include but not be limited to the following while assisting County in supporting and maintaining the System:

12.1.1 Promptly repair or replace the System, or any portion thereof, that has Deficiencies;

12.1.2 Maintain the System in accordance with the Specifications and terms of this Agreement;

12.1.3 Re-perform any Service that fails to meet the requirements of this Agreement at no additional cost;

12.1.4 Coordinate with County all tasks related to correcting problems and Deficiencies connected with the Software; and

12.1.5 Execute on-line diagnostics from a remote Contractor location solely to assist in the identification and isolation of suspected Deficiencies.

12.2 Inquiry Assistance. Contractor shall, from Monday through Friday, 6:00 a.m. – 6:00 p.m., Pacific Time, within 60 minutes for an emergency inquiry (in County’s reasonable judgment) or as defined in Exhibit C, respond to the inquiry with the following, as applicable:

12.2.1 Responses to questions relating to the Software, including without limitation isolating problems to the Software, Data or Equipment, provided that Contractor shall not be responsible to maintain the equipment;

12.2.2 The development, on a best efforts basis, of a temporary solution to or an emergency bypass of a Deficiency;

12.2.3 Corrections and repairs of Deficiencies, to the extent technically feasible; and

12.2.4 Clarification of Documentation.

12.3 Additional Assistance.

12.3.1 Contractor shall dispatch trained and qualified Services Staff to County’s applicable Site in the event that: (i) such assistance as described above in Section 12.2 does not resolve Deficiencies or problems related to County’s inquiries regarding Software at such Site within 24 hours after Contractor’s response to County and in Contractor’s reasonable opinion such a Site visit will assist in correcting the Deficiencies; (ii) the System is non-Operational and in Contractor’s reasonable opinion such a Site visit will assist in correcting the Deficiencies; (iii) County reasonably believes the non-Operational status is or may be caused by the Contractor Technology after County has exercised due diligence on the basis of the non-Operational status; and (iv) County requests additional assistance and in Contractor’s reasonable opinion such a Site visit will assist in correcting the Deficiencies. If the System is non-Operational, such Contractor staff shall remain at the Site on a 24-hour, seven-days-a-week basis repairing the System until it operates in accordance with its Specifications if, in Contractor’s reasonable opinion such a Site visit will assist in correcting the Deficiencies.

12.3.2 In the event that such assistance as described above in Section 12.3.1 does not resolve Deficiencies related to County’s inquiries regarding the Software for other types of conditions than described in Section 12.3.1 within 24 hours of Contractor’s response to County, and County requests additional assistance, Contractor shall dispatch trained and qualified Services Staff to the designated service center within four hours of County’s request and such Staff must be at such Site within 24 hours of County’s request for additional assistance if, in Contractor’s reasonable opinion, such a Site visit will assist in correcting the Deficiencies.

12.3.3 Contractor shall provide a plan to resolve Deficiencies (other than Cosmetic Deficiencies) as defined in Exhibit C.

12.4 Database. Contractor shall maintain and make available online to County a database of all Change Requests, Deficiencies, other problems reported by County under Section 12.2 or known to Contractor in the Software, and each visit by such Services Staff as described in Section 12.3, and each time Contractor remotely accesses or logs onto the System in connection with Contractor's obligations under this Agreement. The database shall include, as a minimum, the following:

12.4.1 Date and time Contractor was notified;

12.4.2 Date and time of arrival or inquiry response;

12.4.3 Time spent for resolution of Deficiencies;

12.4.4 Description of Deficiency;

12.4.5 Description of severity level of Deficiency, e.g., emergency;

12.4.6 Description of Deficiency resolution;

12.4.7 Date of entry or logging onto the System in connection with Contractor's obligations under this Agreement; and

12.4.8 Date of resolution.

12.5 Enhancements.

12.5.1 Contractor shall provide County with all Enhancements and associated Documentation that are provided as general releases to the Software, in whole or in part, including without limitation Enhancements produced as a result of Federal or State law, rule, regulation, code, policy or guideline adoptions, changes, or judicial interpretations at no additional cost. Such Documentation shall be adequate to inform County of the problems resolved including any significant differences resulting from the release which are known by Contractor. Contractor warrants that each such Enhancement general release shall have been tested and shall perform according to the Specifications. Contractor agrees to correct corrupted Data that may result from any System Deficiency introduced by the Enhancement.

12.5.2 In addition, Contractor shall produce such Enhancements as County requests in a commercially reasonable time and form at an additional charge in accordance with the Change Order process described herein. Enhancements to correct any Deficiency shall be provided to County at no additional cost and without the need for a Change Order during the Warranty Period.

12.6 Bug Reports. Contractor shall provide to County, within 15 days of the Effective Date and the end of each calendar quarter thereafter, a list and description of all actual Deficiencies known by Contractor to be in the version of the Proprietary Software and Third Party Software used by County, along with a schedule for resolution thereof. Deficiencies causing crashes or corruption of the Data shall be reported by Contractor to County within eight business hours of their becoming known to Contractor.

12.7 Performance Standard Measurement. The County shall have the right to conduct performance load testing on the production instance of the Avatar PM and CWS installations on an annual basis for the first three years after Acceptance of the System. Contractor

will warrant that the production instance will meet or exceed Performance Standards for Response Times defined in Exhibit C. County retains the right to conduct this load testing annually. The Contractor warranty is contingent on the County maintaining the installation of the System in accordance or in excess of the minimum requirements set forth by Contractor in Exhibit B for this installation.

12.8 Change to County Data. Contractor shall not change client, episode or transaction Data without County's prior written approval.

13. Dispute Resolution.

13.1 Good Faith Efforts. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies.

13.2 Continued Performance. Contractor and County agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities and obligations under this Agreement.

14. Changes.

14.1 Changing Government Programs.

14.1.1 The parties acknowledge that the government programs supported by this Agreement will be subject to continuous change during the term of this Agreement. Except as provided in this Section 14, Contractor has provided for or will provide for adequate resources, at no additional cost to County, to reasonably accommodate such changes during the term, subject to the Change Order process of this Section 14.

14.1.2 The Parties also acknowledge that Contractor was selected, in part, because of its expertise, experience, and knowledge concerning applicable Federal and State laws, regulations, codes, policies, or guidelines that affect the performance of the Services and System.

14.1.3 In keeping with County's reliance on Contractor's knowledge, experience and expertise, Contractor will be responsible for identifying changes in applicable Federal or State legislative enactments and regulations and the impact of such changes on the performance of the Services or Deliverables or County's use of the Services or Deliverables. Contractor must timely notify County of such changes and must work with County to identify the impact of such changes on how County uses the Services or Deliverables.

14.1.4 Contractor will be responsible for and shall indemnify County against any fines, penalties, or disallowances which are imposed on the County or Contractor and which arise from any noncompliance with Federal and State laws, regulations, codes, policies and guidelines that affect the Services or Deliverables which are to be provided or which have been

provided by Contractor, or their Subcontractors provided that County has provided notice to Contractor of such noncompliance promptly upon becoming aware of such alleged noncompliance.

14.1.5 If County becomes aware of any material changes in Federal and State laws, regulations, codes, policies, or guidelines affecting the Agreement, County will promptly notify Contractor of the changes.

14.2 Issuance of Change Requests. The parties shall mutually develop and agree upon a policy during the development of the Statement of Work to refine the concept of obligations in and out of the scope of the Agreement. County may, at any time by a written Change Request, request changes within the scope of the Agreement. Such changes may include, without limitation, revisions to Deliverables or Services.

14.3 Contractor Response to Change Request. Contractor shall respond in writing to a Change Request within 20 days of receipt, advising County of any cost and Schedule impacts. When there is a cost impact, i.e., increase or decrease in Charges or Purchase Prices, Contractor shall advise County in writing of the increase or decrease involved, including a breakdown of the number of Staff hours by level of Contractor and County personnel needed to effect this change.

14.4 Agreement on Change Order. The Contractor Project Manager and the County Project Manager shall negotiate in good faith and in a timely manner as to the price for amounts over the limitations specified in Exhibit A and the impact on the Schedule of any Change Request. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the parties, the terms of this Agreement shall be modified accordingly. The parties will execute a formal Agreement amendment for any Change Order that increases the Maximum Amount. Nonfinancial Change Orders and Change Orders up to an aggregate of \$25,000 may be approved in writing by the Director of the Information Services Department. However, all other Change Orders must be executed by the County Board of Supervisors. In no event shall the Charges or Purchase Prices be increased nor shall the Schedule be extended in a Change Order to correct Deficiencies in the System.

14.5 Disagreement. If County laws, rules, regulations, codes, policies or guidelines are adopted, promulgated, judicially interpreted or changed, the effect of which is to alter the ability of either party to fulfill its obligations under this Agreement, the parties will promptly negotiate in good faith appropriate modifications or alterations to the Agreement and any appropriate Change Orders for amounts over the limitations specified in Exhibit A. If County submits to Contractor a Change Request to comply with such laws, rules, regulations, codes, policies or guidelines and if the parties are unable to reach an agreement in writing within 15 days of Contractor's response to such a Change Request, either party has the right to invoke the dispute resolution process under Section 13.

14.6 Termination. If Contractor fails or refuses to perform its Services pursuant to Section 14.5 or to an agreed and executed Change Order, Contractor shall be in material breach of this Agreement, and County shall have the right to terminate the Agreement for such a breach in accordance with Section 20.1.

14.7 Contractor Submission of Change Request. Contractor may also submit a Change Request to County to propose changes that should be made within the scope of the Agreement. Any such Change Request shall include proposed costs and Schedule impacts,

including a breakdown of the number of Staff hours by level of Contractor and County personnel needed to effect this change. County will respond to such Change Requests from Contractor within 20 days of receipt. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the Parties, the terms of this Agreement shall be modified accordingly. If the parties are unable to reach an agreement in writing on a Change Request submitted by Contractor, the County Project Manager will be deemed to have rejected the requested Change Request.

15. Additional Rights and Remedies.

15.1 Withholding Payments. If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations hereunder, County shall have the right to withhold any and all payments due hereunder. County may withhold any and all such payments due hereunder to Contractor, without penalty or work stoppage by Contractor, until such failure to perform is cured.

15.2 Reductions in Payments Due. Amounts due County by Contractor, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by County from any money payable to Contractor pursuant to this Agreement.

15.3 Cover. If, in the reasonable judgment of County, a default by Contractor is not so substantial as to require termination, reasonable efforts to induce Contractor to cure the default are unavailing, Contractor fails to cure such default within ten days of receipt of Notice from County, and the default is capable of being cured by County or by another resource without unduly interfering with continued performance by Contractor, County may, without prejudice to any other remedy it may have, provide or procure the Services reasonably necessary to cure the default, in which event Contractor shall reimburse County for the reasonable cost of the Services in default. In addition, Contractor must cooperate with these resources in allowing access to the Software.

15.4 Liquidated Damages.

15.4.1 The parties agree that any delay or failure by Contractor to timely perform its obligations by the dates in the Work Plan and in accordance with the Performance Standards will interfere with the proper and timely Implementation of the System and Services, to the loss and damage of County. Further, County may incur costs to maintain the functions that would have otherwise been performed by Contractor. The parties understand and agree that the liquidated damages Contractor shall pay to County as a result of nonperformance hereunder by Contractor are described in Exhibit C and that these amounts are reasonable estimates of County's damages in accordance with applicable State law.

15.4.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event if Contractor fails to timely perform its obligations by each date.

15.4.3 The assessment of liquidated damages shall not constitute a waiver or release of any other remedy County may have under this Agreement for Contractor's breach of this Agreement, including without limitation, County's right to terminate this Agreement, and County shall be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Agreement. However, County will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

15.4.4 Amounts due County as liquidated damages may be deducted by County from any money payable to Contractor under this Agreement, or County may bill Contractor as a separate item therefore and Contractor shall promptly make payments on such bills.

15.4.5 Notwithstanding anything to the contrary herein, the total of liquidated damages in any 12-month period beginning on the first Go-Live date, and on each subsequent anniversary of the Go-Live date, would be capped at 25% of the amount paid to Contractor by County during that 12 month period.

15.5 Suspension for Convenience. County shall have the right at any time to order the Services of Contractor fully or partially stopped for its own convenience for up to 15 consecutive days. Contractor will receive Notice of the reasons for such an order. The Schedule shall be delayed on a day-for-day basis to the extent County has issued a stop work order to Contractor and such stop work order is causing delays in completing Services in accordance with the Schedule. Contractor shall have the right to submit claims in accordance with the terms of Section 21.4, as a result of stop work orders issued under this Section.

15.6 Suspension Due to Breach. In the event County determines that a breach of Agreement has occurred in Contractor's compliance with the conditions of this Agreement or if County has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of Contractor under this Agreement, and the situation is deemed by County to merit corrective action, the following sequential suspension procedure may be implemented by County:

15.6.1 County will notify Contractor in writing by certified mail to Contractor's last known address to the attention of Contractor's Chief Financial Officer with a return receipt to County of a perceived compliance breach describing the County's concerns.

15.6.2 Contractor will respond to County's concerns by letter describing agreement or disagreement with the County's concerns and, if Contractor agrees with County's concerns, it shall propose corrective actions and propose completion dates for bringing the Agreement into compliance. Such response will be sent by certified mail and delivered to the County within ten calendar days of the date of receipt of County's letter.

15.6.3 County will notify Contractor in writing by certified mail to Contractor's last known address to the attention of Contractor's Chief Financial Officer with a return receipt to County as to the County's final disposition of County's concerns.

15.6.4 Upon receipt of Notice of final disposition by Contractor, County reserves the right to suspend all, or part, of the Agreement, and to withhold further payments, or to prohibit Contractor from incurring additional charges during investigation of the alleged compliance breach and pending corrective action, if necessary, by Contractor or a decision by County to terminate in accordance with Section 20.1 below.

16. Insurance.

16.1 Liability and Auto Insurance. Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and approved by the

County. Contractor shall include County, its boards, agencies, contractors, offices, employees, agents and volunteers as a named insured party in Contractor's insurance policy obtained hereunder. If Contractor fails to buy and maintain the insurance coverage described in this Section 16, County may terminate this Agreement under Section 20.1 (Termination for Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below:

16.1.1 Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

16.1.2 Business Automobile Liability (owned, hired, or nonowned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;

16.1.3 Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

16.1.4 Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million; and

16.1.5 Professional Liability Errors and Omissions, with a deductible not to exceed \$100,000 and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

16.2 Worker's Compensation Coverage. Prior to providing Services under this Agreement, Contractor shall, in full compliance with State law, provide or purchase worker's compensation coverage for its employees and Employer's Liability in the minimum amount of \$1 million during the course of this Agreement. County will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Agreement. However, should Contractor fail to secure insurance coverage or fail to pay premiums on behalf of its employees, County may deduct the amount of premiums owing from the amounts payable to Contractor under this Agreement and transmit the same to the responsible State agency.

16.3 Subcontractors. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

16.4 Premiums. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies provided for County pursuant to this Section shall expressly provide therein that County be named as additional insured, and that it shall not be revoked by the insurer until 30 days Notice of intended revocation thereof shall have first been given to County by such insurer.

16.5 Cancellation. Contractor's insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or nonrenewal shall not take place or reduced in scope of coverage until five business days' written Notice has been given to County, attention Project Director, and Contractor has replacement insurance polic(ies) in place that satisfy the requirements set forth in this Section 16. Contractor's insurance policies shall not be reduced in scope without County's prior written consent.

16.6 Insurance Documents. Contractor shall furnish to County copies of certificates of all required insurance prior to the Effective Date, and copies of renewal certificates of all required insurance within 30 days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by County for material breach.

16.7 Increased Coverage. County is to be notified by Contractor promptly if any aggregate insurance limit is exceeded. In such event, Contractor must purchase additional coverage to meet these requirements.

16.8 Cross-Liability. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County and shall include a severability of interests (cross-liability) provision.

17. Confidential Information.

17.1 Protection Obligations.

17.1.1 Access and Protection. During the term of the Agreement, Contractor and County will have access to and become acquainted with each party's Confidential Information. County and Contractor, and each of their officers, employees, and authorized contractors and agents, shall maintain all Confidential Information of the other party in confidence and at least to the extent as it protects the confidentiality of its own proprietary information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized officers, employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than this Section 17.1.1, as authorized in writing by the other party, as otherwise specifically permitted herein, to perform its obligations as authorized hereunder or as required by law. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable Federal, State and County law, regulation, codes, and this Section 17.1.1, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Each party agrees that, prior to disclosing any Confidential Information of the other party to any third party, it will notify the other party of the planned disclosure. In addition to the requirements expressly stated in this Section 17.1.1, Contractor and its Subcontractors will comply with any applicable policy, rule, or reasonable requirement of the County, the State and the Federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of County's Services, Contractor's operations, or the Services performed by Contractor under this Agreement, including without limitation the terms of Exhibit G which is incorporated herein by this reference.

17.1.2 Security Requirements. Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of County and which the other party may establish from time-to-time, with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information.

17.2 Audit. County reserves the right to monitor, audit or investigate Contractor's use of County Confidential Information collected, used, or acquired by Contractor under this Agreement.

17.3 Return. Subject to record retention laws, each party shall promptly return to the disclosing party, on termination or expiration, all of the disclosing party's Confidential Information, including copies thereof.

17.4 Injunctive Relief and Indemnity.

17.4.1 Contractor shall immediately report to County any and all unauthorized disclosures or uses of County's Confidential Information of which it or its Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's Confidential Information to others may cause immediate and irreparable harm to County. If Contractor should publish or disclose such Confidential Information to others without authorization, County shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

17.4.2 County will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which County is aware or has knowledge. County acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause immediate and irreparable harm to Contractor. If County should publish or disclose such Confidential Information to others without providing Contractor with Notice, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

17.5 Exceptions. The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or a Public Records Act request, or other legal process and which as a result becomes lawfully obtainable by the general public.

17.6 Public Records. Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent with State law, County will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, County will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, County will release the identified requested information on the date specified.

17.7 Survival. The provisions of this Section shall remain in effect following the termination or expiration of this Agreement.

18. Additional Indemnifications.

18.1 Intellectual Property.

18.1.1 Contractor shall, at its expense, defend, indemnify, and hold harmless County and its employees, officers, directors, contractors and agents from and against any third-party claim or action against County which is based on a claim that any Deliverable or any part thereof under this Agreement infringes a patent, copyright, trademark, or other proprietary right or misappropriates a trade secret, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. County shall promptly give Contractor notice of any such claim and shall cooperate in the defense of such claims at Contractor's expense.

18.1.2 In case the Deliverables, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the exercise of County's rights thereto is enjoined or restricted, Contractor shall, at its own expense and in the following order of priorities: (i) procure for County the right to continue using the Deliverables; (ii) modify the Deliverables to comply with the Specifications and to not violate any intellectual property rights; (iii) or retrieve any or all Deliverables upon receipt of notice from County and refund the Purchase Price of each Deliverable, as applicable.

18.1.3 The foregoing states Contractor's sole obligation and County's exclusive remedy with respect to any alleged infringement by all or part of the Deliverables.

18.1.4 Contractor shall not be liable to the extent claims of misappropriation or infringement arise from: (i) Contractor's compliance with any designs, specifications or written instructions of County and Contractor could not have avoided such claims through alternative products; or (ii) any changes made by County or any third party authorized by County to make changes unless Contractor authorized such changes in writing or gave instructions on how to make the changes.

18.2 General. Contractor shall, at its expense, indemnify, defend, and hold harmless County, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, for: (i) property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors; (ii) a breach or alleged breach of its obligations in Section 17; (iii) fines, penalties and disallowances caused by Contractor's negligence or willful misconduct; and (iv) obligations arising under Section 18.1. County shall promptly give Contractor notice of such claim and shall cooperate in the defense of such claims at Contractor's expense.

19. Damages Disclaimers and Limitations.

19.1 County's Disclaimer of Damages. COUNTY SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL,

INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

19.2 County's Limitation of Liability. IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT.

19.3 Contractor's Disclaimers of Damages. EXCEPT AS PROVIDED IN SECTION 19.5, CONTRACTOR SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

19.4 Contractor's Limitation of Liability. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY TO COUNTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR DIRECT (AS DEFINED UNDER APPLICABLE LAW) DAMAGES RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT.

19.5 Exceptions to Damages Disclaimers and Limitations. THE PARTIES AGREE THAT ANY DAMAGES, EXPENSES, LOSSES, LIABILITIES, COSTS OR OTHER AMOUNTS ARISING FROM INDEMNIFICATION OBLIGATIONS, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, SHALL ALSO BE DEEMED TO BE DIRECT DAMAGES.

20. Termination.

20.1 Termination for Material Breach. If either party fails to cure any material breaches of this Agreement which are described in a written Notice from the other party within 30 days of receipt of such Notice, this Agreement may be terminated immediately, in whole or in part, by Notice from the nonbreaching party.

20.2 Termination for Rejection of Deliverables. If Contractor is unable to correct Deficiencies in a Deliverable, as described in Section 7.3, Section 7.4, or Section 7.6 County shall have the right to immediately terminate this Agreement, in whole or in part, without penalty or liability to County, and return the Deliverable to Contractor and other Deliverables impacted or affected by the rejected Deliverable. If County terminates this Agreement under this Section, Contractor shall, within 20 days thereafter, refund to County all payments made to Contractor for the returned Deliverables and Services rendered therefore.

20.3 Termination for Convenience.

20.3.1 In addition to its other rights to terminate, County may terminate this Agreement, in whole or in part for County's convenience, by ten business days Notice to Contractor.

20.3.2 During this ten-day period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on County from such winding down and cessation of Services. If this Agreement is so terminated, County shall be liable only for payment in accordance with the terms of this Agreement for Services rendered in accordance with the requirements of this Agreement prior to the effective date of termination.

20.3.3 In case of such termination for convenience, County will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by County, amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefore, as based on the hourly rates in Exhibit E, but such costs shall be no greater than the final Purchase Price for each Deliverable. In addition, County agrees to compensate Contractor for reasonable and necessary costs that were incurred by Contractor on this Project, as a result of County's termination for convenience, for undepreciated or unamortized equipment and software licenses, early termination of leases, and other reasonable and necessary Project-related expenses, subject to County's reasonable judgment. In the case of termination for convenience, Contractor shall promptly refund any prepared annual Service Charges paid under Exhibit D.

20.3.4 If it is determined for any reason the failure to perform is not within Contractor's control or not due to Contractor's fault, or negligence, the termination by County under Sections 20.1 or 20.2 shall be deemed to be a termination for convenience under Section 20.3.

20.4 Termination for Conflict of Interest. County may terminate this Agreement under Section 20.1 (Termination for Material Breach) by Notice to Contractor if County determines, after due notice and examination, that any party has violated any laws regarding ethics in public acquisitions and procurement and performance of contracts.

20.5 Termination for Withdrawal of Authority. In the event that the authority of County to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, County may terminate this Agreement under Section 20.3 (Termination for Convenience), in whole or in part. This Section shall not be construed so as to permit County to terminate this Agreement in order to acquire similar Services from a third party.

20.6 Termination for Nonallocation of Funds. If funds are not allocated to continue this Agreement in any future period, County may terminate this Agreement under Section 20.3 (Termination for Convenience). County will not be obligated to pay any further Charges for Services or Purchase Prices for such future period, but County shall make payments for Services, Deliverables and Contractor's costs as provided in Section 20.3.3, subject to County's availability of funding therefore. County agrees to notify Contractor of such nonallocation at the earliest reasonable time. No penalty shall accrue to County in the event this Section shall be exercised.

20.7 Termination for Use of Subcontractors Without Consent. County may immediately terminate this Agreement in whole or in part if Contractor, without prior written

consent from the County, enters into subcontracts with third parties for its performance of any part of Contractor's duties and obligations.

20.8 Termination Procedure.

20.8.1 After receipt of a Notice of termination, and except as otherwise directed by County, Contractor shall:

20.8.1.1 Stop work under this Agreement on the date, and to the extent specified, in the Notice;

20.8.1.2 Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

20.8.1.3 As soon as practicable, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of County to the extent required, which approval or ratification shall be final for the purpose of this Section;

20.8.1.4 Complete performance of such part of this Agreement as shall not have been terminated by County;

20.8.1.5 Take such action as may be necessary, or as the County Project Director may direct, for the protection and preservation of the Property related to this Agreement which is in the possession of Contractor and in which County has an interest;

20.8.1.6 Transfer title to County and deliver in the manner, at the times, and to the extent directed by the County Project Director, any Property which is required to be furnished to County and which has been accepted or requested by County; and

20.8.1.7 Provide written certification to County that Contractor has surrendered to County all such property.

20.8.2 Upon termination of this Agreement, County, in addition to any other rights provided in this Agreement, may require Contractor to deliver to County any Property, including but not limited to Deliverables and Data, for such part of this Agreement as has been terminated.

20.8.3 After receipt of a Notice of termination, and except as otherwise directed by County, Contractor shall transfer title to County and deliver in the manner, at the times, and to the extent directed by the County Project Director, any Property which is in Contractor's possession.

20.8.4 Upon expiration of the Agreement or Contractor's receipt of Notice of termination of the Agreement by County, Contractor will provide any turnover assistance Services necessary to enable County or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself. County shall pay on a time and materials basis at rates in the Agreement for turnover assistance, subject to written amendment to perform such work, and Contractor agrees that any of its out-of-pocket costs, which will be reimbursed by County, will

not be marked up to include profits. Within ten days of receipt of the Notice of termination, Contractor shall provide, in machine readable form, an up-to-date, usable copy of the Data and a copy of all Documentation. Contractor will ensure that all consents or approvals to allow Contractor and Subcontractors to provide the assistance required following termination or expiration have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to County.

20.9 Termination by Contractor. Upon termination of this Agreement by Contractor pursuant to Section 20.1, Contractor will provide, at the request of County, reasonable turnover assistance Services necessary to enable County or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself. County shall pay on a time and materials basis at rates in the Agreement for turnover assistance, subject to a written amendment to perform such work. County will have one-hundred and eighty (180) days (the “Transition Period”) to install a new system to replace the Software, and shall cease all use of the Software following the Transition Period, and shall certify to Contractor that it has ceased such use, and has destroyed all copies of the Software in its possession.

21. General Conditions.

21.1 Assignment. Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the County Project Director, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement without County consent: (i) to an affiliate; (ii) incident to the transfer of all or substantially all of its business, assets or stock; or (iii) as a result of a merger or acquisition. County may assign this Agreement and may delegate its duties in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

21.2 Authority. Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

21.3 Binding Effect. Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

21.4 Claims. Contractor must submit claims against County within the earlier of six months of the date upon which Contractor knew of the existence of the claim or six months from expiration or termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above described time period. Such claims must be submitted to the County Project Manager or his or her designee by Contractor in the form and with the certification prescribed by the County Project Manager or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred. Submission of such claims against County shall be, except as provided in Section 17.4.2, Contractor’s sole and exclusive remedy in the event that County breaches this Agreement.

21.5 Compliance With Civil Rights Laws.

21.5.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, pregnancy, childbirth or related medical condition, national origin, ancestry, medical condition (cancer), Vietnam era or disabled veteran's status, age (over 40), the presence of any sensory, mental or physical disability, or political affiliation or belief.

21.5.2 During the performance of this Contract, Contractor shall comply with all Federal and applicable State nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101, *et seq.*; the Americans with Disabilities Act (AD); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, *et seq.*). In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part under Section 20.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with County. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, Contractor may be subject to penalties under Federal and State law, and the following penalties, to be determined by the County Manager:

21.5.2.1 termination of this Agreement;

21.5.2.2 disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

21.5.2.3 liquidated damages of \$2,500 per violation;

21.5.2.4 imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

21.5.2.5 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.

21.5.2.6 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.

21.5.3 Contractor shall promptly notify the Equal Opportunity Office of County of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the ground of race, color, religion, sex, sexual orientation, national origin, age, disability, political

affiliation or belief. The Equal Opportunity Office will notify the Director, Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor

21.6 Compliance with Contractor Employee Jury Service Ordinance.

Contractor shall comply with the County Ordinance with respect to provision of jury duty 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 employees regular pay the fees received for jury service.

21.7 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.

21.8 Conflicts Between Documents; Order of Precedence. In the event that there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

- 21.8.1** The terms and conditions in the body of this Agreement;
- 21.8.2** Change Orders;
- 21.8.3** Exhibit A (Deliverables, Payment and Key Staff);
- 21.8.4** Exhibit B (Equipment and Software Configuration);
- 21.8.5** Exhibit C (Performance Standards);
- 21.8.6** Exhibit D (Support Services Agreement);
- 21.8.7** Exhibit E (Additional Specifications);
- 21.8.8** The Specifications (except as otherwise listed in this Section);
- 21.8.9** Exhibit H (The Work Plan);
- 21.8.10** Other Deliverables
- 21.8.11** Exhibit G (Business Associate Terms);
- 21.8.12** Exhibit I (RFP); and
- 21.8.13** Exhibit J (Response and Revisions to the Response).

21.9 Cooperation of Parties. The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

21.10 Duplicate Originals. This Agreement shall be executed in duplicate originals. Each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes.

21.11 Covenant Against Contingent Fees.

21.11.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor.

21.11.2 In the event of breach of this Section by Contractor, County shall have the right to either annul this Agreement without liability to County, or, in County's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

21.12 Debarment and Suspension. Contractor certifies to County that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in Federal, State or County government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

21.13 Federally Funded Services. Contractor certifies to County that it and its Subcontractors may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

21.14 Entire Agreement; Acknowledgement of Understanding. County and Contractor acknowledge that they have read the Agreement and the attached Exhibits which are incorporated herein by this reference, understand them and agree to be bound by their terms and conditions. Further, County and Contractor agree that the Agreement and the Exhibits are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement as of the Effective Date and supersedes all letters of intent or prior contracts or prior representations, oral or written, between the parties relating to the subject matter of the Agreement.

21.15 Force Majeure. Neither Contractor nor County shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors).

21.16 Governing Law. This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State courts in the County of San Mateo or local Federal courts. Contractor accepts the personal jurisdiction of such courts.

21.17 Headings. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21.18 Independent Status of Contractor. The parties hereto, in the performance of this Agreement, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

21.19 Licensing Standards. Contractor shall comply with all applicable County, State, and Federal licensing requirements and standards necessary in the performance of this Agreement.

21.20 Lobbying Activities. Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101 121 (31 U.S.C. § 1352) and any implementing regulations.

21.21 Modifications and Amendments.

21.21.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and County.

21.21.2 Only the Director of Information Services Department as authorized by County Board of Supervisors shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of County, as described in Section 21.21.3 and Section 21.21.4 following. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by the County Board of Supervisors or the Director of ISD, as authorized herein, and Contractor.

21.21.3 The Director of Information Services Department is authorized to execute subsequent amendments and minor modifications not to exceed \$25,000 in aggregate and to make minor changes in the types of services and activities provided under the Agreement.

21.21.4 Budget modifications may be approved by the Director of ISD or his designee, subject to the Agreement Maximum Amount.

21.21.5 Contractor shall notify County of the names of individuals who have authority to bind Contractor to modifications to the Agreement and of the limits of such authority at the time of the execution of the Agreement and at such other times as required.

21.22 Nonwaiver. Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the

Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by a party for breaches hereof shall not indicate a course of dealing or excusing other or subsequent breaches. One party's pursuit or nonpursuit of a remedy under this Agreement for the other party's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that a party may have at law or equity for any other occurrence of the same or similar breach, nor estop a party from pursuing such remedy.

21.23 Notice of Delay. When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five working days, give notice thereof, including all relevant information with respect thereto, to the other party.

21.24 Notices.

21.24.1 Any Notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid, return receipt requested, addressed to:

In the case of County, to:

Chris Flatmoe
Chief Information Officer/Director, Information Services Department
455 County Center, Third Floor
Redwood City, CA 94063

Louise Rogers
Director, Behavioral Health and Recovery Services Division
225 37th Ave
San Mateo, CA 94403

In the case of Contractor, to:

Anthony Grisanti
Chief Financial Officer
Netsmart Technologies Inc.
3500 Sunrise Highway, Suite D122
Great River, NY 11739

21.24.2 Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

21.25 Publicity. The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's Services by County and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the County

Project Director in advance all advertising, sales promotion, and other publicity matters relating to this Agreement wherein County's name is mentioned or language used from which the connection of County's name therewith may, in County's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of County. Contractor shall not in any way contract on behalf of or in the name of County. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of County.

21.26 Remedies. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

21.27 Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

21.28 Sovereign Immunity. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by County of any immunities from suit or from liability that County may have by operation of law.

21.29 Subcontractors.

21.29.1 Contractor may, with prior written permission from the County Project Manager, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. Subject to the other provisions of this Section, County expressly consents to Contractor's use of the Subcontractors designated in its Response for the provision of the Services specified in the Response. Any such approval may be rescinded in County's sole discretion with reasonable Notice to the Contractor.

21.29.2 Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors and their compliance with the Agreement and the subcontract terms and conditions. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to County for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts will be made in writing and copies provided to County upon request. County has the right to refuse reimbursement for obligations incurred under any subcontract that do not comply with the terms and conditions of this Agreement.

21.29.3 For purposes of this Agreement, Contractor agrees to indemnify, defend, and hold County harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or related to acts or omissions of Contractor's Subcontractors, their agents, or employees.

21.29.4 For any Subcontractor, Contractor shall include in the Subcontractor's subcontract substantially similar terms as are provided in Sections 4.6 (Reference

Checks), 4.7 (Records Retention and Access Requirements), 9 (Ownership), 16 (Insurance), and 17 (Confidential Information).

21.29.5 Upon expiration or termination of this Agreement for any reason, County will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with County.

21.30 Subpoena. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Agreement is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with each other in any legal effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by one party to another as provided in Section 18.

21.31 Survival. All Services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Sections 4.7 (Records Retention and Access Requirements), Section 4.8 (Accounting Requirements), Section 8.2 (Grants), Section 9 (Ownership), Section 13 (Dispute Resolution), and Sections 15-21 shall survive the termination of this Agreement.

21.32 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

The parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular. In witness thereof, the parties have set their hands hereunto as of the Effective Date.

SAN MATEO COUNTY, STATE OF CALIFORNIA

NETSMART NEW YORK, INC.

By: _____

Adrienne J. Tissier, President
Board of Supervisors, San Mateo County

Date: _____

Notice Address:

Telephone: _____

Fax: _____

E-mail: _____

By: _____

Clerk of the Board of Supervisors

By: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address:

Telephone: _____

Fax: _____

E-mail: _____

Table of Contents

- Exhibit A – Deliverables, Payments and Staffing**
- Exhibit B – Equipment and Software Configuration**
- Exhibit C – Performance Standards**
- Exhibit D - Support Services**
- Exhibit E – Software Development, Interfaces, Conversion and VAX Synchronization Services**
- Exhibit F – Escrow**
- Exhibit G – Business Associate terms**
- Exhibit H – Project Work Plan**
- Exhibit I – Request for Proposal – On file with the County Manager’s Office (CMO)**
- Exhibit J - Request for Proposal Clarifications – On file with the County Manager’s Office (CMO)**
- Exhibit K – Netsmart Programs**
- Exhibit L – Third-party Programs**
- Exhibit M – Additional Purchase Options**
- Exhibit N – InfoScriber End-user License**
- Exhibit O – ASP Migration Services and Fees**
- Exhibit P – Licensed Program Specifications**

**EXHIBIT A
DELIVERABLES, PAYMENTS AND KEY STAFF**

1. Installation Services, Licensed Software and Annual Support Fees

The following is a list of Fees for Implementation Services, Software Development Services, Licensed Software, Annual Support Fees, Other Fees and Change Orders with their related Maximum Payments:

Services and Software	Maximum Payment
Services:	
Fixed-Fee Professional Services related to project management, training, software installation and implementation per <u>Exhibit H</u> , Project Work Plan	\$782,160
Fixed-fee software development services defined in <u>Exhibit E</u> , Software Development	\$145,625
Time and Materials software development services defined in <u>Exhibit E</u> , Software Development	\$200,000
Joint Development software development services defined in <u>Exhibit E</u> , Software Development	\$200,000
Licensed Programs:	
Netsmart Programs per <u>Exhibit K</u>	\$ 643,454
3 rd Party Programs per <u>Exhibit L</u>	\$99,795
Annual Support Services:	
Netsmart Programs Annual Maintenance and Support – term of contract per <u>Exhibit K</u>	\$672,266
Annual Maintenance for Software Development – term of contract per <u>Exhibit E</u> . Additional maintenance for time-and-materials Software Development will apply as development is completed; development that becomes part of the core product will no longer require maintenance and support fees upon inclusion of said development in core product.	\$367,826
3 rd Party Programs Annual Maintenance and Support – term of contract per <u>Exhibit L</u>	\$134,661
InfoScriber Subscription – term of contract per <u>Exhibit N</u>	208,547
Other Fees:	
Out of Pocket Expenses – term of contract	\$100,000
Escrow Services – term of contract per <u>Exhibit F</u>	\$5,075
Subtotal	\$3,559,409
Change Orders per Agreement <u>Section 14</u>	\$200,000
Total Maximum Amount	\$3,759,409

2. Maximum Amount.

Maximum Amount is \$3,759,409 of which \$200,000 is Change Order contingency which shall be used on mutual agreement of the parties as outlined in Section 14 of the Agreement.

3. Payment Schedule.

Payments for Software Development and Licensed Software shall be made in accordance with the completion of milestones. County shall retain a Holdback of 10% of Charges for Professional Services and Purchase Prices for each Deliverable for which County has

provided Acceptance. County will pay Contractor the Holdback 30 days following receipt by County of an invoice which is issued following Final Acceptance. The total Holdback under this Agreement is \$130,515.

Software Licensing	Approximate Date of Payment	Contract Value	Payment
Avatar Total		\$643,454	
Phase 1 – Delivery of RADplus, Avatar CAL PM, and CWS for 30 named users, Avatar Mobile, Avatar Test Server, Web Services for RADplus Modeled forms, Web Services for Practice Management Admission Discharge and Transfer, Data Warehouse Middleware, HL7 Interface for Admissions and Discharges, Two-way HL7 interface for Lab Orders and Results, Document Management/Imaging, Electronic Signature		\$313,120	
Phase 1 Software Installation Certification	4/15/08	50%	\$156,560
Phase 1 Pre Go Live Acceptance	12/12/08	20%	\$ 62,624
Phase 1 Production Acceptance	9/11/09	20%	\$ 62,624
Phase 2 – Roll-out of CAL PM and CWS to an additional 170 named users, MSO, Web Services for MSO, and Infoscriber		\$139,380	
Phase 2 Software Installation Certification	9/23/09	50%	\$69,690
Phase 2 Pre Go Live Acceptance	3/2/10	20%	\$27,876
Phase 2 Production Acceptance (includes full payment for Named User Licenses)	4/22/10	20%	\$38,314
Infoscriber Installation Certification (subsequent annual fee payments are due upon anniversary of initial installation)	3/24/10	100%	\$30,660
Phase 3 – Full roll-out of all products to remaining programs, an additional 311 named users		\$190,954	
Phase 3 Software Installation Certification	4/23/10	50%	\$95,477
Phase 3 Pre Go Live Acceptance	7/19/10	20%	\$38,191
Phase 3 Production Acceptance (includes full payment for Named User Licenses)	9/22/10	30%	\$57,286
InterSystems			
Phase 1 - 10 Cache Licenses		\$ 7,240	
Phase I Order	1/31/08	50%	\$ 3,670
Phase I Installation	4/8/08	50%	\$ 3,670
Phase 2 – Add 43 Cache Licenses	5% increase	\$32,688	
Phase 2 Order	8/24/09	50%	\$ 16,344
Phase 2 Installation	9/7/09	50%	\$ 16,344
Phase 3 – Add 75 Cache Licenses	5% increase	\$59,865.75	
Phase 3 Order	4/12/10	50%	29,923
Phase 3 Installation	4/26/10	50%	\$ 29,922
10% Holdback due 30 days after final acceptance applicable to the Licensed Avatar Programs	9/22/10		\$34,812

Professional Services	Amount / Approximate Date	%	Payment Amount
Fixed-fee Software Development	\$145,625		
Statement of Work Acceptance	4/3/08	20%	\$29,125
Specifications Acceptance	4/22/08	20%	\$29,125
Delivery and Demonstration	6/26/08	25%	\$36,406
Phase 1 Pre Go Live Acceptance	12/12/08	15%	\$21,843
Phase 1 Production Acceptance	9/11/09	10%	\$14,563
10% Holdback due 30 days after Final Acceptance	9/22/10	10%	\$14,563
Time-and-materials Software Development			
To be paid monthly based on billable services.			
Implementation Services	\$782,160		
Statement of Work	4/3/08	10%	\$78,216
28 Monthly payments commencing the month following County's Acceptance of the Statement of Work based on Exhibit H, Project Work Plan			
10% Holdback – Services due 30 days after Final Acceptance	\$625,728	80%	\$22,347
	9/22/10	10%	\$78,216
InfoScriber implementation / training services – with 30 days of go-live acceptance.		100%	\$11,500

4. Professional Service Terms

All stated professional services prices and terms will be Fixed-fee, Time-and-Materials or Joint Development.

5. Acceptance and Payment of Milestones and Deliverables

Contractor shall submit invoices in accordance with the payment terms. Contractor shall submit invoices for payments for Software Development Services and Licensed Software once County issues Acceptance of milestones stated in the payment schedules of Exhibit A Section 3. Payment of invoices shall be in accordance with Agreement Section 3 Financial Matters.

6. Annual Support Services

Fees for Support Services are paid according to Exhibit D.

Annual Support Services payments for Software licensed by Named User, module or development that does not become part of core product are twenty one percent (21%) of the Fees.

Annual Support Services payments begin following County Acceptance of Production Test milestones in each project phase.

7. Change Orders

\$200,000 is the contingency for Change Orders which shall be used on mutual written agreement of the parties as outlined in Section 14 of the Agreement.

Payment terms for services approved by Change Orders will be either Time and Materials or Fixed-fee as determined by mutual agreement of County and Contractor on a case-by-case basis.

Payment terms for Time and Materials software development: to be paid monthly based on billable services.

Payment schedule for Fixed-fee software development is:

Acceptance of specifications	40%
Delivery and demonstration	25%
Pre-go-live acceptance	25%
Production acceptance	10%

8. Key Staff

Key staffing for this project requires the positions listed below and Netsmart will assign staff to the following positions:

- a. System Implementation: Project Manager and Project Executive
- b. Customization Projects: V.P., Development
- e. Conversion: Senior Vice President, Development

9. Maximum Out of Pocket Contractor Expenses: \$100,000

All travel shall be pre-approved by the County for all Contractor out-of-pocket expenses.

10. Fee Increases

No fee increases for items outlined in Exhibit A during the (7 year) Term except for Maintenance and Support, Third Party licenses and InfoScriber. Fee increases shall be applied at the beginning of County fiscal year – July 1.

11. Payment Milestones

- County’s Acceptance of the Statement of Work
- Verification of Software Installation Phase 1
- County Acceptance of Software Development Specifications per Work Plan Phase 1

Contractor delivery and demonstration of Software Development per Work Plan Phase 1
County Acceptance following System Acceptance Tests of Software Development Services per Work Plan Phase 1
County Acceptance following Production Tests of Software Development Services per Work Plan Phase 1
Phase 1 System Pre Go Live Acceptance of Programs licensed by module
Phase 1 Billing Pre Go Live Acceptance*
Phase 1 Production Acceptance of Programs licensed by module
Phase 1 Billing Production Acceptance**
Verification of Software Installation Phase 2
Phase 2 System Pre Go Live Acceptance of Programs licensed by module
Phase 2 Production Acceptance of Programs licensed by module
Verification of Software Installation Phase 3
Phase 3 System Pre Go Live Acceptance of Programs licensed by module
Phase 3 Production Acceptance of Programs licensed by module
County's Final Acceptance per Section 7.7 of the Agreement

*Note: Billing Testing Acceptance includes certification of submission or receipt of the following in a test environment:

- Short Doyle 837 Medi-Cal Claim
- Short Doyle 835 Medi-Cal EOB
- CSI submissions
- MHSA data elements
- Medicare 837P Claims
- Health Plan of San Mateo 837 Claims
- Health Plan of San Mateo 835 Claims

**Note: Billing Testing Production Acceptance includes certification of submission or receipt of the following in a production environment:

- Short Doyle 837 Medi-Cal Claim
- Short Doyle 835 Medi-Cal EOB
- CSI submissions
- MHSA data elements
- Medicare 837P Claims
- Health Plan of San Mateo 837 Claims
- Health Plan of San Mateo 835 Claims

EXHIBIT B EQUIPMENT AND SOFTWARE CONFIGURATION

Contractor has provided base configuration parameters which are outlined herein and are based on 511 named Avatar users. This proposed configuration will support the Programs outlined in Exhibit A. The County may choose to acquire these components from Contractor or directly through its own supplier.

Netsmart warrants that the specifications for Equipment and Software Configuration it is providing in this Exhibit represent all components required to satisfy the performance provisions of the deliverables within the parameters described in Exhibit C. In the event material omissions or errors are incurred, Netsmart will bear the costs of remediation.

If hardware is acquired through the Contractor, Contractor shall be the first contact for all maintenance and support of the acquired equipment and shall provide ongoing technical assistance and support for the present and any future equipment and software configurations.

Desktop Requirements

Avatar minimum desktop requirements are as follows:

- Pentium, 500 MHz or greater
- Win 2000 OS or greater
- 256 MB RAM
- 512 MB hard disk space
- VGA, 1024 x 768 resolution
- MSIE browser

Avatar Cluster Implementation with Load Balancing and a DR Shadow Server

Avatar Middleware (Quantity of 2)

Dual Core Intel® Xeon™ Processor, 2.8GHz or Greater (Quantity of 2)
4GB Memory or greater
RAID Controller (126MB – 256MB Cache)
36GB 10K or 15K RPM SCSI Hard Drives (Quantity of 2 – RAID 1 configuration)
TCP/IP Network Adapter
Windows Server® 2003
Redundant Power Supplies
CD Drive

Avatar ECP Tier(Quantity of 2)

Quad Core Intel® Xeon™ Processor, 2.8GHz or Greater (Quantity of 2)
4GB Memory or greater
RAID Controller (126MB – 256MB Cache)
36GB 10K or 15K RPM SCSI Hard Drives (Quantity of 2 – RAID 1 configuration)
TCP/IP Network Adapter
Windows Server® 2003
Redundant Power Supplies
CD Drive

Avatar Cache Database (Quantity of 2)

Dual Core Intel® Xeon™ Processor, 2.8GHz or Greater (Quantity of 4)
8GB Memory or greater
RAID Controller (126MB – 256MB Cache)
36GB 10K or 15K RPM SCSI Hard Drives (Quantity of 2 – RAID 1 configuration – OS)
Fiber Channel 2GB or 4GB HBA Card (Quantity of 2)
SAN Storage
TCP/IP Network Adapter
Windows Server® 2003 Enterprise
Redundant Power Supplies
CD Drive

Avatar Shadow Server

Dual Core Intel® Xeon™ Processor, 2.8GHz or Greater (Quantity of 2)
4GB Memory
RAID Controller (126MB – 256MB Cache)
73GB 10K RPM SCSI Hard Drives (Quantity of 4 – RAID 5 configuration)
TCP/IP Network Adapter
Windows Server® 2003 or Red Hat Linux Operating System
Redundant Power Supplies
CD Drive

EXHIBIT C
PERFORMANCE STANDARDS

1					
		Maintenance and Support	<p>Level 5 - Emergency - The System no longer functions.</p> <ul style="list-style-type: none"> • Performance Standard for responding to Deficiency call is 60 minutes during Normal Business Hours after an inquiry is made to the help desk. • Performance Standard for reporting recommended resolution and fix date/time for all System components is two business hours during Normal Business Hours after an inquiry is made to the help desk, except that Contractor shall respond in two hours if an inquiry is made before the end of the Normal Business Hours. Based on the event the County may at its sole discretion extend the reporting period. • Performance Standard for providing County a plan for correction of Deficiency associated with System component is 24 hours from the time of notification by County via phone or online customer service tracking system utilized by Contractor. • Performance Standard that Contractor shall use its best efforts to respond to Deficiency calls within 60 minutes outside Normal Business Hours after an inquiry is made to the help desk. • If upon initial evaluation by Contractor, the failure is determined to not be a result of the Application Software or other components of the System controlled by Contractor, it will notify the County. <p>Level 4 - Disabled, no Workaround – A business function or System component does not work as required, and no acceptable workaround is available.</p> <ul style="list-style-type: none"> • Performance Standard for responding to Deficiency call is 60 minutes during Normal Business Hours after an inquiry is made to the help desk. • Performance Standard for reporting recommended resolution and fix date/time for all System components is two business hours during Normal Business Hours and after an inquiry is made to the help desk, except that Contractor shall respond in two hours if an inquiry is made before the end of the Normal Business Hours. • Performance Standard for providing County a plan for correction of Deficiency associated with System component is 48 hours. • If upon initial evaluation by Contractor, the failure is determined to not be a result of the Application Software or other components of the System 	<p>\$100/day \$200/day \$300/day</p>	<p>Less than 24 hours 25 – 48 hours More than 48 hours</p>

			<p>controlled by Contractor, it will notify the County.</p> <p>Level 3 - Disabled, Workaround – A business function or System component does not work as required, but a workaround that is acceptable to County is available.</p> <ul style="list-style-type: none"> • Performance Standard for responding to Deficiency call is 60 minutes during Normal Business Hours and after an inquiry is made to the help desk. • Performance Standard for reporting recommended resolution and fix date/time for all System components is two business hours during Normal Business Hours and after an inquiry is made to the help desk. • Performance Standard for providing County a plan for correction of Deficiency associated with System component is 3 business days. • If upon initial evaluation by Contractor, the failure is determined to not be a result of the Application Software or other components of the System controlled by Contractor, it will notify the County. <p>Level 2 - Minor - Noncritical, but having a negative effect on one or more business functions or System components.</p> <ul style="list-style-type: none"> • Performance Standard for responding to problem call is two hours during Normal Business Hours and after an inquiry is made to the help desk. • Performance Standard for reporting recommended resolution and fix date/time for all System components is four hours during Normal Business Hours and after an inquiry is made to the help desk. • Performance Standard for providing County a plan for correction of problem associated with System component is five business days. • If upon initial evaluation by Contractor, the failure is determined to not be a result of the Application Software or other components of the System controlled by Contractor, it will notify the County. <p>Level 1 - Cosmetic – Cosmetic and Inconsequential Deficiencies.</p> <ul style="list-style-type: none"> • Performance Standard for responding to Deficiency call is two hours during Normal Business Hours and after an inquiry is made to the help desk. • Performance Standard for providing County a plan for correction of Deficiency associated with System component is 10 business days. • If upon initial evaluation by Contractor, the failure is determined to not be a result of the Application Software or other components of the System 	

			controlled by Contractor, it will notify the County.		
2		Help Desk	Contractor must provide and staff a toll-free Help Desk for reporting all System Deficiencies. Help Desk must be available 100% of the time during Normal Business Hours exclusive of Contractor holidays.	\$100/day \$200/day \$300/day	Less than 24 hours 25 – 48 hours More than 48 hours
3		System Performance Standards – Response Times	<p>Contractor must meet the following response time Performance Standards for the System, as defined in the Agreement.</p> <p>Record Search and/or Retrieval Time: The time elapsed after the search command is entered until the list of matching records begins to appear must not exceed 4 seconds for 95% of all record searches/retrievals.</p> <p>Screen Edit Time: The time elapsed after the last field is filled on the screen and the enter command executed until all fields entries are edited and the screen refreshed with the errors highlighted must not exceed 2 seconds for 95% of the time.</p> <p>Next Screen Page Time: The time elapsed from the request of a new screen until the new screen and data appears must not exceed 2 seconds for 95% of the time.</p> <p>Print Initiation Time: The elapsed time from the command to print a screen or report until it starts being built in the appropriate queue must be within three seconds for 98% of the time.</p> <p>Response Time Performance Standards must be measured over a minimum period of 2 hours. Response times do not include any wide area network delays.</p>	\$100/day \$200/day \$300/day	Less than 24 hours 25 – 48 hours More than 48 hours
4		System Performance Standards – Uptime	<p>The time that Phase 1 and the entire System, as defined in the Agreement, are each Operational, as measured by the County 24 hours a day, Monday through Sunday, on a monthly basis, except for mutually agreed upon scheduled maintenance activities.</p> <p>Every Application and Database component must have Uptime for County use</p>	\$100/day \$200/day \$300/day	Less than 24 hours 25 – 48 hours More than 48 hours

			in accordance with Specifications 99.9% of the time during Normal Business Hours of and 97% of the time during non-business hours.	

EXHIBIT D
SUPPORT SERVICES PROGRAM

1. Basic Maintenance Obligations.

Contractor shall maintain the then-current version of the Software as well as one previous version of the Software to perform without Deficiency, in accordance with its Specifications and in accordance with the following terms and conditions during the Term.

- Contractor shall promptly repair or replace, without any additional charge other than charges specified in Exhibit A, the Software or any portion thereof that has Deficiencies during the Term.
- Contractor shall provide its Services during Normal Business Hours.
- Contractor shall re-perform any Service that fails to meet the requirements of this Support Services Program at no additional cost, coordinate with County all tasks related to correcting Deficiencies connected with the Software, and execute on-line diagnostics from a remote Contractor location solely to assist in the identification and isolation of suspected Deficiencies.

2. Telephone Assistance.

Contractor shall respond to the inquiry with the following in accordance with the performance standards in Exhibit C, as applicable:

- Responses to questions relating to the Software;
- Access to specialists for Deficiency definition assistance and, if required, the development, on a best efforts basis, of a temporary solution to or an emergency bypass of the Deficiency;
- Corrections and repairs of errors, problems or Deficiencies with the Software, to the extent feasible over telephone communications and/or other means; and
- Clarification of Documentation.

3. Remedial Maintenance Services/Dispatch of Contractor Personnel.

Contractor shall assign trained and qualified Services Staff to County's applicable Site in the event that:

- (i) such assistance as described in Section 2 above does not resolve Deficiencies or problems related to County's inquiries regarding Software at such Site within 24 hours after Contractor's response to County;
- (ii) the System is non-Operational; and

(iii) County requests additional onsite assistance and Contractor believes in its reasonable opinion that such a site visit will best serve to remedy the Deficiency.

If the System is non-Operational, any such Contractor staff who visit the Site shall remain at the Site on a seven-days-a-week basis repairing the applicable Software until it operates in accordance with its Specifications.

In the event that onsite assistance as described above does not resolve Deficiencies or problems related to County's inquiries regarding such Site for other types of conditions than described above within 24 hours of Contractor's response to County, and County requests additional assistance and Contractor believes in its reasonable opinion that such a Site visit will best serve to remedy the Deficiency, Contractor shall assign trained and qualified Services Staff to the designated Contractor service center within four hours of County's request and such Staff must be at the designated Contractor service center within 24 hours of County's request for additional assistance or as soon as reasonably possible thereafter.

Contractor shall provide a plan to resolve Deficiencies (other than Cosmetic Deficiencies) no later than one business day after notice by County to Contractor of such Deficiency or problems.

4. Database.

Contractor shall maintain and make available online to County a database of all Change Requests, Deficiencies, other problems reported by County or known to Contractor in the Software, and each visit by such Services Staff as described above in Remedial Maintenance Services/Dispatch of Contractor Personnel. The database shall include, as a minimum, the following:

- Date and time Contractor was notified;
- Date and time of arrival or inquiry response;
- Time spent for resolution of Deficiencies;
- Description of Deficiency;
- Description of severity level of Deficiency, e.g., emergency;
- Description of Deficiency resolution;
- Date of entry or logging onto the System in connection with Contractor's obligations under this Support Services Program; and
- Date of resolution.

5. Enhancements.

Contractor shall provide County with all Enhancements and associated Documentation that are provided as general releases to the Software, in whole or in part, at no additional cost. Such Documentation shall be adequate to inform County of the problems resolved including any significant differences resulting from the release which are known by Contractor. Contractor warrants that each such Enhancement general release shall have been tested and shall perform according to the Specifications. Contractor agrees to correct corrupted Data that may result from any System Deficiency introduced by the Enhancement.

In addition, Contractor shall produce such Enhancements as County requests in a commercially reasonable time and at an additional charge, subject to and in accordance with the Change Order process described in Section 14 of the Agreement. Enhancements to correct any Deficiency shall be provided to County at no additional cost and without the need for a Change Order.

6. Bug Reports.

Contractor shall provide to County, within 15 days of the Effective Date and the end of each calendar quarter thereafter, a list and description of all potential or actual problems, bugs, errors and Deficiencies known by Contractor to be in any version of the Proprietary Software and Third Party Software used by County, along with a schedule for resolution thereof. Deficiencies, problems, errors and bugs causing crashes or corruption of the Data shall be reported by Contractor to County within eight hours of their becoming known to Contractor. Contractor may provide a system that the County can access to obtain information above.

7. Fees, Taxes and Invoices.

(a) Payment of Fees. Service Charges for Support Services are described in Exhibit A to the Agreement. Service Charges for Support Services will begin after County provides Production Acceptance for each Phase. Such Service Charges will be paid annually within 30 days of the beginning of each County Fiscal Year in accordance with the following schedule:

	Estimated FY 07-08	Estimated FY 08-09	Estimated FY 09-10	Estimated FY 10-11	Estimated FY 11-12	Estimated FY 12-13	Estimated FY 13-14	Totals
Netsmart Programs								
Phase 1			65,755	67,728	69,760	71,852	74,008	\$349,103
Phase 2			29,270	30,148	31,052	31,984	32,943	\$155,397
Phase 3				40,100	41,303	42,542	43,819	\$167,765
Sub-total			95,025	137,976	142,115	146,378	150,770	\$672,265.00
Software Development		55,865	58,571	60,328	62,138	64,002	65,922	\$367,826
3rd Party Programs								
Phase 1	1,593	1,672	1,756	1,844	1,936	2,033	2,135	\$12,969
Phase 2		7,191	7,551	7,929	8,325	8,741	9,178	\$48,916
Phase 3			13,171	13,829	14,520	15,246	16,009	\$72,775
Sub-total	1,593	8,863	22,478	23,602	24,782	26,021	27,322	\$134,661

(b) Fee Increases. Contractor may increase Annual Support Fees at the beginning of each County fiscal year of the Agreement by providing County with 90 days advanced written notice. There shall be no Annual Support Fee increase until 18 months after the Effective Date of the Agreement. Annual Support Fee increases shall not exceed the CPI or 3% whichever is less. Notwithstanding any agreement to the contrary, the County agrees to pay all increases in

maintenance for third party products provided for in this Agreement which the County acknowledges are outside the control of the Contractor.

EXHIBIT E
SOFTWARE DEVELOPMENT, INTERFACES, CONVERSION AND VAX SYNCHRONIZATION SERVICES

1. Fixed-fee Software development and interfaces (Note: numbered items correspond to specifications.)

Requirement	Proposed Solution	Requirements of County Staff during Implement	Requirements of County Staff Ongoing	Fixed Fee Cost	Annual Fees - SW Dev	County Document Name
<u>Feature Customization</u>						
1. Specification#1 - Display of 16 months of Medi-Cal eligibility history -- SMMH requests a customization of clients' Medi-Cal eligibility history display. SMMH wants to view 16 months of Medi-Cal history in one screen.	<i>Netsmart will provide technical assistance with the development of a Crystal Query</i>	Crystal Reports capability and testing	Initiate / Maintain report	\$1,875	\$0	
2. Specification#2 - Billing for Case management services for clients in an Inpatient setting -- Medi-Cal regulations state that Case Management services for a client in an Inpatient setting are billable only if provided within 30 days of Inpatient discharge date. SMMH needs this billing logic in Netsmart's billing application(s).	<i>Planned Product Release for compliance with State changes</i>	Complete file-build	Table Management	Included	Included	
3. Specification#3 - UMDAP Calculation – add Adjustment for housing costs -- SMMH UMDAP calculations include an adjustment for housing costs. This adjustment is not California standard but required for SMMH.	<i>Netsmart will modify UMDAP screen processing and calculation to include housing costs</i>	Provide Specifications	Table Management	\$6,000	\$900	Exhibit E3 UMDAP Calculation FINAL.doc

Requirement	Proposed Solution	Requirements of County Staff during Implement	Requirements of County Staff Ongoing	Fixed Fee Cost	Annual Fees - SW Dev	County Document Name
4. Specification#5 - Ability to track Provider contract limits -- SMMH requests the ability to enter a Contract Limit dollar amount and to view the sum of claims paid, claims pending and services authorized against Provider contract limits. In addition, adjudication of Private Provider claims should include a check of that Provider's contract limit.	<i>Netsmart to add contract dollar limits and "AND" logic to standard features, and provide technical assistance on the creation of reports of claims paid, pending, etc. Adjudication process will be modified to check dollar limit.</i>	Provide Specifications; create report and test function	Table Management; Maintain report	\$16,500	\$3,465	Exhibit E5 Contract Limits FINAL.doc
5. Specification#12 - Outpatient Lab orders and results – County requires functionality to order outpatient laboratory tests and receive the results electronically.	Via Product (not RAD) screen/form for creating Orders and HL7 for sending orders and receiving lab results and service - 2 way HL7 (lab orders) and one HL7 (services).			\$50,000	\$10,500	
<u>Conversion from VAX-MIS</u>						
Balance Forward, Service and related data	<i>Netsmart to develop load programs based on mutually established specifications; services will not be part of the Avatar A/R</i>	Provide specifications; extract data; test conversion	Run Conversion programs as required	\$22,500	\$0	
Payment Data	<i>County to provide extract of payment information for loading into the Data Warehouse; not as part of the Avatar A/R</i>	Provide extract	Manage extract load	\$0	\$0	

Requirement	Proposed Solution	Requirements of County Staff during Implement	Requirements of County Staff Ongoing	Fixed Fee Cost	Annual Fees - SW Dev	County Document Name
Clinical Data	<i>Netsmart to develop load programs based on mutually established specifications' quote subject to change pending further specifications</i>	Provide extract; test conversion	Manage extract load	\$33,750	\$0	
MSO Authorization conversion	<i>Netsmart to develop load programs based on mutually established specifications</i>	Provide extract; test conversion	Manage extract load	\$15,000	\$0	
<u>Netsmart Product Development</u>						
Medical Necessity rules - Netsmart's national Avatar PM application uses table driven Medical Necessity rules to define billing and lock-out rules. The functionality was originally developed about 5-6 years ago for the state of Virginia. In the minutes of a Netsmart-SMMH teleconference on August 11, 2006, Netsmart said Medical Necessity rules could be added to Avatar Cal-PM within 90 days of requesting it. In addition, Netsmart said it would provide this functionality at no additional cost.				\$0	\$0	
TOTALS				\$145,625	\$14,865	

2. Labor Rates – for all work other than the Fixed-fee items listed above, the following rates will apply.

Labor Classification	Standard Hourly Rate	County Hourly Rate
Project Executive	\$250.00	\$200.00
Project Manager	225.00	160.00
Trainer	187.50	160.00
Interface Developer	210.00	187.50
Software Developer	210.00	187.50
RAD Implementer	200.00	175.00
SQL / Crystal Report Writer	200.00	175.00
Documenter	187.50	160.00
Software Engineer	187.50	160.00
InfoScriber Implementer	200.00	187.50

All non-Fixed-fee software development will be:

1. Authorized in writing by the County
2. Fully described and specified by the Contractor based on mutually developed and agreed specifications
3. Quoted in accordance with the labor rates shown in the chart above
4. Include all necessary labor for execution of the work, plus, for software development, any applicable maintenance fees that may apply

3. Time and Materials – the following development items and interfaces may be developed on a Time and Materials basis.

Requirement	Estimated Effort (Days)	Notes
<u>Feature Customization</u>		
1. Specification#4 - Ability to create a Task/To-Do list for non-clinical users -- SMMH understands that the functionality of Task Lists and Reminders in Avatar Cal-PM is restricted to Clinical users. SMMH wants to add the Task List and Reminder	40	May represent zero effort if current product functionality meets their needs. Tangible examples need to be reviewed.

Requirement	Estimated Effort (Days)	Notes
functionality for all users and not restrict it to Clinical users.		
<u>Interfaces</u>		
1. Specification#1 - San Mateo Medical Center (SMMC) Medicare billing for Psychiatric Inpatient services. San Mateo Mental Health (SMMH) receives a monthly file from the SMMC of Medicare billing for Psychiatric Emergency Services (PES) and Psychiatric Inpatient services. Clients in this file are matched to SMMH clients in the VAX MIS and the services are posted. The Medicare payments are applied to the services and the remainder is billed according to each client's payers/financial class.	25	Still unclear how to process the information within Avatar paradigm with liability distribution and payment processing.
2. Specification#2 - SMMC PES and Psychiatric Inpatient Notifications to SMMH Care Managers - Whenever a client is admitted or discharged by the SMMC in PES or Psychiatric Inpatient, a minimum set of client data is made available to the Mental Health system. A process in the SMMH VAX MIS checks every five minutes for client data from the SMMC. When the data is found, the VAX MIS looks for a client match and if it is found, emails a notification of the admission or discharge to all clinicians assigned to the client and the clinicians' supervisors.	32	See specifications
3. Specification#4 - PBM eligibility extract – export of eligibility data from SMMH to the Pharmacy Benefits Manager -- A file is exported daily from the VAX MIS containing eligibility information on SMMH clients eligible for PBM benefits. Creation of this file requires the application of complex eligibility rules and an electronic review of clients' service history. The exported file includes Share of Cost and Group/Plan logic. The file contains only new and updated client records. It is transmitted via FTP to the PBM.	40	This was identified as a county responsibility but NTST needs to work with SMMH to ensure they are able to make the appropriate decisions programmatically on who should be extracted. Could be reduced to consultative support if SMMH does the extract.

Requirement	Estimated Effort (Days)	Notes
<p>4. Specification#5 - Pharmacy Benefits Manager (PBM) interface – import of prescription data from the Pharmacy Benefits Manager application -- SMMH receives a data file from our Pharmacy Benefits Manager of pharmacy services provided to our clients. The PBM file is based on the eligibility extract client matching from the PBM Eligibility Extract in #4 above. The clients from the PBM files are matched to VAX MIS clients and the medication information is parsed out of the file and reported in the VAX MIS as Medication History. The data is used to produce a State required report of utilization data. If the Client is Medi-Cal eligible, SMMH bills Medi-Cal for the prescription services.</p>	40	<p>If Netsmart is not responsible for the extract above, it may be difficult to control this corresponding input file. Then again, SMMH may decide to populate this information into a RADplus screen via XML and no involvement from NTST would be necessary. If SMMH takes on the responsibility for this after understanding the product more, this may be 0 days.</p>
<p>5. Specification#6 - Health Plan of San Mateo (HPSM) eligibility upload. Load file from HPSM and update clients' eligibility -- SMMH receives a monthly eligibility file from HPSM. A process in the VAX MIS matches clients from the HPSM eligibility file to SMMH clients. The eligibility data of the matched clients is updated in the VAX MIS based on the data from the HPSM file.</p>	19	<p>Based on Specifications provided by County in March, 2007.</p>
<p>6. Specification#10.A - Hospital Pharmacy file for Medi-Cal billing -- A monthly text file is FTP'd from SMMC to SMC on the first of each month containing prescription information for clients that SMMC has identified as SMC clients. A process auto-runs on the VAX MIS to match by SSN, name, gender and DOB to verify that the client exists in the SMC system and was Medi-Cal eligible on the date of service. A report is generated listing the clients, medication information and cost which is given to Finance who uses it to create an accounting journal entry to reimburse the SMMC for the costs.</p>	20	<p>Waiting on the spec, but overall not concerned with this item since it is only storing information for reporting purposes. SMMH may also approach this item as a RADplus form with XML import and no involvement from NTST is necessary.</p>
<p>7. Specification#10.B - Medi-Cal Billing for Pharmacy Costs. Pharmacy costs for San Mateo County eligible Medi-Cal clients are not part of the Short-Doyle Medi-Cal billing process. These costs are billed using the California DHS Managed Care Encounter file based on data gathered from the PBM EOB and Hospital Pharmacy</p>	50	<p>Requires import of data and creation of a billing format from scratch based on some significant billing rules. Also requires work lists for the users to work the batch prior to billing to allow for verification.</p>

Requirement	Estimated Effort (Days)	Notes
reports.		
<p>8. Specification - Day Treatment Authorizations - SMMH requires the ability to authorize Day Treatment services provided by directly operated county clinics and to include or exclude Day Treatment services on Medi-Cal claims based on whether or not an authorization exists for the service dates.</p> <p>In the minutes of a Netsmart-SMMH teleconference on August 11, 2006, Netsmart said the ability to suspend billing based on the absence of an authorization is a planned enhancement that has been implemented for customers outside of California. Netsmart's product plan includes support for this feature in the Cal-PM product scheduled for release by early 2007. If additional functionality is required, pending review with the County, development costs may apply but should not exceed \$20,000.</p>	13	Modifications to existing options have been specified but may change subject to further review and discussion.

4. Joint Development – the following development items and interfaces may be developed in conjunction with other Netsmart customers.

Requirement	Estimated Effort (Days)	Notes
1. Specification#8 - Cost-reporting support – adding legal entity	25	
2. Specification#9 - Billing Edits and Lockouts	175	Several of the items are supported per published specifications. More complex items are unknown and may require significant development.

<p>3. Specification#10 - Clearing Medi-Cal Share of Cost -- SMMH would like to review Netsmart's existing and planned functionality for clearing clients' Medi-Cal Share of Cost. If SMMH feels additional modifications are necessary, they will work with Netsmart staff to create specifications during the development of the Statement of Work.</p>	<p>30</p>	<p>It would be recommended to approach this development with other customers to share the cost rather than taking on all responsibility.</p>
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EXHIBIT F

TWO-PARTY ESCROW SERVICE AGREEMENT

Deposit Account Number: _____

1. Introduction.

This Escrow Service Agreement (the "**Agreement**") is entered into by and between _____ (the "**Depositor**") and Depositor's affiliates and subsidiaries and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") on this ____ day of _____, 2006 (the "**Effective Date**"). Depositor and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("**Services**"). Depositor shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other website owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").

The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor may enroll one or more beneficiary ("**Beneficiary**") under this Agreement. To enroll a Beneficiary, Depositor will either (i) execute and submit to Iron Mountain a Beneficiary Enrollment Form, referenced in this Agreement as Exhibit E, listing each Beneficiary to be enrolled under the Agreement or (ii) enroll the Beneficiary via the online portal maintained at the Website located at www.ironmountainconnect.com. Upon Iron Mountain's receipt of Exhibit E or any additional Exhibit E thereto, Iron Mountain will issue an enrollment letter and a copy of Exhibit C of this Agreement to the Beneficiary. Depositor shall use commercially reasonable efforts to assure that all Beneficiary information contained in Authorized Persons/Notices Table of each Exhibit E submitted to Iron Mountain is current. For avoidance of doubt, Depositor may remove an enrolled Beneficiary from this Agreement by written notice to Iron Mountain. Once such notice is received by Iron Mountain, the Beneficiary shall no longer have any rights under this Agreement.

3. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor in a Work Request and permitted requests from a Beneficiary. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Depositor.

Exhibit F and its Exhibits

- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the direct control of Iron Mountain, unless otherwise agreed to by the Parties.

4. **Payment.**

Depositor shall pay to Iron Mountain all fees as set forth in the Work Request form attached hereto as Exhibit A (“**Service Fees**”). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to Depositor during the Term of this Agreement. Depositor is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent 1% per month (12% per annum) or the maximum rate permitted by law, whichever is less. Depositor agrees that if this Agreement terminates during the term for any reason other than for the fault of Iron Mountain, all prepaid fees shall be non-refundable. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

5. **Term and Termination.**

- (a) The “**Term**” of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and will automatically renew for additional one (1) year terms (“**Renewal Term**”) and continue in full force and effect until one of the following events occur: (i) Depositor provides written instructions of its intent to cancel this Agreement within sixty (60) days to Iron Mountain; (ii) the Agreement terminates under another provision of this Agreement; or (iii) any time after the Initial Term, Iron Mountain provides sixty (60) days’ prior written notice to the Depositor of Iron Mountain’s intent to terminate this Agreement. If the Effective Date is not specified in the Introduction section, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to the Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide Depositor with written notice of Iron Mountain’s intent to terminate this Agreement. Iron Mountain shall have the right to notify any and all Beneficiaries enrolled under this Agreement of nonpayment of Service Fees. Depositor and any enrolled Beneficiary shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to Depositor and enrolled Beneficiaries. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remains unpaid.

6. **General Indemnity.**

Subject to Section 9 and 10, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys’ fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

7. **Warranties.**

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE

Exhibit F and its Exhibits

FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.

- (b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) **Ownership Warranty.** Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct its disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

8. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

9. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

11. General.

- (a) **Incorporation of Work Requests.** All Depositor Work Requests are incorporated into this Agreement.
- (b) **Purchase Orders.** In the event that the Depositor issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) **Right to Make Copies.** Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Depositor or party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

Exhibit F and its Exhibits

- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor must authorize and designate one person whose actions will legally bind such party (“Authorized Person(s)”) who shall be identified in the Authorized Person(s)/Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or written instruction. The Authorized Person(s) for the Depositor will maintain the accuracy of Depositor and Beneficiary name and contact information provided to Iron Mountain during the term of this Agreement.
- (f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of the Depositor or enrolled Beneficiary. Iron Mountain may assume that such representative of Depositor or enrolled Beneficiary who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party’s reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. Notices to Beneficiaries of Depositor under this Agreement shall be directed to such addresses as Depositor shall provide Iron Mountain. For avoidance of doubt, Iron Mountain shall only accept contact data for Beneficiaries from Depositor. Iron Mountain and Depositor shall have the right to rely on the last known address provided by the other Party. Any correctly addressed notice or last known address that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or any rights or obligations of Depositor under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for either Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by notice to the other.
- (l) Independent Contractor Relationship. Depositor understands, acknowledges, and agrees that Iron Mountain’s relationship with Depositor will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Party or bind the other Party in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising under this Agreement between the Depositor and Iron Mountain concerning the construction, meaning, effect or implementation of this Agreement will be submitted to, and settled by

Exhibit F and its Exhibits

arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor refuses to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be paid by Depositor.

- (p) Regulations. Both Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) No Third Party Rights. This Agreement is made solely for the benefits of enrolled Beneficiaries and the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto. Enrolled Beneficiaries shall be considered intended third-party beneficiaries and may claim under this Agreement, but shall be bound by all terms and conditions including but not limited to the Limitation of Liability and Consequential Damages Waiver herein.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 5 (Term and Termination), 6 (General Indemnity), 7 (Warranties), 8 (Confidential Information), 9 (Limitation of Liability) 10 (Consequential Damages Waiver), and 11 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.
- (u) Affiliates. "Affiliates", as used herein, shall mean those entities controlled by, or under common control with the Depositor. For purposes of the foregoing definition "control" (including "controlled by" and "under common control") shall mean ownership of, or the right to acquire: (a) not less than fifty percent (50%) of the voting stock of a corporation, (b) the right to vote not less than fifty (50%) of the voting stock of a corporation, or (c) not less than fifty (50%) ownership interest in a partnership or other business entity. It is the intention of the Depositor and Iron Mountain (i) that each Affiliate shall be bound by the terms and conditions of this Agreement, (ii) that all of the services provided under this Agreement be made available to each Affiliate, (iii) each Affiliate shall be entitled to enforce this Agreement against Iron Mountain and that (iv) each Affiliate shall be an intended third party beneficiary of this Agreement, but shall be bound by all terms and conditions including but not limited to the Limitation of Liability and Consequential Damages Waiver herein.

**NOTE: SIGNATURE BLOCKS, AUTHORIZED PERSON NOTICES TABLE, AND BILLING CONTACT INFORMATION
TABLE FOLLOW ON THE NEXT PAGE**

Exhibit F and its Exhibits

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences Depositor's agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

DEPOSITOR

IRON MOUNTAIN INTELLECTUAL PROPERTY
MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

Signature:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS 1	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS 1	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

All notices to Iron Mountain should be sent to ipmclientservices@ironmountain.com or Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

Exhibit F and its Exhibits

**EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: _____ ESCROW ACCOUNT NUMBER: _____

DEPOSIT NAME _____ AND DEPOSIT VERSION _____ (Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Internet File Transfer			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.

Attn: Vault Administration

2100 Norcross Parkway, Suite 150

Norcross, GA 30071

Telephone: (800) 875-5669

Facsimile: (770) 239-9201

FOR IRON MOUNTAIN USE ONLY: (NOTED DISCREPANCIES ON VISUAL INSPECTION)	

Exhibit F and its Exhibits

EXHIBIT C

Release Of Deposit materials

Iron Mountain will use the following procedures to process any Work Request to release Deposit Material.

1. Release of Deposit Upon Depositor's Instruction. Upon receipt by Iron Mountain of written instructions directly from Depositor, Depositor's trustee in bankruptcy or a court of competent jurisdiction, Iron Mountain will release a copy of the Deposit Materials to the Beneficiary identified in the instructions. Iron Mountain is entitled to receive any fees due Iron Mountain before making the release. Beneficiary's enrollment will terminate upon the release of the Deposit Materials held by Iron Mountain.
2. Filing For Release by Beneficiary.
 - (a) Upon notice to Iron Mountain by Beneficiary of the occurrence of a Release Condition (defined hereinafter), Iron Mountain shall provide Depositor with a copy of Beneficiary's notice by commercial express mail. Such notice from Beneficiary will be signed and on company letterhead. From the date Iron Mountain mails the notice requesting release of the Deposit Materials, Depositor shall have sixty-(60) days to deliver to Iron Mountain contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured within the allotted time period. Such notice shall be signed and on company letterhead. Upon receipt of Contrary Instructions, Iron Mountain shall not release a copy of the Deposit Material, but shall send a copy of the Contrary Instructions to Beneficiary by commercial express mail.
 - (b) If no Contrary Instructions are given to Iron Mountain, Depositor agrees that Iron Mountain shall, unless prohibited by operation of law, deliver a copy of the Deposit Materials to the Beneficiary that provides Iron Mountain with a statement, signed by an officer of the Beneficiary:
 - (i) asserting that the Beneficiary is entitled to release of the Deposit Material;
 - (ii) requesting that a copy of the Deposit Material be released and delivered to Beneficiary;
 - (iii) asserting that the copy of the Deposit Materials being released to Beneficiary will only be used as permitted under this Agreement and any other agreement(s) between Depositor and Beneficiary controlling use of the Deposit Material; and
 - (iv) stating specific delivery instructions along with any fees due Iron Mountain.
3. Release Conditions. As used in this Agreement, "Release Condition" shall mean the existence of any one or more of the following circumstances, uncorrected for more than thirty (30) days:
 - (i) Depositor's entry of an order for relief under Title 11 of the United States Bankruptcy Code;
 - (ii) The making by Depositor of a general assignment for the benefit of creditors;
 - (iii) The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or
 - (iv) Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.
4. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding the preceding sentence, Beneficiary shall not have access to the Deposit Materials unless there is a release of the Deposit Materials in accordance with the Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

Exhibit F and its Exhibits

EXHIBIT E

Enrollment Form

Pursuant to the Two Party Escrow Service Agreement ("Agreement"), Depositor hereby enrolls _____ as a Beneficiary:
Deposit Account Number: _____

NOTICES TABLE

All Notices to Beneficiary will be sent to the contact set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS 1	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

BILLING CONTACT INFORMATION TABLE

All Invoices to Beneficiary will be sent to the contact set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS 1	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

All notices to Iron Mountain should be sent to ipmcontracts@ironmountain.com OR Iron Mountain, Attn: Contract Administration, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

Signature:	
PRINT NAME:	
TITLE:	
DATE:	
MAIL ADDRESS:	ipmcontracts@ironmountain.com

EXHIBIT G
BUSINESS ASSOCIATE TERMS

Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

A. Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set*. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information*. “Electronic Protected Health Information” (“EPHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual*. “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law*. “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- g. *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident*. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule*. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

B. Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.
- p. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and at County's request to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

C. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

D. Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

E. Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

F. Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

G. Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor.

EXHIBIT H
PROJECT WORKPLAN

County and Contractor have agreed on Exhibit H Project Work plan. County and Contractor will review the Work plan during the Project Initiation Phase and may revise the Work plan based on that review. Once County provides Acceptance of the Statement of Work at the end of the Project Initiation Phase, the Project Work plan will be final and may only be revised by a Project Change Order.

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
1	San Mateo County Project Work Plan	659.63 days	Mon 3/3/08	Wed 9/22/10		
2	Project Initiation	23.5 days	Mon 3/3/08	Thu 4/3/08		
3	Contract Signing	0 days	Mon 3/3/08	Mon 3/3/08		Netsmart Project Executive,San Mateo Co. Project Manager
4	Sales to Operations Transition	10.5 days	Mon 3/3/08	Mon 3/17/08	3	
5	Pre-Kick off Conference Call	0.5 days	Mon 3/3/08	Mon 3/3/08	3	Netsmart Project Executive,San Mateo Co. Project Manager
6	Creation of Kick Off Agenda	2 days	Mon 3/3/08	Wed 3/5/08	5	Netsmart Project Manager[67%]
7	Development of Draft Implementation Plan	10 days	Mon 3/3/08	Mon 3/17/08	5	Netsmart Project Manager[40%]
8	Statement of Work	13 days	Mon 3/17/08	Thu 4/3/08	4	
9	Draft Statement of Work	5 days	Mon 3/17/08	Mon 3/24/08	4	Netsmart Project Manager[75%]
10	Client Review	5 days	Mon 3/24/08	Mon 3/31/08	9	San Mateo Co. Project Manager[40%]
11	SOW Revisions	2 days	Mon 3/31/08	Wed 4/2/08	10	Netsmart Project Manager
12	Final Client Approval - Payment Milestone	1 day	Wed 4/2/08	Thu 4/3/08	11	San Mateo Co. Project Manager
13	SOW Complete	0 days	Thu 4/3/08	Thu 4/3/08	12	Netsmart Project Manager
14	HW/OS/Network Installation	12 days	Mon 3/3/08	Tue 3/18/08	3	
15	Hardware Acquisition	1 day	Mon 3/3/08	Mon 3/3/08	3	San Mateo Co. Project Manager
16	Installation of Hardware & OS	10 days	Tue 3/4/08	Mon 3/17/08	15	San Mateo Co. Project Manager[38%]
17	Complete Pre-Installation Checklist	1 day	Tue 3/18/08	Tue 3/18/08	16	San Mateo Co. Project Manager[50%]
18						
19	Phase I - Avatar PM, CWS, HL7, Web Services, Document Management. DW Middleware plus software development and conversion	364.88 days	Thu 4/3/08	Tue 9/8/09	2	
20	Software Delivery and Installation	5.13 days	Thu 4/3/08	Thu 4/10/08	14	
21	System Administration Training	4 hrs	Thu 4/3/08	Thu 4/3/08	17	Netsmart Sys. Admin.
22	Install 10 Cache Multi-Server Processes	2 hrs	Thu 4/3/08	Thu 4/3/08	14	Netsmart Sys. Admin.
23	Install 30 RAD Users	0 days	Thu 4/3/08	Thu 4/3/08	22	Netsmart Sys. Admin.
24	Install PM	2 hrs	Thu 4/3/08	Thu 4/3/08	23	Netsmart Sys. Admin.
25	Install CWS	2 hrs	Fri 4/4/08	Fri 4/4/08	24	Netsmart Sys. Admin.
26	Install MSO	2 hrs	Fri 4/4/08	Fri 4/4/08	25	Netsmart Sys. Admin.
27	Install Avatar Mobile	2 hrs	Fri 4/4/08	Fri 4/4/08	26	
28	Install Avatar Document Management	2 hrs	Fri 4/4/08	Fri 4/4/08	27	
29	Install Web Services	2 hrs	Mon 4/7/08	Mon 4/7/08	28	Netsmart Sys. Admin.
30	Install Data Warehouse Middleware	2 hrs	Mon 4/7/08	Mon 4/7/08	29	Netsmart Sys. Admin.
31	Install 2 HL-7 Interfaces	2 hrs	Mon 4/7/08	Mon 4/7/08	30	Netsmart Sys. Admin.
32	Install Infosciber Link	2 hrs	Mon 4/7/08	Mon 4/7/08	31	Netsmart Sys. Admin.
33	ECP Server Configuration	16 hrs	Tue 4/8/08	Wed 4/9/08	32	Netsmart Sys. Admin.
34	Creation of "LIVE" Namespaces	1 hr	Thu 4/10/08	Thu 4/10/08	33	Netsmart Sys. Admin.
35	Install Test Server	4 hrs	Thu 4/10/08	Thu 4/10/08	34	Netsmart Sys. Admin.
36	Verify Software Installation	3 days	Thu 4/3/08	Tue 4/8/08		Netsmart Sys. Admin.[2%],San Mateo Co. Project Manager[14%]
37	Pre-Specification Training	10 days	Thu 4/10/08	Thu 4/24/08	20	

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
38	Initial Software Training	10 days	Thu 4/10/08	Thu 4/24/08	20	
39	PM Quick Start (File Build Worksheet Review)	3 days	Thu 4/10/08	Tue 4/15/08	20	Netsmart Project Manager
40	RADplus (Modeling)	2 days	Tue 4/15/08	Thu 4/17/08	39	Netsmart Trainer
41	Web Services Training	1 day	Thu 4/17/08	Fri 4/18/08	40	Netsmart Trainer
42	CWS Training	2 days	Fri 4/18/08	Tue 4/22/08	41	
43	CWS Quick Start	2 days	Fri 4/18/08	Tue 4/22/08		
44	Assessments	1 day	Fri 4/18/08	Mon 4/21/08		
45	Treatment Planning	2 days	Fri 4/18/08	Tue 4/22/08		
46	Progress Notes	1 day	Fri 4/18/08	Mon 4/21/08		
47	Workflow Management	1 day	Fri 4/18/08	Mon 4/21/08		
48	Avatar Data Model Review / ODBC reporting	1 day	Tue 4/22/08	Wed 4/23/08	42	
49	Data Warehouse Middleware Training	1 day	Wed 4/23/08	Thu 4/24/08	48	
50	CWS Implementation Decisions	11 days	Tue 4/22/08	Wed 5/7/08		
51	Clinical Forms Gathering	5 days	Tue 4/22/08	Tue 4/29/08	43	San Mateo Co. Project Manager
52	Workflow Manager Decisions	10 days	Tue 4/22/08	Tue 5/6/08	51SS	Netsmart Project Manager[50%], San Mateo Co. Project Manager[50%]
53	Treatment Planner Decisions	10 days	Tue 4/22/08	Tue 5/6/08	51SS	Netsmart Project Manager[50%], San Mateo Co. Project Manager[50%]
54	Avatar Mobile Decisions	10 days	Tue 4/22/08	Tue 5/6/08	51SS	Netsmart Project Manager[50%], San Mateo Co. Project Manager[25%]
55	Identify / Select CWS Pilot Programs	1 day	Tue 5/6/08	Wed 5/7/08	54	San Mateo Co. Project Manager
56	Conversion	100 days	Thu 4/3/08	Mon 8/25/08		
57	Provide Conversion Specifications	0 days	Thu 4/3/08	Thu 4/3/08		Netsmart Project Manager
58	Train IT Staff on Requirements	1 day	Thu 4/3/08	Fri 4/4/08	57SS	Netsmart Project Manager, San Mateo Co. Project Manager
59	Develop Conversion Specifications	2 days	Fri 4/4/08	Tue 4/8/08	58	Netsmart Project Manager, Netsmart Programmer
60	Identify fields that require modeling and forms	2 days	Tue 4/8/08	Thu 4/10/08	59	
61	Compile/Assemble specifications	5 days	Thu 4/10/08	Thu 4/17/08	60	Netsmart Project Manager
62	Approve conversion plan	2 days	Thu 4/17/08	Mon 4/21/08	61	San Mateo PE
63	Develop Load Programs	37.5 days	Mon 4/21/08	Thu 6/12/08	62	
64	Balance forward, services and related data	10 days	Mon 4/21/08	Mon 5/5/08	62	Netsmart Programmer
65	Payment data	0 days	Mon 4/21/08	Mon 4/21/08	64SS	County Programmer
66	Clinical Data	20 days	Mon 5/5/08	Tue 6/3/08	64	Netsmart Programmer
67	Authorization data	7.5 days	Tue 6/3/08	Thu 6/12/08	66	Netsmart Programmer
68	Develop Extraction Routines from Legacy Systems	20 days	Fri 6/13/08	Fri 7/11/08	67	County Programmer
69	System Interface Requirements - Exhibit E	50.5 days	Thu 4/3/08	Fri 6/13/08		
70	Interface Approach	50.5 days	Thu 4/3/08	Fri 6/13/08		
71	Establish Interface Approach / Specifications	2 days	Thu 4/3/08	Mon 4/7/08		Netsmart Project Manager, Netsmart Programmer
72	Document Approach	5 days	Mon 4/7/08	Mon 4/14/08	71	Netsmart Project Manager[75%]
73	Approve Approach	2 days	Mon 4/14/08	Wed 4/16/08	72	San Mateo PE
74	Interface Development	41.5 days	Wed 4/16/08	Fri 6/13/08	73	

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation						
ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
75	SMMC Medicare Billing File Upload	40 hrs	Wed 4/16/08	Wed 4/23/08	73	Netsmart Programmer
76	SMMC PES and Psychiatric iP Notificaitons	110 hrs	Wed 4/16/08	Tue 5/6/08	73	Netsmart Programmer
77	SMC Jail Booking and Discharge Notifications	120 hrs	Tue 5/6/08	Tue 5/27/08	76	Netsmart Programmer
78	Pharmacy Benefits Manager (PBM) Extract	15 days	Wed 4/16/08	Wed 5/7/08	73	County Programmer
79	Pharmacy Benefits Manager (PBM) Rx Upload	40 hrs	Wed 5/7/08	Wed 5/14/08	78	Netsmart Programmer,County Programmer
80	Health Plan of San Mateo (HPSM) Eligibility Upload	152 hrs	Wed 4/16/08	Tue 5/13/08	73	Netsmart Programmer
81	Lab Services Data Upload / HL 7 Interface	36 hrs	Tue 5/13/08	Mon 5/19/08	80	County Programmer
82	SMC Personnel Data Upload	24 hrs	Tue 5/13/08	Fri 5/16/08	80	County Programmer
83	Service Upload (from Contracted Agencies)	16 hrs	Tue 5/13/08	Thu 5/15/08	80	Netsmart Programmer,County Programmer
84	SMMC Rx File Upload (for Medi-Cal Billing)	40 hrs	Wed 5/14/08	Wed 5/21/08	79	County Programmer
85	Health Client Data Store (HCDS) Extract	8 hrs	Wed 4/16/08	Thu 4/17/08	73	County Programmer
86	SMMH Client Billing Export	8 hrs	Wed 4/16/08	Thu 4/17/08	73	County Programmer
87	PBM Share of Cost File Upload	132 hrs	Wed 5/21/08	Fri 6/13/08	84	Netsmart Programmer
88	Medicare Part D	0 days	Wed 4/16/08	Wed 4/16/08		Netsmart QA/Maint
89	Managed Care Payment File Extract	24 hrs	Thu 4/17/08	Tue 4/22/08	86	County Programmer
90	SMMH - Customization Requirements - Attachment D	55 days	Thu 4/3/08	Fri 6/20/08	69SS	
91	Specifications	13 days	Thu 4/3/08	Tue 4/22/08	69SS	
92	Customization Specifications	3 days	Thu 4/3/08	Tue 4/8/08		Netsmart Project Manager,Netsmart Programmer
93	Compile and publish specifications	5 days	Tue 4/8/08	Tue 4/15/08	92	Netsmart Project Manager
94	Approve specifications	5 days	Tue 4/15/08	Tue 4/22/08	93	San Mateo PE
95	Project Development	42 days	Tue 4/22/08	Fri 6/20/08	91	
96	Display of 16-Months Medi-Cal Eligibility History	20 hrs	Tue 4/22/08	Thu 4/24/08	91	Netsmart Programmer
97	Billing for Case Management Services in IP Setting	20 hrs	Tue 4/22/08	Thu 4/24/08	91	County Programmer,Netsmart QA/Maint
98	UMDAP Calculation-include adjustment for housing costs	32 hrs	Fri 4/25/08	Wed 4/30/08	97	Netsmart Programmer
99	Ability to create Task/To-Do List for Non-Clinical Users	136 hrs	Thu 5/1/08	Fri 5/23/08	98	Netsmart Programmer
100	Ability to Track Provider Contract Limits	88 hrs	Thu 5/1/08	Thu 5/15/08	98	Netsmart Programmer
101	Staff Productivity Reports	24 hrs	Fri 5/16/08	Tue 5/20/08	100	County Programmer
102	Data Entry Screens for Clients and Services	0 days	Tue 4/22/08	Tue 4/22/08		County Programmer
103	Cost Reporting Support	24 hrs	Fri 5/16/08	Tue 5/20/08	100	Netsmart Programmer
104	Billind Edits and Lockouts	36 hrs	Fri 5/16/08	Thu 5/22/08	100	Netsmart QA/Maint
105	Clearing Medi-Cal Share of Cost	0 days	Tue 4/22/08	Tue 4/22/08		County Programmer
106	Outpatient Lab forms - request labs, print lab requests, report results	20 days	Thu 5/22/08	Fri 6/20/08	104	Netsmart Programmer
107	Other software development (TBD)	1 day	Tue 4/22/08	Wed 4/23/08		
108	VAX / Avatar Synchronization	24 days	Tue 4/22/08	Mon 5/26/08		
109	Review requirements	2 days	Tue 4/22/08	Thu 4/24/08		Netsmart Project Manager,County Programmer,San Mateo Co. Project Manager
110	Establish County-managed approach	2 days	Thu 4/24/08	Mon 4/28/08	109	Netsmart Project Manager,County Programmer,San Mateo Co. Project Manager
111	Provide Technical Assistance	20 days	Mon 4/28/08	Mon 5/26/08	110	Netsmart Programmer

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
112	Technical Configuration Efforts (RAD Forms and Crystal)	100 days	Thu 4/3/08	Mon 8/25/08		Netsmart Project Manager[50%]
113	RADplus Forms Development	57 days	Thu 4/3/08	Tue 6/24/08		
114	Identify PM Forms to be Modeled	5 days	Thu 4/3/08	Thu 4/10/08		San Mateo Co. Project Manager[80%]
115	Identify CWS Forms to be Modeled (including Avatar Mobile)	5 days	Thu 4/10/08	Thu 4/17/08	114	San Mateo Co. Project Manager[80%]
116	Prioritize Forms to be Modeled	2 days	Thu 4/17/08	Mon 4/21/08	115	San Mateo Co. Project Manager[80%]
117	Develop Specifications for PM Forms	15 days	Mon 4/21/08	Mon 5/12/08	116	San Mateo Co. Project Manager[70%]
118	Develop Specifications for CWS Forms	15 days	Mon 4/21/08	Mon 5/12/08	116	San Mateo Co. Project Manager[70%]
119	Model PM Forms in TEST Namespaces	20 days	Mon 5/5/08	Tue 6/3/08	FS-5 days	San Mateo Co. Programmer
120	Model CWS Forms in TEST Namespaces	20 days	Mon 5/26/08	Tue 6/24/08	FS-5 days	San Mateo Co. Programmer
121	Test and Approve Completed PM Forms	10 days	Fri 5/23/08	Mon 6/9/08	119FS-6 days	San Mateo Co. Project Manager[60%], San Mateo Co. Programmer[20%]
122	Test and Approve Completed CWS Forms	10 days	Fri 5/30/08	Mon 6/16/08	121FS-5 days	San Mateo Co. Project Manager[60%], San Mateo Co. Programmer[20%]
123	Export Approved Forms to LIVE Namespace	5 days	Fri 5/30/08	Mon 6/9/08	FS-5 days	San Mateo Co. Programmer
124	Crystal Report Development	43 days	Tue 6/24/08	Mon 8/25/08	113	
125	Identify Crystal Reports to be Developed for PM	5 days	Tue 6/24/08	Tue 7/1/08		San Mateo Co. Project Manager[80%]
126	Identify Crystal Reports to be Developed for CWS	5 days	Tue 7/1/08	Wed 7/9/08	125	San Mateo Co. Project Manager[80%]
127	Prioritize Reports to be Developed	3 days	Wed 7/9/08	Mon 7/14/08	126	San Mateo Co. Project Manager[80%]
128	Develop Specifications for PM Reports	10 days	Mon 7/14/08	Mon 7/28/08	127	San Mateo Co. Project Manager[70%]
129	Develop Specifications for CWS Reports	10 days	Mon 7/14/08	Mon 7/28/08	127	San Mateo Co. Project Manager[70%]
130	Develop Reports	20 days	Mon 7/21/08	Mon 8/18/08	FS-5 days	San Mateo Co. Programmer
131	Test and Approve PM Reports	10 days	Mon 8/4/08	Mon 8/18/08	130FS-10 days	San Mateo Co. Project Manager[60%], San Mateo Co. Programmer[20%]
132	Test and Approve CWS Reports	10 days	Mon 8/11/08	Mon 8/25/08	130FS-5 days	San Mateo Co. Project Manager[60%], San Mateo Co. Programmer[20%]
133	Import Approved Reports to LIVE Namespace (When Appropriate)	5 days	Mon 8/18/08	Mon 8/25/08	FS-5 days	San Mateo Co. Programmer
134	Delvery & Demonstration - Development & Interfaces	22 days	Mon 5/26/08	Thu 6/26/08	111	
135	Perform QC	20 days	Mon 5/26/08	Tue 6/24/08	111	Netsmart QA/Maint[50%]
136	Installation of developmenmt	1 day	Tue 6/24/08	Wed 6/25/08	135	Netsmart Sys. Admin.
137	Deliver & Demonstrate to County Staff - Payment Milestone	1 day	Wed 6/25/08	Thu 6/26/08	136	Netsmart Project Manager
138	"Quick-Start" Data Collection and File-Build	100 days	Thu 4/3/08	Mon 8/25/08		
139	File Build Assisance/Consulting	100 days	Thu 4/3/08	Mon 8/25/08		Netsmart Project Manager[30%]
140	"Quick-Start" Data Collection and Review	69 days	Tue 4/15/08	Wed 7/23/08		
141	Cal PM Items	69 days	Tue 4/15/08	Wed 7/23/08	39	
142	Complete Guarantor Data Collection Sheet for Each Guarantor (25)	10 days	Tue 4/15/08	Tue 4/29/08		San Mateo Co. Project Manager
143	Complete Benefit Plan Data Collection Sheets for each Plan (est 25)	10 days	Tue 4/29/08	Tue 5/13/08	142	San Mateo Co. Project Manager
144	Complete Service Code Collection Sheet/Upload File	10 days	Tue 5/13/08	Tue 5/27/08	143	San Mateo Co. Project Manager
145	Complete Service Code Cross Reference Collection Sheets	3 days	Tue 5/27/08	Fri 5/30/08	144	San Mateo Co. Project Manager
146	Complete Service Fee Data Collection Sheet	5 days	Fri 5/30/08	Mon 6/9/08	145	San Mateo Co. Project Manager
147	Complete Program Data Collection Sheets	5 days	Mon 6/9/08	Mon 6/16/08	146	San Mateo Co. Project Manager

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
148	Complete Payment/Adjustment Code Collection Sheets	3 days	Mon 6/16/08	Thu 6/19/08	147	San Mateo Co. Project Manager
149	Complete Facility Defaults Data Collection Sheet	1 day	Thu 6/19/08	Fri 6/20/08	148	San Mateo Co. Project Manager
150	Complete Referral Source Data Collection Sheets	1 day	Fri 6/20/08	Mon 6/23/08	149	San Mateo Co. Project Manager
151	Complete Practitioner Enrollment Data Collection Sheets	5 days	Mon 6/23/08	Mon 6/30/08	150	San Mateo Co. Project Manager
152	Complete Guarantor/Program Billing Defaults Data Collection Sheets	10 days	Mon 6/30/08	Tue 7/15/08	151	San Mateo Co. Project Manager
153	Complete Practitioner Numbers by Guarantor Data Collection Sheets	3 days	Tue 7/15/08	Fri 7/18/08	152	San Mateo Co. Project Manager
154	Complete Appt Scheduling Site Registration Data Collection Sheets	3 days	Fri 7/18/08	Wed 7/23/08	153	San Mateo Co. Project Manager
155	Complete Appt Scheduling Group Registration Data Collection Sheets	3 days	Fri 7/18/08	Wed 7/23/08	153	San Mateo Co. Project Manager
156	Complete Appt Scheduling Staff Schedules Data Collection Sheets	3 days	Fri 7/18/08	Wed 7/23/08	153	San Mateo Co. Project Manager
157	File Build Assistance - (BUILD) Root System Code	21.75 days	Wed 7/23/08	Fri 8/22/08		
158	Cal PM Dictionary and Table Population Assistance	18.75 days	Wed 7/23/08	Tue 8/19/08		
159	Upload All Dictionaries in "BUILD" Root System Code	5 days	Wed 7/23/08	Wed 7/30/08	141	San Mateo Project Manager
160	Upload Payment/Adjustment Posting Codes	1 day	Wed 7/30/08	Thu 7/31/08	159	San Mateo Project Manager
161	Upload Service Code File	0.25 days	Thu 7/31/08	Thu 7/31/08	160	San Mateo Project Manager
162	Upload Guarantor Data Collection Sheets	1 day	Thu 7/31/08	Fri 8/1/08	161	San Mateo Project Manager
163	Upload Benefit Plan Data Collection Sheets	1 day	Fri 8/1/08	Mon 8/4/08	162	San Mateo Project Manager
164	Upload Service Code Cross Reference Collection Sheets	2 days	Mon 8/4/08	Wed 8/6/08	163	San Mateo Project Manager
165	Upload Service Fee Data Collection Sheet	0 days	Wed 8/6/08	Wed 8/6/08	164	San Mateo Project Manager
166	Upload Program Data Collection Sheets	0.25 days	Wed 8/6/08	Thu 8/7/08	165	San Mateo Project Manager
167	Upload Facility Defaults Data Collection Sheet	0.25 days	Thu 8/7/08	Thu 8/7/08	166	San Mateo Project Manager
168	Upload Referral Source Data Collection Sheets	1 day	Thu 8/7/08	Fri 8/8/08	167	San Mateo Project Manager
169	Upload Upload Practitioner Enrollment Data Collection Sheets	2 days	Fri 8/8/08	Tue 8/12/08	168	San Mateo Project Manager
170	Upload Guarantor/Program Billing Defaults Data Collection Sheets	1 day	Tue 8/12/08	Wed 8/13/08	169	San Mateo Project Manager
171	Upload Practitioner Numbers by Guarantor Data Collection Sheets	2 days	Wed 8/13/08	Fri 8/15/08	170	San Mateo Project Manager
172	Upload Appt Scheduling Site Registration Data Collection Sheets	2 days	Fri 8/15/08	Tue 8/19/08	171	San Mateo Co. Project Manager
173	Upload Appt Scheduling Group Registration Data Collection Sheets	2 days	Fri 8/15/08	Tue 8/19/08	171	San Mateo Co. Project Manager
174	Upload Appt Scheduling Staff Schedules Data Collection Sheets	2 days	Fri 8/15/08	Tue 8/19/08	171	San Mateo Co. Project Manager
175	Perform QA on PM File Builds	3 days	Tue 8/19/08	Fri 8/22/08	174	
176	CWS, Avatar Mobile File Build	30 days	Tue 5/6/08	Wed 6/18/08		
177	Progress Note File Build - Data Collection	1 day	Tue 5/6/08	Wed 5/7/08		
178	Gather, Review, Define Note Type Dictionary	1 day	Tue 5/6/08	Wed 5/7/08	54	San Mateo Co. Project Manager
179	Treatment Plan File Build - Data Gathering	20 days	Wed 5/7/08	Thu 6/5/08	178	Netsmart Project Manager[20%]
180	Gather, Review, Define Problems	20 days	Wed 5/7/08	Thu 6/5/08		San Mateo Co. Project Manager[70%]
181	Gather, Review, Define Problem Definitions	20 days	Wed 5/7/08	Thu 6/5/08		San Mateo Co. Project Manager[70%]
182	Gather, Review, Define Goals	20 days	Wed 5/7/08	Thu 6/5/08		San Mateo Co. Project Manager[70%]

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
183	Gather, Review, Define Objectives	20 days	Wed 5/7/08	Thu 6/5/08		San Mateo Co. Project Manager[70%]
184	Gather, Review, Define Interventions	20 days	Wed 5/7/08	Thu 6/5/08		San Mateo Co. Project Manager[70%]
185	Gather, Review, Define Staff Role in Treatment Planner	20 days	Wed 5/7/08	Thu 6/5/08		San Mateo Co. Project Manager[70%]
186	Gather, Review, Define Current Goals Status	20 days	Wed 5/7/08	Thu 6/5/08		San Mateo Co. Project Manager[70%]
187	Gather, Review, Define Objective Type	20 days	Wed 5/7/08	Thu 6/5/08		San Mateo Co. Project Manager[70%]
188	Progress Note File Build - Data Entry	5 days	Wed 5/28/08	Thu 6/5/08		
189	Upload Note Type Dictionary	5 days	Wed 5/28/08	Thu 6/5/08	FS-5 days	San Mateo Co. Project Manager
190	Treatment Plan File Build - Data Entry / Import	6 days	Thu 6/5/08	Fri 6/13/08	189	Netsmart Project Manager[20%]
191	Upload Problems	5 days	Thu 6/5/08	Thu 6/12/08		San Mateo Co. Project Manager[50%]
192	Upload Problem Definitions	5 days	Thu 6/5/08	Thu 6/12/08		San Mateo Co. Project Manager[50%]
193	Upload Goals	5 days	Thu 6/5/08	Thu 6/12/08		San Mateo Co. Project Manager[50%]
194	Upload Objectives	5 days	Thu 6/5/08	Thu 6/12/08		San Mateo Co. Project Manager[50%]
195	Upload Interventions	5 days	Thu 6/5/08	Thu 6/12/08		San Mateo Co. Project Manager[50%]
196	Upload Staff Role in Treatment Planner	5 days	Thu 6/5/08	Thu 6/12/08		San Mateo Co. Project Manager[50%]
197	Upload Current Goals Status	1 day	Thu 6/12/08	Fri 6/13/08	196	San Mateo Co. Project Manager[50%]
198	Upload Objective Type	1 day	Thu 6/12/08	Fri 6/13/08	196	San Mateo Co. Project Manager[50%]
199	Perform QA on CWS File Builds	3 days	Fri 6/13/08	Wed 6/18/08	198	
200						
201	Training of Trainers - PM/CWS	18 days	Wed 6/18/08	Tue 7/15/08	199	
202	Table Management / Set-up	24 hrs	Wed 6/18/08	Mon 6/23/08		Netsmart Trainer
203	Service Entry / Notes	16 hrs	Mon 6/23/08	Wed 6/25/08	202	Netsmart Trainer
204	Scheduling	16 hrs	Wed 6/25/08	Fri 6/27/08	203	Netsmart Trainer
205	Billing	32 hrs	Fri 6/27/08	Thu 7/3/08	204	Netsmart Trainer
206	Reporting / Data Warehouse Middleware	8 hrs	Thu 7/3/08	Mon 7/7/08	205	Netsmart Trainer
207	CWS Assessments	1 day	Mon 7/7/08	Tue 7/8/08	206	
208	CWS Treatment Planning	1 day	Tue 7/8/08	Wed 7/9/08	207	
209	Document Management	1 day	Wed 7/9/08	Thu 7/10/08	208	
210	Avatar Mobile	1 day	Thu 7/10/08	Fri 7/11/08	209	
211	Web Services	1 day	Fri 7/11/08	Mon 7/14/08	210	
212	Workflow Management	1 day	Mon 7/14/08	Tue 7/15/08	211	
213	Testing	76 days	Fri 8/22/08	Thu 12/11/08		
214	Design Acceptance Test Scenarios and Objectives	10 days	Fri 8/22/08	Fri 9/5/08	175	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
215	Admissions/Discharges/Transfers	2 days	Fri 8/22/08	Tue 8/26/08	175	
216	Financial Eligibility	1 day	Tue 8/26/08	Wed 8/27/08	215	
217	MEDS	1 day	Wed 8/27/08	Thu 8/28/08	216	
218	270/271 Testing	1 day	Thu 8/28/08	Fri 8/29/08	217	
219	Eligibility processing	1 day	Thu 8/28/08	Fri 8/29/08		
220	Share of Cost processing	1 day	Thu 8/28/08	Fri 8/29/08		

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation						
ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
221	Family Registration and UMDAP	1 day	Fri 8/22/08	Mon 8/25/08		
222	Scheduling	1 day	Mon 8/25/08	Tue 8/26/08	221	
223	Service/Charge Entry	2 days	Tue 8/26/08	Thu 8/28/08	222	
224	Client ledger/Liability Distribution	2 days	Fri 8/22/08	Tue 8/26/08		
225	PM Workflow	2 days	Tue 8/26/08	Thu 8/28/08	224	
226	Feature customizations and interfaces	1 day	Thu 8/28/08	Fri 8/29/08	225	
227	Assessments	1 day	Fri 8/29/08	Mon 9/1/08	226	
228	Treatment Planning	1 day	Mon 9/1/08	Tue 9/2/08	227	
229	Progress Notes	1 day	Fri 8/29/08	Mon 9/1/08	226	
230	Mobile forms and functions	1 day	Mon 9/1/08	Tue 9/2/08	229	
231	Document Management, document scanning	1 day	Tue 9/2/08	Wed 9/3/08	230	
232	CWS Workflow Management	1 day	Wed 9/3/08	Thu 9/4/08	231	
233	Integration of CWS with Cal-PM	1 day	Thu 9/4/08	Fri 9/5/08	232	
234	Acceptance Testing Preparation	14 days	Fri 9/5/08	Fri 9/26/08	214	
235	Copy .dat from "LIVE" Namespaces to "Test" Namespaces	4 hrs	Fri 9/5/08	Fri 9/5/08		Netsmart Sys. Admin.
236	Certify software is ready for testing	0 days	Fri 9/5/08	Fri 9/5/08	235	Netsmart Project Manager
237	Test Conversion	12 days	Fri 9/5/08	Wed 9/24/08		
238	Run Test conversion	16 hrs	Fri 9/5/08	Wed 9/10/08		Netsmart Project Manager[10%],San Mateo Co. Programmer[90%]
239	Validate Data	5 days	Wed 9/10/08	Wed 9/17/08	238	
240	Unique Client Identification Numbers	5 days	Wed 9/10/08	Wed 9/17/08	238	San Mateo Co. Programmer[80%]
241	Dictionary Values	3 days	Wed 9/10/08	Mon 9/15/08	238SS	San Mateo Co. Programmer[80%]
242	Movement Errors	3 days	Wed 9/10/08	Mon 9/15/08	238SS	Netsmart Project Manager[20%],San Mateo Co. Programmer[80%]
243	Test/Fix conversion routines	5 days	Wed 9/17/08	Wed 9/24/08	239	Netsmart Programmer[25%],San Mateo Co. Programmer[25%]
244	Run conversion in support of testing and review results	2 days	Wed 9/24/08	Fri 9/26/08	243	
245	837 Billing Submission Preparation	1 day	Fri 9/5/08	Tue 9/9/08	175	
246	ITWS - Setup for Test site - Netsmart new Software vendor	1 day	Fri 9/5/08	Tue 9/9/08	175	Netsmart Project Manager[10%],San Mateo Co. Project Manager[90%]
247	Download all Companion Guides	2 hrs	Fri 9/5/08	Fri 9/5/08		Netsmart Project Manager[10%],San Mateo Co. Project Manager[90%]
248	Apply for 835 Remittance Files	1 day	Fri 9/5/08	Tue 9/9/08		Netsmart Project Manager[10%],San Mateo Co. Project Manager[90%]
249	Billing Training	11 days	Fri 9/5/08	Tue 9/23/08		
250	Billing Set-ups training	1 day	Fri 9/5/08	Tue 9/9/08		
251	Guarantor/Program billing defaults	1 day	Fri 9/5/08	Tue 9/9/08		
252	Practitioner numbers by Guarantor/Program	1 day	Fri 9/5/08	Tue 9/9/08		
253	Guarantor 837 requirements	1 day	Fri 9/5/08	Tue 9/9/08		
254	Posting & adjustment codes	1 day	Fri 9/5/08	Tue 9/9/08		
255	Group codes	1 day	Fri 9/5/08	Tue 9/9/08		
256	Dunning messages	1 day	Fri 9/5/08	Tue 9/9/08		

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
257	Closing Charges	1 day	Tue 9/9/08	Wed 9/10/08	250	
258	Service entry	1 day	Tue 9/9/08	Wed 9/10/08		
259	Census Management Reports	1 day	Tue 9/9/08	Wed 9/10/08		
260	Inpatient worklists	1 day	Tue 9/9/08	Wed 9/10/08		
261	Day Tx worklists	1 day	Tue 9/9/08	Wed 9/10/08		
262	Post Staff Activity Log Billing	1 day	Tue 9/9/08	Wed 9/10/08		
263	Outpatient service entry	1 day	Tue 9/9/08	Wed 9/10/08		
264	Spreadsheet entry	1 day	Tue 9/9/08	Wed 9/10/08		
265	Claiming	2 days	Wed 9/10/08	Fri 9/12/08	257	
266	Update liabilities	2 days	Wed 9/10/08	Fri 9/12/08		
267	Benefit Plan updates	2 days	Wed 9/10/08	Fri 9/12/08		
268	Interim batch creations	2 days	Wed 9/10/08	Fri 9/12/08		
269	Closing charges	2 days	Wed 9/10/08	Fri 9/12/08		
270	Preparing Medi-Cal 837P	1 day	Fri 9/12/08	Mon 9/15/08	265	
271	Claim set-up	1 day	Fri 9/12/08	Mon 9/15/08		
272	Compiling the claim	1 day	Fri 9/12/08	Mon 9/15/08		
273	Errors vs companion guides (fixing errors)	1 day	Fri 9/12/08	Mon 9/15/08		
274	Recreating the claim	1 day	Fri 9/12/08	Mon 9/15/08		
275	Editing and re-billing	1 day	Fri 9/12/08	Mon 9/15/08		
276	Understanding the claim layout	1 day	Fri 9/12/08	Mon 9/15/08		
277	Preparing Medicare 837	1 day	Mon 9/15/08	Tue 9/16/08	270	
278	Claim set-up	1 day	Mon 9/15/08	Tue 9/16/08		
279	Compiling the claim	1 day	Mon 9/15/08	Tue 9/16/08		
280	Errors vs companion guides (fixing errors0	1 day	Mon 9/15/08	Tue 9/16/08		
281	Recreating the claim	1 day	Mon 9/15/08	Tue 9/16/08		
282	Editing and re-billing	1 day	Mon 9/15/08	Tue 9/16/08		
283	Understanding the claim layout	1 day	Mon 9/15/08	Tue 9/16/08		
284	Preparing paper claims	1 day	Tue 9/16/08	Wed 9/17/08	277	
285	Claim set-up	1 day	Tue 9/16/08	Wed 9/17/08		
286	Compiling the claim	1 day	Tue 9/16/08	Wed 9/17/08		
287	Errors vs companion guides (fixing errors0	1 day	Tue 9/16/08	Wed 9/17/08		
288	Recreating the claim	1 day	Tue 9/16/08	Wed 9/17/08		
289	Editing and re-billing	1 day	Tue 9/16/08	Wed 9/17/08		
290	Preparing Family Bill (UMDAP)	1 day	Wed 9/17/08	Thu 9/18/08	284	
291	Compile	1 day	Wed 9/17/08	Thu 9/18/08		
292	Understanding UMDAP calculations	1 day	Wed 9/17/08	Thu 9/18/08		
293	Customizing the Family Bill	1 day	Wed 9/17/08	Thu 9/18/08		
294	Dunning messages	1 day	Wed 9/17/08	Thu 9/18/08		

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
295	Remittance Advice EOB Processing	1 day	Thu 9/18/08	Fri 9/19/08	290	
296	835 Uploads	1 day	Thu 9/18/08	Fri 9/19/08		
297	Individual cash posting	1 day	Thu 9/18/08	Fri 9/19/08		
298	Quick cash posting	1 day	Thu 9/18/08	Fri 9/19/08		
299	Individual quick cash posting	1 day	Thu 9/18/08	Fri 9/19/08		
300	Batch cash posting	1 day	Thu 9/18/08	Fri 9/19/08		
301	Flag unapid claims	1 day	Thu 9/18/08	Fri 9/19/08		
302	Billing Reports	1 day	Fri 9/19/08	Mon 9/22/08	295	
303	Individual Client reports	1 day	Fri 9/19/08	Mon 9/22/08		
304	Ad Hoc reports	1 day	Fri 9/19/08	Mon 9/22/08		
305	Monthly close out reports	1 day	Fri 9/19/08	Mon 9/22/08		
306	Avatar PM Reconciliation/Closing the month	1 day	Mon 9/22/08	Tue 9/23/08	302	
307	Understanding "Monthly Close-Outs"	1 day	Mon 9/22/08	Tue 9/23/08		
308	Summary Trial Balance	1 day	Mon 9/22/08	Tue 9/23/08		
309	Earned Income Report	1 day	Mon 9/22/08	Tue 9/23/08		
310	Payment/Adjustment report	1 day	Mon 9/22/08	Tue 9/23/08		
311	Balancing the system	1 day	Mon 9/22/08	Tue 9/23/08		
312	Close out	1 day	Mon 9/22/08	Tue 9/23/08		
313	Trouble shooting	1 day	Mon 9/22/08	Tue 9/23/08		
314	Execute Test Plans	37 days	Fri 9/26/08	Tue 11/18/08	244	Netsmart Project Manager[50%], San Mateo Co. Project Manager[50%]
315	Admissions/Discharges/Transfers	3 days	Fri 9/26/08	Wed 10/1/08	243	San Mateo Co. Project Manager
316	Financial Eligibility	3 days	Fri 9/26/08	Wed 10/1/08	243	San Mateo Co. Project Manager
317	MMEF processing	3 days	Fri 9/26/08	Wed 10/1/08	243	San Mateo Co. Project Manager
318	270/271 Testing	3 days	Wed 10/1/08	Mon 10/6/08	317	
319	Eligibility processing	3 days	Wed 10/1/08	Mon 10/6/08		
320	Share of Cost processing	3 days	Wed 10/1/08	Mon 10/6/08		
321	Family Registration and UMDAP	3 days	Fri 9/26/08	Wed 10/1/08	243	San Mateo Co. Project Manager
322	Scheduling	5 days	Wed 10/1/08	Wed 10/8/08	321	San Mateo Co. Project Manager
323	Service/Charge Entry	5 days	Wed 10/1/08	Wed 10/8/08	321	San Mateo Co. Project Manager
324	Client ledger/Liability Distribution	3 days	Wed 10/8/08	Mon 10/13/08	323	San Mateo Co. Project Manager
325	Outpatient lab orders	1 day	Mon 10/13/08	Tue 10/14/08	324	San Mateo Co. Project Manager
326	PM Workflow	5 days	Tue 10/14/08	Tue 10/21/08	325	San Mateo Co. Project Manager
327	Feature customizations and interfaces	5 days	Tue 10/21/08	Tue 10/28/08	326	
328	Assessments	2 days	Tue 10/28/08	Thu 10/30/08	327	
329	Treatment Planning	3 days	Thu 10/30/08	Tue 11/4/08	328	
330	Progress Notes	2 days	Tue 10/28/08	Thu 10/30/08	327	
331	Mobile forms and functions	3 days	Thu 10/30/08	Tue 11/4/08	330	
332	Document Management, document scanning	5 days	Thu 10/30/08	Thu 11/6/08	330	

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
333	CWS Workflow Management	5 days	Thu 11/6/08	Thu 11/13/08	332	
334	Integration of CWS with Cal-PM	3 days	Thu 11/13/08	Tue 11/18/08	333	
335	CSI Testing	4 days	Wed 10/1/08	Tue 10/7/08	321	
336	Compilation	1 day	Wed 10/1/08	Thu 10/2/08	321	San Mateo Co. Project Manager
337	Output Report	1 day	Thu 10/2/08	Fri 10/3/08	336	San Mateo Co. Project Manager
338	Review report and fix data problems	2 days	Fri 10/3/08	Tue 10/7/08	337	
339	MHSA DCR	8 days	Tue 10/21/08	Fri 10/31/08		
340	Compile	6 days	Tue 10/21/08	Wed 10/29/08	326	San Mateo Co. Project Manager
341	Output Report	2 days	Wed 10/29/08	Fri 10/31/08	340	San Mateo Co. Project Manager
342	Claims Processing Initial Testing	39 days	Mon 10/13/08	Tue 12/9/08	324	
343	837 Claims Submission Testing	36 days	Mon 10/13/08	Thu 12/4/08		
344	Medi-Cal 837 Testing	12 days	Mon 10/13/08	Wed 10/29/08		
345	Enter Test Claim Clients and Charges	2 days	Mon 10/13/08	Wed 10/15/08		Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
346	Reconfirm System Set-up	1 day	Wed 10/15/08	Thu 10/16/08	345	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
347	Produce Test Claim Files	1 day	Thu 10/16/08	Fri 10/17/08	346	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
348	Submit Test File	0 days	Fri 10/17/08	Fri 10/17/08	347	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
349	Review Results	3 days	Fri 10/24/08	Wed 10/29/08	348FS+5 days	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
350	Recreate New Test Claim Files	0 days	Wed 10/29/08	Wed 10/29/08	349	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
351	Medicare Part B 837 Testing	12 days	Wed 10/29/08	Fri 11/14/08	344	
352	Enter Test Claim Clients and Charges	2 days	Wed 10/29/08	Fri 10/31/08		Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
353	Reconfirm System Set-up	1 day	Fri 10/31/08	Mon 11/3/08	352	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
354	Produce Test Claim Files	1 day	Mon 11/3/08	Tue 11/4/08	353	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
355	Submit Test File	0 days	Tue 11/4/08	Tue 11/4/08	354	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
356	Review Results	3 days	Tue 11/11/08	Fri 11/14/08	355FS+5 days	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
357	Recreate New Test Claim Files	0 days	Fri 11/14/08	Fri 11/14/08	356	ect Manager[30%], San Mateo Co. Project Manager[70%]
358	HPSM 837 Testing	12 days	Fri 11/14/08	Thu 12/4/08	351	
359	Enter Test Claim Clients and Charges	2 days	Fri 11/14/08	Tue 11/18/08		Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
360	Reconfirm System Set-up	1 day	Tue 11/18/08	Wed 11/19/08	359	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
361	Produce Test Claim Files	1 day	Wed 11/19/08	Mon 11/24/08	360	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
362	Submit Test File	0 days	Mon 11/24/08	Mon 11/24/08	361	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
363	Review Results	3 days	Mon 12/1/08	Thu 12/4/08	362FS+5 days	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
364	Recreate New Test Claim Files	0 days	Thu 12/4/08	Thu 12/4/08	363	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
365	EOB Processing	9 days	Mon 10/13/08	Fri 10/24/08		
366	Medi-Cal 835 EOB testing	5 days	Mon 10/13/08	Mon 10/20/08		
367	Medicare 835 EOB testing	3 days	Fri 10/17/08	Wed 10/22/08	6FS-1 day	
368	HPSM 835 EOB testing	3 days	Tue 10/21/08	Fri 10/24/08	7FS-1 day	
369	Paper Claims Testing	2 days	Thu 12/4/08	Mon 12/8/08	358	
370	UMDAP Family Bill testing	2 days	Fri 12/5/08	Tue 12/9/08	9FS-1 day	
371	Billing Reports testing	1 day	Fri 10/24/08	Mon 10/27/08	365	
372	Post Testing Acceptance Effort	15 days	Tue 11/18/08	Thu 12/11/08	314	
373	Address Issues Identified During Testing (In "LIVE" Namespaces)	15 days	Tue 11/18/08	Thu 12/11/08	314SS	Netsmart Project Manager[50%], San Mateo Co. Project Manager[75%]
374	Copy .dat from "LIVE" Namespaces to "Test" Namespaces	4 hrs	Tue 11/18/08	Tue 11/18/08	314	Netsmart Sys. Admin.
375	Pre-Go Live Efforts	36 days	Thu 12/11/08	Wed 2/4/09	372	
376	Create User Roles and User Accounts	7 days	Thu 12/11/08	Mon 12/22/08		
377	Define System Codes	2 days	Thu 12/11/08	Mon 12/15/08		Netsmart Project Manager[25%], San Mateo Co. Project Manager
378	Create User Roles	3 days	Mon 12/15/08	Thu 12/18/08	377	Netsmart Project Manager[25%], San Mateo Co. Project Manager
379	Define User Accounts	2 days	Thu 12/18/08	Mon 12/22/08	378	Netsmart Project Manager[25%], San Mateo Co. Project Manager
380	Training Efforts	36 days	Thu 12/11/08	Wed 2/4/09		
381	Develop Training Materials	15 days	Thu 12/11/08	Tue 1/6/09		San Mateo Co. Project Manager
382	Customize Help System	10 days	Tue 1/6/09	Tue 1/20/09	381	
383	End User Training - First Sites	11 days	Tue 1/20/09	Wed 2/4/09		Netsmart Trainer[25%]
384	Client Management	4 days	Tue 1/20/09	Mon 1/26/09	382	San Mateo Co. Trainer
385	Admissions/Discharges/Transfers	1 day	Tue 1/20/09	Wed 1/21/09		
386	Financial Eligibility (including MEDS Review)	2 days	Tue 1/20/09	Thu 1/22/09		
387	Family Registration/UMDAP (including Family/Next of Kin record)	2 days	Tue 1/20/09	Thu 1/22/09		
388	Document Management, scanning	2 days	Thu 1/22/09	Mon 1/26/09	387	
389	Scheduling	2 days	Tue 1/20/09	Thu 1/22/09		
390	Service entry	2 days	Mon 1/26/09	Wed 1/28/09	384	San Mateo Co. Trainer
391	Billing	2 days	Wed 1/28/09	Fri 1/30/09	390	San Mateo Co. Trainer
392	Progress Notes	1 day	Fri 1/30/09	Mon 2/2/09	391	
393	Assessments	1 day	Fri 1/30/09	Mon 2/2/09	391	
394	Treatment Plans	1 day	Mon 2/2/09	Tue 2/3/09	393	
395	Outpatient lab orders	4 hrs	Tue 2/3/09	Tue 2/3/09	394	
396	Reporting	4 hrs	Tue 2/3/09	Wed 2/4/09	395	
397						
398	Go Live Activities	119 days	Wed 2/4/09	Tue 7/21/09	375	
399	Go-Live: PM Functions	119 days	Wed 2/4/09	Tue 7/21/09		
400	Conversion	3 days	Wed 2/4/09	Mon 2/9/09		

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
401	Production Extraction	8 hrs	Wed 2/4/09	Thu 2/5/09		San Mateo Co. Programmer
402	Process Conversion Data	8 hrs	Thu 2/5/09	Fri 2/6/09	401	Netsmart Programmer
403	Review data conversion results	1 day	Fri 2/6/09	Mon 2/9/09	402	
404	Go-Live Activities	119 days	Wed 2/4/09	Tue 7/21/09		
405	Set up Help Desk	5 days	Wed 2/4/09	Wed 2/11/09		
406	Complete supplemental conversion data	2 days	Wed 2/11/09	Fri 2/13/09	405	
407	Initiate VAX / Avatar synchronization	1 day	Fri 2/13/09	Mon 2/16/09	406	
408	On-Site Go-Live Support	1 day	Mon 2/16/09	Tue 2/17/09	407	
409	Technical Go-Live with Clinic 1	6 days	Tue 2/17/09	Wed 2/25/09	408	
410	Enter Services	1 day	Tue 2/17/09	Wed 2/18/09		
411	Test VAX / Avatar synchronization nightly transmissions from Avatar to VAX	3 days	Tue 2/17/09	Fri 2/20/09		
412	Review data	3 days	Wed 2/18/09	Mon 2/23/09	410	
413	Load MEDS tape and run eligibility	1 day	Wed 2/18/09	Thu 2/19/09	410	
414	Analyze and fix data	3 days	Fri 2/20/09	Wed 2/25/09	411	
415	Review user built screens	3 days	Tue 2/17/09	Fri 2/20/09		
416	Go Live with Clinic 1	5 days	Wed 2/25/09	Wed 3/4/09	409	
417	On-Site Go-Live Support	5 days	Wed 2/25/09	Wed 3/4/09		Netsmart Project Manager, San Mateo Co. Project Manager[70%]
418	Assist with log-ins	5 days	Wed 2/25/09	Wed 3/4/09		
419	Monitor processes	5 days	Wed 2/25/09	Wed 3/4/09		
420	Track and document all issues	5 days	Wed 2/25/09	Wed 3/4/09		
421	Run Parallel Systems	22 days	Wed 2/25/09	Fri 3/27/09	409	
422	Process nightly update from Avatar to VAX	22 days	Wed 2/25/09	Fri 3/27/09		
423	Review and adjust VAX / Avatar synchronization as needed	22 days	Wed 2/25/09	Fri 3/27/09		
424	Monthly Closing	12 days	Fri 3/27/09	Tue 4/14/09	421	
425	Close and ready claims for VAX	3 days	Fri 3/27/09	Wed 4/1/09		
426	Run VAX report of totals for Clinic 1	1 day	Wed 4/1/09	Thu 4/2/09	425	
427	Close and ready claims for Avatar	2 days	Fri 3/27/09	Tue 3/31/09		
428	Run Avatar report of totals for Clinic 1	1 day	Tue 3/31/09	Wed 4/1/09	427	
429	Claims Testing process	3 days	Wed 4/1/09	Mon 4/6/09	428	
430	Compare and analyze VAX, Avatar claims for Clinic 1	5 days	Mon 4/6/09	Mon 4/13/09	429	
431	Adjust Avatar Billing Rules as needed	1 day	Mon 4/13/09	Tue 4/14/09	430	
432	Go Live with Clinic 2	49 days	Mon 3/23/09	Fri 5/29/09	S-4 days	
433	Clinic 2 User training	4 days	Mon 3/23/09	Fri 3/27/09		
434	Delta 1 Data Conversion efforts (see notes)	4 days	Mon 3/23/09	Fri 3/27/09		
435	Create Test data conversion file from VAX	1 day	Mon 3/23/09	Tue 3/24/09		
436	Scrub Avatar data for issues	1 day	Mon 3/23/09	Tue 3/24/09		
437	Check unique client identifiers	1 day	Mon 3/23/09	Tue 3/24/09		

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
438	check dictionary values	1 day	Mon 3/23/09	Tue 3/24/09		
439	Movement errors	1 day	Mon 3/23/09	Tue 3/24/09		
440	Run test conversion	1 day	Mon 3/23/09	Tue 3/24/09		
441	Analyze and fix	1 day	Mon 3/23/09	Tue 3/24/09		
442	Claim Line conversion for Clinic 1	2 days	Tue 3/24/09	Thu 3/26/09	435	
443	Pull payments posted since initial conversion for Clinic 1 claim	2 days	Tue 3/24/09	Thu 3/26/09		
444	Post payments in Avatar	2 days	Tue 3/24/09	Thu 3/26/09		
445	Production data conversion	1 day	Thu 3/26/09	Fri 3/27/09	442	
446	Extract data from VAX	1 day	Thu 3/26/09	Fri 3/27/09		
447	Process conversion data	1 day	Thu 3/26/09	Fri 3/27/09		
448	Go Live with Clinic 2	1 day	Fri 3/27/09	Mon 3/30/09	447	
449	Run Parallel systems in Clinics 1 and 2	21 days	Fri 3/27/09	Mon 4/27/09	447	
450						
451	Monthly Closing	14 days	Mon 4/27/09	Fri 5/15/09	449	
452	Close and ready claims for VAX	3 days	Mon 4/27/09	Thu 4/30/09		
453	Run VAX report of totals for Clinics 1 & 2	1 day	Thu 4/30/09	Fri 5/1/09	452	
454	Close and ready claims for Avatar	2 days	Mon 4/27/09	Wed 4/29/09		
455	Run Avatar report of totals for Clinics 1 & 2	1 day	Wed 4/29/09	Thu 4/30/09	454	
456	Claims Testing process	5 days	Thu 4/30/09	Thu 5/7/09	455	
457	Compare and analyze VAX, Avatar claims for Clinics 1 & 2	5 days	Thu 5/7/09	Thu 5/14/09	456	
458	Adjust Avatar Billing Rules as needed	1 day	Thu 5/14/09	Fri 5/15/09	457	
459	EOB Processing	10 days	Fri 5/15/09	Fri 5/29/09	451	
460	Medi-Cal 835 EOB testing	5 days	Fri 5/15/09	Fri 5/22/09		
461	Upload 835 test to Avatar	5 days	Fri 5/15/09	Fri 5/22/09		
462	Reconfirm System set-up	5 days	Fri 5/15/09	Fri 5/22/09		
463	Product reports	5 days	Fri 5/15/09	Fri 5/22/09		
464	Review results	5 days	Fri 5/15/09	Fri 5/22/09		
465	Adjust errors	5 days	Fri 5/15/09	Fri 5/22/09		
466	Medicare 835 EOB testing	4 days	Thu 5/21/09	Wed 5/27/09	FS-1 day	
467	Upload 835 test to Avatar	4 days	Thu 5/21/09	Wed 5/27/09		
468	Reconfirm System set-up	4 days	Thu 5/21/09	Wed 5/27/09		
469	Product reports	4 days	Thu 5/21/09	Wed 5/27/09		
470	Review results	4 days	Thu 5/21/09	Wed 5/27/09		
471	Adjust errors	4 days	Thu 5/21/09	Wed 5/27/09		
472	HPSM 835 EOB testing	3 days	Tue 5/26/09	Fri 5/29/09	FS-1 day	
473	Upload 835 test to Avatar	3 days	Tue 5/26/09	Fri 5/29/09		
474	Reconfirm System set-up	3 days	Tue 5/26/09	Fri 5/29/09		
475	Product reports	3 days	Tue 5/26/09	Fri 5/29/09		

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
476	Review results	3 days	Tue 5/26/09	Fri 5/29/09		
477	Adjust errors	3 days	Tue 5/26/09	Fri 5/29/09		
478	Clinic 3 Go Live Activities	24 days	Tue 4/21/09	Mon 5/25/09	S-4 days	
479	Delta 2 Data conversion	4 days	Tue 4/21/09	Mon 4/27/09		
480	Clinic 3 user training	3 days	Tue 4/21/09	Fri 4/24/09		
481	Go Live with Clinic 3	1 day	Fri 4/24/09	Mon 4/27/09	480	
482	Run parallel systems in Clinics 1, 2, and 3	21 days	Fri 4/24/09	Mon 5/25/09	480	
483	Monthly Closing	14 days	Tue 4/21/09	Mon 5/11/09		
484	Close and ready claims for VAX	3 days	Tue 4/21/09	Fri 4/24/09		
485	Run VAX report of totals for Clinics 1, 2, and 3	1 day	Fri 4/24/09	Mon 4/27/09	484	
486	Close and ready claims for Avatar	2 days	Tue 4/21/09	Thu 4/23/09		
487	Run Avatar report of totals for Clinics 1, 2, and 3	1 day	Thu 4/23/09	Fri 4/24/09	486	
488	Claims Testing process	5 days	Fri 4/24/09	Fri 5/1/09	487	
489	Compare and analyze VAX, Avatar claims for Clinics 1, 2, and 3	5 days	Fri 5/1/09	Fri 5/8/09	488	
490	Adjust Avatar Billing Rules as needed	1 day	Fri 5/8/09	Mon 5/11/09	489	
491	837 Claims Submission Testing	11 days	Mon 5/11/09	Tue 5/26/09	483	
492	Medi-Cal 837 Testing - Second test submission	9 days	Mon 5/11/09	Fri 5/22/09		
493	Produce Test Claim Files	1 day	Mon 5/11/09	Tue 5/12/09		Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
494	Submit Test File	0 days	Tue 5/12/09	Tue 5/12/09	493	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
495	Review Results, Adjust billing rules as needed	3 days	Tue 5/19/09	Fri 5/22/09	494FS+5 days	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
496	Medicare Part B 837 Testing	9 days	Tue 5/12/09	Mon 5/25/09	494	
497	Produce Test Claim Files	1 day	Tue 5/12/09	Wed 5/13/09		Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
498	Submit Test File	0 days	Wed 5/13/09	Wed 5/13/09	497	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
499	Review Results, Adjust billing rules as needed	3 days	Wed 5/20/09	Mon 5/25/09	498FS+5 days	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
500	HPSM 837 Testing	9 days	Wed 5/13/09	Tue 5/26/09	498	
501	Produce Test Claim Files	1 day	Wed 5/13/09	Thu 5/14/09		Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
502	Submit Test File	0 days	Thu 5/14/09	Thu 5/14/09	501	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
503	Review Results, Adjust billing rules as needed	3 days	Thu 5/21/09	Tue 5/26/09	502FS+5 days	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
504	EOB Processing	10 days	Tue 6/9/09	Tue 6/23/09	+10 days	
505	Medi-Cal 835 EOB testing	5 days	Tue 6/9/09	Tue 6/16/09		
506	Upload 835 test to Avatar	5 days	Tue 6/9/09	Tue 6/16/09		
507	Reconfirm System set-up	5 days	Tue 6/9/09	Tue 6/16/09		
508	Product reports	5 days	Tue 6/9/09	Tue 6/16/09		
509	Review results	5 days	Tue 6/9/09	Tue 6/16/09		
510	Adjust errors	5 days	Tue 6/9/09	Tue 6/16/09		

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
511	Medicare 835 EOB testing	4 days	Mon 6/15/09	Fri 6/19/09	FS-1 day	
512	Upload 835 test to Avatar	4 days	Mon 6/15/09	Fri 6/19/09		
513	Reconfirm System set-up	4 days	Mon 6/15/09	Fri 6/19/09		
514	Product reports	4 days	Mon 6/15/09	Fri 6/19/09		
515	Review results	4 days	Mon 6/15/09	Fri 6/19/09		
516	Adjust errors	4 days	Mon 6/15/09	Fri 6/19/09		
517	HPSM 835 EOB testing	3 days	Thu 6/18/09	Tue 6/23/09	FS-1 day	
518	Upload 835 test to Avatar	3 days	Thu 6/18/09	Tue 6/23/09		
519	Reconfirm System set-up	3 days	Thu 6/18/09	Tue 6/23/09		
520	Product reports	3 days	Thu 6/18/09	Tue 6/23/09		
521	Review results	3 days	Thu 6/18/09	Tue 6/23/09		
522	Adjust errors	3 days	Thu 6/18/09	Tue 6/23/09		
523	Clinic 4 Go Live Activities	27 days	Tue 5/19/09	Thu 6/25/09	S-4 days	
524	Delta 3 Data conversion	4 days	Tue 5/19/09	Mon 5/25/09		
525	Clinic 4 user training	2 days	Thu 5/21/09	Mon 5/25/09	FS-2 days	
526	Go Live with Clinic 4	1 day	Mon 5/25/09	Tue 5/26/09	525	
527	Run parallel systems in Clinics 1 - 4	22 days	Tue 5/26/09	Thu 6/25/09	526	
528	Monthly Closing	14 days	Tue 5/19/09	Mon 6/8/09		
529	Close and ready claims for VAX	3 days	Tue 5/19/09	Fri 5/22/09		
530	Run VAX report of totals for Clinics 1 - 4	1 day	Fri 5/22/09	Mon 5/25/09	529	
531	Close and ready claims for Avatar	2 days	Tue 5/19/09	Thu 5/21/09		
532	Run Avatar report of totals for Clinics 1 - 4	1 day	Thu 5/21/09	Fri 5/22/09	531	
533	Claims Testing process	5 days	Fri 5/22/09	Fri 5/29/09	532	
534	Compare and analyze VAX, Avatar claims for Clinics 1 - 4	5 days	Fri 5/29/09	Fri 6/5/09	533	
535	Adjust Avatar Billing Rules as needed	1 day	Fri 6/5/09	Mon 6/8/09	534	
536	837 Claims Certification	11 days	Mon 6/8/09	Tue 6/23/09	528	
537	Medi-Cal 837 Testing - Second test submission	9 days	Mon 6/8/09	Fri 6/19/09		
538	Produce Test Claim Files	1 day	Mon 6/8/09	Tue 6/9/09		Netsmart Project Manager[30%],San Mateo Co. Project Manager[70%]
539	Submit Test File	0 days	Tue 6/9/09	Tue 6/9/09	538	Netsmart Project Manager[30%],San Mateo Co. Project Manager[70%]
540	Review Results, Adjust billing rules as needed	3 days	Tue 6/16/09	Fri 6/19/09	539FS+5 days	Netsmart Project Manager[30%],San Mateo Co. Project Manager[70%]
541	Medicare Part B 837 Testing	9 days	Tue 6/9/09	Mon 6/22/09	539	
542	Produce Test Claim Files	1 day	Tue 6/9/09	Wed 6/10/09		Netsmart Project Manager[30%],San Mateo Co. Project Manager[70%]
543	Submit Test File	0 days	Wed 6/10/09	Wed 6/10/09	542	Netsmart Project Manager[30%],San Mateo Co. Project Manager[70%]
544	Review Results, Adjust billing rules as needed	3 days	Wed 6/17/09	Mon 6/22/09	543FS+5 days	Netsmart Project Manager[30%],San Mateo Co. Project Manager[70%]
545	HPSM 837 Testing	9 days	Wed 6/10/09	Tue 6/23/09	543	
546	Produce Test Claim Files	1 day	Wed 6/10/09	Thu 6/11/09		Netsmart Project Manager[30%],San Mateo Co. Project Manager[70%]

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation						
ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
547	Submit Test File	0 days	Thu 6/11/09	Thu 6/11/09	546	Netsmart Project Manager[30%],San Mateo Co. Project Manager[70%]
548	Review Results, Adjust billing rules as needed	3 days	Thu 6/18/09	Tue 6/23/09	547FS+5 days	Netsmart Project Manager[30%],San Mateo Co. Project Manager[70%]
549	835 EOB Processing	10 days	Tue 7/7/09	Tue 7/21/09	+10 days	
550	Medi-Cal 835 EOB testing	5 days	Tue 7/7/09	Tue 7/14/09		
551	Upload 835 test to Avatar	5 days	Tue 7/7/09	Tue 7/14/09		
552	Reconfirm System set-up	5 days	Tue 7/7/09	Tue 7/14/09		
553	Product reports	5 days	Tue 7/7/09	Tue 7/14/09		
554	Review results	5 days	Tue 7/7/09	Tue 7/14/09		
555	Adjust errors	5 days	Tue 7/7/09	Tue 7/14/09		
556	Medicare 835 EOB testing	4 days	Mon 7/13/09	Fri 7/17/09	FS-1 day	
557	Upload 835 test to Avatar	4 days	Mon 7/13/09	Fri 7/17/09		
558	Reconfirm System set-up	4 days	Mon 7/13/09	Fri 7/17/09		
559	Product reports	4 days	Mon 7/13/09	Fri 7/17/09		
560	Review results	4 days	Mon 7/13/09	Fri 7/17/09		
561	Adjust errors	4 days	Mon 7/13/09	Fri 7/17/09		
562	HPSM 835 EOB testing	3 days	Thu 7/16/09	Tue 7/21/09	FS-1 day	
563	Upload 835 test to Avatar	3 days	Thu 7/16/09	Tue 7/21/09		
564	Reconfirm System set-up	3 days	Thu 7/16/09	Tue 7/21/09		
565	Product reports	3 days	Thu 7/16/09	Tue 7/21/09		
566	Review results	3 days	Thu 7/16/09	Tue 7/21/09		
567	Adjust errors	3 days	Thu 7/16/09	Tue 7/21/09		
568	Cal PM, CWS, Document Management, Software Development Production Acceptance Testing	34 days	Tue 7/21/09	Mon 9/7/09	549	
569	Execute Production Test Plans	34 days	Tue 7/21/09	Mon 9/7/09		Netsmart Project Manager[50%],San Mateo Co. Project Manager[50%]
570	Admissions/Discharges/Transfers	3 days	Tue 7/21/09	Fri 7/24/09		San Mateo Co. Project Manager
571	Financial Eligibility	3 days	Tue 7/21/09	Fri 7/24/09		San Mateo Co. Project Manager
572	MMEF processing	3 days	Tue 7/21/09	Fri 7/24/09		San Mateo Co. Project Manager
573	270/271 Acceptance	2 days	Fri 7/24/09	Tue 7/28/09	572	
574	Eligibility processing	2 days	Fri 7/24/09	Tue 7/28/09		
575	Share of Cost processing	2 days	Fri 7/24/09	Tue 7/28/09		
576	Family Registration and UMDAP	2 days	Tue 7/21/09	Thu 7/23/09		San Mateo Co. Project Manager
577	Scheduling	4 days	Thu 7/23/09	Wed 7/29/09	576	San Mateo Co. Project Manager
578	Service/Charge Entry	4 days	Thu 7/23/09	Wed 7/29/09	576	San Mateo Co. Project Manager
579	Client ledger/Liability Distribution	3 days	Wed 7/29/09	Mon 8/3/09	578	San Mateo Co. Project Manager
580	Outpatient lab orders	1 day	Mon 8/3/09	Tue 8/4/09	579	San Mateo Co. Project Manager
581	PM Workflow	4 days	Tue 8/4/09	Mon 8/10/09	580	San Mateo Co. Project Manager
582	Feature customizations and interfaces	5 days	Mon 8/10/09	Mon 8/17/09	581	
583	Assessments	2 days	Mon 8/17/09	Wed 8/19/09	582	

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
584	Treatment Planning	3 days	Wed 8/19/09	Mon 8/24/09	583	
585	Progress Notes	2 days	Mon 8/17/09	Wed 8/19/09	582	
586	Mobile forms and functions	3 days	Wed 8/19/09	Mon 8/24/09	585	
587	Document Management, document scanning	5 days	Wed 8/19/09	Wed 8/26/09	585	
588	CWS Workflow Management	5 days	Wed 8/26/09	Wed 9/2/09	587	
589	Integration of CWS with Cal-PM	3 days	Wed 9/2/09	Mon 9/7/09	588	
590	CSI Acceptance	4 days	Thu 7/23/09	Wed 7/29/09	576	
591	Compilation	1 day	Thu 7/23/09	Fri 7/24/09	576	San Mateo Co. Project Manager
592	Output Report	1 day	Fri 7/24/09	Mon 7/27/09	591	San Mateo Co. Project Manager
593	Review report and fix data problems	2 days	Mon 7/27/09	Wed 7/29/09	592	
594	MHSA DCR Acceptance	6 days	Mon 8/10/09	Tue 8/18/09		
595	Compile	4 days	Mon 8/10/09	Fri 8/14/09	581	San Mateo Co. Project Manager
596	Output Report	2 days	Fri 8/14/09	Tue 8/18/09	595	San Mateo Co. Project Manager
597	837 Claims Acceptance Production Claim	2 days	Mon 8/17/09	Wed 8/19/09	582	
598	Medi-Cal	2 days	Mon 8/17/09	Wed 8/19/09		
599	Medicare	2 days	Mon 8/17/09	Wed 8/19/09		
600	HPSM	2 days	Mon 8/17/09	Wed 8/19/09		
601	835 EOB Acceptance Production EOB	10 days	Wed 8/19/09	Wed 9/2/09	597	
602	Medi-Cal 835 EOB	5 days	Wed 8/19/09	Wed 8/26/09		
603	Medicare 835 EOB	4 days	Tue 8/25/09	Mon 8/31/09	FS-1 day	
604	HPSM 835 EOB	3 days	Fri 8/28/09	Wed 9/2/09	3FS-1 day	
605	Paper claims acceptance	1 day	Mon 8/17/09	Tue 8/18/09	582	
606	UMDAP Family Bill testing	2 days	Tue 8/18/09	Thu 8/20/09	605	
607	Billing Reports testing	1 day	Tue 8/18/09	Wed 8/19/09	605	
608	Accept Phase 1	1 day	Mon 9/7/09	Tue 9/8/09	568	
609	County Production Acceptance of Phase 1 Modules and Software development	1 day	Mon 9/7/09	Tue 9/8/09		
610	License Payment	1 day	Mon 9/7/09	Tue 9/8/09		
611	Phase I Completed	0 days	Mon 9/7/09	Mon 9/7/09		
612	Transition to Maintenance for accepted programs/modules	1 day	Mon 9/7/09	Tue 9/8/09		
613						
614	Phase 2 -Implementation of Infoscriber, Avatar MSO, Web Services for MSO, and the rollout of Cal-PM and CWS to additional sites	164 days	Tue 9/8/09	Mon 4/26/10	608	
615	Update Statement of Work	7 days	Tue 9/8/09	Thu 9/17/09		
616	Lessons Learned - Post Phase1 Impmentation Review	8 hrs	Tue 9/8/09	Wed 9/9/09		Netsmart Project Executive, Netsmart Project Manager, San Mateo Co. Project Manager
617	Update Project Plan	16 hrs	Wed 9/9/09	Fri 9/11/09	616	Netsmart Project Manager
618	Compile Updated version	16 hrs	Fri 9/11/09	Tue 9/15/09	617	Netsmart Project Manager
619	Aprove Statement of Work	16 hrs	Tue 9/15/09	Thu 9/17/09	618	San Mateo Co. Project Manager
620	Refresher training of trainers	6 days	Thu 9/17/09	Fri 9/25/09	615	

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
621	PM	3 days	Thu 9/17/09	Tue 9/22/09		
622	CWS	2 days	Tue 9/22/09	Thu 9/24/09	621	
623	MSO	1 day	Thu 9/24/09	Fri 9/25/09	622	
624	Software Delivery and Installation	6 days	Thu 9/17/09	Fri 9/25/09	615	
625	Install latest version of MSO	1 day	Thu 9/17/09	Fri 9/18/09		
626	Increase Named users by 170	1 day	Thu 9/17/09	Fri 9/18/09		
627	Increase Cache processes by 43	1 day	Thu 9/17/09	Fri 9/18/09		
628	Verify software installation	1 day	Thu 9/17/09	Fri 9/18/09		
629	Initial Software Training	6 days	Thu 9/17/09	Fri 9/25/09	615	
630	MSO Quickstart	16 hrs	Thu 9/17/09	Mon 9/21/09	615	Netsmart Project Manager
631	MSO Data Model	8 hrs	Mon 9/21/09	Tue 9/22/09	630	Netsmart Trainer
632	MSO Web Services	2 days	Tue 9/22/09	Thu 9/24/09	631	
633	MSO/PM Integration	8 hrs	Thu 9/24/09	Fri 9/25/09	632	Netsmart Trainer
634	Infoscriber	1 day	Thu 9/17/09	Fri 9/18/09		
635	Technical Configuration Efforts (RAD Forms and Crystal)	49 days	Fri 9/25/09	Thu 12/3/09	624	Netsmart Project Manager[50%]
636	RADplus Forms Development	24 days	Fri 9/25/09	Thu 10/29/09	624	
637	Identify MSO Forms to be Modeled	16 hrs	Fri 9/25/09	Tue 9/29/09	624	San Mateo Co. Project Manager[80%]
638	Prioritize Forms to be Modeled	8 hrs	Tue 9/29/09	Wed 9/30/09	637	San Mateo Co. Project Manager[80%]
639	Develop Specifications for Forms	5 days	Wed 9/30/09	Wed 10/7/09	638	San Mateo Co. Project Manager[70%]
640	Model Forms in TEST Namespaces	10 days	Wed 10/7/09	Wed 10/21/09	639	San Mateo Co. Programmer
641	Test and Approve Completed Forms	5 days	Wed 10/21/09	Wed 10/28/09	640	San Mateo Co. Project Manager[60%], San Mateo Co. Programmer[20%]
642	Export Approved Forms to LIVE Namespace	1 day	Wed 10/28/09	Thu 10/29/09	641	San Mateo Co. Programmer
643	Crystal Report Development	35 days	Thu 10/15/09	Thu 12/3/09	610 days	
644	Identify Crystal Reports to be Developed	16 hrs	Thu 10/15/09	Mon 10/19/09	637	San Mateo Co. Project Manager[80%]
645	Prioritize Reports to be Developed	8 hrs	Mon 10/19/09	Tue 10/20/09	644	San Mateo Co. Project Manager[80%]
646	Develop Specifications for Reports	5 days	Tue 10/20/09	Tue 10/27/09	645	San Mateo Co. Project Manager[70%]
647	Develop Reports	20 days	Tue 10/27/09	Tue 11/24/09	646	San Mateo Co. Programmer
648	Test and Approve Reports	5 days	Tue 11/24/09	Tue 12/1/09	647	San Mateo Co. Project Manager[60%], San Mateo Co. Programmer[20%]
649	Import Approved Reports to LIVE Namespace (When Appropriate)	2 days	Tue 12/1/09	Thu 12/3/09	648	San Mateo Co. Programmer
650	MSO File Build - Data Collection	38 days	Fri 9/25/09	Wed 11/18/09	624	
651	Member File Elements	7 days	Fri 9/25/09	Tue 10/6/09	624	
652	Member County (Must match the dictionary in LMEHSIS)	1 day	Fri 9/25/09	Mon 9/28/09	624	San Mateo Co. Project Manager
653	Member Language (Optional)	1 day	Mon 9/28/09	Tue 9/29/09	652	San Mateo Co. Project Manager
654	Reason For Termination	1 day	Tue 9/29/09	Wed 9/30/09	653	San Mateo Co. Project Manager
655	Authorized Level of Care (Single Choice = NA)	1 day	Wed 9/30/09	Thu 10/1/09	654	San Mateo Co. Project Manager
656	Letter Type	1 day	Thu 10/1/09	Fri 10/2/09	655	San Mateo Co. Project Manager
657	Current Authorization Status Reason	1 day	Fri 10/2/09	Mon 10/5/09	656	San Mateo Co. Project Manager

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
658	Primary Level Of Care (Care Manager Assignment) (e.g. Screening, Level II, Level III, Outpatient, Case Management, etc.) or (e.g. MH Level 1, MH Level 2, SA Level 1, SA Level 2, etc.)	1 day	Mon 10/5/09	Tue 10/6/09	657	San Mateo Co. Project Manager
659	Provider File Elements	9 days	Tue 10/6/09	Mon 10/19/09	651	
660	Specialties	1 day	Tue 10/6/09	Wed 10/7/09	651	San Mateo Co. Project Manager
661	Type Of Contact	1 day	Wed 10/7/09	Thu 10/8/09	660	San Mateo Co. Project Manager
662	Special Accommodations	1 day	Thu 10/8/09	Fri 10/9/09	661	San Mateo Co. Project Manager
663	Performing Provider's Age Group	1 day	Fri 10/9/09	Mon 10/12/09	662	San Mateo Co. Project Manager
664	Reason for Termination	1 day	Mon 10/12/09	Tue 10/13/09	663	San Mateo Co. Project Manager
665	Performing Provider's License Type	1 day	Tue 10/13/09	Wed 10/14/09	664	San Mateo Co. Project Manager
666	Treatment Age Group Specialties	1 day	Wed 10/14/09	Thu 10/15/09	665	San Mateo Co. Project Manager
667	Hospital Privileges	1 day	Thu 10/15/09	Fri 10/16/09	666	San Mateo Co. Project Manager
668	Other Languages	1 day	Fri 10/16/09	Mon 10/19/09	667	San Mateo Co. Project Manager
669	Funding Source File Elements	1 day	Mon 10/19/09	Tue 10/20/09	659	
670	Funding Source Type	1 day	Mon 10/19/09	Tue 10/20/09	659	San Mateo Co. Project Manager
671	Batch Claim Processing File Elements	1 day	Tue 10/20/09	Wed 10/21/09	669	
672	Claim Status Reason (e.g. Approved but units decreased due to daily/weekly/monthly limits)	1 day	Tue 10/20/09	Wed 10/21/09	669	San Mateo Co. Project Manager
673	RADplus User File Elements	1 day	Wed 10/21/09	Thu 10/22/09	671	
674	Position Class (e.g. Care Manager, Claims Adjudication, IT, Admin, etc.)	1 day	Wed 10/21/09	Thu 10/22/09	671	San Mateo Co. Project Manager
675	Business Rules Set Up	14 days	Thu 10/22/09	Wed 11/11/09	673	
676	Complete Position Class (e.g. Care Manager, Claims Adjudication, IT, Admin, etc.)	1 day	Thu 10/22/09	Fri 10/23/09		
677	Complete System Defaults Worksheet	1 day	Thu 10/22/09	Fri 10/23/09	673	San Mateo Co. Project Manager
678	Complete CPT Code Definition Worksheet	1 day	Fri 10/23/09	Mon 10/26/09	677	San Mateo Co. Project Manager
679	Complete UB-92 Code Definition Worksheet	1 day	Mon 10/26/09	Tue 10/27/09	678	San Mateo Co. Project Manager
680	Complete Authorization Grouping Worksheet	1 day	Tue 10/27/09	Wed 10/28/09	679	San Mateo Co. Project Manager
681	Complete Approve/Pend/Deny Rules Worksheets	5 days	Tue 10/27/09	Tue 11/3/09	680SS	San Mateo Co. Project Manager
682	Complete Contract Registration Worksheets	5 days	Tue 11/3/09	Tue 11/10/09	681	San Mateo Co. Project Manager
683	Complete Plan Definition Worksheets	5 days	Tue 11/3/09	Tue 11/10/09	682SS	San Mateo Co. Project Manager
684	Complete Posting/Adjustment Table Worksheets	1 day	Tue 11/10/09	Wed 11/11/09	683	San Mateo Co. Project Manager
685	Provider Set-up	11 days	Tue 11/3/09	Wed 11/18/09	681	
686	Complete Contracting Provider Set-up Worksheets	5 days	Wed 11/11/09	Wed 11/18/09	684	San Mateo Co. Project Manager
687	Complete Performing Provider Set-Up Worksheets	5 days	Tue 11/3/09	Tue 11/10/09	681SS	San Mateo Co. Project Manager
688	MSO File Build - Data Entry / Import	42 days	Wed 11/18/09	Fri 1/15/10	650	
689	Upload Dictionary Values	3 days	Wed 11/18/09	Mon 11/23/09	624	San Mateo Co. Project Manager
690	Member File Elements	7 days	Mon 11/23/09	Wed 12/2/09	689	
691	Member County (Must match the dictionary in LMEHSIS)	1 day	Mon 11/23/09	Tue 11/24/09	689	San Mateo Co. Project Manager
692	Member Language (Optional)	1 day	Tue 11/24/09	Wed 11/25/09	691	San Mateo Co. Project Manager
693	Reason For Termination	1 day	Wed 11/25/09	Thu 11/26/09	692	San Mateo Co. Project Manager

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
694	Authorized Level of Care (Single Choice = NA)	1 day	Thu 11/26/09	Fri 11/27/09	693	San Mateo Co. Project Manager
695	Letter Type	1 day	Fri 11/27/09	Mon 11/30/09	694	San Mateo Co. Project Manager
696	Current Authorization Status Reason	1 day	Mon 11/30/09	Tue 12/1/09	695	San Mateo Co. Project Manager
697	Primary Level Of Care (Care Manager Assignment) (e.g. Screening, Level II, Level III, Outpatient, Case Management, etc.) or (e.g. MH Level 1, MH Level 2, SA Level 1, SA Level 2, etc.)	1 day	Tue 12/1/09	Wed 12/2/09	696	San Mateo Co. Project Manager
698	Provider File Elements	9 days	Wed 12/2/09	Tue 12/15/09	690	
699	Specialties	1 day	Wed 12/2/09	Thu 12/3/09	690	San Mateo Co. Project Manager
700	Type Of Contact	1 day	Thu 12/3/09	Fri 12/4/09	699	San Mateo Co. Project Manager
701	Special Accommodations	1 day	Fri 12/4/09	Mon 12/7/09	700	San Mateo Co. Project Manager
702	Performing Provider's Age Group	1 day	Mon 12/7/09	Tue 12/8/09	701	San Mateo Co. Project Manager
703	Reason for Termination	1 day	Tue 12/8/09	Wed 12/9/09	702	San Mateo Co. Project Manager
704	Performing Provider's License Type	1 day	Wed 12/9/09	Thu 12/10/09	703	San Mateo Co. Project Manager
705	Treatment Age Group Specialties	1 day	Thu 12/10/09	Fri 12/11/09	704	San Mateo Co. Project Manager
706	Hospital Privileges	1 day	Fri 12/11/09	Mon 12/14/09	705	San Mateo Co. Project Manager
707	Other Languages	1 day	Mon 12/14/09	Tue 12/15/09	706	San Mateo Co. Project Manager
708	Funding Source File Elements	1 day	Tue 12/15/09	Wed 12/16/09	698	
709	Funding Source Type	1 day	Tue 12/15/09	Wed 12/16/09	698	San Mateo Co. Project Manager
710	Batch Claim Processing File Elements	1 day	Wed 12/16/09	Thu 12/17/09	708	
711	Claim Status Reason (e.g. Approved but units decreased due to daily/weekly/monthly limits)	1 day	Wed 12/16/09	Thu 12/17/09	708	San Mateo Co. Project Manager
712	RADplus User File Elements	1 day	Thu 12/17/09	Fri 12/18/09	710	
713	Position Class (e.g. Care Manager, Claims Adjudication, IT, Admin, etc.)	1 day	Thu 12/17/09	Fri 12/18/09	710	San Mateo Co. Project Manager
714	Business Rule Tables	14 days	Fri 12/18/09	Thu 1/7/10		
715	Upload System Defaults	1 day	Fri 12/18/09	Mon 12/21/09	712	San Mateo Co. Project Manager
716	Upload CPT Code Definition	1 day	Mon 12/21/09	Tue 12/22/09	715	San Mateo Co. Project Manager
717	Upload UB-92 Code Definition	1 day	Tue 12/22/09	Wed 12/23/09	716	San Mateo Co. Project Manager
718	Upload Authorization Grouping	1 day	Wed 12/23/09	Thu 12/24/09	717	San Mateo Co. Project Manager
719	Upload Approve/Pend/Deny Rules	3 days	Thu 12/24/09	Tue 12/29/09	718	San Mateo Co. Project Manager
720	Upload Contract Registration	3 days	Tue 12/29/09	Fri 1/1/10	719	San Mateo Co. Project Manager
721	Upload Plan Definition	3 days	Fri 1/1/10	Wed 1/6/10	720	San Mateo Co. Project Manager
722	Upload Posting/Adjustment Table	1 day	Wed 1/6/10	Thu 1/7/10	721	San Mateo Co. Project Manager
723	Provider Set-up	6 days	Thu 1/7/10	Fri 1/15/10	719	
724	Upload Contracting Provider Set-up	3 days	Thu 1/7/10	Tue 1/12/10	722	San Mateo Co. Project Manager
725	Upload Performing Provider Set-Up	3 days	Tue 1/12/10	Fri 1/15/10	724	San Mateo Co. Project Manager
726	MSO/Infoscriber Data conversion	5 days	Fri 1/15/10	Fri 1/22/10	723	
727	Medication history	5 days	Fri 1/15/10	Fri 1/22/10		
728	Pharmacy phone numbers	5 days	Fri 1/15/10	Fri 1/22/10		
729	Open authorizations	5 days	Fri 1/15/10	Fri 1/22/10		
730	MSO/InfoScriber Application Testing	76 days	Wed 11/18/09	Thu 3/4/10	650	

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
731	Design Acceptance Test Scenarios and Objectives	20 days	Wed 11/18/09	Wed 12/16/09	650	San Mateo Co. Project Manager[50%]
732	Perform Acceptance Testing	34 days	Fri 1/15/10	Thu 3/4/10	688	
733	Execute Test Plans	15 days	Fri 1/15/10	Fri 2/5/10	731	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]
734	MSO	15 days	Fri 1/15/10	Fri 2/5/10		
735	Credentialing	15 days	Fri 1/15/10	Fri 2/5/10		
736	Authorizations	15 days	Fri 1/15/10	Fri 2/5/10		San Mateo Co. Project Manager
737	Claims	15 days	Fri 1/15/10	Fri 2/5/10		San Mateo Co. Project Manager
738	MSO/PM Integration	15 days	Fri 1/15/10	Fri 2/5/10		San Mateo Co. Project Manager
739	InfoScriber	8 days	Fri 1/15/10	Wed 1/27/10	738SS	
740	Enable and Test link from CWS	16 hrs	Fri 1/15/10	Tue 1/19/10	738SS	Netsmart Trainer
741	Medication history	8 days	Fri 1/15/10	Wed 1/27/10		
742	Prescriptions	8 days	Fri 1/15/10	Wed 1/27/10		
743	Refills	8 days	Fri 1/15/10	Wed 1/27/10		
744	Reports	8 days	Fri 1/15/10	Wed 1/27/10		
745	Refine / Correct / Refresh	26 days	Wed 1/27/10	Thu 3/4/10	739	Netsmart Project Manager[25%], San Mateo Co. Project Manager[70%]
746	Publish Testing Findings	10 days	Wed 1/27/10	Wed 2/10/10		San Mateo Co. Project Manager
747	Initiate PCR's	5 days	Wed 2/10/10	Wed 2/17/10	746	San Mateo Co. Project Manager
748	Perform PCR's and re-test	10 days	Wed 2/17/10	Wed 3/3/10	747	Netsmart Programmer
749	Refresh / Update production systems	1 day	Wed 3/3/10	Thu 3/4/10	748	Netsmart Project Manager
750	MSO Pre-Go Live Efforts	15 days	Thu 3/4/10	Thu 3/25/10	730	
751	Create User roles and accounts	1 day	Thu 3/4/10	Fri 3/5/10		
752	Create User roles	1 day	Thu 3/4/10	Fri 3/5/10		
753	Define User accounts	1 day	Thu 3/4/10	Fri 3/5/10		
754	Training Efforts	15 days	Thu 3/4/10	Thu 3/25/10		
755	Train the Trainer Classes	3 days	Thu 3/4/10	Tue 3/9/10		
756	Membership management	3 days	Thu 3/4/10	Tue 3/9/10		
757	Care/Utilization management	3 days	Thu 3/4/10	Tue 3/9/10		
758	Claims Management	3 days	Thu 3/4/10	Tue 3/9/10		
759	Develop Training Materials	10 days	Tue 3/9/10	Tue 3/23/10	755	
760	Customize Help System	5 days	Thu 3/18/10	Thu 3/25/10	FS-3 days	
761	End User Training	2 days	Tue 3/9/10	Thu 3/11/10	755	
762	Membership management	2 days	Tue 3/9/10	Thu 3/11/10		
763	Care/Utilization management	2 days	Tue 3/9/10	Thu 3/11/10		
764	Claims Management	2 days	Tue 3/9/10	Thu 3/11/10		
765	InfoScriber Pre-Go Live Efforts	17 days	Thu 2/11/10	Mon 3/8/10	S-15 days	
766	Create User roles and accounts	1 day	Thu 2/11/10	Fri 2/12/10		
767	Create User roles	1 day	Thu 2/11/10	Fri 2/12/10		

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
768	Define User accounts	1 day	Thu 2/11/10	Fri 2/12/10		
769	Training Efforts	16 days	Fri 2/12/10	Mon 3/8/10	766	
770	Train the Trainer Classes	2 days	Fri 2/12/10	Tue 2/16/10		
771	Develop Training Materials	10 days	Tue 2/16/10	Tue 3/2/10	770	
772	Customize Help System	5 days	Thu 2/25/10	Thu 3/4/10	FS-3 days	
773	End User Training	2 days	Thu 3/4/10	Mon 3/8/10	772	
774	MSO Go Live Activities	21 days	Thu 3/25/10	Fri 4/23/10	750	
775	Go Live Support	5 days	Thu 3/25/10	Thu 4/1/10		
776	Begin Go-Live Activities	5 days	Thu 3/25/10	Thu 4/1/10		
777	Address issues	10 days	Thu 4/1/10	Thu 4/15/10	776	
778	Perform Live Test Acceptance	5 days	Thu 4/15/10	Thu 4/22/10	777	
779	Production Acceptance	1 day	Thu 4/22/10	Fri 4/23/10	778	
780	InfoScriber Go Live Activities	12 days	Mon 3/8/10	Wed 3/24/10	765	
781	Go Live Support	5 days	Mon 3/8/10	Mon 3/15/10		
782	Begin Go-Live Activities	5 days	Mon 3/8/10	Mon 3/15/10		
783	Address issues	5 days	Thu 3/11/10	Thu 3/18/10	FS-2 days	
784	Perform Live Test Acceptance	3 days	Thu 3/18/10	Tue 3/23/10	783	
785	Production Acceptance	1 day	Tue 3/23/10	Wed 3/24/10	784	
786	Replicate PM and CWS to more programs	49.5 days	Fri 9/25/09	Thu 12/3/09	620	
787	Create User Roles and User Accounts	3 days	Fri 9/25/09	Wed 9/30/09		
788	Define System Codes	1 day	Fri 9/25/09	Mon 9/28/09		Netsmart Project Manager[25%], San Mateo Co. Project Manager
789	Create User Roles	1 day	Mon 9/28/09	Tue 9/29/09	788	Netsmart Project Manager[25%], San Mateo Co. Project Manager
790	Define User Accounts	1 day	Tue 9/29/09	Wed 9/30/09	789	Netsmart Project Manager[25%], San Mateo Co. Project Manager
791	End User Training - Next Set of Programs	10 days	Wed 9/30/09	Wed 10/14/09	787	Netsmart Trainer[20%]
792	PM	10 days	Wed 9/30/09	Wed 10/14/09		County Trainer
793	CWS	10 days	Wed 9/30/09	Wed 10/14/09		
794	MSO	10 days	Wed 9/30/09	Wed 10/14/09		County Trainer
795	Infoscriber	10 days	Wed 9/30/09	Wed 10/14/09		County Trainer
796	Conversion	6.5 days	Wed 10/14/09	Thu 10/22/09	791	Netsmart Programmer[10%]
797	Prepare extracts / run conversion	40 hrs	Wed 10/14/09	Wed 10/21/09	791	County Programmer
798	Adjust VAX/Avatar Synch process	12 hrs	Wed 10/21/09	Thu 10/22/09	797	County Programmer
799	Go-Live Clinic X	30 days	Thu 10/22/09	Thu 12/3/09	796	Netsmart Project Manager[20%]
800	Provide site support for go-live	30 days	Thu 10/22/09	Thu 12/3/09	796	San Mateo Co. Project Manager
801	Accept Phase 2 Roll-out and Clinical Implementation	1 day	Fri 4/23/10	Mon 4/26/10	774	San Mateo Co. Project Manager
802	License payment	1 day	Fri 4/23/10	Mon 4/26/10		
803	Commence Avatar Maintenance	1 day	Fri 4/23/10	Mon 4/26/10		

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
804						
805	Phase 3 - Rollout to All programs and System Acceptance Testing	107.25 days	Mon 4/26/10	Wed 9/22/10	801	
806	Install products for Phase 3	0.25 days	Mon 4/26/10	Mon 4/26/10		
807	Increase Named users by 311	0 days	Mon 4/26/10	Mon 4/26/10		Netsmart Sys. Admin.
808	Increase Cache processes to 75	2 hrs	Mon 4/26/10	Mon 4/26/10	807	Netsmart Sys. Admin.
809	Verification of software installation	2 hrs	Mon 4/26/10	Mon 4/26/10		
810	Update Statement of Work for Phase 3	50 days	Mon 4/26/10	Mon 7/5/10	806	
811	Monitor implementation / collect data	40 days	Mon 4/26/10	Mon 6/21/10	806	San Mateo Co. Project Manager
812	Lessons Learned - Post Phase2 Implementation Review	8 hrs	Mon 6/21/10	Tue 6/22/10	811	Netsmart Project Executive, Netsmart Project Manager, San Mateo Co. Project Manager
813	Update Project Plan	16 hrs	Tue 6/22/10	Thu 6/24/10	812	Netsmart Project Manager
814	Compile Updated version	16 hrs	Thu 6/24/10	Mon 6/28/10	813	Netsmart Project Manager
815	Aprove Statement of Work	5 days	Mon 6/28/10	Mon 7/5/10	814	San Mateo Co. Project Manager
816	Replicate Billing, Clinical and ISC to final set of programs	52.5 days	Mon 7/5/10	Thu 9/16/10	810	
817	Refresher training of trainers	4 days	Mon 7/5/10	Fri 7/9/10	810	
818	PM	16 hrs	Mon 7/5/10	Wed 7/7/10	810	Netsmart Trainer
819	MSO	8 hrs	Wed 7/7/10	Thu 7/8/10	818	Netsmart Trainer
820	Clinical	8 hrs	Thu 7/8/10	Fri 7/9/10	819	Netsmart Trainer
821	Infoscriber	4 hrs	Wed 7/7/10	Thu 7/8/10	818	Netsmart Trainer
822	Create User Roles and User Accounts	2 days	Fri 7/9/10	Tue 7/13/10	817	
823	Define System Codes	16 hrs	Fri 7/9/10	Tue 7/13/10	817	Netsmart Project Manager[25%], San Mateo Co. Project Manager
824	Create User Roles	16 hrs	Fri 7/9/10	Tue 7/13/10		Netsmart Project Manager[25%], San Mateo Co. Project Manager
825	Define User Accounts	16 hrs	Fri 7/9/10	Tue 7/13/10		Netsmart Project Manager[25%], San Mateo Co. Project Manager
826	End User Training - Next Set of Programs ongoing	40 days	Tue 7/13/10	Tue 9/7/10	822	Netsmart Trainer[20%]
827	PM	40 days	Tue 7/13/10	Tue 9/7/10	822	County Trainer
828	CWS	40 days	Tue 7/13/10	Tue 9/7/10	822	County Trainer
829	MSO	40 days	Tue 7/13/10	Tue 9/7/10	822	County Trainer
830	Infoscriber	40 days	Tue 7/13/10	Tue 9/7/10	822	County Trainer
831	Conversion	6.5 days	Tue 7/27/10	Thu 8/5/10	5-30 days	Netsmart Programmer[10%]
832	Prepare extracts / run conversion	40 hrs	Tue 7/27/10	Tue 8/3/10		County Programmer
833	Adjust VAX/Avatar Synch process	12 hrs	Tue 8/3/10	Thu 8/5/10	832	County Programmer
834	Go-Live	30 days	Thu 8/5/10	Thu 9/16/10	831	Netsmart Project Manager[20%]
835	Provide site support for go-live	30 days	Thu 8/5/10	Thu 9/16/10		San Mateo Co. Project Manager
836	Final Application Testing	56 days	Mon 7/5/10	Tue 9/21/10	810	
837	Design Acceptance Test Scenarios and Objectives	10 days	Mon 7/5/10	Mon 7/19/10	810	San Mateo Co. Project Manager[50%]
838	Perform Acceptance Testing	46 days	Mon 7/19/10	Tue 9/21/10	837	
839	Execute Test Plans	20 days	Mon 7/19/10	Mon 8/16/10	837	Netsmart Project Manager[30%], San Mateo Co. Project Manager[70%]

Exhibit H Project Workplan

San Mateo County Mental Health eClinical Care Implementation

ID	Task Name	Duration	Start	Finish	edecesso	Resource Names
840	Total System and Integration testing	20 days	Mon 7/19/10	Mon 8/16/10	837	San Mateo Co. Project Manager
841	Refine / Correct / Refresh	26 days	Mon 8/16/10	Tue 9/21/10	839	Netsmart Project Manager[25%], San Mateo Co. Project Manager[70%]
842	Publish Testing Findings	10 days	Mon 8/16/10	Mon 8/30/10	839	San Mateo Co. Project Manager
843	Initiate PCR's	5 days	Mon 8/30/10	Mon 9/6/10	842	San Mateo Co. Project Manager
844	Perform PCR's and re-test	10 days	Mon 9/6/10	Mon 9/20/10	843	Netsmart Programmer
845	Refresh / Update production systems	1 day	Mon 9/20/10	Tue 9/21/10	844	Netsmart Project Manager
846						
847	Accept Phase 3 Roll-out and Clinical Implementation	1 day	Tue 9/21/10	Wed 9/22/10	836	San Mateo Co. Project Manager
848	License payment	1 day	Tue 9/21/10	Wed 9/22/10		
849	Services Holdback (10%)	1 day	Tue 9/21/10	Wed 9/22/10		
850	Commence Avatar Maintenance	1 day	Tue 9/21/10	Wed 9/22/10		

**EXHIBIT I
REQUEST FOR PROPOSAL**

Reference on file with the County Manager's Office (CMO).

EXHIBIT J
REQUEST FOR PROPOSAL CLARIFICATIONS
Reference on file with the County Manager's Office (CMO)

Documents to include:

Jan 17, 2006 Netsmart RFP Response

- NTST_Response_San Mateo MH.doc
- NTST_Pricing_SanMateo MH.xls
- SanMateo_Plan#1_PM.mpp
- SanMateo_Plan#2_PM & CWS.mpp
- 2004_10k.pdf
- ASP_Contract_AVATAR_NTST.pdf
- Avatar_CWS_2004_User_Guide_abridged.pdf
- Avatar_Cal-PM_2005_User_Guide_abridged.pdf
- davies_svhfinal_2_.pdf
- NTST_Product Sheets.pdf
- PressReleases.pdf
- Standard End User Agreement_NTST_2005.pdf

County Contract Letter Oct 16, 2006 Response

- SMC MH Netsmart Contract Letter Oct 16 2006_ v8.doc
- Resp1_Standard_End_UserAgreement_August 4 2006.doc
- Resp1_Pricing Template - TA v6.xls
- Resp1_QUOTE # 26937 SAN MATEO - HARDWARE.xls
- Resp1_SMC Long Form Agreement BA template OHS Marked 10-5-06 v1.doc
- Resp1_netsmart-9202 Escrow Agreement.pdf

County Contract Letter – Clarifications requested

- Resp2 Netsmart Contract Letter Addendum v5 - 1101006.doc

**EXHIBIT K
NETSMART PROGRAMS**

Product	License Cost per Unit	Annual Cost per Unit	#	Total License Price	Total Annual Fees
Avatar Cal-Practice Management ¹ - 1 Licensee Database: Includes system management, client tracking, scheduling and reporting functions.	\$10,000	\$2,100	1	Included	\$2,100
Clinician Workstation ¹ – 1 Licensee Database: Includes system management, assessment, progress notes, treatment planning and reporting functions.	10,000	2,100	1	Included	2,100
Avatar Management of Services Organization ¹ - 1 Licensee Database: Includes system management, membership management, provider management, contract management, care management, and claims processing.	10,000	2,100	1	\$10,000	2,100
RADplus ^{1,2} – Named Users: Includes Avatar System access and security management, modeling, table and dictionary maintenance and ad-hoc report integration.	614	128.94	511	\$313,754	65,998
Avatar Test Server – configuration and support of a secondary instance of all Netsmart programs.	10,000	2,100	1	\$10,000	2,100
Document Management (POS/Batch/API)	45,000	45,000	1	\$45,000	\$9,450
Avatar Mobile — Includes detached data entry and synchronization functionality for notes, service entry and user-defined forms.	498	104.58	150	\$74,700	15,687
Web Services – for all RADplus-modeled forms	50,000	10,500	1	\$50,000	10,500
Web Services – Practice Management Admission, Discharge, Transfer	25,000	5,250	1	\$25,000	5,250
Web Services – MSO – enrollment, termination, service authorization, batch creation, create voucher, create EOB, claims process	25,000	5,250	1	\$25,000	5,250
Data Warehouse Middleware – Point in time data extracts / increments of the Avatar data model to a customer-supplied data warehouse	35,000	7,350	1	35,000	7,350
HL7 Interface from County to Avatar of Admissions and Discharges	15,000	3,150	1	15,000	3,150
HL7 (two-way) Lab Orders and Results	15,000	3,150	2	30,000	6,300
Electronic Signature software	10,000	2,100	1	10,000	2,100
Total				\$643,454	\$139,435

**EXHIBIT K
InfoScriber**

Infoscriber Product Description	Quantity	Unit Cost	Monthly Cost	First Year Annual Cost	Recurring Annual Cost
Prescriber Monthly Subscription	40	\$60.00	\$2400.00	\$28800.00	\$28800.00
Prescriber Agent Monthly Subscription	40 (includes 40 free prescriber agents for a total of 40)	\$15.00	\$N/C	\$N/C	\$N/C
System Administrator Monthly Subscription	2	\$15	\$30.00	\$360.00	\$360.00
Non-Prescribing User Monthly Subscription	10 (includes 10 free nonprescribing users for a total of 10)	\$5	\$NC	\$NC	\$NC
System Implementation and Training*	60 hours (web-based)	\$10000.00		\$10000.00	\$0
Integration (data transfer mechanism from host system to InfoScriber and a data file from InfoScriber) Annual Fee	1	\$1500.00		\$1500.00	\$1500.00
Integration Setup Fee (one time fee)	1	\$1500.00		\$1500.00	\$0
<i>C. TOTAL</i>				\$42,160.00	\$ 30,660.00

Seven-year cost for the InfoScriber service (exclusive of implementation charges) is as follows:

FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	Totals
	\$ 30,660	\$ 32,193	\$ 33,803	\$ 35,493	\$ 37,267	\$ 39,131	\$208,547

- Additional training hours available at \$187.50 per hour.

Notes:

- 1) All Avatar and RADplus Licenses will be maintained on a single application server, and in a single database environment unless otherwise stated above. "Test", "Training" and related partitions may be set up within the single database environment in accordance with County standards.

- 2) Requires the acquisition of commercial report-writer software. Recommended product is Business Objects Crystal Reports.
- 3) County shall have the right at any time during the Term of this Agreement to increase or decrease the number of named users specified herein. On each anniversary of the Effective Date, Contractor shall determine the maximum number of named users during the prior twelve (12) month period and, if increased, invoice County for the additional named users at the rates specified herein. If named users have decreased, support service Charges shall be adjusted accordingly.

**EXHIBIT L
THIRD-PARTY PROGRAMS**

Product	License Cost per Unit	Annual Cost per Unit	Quantity	Price	Annual Cost
InterSystems Single Server Caché (Elite Level) – Concurrent Users on a Single Server, Single Licensee Database: Database and program compiler	\$579	\$127.38	128	\$74,112	\$16,305
InterSystems Caché Multi-Server Server required for Avatar ECP platform.	\$145	31.90	128	\$18,560	\$4,083
			Total	\$92,672	\$20,388

Notes:

1. Costs for third party programs are subject to a per unit increase of 5% per year. Total cost of Caché licenses based on three-phased installation per Exhibit A. Payment Schedule is 50% upon order, 50% upon installation.
2. The quantity of Caché licenses is based on 25 percent of total named user Avatar licenses.
3. Additional Cache licenses may be purchased via a purchase order or contract addendum.

EXHIBIT M
ADDITIONAL PURCHASE OPTIONS

The following pricing will hold firm for a period of 36 months from Agreement Execution Date. (Third Party Prices are subject to change). All fees are subject to a Consumer Price Index (CPI) change at the conclusion of the term.

Additional NetSmart programs/products and/or services may be purchased via a purchase order or contract addendum.

NETSMART PROGRAMS

RAD_{plus} Named Users

Additional Named Users – per user	\$ 614
Annual Maintenance: Percentage of License	21%

Avatar Order Entry

License	\$35,000
Annual Maintenance	21%

Electronic Medication Administration Record (EMAR)

License	\$ 75,000
Annual Maintenance	21%

Minimum Dataset (MDS)

License	\$ 7,500
Annual Maintenance	21%

Incident Tracking

License	\$ 2,500
Annual Maintenance	21%

Master Patient Index

License	\$35,000
Annual Maintenance	21%

Addiction Severity Index (ASI) version 5: (Requires Avatar CWS)

License	\$ 7,500
Annual Maintenance	21%

General Ledger Interface

License	\$10,000
Annual Maintenance	21%

Client Funds Management System

License	\$ 7,500
Annual Maintenance	21%

Executive Reporting System

License	\$50,000
Annual Maintenance	21%

ANNUAL SUBSCRIPTIONS

John Wiley Treatment Planners (Requires Avatar CWS)

Two libraries, 291 Named Users – annual fee	\$23,000
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PROFESSIONAL SERVICES

The following rates apply to additional services requested that are outside of the fixed-fee services described in the Work Plan.

Labor Classification	Standard Rate	County Rate
Project Executive	\$250.00	\$200.00
Project Manager	225.00	160.00
Trainer	187.50	160.00
Interface Developer	210.00	187.50
Software Developer	210.00	187.50
RAD Implementer	200.00	175.00
SQL / Crystal Report Writer	200.00	175.00
Documenter	187.50	160.00
Software Engineer	187.50	160.00
InfoScriber Implementer	200.00	187.50

EXHIBIT N
InfoScriber End-User License

1. Definitions

For purposes of this Exhibit the following terms shall have the indicated meanings:

- (a) “Agreement” shall mean “This System Agreement (the “Agreement”) by and between San Mateo County, California (“County”), and Netsmart New York, Inc., a New York corporation (“Contractor”).
- (b) “Anniversary Date” shall mean each anniversary of the Effective Date as defined in the Agreement.
- (c) “Business Associate Agreement” shall mean Exhibit G to the Agreement containing provisions required by HIPAA to protect the confidentiality of Patient Data.
- (d) “Contractor” shall mean Netsmart New York, Inc., a Delaware corporation.
- (e) “Netsmart Agent” means independent contractors hired by Netsmart for the purpose of maintaining, modifying, installing or uninstalling software necessary to the functioning of MMPS.
- (f) “Data” means drug information licensed from Multum Information Services, Inc. (“Multum”) that performs drug interactions for the MMPS.
- (g) “Infoscriber” shall mean Infoscriber Corporation, the owner of the software used by Netsmart to provide the MMPS.
- (h) “MMPS” means the Netsmart/Infoscriber medication management and products and services to be provided by Contractor to County hereunder.
- (i) “County Contacts” means the County person to be contacted by Contractor for technical, administrative and clinical matters, as set forth in Exhibit K.
- (j) “Patient Data” means names, addresses, social security numbers, medical records and any other information concerning or relating to patients of County which is deemed to be protected health information under the rules and regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Deidentified Data (as such term is defined by HIPAA) shall not be considered to be Patient Data.

2. License Grants

(a) Contractor grants County a non-exclusive, non-transferable license to use the MMPS by installing, and registering to use the MMPS from Contractor's Web sites, to access and to use Contractor's online storage facility for electronic medical records and associated healthcare information (the "Online Data Storage") and for any related content (the "Content"), and to use any other services made available by Contractor in MMPS (collectively, the "Netsmart Services"). The license Contractor grants to County is conditioned on County agreeing to, and abiding by, all the terms and conditions in the Agreement.

(b) In exchange for this license, County agrees to pay Contractor the applicable service fee, which is set forth in the attached Exhibit K. The service fee may vary according to the number of healthcare professionals using the Netsmart Services. Contractor reserves the right to change the fee amount or fee structure, provided that the new fee shall not become effective until the Anniversary Date following the date County receives written notice of a change in fees, unless otherwise agreed in writing by County.

(c) County grants to Contractor, its subsidiaries, affiliates, and Contractor's Agents who assist in the operation or maintenance of the MMPS, a non-exclusive, non-transferable license (the "Usage License") to use the Patient Data for the sole purpose of operating the MMPS for the benefit of County and its patients, including providing County and its authorized agents with access to Patient Data upon authorization, making some portions of the Patient Data available to individual patients if both they and County desire to do so, and maintaining the MMPS (for example, creating backups of the Patient Data or moving it between servers). The Usage License does not confer on Contractor any right to share Patient Data with third parties other than Contractor's Agents who are bound by agreements that contain confidentiality provisions equivalent to those contained in the Agreement. The grant of the Usage License is conditioned upon Contractor agreeing to and abiding by all the terms and conditions in the Agreement. The forgoing restriction on Contractor's use of Patient Data does not prohibit Contractor from making use of Deidentified Data.

3. High Risk Activities

The MMPS are not intended for use in the following applications: operation of nuclear facilities, surgical operations, and direct life support machines. Netsmart expressly disclaims any responsibility or liability should County, its licensees, affiliates, or others choose to use the MMPS in any such application.

4. Confidentiality of Patient Data

County shall release Patient Data to Netsmart to the extent necessary to enable it to utilize the Netsmart Services. County shall release Patient Data to Netsmart only in accordance with applicable laws and regulations. Netsmart shall not release Patient Data to any person or entities except in accordance with HIPAA rules and regulations and the terms of the Business Associate Agreement. Netsmart may release the data to the Netsmart Agents, subject to all the restrictions set forth in this Agreement and the Business Associate Agreement, and only to the extent necessary for the Netsmart Agents to perform their function as described in paragraph 2(c), and to pharmacies that provide prescription drugs to a patient, but only to the extent necessary for the dispensing of such prescription. Netsmart acknowledges its fiduciary responsibility to maintain the confidentiality of Patient Data. Netsmart indemnifies County for any claims, damages and fines

County incurs as a result of any such improper disclosure, and County hereby indemnifies Netsmart for any claims, damages, and fines Netsmart incurs as a result of any improper disclosure of Patient Data by County.

5. Representations and Warranties

Contractor represents and warrants to County that:

(a) The MMPS and related technologies will be free of viruses and when properly downloaded, installed or used, will perform in all material respects in accordance with the applicable documentation attached as Exhibit P.

(b) Contractor will use appropriate technological and operational safeguards to protect the confidentiality of the Patient Data and to reduce the risk of loss of Patient Data. These safeguards include encryption of electronically transmitted healthcare information, message and entity authentication, audit trails, emergency back up systems containing secure data, firewalls, anti-virus implementation and checks, and administrative security training and access limiting protocols. Contractor will routinely review and update its technological and operational safeguards for compliance with applicable laws and regulations including but not limited to those required by HIPAA.

(c) Contractor will obtain consent from the appropriate parties for the release and disclosure of confidential information and will adhere to authentication procedures to ensure an entity is genuine in its representations to Contractor.

6. County Representations and Warranties

County represents and warrants to Contractor that:

(a) It has the right to grant to Contractor the rights and licenses granted in the Agreement on behalf of itself and any healthcare professional who treated the patient and created or submitted the Patient Data or other similar healthcare information,

(b) It will use appropriate measures to protect the security and confidentiality of the Patient Data (for example, by protecting passwords used to access Patient Data and by employing physical security measures for any computers that contain Patient Data),

(c) It has obtained any required authorization from patients for the release and disclosure of the Patient Data and any related information that it discloses to Contractor pursuant to the terms of the Agreement,

(d) Only authorized personnel and representatives required to have access and who agree to be bound by the confidentiality terms of the Agreement will have access to the Patient Data and related healthcare information.

7. Disclaimer of Warranty

EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL CREATE ANY WARRANTIES. CONTRACTOR PROVIDES THE MMPS AND ANY RELATED TECHNOLOGIES ON AN "AS-IS" BASIS.

8. Ownership of Intellectual Property

(a) Contractor represents that it has the right to license the software, tools, and information that make up the MMPS and all related technologies. Contractor's rights in the Contractor Services include any updates or modifications, whether in machine-readable or printed form, and including without limitation derivative works, compilations, or collective works thereof and all related technical know-how, whether made by Contractor or County. Subject only to County's rights, or the rights of County's patients, in the Patient Data, Contractor shall own all derivative works created.

(b) If suggestions made by County are incorporated into subsequent versions of the MMPS, County hereby assigns to Contractor all rights County may have in and to any suggestions, concepts, or improvements concerning products and services that County communicates to Contractor.

(c) County shall not knowingly or wrongfully take any action to jeopardize, limit or interfere in any manner with Contractor's ownership of, or rights with respect to MMPS. County shall not knowingly or wrongfully remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels, and shall use every effort to reproduce such notices on all copies of product and services.

(d) Except for the rights expressly granted to County herein, Contractor reserves for itself all other rights in and to the Netsmart Services.

(e) County may not use, copy, modify, transfer, lend, rent, lease, loan, resell for profit, use in a time sharing or service bureau arrangement, or distribute the MMPS, or use it in a client/server network thereby providing multiple users access to MMPS, the Patient Data and Content in whole or in part except as expressly provided for in the Agreement.

(f) County agrees not to attempt, either on its own behalf or through the services of others, to decipher, reverse engineer, disassemble, de-compile, or translate the MMPS, or otherwise attempt to derive the source code of MMPS, or authorize any third party to do any of the foregoing. County agrees not to modify or create derivative works of MMPS or other Contractor technology associated with the products described herein, without Contractor's prior written authorization.

(g) Netsmart has licensed the InfoScan Formulary Database TM ("IFDB") from Multimedia Information Technologies Division, Medimedia USA, Inc. ("MMIT") to provide various on-line formulary and referral capabilities as part of the MMPS. All drug information provided in or through the MMPS is obtained and licensed from Multum and such drug information service is referred to herein as the "Multum Service". County acknowledges that MMIT reserves

and retains at all times its intellectual property rights in the IFDB, and Multum reserves and retains at all times its intellectual property rights in the Multum Service. County hereby agrees:

- (i) County does not own data or information provided by Multum or other data or information available through the MMPS, except for the Patient Data and other data furnished by County;
- (ii) County will not make the data available to any person, or entity including the government, whether affiliated or not, except as required by subpoena or other legal process. If County is required to disclose any such information, the County will notify Contractor promptly in writing so that Contractor, Multum or MMIT may seek a protective order or other appropriate remedy or, in Contractor's sole discretion, waive compliance with the terms of the Agreement;
- (iii) County will not use the Netsmart Services for any unlawful purpose;
- (iv) County will not use the IFDB data in any mailing or to develop or support analysis.

9. Trademarks

(a) Contractor owns or has the rights to use the names used in MMPS, including but not limited to Contractor, InfoNews, InfoScriber, Multum Information Services, Inc., and Medimedia Information Technologies Division ("Trademarks") and these names are protected by trademark laws in the U.S. and internationally. All trademarks are the property of their respective owners.

(b) County may not use Trademarks in any of the following ways:

- (i) In a non-Netsmart product name or publication title.
- (ii) Within or as part of County's own trademarks.
- (iii) To identify non-Netsmart products or services.
- (iv) In a manner which will likely cause confusion.
- (v) In a manner that implies that Contractor sponsors, endorses or is otherwise connected with County's own activities, products, or services.
- (vi) In a manner that disparages Contractor.

10. U.S. Government End Users

Counties who are affiliated with the U.S. government acknowledge that MMPS is a "commercial item" as that term is defined in 48 C.F.R. 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 27.7202-1 through 27.7202-4 (June 1995), all U.S. government end users acquire the software and documentation with only those rights set forth in the Agreement.

11. Confidential Information

(a) County acknowledges that information related to the MMPS and related technologies, including the method and manner of providing these products, are confidential information owned or licensed by Contractor from the owner (“Netsmart Confidential Information”). County agrees to use the Contractor Confidential Information only for the duration of which it pays the license fees for the MMPS and solely for the purpose of using the MMPS, and to take all steps reasonably necessary to maintain and protect the Netsmart Confidential Information in the strictest confidence for the benefit of Contractor.

(b) County agrees that it will not, at any time, without prior written permission of Contractor, disclose any Netsmart Confidential Information directly or indirectly to any third person, except employees, consultants, agents and others having a need to know and associated with County, provided they have expressly agreed to be bound by the terms of the Master Agreement.

(c) The confidentiality obligations imposed by this paragraph shall not apply or shall cease to apply to any information that:

(i) is lawfully known by the receiving party at the time of the disclosure;

(ii) is or becomes available to the general public through no fault of the receiving party;

(iii) is independently developed by the receiving party without use of the disclosed information;

(iv) is lawfully received by the receiving party from a third party not having an obligation of confidentiality to the disclosing party;

(v) is disclosed to a third party free of restrictions by the party who owns or has the right to keep such information confidential or by its subsidiaries, affiliates or agents or their directors, officers or employees; or

(vi) is required to be disclosed by compulsory or judicial or administrative process or by law or regulation, provided that if either party is required to disclose confidential information under this clause, that party shall first give the other party notice and shall provide such information as reasonably may be necessary to enable the other party to take such actions as it deems necessary to protect its interests.

(vii) The County acknowledges that disclosure of Netsmart Confidential Information would cause substantial harm to Netsmart that could not be remedied by the payment of damages alone. Accordingly, Netsmart will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this paragraph 11. This paragraph 11 shall survive termination of this Agreement.

12. Export

County may not download, use or otherwise export or re-export the MMPS or any underlying information or technology of the MMPS except in full compliance with all United States and other applicable laws and regulations. By downloading or installing MMPS Software or using the MMPS, County is agreeing to the foregoing and is representing and warranting that County is not located in, under the control of, or a national resident of any country to which the U.S. has embargoed goods or on any U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. The MMPS Software must always bear the following Export Warning (as updated from time to time based on the U.S. government's administration of the export restrictions):

“This software is subject to the U. S. Export Administration Regulations and other U. S. law, and may not be exported or re-exported to certain countries (Cuba, Iran, Libya, North Korea, Sudan and Syria) or to persons or entities prohibited from receiving U. S. exports (including Denied Parties, Specially Designated Nationals, and entities on the Bureau of Export Administration Entity List).”

13. Limitation of Liability

Notwithstanding anything to the contrary contained herein, in no event, shall Netsmart's aggregate liability for any cause, regardless of the form of the action (breach of contract, tort or otherwise) exceed the aggregate of the fees paid or payable to Netsmart hereunder during the twelve-month period prior to the date the claim arose. The fees are described in Exhibit K.

14. County Contact Personnel

(a) Administrative Contact

Name: Lorrie Sheets, BHRS Project Manager
Address: 225 37th Ave, San Mateo, CA 94403
Email Address: lsheets@co.sanmateo.ca.us
Phone Number: 650-573-2213
Fax Number: 650-573-2110

(b) Technical Contact

Name: Rand Miyashiro, ISD Project Manager
Address: 222 West 39th Ave, San Mateo, CA 94403
Email Address: rmiyashiro@co.sanmateo.ca.us
Phone Number: 650-573-2887
Fax Number: 650-627-9160

(c) Clinical Contact

Name: Celia Moreno, MD, BHRS Medical Director
Address: 225 37th Ave, San Mateo, CA 94403
Email Address: cmoreno@co.sanmateo.ca.us
Phone Number: 650-573-2043
Fax Number: 650-573-2841

EXHIBIT O
ASP MIGRATION SERVICES AND FEES

The County may, at any time during the Agreement, choose to have the Contractor host the application software through its Data Center in an ASP deployment option.

Outlined below are the services associated with the ASP migration and are exclusive of software licensing and annual support fees. County shall pay for services related to the ASP migration at the then prevailing professional rates.

- Technology Assessment and Planning
- Hardware acquisition and configuration fees
- License Program Transfer Fees (services associated with preparing, extracting and validating files from County hardware to Contractor hardware)
- ASP Set-up Fees (services associated with setting up hosted environment)
- Monthly Hosting Fees – per named user / per month

EXHIBIT P
LICENSED PROGRAM SPECIFICATIONS

As set forth in the following documentation:

- ❑ Avatar CAL/PM User Guide
- ❑ Avatar CAL/PM Welcome Guide
- ❑ Avatar CAL/PM Kickoff Manual
- ❑ Avatar CWS User Guide
- ❑ Avatar CWS Welcome Guide
- ❑ Avatar CWS Kickoff Manual
- ❑ Avatar MSO User Guide
- ❑ Avatar MSO Welcome Guide
- ❑ Avatar MSO Kickoff Manual
- ❑ Avatar GLI User Guide
- ❑ RADplus User Guide
- ❑ Setup and Utilization of Third Party Reporting Software version 6.0
- ❑ System Administration Procedures for Netsmart Systems Utilizing Cache'

Note:

1 hard copy and 1 electronic copy of all documentation will be delivered with the system.

Note: Current versions of Avatar modules are as follows: Cal-PM 2005, CWS 2004, MSO 3.1