SYSTEM AGREEMENT
BETWEEN

SANTA BARBARA COUNTY
AND

CONTRACTOR

BC 06-129

DATED JUNE 10, 2006

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SYSTEM AGREEMENT

This System Agreement (the "Agreement") is entered into as of the Tenth day of June, 2006 (the "Effective Date"), by and between the County of Santa Barbara, California ("County"), and, The Echo Group, a New Hampshire corporation ("Contractor", as described further below).

RECITALS

The Santa Barbara County Alcohol, Drug and Mental Health Services department ("ADMHS") issued a Request for Proposal (the "RFP"), dated July 14, 2003, to acquire a new System (as defined below) to replace the current system used by the County.

WHEREAS, Contractor submitted a proposal in Response to the RFP, dated August 25, 2003.

WHEREAS, Contractor submitted an InSyst Upgrade Study, dated January 9-12, 2006, identifying the areas needing to be upgraded to meet County's needs.

WHEREAS, County evaluated the Response to the RFP and the InSyst Upgrade Study and County identified Contractor as a successful contractor for its InSyst Replacement project;

WHEREAS, Contractor desires to enter into an agreement with County to meet the needs of County for such a new System and associated services; and

WHEREAS, County and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing to County the upgrade to the InSyst product and associated services.

NOW 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 Notice from County to Contractor that a Deliverable or Service has conformed to its applicable Acceptance Criteria in accordance with the process described in <u>Section 7.3.</u>

1.2 **"Acceptance Criteria"**: The Specifications against which each Deliverable shall be evaluated in accordance with <u>Section 7.3, Section 7.4</u> and <u>Section 7.5</u> and County's satisfaction for Services that are not subsumed in a Deliverable.

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1.3   **"Acceptance Tests":** The tests or reviews that are performed by County to determine there are no Deficiencies in the Deliverables and that must be satisfied before Acceptance can occur as set forth in Section 7.3, Section 7.4 and Section 7.5, including without limitation Preliminary Acceptance Tests on Functions and System Acceptance Tests on the System.

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

1.5   **"Certification":** County's receipt of notice and full supporting and written documentation (including without limitation test results) from Contractor that Contractor has, as applicable: completed a Deliverable in accordance with its Acceptance Criteria or pre-tested the System for compliance with the Specifications; and confirmed the Deliverable, including but not limited to the System, 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 amount(s) to be paid for Services authorized under this Agreement, in whole or in part, as described in Exhibit B

1.9   **"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 and, subject to Section 17.1.2, that may be exempt from disclosure to the public or other unauthorized persons under either State or federal statutes. 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 law enforcement records, and such other Confidential Information as is described in this definition.

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1.10   "Configuration(s)": Set up and customization of the following components to be delivered by the Application Software: tables, schema (i.e., the program language with processes and business logic), personal calculation rules, functions, features, operations, infotypes (i.e., screens) and reports for the Application Software produced by Contractor.

1.11   "Contractor": The Echo Group, a New Hampshire corporation located at: 15 Washington St., Conway, NH 03818-6044, its employees and agents.

1.12   "Contractor Project Manager": The individual chosen by Contractor and approved by County with management responsibilities for Contractor, as described in Section 4.2.

1.13   "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, documentation, general purpose consulting and software tools, utilities, and routines; the Proprietary Software; and Contractor's Confidential Information.

1.14   "Conversion": The Services performed by, Contractor for converting historical and other Data for Processing by the Software and System as described in Exhibit B of this Agreement.

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

1.16   "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 terms include, except as otherwise provided herein, an authorized representative of the Project Director acting within the limits of his/her authority.

1.17   "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.

1.18   "Critical Event(s)"; The events and Deliverables listed as such in Exhibit B.

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

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

1.21 **"Date Warranty"**: The warranty provided in <u>Section 11.4.</u>

1.22 **"Days"**: Calendar days, unless otherwise indicated.

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

1.24 **"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 <u>Exhibits B, C and D</u>, in Change Orders, and Reports.

1.25 **"Delivery Date(s)"**: The dates described in the Work Plan for the delivery of the Deliverables and Services to County.

1.26 **"Detailed System Design Deliverable"**: The Deliverable containing the detailed database design for the System. The Deliverable will include all other such design materials readily available from Contractor that will support County development of reporting and interface to third-party software.

1.27 **"Dispute Resolution"**: The process for resolving disputes as described in <u>Section 13.</u>

1.28 **"Documentation"**: All operations, technical and User manuals used in conjunction with the System, in whole and in part, including without limitation manuals provided by licensors of the Application Software.

1.30 **"Effective Date"**: The date of execution of the Agreement by County following the Board of Supervisor's approval of the Agreement.

1.31 **"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 <u>Section 12.2.</u>

1.32 **"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 owned by County as set forth in <u>Exhibit G</u> of this Agreement.

1.33 **"Final Acceptance":** Acceptance of the System following successful completion of the System Acceptance Tests.

1.34 **"Function(s)":** A discrete capability or function of the Software as described in Section 2.0 of Exhibit D.

1.35 **"Phase 1 Acceptance Tests":** The Acceptance Tests to be performed on Phase 1, as described in Section 7.4.

1.36 **"Go-Live":** The event that occurs after County provides Preliminary Acceptance.

1.37 **"Holdback":** The payment amounts held back by County from each Deliverable Purchase Price, as described in Exhibit B.

1.38 **"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 Implementation Plan.

1.39 **"Implementation Plan":** A plan prepared by Contractor as a Deliverable that details the transition from design and development of the System to full operation of the System by County in accordance with Specifications.

1.40 **"InSyst Upgrade Study":** The report that was produced by Contractor for County under a separate agreement, that describes the Custom Software and Configuration that will be produced by Contractor for County and that is incorporated in relevant part in Exhibit C.

1.41 **"Interfaces":** Custom Software that is developed by Contractor for transmitting Data between the System and other systems.

1.42 **"Key Staff":** Contractor's key personnel listed in Exhibit A.

1.43 **"Maintenance":** Services that will be performed by Contractor throughout the term of this Agreement and described in the separate Support and Maintenance Agreement to be entered into by County and Contractor.

1.44 **"Maximum Amount":** The maximum amount payable by County to Contractor under this Agreement ($491,263) as described in Exhibit B.

1.45 **"Notice":** A written document given by a party to the other in accordance with Section 21.23.

1.46 **"Object Code":** The binary code version of a Software program loaded into a computer's memory to enable it to perform a program function.

1.47 "Operational": The condition when the System is totally functional in accordance with its Specifications and usable for its purposes in the daily operations of County, and all of the Data has been loaded into the System and is available for use by County.

1.48 "Operations": Services that will be performed by Contractor following Preliminary Acceptance.

1.49 "Performance Standards": The standards to which the System shall perform during Acceptance Tests and thereafter, as described in Exhibits A and D.

1.50 "Phase 1": The core or most important Functions that County has required before Go-Live can occur.

1.51 "Phase 2:" The Functions that County will implement after Go-Live.

1.52 "Preliminary Acceptance": Acceptance of Phase 1 following successful completion of the Phase 1 Acceptance Tests, including without limitation integration testing of all Phase 1 Functions.

1.53 "Processing": The performance by the Software residing on the Equipment of logical operations and calculations on the Data.

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 or which are developed during the term by Contractor Staff in performing work that is for 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 price(s) for the purchase of each Deliverable, in whole or in part, as described in Exhibit B.

1.58 "Report(s)": Documents provided by Contractor to County regarding Project activities, events and Services provided.

1.59 "Response": Contractor's response to the RFP, dated August 25, 2003, as amended and information provided by Contractor at demonstrations and oral presentations and in its final pricing proposal which is included as part of Exhibits A and D.

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

1.61 **"Self-Help Code":** Any 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. Self-Help 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 technical support.

1.62 **"Services":** The tasks and services to be performed by Contractor on the Project, as described in the Agreement, including without limitation Project management, testing, production and delivery of the Deliverables, Conversion, Implementation, Training, Warranty Services, Operations, Support, and Maintenance.

1.63 **"Site(s)":** The location(s) for the County or Contractor Equipment and Software, as agreed to by County.

1.64 **"Software":** The Application Software, the Configuration, and all Enhancements thereto all in Source Code and Object Code formats. Enhancements provided by Contractor prior to completion of the Project and during Operations, Support, and Maintenance shall be included as part of the Software and as provided for in the separate Support and Maintenance Agreement to be entered into by County and Contractor.

1.65 **"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 who translate such instructions into Object Code which then directs the computer to perform its functions.

1.66 **"Specifications":** The technical and other written specifications that define the requirements: as described in subsequent Deliverables which have received Acceptance, the Performance Standards, and the Documentation; and as listed in Exhibits A and Section 3.0. of Exhibit D. Such Specifications shall include and be in compliance with all applicable County, State and federal policies, laws, regulations, and codes. The Specifications are, by this reference, made a part of this Agreement, as though completely set forth herein.

1.67 **"Staff":** Contractor's employees, Subcontractors and agents who shall provide the Services on behalf of Contractor.

1.68 **"State":** The State of California.

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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 performed following Preliminary Acceptance as set forth in Section 12 of the Agreement and in the separate Support and Maintenance Agreement to be entered into by County and Contractor.

1.71 "System": The complete collection of all Software integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment. The System, in whole and in part, is considered a good under applicable provisions of the Uniform Commercial Code as promulgated in the State of California, for purposes of this Agreement.

1.72 "System Acceptance Tests": Integration Acceptance Tests of the entire System.

1.73 "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 Contractor has: completed design and development of the Configuration and Custom Software; and integrated the Application Software, Configuration, Data and Equipment as the System.

1.74 "Third-Party Software": Software that 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.

1.75 "Training": The training Services to be provided by Contractor to County, as described in Exhibit A, Section VI.A.4, if this Agreement and any Training Deliverable.

1.76 "Unauthorized Code": Any 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. The term Unauthorized Code does not include Self-Help Code.

1.77 "User(s)": Parties who will have use of and access to the System.

1.78 "Warranty Period": The 12-month period following Acceptance of all Deliverables, during which Contractor shall provide Warranty Services, subject to extensions for Deficiency correction periods.

1.79 "Warranty Services": The Services to be provided to County by Contractor during the Warranty Period as described in Section 11.

1.80 "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 submitted with the Response and as updated in accordance with Section 7.2 of this Agreement. The initial Work Plan shall be incorporated herein as Exhibit A and each revised Work Plan shall be incorporated herein upon its Acceptance by County.

2. Term.

2.1 Contract Term

The term shall begin on the Effective Date, June 10, 2006, and shall continue until June 30, 2008, subject to extensions for Change Orders and earlier termination as provided herein.

2.2 Support and Maintenance Terms

Contractor shall provide Support and Maintenance Services as provided for in Section 12 and in the separate Support and Maintenance Agreement to be entered into by County and Contractor.

3. Financial Matters.

3.1 Purchase Prices

Except as otherwise provided herein and subject to County's receipt of a correct invoice, County shall pay Contractor the fixed Purchase Price for each Deliverable as described in Exhibit B.

3.2 Charges

Except as otherwise provided herein and upon County's receipt of a correct invoice, County shall pay the undisputed Charges for the Services incurred as a result of Change Orders as provided in Section 14 within 60 days of receipt of such an invoice for Services provided in the previous month.

3.3 Maximum Amount

The Maximum Amount payable under the terms of this Agreement shall be as set forth in Exhibit B.

3.4 Transportation and Insurance Charges

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

3.5 Taxes

County shall pay Contractor for any sales or use taxes imposed on the Services and/or 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.

3.6 Contractor Expenses

County shall pay Contractor's reasonable out-of-pocket expenses, in accordance with travel reimbursement policy in Exhibit E. Such expenses shall be subject to the Maximum Amount. However, Contractor shall be responsible for payment of all expenses related to salaries, benefits, employment taxes, insurance and per diem for its Staff.

3.7 Invoices.

Contractor shall submit correct invoices to the County Project Manager during the Project and the County Project Director during Maintenance 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 and County Project Director during the Project, and County Project Director during Operations, Support and Maintenance or their designees prior to payment. Contractor shall only submit invoices for Services or Deliverables as permitted by this Section 3.7 of the Agreement. Incorrect or incomplete invoices will be returned by County to Contractor for correction and reissue. The Agreement and purchase order 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:

3.7.1 Contractor name, address, telephone number and federal tax identification number;

3.7.2 An itemization of each Deliverable;

3.7.3. The Deliverable for which payment is sought and the Acceptance date triggering payment;

3.7.4. Applicable Purchase prices and Charges;

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

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

3.7.7 Total amount due.

3.8 Funding.

3.8.1 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 non-allocation or non-funding, as provided in the notice, will cease and terminate.

3.8.2. 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 20.4. If such funding is reduced, County in its sole discretion shall 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 determined in accordance with those in the Response. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Section 20.4. Any obligation to pay on a terminated contract by County will not extend beyond the end of County's next funding period, except as otherwise provided in Section 20.4.

3.8.3 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.

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 and County mutually agree Contractor is not entitled.

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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 as described in Exhibit B.

4.   Project Management.

4.1   Reports and Meetings.

4.1.1 Contractor shall produce the Reports and the parties shall participate in the meetings described below in person, except that such meetings may be conducted by telephone conference call, videoconference, and/or web conference with mutual assent by County and Contractor. All Reports shall be produced in formats approved by County and delivered in accordance with the Schedule and the terms of this Agreement.

4.1.2 The Contractor Project Manager and other Key Staff shall attend weekly status meetings with the County Project Manager and other members of County's Project team during the Project. These weekly 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 including change control and work plan review discussion. Every other week, written status reports shall be provided. Contractor's proposed format and level of detail for the status Reports shall be subject to County's approval.

4.1.3 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. The Contractor Project Manager shall also provide or produce such Reports or information as are reasonably requested by the County Project Manager regarding the Project.

4.2   Contractor Project Manager.

4.2.1 Contractor shall assign to the Project a Contractor Project Manager of a management level sufficient to assure timely responses from all Contractor personnel. County reserves the right to remove any Contractor Project Staff from the project after written request, with or without cause. The Contractor Project Manager shall be responsible for acting as a liaison with the County Project Manager.

4.2.2 Contractor agrees and represents 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 management and administrative matters not inconsistent with the provisions contained herein. The Contractor Project Manager shall be able to make binding decisions pursuant to this Agreement for Contractor.

4.2.3 Any written commitment by the Contractor Project Manager and persons designated by him or her in writing for this purpose, within the scope of this Agreement, shall be binding upon Contractor.

4.3   Contractor Staff.

4.3.1 Contractor shall provide to County a Key Staff narrative for the Project. The narrative shall include names of the Key Staff assigned to the Project, as well as a description of the function of each staff member and their respective roles in Contractor's organizational structure.

4.3.2 During the term of the Agreement, County reserves the right to disapprove any of Contractor's Key Staff assigned to this Agreement. Contractor shall provide County with a qualified replacement for any Key Staff member whose performance is unacceptable to the County.

4.3.3 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.

4.3.4 Contractor assumes sole and full responsibility for its acts and the acts of its personnel except as provided below.

4.3.5 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 related to action or inaction on the part of Contractor. 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).

4.4   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 and 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.

4.5   Records Retention and Access Requirements.

4.5.1 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.

4.5.2 Contractor shall maintain books, records, documents and other evidence that sufficiently and properly reflect the accuracy of amounts billed to County during the performance of this Agreement and shall retain all such records for four 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.

4.5.3 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 County 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, Contractor will provide copies of all requested documentation to County.

4.5.4 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.

4.5.5 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 or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.

4.5.6 As part of the Services, Contractor shall provide, upon County's request, a copy of those portions of Contractor's internal audit reports relating to the Services provided to County under this Agreement for reasonable copying and shipping charges.

4.6   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.

4.7 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

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 Acceptance of the System, 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 that 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 from County or assistance from County officers or employees.

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 for development, testing and implementation of the System and other Property as described in Exhibit A. Contractor's use of the County Equipment shall be subject to County's security, administrative and other requirements.

6. County Equipment

County shall provide Equipment at County's Sites as described in Exhibit G. If applicable, Contractor shall install Software on County's Equipment as indicated in the Work Plan.

7. Deliverables.

7.1 General.

7.1.1 Contractor shall provide County with the Deliverables according to the Work Plan and as described in Exhibits A and D of this Agreement and other parts of this Agreement. Contractor shall utilize the Specifications and Deliverables described in Exhibits A and D 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 therefor set forth in the Work Plan.

7.2   Work Plan.

7.2.1 The Work Plan shall be developed jointly by the Contractor and County and is listed as a Deliverable in <u>Exhibit A</u>.

7.2.2 Contractor shall provide updates to the Work Plan regularly (no less than monthly) and as otherwise 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 provide detailed information, in a Microsoft Project (Version 2000 or later) document, including but not limited to tasks, Deliverables, Schedule, task dependencies, identification of resource requirements, and Payment Schedule. 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. County must agree upon any such update changes prior to their final incorporation into the Work Plan. However, County's agreement on a change to the official Work Plan shall not relieve Contractor of liability for damages arising from such failures to perform its obligations as required herein unless County otherwise specifically agrees in writing to waive such damages. Contractor shall maintain updated copies of its detailed work plans and furnish those updated copies to County upon reasonable request.

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. However, the Schedule may be extended on a day-to-day basis to the extent that County's review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process and Acceptance Test Plan is longer than described in the Schedule.

7.3   General Acceptance Process for Deliverables.

7.3.1 Upon delivery of a Deliverable 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 if it has no Deficiencies. However, if a Deficiency is found, County will notify Contractor in an email or other document of Deficiencies used as the grounds for County's decision not to give Acceptance. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to County, which will review or perform Acceptance Tests on the Deliverable to verify whether the Deliverable lacks Deficiencies and in writing, shall either give its Acceptance or reject it following such review or Acceptance Tests. Contractor's times for correcting Deficiencies and County's review of Deliverables shall be in accordance with the timeframes therefor set in the Work Plan. If time periods for correcting Deficiencies by Contractor 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 within the number of days indicated in the Work Plan following the 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 as described in Section 20.1.

7.4   Phase 1 Acceptance Tests

7.4.1 Performance. Following Certification for Phase 1, County shall perform Phase 1 Acceptance Tests to determine whether Phase 1 performs without Deficiency. Contractor will assist County as requested in performing such Phase 1 Acceptance Tests.

7.4.2 Acceptance. County will provide Acceptance for Phase 1 if it has no Deficiencies during these Phase I Acceptance Tests. However, if a Deficiency occurs during these Phase 1 Acceptance 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.

7.4.3 Retesting and Correction. After Contractor has corrected such Deficiencies, County shall verify whether Phase 1 satisfies the Phase 1 Acceptance Tests and in writing shall either accept or not accept them following such re tests. If Contractor corrects all Deficiencies in Phase 1, which then successfully performs Phase 1 Acceptance Tests without Deficiencies, County shall give Contractor Preliminary Acceptance.

7.4.4 Inability to Correct Deficiencies. If Contractor is unable to correct all Deficiencies in Phase 1 within the number of days required in the Work Plan, or if no such date is in the Work Plan, within 60 days from Phase 1 scheduled Certification, County may, at its option: immediately terminate the Agreement as described in Section 20.1, which termination shall be deemed to be due to Contractor's default, without penalty to County, and require Contractor to remove Phase 1 from the Equipment and, in County's discretion, other Functions; request Contractor to provide replacement Software for further Phase 1 Acceptance Tests; or continue performing Phase 1 Acceptance Tests on Phase 1 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 Software and other Deliverables returned by County. County's option to terminate this Agreement shall remain in effect until a successful completion of the System Acceptance Tests.

7.5 System Acceptance Tests.

7.5.1 Performance. Following receipt of notice from Contractor that Certification has occurred for the System, County shall begin to perform System Acceptance Tests on the System to determine whether the System performs without Deficiency. Contractor will assist County as requested in performing such System Acceptance Tests at no additional cost to County. County will also perform system Acceptance Tests with Contractor's assistance at no additional cost to County, on any replacement or substitute Software component added as the result of a Change Order.

7.5.2 Acceptance. County will provide System Acceptance for the System if it has no Deficiencies during these System Acceptance Tests. However, if a Deficiency occurs during these System Acceptance Tests, County shall give Contractor Notice of its non-acceptance of the System, 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.

7.5.3 Retesting and Correction. After Contractor has corrected such Deficiencies, County shall verify whether the System satisfies the System Acceptance Tests and in writing shall either accept or not accept the System following such re tests. If Contractor corrects all Deficiencies in the System, which then successfully perform the System Acceptance Tests without Deficiencies, County shall give Contractor System Acceptance therefor.

7.5.4 Inability to Correct Deficiencies. If Contractor is unable to correct all Deficiencies in the System within the number of days of the System's 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: immediately terminate the Agreement as described in Section 20.1, which termination shall be deemed to be due to Contractor's default, 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; request Contractor to provide replacement Software for further System Acceptance Tests; or continue performing System 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. County's option to terminate this Agreement shall remain in effect until Final Acceptance.

7.6 Protection

Contractor shall continuously protect all Deliverables and backups for such Deliverables from damage, destruction or loss caused by the acts or omissions of Contractor and its Staff. 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 bear the risk of loss or damage to such Deliverables, unless such loss or damage is caused by the negligence or intentional misconduct of County. Except as otherwise specifically provided herein, after County provides Acceptance for a Deliverable, the risk of loss or damage will be borne by County, except loss or damage attributable to the negligence or willful misconduct of the Contractor.

7.7 Source Code.

7.7.1 Contractor shall, during the term of this Agreement, at County expense, deposit into an agreed upon Escrow account, a copy of the software licensed by Contractor to County in Source Code form: (i) upon Preliminary Acceptance and System Acceptance; (ii) when Contractor delivers an Enhancement to the System during the term of this Agreement; (iii) as described in the Work Plan; and (iv) at other times during the term as requested by County. Contractor shall provide Source Code and Documentation at no additional cost on County specific Enhancements including but not specifically limited to modules such as the Contracts Database referred to in the Work Plan. Contractor shall provide such Source Code in an electronic or other media and format acceptable to County.

7.7.2 Contractor shall also use the terms of <u>Paragraph 7.7.1</u> to allow County to obtain access to other Contractor proprietary source code, which is not available for Implementation, under conditions described in <u>7.7.1.</u> 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   Protection From Damage

Contractor shall continuously protect all Deliverables and backups therefor prior to their Acceptance and while in Contractor's possession or control from damage, destruction or loss resulting from or caused by the acts or omissions of Contractor in connection with the Services. Contractor shall ship all Deliverables purchased pursuant to this Agreement, FOB County's destination. The method of shipment 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.

7.9   Delivery

Contractor shall deliver the Deliverables pursuant to this Agreement on or before the applicable Delivery Dates in the Work Plan. All such deliveries made pursuant to this Agreement must be complete. Contractor shall deliver electronic versions of the Deliverables in formats agreed to by the parties.

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, as described in Exhibit's A, 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 Representation

By submitting a Deliverable, Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that will, in concert with other tasks, meet the Specifications and objectives stated or referred to in this Agreement. By unconditionally giving Acceptance for a Deliverable, County represents only that it has reviewed the Deliverable and detected no Deficiencies of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding of Acceptance for the work completed.

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7.12 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, non-transferable, perpetual, non-terminable, and irrevocable license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Contractor Technology, which Contractor provides to County or makes available to County on Contractor's Equipment in Executable format, and the Specifications for County's internal purposes and for Processing data for other County agencies and other County tax-supported entities. Contractor hereby grants to County a nonexclusive, non-transferable, perpetual, license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Third-Party Software, which Contractor provides to County or makes available to County on Contractor's Equipment in Object Code format, for County's internal purposes, and for Processing data for other County agencies and other County tax-supported entities under the terms of the Third-Party Software agreement.

8.2   Term

The licenses hereunder are granted as of the date of delivery to or availability for County and continue until County returns the Contractor Technology and Third-Party Software and copies thereof to Contractor, erases such Contractor Technology and Third-Party Software from its Equipment's storage media or decides to cease accessing the Software on Contractor's Equipment, as applicable.

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 in electronic PDF format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Contractor is providing Services therefor. 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, non-terminable, irrevocable right to use, make derivative works based upon, modify, and reproduce the Documentation furnished pursuant to this Section at no additional charge.

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 solely for its own use. County will maintain records of all copies it makes of the Proprietary Software.

8.6 Restrictions

Except as otherwise permitted in this Agreement, County agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any third party or lease the Software or Documentation or any copy of it which is provided in Object Code or Source Code format.

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 replacement Third-Party Software chosen by County without payment of additional Charges, Purchase Prices or other amounts.

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, 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.

8.9 Versions

Unless otherwise mutually agreed to in writing, Contractor shall, during the Project, maintain any and all Third-Party Software products at a version that integrates with the most current Product version and which allows the Product to function most effectively during the acceptance process and until final acceptance. 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 Work Plan 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.

9. Ownership

County shall own all right, title and interest in and to its Confidential Information, County's intellectual property, and the County Equipment. Contractor 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 the Work Plan and other parts of this Agreement.

10.2 Conversion

Contractor shall participate in and perform Services for Conversion as described in Exhibit B.

10.3 Training

Contractor shall provide Training Services as described in Exhibit A.

11. Warranties.

11.1 Warranty Services

During the Warranty Period, Contractor shall provide Services as described in this Section 11 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 these Services after the Warranty Period during Support and Maintenance at Charges described in the separate Support and Maintenance Agreement to be entered into by County and Contractor. Contractor's Service responsibilities shall include but not be limited to the following while assisting County in supporting and maintaining the System.

11.2 Deliverables

Contractor represents and warrants that each Deliverable, including without limitation, the System, shall meet its Specifications as provided herein, following its Acceptance and during the term. Contractor shall immediately repair or replace each of the Deliverables that does not meet its Specifications as provided herein or as modified by the terms above.

11.3 Services.

11.3.1 Contractor represents and warrants that:

11.3.1.1 It shall perform all Services required pursuant to this Agreement in a professional manner, with high quality;

11.3.1.2 It shall give high priority to the performance of the Services; and

11.3.1.3 Time shall be of the essence in connection with performance of the Critical Events.

11.3.2 Contractor shall immediately re-perform Services that are not in compliance with such representations and warranties at no cost to County.

11.4 Date/Time Compliance Warranty.

11.4.1 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; and (iii) shall lose no functionality, data integrity, or performance with respect to any date.

11.4.2 In the event of a breach of these warranties, 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 Deficiency, failure, malfunction, defect, or problem.

11.5 No Surreptitious Code.

11.5.1 Contractor warrants to County that the Software and Contractor Technology provided to County under this Agreement shall contain no Self-Help Code or unauthorized Code. 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.

11.5.2 Contractor will defend County against any claim, and indemnify and hold harmless County against any loss, liability, claim, damages or expense arising out of any breach of this warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

11.6 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.

11.7 Safety and Health

Contractor represents and warrants that the Deliverables, when delivered to County, are designed and manufactured to comply with then current federal and State safety and health regulations. Contractor agrees to indemnify, defend, and hold County harmless from all damages assessed against County as a result of the failure of the Deliverables furnished under this Agreement to so comply.

11.8 Authorization

Contractor represents and warrants that:

11.8.1 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;

11.8.2 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;

11.8.3 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;

11.8.4 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;

11.8.5 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;

11.8.6 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

11.8.7 Contractor 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.

11.9 Ability To Perform

Contractor represents and warrants that:

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

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

11.9.3 Contractor's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by Phase, stage, segment, or cost objective in order to support Change Order accounting.

11.10 Disclaimers

WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES, DELIVERABLES AND ANY WORK PRODUCT, 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 and Support and Maintenance Services.

12.1 Support Services

12.1.1 Contractor shall provide telephone support for the Contractor products as listed in this <u>Section 12</u> and in the separate Support and Maintenance Agreement to be entered into by the County and Contractor. Telephone support services will include assistance either via phone or the use of online diagnostic tools related to routine questions regarding use of the products, assistance in identifying and verifying the causes or suspected errors or malfunctions in the products, advice on detours for identified errors or malfunctions, where reasonably available, and advice on the best means for correcting operator error. Telephone support does not include Implementation or Training services or the development of new programs by County. Contractor will make a good faith effort to respond to County requests for telephone support between the hours of 8:00 a.m. to 5:00 p.m. P.S.T, Monday through Friday, except for Contractor holidays.

12.1.2 Support issues are classified into two tiers. The first tier represents a support issue that results in the system being inaccessible to multiple users or an issue that prevents the creation of a bill to one of the County's primary payors. Contractor will make good faith efforts to respond to such calls within 30 minutes of the time the issue was reported. All other support calls fall within the second tier. Contractor will make good faith efforts to respond to the second tier support items within three working hours of the time the issue was reported.

12.1.3 Telephone support specifically excludes any questions arising from:

12.1.3.1 Modifications to software by persons other than Contractor personnel

12.1.3.2 Products not provided by Contractor as listed in <u>Exhibit G</u>

12.1.3.3 Correction of operator error

12.1.3.4 County operating system, telecommunications and/or hardware products

12.1.3.5 Third-party software products including but not limited to Cold Fusion™, any SQL engines, Actuate™ or substitute, and Crystal Reports ™ and Java™;

12.1.4 Outside of the standard telephone support hours, the County may leave a voice message at the Contractor support line, and will receive a response during the next business day.

12.1.5 The County may also log requests for assistance or telephone support on a twenty-four (24) hour basis, via electronic mail.

12.1.6 The County agrees to assume responsibility for installation and maintenance of an Internet connection with a reliable connection speed as identified by Contractor to enable access to County hardware configuration for purposes of remote support. An email address is also required for the purpose of upgrades and updates.

12.1.7 Contractor reserves the right to refuse requests for support made by customers without a current agreement or with a receivable balance due to Contractor in excess of sixty (60) days overdue.

12.1.8 If Contractor determines that the Software Deficiency cannot be resolved through telephone consultation (including online diagnostic tools), and determines that resolution is likely by means of an on-site visit, Echo will dispatch the appropriate technical staff to County site. If it is determined that the issue addressed lies outside the scope of the Maintenance and Support Agreement, the County will be responsible for the travel expenses incurred.

12.1.9 Contractor shall maintain a log of all support requests received from the County and their status and / or resolution. This information is available to the County upon request.

12.2 Software Updates

12.2.1 Contractor will provide the County with updated, enhanced versions of all Contractor products described in Exhibit A. The interval of updates and new features of updates will be at Contractor's sole discretion, but will include consideration of all County requests. Changes required by funding sources such as Federal or State Government or private insurance companies, or County specific enhancements will be done only at standard Contractor rates, as will the cost of incorporating enhancements into funding source or County specific software.

12.2.2 Shipment of updates, corrections, or other software by Contractor will be by lowest cost carrier. Request by the County for faster shipment will result in all shipping costs being borne by the County.

12.2.3 Such updates will include a Readme file that lists all bug fixes and enhancements addressed.

12.2.4 Contractor will maintain the Software so that it remains compliant with all Federal mandates including, but not limited to, HIPAA requirements and Medicare requirements. That portion of the federal mandates, which is not modified or interpreted by state or third party, is Contractor's responsibility; the cost of the portion caused by State modifications or interpretation is the County's responsibility.

12.2.5 Contractor will maintain the Software so that it remains compliant with State mandates including rules, regulations and statutes. Costs for software engineering necessitated by State mandates shall be performed at the Contractor's hourly rate.

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 under this Agreement,

14. Changes.

14.1 Changing Government Programs.

14.1.1 The parties acknowledge that 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, to reasonably research, discover, implement, and 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, State and/or County laws, regulations, codes, policies, or guidelines that affect the performance of the Services and System.

14.2 Identifying Changes

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.

14.3 Noncompliance

Contractor will be responsible for any fines, penalties, or disallowances which are imposed on the County or Contractor and which arise from any noncompliance with the laws, regulations, codes, policies and guidelines arising out of the Performance of the Software where Software fails to perform to the agreed upon standard.

14.4 Notice from County

In the ordinary course of business, if County becomes aware of any material changes in applicable law, regulation, codes, policy, or guidelines affecting the Agreement, County will promptly notify Contractor of the changes.

14.5 Issuance of Change Requests

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.

14.6 Contractor Response to Change Request

Contractor shall respond in writing to a Change Request within 15 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.

14.7 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 B 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 when the Maximum Amount reaches an amount that is ten percent (10%) greater or lesser than the amount of the Maximum Amount on the Effective Date. Non-financial Change Orders may be approved in writing by the County Project Manager. However, all other Change Orders must be

executed by the County Project Director. Contractor will incorporate all Change Orders affecting the Services and Deliverables into applicable System Documentation. In no event shall the Charges or Purchase Prices be increased nor shall the Schedule be extended in a Change Order to correct errors or omissions in the System.

14.8 Disagreement

If federal, State or 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 B. Contractor shall provide necessary functionality as required by County's funding sources.

14.9 Termination

If Contractor fails or refuses to perform its Services pursuant to a 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.

14.10 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 attempt to 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, but only to the extent of the amount in dispute. 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, by mutual agreement may be deducted or set-off by County from any money payable to Contractor pursuant to this Agreement.

15.3 Performance Standards

If the System fails to meet Performance Standards during the Warranty Period and while Contractor is providing Support and/or Maintenance Services, Contractor shall modify, reconfigure, upgrade or replace Software and Equipment at no additional cost to County in order to provide a System solution that complies with such Performance Standards.

15.4 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 22.5 as a result of stop work orders issued under this Section.

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 that have a Best's rating of no less than A: VII, or that are approved by the County. Contractor shall include County, its boards, agencies, contractors, offices, employees, agents and volunteers as an additional insured party in Contractor's general liability 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 Contractor's Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below. In the event the Contractor is unable to comply with the County's insurance requirements, County may, at its sole discretion and at the Contractor's expense, provide compliant coverage.

The insurance requirements set forth below are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance

requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against County or inflation. This option may be exercised during any amendment to this Agreement that results in an increase in the nature of County's risk and such changes of provision will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

16.1.1 Commercial General Liability Insurance: shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contract in Section 17 (Confidential Information) and Section 18 (Additional Indemnifications) of this Agreement with a limit of not less than $1 million per occurrence/$2 million general aggregate;

16.1.2 Automobile Liability Insurance: The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. The limit of liability of said policy or policies shall not be less than $1 million per occurrence/$2 million general aggregate. Any deductible or Self-Insured Retention (SIR) over $10,000 requires approval by the County;

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 Professional Liability Insurance: shall include coverage for the activities of Contractor's professional staff with a combined single limit of not less than $1million per occurrence or claim /$2 million general aggregate and a deductible of $25,000.

16.1.5 Crime Coverage: with a deductible not to exceed $1 million, subject to Section 16.2, and coverage as follows: Forgery-$100,000.00; Money and Securities-$5,000.00; and Employee Dishonesty-$100,000.00.

16.2 Extended Coverage

If the policy providing liability coverage is on a "claims made" form, the Contractor is required to maintain such coverage for a minimum of three years following expiration or termination of this Agreement, naming County as an additional insured and providing County with certificates of insurance on an annual

basis. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

16.3 Worker's Compensation Coverage

Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement. In the event Contractor is self-insured, it shall furnish a copy of a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 *et. seq.* during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

16.4 Premiums and Notice to County

Contractor or its Subcontractors shall pay premiums on all insurance policies. Such insurance policies provided for County pursuant to this Section 16 shall expressly provide therein that County be named as additional insured, and that it shall not be revoked by the insurer until thirty (30) days Notice of intended revocation thereof shall have first been given to County by such insurer. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance provided to County.

16.5 Cancellation

Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or non-renewal 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 policy(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 submit to the office of the County Project Manager certificate(s) of insurance documenting the required insurance as specified in this Section 16 prior to this Agreement becoming effective, 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 16. County shall maintain current certificate(s) of insurance at all times in the office of the County Project Manager as a condition precedent to any payment under this Agreement. Approval of insurance by

County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's Services pursuant to the Agreement, nor shall it be deemed a waiver of County's right to insurance coverage hereunder. 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 immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.

16.8 Subrogation

Contractor agrees to waive all rights of subrogation against County, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Agreement.

16.9 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 or cross-liability provision in the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

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. Except for disclosure pursuant to Section 17.1.2, County and Contractor, and each of their officers, employees and agents, shall, subject to State laws and regulations and in accordance with this Section 17.1.1, 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 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, or to perform its obligations as authorized hereunder. 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. Except for disclosures pursuant to Section 17.1.2 below, each party agrees that prior to disclosing any Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 17.1.1 with respect to the Confidential Information. In addition to the requirements expressly stated in this Section 17.1.1, Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of 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 teams of Exhibit F which is incorporated herein by this reference.

17.1.2 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.

17.1.3 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.

17.1.4 Compliance with HIPAA. Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. Contractor is considered a Business Associate per the HIPAA regulations and shall adhere to the County Business Associate Agreement, which is attached and included by reference

and marked as <u>Exhibit F</u>. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

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 and to County's rights under <u>Section 8.1,</u> 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. Contractor shall indemnify, defend, and hold harmless County from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect County's Confidential Information. As a condition to the foregoing indemnity obligations, County will provide Contractor with prompt notice of any claim of which County is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim.

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 authorization, 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. County shall indemnify, defend, and hold harmless Contractor from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from County's failure to protect Contractor's Confidential Information. As a condition to the foregoing indemnity obligations, Contractor will provide County with prompt

notice of any claim of which Contractor is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with County in connection with any such claim.

17.5 Nondisclosure of Other County Information

The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of County.

17.6 Exceptions

The following information small 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 other legal process and which as a result becomes lawfully obtainable by the general public.

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, utility model, industrial design, mask work, 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.

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 However. Contractor shall not be liable to the extent claims of misappropriation of infringement arise from Contractor's compliance with any designs, Specifications or written instructions of County and Contractor could not have avoided such claims through alternative products.

18.2 General.

18.2.1 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, including without limitation for 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. County shall promptly give Contractor notice of such claim.

18.2.2 County shall, at its expense, indemnify, defend, and hold harmless Contractor, 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 County, its officers, employees, or agents. ; and (ii) a breach of its obligations in Section 17. Contractor shall promptly give County notice of such claim and shall cooperate in the defense of such claims at County'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 revenue 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 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 ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT. Contractor will not be liable to County for consequential, incidental, indirect, or special damages, including WITHOUT limitation lost revenue and lost business opportunities:

19.3.1 Caused by the failure of County, another County agency, or a County contractor to perform in connection with this Agreement and such nonperformance prevented Contractor from performing in accordance with this Agreement; or

19.3.2 Resulting from Contractor acting prudently in accordance with instructions given by authorized representatives of County or other authorized County agencies.

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 Failure to Pay Undisputed Invoice. Invoices shall be due within sixty (60)days of receipt. County's failure to pay undisputed invoices within ninety (90) days will result in County's being in breach of the agreement. Contractor may waive breach after Contractor accepts late payments.

20.3 Termination for Rejection of Deliverables. If Contractor is unable to correct Deficiencies in a Deliverable, as described in <u>Section 7.3</u>, <u>Section 7.4</u>, and <u>Section 7.5</u> 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 therefor.

20.4 Termination for Convenience.

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

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20.4.2 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.

20.4.3 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 B, 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.

20.4.4 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 20.4.

20.5 Termination Procedure.

20.5.1 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.

20.5.2 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 required to be furnished to County and which has been accepted or requested by County.

20.5.3 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. 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 needed by County to utilize the Data. 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.

21. General Conditions.

21.1 Anti-Trust Violations

Contractor and County recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by County. Therefore, Contractor hereby assigns to County any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to County resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Purchase Prices and Changes under this Agreement.

21.2 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, not unreasonably withheld, provided that any permitted assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to County that may arise from any breach of the provisions of this Agreement or warranties made herein including but not limited to, rights of setoff. County may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the County 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.

21.3 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.

21.4 Binding Effect

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

21.5 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. Contractor must submit such claims to the County Project Manager or his or her designee 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 Sections 17.4.2 and 20.2. Contractor's sole and exclusive remedy in the event that County breaches this Agreement.

21.6 Compliance With Civil Rights Laws.

21.6.1 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, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief.

21.6.2 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 (ADA); 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.

21.6.3 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, 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. County of Labor.

21.7 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:

21.7.1 Applicable federal and State laws, regulations and policies;

21.7.2 The terms and conditions in the body of this Agreement;

21.7.3 Change Orders;

21.7.4 Exhibit A (Statement of Work and Work Plan);

21.7.5 Exhibit B (Deliverables and Payment Schedule);

21.7.6 Exhibit C (InSyst Upgrade Study);

21.7.7 Exhibit D (CBS RFP and Contractor Response);

21.7.8 Exhibit E (Contractor Expense Reimbursement)

21.7.9 Exhibit F (Business Associate Agreement)

21.7.10 Exhibit G (Hardware and Software Specifications)

21.8 Counterparts

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party for all purposes.

21.9 Covenant Against Contingent Fees.

21.9.1 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 brokerage, established commercial or selling agency of Contractor.

21.9.2 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.

21.10 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.

21.11 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.

21.12 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 and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement.

21.13 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 as otherwise specifically provided herein).

21.14 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. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the State of California, said statute will not govern any aspect of this Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The jurisdiction and venue of any action hereunder shall be in the State courts of Santa Barbara County, California.

21.15 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.

21.16 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 venturers, 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. Contractor shall not make any claim of right, privilege or benefit that would accrue to an employee under applicable California law.

21.17 Legal and Regulatory Compliance.

The Services and System shall comply with all applicable federal, State, and County laws, regulations, codes, standards and ordinances during the term. In the event that any Services performed or the System provided by Contractor are 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.

21.18 Licensing Standards.

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

21.19 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.

21.20 Modifications and Amendments.

21.20.1 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.

21.20.2 Only the purchasing agent(s) authorized by County Project Director or authorized delegate by writing (with the delegation to be made prior to action) 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. 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 purchasing agent(s) authorized by County Project Director or authorized delegate in writing as aforesaid and Contractor, unless otherwise provided herein.

21.20.3 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 Contractor submits its Response and at such other times as required.

21.21 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 County for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. Contractor agrees that County's pursuit nor non-pursuit of a remedy under this Agreement for Contractor's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that County may have at law or equity for any other occurrence of the same or similar breach, nor estop County from pursuing such remedy. Any waivers granted by Contractor for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. County agrees that Contractor's pursuit nor non-pursuit of a remedy under this Agreement for County's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that Contractor may have at law or equity for any other occurrence of the same or similar breach, nor estop Contractor from pursuing such remedy.

21.22 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.

21.23 Notices.

21.23.1 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 Functioned States Postal Service as first-class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and email addresses set forth below:

ADMHS County of Santa Barbara	The Echo Group
Attn: Dana Fahey, MIS/IT Manager	Attn: John Radon
300 N. San Antonio Road, Bldg 3	15 Washington St.,
Santa Barbara, CA 93110	Conway, NH 03818-6044

21.23.2 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.

21.24 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 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.

21.25 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.

21.26 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.

21.27 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.

21.28 Subcontractors.

21.28.1 Contractor agrees that subcontractors will not be used to comply with the performance terms of this contract.

21.28.2 During the term of this Agreement Contractor may find it necessary, with prior written permission from the County Project Manager, which consent shall not be unreasonably withheld, to enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. Any such approval may be rescinded in County's sole discretion.

21.29 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 the other party in any lawful effort by the such 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 Contractor for County.

21.30 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, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. 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 4.5 (Records Retention and Access Requirements), Section 4.6 (Accounting Requirements), Section 8.1 (Grants) Section 8.4 (Documentation), Section 9 (County Ownership), Section 11.4 (Date/Time Compliance Warranty), Section 18 (Confidential Information), and Section 19 (Additional Indemnifications) shall survive the termination of this Agreement.

21.31 UCC Applicability.

Except to the extent the sections of this Agreement are clearly inconsistent, the Uniform Commercial Code shall govern this Agreement. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity. In the event of any clear inconsistency or contradiction between this Agreement and the Uniform Commercial Code, the terms and conditions of this Agreement shall take precedence and shall prevail unless otherwise provided by law.

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.

SIGNATURE PAGE

Contract for Services of Independent Contractor between the **County of Santa Barbara** and **The Echo Group.**

IN WITNESS WHEREOF, the parties have executed this First Amended Contract to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors
Date: 6-6-06

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR:

By: _____
Tax ID No. 02-050-9855

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____
Deputy COUNTY Counsel

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy
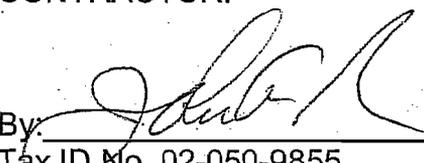
APPROVED AS TO FORM:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

By: _____
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

Contract for Services of Independent Contractor between the **County of Santa Barbara** and **The Echo Group.**

IN WITNESS WHEREOF, the parties have executed this First Amended Contract to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By:
_____
Chair, Board of Supervisors
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR:

By: _____ 24 MAY '06
Tax ID No. 02-050-9855
       JOHN F. RADEN
  ITS   CEO

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By:_____
     Deputy COUNTY Counsel

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By:_____
Deputy

APPROVED AS TO FORM:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By:_____
Director

By: _____
Risk Program Administrator

CONTRACT SUMMARY PAGE 6/6/06 BOOK0-129

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>$25,000) or Purchasing (<$25,000). *See also "Contracts for Services" policy. Form is not applicable to revenue contracts.*

D1. Fiscal Year.. 05-08
D2. Budget Unit Number 043
D3. Requisition Number...
D4. Department Name .... Alcohol, Drug, & Mental Health
D5. Contact Person... Jack Juntunen
D6. Telephone... (805) 681-4090

K1. Contract Type *(check one):*☐ Personal Service ☐ Capital
K2. Brief Summary of Contract Description/Purpose .... Billing System Upgrade
K3. Original Contract Amount $491,263
K4. Contract Begin Date 6/10/2006
K5. Original Contract End Date... 6/30/2008
K6. Amendment   History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose

B1. Is this a Board Contract? *(Yes/No)*............................... Yes
B2. Number of Workers Displaced *(if any)*......................... N/A
B3. Number of Competitive Bids *(if any)*...........................
B4. Lowest Bid Amount *(if bid)*... N/A
B5. If Board waived bids, show Agenda Date.................... Sole Source Approved 2/21/06
     and Agenda Item Number .... Reference No. 06-00178
B6. Boilerplate Contract Text Unaffected? *(Yes / or cite*

F1. Encumbrance Transaction Code 1701
F2. Current Year Encumbrance Amount............................ $491,263 (05-08 total)
F3. Fund Number... 0044
F4. Department Number... 043
F5. Division Number *(if applicable)*.................................
F6. Account Number.. 8300
F7. Cost Center number *(if applicable)*.............................
F8. Payment Terms ....

V1. Vendor Numbers (A=Auditor; P=Purchasing)   A..... 565181
V2. Payee/Contractor Name .... The Echo Group
V3. Mailing Address... P. O. Box 2150
V4. City, State (two-letter) Zip (include +4 if known)......... Conway, NH
V5. Telephone Number... 6034478600
V6. Contractor's Federal Tax ID Number *(EIN or SSN)*...... 02-0509855
V7. Contact Person.. George Epstein
V8. Workers Comp Insurance Expiration Date 8/10/2006
V9. Liability Insurance Expiration Date[s] *(G=Genl;* GL 8/10/2006, PL 8/10/2006
V10. Professional License Number.....................................
V11. Verified by (name of county staff)............................. Jack Juntunen
V12 Company Type *(Check one):*   Sole Proprietorship Partnership ☒ Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____   Authorized Signature: _____

Exhibit A
Statement of Work And Work Plan

I. Introduction

The following outline provides a broad perspective of the steps associated with completing County's upgrade of its current Behavioral Health Information System. From the Engagement/Workflow meetings described below, a detailed work plan will be developed jointly with County staff and documented using Microsoft Project. Correction cycles will be built into the schedule to afford Contractor time to remedy any deficiencies found in the application during the installation period.

II. General Information

County is purchasing Contractors' ShareCare™ product to upgrade the existing InSyst™ billing system currently supplied by Contractor. ShareCare™ will improve upon the functionality of the InSyst™ product and provide additional data capture and reporting capability. Clinical services will be entered through County's existing clinical management application, Clinician's Gateway, and an interface will be constructed between ShareCare™ and Clinician's Gateway to facilitate the regular exchange of data between the applications.

Included in the upgrade will be the Managed Care (MCO) component with Contracts Management module, access to 80 concurrent Administrative/Fiscal user licenses, access to 200 concurrent Clinical licenses, and an electronic data mining tool which is currently known to be Actuate, or a substitute tool of equal or greater capability.

The upgraded system will continue to comply with all Federal and California state reporting and funding requirements including, but not limited to: Medi-Cal, MediCare, Mental Health Services Act (MHSA), Drug Medi-Cal, CalOMS, and Client and Services Information (CSI).

This billing system upgrade is critical to County's continuing to provide alcohol, drug, and mental health services to Santa Barbara County residents. It is expected the Implementation will be complete within 6 months of the Effective Date of the Agreement. Contractor will provide Maintenance and Support Services following the Implementation and continuing for the term of the Agreement.

III. Implementation Outline

    A.   Contractor shall assign Project Manager the following responsibilities:
        1. Work with County Staff that ensure the project remains:
          -   On time
          -   Within scope of contract

- At or under planned costs

2. Identify process groups to execute:
   - Implementation
   - Training
   - Development
   - Conversion
   - Information Technology/Infrastructure

B.   Contractor and County shall jointly assess current County workflow, identify the workload associated with conversion of all existing functions, and create a gap analysis and complete detailed Project Plan for "go-live" requirements. Some details to be covered during this step include:

1. Definition of all detail level milestones;

2. Assignment of responsibilities for milestone achievement;

3. Definition of interface between ShareCare™ and Clinician's Gateway;

4. Development of work team assignments and meeting/monitoring schedule;

5. Assessment of new functionality impact on County operations (i.e. Outcomes Management Tool Set, e-Analysis);

6. Review of County workflow under existing products and the use of the InSyst™ Upgrade Study incorporating workflow change recommendations;

7. Identify reports or InSyst™ customizations that are not incorporated into ShareCare™ and which may be developed at additional cost;

8. Conversion process, review of data elements for inclusion, and assessment of impact on full implementation timeframe.

C. Purchasing and the installation of the hardware is a significant task that Contractor and County will coordinate jointly.

IV. Fiscal Installation
A. Configuration of "Santa Barbara Golden Database" for fiscal requirements
   1. Mappings
   2. Set – Ups
   3. Business rules

B. Required trainings will be provided using the "train-the trainer" model at the County's Main office. The three courses include:

1. Training Module #710, Basic Operations   4 Days

2. Training Module #730 Fiscal Course   3 Days

3. Training Module #740 system Administration   3 Days

C. Trial Conversion and required imports

D. Notify the state and test billing functions (claim forms, 837's) and posting procedures (remittance forms, 835's)

E. Fiscal "go-live"

V. Clinical Installation

A. Contractor and County to jointly define clinical rollout priorities by both Program and Clinical function. Contractor and County to jointly determine the functional requirements of ShareCare to interface with Clinician's Gateway. Clinical functions shall include:

1. Scheduling
2. Clinical Alerts
3. Progress notes
4. Treatment Plans
5. Medication monitoring
6. Assessment Instruments
7. Outcome Measures and data driven program evaluation (Rapid Insight™)

B. Configuration of "Santa Barbara Golden Database" for clinical requirements Clinical "go-live."

VI.   Work Plan

The details of the Work Plan will be maintained using MS Project software. Contractor and County will monitor progress toward and completion of the plan. The Plan will be reduced to a more granular level as scheduling issues are agreed upon by Contractor and County.

A. Project Activities

1. System Preparation

a. County will identify all staff members to be included on the implementation teams, and their areas of responsibility for testing and training of other staff.

b. County will meet with Contractor staff to jointly develop plans for configuration of all tables, testing resources, expected outcomes, and conversion procedures.

c. Contractor will identify all tables requiring configuration and make recommendations to County for assignment of appropriate defaults.

d. County and Contractor staff will work jointly to define any necessary changes to County clinic or administrative processes and include those changes in Contractor's training sessions.

2. Hardware/Software Installation.

a. With the assistance from and concurrence of Contractor, County will purchase and install all servers and related equipment at the designated County sites.

b. Contractor will install all ShareCare components on selected County equipment and perform necessary testing to insure all components are working in accordance with specifications, including the interfaces with Clinician's Gateway.

3. Testing

a. Contractor shall assist County to successfully test all components of the system, including the interface with Clinician's Gateway.

b. Contractor shall certify that the system performs as per the specifications and will continue to assist County in testing of the system functionalities, including but not limited to the client billing, insurance companies, and Medicare.

c. Contractor shall assist County and State Department of Mental Health (DMH) staff to obtain State Certifications as required. This includes all existing InSyst functionality such as all Department of Mental Health mandates, such as Medi-Cal claiming, Client Service Information (CSI) reporting, Office of Statewide Health Planning Department (OSHPD) reporting, Institute for Mental Disorders (IMD) reporting, and mandated reporting as a result of the Mental Health Services Act.

d. Contractor shall work with County and State Alcohol and Drug Program (ADP) staff in order to obtain ADP certifications as required.

These certifications include but are not limited to Drug Medi-Cal claiming, ASI testing, CalOMS, and other ADP mandated reporting requirements.

4. Training
   a. Contractor Training Model

   1) Contractor shall provide skilled implementation support to ensure the successful transition to the use of ShareCare within County organizations. To accomplish this, Contractor will utilize an implementation plan that combines on-site visits, training, and services representation throughout the timeline of the implementation process.

   2) Contractor shall provide quality-training services to help County maximize return on investment. Contractor will train key staff members from each affected County department or unit including: MIS/IT, Administrative, Clinical and Fiscal.

   3) Contractor shall train key County staff in all components of the software in order to create "power-users" who will then become County in-house experts. Those individuals will be able to train the remaining staff at County sites.

   b. Contractor shall provide training sessions in accordance with those described in Exhibit B as deliverables. The format will be the "train-the-trainers" approach, and will be conducted at County sites agreed upon by County and Contractor.

   c. Optimum training amounts are subject to change or redistribution as needed. The maximum total training amount described in Exhibit B shall not be exceeded.

   d. In all training sessions, Contractor shall provide in advance training and documentation materials pertinent to the subject.

5. Parallel Testing
   Conducting parallel testing (operating the systems "side by side" at the same time with the same data) is the responsibility of County. However, Contractor shall provide assistance to County during this period to insure that ShareCare's financial and reporting capabilities meet or exceed the existing InSyst billing system's financial and reporting capabilities.

6. "Go-Live"
   Based on Contractors representations, it is County's expectation that the "Go-Live" date of 1/1/2007, will be achieved. Contractor acknowledges that this is a reasonable expectation and agrees to assign the most

appropriate level and competency of staff to this project to help meet the expectation.

B. Project Timeline

The MS Project Plan's major milestones to be met in order to meet the expected "Go-Live" date of 1/1/2007.

1. System Preparation:	Planned Completion date: 07/01/06
2. Hardware/Software Installation	Planned Completion date: 07/15/06
3. Testing	Planned Completion date: 09/30/06
4. Training	Planned Completion date: 10/30/06
5. Parallel Testing	Planned Completion date: 12/31/06
6. "Go-Live"	Planned Completion date: 01/01/07

VII. Contractor Key Personnel

Key Contractor Personnel listed below are those Contractor employees directly responsible for Implementation Services, Installation, Conversion, System Testing, Training, Operations, Documentation, and other Deliverables and Enhancements where applicable, of the Proprietary Software involved in this Project.

A.	Project Manager	Donley Smith
B.	Project Trainer	Corrie Barron
C.	Project Trainer	Candy Jarrell
D.	Project Trainer	Julie Ploudre
E.	Contract Manager	Karen Milford
F.	Chief Executive Officer	John Radon
G.	Chairman of the Board	George Epstein
H.	Technical Manager	Ken Fu

Exhibit B
Deliverables and Payment Schedule

The Contractor and County agree to upgrade the Contractor's products and services currently utilized by County under the following terms.

County will receive the following software licenses and services. The payment schedule for these items is as follows:

License Fees

No charge for Echo proprietary licenses. County receives 80 Concurrent ShareCare Administrative/Fiscal Licenses and the rights to 200 ShareCare Clinical Licenses.

Single-server Actuate license   - $25,000
(Due in full after Contractor's installation on County hardware)

MCO module (16 total concurrent users licenses)   - $25,000

Services

1. Installation of Golden Database (configured data)   - $69,750

2. Installation of converted ShareCare Data   - $21,668
Conversion shall consist of bringing over all data elements in the Echo-standard InSyst to ShareCare data list as performed for previous California Counties. No limitation of transaction volume will be imposed. In addition, conversion of the current year UMDAP balance-forward data will be included. Conversion of additional data elements will be billed on a time and materials basis at $202.50 per hour.

3. Implementation and Consultation totaling a maximum of 568 hours at $202.50 per hour and broken out as follows:
   -    $94,770 for Administrative/Fiscal
   -    $20,250 for ShareCare Clinical/Clinician's Gateway

4. Three additional training modules will be provided for a total charge not to exceed:
   -    $14,200

5. Training for the MCO module not to exceed 123 hours:
   -    $25,000

Customization and Integration

1. Integration of ShareCare with the County's Clinician's Gateway product. Costs associated with this include:

Integration Tool Set   - $52,275
Application Customization   - $70,000

2. Provision of a Contract Management module, not to exceed:
- $28,350

Payment Schedule

Actuate (or substitute) license fee ($25,000):
Due in full at time of installation
Installation of Golden Database and converted InSyst data ($93,825):
50% due at contract signing
25% due upon installation
25% due at end of "correction cycle" process as defined in Terms & Conditions
Implementation, Consultation and Training module services ($129,220):
50% due at contract signing
Remainder due as service is completed and invoiced
Integration, Customization, and Contract Management development ($150,625):
50% due at contract signing
25% due upon installation
25% due at end of "correction cycle" process as defined in Terms & Conditions
Actuate maintenance ($6,250):
Due in full upon installation – coverage for 12 months from installation
MCO module license fee ($25,000)
75% due upon installation
25% due at end of "correction cycle" process as defined in Terms & Conditions
Travel Expenses; (Not to exceed $45,000)
Billed under Attached Expense Reimbursement Policy.

*Note 1 - If ShareCare maintenance is pre-paid annually, the total charge will be
discounted by 4%.*
*Note 2 - InSyst Software Maintenance charges as detailed in the original Exhibit A will
be due through December 31, 2006. Any pre-paid InSyst maintenance as of 12/31/2006
will be credited toward maintenance for ShareCare.*
*Note 3 - ShareCare Clinical "Per User" maintenance fees as shown will be "locked-in"
for the period July 1, 2006, through June 30, 2008. Concurrent usage of ShareCare
Clinical and Administration/Fiscal will be assessed during the final 90 days of this
period by Contractor and the County, and the County will be charged for the ensuing
year based upon maximum concurrent usage during the period. Usage would include all
logged in users accessing ShareCare Clinical menu items. It would exclude any users
whose only access to ShareCare Clinical was through the Clinician's Gateway interface.*

Exhibit C
InSyst Upgrade Study

The following is an inherent part of the contract between Contractor and County. This section of the InSyst Upgrade Study performed by Contractor for County contains references to product functionality which are Deliverables under this contract. The lists following the grid categorize those requirements into those included within the scope of the contract and those which are not.

Identified Need	Solution
1. Registering a new consumer is time consuming and leads to poor noting and lost revenue. Additionally this work is done in a stand alone system that does not link to Insyst or Clinician's Gateway	ShareCare's Call Logging screen and the promotion of the caller to Consumer status will make this a much more efficient process. This will also provide the benefit of entering data in one database vs. a stand-alone system. For consumers being referred to a contracted provider, functionality offered by Echo's Managed Care product may offer benefits. This product is currently in development and release is expected well before Santa Barbara's anticipated go-live. The Echo Managed Care solution supports your contractual relationships with providers. Care can be managed from intake to claims payment, while contracted providers deliver services. The Managed Care Product allows you to enter providers including credentials, search for providers based on unique criteria, and authorize care to the identified providers. Once services are provided the provider can submit a claim, which will be adjudicated and paid. Your time will be focused on managing quality care supported by the Echo Managed Care system.
2. Printing consumer registration information	ShareCare's screens for registration can be printed and signature lines added as needed.
3. While currently not in use at Santa Barbara, electronic signature for staff and clients was of interest, particularly biometric approaches. This should include a checkbox to denote that the consumer refused to electronically sign and a physical signature is on file.	This functionality has been identified for future development in ShareCare.
4. The help desk merges 3-4 client records per month due to the creation of duplicate consumers.	The search functionality and a more streamlined consumer registration process in ShareCare should minimize this problem. Process issues related to the creation of duplicates should be addressed and managed.

	ShareCare currently does not have a client merge functionality, but Echo will develop basic client merge functionality.
5. Tracking alias names	ShareCare does support the collection and query of alias names.
6. A "generic UMDAP" is attached to a consumer to facilitate case opening when the actual UMDAP information is not available.	In ShareCare, there is no requirement for an UMDAP record. If the financial information is not available to formalize the UMDAP, a blank record can be created which will default to a $37 annual liability. This can be updated when the information is available.
7. Additional data elements must be collected that are not in ShareCare.	Additional data fields in ShareCare can be configured through the Clinical Module in the customizable Outcomes area and with the new Front Page™ based Forms Generator. Service requests can also be submitted to Echo for the creation of business critical data fields.
8. Staff described that is difficult to determine whether a consumer is served through MH or ADP. This also creates challenges in searching for a consumer during service requests.	ShareCare allows the creation of systems of care. Consumers can be assigned uniquely to a system of care (e.g. MH or ADP) or across multiple systems of care (e.g. MH and ADP). ShareCare's query tools enable staff from one system of care to find a consumer in a different system of care, but not see the protected health care information collected by the other system. Santa Barbara will need to determine policy for staff regarding their ability to see consumer information from different systems of care. Another approach to addressing this in ShareCare would be to utilize different admissions to denote MH and ADP status.
9. It is difficult to see the movement of a consumer through the continuum of care.	ShareCare will make it much easier to understand the consumer's process by utilizing a central database for both Access functions and ongoing treatment functions. Additionally, tools like System of Care, Episodes and Admissions will assist staff in understanding the status of the consumer.
10. Access staff had concerns that consumers can be lost once referred to a clinic.	We discussed a variety of tools that may be useful. Access staff could open an admission with the desired clinic and assign a staff person (either the treating provider or the program manager). They could also utilize ShareCare's scheduling features to confirm an intake appointment with the clinic. This would place the consumer on the staff person's homepage and/or schedule making it difficult for the program to miss the referral vs. the current email based process. ShareCare's Tasks

	functionality may also be of assistance in notifying a staff person of a new referral. Lastly, an option could be added on an admission to indicate a new referral vs. an open case. Reports can be used to analyze case status and exceptions.
11. Staff described that they would like an automatic notification and rules-based escalation process for consumers that are referred by Access and not processed into a program.	ShareCare can support the reporting of this data in a way that assists in identifying consumers who haven't been processed into a program. Additionally, further dialogue could be had about a database trigger and/or a screen that can help manage this process.
12. Understanding MediCal eligibility at the point of call logging is helpful for Access as this determines whether the consumer is referred to a County clinic or a contracted provider.	Adding MMEF lookup to the Screening/Call Logging area of ShareCare is currently in the development queue.
13. Contracts management was also of interest. It is important to understand the volume of cases and services for a contracted provider. For example, Santa Barbara needs to understand and manage if the contract outlines four referrals per month and there is a need to service more consumers in that timeframe. They also would like to see billing prevented if the maximum amount of the contract is exceeded.	Further dialogue between the County of Santa Barbara and Echo would need to occur to determine the feasibility and scope of work of the creation of a Contracts Management module.
14. If a consumer is referred to a contracted provider and accepted, the contractor completes an episode form and returns it to the County. Data required from the contractor includes information about whether the consumer was treated. If not, information is collected about why the referral was not successful (e.g. consumer no-show, provider denial of service, etc.).	This process can continue in ShareCare or some method of making ShareCare available to contract providers can be discussed so they can do this data entry directly. Access to ShareCare by contract providers was an identified goal, although there has been no planning completed to make this change. A thorough evaluation of the security ramifications of this approach is advised.

Utilization Review: Santa Barbara's Utilization Review process includes an analysis of both the consumer's clinical and financial status. There is very little authorization management conducted through this process. In any Santa Barbara clinic, the treatment plan document serves as the authorization for treatment. The plans are valid for one year from the date of admission. New consumers get an initial treatment plan and then must have a long term plan created with-in 60 days.

Identified Need	Solution
15. Staff shared that there have been discussions about including an internal authorization system based on the assessment	ShareCare allows the creation of both internal and external authorizations in the system. The service authorization tool was reviewed with

of the consumer's needs in the Utilization Review (UR) process. Date ranges on service authorizations and the ability to stop billing based on the authorization were felt to be important features.	staff and thought to meet requirements for external and possible internal authorization. Clustered service authorizations were described and staff felt that this might be useful if they adopt a level of care system where a cluster or authorized services would equate to a particular level of care assigned to the consumer.
16. The ability to enter an authorization after service delivery and bill against that authorization.	ShareCare has separate global settings for controlling whether services can be entered when there is no authorization and whether services can be billed when there is no authorization. Also, each service code can indicate whether it is okay to enter a service without adequate authorization. Determining these configurations would be a focus of Echo's Implementation work with Santa Barbara.
17. Service authorization status at the point of service entry.	Service entry will be completed via Clinician's Gateway and this would need to be handled through that software tool. If the workflow were to include ShareCare, authorization tools would facilitate this check.
18. Tracking treatment plan expiration.	A staff person's homepage in ShareCare will automatically show any expiring treatment plans. Additionally, ShareCare's Tasks functionality can be used to trigger a reminder that a treatment plan is due.
19. A view to see the service authorization picture for all providers.	ShareCare features a Service Authorization report that provides a information on service authorization status. e.Analysis can be used on this data to analyze trends.

General Clinical: Needs in this system were identified during a variety of interviews and thought to be applicable to all clinical programs.

Identified Need	Solution
20. Santa Barbara utilizes the Performance Outcomes and Quality Improvement (POQI) questionnaires for adults and children. This is done for two weeks, twice a year with all consumers seen. The data is uploaded to the state via website.	Data collection for POQI can be done via ShareCare's Outcomes module. During our visit, Echo staff created one of the POQI assessments in the ShareCare Outcomes module. It is possible that the data could be sent directly to the state from ShareCare, but this would require additional research.
21. Staff would like outcomes questionnaires to be completed by consumers on a secure terminal or kiosk.	The current licensing and security infrastructure in ShareCare does not support this type of approach. To do so would require the development of a specific interface for consumers that ensured proper security and the collection of data against the proper clinical

	record.
22. Submitting a Notice of Action was identified as a requirement of the system. This is sent to consumers and providers when and administrative decision is made to change the level of services for specific consumers.	This would be a customization for Santa Barbara County. More information is required on the specific needs, workflow and mechanisms to triggering the notice of action process. For consumers being referred to a contracted provider, functionality offered by Echo's Managed Care product may offer benefits.
23. An Incident Reporting/Grievance Tracking module would be helpful. One of the primary challenges described was routing and notification of key stakeholders when an incident occurs. It was also important that the incident report information appear in a way that did not associate it with the electronic clinical record of the consumer (e.g. was not subject to a subpoena of the clinical record).	ShareCare does not currently offer an Incident Reporting module and this is a recognized development project. Incident reports can be created using the system's new Forms Generator. The form can be attached in an area of the application that is not connected to the clinical record. Staff felt that if an online way to manage incident reporting was developed, routing would become less of an issue as email notification could prompt the team to see a specific case number to review an incident.
24. Manage closing a consumer episode. Ideally this is started by a clinician but cannot be completed without a manager's approval.	Standardizing this functionality is difficult for ShareCare as most customers and possibly even programs, will have a unique discharge workflow.
25. Copying/transferring an Insyst episode so that a consumer can quickly be discharged from one episode and enrolled in another with minimal intervention by the user.	The ShareCare term for episodes is admissions. In ShareCare, episodes relate to a more global idea of an "episode of care". Various admissions to facilities and programs occur within the time frame of the episode of care. Functionality allowing the copying and transfer of an admission is currently identified for development in ShareCare.
26. Challenges exist for the organization in insuring that a proper diagnosis code is assigned. This includes assignment of no diagnosis on Axis I, deferred diagnosis that are never updated and the assignment of diagnosis that aren't billable to MediCal.	This would be a customization of the ShareCare diagnosis screen. Using a tool like e.Analysis to understand diagnosis trends by provider may assist in managing staff to correctly diagnose clients.

Mental Health: The needs described during our conversations with Mental Health staff related to both County run clinics and the process of referring to external contracted providers. Mental Health program staff are currently using Clinician's Gateway to enter services and progress notes.

Identified Need	Solution
27. Mental Health is evaluating the implementation of a level of care system. The current approach under consideration is to use a hybrid questionnaire of Cal. Locus	The Assessments or Outcomes modules in ShareCare's Clinical Module will likely accommodate these tools although further evaluation is necessary to finalize the approach.

and American Society of Addiction Medicine (ASAM) criteria.	ShareCare does currently track level of care in the Call Logging and Evaluation screens.
28. Better data on occurrences of homelessness, incarceration and hospitalization.	ShareCare has several tools that can be used to collect this sort of data. Depending on the nature of the information required, a customization may also be possible (e.g. historical information, workflow considerations).
29. Better data on co-occurring MH and ADP diagnosis	Utilizing custom reports, e.Analysis and/or Rapid Insight, ShareCare diagnosis data can be used to better understand the incidence of a consumer with both MH and ADP diagnosis.
30. Staff had concerns about moving the organization to a reporting environment where more staff had the power to run and manipulate report data. Concerns relate the proper interpretation of the data and the skills necessary to do so.	Echo's goal is to provide tools to the organization that enhance their collection and analysis of data. How the organization leverages those tools is ultimately a policy and training decision. ShareCare can support whatever approach the organization chooses. Echo can also provide training to assist in data interpretation if required.
31. Staff frequently use the current face sheet.	ShareCare's Clinical Summary screens were thought to be a strong tool for face sheet information.
32. Consumer admission history is required.	ShareCare allows the tracking of both episodes of care and admissions.
33. Consumer sexual orientation data is required.	ShareCare doesn't currently have a field for this information but it can be added as a custom flag.
34. There was an interest in collecting caregiver demographics.	This would be a customization for the County of Santa Barbara.
35. There is an interest in mobile solutions for the county. Santa Barbara Staff demonstrated Clinician's Gateway on a Fujitsu Lifebook mini-tablet.	With proper internet infrastructure and security, portable computers can access the application.
36. The collection and submission of Client Service Information (CSI) data for state reporting.	ShareCare is able to collect and submit this data.

Alcohol and Drug: The County does very little ADP treatment. Most of the service delivery is contracted to other providers. Consumers may come through the Access Center or they may not. Staff reported that the process is not uniform in either case. It is common for the court system to contact ADP directly. This is sometimes on an assessment only basis. Staff reported that they have the same type of data needs as the MH system of care for demographic information plus they utilize the ASI and are required to submit California Outcomes Measurement System (CalOMS) data.

Identified Need	Solution
37. ADP is considering moving away from the Alcohol Severity Index (ASI) and instituting	ShareCare currently includes the ASI. It does not currently collect ASAM information

the ASAM criteria instead. This would shift the counties focus from "how severe is the case?" to "where to place the consumer?" The provider would then apply the ASI.	although this is possibly accomplished via the Assessments or Outcomes modules.
38. CalOMS and ASI data elements overlap.	Echo has analyzed both data sets and found 17 data elements that are duplicative. ShareCare has been developed to not require these elements be collected twice. The primary record for this data collection is the CalOMS data set to ensure that State reporting requirements are met. Unique ASI data elements augment the shared data from CalOMS.
39. Community based organizations (CBO's) providing treatment under contract enter CalOMS data into the system.	This will necessitate the contracted providers accessing the ShareCare product. The approach to allowing secure access will need to be determined. There was dialogue that the hosting environment might be arranged to only allow internal access to ShareCare.
40. Services to consumers with Drug Medi-Cal are entered through the Quick Claim web-based application. Quick Claim feeds Insyst this data for claim submission.	Santa Barbara's plan is for Clinician's Gateway to replace this system for service data entry. ShareCare will communicate with Clinician's Gateway.
41. Managing Net Negotiated Agreement (NNA) funding is a need. This umbrella payor name is inclusive of approximately 40 funding sources. Santa Barbara receives reports from providers outlining the NNA services with unique billing codes and the clinical justification for them. ADP's need in this regard is to understand the contract, service and provider data to manage the provider's performance.	ShareCare's exclusion rules will assist in routing the services properly for billing.
42. When billing for group services, Medi-Cal pays $10 per participant and NNA will pay $90 per group with a minimum of four consumers. Insyst currently understands this distinction based on how the data is handled by the service entry system.	This is likely an area of further exploration during the discussion of how to specifically interface Clinician's Gateway and ShareCare. Staff conveyed that this distinction is currently identified in how services documented and not during the claims process. This issue will need to be addressed via the documentation of services handled by Clinician's Gateway. ShareCare can then accommodate the billing associated with these services.
43. Drug and Alcohol Treatment Report (DATAR) is a requirement for the State of California and it would be helpful if this came from the system.	A mechanism to report DATAR information is currently not in ShareCare.
44. Services are currently entered through CBODES and uploaded to Insyst	Staff stated that CBODES would be replaced by Clinician's Gateway and therefore, the Clinician's Gateway/ShareCare interface would

	handle these services. If CBODES continues to have a role in the process, another ShareCare interface will need to be developed.

Psychiatry: The Echo team met with the organization's Medical Director to discuss Psychiatry's needs and the work he has done to create a documentation system for his team. It was unclear to what degree the functionality required will be implemented by Santa Barbara given the nature of the current proposal for ShareCare implementation.

Identified Need	Solution
45. Basic medication tracking	ShareCare's medication module was shown and thought to be a useful tool in tracking a consumer's medications. The organization also has an interest in data sharing across departments. Technical solutions and related policies would need to be researched and developed for this to occur.
46. Reporting on prescribing trends	Information regarding consumer medication history collected through ShareCare can be analyzed using a variety of tools including custom reports, e.Analysis and Rapid Insight. One particular trend of interest was if a voucher was used for the consumer to obtain free medicines. Expensive medications should not be prescribed in this instance. The addition of a data field to track the voucher status may be required to understand this trend.
47. Physician's progress noting is based on a structure that ensures clinical areas are addressed. Some physician's dictate their notes and they are transcribed by a third party service.	Santa Barbara currently plans on using Clinician's Gateway the organization's progress-noting tool. ShareCare's Clinical Module can address these needs and features the ability to create any number of progress note formats with tools to create structure including data fields, check boxes and text areas. Transcriptionists can be trained and granted access to ShareCare to perform their work.
48. Electronic transmissions of prescriptions to pharmacies.	ShareCare does have a printed prescription format. Echo is open to evaluating electronic methods of transmission.
49. A medication look-up with in the consumer's medication screen in ShareCare to find if a particular medicine has ever been prescribed.	This data can be obtained in ShareCare by entering Medication history and using the browser's built-in search mechanism. Additional medication look-up enhancements can be considered.
50. Spell check for medical terms.	ShareCare's spell check functionality is not cross referenced against a medical dictionary, but the dictionary can be edited by the

	customer to include the most common terms.
51. Information on how many patients are seen and how many are unique patients.	This would be a custom report for ShareCare. This information may also be provided through one of the data extracts currently in development for ShareCare.

Medical Records: The primary concern of medical records is the collection and storage of patient identifiable information. An identified goal is a paperless office where choosing a consumer in the system will provide all necessary clinical and billing information. There was discussion about various approaches to creating an electronic record including an application driven approach where the screens of the application constitute the clinical record (e.g. the ShareCare Clinical menu) vs. a forms-based approach where agency forms are replicated in the application and stored electronically (e.g. using the Forms Generator). Staff were unclear exactly which approach the organization favored and the exact strategy that will used to attain the goal of a paperless office.

Identified Need	Solution
52. Imaging was discussed, particularly for the 16-bed inpatient unit where outside documentation is commonly sent to the unit (e.g. Court documents, etc.). Medical records would like the ability to scan this information into the electronic record.	Imaging functionality for ShareCare is currently in development and it's release is imminent. Staff shared that this functionality may be developed within Clinician's Gateway.
53. Client messages for staff communication. This is currently used extensively to communicate with the team about critical case needs.	ShareCare's Chart Notes may be an appropriate tool for this sort of communication, but staff felt that it should be moved from the Clinical menu to avoid confusion that it was part of the clinical record.
54. Sealing records.	Deletion of client records is not suggested in ShareCare. Instead we prefer to archive records in the database. Santa Barbara will be collecting progress notes in Clinician's Gateway, but ShareCare does have the ability to seal progress notes. This makes the existence of a note verifiable by the author, but not readable.
55. Documenting requests for information and releasing copies of the clinical record per HIPAA privacy standards.	The Forms Management System would allow Santa Barbara to utilize their current forms for this purpose in ShareCare. Another product available through The Echo Group to assist with HIPAA compliance is the data auditing tool Lumigent. Lumigent allows a variety of reports to be created against the database to understand and manage who is accessing electronic protected health information.

Financial: The meetings with financial staff were focused on verification of need and software demonstration versus workflow process. The documentation below reflects that dialogue.

Identified Need	Solution
56. Verify insurance coverage of a new consumer by including MMEF Medi-Cal repository lookup during client screening.	The MMEF client look-up is easily accessible via the ShareCare main menu. Additional approaches to matching consumers to the MMEF repository can be evaluated in the future.
57. Insyst has limited ability to document staff credentials	ShareCare has an unlimited capacity to document staff credentials.
58. When a consumer is not in the MMEF download, how is this reflected in ShareCare?	This was a concern for Staff. ShareCare's Payor screen would indicate an end date on Medi-Cal if the consumer was returned as ineligible.
59. A concern was raised about how out of County consumers would be handled by the MMEF download.	The MMEF data provided by the State only contains Medi-Cal eligibility data for a specific County therefore ShareCare would not register MMEF data for consumers out of Santa Barbara County.
60. EVC number populates automatically in Insyst.	ShareCare automatically populates the EVC number.
61. A late reason code is attached to a service that is being billed late to justify why the claim should still be paid.	ShareCare allows late reason code entry.
62. A Cost Report is required.	Echo is working with its California Users Group to create specification for a Cost Report.
63. Procedure codes and service codes should have effective date ranges.	ShareCare does not support this currently.
64. Staff billing rules related to locations and license types are helpful.	ShareCare's functionality allows the restriction of billing based on provider/facility and service/provider license type.
65. A Contracts Management module would be desirable to assist in documenting and managing provider contracts.	Echo is open to discussing with Santa Barbara how it can create a module to assist with this challenge. Pieces of this functionality may reside in the MCO module.
66. Staff described different billing rates based on provider. This is based on the cost of the provider and can change from month to month due to the negotiated contracts.	ShareCare currently allows for variation in billing rates based on provider license via the Charge Schedule. Each Charge Schedule includes begin and end dates to accommodate rate changes. Charge Schedules may be copied and edited.
67. Staff questioned the number of decimal points available in the rate set-up. Santa Barbara runs 30, 60 and 90-minute sessions and bill per minute and therefore require the establishment of a rate with more than the traditional two decimal places.	The ShareCare rates screen displays two decimal places, but the database has room for four places and if necessary, this could be changed. It is possible that proper planning of the configuration of services and rates may address this need.
68. When a consumer is admitted to the	Accommodating DRG-based billing would be

inpatient unit, a DRG is established for the consumer and from the first day, a bill can be generated to Medicare for the DRG-based rate. "We already know what we are going to get based on the DRG".	an enhancement for Santa Barbara County.
69. The ability to verify that the billing process is proceeding correctly and creating corrections along the way or stopping the run entirely.	The first step to accommodating this need in ShareCare is through our approach to importing services from Clinician's Gateway. All services will appear on ShareCare's Queued Services Entry Screen first. This enables edits to occur before charge creation proceeds. Additionally, ShareCare can accommodate this through the Billing Status Report, which will display additional errors that may be corrected prior to completing the billing run.
70. Staff inquired about the use of "internal validation rules" to check for service issues.	ShareCare does not currently support user definable validation rules.
71. Staff described challenges when a provider submits additional services after the billing run has been submitted to Medi-Cal.	Services submitted late for billing would be submitted in the next billing run by ShareCare.
72. Staff expressed a need to delete services as late in the billing process as possible.	ShareCare's Edit Services screen allows this until the charge is created.
73. Santa Barbara currently bills Medi-Cal one claim per month for all consumers.	The billing process in Sharecare has no restrictions on the frequency of the billing runs.
74. Restrictions regarding client bills were discussed. For example, a payor says that if you accept a payment, you cannot also bill the consumer for this amount of money. Medicare and the Veteran's Administration both operate under this rule.	ShareCare has two tools that will accommodate these rules including Exclusion Rules and Payor Contracts.
75. Share of Cost is currently handled via METS terminal	This would continue with ShareCare.
76. Staff expressed a desire to understand denial trends.	Denials are flagged automatically in ShareCare when an EOB is brought in. ShareCare has several pre-defined denial codes and the user may add additional codes. Trends in denial reasons can be better understood through custom reporting, e.Analysis or Rapid Insight.
77. Staff inquired about completing UMDAP calculations.	ShareCare addresses this on the Consumer/Family ATP screen where there is an UMDAP Worksheet flag. As data is entered, the worksheet completes the UMDAP computation.

78. Currently, Santa Barbara writes off the minimum payment for UMDAP on Medi-Cal clients ($37). Insyst does this automatically at this time.	ShareCare allows manual adjustments of self pay balances. It should be noted that through Echo's discussions with the State and it's user group, changes to the UMDAP process appear imminent. We are keeping in close contact with our customers as to how to address this evolving situation.
79. Santa Barbara currently gets a report of who is due for UMDAP.	A report will need to be created in ShareCare to track this information.
80. Will an UMDAP would roll over?	Echo feels strongly about the manual update of UMDAP information yearly.
81. UMDAP begin and end dates were a concern.	Effective date and expiration dates are manually entered and cover this situation.
82. Print a guarantor statement on demand for consumers.	ShareCare can accommodate this.
83. A "reverse full pay" is used in Insyst to handle client adjustments.	ShareCare allows an adjustment to be made at anytime via the Receive Payments screen. This includes the collection of reasons for adjustments or denials.
84. Santa Barbara would like a separation of duties between who collects the cash and who posts the cash. A cash receipts report for cash applied to help balance the cash collected against the deposit would also be helpful.	The Cash Receipts tab allows Patient Representatives to enter receipted cash. This does not post the cash to the account. The posting of cash receipts to the accounts is a manual function. This would facilitate the desired separation of duties. The described cash receipts report would be a custom report.
85. Discussion occurred regarding how to determine who was indigent. This was related to a need to report these consumers on the OSHPD report.	ShareCare tracks this information in a number of ways including address type or living situation.
86. Staff also felt that it would be good to determine the value of the services that are being given as free care.	Free care can be tracked via a service code or by analysis of the billing history.
87. When inpatient services overlap with outpatient services, the application should be smart enough to maximize revenue by only billing for the service with the higher rate (e.g. inpatient).	This functionality would be an enhancement to the application.
88. IMD report	Insyst's IMD report is somewhat dated and is only partially utilized in the customer base. We would want to organize the user group around re-specification and development of a new IMD report.
89. Tracking "Legal Entity" for Facility/Program is a California requirement	This will be added prior to Santa Barbara's Implementation.
90. A checkbox to note, "Physical signature is	This checkbox can be added.

on file".	
91. The ability to hold certain services from inclusion in the billing process.	ShareCare's Queued Service Entry Screen can accommodate this.

Technical: The technical discussion included participation from both the County Information Technology staff and MH and ADP IT staff. The discussion focused on areas concern for staff and how current IT approaches would be impacted by a ShareCare implementation.

Identified Need	Solution
92. Merging duplicate consumer records during the data conversion process. This includes both consumers in the same system of care and across systems of care (MH & ADP).	We encourage Santa Barbara to proactively work to address duplicate records prior to conversion to ShareCare. Echo can be contracted to address duplicates during conversion. Our approach would be to perform an analysis for any duplicate records between MH and ADP. This data will be presented to County staff and once approved, the ADP record will be associated with the MH consumer ID.
93. Additional data conversion needs were identified beyond the current proposal for a standard conversion including utilization review, payors, policies/eligibilities and prior balances.	Additional areas of conversion can be evaluated for completion on a contractual basis.
94. Decentralized reporting	End users can run all ShareCare's reports with various selection criteria (e.g. client, date, staff, etc.).
95. Initially, the team felt that they would want to have the ability to host the application within the County's clustered server environment. Through further discussion, it was decided that the MH/ADP departments would host the application and it would not be accessed outside of their infrastructure (e.g. via the internet by outside providers).	In the event the organization were to reconsider hosting in a clustered environment, additional research would need to be completed by Echo and Santa Barbara on the details of this solution. Particularly, the approach supported by Cold Fusion and specific firewall requirements.
96. A "Number in Group" field and a field to capture the Clinician's Gateway unique service identifier will facilitate interface with Clinician's Gateway.	Echo will expand interface to accommodate a numbering group from Gateway. We can also add a placeholder for a unique identifier sent from Gateway to ShareCare to facilitate mapping of data to and from the systems. This number will need to be visible from the service queue.
97. Connecting to SQL via Enterprise Manager and then using Crystal Reports is done to complete most custom reporting.	ShareCare will offer data extracts for clinical and financial data needs that can be easily mined through e.Analysis or any other reporting tool. Actuate is the reporting tool in ShareCare and is available for custom

	reporting. The organization may also elect to continue with their practice of connecting to the database and using Crystal reports.
98. Staff questioned whether they could attach custom reports in the ShareCare reports menu.	This is possible by contracting with Echo to code a web page to integrate into the menu system. The reports must be an Actuate report.
99. Staff requested the ability to deliver a package of reports to end-users on a regular schedule (e.g. monthly).	ShareCare does not support this.
100. ShareCare data dictionary	A mapping of Insyst to ShareCare data fields is available. Online help in ShareCare including data field information is currently in development.
101. Staff asked about populating a table from the database side vs. through the application. For example... provider balances in Insyst are often corrected for rate changes via table changes.	In general, ShareCare is more sensitive to table changes than Insyst. Echo hopes that the need to do this is lessened, as there are more front-end interfaces to the tables for system administrator users (e.g. customizable drop down lists).
102. Addressing values that are different for MH and ADP for the same type of data. As Santa Barbara has previously used two databases for these systems of care and differing data needs/configuration were common, they questioned how this will be handled in a central database application.	In ShareCare these data elements are stored in the same table and there will need to be planning processes to determine what the values should be. ShareCare will provide a re-mapping during conversion and also a mapping for reporting values according to state mandates.
103. OSHPD reporting	This is currently available in ShareCare.
104. The potential duplication services in the exchange of data between Clinician's Gateway and ShareCare.	Conceptually, Clinician's Gateway will pass services to ShareCare and they will populate the Queued Service Entry screen where duplicates can be identified prior to further processing. There is a need to push some duplicate services through the system, as some duplicates are valid. David Platon committed to manipulating the data to accommodate "time of service" that ShareCare uses as a duplicate check. Much discussion ensued about whether Gateway should accommodate start time for a service to allow the ShareCare queue to look for duplicate services. There may be clinical benefit to collecting start time for the appointment as well. For example, a consumer is seen for an hour at 9am and assessed to free of suicidal ideation and later that afternoon makes a suicide attempt. Start time on a clinical service insulates risk in this situation.
105. Data mapping from Clinician's Gateway to ShareCare.	A complete analysis and mapping from one product to the other has not yet been completed. This work would need to be a

	collaborative effort between Echo and David Platon.
106. Discussion ensued about the merits of Clinician's Gateway and ShareCare communicating by data extract or by direct table access.	Echo would encourage the initial phases of integration focus on data extract processes.
107. Clinician's Gateway will send services to both Insyst and ShareCare for some time.	Clinician's Gateway will need to determine a method of identifying where it is sending data for each service.
108. It was identified that work will need to occur to clarify how to coordinate the view of data in Clinician's Gateway and ShareCare.	The goal will be to create data synchronization that is close to real time. It will be important to clarify if services will only be entered via Clinician's Gateway or if service entry via ShareCare will also be allowed.
109. Enforcing structure for passwords to include combinations of alpha and numeric characters.	ShareCare accommodates length requirements (with a minimum of 8 characters) and limits log-in attempts.
110. Discussed re-engineering user ID's. Santa Barbara suggested that the staff's email name be used as this would promote consistency in the county and eliminate the potential for duplicates.	ShareCare can accommodate this.
111. Staff discussed approaches to password management for their end-users. Specifically, letting a user's Windows log-in drive the log-in/access to the product. This would make administration easier for the County to set-up new users and terminate old users.	Technically, this can be done. Echo believes that this significantly lessens database security and would not make changes in the application to support this approach.
112. Can a closed episode be edited and/or re-opened to address late data entry issues or corrections? Can only administrators manage this?	ShareCare supports this.
113. File transfer for billing via third party tools.	Staff like the "save file as" approach that allowed quick acquisition of a billing file for import into another system.
114. Questions about data volume and it's impact on system performance.	Enhancing system performance in a web-based application like ShareCare is an ongoing area of focus. For example, screen changes were recently added to include "next 30" buttons, so that all records do not refresh on the user's screen at the same time when a large query is performed. Also some prompts have been added on reports where a user might access an extreme volume of data to confirm that they want to pursue this function that might be a lengthy process.
115. The ability to schedule jobs in the application.	This is currently only available for EOB, MMEF and batch EVC processing.

116. There was much discussion regarding how to define ShareCare's facility/program and it's relationship to the Insyst reporting unit.	Most staff felt that migrating to ShareCare presented an opportunity to create a more user-friendly system with new facility and program codes vs. the current reporting unit system. Any re-definition of structures currently in Insyst would need attention during the data conversion process to ShareCare.
117. Insyst's Umbrella concept	This is addressed via ShareCare's Organization set-up.
118. Questions were raised about client numbering systems between Insyst and ShareCare.	All existing client numbers will go to ShareCare except the generic 99999+ numbers. ShareCare does limit client numbers to 10 digits.

Deliverables Summary

The following list identifies all items required as Deliverables by Contractor to County at no additional charge. No changes to the Insyst Upgrade Study above have been made except that numbers have been added to each item in the grid. For those items not included on the list, they may be provided by Contractor in future releases at Contractor discretion or the may be considered for inclusion as Change Orders.

If demonstration of the following functionality is required by the vendor, it is the vendor's responsibility to determine the method by which the application meets the requirements, and to demonstrate the same.

1.   Registering a New Consumer
2.   Printing Consumer Registration
3.   Electronic Signature – Staff signature is available in many places within ShareCare. In addition, Agency Form's includes the use of a signature pad, and clients can be set up to sign the pad. Beyond the functionality described, an enhancement would be required.
4.   Client Merge
5.   Tracking Alias Names
6.   "Generic UMDAP"
8.   Determination of MH or ADP
9.   Continuum of Care
10.   Tracking Consumers – Functionality is available, adding an option to the admission would require an enhancement.
11.   Automatic Notification – Functionality is available, adding database trigger and/or a screen would require an enhancement.
15.   Internal Authorizations
16.   Authorization After Service Delivery
18.   Treatment Plan Expiration
19.   Service Authorization for all Providers
20.   POQI Data – The questionnaires are available in the system, the functionality to allow the County to send data directly to the state would be an enhancement.
28.   Homelessness, Incarceration, and Hospitalization – An Agency Form could be created to collect the data, if this is not sufficient an enhancement would be required.
30.   Reporting Environment
31.   Face Sheet

32.	Admission History
33.	Sexual Orientation - An Agency Form could be created to collect the data, if this is not sufficient an enhancement would be required.
34.	Caregiver Demographics - An Agency Form could be created to collect the data, if this is not sufficient an enhancement would be required.
35.	Mobile Solutions
36.	CSI Reporting
38.	CalOMS and ASI Data Elements Overlap
41.	Managing Net Negotiated Agreement
45.	Basic Medications Tracking
47.	Progress Notes – ShareCare support of functionality, this is also Clinician's Gateway functionality
50.	Spell Check for Medical Terms
52.	Imaging
53.	Client Messages
54.	Sealing Records
56.	Verify Insurance Coverage
57.	Staff Credentials
58.	Consumer not in MMEF
59.	Out of County Consumers
60.	EVC Number
61.	Late Reason Code
64.	Staff Billing Rules
66.	Billing Rates Based on Providers
67.	Rate Decimal Points
69.	Verify Billing Process – This is handled both in the Clinician Gateway's import and in ShareCare.
72.	Late Charges
73.	Billing Frequency
74.	Client Bill Restrictions
75.	Share of Cost
77.	UMDAP Calculations
78.	UMDAP Write Off's
81.	UMDAP Begin and End Dates
82.	Printing Guarantor Statement
83.	Reverse Payments
84.	Separation of Cash Duties – ShareCare supports the separation of the duties, the requested report would be an enhancement.
85.	Indigent Tracking
86.	Tracking Free Care
91.	Holding Services From Billing
94.	Decentralized Reporting
100.	ShareCare Data Dictionary
103.	OSHPD Reporting
109.	Password maintenance
110.	Re-engineering of User IDs
112.	Re-opening of Episodes
113.	File Transfer for Billing
115.	Ability to Schedule Jobs – This is available only for EOB, MMEF and batch EVC processing. Further scheduling functionality would be an enhancement.
117.	Umbrella Concept

The following items are to be resolved in the design process for the Contracts Management Module. While this functionality is in the design process requirements may change, and the design is still to be determined.

13.   Contract Management – Volume of Cases and Services
55.   Documenting Requests for Information
65.   Documenting and Managing Provider Contracts

The following items are to be resolved in the design process for the Clinician's Gateway Interface. While this functionality is in the design process requirements may change, and the design is still to be determined.

17.   Service authorization status
40.   Services for Drug Medi-Cal
42.   Group Service Billing through Service Documentation
44.   CBODES (Service Entry)
47.   Progress Notes
69.   Verify Billing Process – Import of Services
96.   Number in Group Field
104.   Managing Duplication of Services in Interface
105.   Data Mapping from Clinician's Gateway and ShareCare
106.   Data Extract vs. Direct Table Access
107.   Services to be sent to both Insyst and ShareCare
108.   Coordination of view of Data

Exhibit D
CBS RFP and Contractor Response

The following is an inherent part of the contract between Contractor and County. This section of the CBS RFP and Contractor Response contains references to product functionality which are Deliverables under this contract. The narrative following the RFP/Response categorize those requirements into those included within the scope of the contract and those which are not.

2.0 Functional Requirements

Each section of the functional requirements describes a software module and contains:

- A request to name the Proposed Product for the module.
- An Overview of the module.
- Software Components within the module that are required by the CBS Coalition members.
- Software Features that are required by the CBS Coalition members.

There are a total of nine modules described in the functional requirements, with 105 components and features.

2.1 Access/Call Center

Proposed Product for this Module

What is the software product name(s) being proposed for this module?

ShareCare

Overview

Initial contact with the county behavioral health systems generally happens in one of three ways: through a centralized 1-800-Access Line; by direct contact with a county clinic; or via direct contact with a contracted provider. Clinics and providers may be office or street-based and contacts may be routine, urgent or emergent. The counties desire the ability to deploy call center functionality at each of these contact points and contact types. Staff at these access points need software that supports real-time data checking and data entry while they are on the telephone or face to face with a client, prospective client, or related party. The system also needs to support a seamless handoff of crisis contacts to crisis workers and requests for routine care to outpatient clinics via linkages to these portions of the software. This section contains functionality related to how the "front door" needs to be managed including call logging, provider referral, crisis triage, etc.

Components

2.1.1 Call Logging

All calls are logged into a user-defined online form that gathers information on the nature of the call and basic caller data such as date of call, staff receiving call, name, telephone number, language requirement, referring party, etc. If the call is not a request for service, basic information is collected regarding the type of call and disposition. If the call is about a complaint, compliment or grievance, all relevant data is recorded on the online form. Recording and reporting of disposition is included in all cases. Call logs must be easily **retrievable and sortable by client, staff member, date, call type, disposition, etc.**

Vendor Score: | WU

Comments: | ShareCare provides a call-logging screen capturing basic information about the caller, presenting problem, call type, etc. Many of the fields can have customized values specific to county needs. Additionally there is a Call Logging report that can be sorted by various criteria.

Screen Shot:

2.1.2 Pre-Registration

Provides user-defined online pre-registration forms to gather initial client demographic and financial resources information for individuals requesting service.

If the client becomes registered for service this information can be forwarded to Registration so that duplicate data entry is not required. If the client is already registered as a client in the system this should be flagged.

Vendor Score: | WU

Comments: | ShareCare provides a Screening form that captures basic client information, payor information, and problem evaluation data. This screen automatically creates a "pre-consumer" record that can easily then be turned into a consumer record when the client is deemed eligible for service.

Screen Shot:

First Name		Middle Name	
Last Name		System of Care	SELECT SYSTEM OF CARE ▾
Caller Name		Caller Relation	SELECT RELATION ▾ ✱
Maiden Last Name		Language Requested	SELECT LANGUAGE ▾ ✱
Alias First Name		Alias Last Name	
Guardian First Name		Guardian Last Name	
Guardian Telephone	( ) -		
Address Line 1		Address Line 2	
City		State SELECT STATE ▾ ✱ Zip Code	-
Telephone Number	( ) -		
Program Requested		Program Requested ID	
Provider Requested		Provider Requested ID	
Begin Date	6/10/2002	End Date	6/10/2002
Begin Time	2:14 pm	End Time	
Elapsed Time	Minutes		
Social Security Number	- -	Date of Birth	
Gender	SELECT GENDER ▾ ✱	Marital Status	SELECT STATUS ▾ ✱
Type of Contact	SELECT CONTACT TYPE ▾ ✱	Call Type	SELECT CALL TYPE ▾ ✱
Type of Inquiry	SELECT INQUIRY TYPE ▾ ✱	Emergency Type	SELECT EMERGENCY TYPE ▾ ✱
Danger to self or others?	SELECT DANGER TO ▾ ✱		

Presenting Problem

`B U I X₂ X² -- << >> |< >|< >>| Font ▾ V Λ S`

Primary Care Physician Name		Primary Care Physician ID	
Received approval from guardian?	SELECT AN OPTION ▾ ✱	Primary care physician contacted?	SELECT AN OPTION ▾ ✱
Population	SELECT POPULATION ▾ ✱		
Disposition	SELECT DISPOSITION ▾ ✱		
Final Disposition / Action Taken	SELECT OPTION(S) ✱		

Other Comments

`B U I X₂ X² -- << >> |< >|< >>| Font ▾ V Λ S`

Follow-up Required	No ▾	Follow-up Date	
Follow-up Completed Date			
Access Person		Access Person ID	
User		User ID	

2.1.3 Intake Screening

Provides user-defined online client screening forms to assist in the determination of whether the client requires services from the crisis system, hospitalization, referral for outpatient services, or referral to other community resources. Includes access needs information, presenting problems and other relevant clinical information.

Vendor Score:	WU
Comments:	ShareCare has a Screening form that has captured client information and a series of questions geared to evaluating the service needs. The user may customize the field names on this form.
Screen Shot:	

First Name		Middle Name	
Last Name		System of Care	SELECT SYSTEM OF CARE ▾

Caller Name   Caller Relation   SELECT RELATION ▾   *

Maiden Last Name   Language Requested   SELECT LANGUAGE ▾   *

Alias First Name   Alias Last Name

Guardian First Name   Guardian Last Name

Guardian Telephone (   )   -

Address Line 1   Address Line 2

City   State SELECT STATE ▾   *   Zip Code   -

Telephone Number (   )   -

Program Requested   Program Requested ID

Provider Requested   Provider Requested ID

Begin Date 6/10/2002   End Date 6/10/2002

Begin Time 2:14 pm   End Time

Elapsed Time   Minutes

Social Security Number   -   -   Date of Birth

Gender SELECT GENDER ▾ *   Marital Status SELECT STATUS ▾ *

Type of Contact SELECT CONTACT TYPE ▾ *   Call Type SELECT CALL TYPE ▾ *

Type of Inquiry SELECT INQUIRY TYPE ▾ *   Emergency Type SELECT EMERGENCY TYPE ▾ *

Danger to self or others? SELECT DANGER TO ▾ *

Presenting Problem   [B U I X₂ X² -- << >> |<< >|< >>| Font ▾ V Λ S]

Primary Care Physician Name   Primary Care Physician ID

Received approval from guardian? SELECT AN OPTION ▾ *   Primary care physician contacted? SELECT AN OPTION ▾ *

Population SELECT POPULATION ▾ *

Disposition SELECT DISPOSITION ▾ *

Final Disposition / Action Taken   SELECT OPTION(S)   *

Other Comments   [B U I X₂ X² -- << >> |<< >|< >>| Font ▾ V Λ S]

Follow-up Required No ▾   Follow-up Date

Follow-up Completed Date

Access Person   Access Person ID

User   User ID

2.1.4 Referral Management

The system contains detailed provider profile information for clinicians working at county clinics, independent providers in the provider network, and at contracted provider organizations. Clients can be matched to clinicians based on multiple variables in the Provider Registration Database. This includes information about provider location, specialties, non-English language capability, etc. The system should support the issuance and tracking of service referrals by counties to members of their internal and external provider networks, which are compliant with the ASC X12N 278 - Referral Certification and Authorization format. Users should be able to customize the referral management screens, including the sort and selection criteria, as well as referral letters that can be sent to clients and providers. It should be possible to upload information electronically to the Provider Registration Database. This component is closely linked to the Authorization Management system, described in section 2.3, when a referral is made and the county is responsible for payment of the services associated with that referral.

Vendor Score:	ID
Comments:	This item is planned for Sharecare functionality within 12 months

2.1.5 Community Resource Database

Allows for the uploading or manual entry of community resources into a searchable database that can be filtered based on user criteria. Counties should have the option of storing these entries in the provider referral database in ways that keep these records separate from the listing of network providers, or in a separate table that has the same lookup and tracking capacities of the provider referral database.

Vendor Score:	ID
Comments:	This item is planned for Sharecare functionality within 12 months

2.1.6 Wait List Management

The system supports the ability to enter prospective clients on a wait list if space is not available for them at a provider that can meet their clinical needs. All wait listed clients will be entered into a user-defined online form that gathers information such as date of entry, referral type, reason for wait list, priority, expected appointment date, etc. The system should be able to track and sort prospective clients by priority to assist in moving individuals into service in the proper order. Information on the wait list screen can be updated as additional data is gathered or client circumstances change. The system generates Request for Service logs, which are available to the state and show the status of clients on the wait list at a given point in time.

Vendor Score:	ID
Comments:	This item is planned for Sharecare functionality within 12 months

2.2 Eligibility Verification

Proposed Product for this Module

What is the software product name(s) being proposed for this module?

ShareCare

Overview

The California Counties have a long history of using sophisticated, automated eligibility processes to ensure that client eligibility is current and accurate. This section describes, in some detail, the expectations that the counties have for supporting the first step in the county billing cycle. Eligibility verification is an important module that is used in several other modules including Managed Care and Practice Management.

Components

2.2.1 Insurance Eligibility Loading

The system supports monthly loading of the Medi-Cal Eligibility Determination System (MEDS) files from the state. The system assures that all eligible enrollees have a new record added to the county system for Medi-Cal eligibility each month, including all retroactive additions to Medi-Cal. The eligibility system should maintain eligibility records for all county eligibles in the state monthly download file, not just individuals who are enrolled as clients. Similar eligibility loading and processing capabilities should be available for Medicare and health plans with whom the county contracts. It is expected that prior to implementation the vendor and the State of California will be compliant with the ASC X12N 270/271 - Eligibility for a Health Plan and ASC X12N 834 - Enrollment and Disenrollment formats.

Vendor Score:	AN
Comments:	ShareCare includes a California-specific module for capturing the MMEF file from the DMH-ITWS and storing countywide Medi-Cal eligible beneficiaries. All data in the MMEF (or a subset at user discretion) including potentially 16 months of Medi-Cal eligibility history, is stored in the Repository, accessible by authorized users. The same underlying technology for mapping and storing MMEF data can be utilized with other payors that offer similar eligibility files to the County.

CALIFORNIA DEPARTMENT OF HEALTH SERVICES (DHS)
ELIGIBILITY SYSTEMS
California DHS Eligibility Systems - Booklet Materials
CALIFORNIA ALCOHOL AND OTHER DRUG PROGRAMS

2.2.2 Automated Insurance Eligibility Determination

Each month, or at a frequency to be determined by the county, the eligibility of registered clients should be evaluated against the downloaded eligibility files and updated as necessary based on a matching algorithm. When the process identifies clients where no prior eligibility had been determined or where the eligibility status has changed, including retro-active updates for clients previously served, users will have the option of updating client insurance records automatically or through computer-assisted manual updates. The process should include assigning or updating the cascade level of insurance plans that have been changed for a client, identifying clients who have lost their insurance coverage, and determining how previous billings should be adjusted. The system shall also support the manual on-line review and update of insurance records for clients with various special handling conditions including: a partial eligibility match requiring investigation, Medi-Cal Share of Cost responsibility, CMSP eligibility, other state aid codes, Medicare, private insurance, and Medi-Cal clients with a different responsible county. Changes made through the automated insurance eligibility determination process should be supported with a complete audit trail.

Vendor Score:	AN
Comments:	ShareCare employs a sophisticated routine that compares client data in the Repository (described in 2.2.1) with registered clients in the County's ShareCare database to arrive at a list of "matches". Users can define the criteria that constitute a "full match" and a "partial match", as well as determine whether to automatically add Medi-Cal eligibility or require user review of special on-line match reports prior to entry. The matching can be limited to clients served within user defined boundaries. The ShareCare routine is also configured to peruse MMEF fields such as aid codes, eligibility status codes, and other coverage codes that target coverage by other payors. In this way, coverage for Medicare, Healthy Families, Minor Consent, and private insurance is automatically determined and can be auto-written or presented as an on-line report for user review and entry.

CALIFORNIA DEPARTMENT OF HEALTH SERVICES
(DHS) ELIGIBILITY SYSTEMS
Short-Doyle/Medi-Cal - How to Determine Eligibility Using MEDS
and the MMEF

2.2.3 Real-Time Eligibility Verification

The system should support a real-time interface to the Medi-Cal Point of Service MEDS database for viewing a client's current eligibility status for Medi-Cal and other included payors. The system should allow a user to poll the system and then easily update a client's eligibility and insurance coverage records if the coverage has changed. For Medi-Cal clients this includes entry of the Medi-Cal Eligibility

Verification Code (EVC) or, in the absence of an EVC, entering the Primary Aid Code and County Code to support the eligibility status. The process also supports easy identification and clearance of a client's Share of Cost obligation, ensuring that those services are not billed to Medi-Cal.

Vendor Score:	AN
Comments:	ShareCare provides easy, real-time access to the Medi-Cal POS MEDS database via ANSI X12N 270/271 transaction format. Required client and provider data is sent to the State for verification. In return, ShareCare retrieves and stores the EVC code, primary aid code, two special aid codes and recipient county code. The full message text containing information about Share of Cost, other coverage, and benefit restriction is also viewable at retrieval.

Using the same mechanism, Share of Cost may be cleared on-line, real-time. A special report is available to allow users to view Share of Cost clearances made during a period (along with associated services), and select services to divert from the Medi-Cal claim. |

CALIFORNIA DEPARTMENT OF HEALTH SERVICES
(DHS) ELIGIBILITY SYSTEMS
Medi-Cal Web Site Quick Start Guide

Features

2.2.4 Eligibility Lookup Access

The system supports easy access to a client's eligibility records for eligibility lookup from various components and modules including Call Logging, Appointment Scheduling, Registration, etc.

Vendor Score:	WU
Comments:	The screen that displays Medi-Cal and other insurance coverage is available as a separate tab within the Consumer Menu, easily accessible from all ShareCare screens. Basic coverage information for all plans is immediately available, with drill down capability to view more detail.

2.3 Care Management

Proposed Product for this Module

What is the software product name(s) being proposed for this module?

Overview

As providers of behavioral health care and Medicaid health plans, California Counties have the responsibility to manage the quality, access, utilization and cost of services that are provided to eligible populations. This section describes the crisis, outpatient, and 24-hour care management requirements of the counties.

Components

2.3.1 Crisis Plans

Supports the development of a user-defined online Crisis Management Plan that is generally prepared by the client and their case manager. If a client goes into crisis this plan is easily accessible to provide guidance to staff on the care team and other providers who have contact with the client.

Vendor Score:	AN
Comments:	ShareCare has a very robust treatment plan module that allows the user to build their own treatment (crisis) plan. Components of the plans include the focus of the plan, measurement criteria, tools used in treatment, resource available for treatment. Additionally, groupings of these variables can be built to form a template that can be re-used for similar plan types.

2.3.2 Crisis Tracking and Management

Provides user-defined screens for tracking crisis episode data including date and time of first contact, referral source, clinical notes about the crisis including user-defined checklists and text-based crisis notes that allow for the recording of diagnosis, level of functioning and other relevant clinical data. Also tracks and allows easy viewing of the services provided during the crisis episode.

Vendor Score:	WU
Comments:	ShareCare employs an "episode/admission" structure. An episode is an over-arching container that can have various admissions underneath it. Since behavioral healthcare clients tend to utilize multiple services within the county, the episode record remains open until all associated admissions for a client are closed. The admission record would be used to track crisis data including diagnosis, notes, etc. Additionally ShareCare has progress notes that would supplement this information.

2.3.3 Authorization Management

Allows for the creation, approval/deferral/denial, issuance, letter generation, tracking and closing of a variety of authorization types (e.g. acute inpatient, residential,

outpatient), which constitute discrete episodes of care, compliant with the ASC X12N 278 - Referral Certification and Authorization format. This includes:

1) County-Issued Internal Authorizations for clients served at county clinics;

2) County-Issued External Authorizations for clients referred to providers in the provider network as part of the county's role as a Medi-Cal mental health plan; and

3) Health Plan-Issued External Authorizations to the county from other health plans and managed care companies, which are approving services to be provided by county staff or contractors.

The system is compatible with multiple payment methods for services provided under an authorization including fee for service, case rate, per diem, etc. The system should support several methods of setting, tracking and providing reminders of service limits for each type of authorization including number of visits or days, number of client or clinician service hours, number of days or weeks, specific service codes, service codes clusters, or specific dollar limits.

The option should exist for linking specific authorization types to insurance plans to aid in the utilization management of those authorizations. As service is provided, actual services are compared with authorized amounts and the system has multiple ways of notifying providers and utilization managers of remaining balances and impending authorization expirations, including during data entry, regular reports and various ticklers.

The authorization system supports user-defined rules for determining whether provider payment for unauthorized services will be pended or paid and whether these services will be billed to a third party payor.

If authorizations are denied because medical necessity has not been met, or if a level of care request is reduced, the system will generate the appropriate Notice of Action letter to the provider and client, alerting them of the denial/reduction and informing them of their due process rights.

Vendor Score:	WU
Comments:	ShareCare provides the user the opportunity to create authorizations in many different ways. The user can create very broad, open ended authorizations or very narrow specific authorizations. The Authorization type is a user defined option list which allows the user to create and track various types of authorizations. Authorizations can be linked to services via the service entry screen. ShareCare also allows an organization to determine when notification should be given to users that an authorization has expired. This information is relayed to the clinician via the homepage functionality.

HOME PAGE

| Home Page | Clinical | Quality Improvement | Program Administration |

Authorizations Expiring

Auth #	Consumer Name [ID]	Authorizer	Facility	Begin Date	End Date	Dollars Remaining	Units Remaining
116	Drew Forest [151]	Bill Blackwell	Allen Arbor Bra	01/01/2001	08/18/2003	N/A	1600

Treatment Plans Expiring

Consumer Name [ID]	Provider Name [ID]	Facility	Start	Expiration
Donna Coates [144]	Bill Blackwell [142]	Allen Arbor Branch Facility	01/01/2003	06/02/2003

Assessments Expiring

Consumer Name [ID]	Provider Name [ID]	Assessment	Assessment Date	End Date
[0]	Bill Blackwell [142]	MSE	01/01/2003	07/25/2003
Greg Dillon [148]	Bill Blackwell [142]	MSE	01/01/2003	07/25/2003

Service Description	Group Therapy	Service Code	101
Authorized Units	[ ]	Current Authorized Units	N/A
Leave to blank to indicate no associated unit amount		Current Authorized Units Remaining	N/A
Unit Allowance	[ ] per SELECT TYPE ▾ ✱	Current Unit Allowance	N/A

Payor Plan	[ ]	**Payor Plan ID**	[ ]		
External Auth Number	[ ]	**Requested Date**	[ ]	**Received Date**	[ ]

Authorization Type	SELECT TYPE ▾ ✱	Authorization Status	SELECT TYPE ▾ ✱
Start Date	[ ]	End Date	[ ]
Action Code	SELECT STATUS ▾ ✱	Reason Code	SELECT REASON
Level of Care Code	SELECT CODE ▾ ✱	Level of Care Description	SELECT DESCRIPTION ▾ ✱
Next Review Date	[ ]		

Authorization Dollar Limit	$[ ]	Current Authorization Dollar Limit	N/A
Leave blank to indicate no associated dollar amount		Current Authorization Amount Remaining	N/A

Organization Name		[None]	Organization ID
Facility Name		[None]	Facility ID
Program Name		[None]	Program ID
Service Provider Name		[None]	Provider ID

*Organization/Facility/Program/Provider parameters
can be defined after the authorization is created.*

Notes
[ ]

2.3.4 Inpatient Tracking and Management

Provides user-defined screens that meet California CSI and OSHPD (described below) and county requirements for tracking key inpatient data including date of admission, referring provider, inpatient case manager, treating psychiatrist, outpatient authorization type, outpatient case manager, and date of discharge, admit and discharge diagnosis, legal status, etc. The system supports the entry, creation and compliance tracking of the California Treatment Authorization Requests or similar locally defined authorization or notification forms, which are generated for inpatient admissions and submitted to the State's inpatient fiscal intermediary or similar party. The system also supports the tracking of episodic data during the inpatient stay such as utilization review notes and user-defined checklists and can produce daily census and bed statistics reports for clients being managed by the county.

Vendor Score:	AN
Comments:	ShareCare captures all data required for CSI and OSHPD reporting, both in user-maintained options files and in the enhanced Admissions module specifically designed for 24 hour programs. Key staff participating in the referral and treatment in the inpatient setting are stored with the Admission record. ShareCare tracks both internal and external authorization data and the user may define how strict the rules relating to an authorization should be. Diagnosis is tracked at Admission, Discharge, and at any point during treatment, and is stored along with the date and person who made the diagnosis.

2.4 Payor/Provider Relations and Management

Proposed Product for this Module

What is the software product name(s) being proposed for this module?

ShareCare

Overview

California counties serve as both provider and health plan managers. This section describes the provider relations and management functional requirements of the counties as both behavioral health providers and Medicaid health plans, including the ability to process provider claims.

Components

2.4.1 Provider Registration and Credentialing

The system must support the development of user-defined screens to register, track and report on Provider Organizations and Individual Clinicians that contract with the counties. The system needs to support the ability to manage both contracted clinicians who are part of the external provider network and employee clinicians who staff the county clinics, 24-hour facilities, and community-based programs. The

system should support the collection of several user-defined clinician characteristics such as location, licensure, language, days and times worked, and specialties. It should also support the credentialing of individual clinicians (internal and external) and the certification of provider facilities. Credentialing and certification data should include effective and expiration dates. When provider organizations and clinicians are registered, the system supports the assignment of providers to specific fee schedules, specific health plans, specific procedure codes, or groupings of these attributes in a manner that is easy to set up and manage on an ongoing basis.

Vendor Score:	WU
Comments:	ShareCare collects extensive provider information including specialties, languages, and multiple addresses/phones. It also has the flexibility to support multiple fee structures, payor arrangements, and the ability to restrict services to certain facilities. Additionally it can handle provider rate exceptions.

2.4.2 Claims Receipt and Processing

The system supports the electronic receipt and manual entry of provider submitted ASC X12N 837 - Health Claims or Equivalent Encounter Information. The system automatically adjudicates claims on a per claim basis. Claims are adjudicated based on user-defined rules including payor eligibility, whether other insurance plans are primary, the existence of an appropriate authorization, coverage for the specific service, service by an authorized provider, covered diagnosis, etc. The system generates electronic and hard copy reports using the ASC X12N 835 - Healthcare Payment and Remittance Advice format.

Most claims received for processing from providers are passed along to the system's billing module so that the county can bill the appropriate payors, including Medi-Cal.

The system can be configured to allow for pending claims for review or to deny the claims if they do not have an appropriate authorization in the system. The user can choose to include or exclude denials and pended claims from Remittance Advice reports and other county-defined electronic transfer files that may be necessary. All claims can be easily viewed via user-defined sort and select options (e.g. by provider, by client, by payor) and view claims display key information including claim status. The system provides appropriate operations reports to support claims receipt and processing including pre-adjudicated batch reports, exception reports, claims ready for payment reports, etc. The Collections Management component described in Section 2.6 can also be used to manage provider claims.

Vendor Score:	ID
Comments:	This item is planned for Sharecare functionality within 12 months

Screen Shot:	Please include a representative sample screen shot of a claims entry screen.

2.4.3 Claims Payment and Adjustment

In some cases counties will be using the claims processing module to cut checks to providers and the system should have an accounts payable module to support this activity. In other instances counties will require only the generation of accounts payable invoices for entry or electronic files for transfer to the county accounting system. The system should produce paper and electronic Explanation of Benefits (EOB) and offer flexibility for user-defined letters to accompany EOBs.

The system supports the entry of claim adjustments where claims that have been entered, adjudicated, approved and paid can be reversed and credit balances cleared, while retaining the historical audit trail. These adjustments will also be included in the Remittance Advices for specific providers/facilities. All entries, including reversals, should be maintained in history and viewable and reportable.

The system supports the entry of payment and denial information from providers related to coordination of benefits where the county is not the primary payor; in many cases this is required prior to county payment of their secondary or tertiary responsibility.

Vendor Score:	AN
Comments:	ShareCare Accounting supports all accounting functions, including processing checks or electronic payments to providers. Functionality to electronically transfer invoice information to the county accounting system will be developed. The system supports adjustments to adjudicated and paid claims and all history of transactions related to a claim are maintained and available for viewing and reporting.

2.4.4 Claims Payment History

History is maintained by vendor for all claims processed through the claims processing module. Contract limits can be tracked by vendor and payor source and processed claims can be applied against those limits. Users can view vendor summary and detail information and the system can generate IRS Form 1099 documents each calendar year end. Information is tracked and can be reported by date of service and claims paid date.

Vendor Score:	AN
Comments:	All transactional data for Vendors is maintained in ShareCare and can be compared against contract limits. ShareCare Accounting generates 1099 forms.

Features

2.4.5 Multiple Contracting Schemes

In the roles of health plans and managed care entities the counties have multiple contracting schemes with organizational and individual members of their provider networks. The system should support multiple contractor agreements that include

services funded by multiple payors with differing benefit designs and multiple provider reimbursement systems such as case rate, fee for service, capitation, and fixed fee payments. Different benefit designs will include or exclude certain services based on diagnosis, coverage, or other attributes. A single provider can have multiple fee schedules based on health plan coverage or population served, including enhanced rates for services based on county-specific criteria such as language. Fee schedules have start and end dates, with history saved to support proper payment of late claims submitted after the end date of a given fee schedule.

Vendor Score: | WU |

Comments: | Multiple contractor agreements are supported by ShareCare |

2.4.6 Provider Communication Management

The system has the ability to record and track communications with provider organizations and individual clinicians including the recording and tracking of notes related to provider requests and complaints as well as contacts initiated by county staff. The system includes a tickler system for ensuring follow-up of outstanding items.

Vendor Score: | WU |

Comments: | ShareCare functionality supports notes and communications with Provider organizations. |

2.5 Practice Management – Administrative Workflows

Proposed Product for this Module

What is the software product name(s) being proposed for this module?

| ShareCare |

Overview

The practice management/administrative workflow functions incorporate a variety of activities that are necessary to identify and register new clients; admit, track services and discharge clients from admissions to particular sites. In addition, this functional area includes client and resource scheduling; and gathering basic financial information needed for billing operations.

It is important to recognize that these traditional "practice management" type functions vary far beyond the clinic model where clients make and keep regular appointments. Rather, services are provided in inpatient, residential, day treatment, adult and juvenile criminal justice facilities, schools, and a wide variety of community-based settings. A significant percentage of services are not delivered on a scheduled basis. The system also requires flexibility to accommodate non-traditional mental health services including services related to psycho-social rehabilitation and wraparound services.

In each county there are a variety of organizational providers that deliver a wide variety of services and each county has the authority to design its systems of service delivery and care management. The majority of state and federal funds are channeled through funding streams:

- Specialty Mental Health Services (SMHS), which is managed through the California Department of Mental Health.
- Alcohol and Drug Program (ADP), which is managed through the California Department of Alcohol and Drugs.

The system should allow for the integration of ADP and SMHS information such that data can be organized, based on the registration of unique clients. Each client record should have the ability to contain ADP and/or SMHS required data and documentation specific to and identifiable by each program. The system should be capable of registering clients to either funding stream while maintaining record security so that confidentiality is maintained for each program.

Components

2.5.1 Client Lookup/Immediate Inquiry

The system supports rapid inquiry to determine if a client is new to the system. Inquiries may be made by name, partial name, alias, birth date, social security number, ethnicity, other query criteria or any combination of criteria. The system uses sophisticated identifier matching techniques including Soundex or similar algorithms to identify the client. If the client is new to the system, the client can be added using the registration processThe inquiry process includes the identification of the client's status, which is user-defined and can include values such as pre-registered, enrolled, wait-listed, discharged, etc. The client status should be automatically updated whenever an event, such as a discharge, occurs.

An easily accessible, user-configurable summary screen displays key "at-a-glance" information for a client including basic registration data, urgent Red Flag information, language requirements, Medi-Cal/insurance eligibility, pending appointments and dates of last service.

Vendor Score:	WU
Comments:	ShareCare provides the user with multiple ways to search for a client- last name, SSN, alternate ID, date of birth, alias names. This is configurable by the organization. Additionally emergency contact information for a client is displayed in Red text for quick access. The system supports CSI reporting requirements for client data such as legal status. Guarantor and multiple payor information is also stored.

Screen Shot:	**Search Criteria**		
	Last Name	Consumer ID	
	First Name	Social Security Number	
	Date Of Birth		

SUMMARY	PROFILE	CONTACT	GUARANTOR	PAYOR	INSURED	DIAGNOSIS	FAMILY ATP

Last Name | Consumer ID

Default Consumer Information

Consumer Name	Ms Donna Coates	System of Care	Mental Health (MH)
Address Line 1	784 Jackson Road	Address Line 2	
City State Zip Code	ANN ARBOR MI 48108	County of Residency	
County of Liability		Telephone Number	(734) 352-2100
Consumer ID	144	Alternate Consumer ID	

Emergency Contact Information

Contact Name	Barbara Coates	Relation to Consumer	Parent
Address Line 1	89562 Penny Lane	Address Line 2	
City State Zip Code	ANN ARBOR MI 48108	Telephone Number	(734) 352-2100

Consumer Guarantor Information

Guarantor Name	Ms Donna Coates	Relation to Consumer	Self
System of Care	Mental Health	Begin Date	01/01/2001
Address Line 1	784 Jackson Road	Address Line 2	
City State Zip Code	ANN ARBOR MI 48108	Telephone Number	(734) 352-2100
Guarantor ID	71	Alternate Guarantor ID	

Consumer Payor Information

Payor Plan Name	Master Insurance Plan	Rank	300
Insured ID Number			
Begin Date	01/01/2001		
Payor Plan Name	BCBS for Ford Motor Company	Rank	500
Insured ID Number			
Begin Date	01/01/2003		

2.5.2 Registration

The system support the development of user-defined registration screens, which include federal, state, and local registration fields in addition to the core fields in the vendor's system. The system must capture data for the following California-specific systems:

- Client and Service Information (CSI) including Client Master File, Periodic, Record Control, and Submission Control data elements.

- California Alcohol and Drug Data System (CADDS) admission record data elements, which is scheduled to be folded into the California Outcome Monitoring System (CalOMS) in October 2004.

Vendor Score:	WU
Comments:	ShareCare supports CSI and CADDS registration fields. The user may configure the screens so state reporting data is displayed in purple on the screen for easy identification. It is expected that CalOMS will be supported as the CADDS system is being phased out.

Screen Shot:

SUMMARY   PROFILE   CONTACT   GUARANTOR   PAYOR   INSURED   DIAGNOSIS   FAMILY ATP

Lookup   Name   Address   Telephone   Demographics   Accommodations   Identification

Gender	F - Female	✱	Marital Status	Single	✱
Number of Dependents	12		Residential Living Arrangement	Apartment	✱
Legal Status	Incarcerated	✱	Military Status	Non-Military	✱
Occupation Type	Professional	✱	Employer	Masters Engineering Inc.	
Employment Status	Full Time Employed	✱	Date Retired		
Citizenship	United States of America	✱	Hispanic Origin	No	✱

Race
Race   SELECT A RACE ✱   Add
Race

Ethnicity
Ethnicity   SELECT AN ETHNICITY ✱   Add
Ethnicity
White/Caucasion   Delete

Language   Speaking Proficiency   Reading Proficiency   Primary
SELECT OPTION ✱   SELECT OPTION ✱   SELECT OPTION ✱   Add

MEDICAL HISTORY   PAIN   NUTRITION   PERIODIC SUMMARY   DD   PSYCHOSOCIAL   CADDS

Lookup   CADDS   Ownership

Psychosocial

Legal Status	Incarcerated	✱	Employment Status	Full Time Employed	✱
Number of Children in Household	3		Number of Children Under 3		
Arrests in Past 24 Months	0				
Number of Prior Admissions			Number of ShareCare Admissions	0	
Medication Prescribed	SELECT AN OPTION	✱	Dual Diagnosis	SELECT AN OPTION	✱
Disability	SELECT OPTION(S) / Developmentally Disabled / Hearing	✱	Consumer Adhered to Treatment	SELECT AN OPTION	✱

Pregnancy

Pregnant at Admission	SELECT AN OPTION	✱	Pregnant During Treatment	SELECT AN OPTION	✱
Pregnancy Status	SELECT AN OPTION	✱	Delivery Date		
Pregnancy Termination Date			Pregnancy Termination Reason	SELECT AN OPTION	✱

Special Services Contract

| County Number | | | Contract Number | | |

Show

Alcohol & Drug Use

CALIFORNIA DMH CLIENT AND SERVICE INFORMATION SYSTEM (CSI)

Complete User Manual

CALIFORNIA DHS, DMH AND ALCOHOL AND DRUG PROGRAMS (ADP) HIPAA IMPLEMENTATION

California Outcomes Monitoring System Department of Alcohol and Drug Programs

California Alcohol and Drug Data System (CADDS) Instruction Manual

2.5.3 Duplicate Checking & Merge

When it is determined that a client has erroneously been registered with two identities the system supports a function which will allow a system manager to merge the client data including all services, charges, payments, adjustments and accounts receivable balances. A single ID number will be retained and all data from the incorrect ID number will be merged. A history of past merged records will be retained for system manager inquiry.

Vendor Score: | WU/ID

Comments: | ShareCare supports duplicate checking. Duplicate checks are done based on consumer name, date of birth, SSN. Client merge functionality is on the development roadmap.

2.5.4 Financial Information

A financial assessment process collects all standard eligibility information from clients. Authorized users collect information required for Medi-Cal, Medicare, and Third Party Insurance. During the financial assessment process, the system makes on-line access to Medi-Cal eligibility data to determine Medi-Cal eligibility. The system collects income, various categories of expense, family size, family member information, and assets to comply with the Uniform Method to Determine Ability to Pay (UMDAP) system as well as California Drug and Alcohol Payor Financial Information, where appropriate. The financial assessment process prompts for and can produce printed forms to be given to clients at the conclusion of the financial assessment.

Vendor Score: | WU

Comments: | ShareCare makes the financial assessment process simple and straightforward for users. First, a guarantor (responsible party) is assigned – and if it is the same as the client (the most common scenario), the user simply clicks on "Self-guarantor", and ShareCare automatically fills in name, address, and phone number of the client as the guarantor. Then, the Family ATP screen collects basic ingredients required to assess the annual UMDAP: income, assets, expenses and number of dependents. This information is used to automatically calculate the annual UMDAP amount per the State's UMDAP Fee Schedule, which is stored in the background. UMDAP's concept of an annual fee based on family is incorporated in ShareCare through the creation of a family record to which individual clients who are family members are attached. In this way, all services provided to all family members accrue to a single family UMDAP amount.

In adjoining tabs, users enter all Medi-Cal and other insurance information required to initiate the claiming process, and verify Medi-Cal eligibility on-line.

2.5.5 Sliding Scales

The system can be configured to support multiple sliding scales including annual deductible, percentage discount, fixed dollar discount, etc. Financial Information collected in item 2.5.4 is used to place the client on the appropriate sliding scale and calculate the client and family financial responsibility. Scales consistent with local requirements and California regulations can be configured including the Uniform Method to Determine Ability to Pay (UMDAP) and California Drug and Alcohol Payor Financial Information systems. The system should provide the flexibility to accommodate a change in financial status and sliding scale liability with an effective date of the change.

Vendor Score: | AN |

Comments: | See response in 2.5.4. ShareCare supports multiple sliding scales, including the UMDAP annual deductible and variations of sliding scales used by California Drug and Alcohol programs. Since we support clients nationwide we have adapted our system to handle a variety of sliding scales based on state requirements. |

2.5.6 Medi-Cal Eligibility Referral Support

The system provides a financial assessment screening process that collects appropriate information regarding indigent clients who may be potentially Medi-Cal eligible. Potential eligibility criteria may be configured by the system administrator in support of current California eligibility criteria. When clients match the potential criteria, the financial interviewer is advised immediately and a potential eligibility referral letter to the local Social Services Office is prepared by the system.

Vendor Score: | CN |

Comments: | The ShareCare Assessments feature can be configured to capture financial information for use in determining Medi-Cal eligibility. |

2.5.7 Admission – Discharge - Transfer

Clients may be admitted to and discharged from organizational providers through a user-defined online admission/discharge form, which can be customized for different

types of provider organizations. Admission and discharge data can be collected to meet the requirements of the Client and Service Information (CSI), California Alcohol and Drug Data System (CADDS), California Outcome Monitoring System (CalOMS) and Office of Statewide Health Planning and Development (OSHPD) systems. The system will allow authorized users to transfer an admission from one organizational provider to another or copy the pertinent information from an existing admission to another to reduce required data entry.

Vendor Score:	WU

Comments:	ShareCare tracks admission, discharge and transfer data. It supports CSI, OSHPD and CADDS data. Data required for CalOMS is in the development path.

EPISODES	ADMISSIONS	DIAGNOSIS	AUTO CLOSE	NJ USTF ACCEPTANCE	NJ USTF TERMINATION

Lookup | Admission | Accident Information | Service Summary | Additional Discharge Info | Other Admis

Admission Date	01/01/2001	Admission Reason	Medication Problem ▾
System of Care	Mental Health (MH)	Admission Type	Planned ▾
Facility Name	Allen Arbor Branch Facility	Facility ID	41
Program Name		Program ID	
Place of Contact	Out-Patient Program ▾	Primary Record Holder	SELECT STATUS ▾
Primary Service Provider	Blackwell	ID	142
Physician		ID	
Service Coordinator		ID	
First Illness Date			
Special Program Code	SELECT AN OPTION ▾		
Referred From 1	Primary Therapist ▾	Referred From 2	SELECT AN OPTION ▾
Referred From 3	SELECT AN OPTION ▾		
Referring Physician Last Name		Referring Physician First Name	
Referring Physician UPIN Number		Referring Physician Provider ID	
Referring Facility Name		ID	
Codependant/Significant Other	SELECT AN OPTION ▾		

EPISODES	ADMISSIONS	DIAGNOSIS

Additional 24-Hour Data | Accident Information | Service Summary | Additional Discharge Info | Other Admis

Principal Procedure Description		Principal Procedure Code	
Principal Procedure Date			
A Procedure Description		A Procedure Code	
A Procedure Date			
B Procedure Description		B Procedure Code	
B Procedure Date			
C Procedure Description		C Procedure Code	
C Procedure Date			
D Procedure Description		D Procedure Code	
D Procedure Date			
Principal E-Code		Principal E-Code Description	
A E-Code		A E-Code Description	
B E-Code		B E-Code Description	
C E-Code		C E-Code Description	
D E-Code		D E-Code Description	
E E-Code		E E-Code Description	
F E-Code		F E-Code Description	

CALIFORNIA DMH CLIENT AND SERVICE INFORMATION SYSTEM (CSI)
Complete User Manual

CALIFORNIA DHS, DMH AND ALCOHOL AND DRUG PROGRAMS (ADP) HIPAA IMPLEMENTATION
California Outcomes Monitoring System Department of Alcohol and Drug Programs
California Alcohol and Drug Data System (CADDS) Instruction Manual

CALIFORNIA OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD) REPORTING REQUIREMENTS
CA OSHPD Reporting Requirements - Booklet Materials

2.5.8 Episode Tracking

The system has the ability to define and track episodes of care for clients based on state and local definitions of episodes. This includes: tracking all of the care provided to an individual within a given service area, by a specific provider, during a given time period (e.g. a client could have mental health and an alcohol drug episodes open at the same time and services would be tracked separately). Separate episodes could be tracked for outpatient services and an admission to an inpatient facility during the same time period, or multiple outpatient episodes may exist concurrently; and episodes could be flagged for closing if a predetermined period of no service occurred. It will also allow for post discharge follow-up and surveys; these clients may be completely closed to the System of care, but will require some level of activity in order to track follow-up activities.

Vendor Score:	WU
Comments:	ShareCare's structure is that of episodes and admissions. An episode is a container for multiple admissions. Additionally it has an additional construct of "System of Care". This allows counties that have both Mental Health and Alcohol and Drug programs to keep episodes for these two systems either separate, or combine them (system configurable). Our experience in California indicates that in some counties these programs are distinct and counties want the data separate, and other counties will combine the data. Our system is unique in allowing the system setup to accommodate either of these scenarios. So for a client seen in Mental Health, they may have one MH episode with multiple admissions (Group, Individual Therapy, Day Treatment) under the episode. The same client could also be seen in the ADP system and have a separate episode for ADP with multiple admissions under that episode.

2.5.9 Intake Assessment

The system offers various standard intake assessment instruments including optional 3rd party licensed assessment tools. The system also supports the creation of user defined intake assessment forms. The intake forms can be designed to display current data in the system, such as demographic items. The intake form can be designed to include various types of data including: free text, multiple choice, and drop down menu items.

Vendor Score: AN

Comments: ShareCare has available a suite of assessments that can be used as an intake assessment. These include a Mental Status Exam, Pain, Nutrition, CADDS, etc. Custom assessments can be created by the Echo Group. The customer has the ability to configure the assessments to some extent.

Screen Shot:

SUMMARY	MSE	DRUG & ALCOHOL	MEDICAL HISTORY	PAIN	NUTRITION	PERIODIC SUMMARY

Lookup   Assessments   Evaluations

Date	Assessment	Source	Author	Transcriber	Complete	Status
08/06/2003 1:35 PM	MSE	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
01/01/2003 11:52 AM	MSE	One-on-One Interview	Bill Blackwell	Melissa Cota	YES	DRAFT
05/30/2003 9:48 AM	Drug & Alcohol	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:49 AM	Medical History	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:51 AM	Nutrition	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:50 AM	Pain	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:53 AM	DD	One-on-One Interview	Melissa Cota	Melissa Cota	NO	DRAFT
05/30/2003 9:52 AM	Periodic Summary	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:57 AM	Psychosocial	One-on-One Interview	Suzanne Kuebler	Melissa Cota	NO	DRAFT
01/01/2003 11:53 AM	CADDS	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
01/01/2003 11:53 AM	CADDS	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT

2.5.10 Diagnosis Management

The system accepts either DSM IV or ICD-9 diagnoses as determined by the system administrator. The system supports cross-walk tables to translate the diagnoses from one classification scheme to another. It can also track multiple diagnoses based on user-defined criteria, such as admission diagnosis and discharge diagnosis.

Vendor Score: WU

Comments: ShareCare supports both DSM and ICD codes. A diagnostic cross walk can also be utilized. The system maintains full diagnostic

history on all clients.

2.5.11 Appointment Scheduling

The system offers a full appointment scheduling system which allows for rapid entry and retrieval of client appointments with staff. The system is designed to support a front-desk environment that is common to busy public sector clinic settings. The system supports common inquiries such as "find first available appointment for Dr. X". Staff profiles of availability can easily be maintained, noting available and non-available hours. Daily rosters of appointments and "chart pull" lists can be generated on demand. The system should have the flexibility to allow appointment scheduling several months in advance to accommodate medication management and other services that are scheduled in. The system should also have the functionality to allow for entry of recurring appointments. Appointments can be made for clinicians, rooms, other facilities, vehicles, etc. Integration with commonly available appointment scheduling or calendaring software would be desirable.

Vendor Score:	AN
Comments:	ShareCare has an appointment scheduling module that supports individual and recurring appointments. It provides scheduling for resources (such as rooms, interpreters, etc.). Additionally it provides a search for upcoming appointments by client. The appointment module also supports the entry of an authorization and service code at the completion of an appointment.

Screen Shot:	

2.5.12 Service Entry

Data entry screens must be configurable to meet the California billing requirements, including collection of minutes of service, co-therapist information, and number in group for outpatient services. The system supports a variety of data entry methods that are typically performed by non-clinical support staff. These data may be entered from various paper documents. Data entry methods are designed to allow maximum efficiency for outpatient, day treatment, and 24-hour programs. This includes single service entry screen, usually connected with outpatient and case management services; multi-client and/or multi-service log entry; and service entry for 24-hour programs that allows for the rapid service recording of a daily census. Users are notified of missing or expired authorizations for service during the data entry process.

Vendor Score:	WU
Comments:	ShareCare provides both group and individual service entry screens. The service entry screen is used for all types of service entry. It also has the ability to "set common data elements" for rapid service entry. California billing requirements are supported as well as authorization edits.

Screen
Shot:

| SERVICE ENTRY | GROUP SERVICE ENTRY | GROUP SETUP | EDIT SERVICES | DIAGNOSI |

Authorization
Number

Facility ___ ID ___

Incident to
Provider ___ ID ___

Site ___ ▼ Elapsed
Time ___

Service ___ Code ___

Ancillary ⌐

Consumer ___

Program ___

Provider ___

Begin
Date 08/18/2003

Place of
Service ___

| Ignore Row | Auth Number | Consumer | ID | Facility | ID | Program | ID |
| 1. ⌐ | | | | | | | |

| Provider | ID | Incident to Provider | ID | Site | Elapsed Time |

| Begin Date | Begin Time | Range Entry | Service | Code | Place of Service | Units |
| 08/18/2003 | | ⌐ | | | | ▼ |

| SERVICE ENTRY | GROUP SERVICE ENTRY | GROUP SETUP | EDIT SERVICES | DIAGNOSIS |

Group Service Entry - Step #1
(Add basic group service information)

Start Date	8/18/2003		Start Time	
Elapsed Time			Units	
End Date	8/18/2003		End Time	

Group Name			Group Code	
Facility Name			Facility ID	
Program Name			Program ID	
Service Description			Service Code	
Place of Service	SELECT AN OPTION ▼		No-Show Service	Select ▼

Comments

2.5.13 Crisis Service Entry

The system provides a data entry screen to support the admission, discharge and recording of services for a crisis service. This process combines multiple functions to allow for the efficient processing of clients who are opened and closed on the same day.

Vendor Score: WU

Comments:	See response for 2.5.12- additionally the system edits for a valid admission record based on rules established at implementation.

Screen Shot:	Same as above 2.5.12.

2.5.14 Service Validations

As services are entered in to the system, essential validations are immediately performed. Each service performed by an identified staff person is automatically checked to confirm the credentials are appropriate to the service rendered. Also, services are checked to determine valid time durations and location of service. Duplicate service entry checks are performed. Validation tables are easily maintained by staff responsible to assure compliance with local, State and Federal regulations. Error notification is immediate at time of data entry and "batch" error listings after services have been entered are minimal.

Vendor Score:	WU

Comments:	ShareCare validates that a provider is authorized for a particular facility/program at the time of entry. Additionally duplicates are checked based on rules established by the user at system setup.

2.5.15 Group Service Management

The system supports the efficient management of group services. Groups can easily be created, clients added and deleted from particular groups. When services are entered for a group, all group members are displayed for rapid data entry. Therapist and co-therapist time may be recorded. In addition, it must allow for the therapist and co-therapist to have different billing times including different documentation time per client. Participants in the group may be coordinated by several different teams within the same agency.

Vendor Score:	AN

Comments:	ShareCare supports group service entry by allowing users to create groups of consumers and providers. Time can be entered for each provider present and California billing rules for staff time can be utilized.

2.5.16 Indirect Services

The system offers the ability to record a variety of staff services that are not linked to individual clients. The nature of such services is configurable by the system administrator. They may include education, prevention and various community services for persons who have not been registered as clients. A variety of over-head activities including administration, supervision, training, QI, record keeping and other activities may be tracked by staff person.

Vendor Score:	WU

Comments:	Every County tracks a variety of indirect services, both State defined and local. In ShareCare, each county defined service code must be identified as Direct or Indirect. Services marked as Indirect do not require the same validations at service entry as Direct services. To make it easy for data entry staff, the same service entry screen is used to record both Direct and Indirect services. However, Indirect services can be entered without entering a client name/identifier.

Screen Shot:	

PROCEDURE CODES   SERVICE CODES   EXCLUSION RULES   ROUNDING RULES   CLAIM NUMBER   BILL F

Service Code   Other

Service Lookup

Service Description |_____| Service Code |____|

Service Description	|_____|	Service Code	|____|
Service Type	SELECT A SERVICE TYPE ▼	No Show Service?	☐
Authorization Required	YES ▼	Billable Service	YES ▼
Direct/Indirect Type	SELECT A TYPE ▼	Type	SELECT A TYPE ▼
Unit Description	SELECT A TYPE / Direct / **Indirect** TION ▼	Allow Multiple Units	YES ▼
		Allow Billing Rollup	NO ▼
Default Elapsed Time	|____|	Default Units	|____|

Bill Format when 'HCFA 1500 + UB92'
Format specifed by Payor:
    ⦿ HCFA 1500
    ○ UB92

Bill Format when
'HIPAA 837 Professional + Institutional'
Format specifed by Payor:
    ⦿ Professional
    ○ Institutional

Authorization Unit Rounding Rule: SELECT A ROUNDING RULE ▼

Default Procedure Code

Procedure Name |_____| Procedure Code |_____|

2.5.17 Incident Tracking

The system administrator can create a variety of critical incident types that can be easily entered and retrieved. Follow-up responsibility and other configurable fields allow local policy for incident reporting to be supported by this system feature. Administrative alerts can be configured in coordination with the incident tracking function.

Vendor Score:	WU

Comments:	Share functionality supports incident tracking for Consumers. The Workflow Processor is used to trigger administrative alerts for incident tracking.

2.5.18 Personal Task List

All system users are offered an on-line personal task list that includes items which may come from varied sources including: client appointments for the day; staff meetings; QI reminders on record problems; alerts generated based on local policy and procedures (e.g. time to renew a treatment plan). The personal task list may be interfaced with products such as Outlook and Lotus Notes.

Vendor Score: WU

Comments: The appointment-scheduling module of ShareCare provides the ability to enter personal tasks. Additionally ShareCare has a "Home Page" which alerts clinicians of treatment plans and authorizations or tasks that need review/completion.

Screen Shot:

SCHEDULE	TASKS	AVAILABILITY
Daily View	Weekly View	Current View

Tasks for: Bill Blackwell (provider)

Type	Name	Priority	Status	Due By	
Other	Create BCBS Billing Run	High	Pending	08/07/2003	5:00pm
E-Mail	E-Mail Team Meeting notes	High	Pending	08/07/2003	5:00pm
Phone Call	Call Bob Jones	Normal	Pending	08/07/2003	3:00pm
Writing	Prog Notes for the week	Low	Pending	08/07/2003	2:30pm
Phone Call	Call BCBS	Normal	Pending	08/07/2003	12:00pm

2.5.19 Census Tracking/Bed Control

The system supports the tracking of clients by unit, room and bed including midnight bed checks; this system can be used to generate daily room charges. This component tracks facility capacity and documents bed availability.

Vendor Score: AN

Comments: Capacity and availability is maintained at the Provider Program level in ShareCare

2.5.20 Dietary Tracking

The system supports the tracking of dietary requirements for each patient by unit, room and bed and creates dietary orders for the kitchen based on the dietary orders.

Vendor Score: NA

Comments: Not Planned

2.5.21 Property Inventory

The system supports the recording and tracking of client valuables that are held on each unit of an inpatient or residential facility.

Vendor Score: | NA

Comments: | Not Planned

2.5.22 Policy & Procedure Documentation

The system includes the ability to load, search and retrieve documentation related to local policies and procedures. These policies and procedures can be linked to the related data screen entry screens. All policy and procedure information can be edited and managed using Microsoft standard text processing capabilities.

Vendor Score: | WU

Comments: | ShareCare allows for the editing of online help files. This feature could be used to incorporate county specific policies. Online help files are accessed at the individual screen level.

Features

2.5.23 Client Focused Data Collection

As clients are registered and or admitted for service, depending on each client's characteristics, they may require data appropriate for their diagnosis, age, or service setting. Also, the client may be eligible for a particular categorical funding or grant. In such situations policy may require special data to be collected. The system can be configured to support such client focused data collection. Thus, for example, as a client is being admitted for alcohol problems, the information system will automatically prompt for particular data items required by ADP regulations. If a client is admitted to a SMHS program, data required by DMH will be collected.

Vendor Score: | WU

Comments: | ShareCare supports the various California state requirements such as CSI and allows user to color code state specific fields in purple so users can record them as appropriate at the client level.

2.5.24 Alias Names

During the registration process, the system will cross check name inquiries to identify alias names. Clients may have multiple alias names as well as other multiple Personal Identifierers such as Date of Births (DOB), Social Security Numbers, etc.

Vendor Score: | WU

Comments: | ShareCare supports the capture of multiple alias names on a client.

2.5.25 Service linkage to progress notes

For users that have implemented the system's progress note function, the system can automatically generate a service transaction that is linked to a progress note entered and signed by a clinician. Progress notes that have been pended by the clinician or by a clinical reviewer will be held and not forwarded to the billing system. This automatic generation feature may be "switched" on or off by the system administrator. The feature may be enabled or disabled for particular organizational providers or particular clinical staff.

Vendor Score:	AN
Comments:	ShareCare can be setup to require the entry of a progress note at the completion of a service. Additionally edits can be turned on to prevent a service from billing unless a progress note is entered. This would be a global system setting.

2.6 Practice Management – Billing and Accounts Receivable

Proposed Product for this Module

What is the software product name(s) being proposed for this module?

ShareCare

Overview

Over a period of 25 years, the current legacy practice management packages used by the counties have been tailored to meet the detailed billing and reimbursement requirements of the California Specialty Mental Health Services (SMHS) and Alcohol and Drug Program (ADP). Historically, legacy systems have been focused on accurate and timely Medi-Cal claiming and reimbursement. New solutions are expected to meet or exceed these capabilities, provide sophisticated functionality for managing Medicare, private insurance and client billing, and comply with the HIPAA ASC X12N transaction set requirements.

Components

2.6.1 State of California Billing Structure

The system must provide a data structure to capture provider, mode, service function code and procedure code. Provider code will be either a numeric or an alphanumeric code which may translate to an individual private practice clinician, or an agency composed of several clinicians. The agency may be county operated or a contract facility. All such organizations or entities will have a provider code.

- Mode is a 2 digit numeric code that is used to categorize programs and services at a high level. For example a mode "05" is used to label the mode of treatment using 24 hour services; 10 is used for day treatment. The mode is typically associated with a provider code. (For example a certain facility (provider) does 24 hour services (mode 05).

- Service Function Code is a term that describes a way to categorize services which occur within a particular mode of treatment. The service function codes are two digit numeric codes. For example, within an outpatient mode (mode 15), there are different service function codes for case management (01-09), individual or group (30-59) and medication services (60-69).

- Procedure Codes are the lowest level, user defined codes used by line staff to categorize the precise service delivered to the client. Thus an outpatient mode can have a service function code for individual therapy and there may be several types of individual therapy that are identified with a unique procedure code.

The system has the capability translate the California billing structure into the ASC X12N 837 - Health Claims or Equivalent Encounter Information format for billing and transferring the ASC X12N 835 - Healthcare Payment and Remittance Advice837 data into the California billing structure. Translations exist for fields including mode of service code, minutes of service, number in group, clinician ID, and co-therapist ID.

Vendor Score:	WU
Comments:	ShareCare fully supports the California billing structure and was designed by staff with vast experience in California Medi-Cal billing. Transaction sets 837 and 835 will be supported.

CALIFORNIA DEPARTMENT OF MENTAL HEALTH (DMH)
MENTAL HEALTH SYSTEM OVERVIEW AND BILLING
REQUIREMENTS
California DMH Mental Health System Overview & Billling
Requirements - Booklet Materials

2.6.2 State of California Medi-Cal Billing Rules

The system supports the development of a variety of billing rules for specific services and programs. A basic California requirement is the availability of billing logic that supports the calculation of charges based on the standard rate per minute multiplied by the number of total therapist minutes (primary and co-therapist(s) totals), divided by the number in group. The system will allow for multiple staff to bill on one client, such as during a case conference, or crisis event. Other examples include the rule that an Alcohol and Drug Program group service requires a minimum of four clients and a maximum of ten clients and if more than 10 clients are present the system will automatically generate specific no-bill codes for the excess clients; and Medi-Cal drug and alcohol invoices that exceed 200 minutes should be rounded down so the billing total equals the 200 minute maximum. The system also supports the entry of the Medi-Cal lock-out matrix that controls what can and cannot be billed, depending on where the client has been admitted. For example, if a client is in an inpatient facility, all outpatient services except case management under certain circumstances cannot be billed. The goal in scripting these California specific billing rules is to

provide flexibility in creating the rules as they are required rather then any attempt to identify and support all current rules.

Vendor Score:	WU
Comments:	ShareCare supports most of the Medi-Cal billing rules identified, including California's unique billing method for group services, multiple staff participating in a single service event, the ADP 200 minute rule. Flexible duplicate service edits may satisfy the needs for Lockout monitoring. It is our experience that some rules are best applied by enforcement of management policy rather than strict system edits.

CALIFORNIA DEPARTMENT OF MENTAL HEALTH (DMH) MENTAL
     HEALTH SYSTEM OVERVIEW AND BILLING
     REQUIREMENTS
     California DMH Mental Health System Overview & Billling
     Requirements - Booklet Materials

CALIFORNIA ALCOHOL AND OTHER DRUG PROGRAMS (ADP)
CLAIMS PROCESSING AND REPORTING REQUIREMENTS
California ADP Claims Processing and Reporting Requirements - Booklet
Materials

2.6.3 Electronic Billing and Remittance Advices

The system has the capability to electronically submit claims to Medi-Cal, Medicare, major insurance carriers within the State of California utilizing the ASC X12N 837 - Health Claims or Equivalent Encounter Information and to receive payments electronically via the ASC X12N 835 - Healthcare Payment and Remittance Advice. Can produce paper claims for any service transaction on-demand or in a batch mode. This includes claims which are forwarded electronically to the county from contract providers for submission to payors and the corresponding forwarding of remittance advices back to the contract providers.

Vendor Score:	AN/ID
Comments:	ShareCare produces ASC X12N 837 claims and accepts ASC X12N 835 remittance advice for the County, in the role of provider of service. The production of paper HCFA1500 and UB92 claims is also supported. Claims can be generated on an individual client basis or in batch. The module supporting the County in the role of payor, accepting 837 format claims and producing 835 remittance advice is currently in development.

2.6.4 Manual Billing and Remittance Advices

The system has the capability to generate paper-based claims in HCFA-1500, UB-92 and user-defined formats. The system can also support the manual data entry of payments that are not received electronically.

Vendor Score:	WU

Comments:	ShareCare allows an organization to create several different formats, paper and electronic. Each of the available formats can be customized by the organization to fit their needs. ShareCare supports the production of paper HCFA1500 and UB92 claims, and a flat file. ShareCare readily accepts payments entered manually as well as electronically.

2.6.5 Authorization System Linkage

The system should be user-configurable to allow certain authorization types in the Authorization Management component to control whether an entered service is billed to a third party payor. In this instance, if a provided service does not fall within the parameters of an existing authorization for a client (e.g. date range, provider, service code) the claim will be pended and listed on an error report or tickler for follow-up.

Vendor Score:	WU

Comments:	ShareCare can be configured to have either very tight edits on authorizations, or less restrictive edits depending on county needs. Global variables can be defined to restrict or allow users to proceed if services do not fall within the authorization. Additionally the system supports "clusters" on authorizations. In this case a client could be eligible for any service that fell within a pre-defined cluster of services.

2.6.6 Multiple Payors, Fee Schedules and Reimbursement Methods

The system supports multiple payors for a client and the tracking and management of benefit limits, deductibles, copays, and covered and non-covered services for specific plans. The system also supports multiple fee schedules by payor including state-specific fee schedules such as the Medi-Cal AB3632 fee for service billing for children identified with a severe emotional disorder via a separate payor source with specific billing/adjust rules for that program. The system supports easy updating of all clients with coverage under a specific plan to address benefit plan changes which may occur. The system also supports the management of multiple reimbursement methods including fee for service, case rates, per diem, capitation and grant-in-aid, and the bundling and unbundling of service codes by payor. For example, certain services have to be bundle-billed to Medi-Cal, but those same services must be individually billed to Medicare and private insurance.

Vendor Score:	WU
Comments:	ShareCare supports multiple payors, fees, and reimbursement models. It allows the user to setup the hierarchy of payors for a particular client. It also allows the user to set up billing rules such as a service may be covered if provided at one place of service (office) but denied if provided at a different place of service (jail). Capitated, fee for service, and per diem billing are supported.

2.6.7 Retroactive Medi-Cal Billing

The system utilizes retroactive enrollment data to produce Medi-Cal claims for services originally billed to other sources that are now Medi-Cal eligible and make the proper adjustments to the relevant revenue, receivable and adjustment accounts. The system uses a similar process for Medicare and private insurance companies when coverage changes occur. The system can retroactively bill these plans based on plan-specific retroactivity dates. For example, Medi-Cal services can be retroactively billed 12 months from the date of service and Healthy Families 24 months.

Vendor Score:	WU
Comments:	ShareCare supports retroactive billing to all payor sources. When coverage is discovered after the service has been billed, the invoice is voided and re-created with the current information, thus preserving the original and re-created invoices for audit purposes.

2.6.8 Grant Billing

The system supports the setup of grant funding sources as quasi-insurance companies where clients who have no other coverage and meet funding sources eligibility requirements can have their services cascade to either a specific grant source (quasi-insurance company) or to a funding source group that may be billable to multiple grant sources. The system is configurable so that these charges can either be posted as outstanding accounts receivables that will be cleared by grantor payments, or

automatically written off to a specific adjustment account. The system should be able to track and report on the grant eligibility of all visits provided to individuals who are eligible for these funds.

Vendor Score: | AN

Comments: | ShareCare is generally flexible enough to provide an appropriate structure for handling tracking and billing for grants. However, "Grant Billing" covers a lot of territory, sometimes involving very complicated rules and specifications. Sometimes, the appropriate structure is to establish a unique "facility", or a special program (the Homeless program) within a facility. Other grants may fit better with the establishment of a special insurance plan – perhaps set up as first or last payor, or as a capitated plan. Exclusion rules may need to be employed to restrict billing to a selected set of service codes or staff members. A careful evaluation of the requirements of a specific grant is necessary to determine the best structure for setup in ShareCare to achieve the desired output.

2.6.9 Client Billing

The system properly calculates, bills and tracks: client co-pays and deductibles; the California Uniform Method for Determining Ability to Pay (UMDAP) annual family deductible system; the California Alcohol and Drug Program sliding scale requirements that include billing a pre-calculated monthly total, a pre-calculated per episode total, or per visit charges (depending on service type); other user-defined sliding scales; and the ability to support budget payment plans. The system supports the adjustments to outstanding balances and the annual UMDAP liability. The system can properly track Medi-Cal clients, who are currently not subject to copayments and deductibles.

Vendor Score: | WU

Comments: | ShareCare supports client billing and UMDAP rules. Additionally there is Share of Cost functionality in the system.

CALIFORNIA DEPARTMENT OF MENTAL HEALTH (DMH) MENTAL
        HEALTH SYSTEM OVERVIEW AND BILLING
        REQUIREMENTS
        California DMH Mental Health System Overview & Billling
        Requirements - Booklet Materials

CALIFORNIA ALCOHOL AND OTHER DRUG PROGRAMS (ADP)
CLAIMS PROCESSING AND REPORTING REQUIREMENTS
California ADP Claims Processing and Reporting Requirements - Booklet
Materials

2.6.10 Client Statements

The system can produce user-defined client statements on demand and on a cycle basis (e.g. every month) and has the capability of disabling the production of statements for any client and the ability to classify clients into categories for which the user will have control over the decision to print statements (e.g. when the cost of billing exceeds the potential revenue to be billed client may not be sent statements, and clients who have Medi-Cal coverage should not receive statements). The system supports the identification of which party should receive statements, such as directly to the client/guarantor, the client's conservator, or both. Client statements production supports the entry of user-defined dunning and thank-you messages based on specific payment or non-payment rules. Statements can be printed in detail or summary format based on user-defined rules.

Vendor Score: WU

Comments: ShareCare generates client statements and they may be configured to be produced at the entity, organization, or facility level. For example if the client is seen at multiple facilities within the county Mental Health system they can receive one bill rather than multiple bills. Users can determine when the statements are generated and can customize statement messages.

Screen Shot:

Statement of Account
Lodi Clinic

Statement Date:	07/14/2003
Statement Period:	07/01/2003 - 07/14/2003

Total Guarantor Balance:	$127.00
Minimum Amount Due:	$127.00
Due Date:	08/13/2003

Umdap, Annual [1154]
1 Poverty Road

Oakland, CA 00000

Family Ability to Pay, Total:	$177.00	Paid:	$50.00	Remaining:	$127.00

			Charges	Payments/ Adjustments
Statement Balance Forward			$76.20	
Consumer Name: Umdap, Annual [1239]				
Facility Name: Lodi Clinic				
Current Activity				
Individual Therapy [841]		07/02/2003	$114.30	
Guarantor	7/2/2003	Adjustment: Ability To Pay		$63.50
			$190.50	$63.50

Estimated Balance from Payors:	$0.00
Balance Forward Due from Guarantor:	$76.20
Current Activity Guarantor Balance:	$50.80
Total Statement Balance:	$127.00

Total Guarantor Balance:	$127.00
Minimum Amount Due:	$127.00
Due Date:	08/13/2003

Remit Payment To: Lodi Clinic
                    1200 W. Tokay Street, Ste 5

                    LODI, CA 95240

Our records show you are responsible for payment in full for services received.

2.6.11 Revenue Recognition and General Ledger Posting

The system generates revenue, contractual allowances and sliding scale adjustments for each service from all sources at the time of entry based on the billing rules entered for insurance companies and self-pay clients. All charges are recorded at standard fees and any contractual allowances or sliding scale discounts are recorded as adjustments to the standard fees. These entries can be posted to the county's general ledger via hard copy or electronic posting reports, which can be summarized based on user-defined criteria including subtotals by payor, payor class, program, location, etc. The system supports the entry and proper tracking of multiple adjustment codes including contractual allowances, sliding scale discounts, and bad debt write-offs.

Vendor Score:	WU
Comments:	ShareCare allows an organization to enter Usual and Customary rates for services as well as negotiated rates for individual pay sources. Any adjustments to the rates are done at the time of entry into the system. ShareCare has some General Ledger functionality that will allow the organization to then post to their General Ledger software. Users can determine the code sizes for each element of the ledger. A direct interface with the Echo Amase accounting software is planned for the future. ShareCare comes with standard adjustment codes in an Options List, which the County can supplement with their own codes.

2.6.12 Payment Posting

The system supports point of service check-out whereby charges are calculated and added to previous accounts receivable balances, payments can be posted and payment receipts can be issued. Allows the posting of payments to a client account even though there are no corresponding charges and considers these payments as credit balances to be matched with charges at a later date. Also supports easy data entry of hard copy Remittance Advices and electronic posting of the ASC X12N 835 - Healthcare Payment and Remittance Advice to client accounts. The system should have sufficient controls to support reconciliation of payments entered to cash receipts.

Vendor Score:	WU

Comments:	ShareCare supports a variety of entry methods for payments, both automated (ASC X12N 835) and manual. Payments can be entered manually in a method that matches the manner in which the payment was received. For example, if a client pays at initial visit prior to the entry of a service, the payment can be entered awaiting a service (receivable) to attach to. Payments received in a business office environment can be entered one by one to client accounts. In addition, there is a batch payment entry screen that accepts payments for claims by a specific insurance company. The user simply enters the insurance company and dates covered by the Explanation of Benefits, and ShareCare retrieves all applicable claim lines. The user can enter payments as appropriate, skipping lines that were not resolved in the EOB.

Screen Shot:	RECEIVE PAYMENTS BATCH RECEIVE PAYMENTS REFUNDS AUTO RECEIVE PAYMENTS CASH RECEIP

Screen Shot:

RECEIVE PAYMENTS | BATCH RECEIVE PAYMENTS | REFUNDS | AUTO RECEIVE PAYMENTS | CASH RECEIP

Lookup | Invoice | Trans Date 08/01/2003 | Trans Date 08/02/2003 | Trans Date 08/03/2003 | Trans Date 08/

Transaction Date	08/03/2003	Charge	$600.00	Provider	Cota, Melissa [144]
Procedure	99213 - Med Eval - Est Client		Program	Depression Program [35]

Payor	Expected To Pay	Paid/ Adjusted	Payment Date	Receipt Number	EOB Approval Date	Check Number	Type	Reference	Rejection Code/ [Exclusion Reason]
Master Insurance Plan [48]	$400.00	$200.00							
[Detail]	$400.00	$0.00	08/07/2003				Payor Rate		
[Detail]	$0.00	$200.00	08/07/2003				ADJ: Contract Adjustment		
BCBS for Ford Motor Company [49]	$0.00	$0.00							
[Detail]	$0.00	$0.00	08/07/2003						
Guarantor - Dillon, Greg [76]	$0.00	$0.00							
[Detail]	$0.00	$0.00	08/07/2003						
Alternate	$0.00	$0.00							
TOTAL PAID/ADJUSTED		$200.00							
Total Paid		$0.00							
Total Adjusted		$200.00							
BALANCE DUE	$400.00								

New Payments

Payor	Amount	Payment Date	

CALIFORNIA DEPARTMENT OF MENTAL HEALTH (DMH)
MENTAL HEALTH SYSTEM OVERVIEW AND BILLING
REQUIREMENTS
California DMH Mental Health System Overview & Billing
Requirements - Booklet Materials

2.6.13 Cascade Billing and Accounts Receivable Management

The system provides for open item accounting with the default of posting of payments and adjustments to specific charges/invoices. It properly handles the sequential billing of payors (e.g. Medicare 1st, Private Insurance 2nd; Patient 3rd; or Patient 1st and Medi-Cal 2nd) ensuring that the sequence is based on both the coverage that the client has and the services that are covered by the various plans. When Remittance Advices are posted, outstanding charges are automatically calculated and upon user confirmation, transferred to secondary and tertiary payors and/or client responsibility, and the appropriate electronic and paper claim forms are produced, which include the payments received from the previous payors. Outstanding charges not confirmed and transferred to the next sequential payor remain as an open receivable. Appropriate audit trails are kept of claims that have been sequentially billed to multiple payors and revenue and accounts receivable balances do not overstate outstanding amounts by reporting balances for multiple payors simultaneously. This process includes automatically crediting contractual allowance and other adjustment accounts during payment posting based on predetermined

carrier-specific criteria. This information is tracked and reported via detailed aged accounts receivable reports with user-defined sort and subtotal criteria including payor, provider, client, program, location, etc.

Vendor Score:	WU
Comments:	ShareCare offers a fully compliant sequential billing system, not billing secondary payors until the primary claim has been resolved. System administrators can set up rules by individual insurance plan or a group of plans to exclude services from billing based on: where the service was provided (for example, a specific clinic or a program within a clinic), service location (phone), staff type (student), service code. The charge for a single service is only recorded once in receivables structures, regardless of the number of payors billed. As insurance payments are entered, the system automatically bills subsequent payors up to the amounts set up through the contract structure as expected reimbursement. As client payments are entered, the user is prompted to select where the remaining balance should be billed or adjusted off.

2.6.14 Capitation and Grant-In-Aid Payment Management

Can compute and automatically write off the positive or negative contractual allowance amounts for bills that are covered by capitated or grant-in-aid funding streams.

Vendor Score:	AN
Comments:	County may mark a payor plan as "Capitated", in which case calculated charges billable to the payor are automatically paid off, either at the charge amount or a contract amount, depending on the requirements of the specific grant program.

2.6.15 Collections Management

The system produces on-line ledger cards for all client accounts that show the transaction history of all charges, payments, and adjustments for all payors for a specified date range; can be filtered to show the same information for a single payor (including client responsibility). Has the ability to attach notes to any transaction regarding collection calls and can generate tickler reports based on the follow-up dates entered into these notes.

Vendor Score: | AN |

Comments: | ShareCare's "Ledger Card" report presents all fiscal history for a client for the period requested. The "Billing Notes" and "Billing Notes History" module allows billing office staff to record all communications with a client, guarantor, or insurance company about pertinent financial transactions. The module is simple to use, with few restrictions, not a lot of "bells and whistles" - just the basic tools Billing Office staff need to do their job. The module includes a "tickler" capability to remind users of follow-up activities needed. These activities also show up on a "Fiscal" flag on the Home Page, available to selected users at login. |

Screen Shot:

Ledger Card Detail Report — ShareCare™

Parameters: All Guarantors, All Organizations, All Facilities, Consumer Umdap, From Date: 06/01/2003, To Date: 07/14/2003, Detail View
Generated On: Monday, July 14, 2003 8:39 AM
Generated By: Kathy McCarthy

Guarantor Information

Name:	Umdap, Annual	ID:	1154
Address:	1 Poverty Road	Telephone Number:	
		Last Guarantor Statement Print Date:	
	Oakland, CA		

Consumer Information

Name:	Umdap, Annual	ID:	1239
Date of Birth:	01/01/1976	Telephone Number:	-
Social Security Number:	234-33-4243	Unapplied Cash Reciepts:	$0.00

Ability to Pay Information

| Effective Date: | | Expiration Date: | |
| Type(Monthly/Annual): | | Amount: | |

Account Information

| Last Bill Date: | 07/02/2003 | Last Bill Amount: | $114.30 |

Payors	Payments	Adjustments	Balance Due	Total	Last Invoice	Last Pay Date	Last Pay
Guarantor	$50.00	$127.80	$127.00	$304.80	1246	07/02/2003	$63.50
Totals:	$50.00	$127.80	$127.00	$304.80			

Invoice Information

| Number: | 1244 | Date: | 07/01/2003 |

2.6.16 Tracking Service Costs

The system supports one or more methods of recording and tracking the costs of services, such as actual cost or California's Schedule of Maximum Allowable (SMA), and reporting the differences between billed amounts, received amounts, and the cost of service.

Vendor Score: | WU

Comments: | ShareCare stores the charge for an individual service, the expected reimbursement amount, and once a payment is entered, the actual payment amount. Discrepancies in amounts from charge to expected reimbursement to payment are all recorded as adjustments. The SMA is usually stored as the expected reimbursement amount for the Medi-Cal payor, resulting in an adjustment between the Charge for the service and the SMA. The County has the option of setting the amount charged for a service at a "Board Approved Charge" or at the expected reimbursement amount.

2.6.17 Medi-Cal/Medicare Cost Reporting

The system can compile service units and charges into the Medi-Cal and Medicare cost reporting categories to produce reports that will support the development of these annual cost reports. This includes capturing revenue and services by California's mode and service function code structure and funding categories (Medi-Cal, Medicare/Medi-Cal Crossover, Healthy Families, Non-Medi-Cal). The system will properly record the funding category of claims that have been reversed and rebilled.

Vendor Score: | AN

Comments: | For each service record, ShareCare tracks unit of service, unit of time, charge, expected reimbursement, applicable payment and adjustments, as well as where and who performed the service and who received it. This detail can be rolled up in a variety of categories to assist in the production of Medi-Cal and Medicare cost reports. ShareCare's underlying fiscal structure was designed to support the California-specific mode and service function code construct and unique funding categories. ShareCare offers a set of reports specific to cost reporting. Summary reports can be requested displaying data in summarized cost report categories. The user can also drill down in each cell to retrieve the detailed client/service-related data that contributes to the summary data.

CALIFORNIA DEPARTMENT OF MENTAL HEALTH (DMH) MENTAL HEALTH SYSTEM OVERVIEW AND BILLING REQUIREMENTS
Cost and Financial Reporting System (CFRS) Instruction Manual
Fiscal Year 2002-2003

2.7 Electronic Clinical Records (ECR)

Proposed Product for this Module

What is the software product name(s) being proposed for this module?

ShareCare

Overview

Within the CBS Coalition, member counties are generally not using an electronic clinical record. Some members have developed components of an ECR, while others have purchased free standing clinical applications that are not integrated into their practice management systems. The majority of CBS members do not have any operational clinical software. Their systems remain primarily administrative and are mostly used by support staff to enter data for State reporting and billing purposes.

Despite the diversity of their experience, CBS members are unanimous in their desire to improve system clinical functionality and move towards an electronic clinical record. However, since most members will be moving from paper charts, they understand that the implementation of this component will require the expert assistance and consultation from an experienced system vendor.

It is anticipated that CBS members will select components of the ECR for initial installation and develop a plan to configure and install other functional components over a period of time. The following components represent standard elements of the ECR that are of interest to CBS members.

Components

2.7.1 Clinical History Inquiry

All clinical information on the history of past diagnoses, treatment plans, services, and medications are available to authorized clinicians. Immediate inquiry of all elements of the ECR is available. Clinical history screens may be customized to accommodate the varying needs of clinicians, case managers and clients. All clinical inquiries are controlled through the user-definable security system described in Section 3.3.

Vendor Score:	AN
Comments:	ShareCare has a very complete clinical summary screen listing diagnosis, treatment plans, episode data, assessments, progress notes, etc.

2.7.2 Clinical Assessment

A variety of pre-defined assessment forms are available including for example,
psycho-social assessments, intake assessments, Addiction Severity Index (ASI),
inpatient evaluations, residential placement evaluations. In addition, the system
offers a forms development tool set designed to allow locally defined assessment
forms to be created. Locally defined forms can capture data as defined by the system
administrator. Such forms may also display data collected from "non-clinical"
functions (e.g. demographic data, address, current diagnosis). The assessment
function may be configured to generate targeted problems for treatment and such
problems can flow to the treatment planning process.

Vendor Score: | AN

Comments: | ShareCare supports pre-defined assessment tools such as a Mental

Status Exam, Pain Assessment, Nutrition Assessment, Periodic Assessment and a Psychosocial Assessment. Each of these can be configured by the users and combines a variety of data entry methods; option list, text areas, radio buttons, etc. Clinicians can link assessments and treatment plans to the progress note functionality.

Screen Shot:

| | **SUMMARY** | **MSE** | **DRUG & ALCOHOL** | **MEDICAL HISTORY** | **PAIN** | **NUTRITION** | **PERIODIC SUMMARY** |

| **Lookup** | **Assessments** | **Evaluations** |

Date	Assessment	Source	Author	Transcriber	Complete	Status
08/06/2003 1:35 PM	MSE	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
01/01/2003 11:52 AM	MSE	One-on-One Interview	Bill Blackwell	Melissa Cota	YES	DRAFT
05/30/2003 9:48 AM	Drug & Alcohol	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:49 AM	Medical History	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:51 AM	Nutrition	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:50 AM	Pain	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:53 AM	DD	One-on-One Interview	Melissa Cota	Melissa Cota	NO	DRAFT
05/30/2003 9:52 AM	Periodic Summary	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
05/30/2003 9:57 AM	Psychosocial	One-on-One Interview	Suzanne Kuebler	Melissa Cota	NO	DRAFT
01/01/2003 11:53 AM	CADDS	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT
01/01/2003 11:53 AM	CADDS	One-on-One Interview	Bill Blackwell	Melissa Cota	NO	DRAFT

2.7.3 Treatment Plans

Clinicians can build treatment plans for various target populations. Using a clinical database of evidence-based practice guidelines, the clinician moves through the diagnoses, problem, goals, objectives and interventions definition. The data set, which offers the various statements describing the key components of the treatment plan, is tailored to the appropriate target population. The practice guidelines are fully customizable in order to respond to various theoretical approaches. Current and past authorizations as well as outcome results are available for review by clinicians. All elements of the clinical guidelines that underlie the treatment planning module may be defined and/or modified by authorized clinical supervisors. A printable version of the treatment plan is available for clients and the system supports the process of obtaining client signatures on treatment plans.

Vendor Score: AN

Comments: ShareCare has a very robust treatment plan module that allows the user to build their own treatment(crisis) plan. An organization can utilize a variety of plan types that can be designed to address certain problem areas, location of service or population served. Components of the plans include the focus of the plan, outcomes, measurement criteria, tools used in treatment and resources available for treatment. Groupings of these variables can be built to form a template that can be re-used for similar plan types. Printed versions of the treatment plan are easily accessible to the clinician for multiple signatures.

Screen Shot:	


```
TREATMENT PLANS

Lookup        Treatment Plan        Preview        Diagnosis

Consumer: Donna Coates                    Allen Arbor Branch Facility
ID: 144                                    Admitted: 01/01/2001
Primary Author: bblackwell                 Primary Plan (Active)
                                           Effective: 01/01/2003 - 06/02/2003


                    Plan Area 1: Outpatient Treatment

Grouping: TBI Residential

    Functional Projection: Community Integration (Active) – Begin Date: 01/01/2003; Target Date: 01/01/2004;
    Description: Consumer will access the community independently with minimal assitance in new situations.
    Resolution:

        Treatment Goal: Plan Activities (Active) -- Begin Date: 01/01/2003; Target Date: 01/01/2004;
        Description: Donna will initiate and plan community and recreational activites with moderate assitance.

            Objective: Outing Planning (Active) -- Begin Date: 01/01/2003; Target Date: 01/01/2004;
            Description: Donna will plan weekly community outings with moderate asisstance for eight consecutive weeks.

                Tool: Recreational Therapy – From 01/01/2003 to 01/01/2004; 1 time Per Week for 45 minutes
                Description: Scheduled group or individual sessions will be provided for the consumer. Therapists will encourage
                compliance in all treatment activities and provide a supportive atmosphere for interpersonal awareness and
                positive change among consumers. Therapist will review progress on current goals and objectives.

                Responsible Persons: Blackwell

        Treatment Goal: Activity Followthrough (Active) – Begin Date: 01/01/2003; Target Date: 01/01/2004;
        Description: Donna will follow-through on familiar community activities and scheduled therapeutic sessions with moderate
```

2.7.4 Wellness and Recovery Plans

The system supports the development of client created action plans. Such plans contain information provided by the client which includes their personal strategy for recovery. The plan may also include crisis contact information, advance medication directions, and advance directives from the consumer. Clients may designate users authorized to view such plans. A printable version of the plan is available for clients.

Vendor Score:	AN
Comments:	ShareCare's customizable Treatment Plan and Outcomes modules will allow users to create the necessary forms to track customer satisfaction and directives. The organization can give consumers access to the system if so desired to complete the surveys.

2.7.5 Progress Notes

Progress notes for individuals as well as group progress notes can be captured by the system. Clinical note entry uses standard word processing functions including spell checking. Notes are easily accessible as part of the service entry process. The option is also available to generate service transactions as part of the progress note entry. While writing a progress note, clinicians have ready access to the current authorization information as well as the treatment plan. Each progress note can be linked with key elements of the treatment plan as required by regulatory guidelines. System administrators may attach program specific fields for local data requirements.

Vendor Score:	AN

Comments:	ShareCare allows for the creation of any number of progress notes types that can be used in a variety of places or situations. Progress notes are maintained historically on every patient and can be linked to current treatment plans and assessments. The note screen supports spell check and also has the additional feature of "tokens"- users can enter special characters that will pull in data from the client record rather than typing such things as date of birth, last name, etc.

Screen Shot:	

PROGRESS NOTES   PROGRESS NOTE HISTORY

Lookup   Progress Note

Author Last Name	Cota	ID	144
Provider Last Name	Blackwell	Provider ID	142

Progress Note Type: SOAP Note ▾

1. Subjective Information.
B U I X₂ X² -- << >> |<< >|< >>| Font ▾ V Λ S

2. Objective
B U I X₂ X² -- << >> |<< >|< >>| Font ▾ V Λ S

3. Assessment
B U I X₂ X² -- << >> |<< >|< >>| Font ▾ V Λ S

4. Progress
B U I X₂ X² -- << >> |<< >|< >>| Font ▾ V Λ S

2.7.6 Medication History

The system supports the entry and viewing, on a single screen, information about medications prescribed by the county, those being taken but prescribed by another provider, drug allergies, and past adverse reactions to particular medications. Information is also readily available about medications that have been tried and considered ineffective and medications that are no longer being taken due to other reasons. The system also supports Tickler Engine reminder rules that estimate and flag when a client's prescribed medication might be running out.

Vendor Score: WU

Comments: ShareCare functionality supports medication tracking and history. The Workflow Processor can be configured to trigger reminders when a client's medication may be running out. Additional fields to support the data required by CBS will be added.

Screen Shot:

2.7.7 Drug Formulary Management

The system supports the review and maintenance of a locally defined formulary and will display drugs determined to be 'first-choice' as defined by the medical administrator. The system will allow for alternate formularies defined by local site to address special regulatory and county requirements.

Vendor Score:	NA
Comments:	Not Planned

2.7.8 Medication Prescribing

The system has the ability to electronically record a prescription and to print a legible prescription or transmit a HIPAA compliant secure prescription to internal or external pharmacies. Medication history, medication consents, treatment plans and recent progress notes can be easily accessed and viewed during the prescription-writing process. Automated client consent forms are generated to support the prescribing process. The system can support wireless prescription device solutions.

Vendor Score:	NA
Comments:	Not Planned

Screen Shot:	Please include a representative sample screen shot of a Medication Prescribing screen.

2.7.9 Medication Database Linkages

The system can interface with third party databases that support automated drug interaction checking and drug allergy checking, which can be performed during the prescribing process. Drug specific education materials from third party databases can be easily accessed from the system.

Vendor Score:	NA
Comments:	Not Planned

2.7.10 Medication Administration Record

The system supports medication dispensing through an electronic Medication Administration Record that tracks user-defined information for all medications that have been dispensed to clients. The record notes drug allergies, chronic conditions, and other user-defined items. This component is used primarily at inpatient facilities.

Vendor Score:	ID
Comments:	This item is planned for Sharecare functionality within 12 months

2.7.11 Pharmacy Management

The system can interface with third party pharmacy management packages for inventory control, ordering and dispensing support. If a third party system is utilized it can either integrate with the system's internal medication prescribing, formulary management and medication history components, or replace them with well integrated components from the third party vendor that are can also be integrated into the electronic clinical record and practice management modules.

| Vendor Score: | NA |
| Comments: | Not Planned |

2.7.12 Patient Assistance Program Support

The system supports the collection of data required for the support of various pharmaceutical company indigent patient, "Patient Assistance Programs." The system generates drug-specific applications forms to request medications at no cost from manufacturers. The system supports the configuration of multiple application forms that may be associated with specific medications. The system provides for the tracking of the submission of forms and the status tracking of pending applications.

| Vendor Score: | NA |
| Comments: | Not Planned |

2.7.13 Red Flag Function

The system supports the configuration of a clinical Red Flag alert that allows urgent clinical information such as danger warnings, suicide watch or similar, drug allergies, history of adverse reactions to specific drugs, and other urgent precautions. Red Flag warnings may be viewed at various key screens including progress notes, appointments and treatment plans. Such Red Flags are visible to all authorized users. The red flag function should be part of the Tickler Engine described in Section 3.2.

| Vendor Score: | ID |
| Comments: | Consumer Postings is used in ShareCare to record critical information about a Consumer and the information is available on the Consumer Summary page. ShareCare will be enhanced |

2.7.14 Vital Signs Tracking

The system supports the periodic recording of client vital signs based on a user-defined schedule (e.g. twice per day for every client). This component is used primarily at inpatient facilities.

| Vendor Score: | WU |
| Comments: | This function may be entered as part of a service entry |

2.7.15 Location Check Log

The system provides a location check log that supports the tracking of patients by location on a user-defined basis (e.g. every 5 or 10 minutes). This component is used primarily at inpatient facilities.

| Vendor Score: | NA |
| Comments: | Not Planned |

2.7.16 Laboratory Orders & Results

Provides the ability to electronically enter orders for laboratory tests and to print the order or to electronically transmit a HIPAA compliant secure order to an internal or external laboratory. Secure results may be electronically received for immediate review. Clinical alerts are generated when laboratory results are received electronically.

Vendor Score: | NA

Comments: | Not Planned

2.7.17 Outcome Measurement

Using the system forms development tool described in Section 3.2, a variety of outcome measurement instruments can be created within the system. In addition, third party licensed instruments can be incorporated into the system for authorized use. Locally defined as well as third party licensed scoring protocols can be used to summarize outcome instrument data. Clinical review of outcome score trends over time is available as on-line queries for clinical decision-making.

Vendor Score: | AN/CN

Comments: | ShareCare has a set of proprietary Outcome Measures that are included in the clinical portion of the software. The Outcomes include a Clinician Rated Functioning Scale, Patient Functioning Index and Consumer Satisfaction Inventory. The Basis 32 can also be utilized if the proper licensure is obtained. The ability to create custom outcome measures is also available.

2.7.18 Clinical Evidence Based Practice Libraries

Industry standard clinical libraries of evidence based practice information on treatment interventions are available for inquiry by clinicians. Clinical evidence based practice information is available for inquiry during the clinical decision making process including progress notes, treatment planning and prescribing. These libraries will be customizable and may be defined by program or site.

Vendor Score: | AN

Comments: | This functionality is available

2.7.19 Electronic and Paper Interface

Since most if not all CBS members will retain full or partial paper records for an extended time period, the system is designed to support scanning key documents from paper systems and organizing them into a logical structure that allow providers to easily view these documents. These ECR documents should be able to cross-reference to paper charts.

Vendor Score: | CN

Comments:	This would need a third party product for storage

2.7.20 Client Consent Tracking

At various user defined points during service delivery, clients are required to sign various types of consent documents. The system provides for a configurable method to designate the need for signed consent forms. For example, the need for medication consent forms can be configured. The system will track the need for signed consent forms and alert users when forms are required but not yet signed.

Vendor Score:	AN
Comments:	ShareCare tracks client consent such as release of client information, assignment of benefits and advisement of patient rights.

2.7.21 Quality Management Tracking

The system supports the development of user-defined screens for gathering data related to the quality management process. This includes user-defined customer satisfaction surveys, customer complaint and compliment forms, provider satisfaction surveys, etc.

This also includes support for the California-mandates Performance Outcome System (POS) client outcome and satisfaction reports including:

- Youth Services Survey (YSS)
- Youth Services Survey for Families (YSS-F)
- MHSIP Consumer Survey
- California Quality of Life (CA-QOL)

Vendor Score:	AN/CN
Comments:	ShareCare has a set of proprietary Outcome Measures that are included in the clinical portion of the software. The ability to create the Youth Service Survey Youth Services Survey for Families, MHSIP Consumer Survey and the California Quality of Life outcome tools is available.

CALIFORNIA DMH ADULT AND CHILDREN'S OUTCOMES REPORTING REQUIREMENTS
California DMH Adult & Children's Outcomes Reporting Requirements

2.8 Data Management and Reporting

Proposed Product for this Module

What is the software product name(s) being proposed for this module?

ShareCare

Overview

Many members of the CBS Coalition have developed sophisticated reporting systems for "turning data into information". The Data Management and Reporting section defines the requirements for how data is accessed and reported within the system and how the vendor supports the extraction, management and reporting outside the system. All reporting functionality described in this section is equally available for customers using ASP and in-house operations models.

Components

2.8.1 Standard Operational Reports

They system has standard operational reports to support each functional area in this document. The reports allow users to select and filter data by variables such as date range, department, clinician, etc. The user has the option of outputting reports to the screen, printer, standard ASCII file format and PC application formats such as XLS, CSV, PDF, MDB, TXT, DIF, etc. Standard reports can be copied, edited and added to the reports menu with a new report name.

Vendor Score: WU

Comments: Share Care has a robust selection of clinical and fiscal standard reports created using the Actuate reporting tool. Each report generated in ShareCare can be created based on a variety of selection criteria. All reports can be saved in various formats or locations.

2.8.2 Standard Management Reports

The system has standard management reports that provide a variety of views of county operations such as monthly trend reports, clinician comparison reports, etc. The key aspect of these reports is that they provide summarized management-related data that support tactical and strategic decision-making. The user has the option of outputting reports to the screen, printer, standard ASCII file format and PC application formats such as XLS, CSV, PDF, MDB, TXT, DIF, etc. Standard reports can be copied, edited and added to the reports menu with a new report name.

Vendor Score: WU

Comments: Share Care has a robust selection of clinical and fiscal standard reports created using the Actuate reporting tool. Each report generated in ShareCare can be created based on a variety of selection criteria. All reports can be saved in various formats or locations. The Actuate E-Analysis tool allows managers to manipulate the standard reports to view information in alternate formats such as pie charts and bar graphs.

2.8.3 California-Mandated Performance Outcome System Reports

The system supports the collection, compilation, reporting and analysis of the California-mandated Performance Outcome System (POS) client outcome and satisfaction reports including:

- Youth Services Survey (YSS)
- Youth Services Survey for Families (YSS-F)
- MHSIP Consumer Survey
- California Quality of Life (CA-QOL)

Vendor Score: | AN/CN

Comments: | The ability to create the Youth Service Survey Youth Services Survey for Families, MHSIP Consumer Survey and the California Quality of Life outcome tools is available.

CALIFORNIA DMH ADULT AND CHILDREN'S OUTCOMES REPORTING REQUIREMENTS
California DMH Adult & Children's Outcomes Reporting Requirements

2.8.4 Quality Management Reports

The system supports the reporting and data analysis of the county's quality management program including:

Quality Assurance: The development and production of reports based on payor and county identified performance and outcome measures for access, assessment, treatment planning, service delivery, etc. Also aids random chart sampling and review processes.

Quality Improvement: The development and production of reports that track and trend quality measures over time and can support the identification of variation that is material and statistically significant.

Utilization Review: The development and production of reports that track utilization throughout the county and identify specific clients, clinicians, services, and/or programs that are above or below user-designated trigger thresholds.

Vendor Score: | CN

Comments: | Actuate reports can be configured to report on all data collected in the database, including quality assurance, quality improvement and utilization information.

2.8.5 Integrated Report Writer

The system includes an integrated, user-friendly report writer that has the capability of reporting on any combination of data fields in the entire system including user-defined fields; can perform multi-layered sorts and selects; has the ability to utilize wild cards in any data position of a field to select items; has the ability to compute on

any field or combination of fields. The report writer generates both ad hoc query-type results and formatted reports whose production can be scheduled, produced and distributed electronically on an ongoing basis. The report writer is integrated such that the running of reports against the production database will not create noticeable degradation in the response time of staff that are entering transactions and using the system's various lookup features. The user has the option of outputting results to the screen, printer, standard ASCII file format and PC application formats such as XLS, CSV, PDF, MDB, TXT, DIF, etc.

Vendor Score:	WU

Comments:	ShareCare uses the Actuate reporting tool within the application to create the standard reports. Actuate can also be used to create custom reports appropriate for the users needs. Reports can be created by the Echo Group or by the organization. Actuate allows for e-analysis and drill down capability.

Screen Shot:	

2.8.6 Alternative Report Writers

The vendor has experience interfacing other SQL-compliant third-party report writer applications such as Crystal Reports, Microsoft Access, or R&R Report Writer with the system such that the tool can report on any combination of data fields in the entire system including user-defined fields.

Vendor Score:	AN

Comments:	Users that are self hosted are able to generate SQL queries against any table in the database and export the query results to the report writer of their choice. Popular choices for reporting tools would be Microsoft Excel, Microsoft Access, SPSS, SAS, and Crystal Reports. The availability of cheap computing hardware resources and a SQL-compliant databases with ready ODBC support opens up many possibilities for occasional report writers and for research professionals.

2.8.7 Letter Writing/Mail Merge

The system supports a letter writing/mail merge function where third party word processing programs such as Microsoft Word can be integrated with the system to produce letters to clients, clinicians and other parties. Letter templates can be added to system menus and automatically generated based on rules in the Tickler Engine and the Workflow Management component (both found in Section 3.2). Examples include the generation of a referral letter to clinician and client when a referral is created, and generation of a follow-up letter when an appointment is recorded as a missed appointment.

Vendor Score: | CN |

Comments: | ShareCare Correspondence Generator functionality supports creating letter templates and mail merges. |

2.8.8 Data Rectangle Exports

The system supports the development of standard data rectangles based on predefined views that can be exported to common third party products such as Microsoft Excel and Microsoft Access.

Vendor Score: | AN |

Comments: | It is possible to generate a flat file of data from ShareCare and then bring that data into a program such as Excel to perform Pivot Table analysis. The Actuate tool integrated into ShareCare has an easy to use e-analysis feature. |

2.8.9 Mirrored Database Support

The vendor has experience and supports the mirroring of the production database to a reporting server, which uses the Integrated Report Writer and/or an Alternative Report Writer to produce user-developed reports and ad hoc queries.

Vendor Score: | AN |

Comments: | Depending on the county's choice and budget, various mirroring options would be available. Disks could be mirrored or shadowed, servers could be clustered and databases replicated. A data mart is also provided which customers currently use to do reporting. |

2.8.10 Data Warehouse/Mart Support

The vendor supports the extraction, transformation, and loading of all data from the system into a Data Store containing denormalized and summarized data, which is used for data analysis and reporting. Trained county staff will have the ability to maintain and manage the extraction, transformation and loading processes and obtain timely and accurate information from the vendor when they make changes to the system's data dictionary.

Vendor Score:	AN

Comments:	ShareCare currently provides data mart capability to be used as the host for ad hoc reports. The data stored in the data mart would typically be de-normalized or "flattened" to provide better power and flexibility for report writing purposes.

Features

2.8.11 Data Dictionary

Documentation for the system includes a complete data dictionary and Entity Relationship Diagram of all of the tables, table relationships, fields, and field attributes.

Vendor Score:	WU

Comments:	A data dictionary is provided with ShareCare.

2.8.12 Drill-Down Capabilities

The internal or alternative report writer supports the development of drill-down reports that allow users to examine the underlying data behind figures on the report.

Vendor Score:	WU

Comments:	Actuate allows the user to analyze/drill down any report that is generated. Once the drill down of the data occurs it can be viewed in various formats such as pie charts, bar graphs and spreadsheets.

2.8.13 Report Scheduling

The system allows users to schedule report production requests for regular periodic processing according to specified criteria such as one or more times per day, weekly on specified day, monthly on first day of month and fiscal period, etc. Specification of data ranges to be included in reports may differ from the scheduled date/time of the execution of the report.

Vendor Score:	ID

Comments:	This item is presently in testing

2.8.14 Predefined Data Views

The system provides predefined views of data sets that combine files from multiple tables into logical reporting groupings to assist non-technical users in creating new standard, management, and ad hoc reports. Example views include Clients, Clinicians, Services, and Authorizations. The system supports the development of views based on groupings of client attributes such as user-defined population cohorts, geographic clusters of zip codes, groupings of client eligibilities, etc. Views can include core fields as well as any user-defined field added to the system.

Vendor Score:	WU
Comments:	The ShareCare data mart is designed to present various views of the data within the application- i.e. Consumer, Services.

2.9 System Interfaces

Proposed Product for this Module

What is the software product name(s) being proposed for this module?

ShareCare

Overview

The counties currently interface with various external systems. The interfaces to the State of California systems will require mapping of data to or from the State formats as well as code conversion. For example, the ethnicity codes are not standardized among the various state systems; therefore, code translation logic is required for each system interface. It is expected that similar mapping and conversion activities will be necessary after the October 2003 conversion to the HIPAA ASC X12N transaction sets. This section also describes the required state interfaces that all California Counties must have.

Components

2.9.1 Interface Engine

The system has an interface engine that supports the bi-directional transfer of data with state and county systems as well as with other business associates. The interface engine: supports healthcare application-level transaction standards including, but not limited to HL-7 and ASC X12N; supports the translation of data sets based on pre-defined translation code tables; supports the development of error-checking routines, flagging via error reports, and the ability to readily resolve non-matching data. The interface engine allows trained county staff to maintain and modify these interfaces in response to specification changes from payors and business associates.

Vendor Score: | AN

Comments: | The ShareCare application includes the ability to exchange data with external agencies electronically. ShareCare has successfully created and transmitted a test Short-Doyle/Medi-Cal claim in the currently accepted format, and has been approved by DMH and DHS for claim submission. When claim and payment transactions change to the ASC X12N standard format, Data Junction is the tool that ShareCare will use to create and receive transactions. Data Junction can also handle HL-7 transactions. All non-HIPAA electronic files are handled directly in ShareCare with no "interface engine" except the screens and tools that are built into the application.

Much of the data required to be sent on the Medi-Cal claim, CSI, CADDS resides in ShareCare "Options Lists". These lists will be installed with California required data, as well as appropriate mapping to coding schemes used by external agencies. Counties may add values that are applicable to their environment to the lists, and if they do, they will have to determine the mapping strategy. However, this is a very simple, straightforward task, easily administered in ShareCare.

ShareCare also includes numerous error-checking devices, from screen level edits, to posting and pre-file creation specific error reports, such as Billing Status Report, Bill Print Status Report, Auto Receive Payments Report and State Error Report (for CSI, CADDS). Reports are typically run in a test mode, errors detected, users correct errors, and a final error-free file is created for transmission.

2.9.2 California Medi-Cal Eligibility Determination System (MEDS)

The interface engine will be configured to interface with the monthly download of the Medi-Cal Eligibility Determination System eligibility file and the MEDS Point of Service system managed by EDS.

Vendor Score:	AN

Comments:	ShareCare offers special screens to allow designated users to easily access the ITWS website and download the MMEF file. Once the file resides on ShareCare, specially designed parsing and mapping routines render it viewable in the Repository and usable by other MMEF routines. Per DMH, MMEF does not require HIPAA remediation.

CALIFORNIA DEPARTMENT OF HEALTH SERVICES (DHS)
ELIGIBILITY SYSTEMS
California DHS Eligibility Systems - Booklet Materials

CALIFORNIA ALCOHOL AND OTHER DRUG PROGRAMS (ADP) CLAIMS PROCESSING AND REPORTING REQUIREMENTS
California ADP Claims Processing and Reporting Requirements - Booklet Materials

2.9.3 California Client and Service Information (CSI) System

The interface engine will be configured to interface with the Client and Service Information (CSI) System.

Vendor Score:	AN

Comments:	ShareCare collects all required CSI data, maps as appropriate into the CSI designated code set using the same Options List mapping strategy mentioned in 2.9.1, and prepares the monthly report using the ShareCare State Reporting module in the required format. Error reports that employ the same logic performed in the State's CSI processing are produced to alert users to presumed errors and to prevent bad data from being transmitted to the State. Once the CSI report file is ready, a special screen allows the user easy access to the ITWS website for uploading.

CALIFORNIA DMH CLIENT AND SERVICE INFORMATION SYSTEM (CSI)
All hyperlinks under this section

2.9.4 California Alcohol and Drug Data System (CADDS) and California Outcomes Monitoring System (CalOMS)

The interface engine will be configured to interface with the California Alcohol and Drug Data System (CADDS) and the California Outcome Monitoring System (CalOMS), which is scheduled to replace CADDS in October 2004.

Vendor Score:	AN/ID

Comments:	ShareCare collects all required CADDS data, maps as appropriate into the CADDS designated code set using the same Options List mapping strategy mentioned in 2.9.1, and prepares the report in the required format. Error reports are produced to alert users to presumed errors and to prevent bad data from being transmitted to the State. Easy transmission to ADP is included in the module. CalOMS has not yet been developed. However, we plan to use the same generic and flexible State Reporting System within ShareCare to create this report.

CALIFORNIA DHS, DMH AND ALCOHOL AND DRUG PROGRAMS (ADP) HIPAA IMPLEMENTATION

California Outcomes Monitoring System Department of Alcohol and Drug Programs

California Alcohol and Drug Data System (CADDS) Instruction Manual

2.9.5 Financial Accounting System Interface

The interface engine can be used to generate generally accepted accounting standards (GAAP)-compliant, double-entry uploads of billing and claims transactions into the county's general ledger and accounts payable systems. The file structure of the data coming out of the system supports a variety of general ledger coding schemes in use by the CBS Coalition members.

Vendor Score:	AN
Comments:	ShareCare supports the creation of a General Ledger coding system that will allow the organization to upload billing and claims information into an accounting software system.

2.9.6 Interfaces with Other Practice Management Systems

The interface engine can be used to receive and upload, with proper edit checking, client registration, episode, admission, discharge, authorization, and service data from contract providers that utilize a different practice management system.

Vendor Score:	ID
Comments:	This would require customization

2.9.7 Pharmacy Benefits Management Company Interface

The interface engine can be used to export daily eligibility files and import explanation of benefits (EOB) files to and from pharmacy benefits management companies that contract with the county. The EOB files can be imported as charges which can be billed to Medi-Cal and other insurance companies for counties that have assumed risk for pharmacy benefits.

Vendor Score:	ID	
Comments:	This item is not planned for development within the next 12 months but is planned for a later date	

2.9.8 Data Entry Alternative Interfaces

The system supports data entry alternative interfaces for items such as encounter forms, customer satisfaction surveys, and performance outcome instruments. Methods include scanning, optical character recognition, and intelligent character recognition.

Vendor Score:	NO	
Comments:	Not planned with in 12 months	
2001:		
2002:		

3.0 Technical Specifications

Each section of the technical specifications describes a major technical area and contains:

- An Overview of the area.
- Software Features that are required by the CBS Coalition members.

There are a total of four areas described in the technical specifications, with 45 features.

3.1 Technology

Overview

Although different counties have different expectations of the technology that may best meet their needs, counties are generally prioritizing software design and functionality over the requirement for one particular technology platform. This section describes the agreed upon technology characteristics for all counties.

Features

3.1.1 Programming Languages

The proposed application programs are written in a stable, widely accepted programming language that supports rapid application development and a graphical user interface. Please complete the following matrix that lists the languages used for each module.

Module Name	Programming Language(s)
ShareCare	Macromedia ColdFusion
	Java
	Transact-SQL (from Microsoft SQL Server) or PL/SQL (from Oracle 9i)
	Actuate e.Report

Vendor Score:	F
Comments:	All of the listed product tools are widely used and accepted in the industry. They meet the needs for rapid application development for a graphical user interface-based product.

3.1.2 System Architecture

The system utilizes a modern tiered design that supports the ongoing development of software applications that serve multiple locations in a stable manner. Please

describe the proposed architecture that will be used for the small, medium and large sample counties described in Section 5.2 below.

Small Sized County

The same choices of architecture are available to meet the needs of small to large sized counties. The ShareCare system uses a web-based approach that deploys centrally housed servers, either in an ASP (Application Service Provider) arrangement, hosted by Echo, or in a self-hosted arrangement, wherein the customer hosts the server systems that support ShareCare. It would be more likely for smaller to medium sized customers to select the ASP model, taking advantage of the collective system and operational resources of Echo. It may also be appropriate for large customers to choose the ASP model, or even for small customers to choose to self-host ShareCare. In part, staffing and local policies will help the organization to determine the approach best suited to its needs.

The ShareCare architecture uses a three tiered approach comprised of presentation, application, and data access tiers. Using the industry standard Microsoft Internet Explorer browser as the system's thin client, users of ShareCare interact with the application by use of the web presentation component based on the Macromedia ColdFusion product. The ColdFusion server handles the chores of transforming programatic functions of the system into HTML (HyperText Markup Language) to be presented at the browser front end by way of the Microsoft IIS (Internet Information Server) web server. As described, the business rules, including navigation, validation, and calculation, are provided by the ColdFusion middle tier.

All requests for data are controled through the ColdFusion server, acting as the gatekeeper to the back end of the system. Data management is handled by either of two full-featured, robust, and modern industry-standard relational database engines, Microsoft SQL Server or Oracle 9i.

Standard reporting is provided through the ShareCare web front end making use of the e.Report tool from Actuate Corporation. The standard reports are configurable by the end user, providing for flexibility to meet individual or organizational needs. As with all of the servers supporting ShareCare, Windows 2000 is the underlying operating system.

All custom reporting is done against a Datamart server system supporting the same underlying database engine as used for the production database. The Datamart database is denormalized or "flattened" for more optimal reporting capabilities. Ad hoc Actuate reports can be written by county staff to be run against the Datamart database. Alternatively, tools of choice, including, but not limited to Microsoft Excel, Microsoft Access, and Crystal Reports can be used to write reports to meet the county needs, again running them against the Datamart data. Typically, the database on the Datamart server would be refreshed nightly.

Medium Sized County

See discussion under Small Sized County above.

Large Sized County

See discussion under Small Sized County above.

Vendor Score: | F |

3.1.3 Application Programming Interfaces (API)

The system uses industry standard application programming interfaces to communicate with the operating system and share data with other modules or third party programs. Please list the APIs used and describe how they are used. Also describe whether complementary technologies are used such as COM and DCOM.

API/Complementary Technology	Description of Use
Macromedia ColdFusion, Java, and either Oracle 9i or MS SQL Server database.	ShareCare is developed using industry standard development tools - Macromedia ColdFusion and Java, together with a standard database - either Oracle 9i or MS SQL Server. All data in the database is available to share with other applications, if desired, using industry standard API's or direct access through database native tools from Oracle or Microsoft. ShareCare itself uses Macromedia ColdFusion defined datasource (JDBC) to connect to the database. The report writer integrated with ShareCare is Actuate. Actuate uses native database drivers or ODBC to connect with the database.

Vendor Score: | F |

3.1.4 Databases

The system supports one or more industry-standard relational databases that have the scalability and flexibility to meet the current and future needs of counties. The system should be able to store 5-10 years of transaction data on-line. Please list the databases supported.

Database Name	Comments
Microsoft SQL Server	SQL Server is a very popular choice throughout the industry for its ease of use, power, and flexibility.
Oracle 9i	The Oracle database engine has a long and illustrious history in the database world. It can meet the most demanding requirements for scalability and redundancy.

Vendor Score: F

3.1.5 Operating Systems

The proposed application programs operate on one or more stable, widely accepted operating system. Please list the operating systems on which the applications operate.

Operating System	Comments
Microsoft Windows 2000 Server	Used for server systems supporting presentation, application, and data access tiers of the ShareCare application, Windows 2000 has proven to be a very stable operating environment. ASP customers will not need to be concerned with the server operating system which Echo will fully support.
Microsoft Windows 98, 2000, XP Professional	These are the preferred operating systems supporting the browser-based user access to Sharecare. Microsoft operating systems have become the de facto standard of the industry.

Vendor Score: F

3.1.6 Integration of Multiple Programs and Legal Entities

Different counties have different business models related to the integration of different programs (SMHS and ADP) and multiple legal entities. Some counties use a single patient identifier for a client, wherever they are served in the county for all programs; other counties have separate databases for specialty mental health services (SMHS) and alcohol and drug program (ADP) clients. The system is flexible enough to address a wide variety of designs ranging from including all programs and legal entities in a single database to supporting an integrated client identifier across multiple databases. Please describe your ability to address this flexibility and provide examples.

The ShareCare application is able to accommodate, within a single database, functional models that represent a single entity encompassing SMHS and ADP programs, for example, or multiple entities, like SMHS and ADP, that are functionally separate. Access can be flexibly restricted for users of the two programs, or allowed across them, as the business model dictates.

Vendor Score: | F |

3.1.7 WAN/Inter-Site Network

The vendor has a clear technical strategy for connecting multiple sites. Please describe the networks under which your system will operate and whether different technical strategies will be required for the small, medium and large counties described in Section 5.2 below.

All sizes of customers are able to leverage the elegance of the web-based design Sharecare offers. By use of the ubiquitous Microsoft Internet Explorer browser, distributed users of the largest to the smallest organizations are able to access centralized server resources, hosted either by Echo in the ASP model, or locally, in the self-hosted scenario.

Vendor Score: | F |

3.1.8 Remote Access via Dial-Up

The system can be accessed by authorized users via secure dial-up connections. Please describe your strategy for utilizing remote access via dial-up.

As described above, the flexible web-based design of ShareCare potentially, in accordance with the policies of the organization, permits authorized users to connect from any location where broadband Internet access is available. For optimal use of the system, it is recommended that the access to the Internet Service Provider be at least broadband speed (DSL or Cable modem).

Vendor Score: | S |

3.1.9 Remote Access via Internet

The system can be accessed by authorized users via secure internet connections. Please describe your strategy for utilizing remote access via the Internet.

> The design of ShareCare is conceived from the ground up to provide user access via the Internet. In the self-hosted version, an intranet model can also be adopted if desired. Connections for the exchange of information always utilize industry standard Secure Socket Layer (SSL) technology to ensure that the data is safely encrypted as it moves through the network.

Vendor Score: F

3.1.10 Data Communications

The system provides for standardized data exchange with the State of California and other key business associates. Communications protocols will provide sufficient security to comply with HIPAA regulations. Data exchange protocols will be sufficiently flexible to allow for unique, specific requirements based on system configuration rather then re-programming.

> The State of California provides to the Echo Group a dedicated private communications link which enables exchange of MMEF eligibility information. Echo can provide flexible exchange of data with the use of the Data Junction mapping software that will provide a mechanism for exchanging such HIPAA transactions as 837 envelopes. The product is able to allow authorized users to configure data from within ShareCare to meet local needs for different transactions. As HIPAA specifications continue to be finalized, ShareCare will be flexible in its ability to meet new needs without re-programming.

Vendor Score: P

Comments:
> Echo has years of experience in exchange of data with the State of California, as well as with other agencies on behalf of counties. The flexibility of the ShareCare design, along with our knowledge of the "trading partners" in California positions our customers well to meet the challenges of HIPAA smoothly and securely.

3.1.11 Archiving Capabilities

The system design supports methods for archiving, reporting on active and archived records, and retrieving inactive client records. Please describe your strategy for archiving data from the production database and restoring records from the archives back to the production database. The system should support archived data for a period of no less then ten (10) years.

When an end-user deletes a record in ShareCare it is not actually deleted from the database but is archived. Almost every table contains an archive column. If the value in the archive = 0 then the record is active. If the value = 1 then the record is archived. In either case, the data still exists in the database and can be reported on. To change the record from an archived state to an active state the user would have to change the archive bit in the database. There is no front-end method for retrieving archive data.

Vendor Score: | S |

3.1.12 Support for Uninterrupted System Availability

The vendor employs methods in the system architecture and installation to ensure that system down time is reduced to a minimum. Please describe your approach to addressing this issue including a description of how your system has been designed to address this need and what hardware and networking strategies you recommend.

The system is designed is such a way that it can take advantage of redunancy on many levels. At the storage level RAID technology is employed to mitigate against disk failure. Server systems capable of having "hot swapable" components replaced without reboot are used and recommended. Redundant servers can be employed for load balancing and availability. Redundant circuit to the Internet can be employed with the application as well for organization whose needs for availability are very great.

Vendor Score: | S |

3.2 Software Design

Overview

There are a number of design features such as the ability to easily create new screens, modify existing screens, create ticklers, adding custom help, retain copies of updated records, etc. that turn good software into exceptional software. This section describes the software design features desired by the counties.

Features

3.2.1 Tools for Creating Custom Forms/Screens

The system has the ability to allow for the development of custom forms/screens. The forms/screens allow for the creation of new fields and support the display of data items from existing database tables. They support validation checks for all new and existing fields and user-defined determination of entry rules (e.g. entry required, warning if no entry, entry not required). Forms/screens can support various objects such as textboxes, radio buttons, drop down list boxes, and combo-boxes, etc. with the possibility of being populated with user-defined data. Please describe how screen

building is addressed and provide a detailed explanation of how the data model is impacted by the addition of new fields and new forms. What is the methodology for preserving customization when new software versions are released?

There are various tools in ShareCare to build a screen depending upon the type of screen being designed. Users can create a new flag off an existing tab (a subscreen off a main screen) and define the label, input type and order of the fields on the screen. Users can also create their own custom Progress Notes, Treatment Plans, and Outcomes in ShareCare where the field labels, input type (radio button, textbox, drop down, etc.), order, size, and layout of the screen is defined by the user. Users can create new fields or select existing fields. Users can also determine a field is required or optional on the screen. Multiple types of progress notes, treatment, plans, and outcomes can be created and users have the ability to select the type they wish to use for a particular consumer. There are additional screens in ShareCare where users can change the field labels and disable certain fields from a screen.

When a new screen is created in ShareCare a new table is created in the database. A primary key is assigned to the table. All fields that are created for the new screen are added to the new table; these fields are known as columns in the database. When needed a foreign key is added to the new table to link it to other tables in the database. If a new field is created and added to an existing screen a new column is created in an existing table. All fields added by a user are uniquely identified in the database to distinguish them from core fields in the application.

The ShareCare software versions are released via service packs. Our ShareCare service pack methodology is centered on incremental (monthly) builds which allow us to provide new and improved functionality to our customers while maintaining the integrity of existing modules. In addition, each customized module is tied to a unique Customer Identifier database record and all modules (core or customized) are maintained in our version control repository to insure their inclusion in all future ShareCare releases.
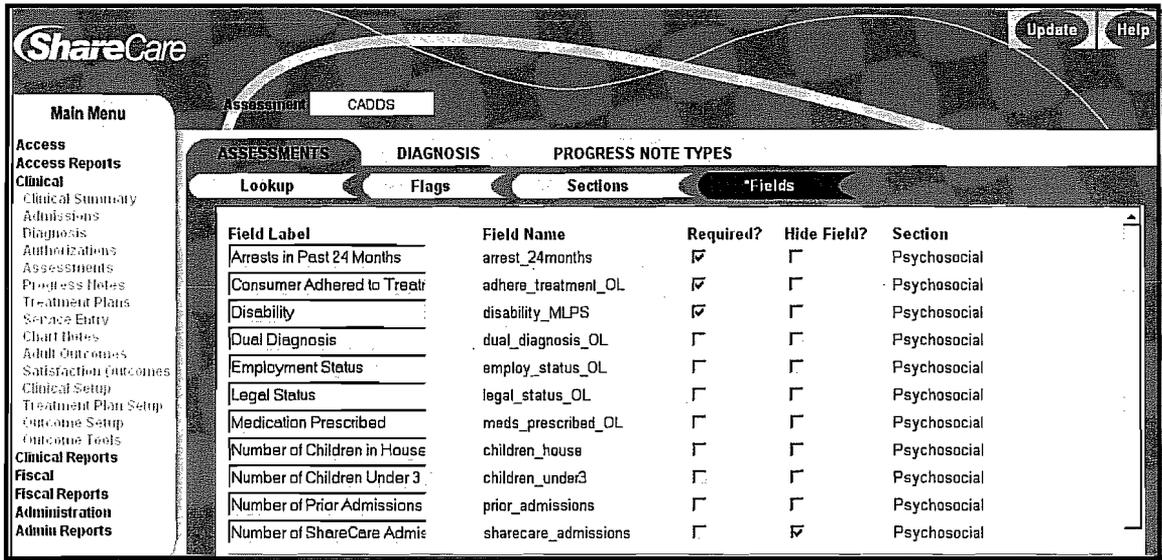
Vendor Score: | F

| Screen Shot: | *Please include representative sample screen shots that illustrate the system's forms builder.* |
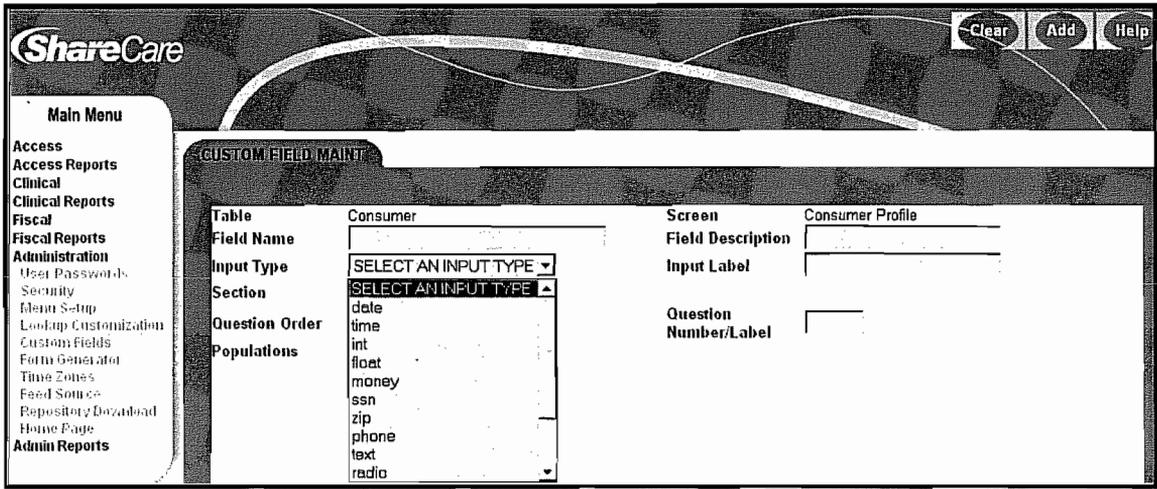
Sample Screen Shot to Create New Flag / Fields to Existing Tab
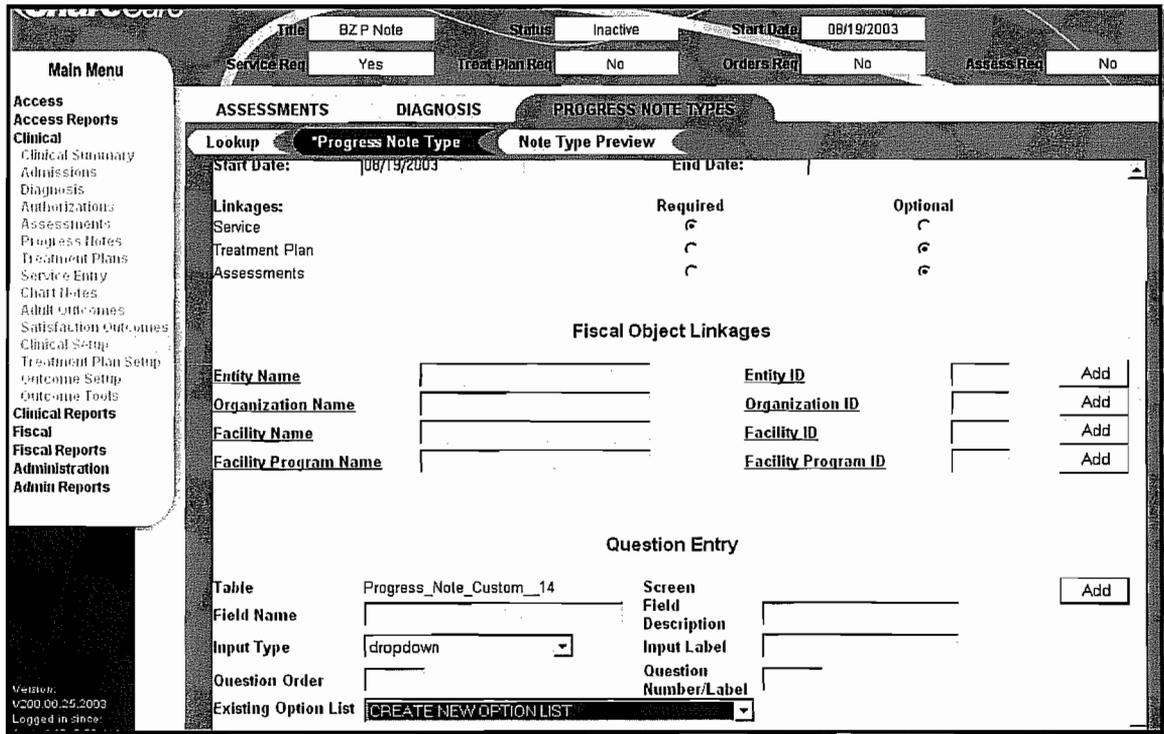
Sample Screen Shot to Create New Progress Note

Sample Screen Shot – setting required fields and hiding fields on a screen.

3.2.2 Ability to Modify Existing Forms/Screens

The system supports the modification of existing forms/screens including adding new fields, removing non-core fields, changing the location of fields, control over data entry rules, changes to validation checks, etc.

Vendor Score: P

Comments: Certain existing forms / screen can be modified in the application. For those that allow modification, users can add new fields, hide existing fields, change validation checks, etc.

3.2.3 Field-Level Validation

All core and custom fields can have user-defined validation rules added to support edit checking when data is entered. The rules should support multiple types of "requiredness" such as a warning message, but the ability to save the form; a warning and the inability to save the form, etc.

Vendor Score: | P

Comments: | The service entry module allows for a system administrator to indicate which variables will be used by the system to perform a duplicate service check at service entry. In the State Reporting Module in ShareCare, users have the capability to indicate which fields are required for a specific state report. This indicator will then mark the field in the system as required for a state report and show the field on the screen as required for a state report. The system will allow users to save the screen with missing data but at the generation of the report the system will check for all required data and provide the user with error and warning messages.

3.2.4 Standard User Interface

All forms/screens use substantially the same metaphors for searches, entering lookup information, saving data, updating data, moving to other parts of the form, creating reports, etc. The system supports the rapid entry of data without the use of a mouse or similar pointing device and contains features such as the ability to repeat previous entries and retain the current client when moving from screen to screen. The user interface also addresses the need to support persons with disabilities including color-blindness.

Vendor Score: | F

Comments: | In ShareCare there are standards designed specifically around the user interface and these standards are adhered to for all existing screens and well as all new screens created in the application. These standard include, but are not limited to, lookups, how data is saved, updated, and deleted, screen look and feel, and how users navigate throughout the application. Standard action button are available that indicate the actions that can be taken on a screen based on a user's security rights. Users can easily navigate throughout the application from the main menu and from screen to screen. During data entry users can tab from field to field on the screen without using the mouse. The interface also addresses persons with disabilities by providing white and gray shades to differential fields and to differentiate data displayed on screen when needed.

Screen Shot:	*Please include representative sample screen shots that illustrate the system's user interface.*

Sample Screen Shot – User Interface, New Record

Sample Screen Shot – User Interface: Existing Record

3.2.5 System Navigation

Provides the ability throughout the system to either go back to the menu, to move to another screen, or to have user-defined buttons on the screen that will prompt the user to go to another form. The system allows for all information relating to a particular client, provider, care manager, member, etc. to be easily accessed from any screen in the system where such data exists (e.g. be able to go to authorizations or call logs or screening forms from service entry or progress note entry).

Vendor Score:	F
Comments:	Users can get to the menu from any screen in the system. Via the main menu, tab, and flag layout of the screen, users can navigate easily throughout the application. If a record is in focus, that record will be carried to a corresponding screen that the user may move to. For example, if a specific client is in focus on the consumer screen and the user moves to the admission screen, that consumer that was already selected on the consumer screen will be in focus on the admission screen.

Screen Shot:	*Please include one or more representative sample screen shots that illustrate the system navigation.*
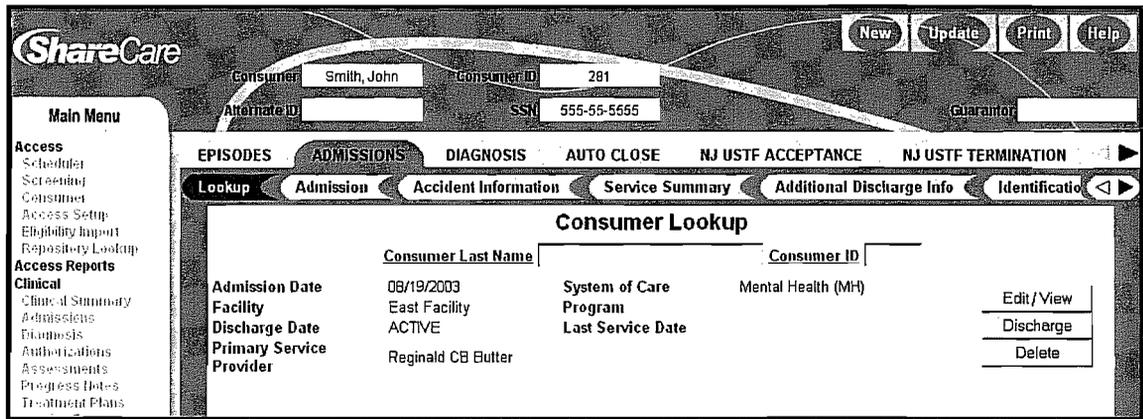
Sample Screen Shots – System Navigation: Shows the menu, tab, and flag screen structure as well as the screen and local buttons used for various screen actions.

3.2.6 Workflow Management

The system supports the automation of business procedures or "workflows" for which documents, information or tasks are passed from one participant to another in a way that is governed by pre-defined rules or procedures. The system provides the user with guidance as to the various screens required to perform standard procedures. For example, an admission may require several steps including multiple screens. Omission of key steps will prompt guidance from the system. Workflow advisories may be customized to reflect processes appropriate for particular target groups and

organizations. The system should interface with standard (e.g. SMTP) e-mail systems, if a county chooses to use this form of communication.

Vendor Score: | S |

Comments: | In ShareCare, users have a Workflow Designer and Workflow Processor. The Workflow Designer is the tool that establishes the rules that the Workflow Processor must follow to identify the entities that should be attached to a workflow and the Events, Actions and Results that should occur based on the data available for a given entity. The Workflow Processor performs or "processes" the rules specified within the Workflow Designer for a given workflow and sends alerts to appropriate people as needed, notifying them of actions that have taken place or must take place.

Workflows can be created for a particular user group or organization. Workflows can be tested, edited and deleted by specific users.

The Workflow Designer is designed so users are able to easily recognize, understand and select the ShareCare fields that are added to workflows or their children components. Users will not have to have a working knowledge of the ShareCare database fields to utilize this tool. There is no guidance provided by the application though as to the various screens required to perform standard procedures since many workflows are based on an individual organizations internal business practices.

Users are alerted of workflow messages via the Message Center in ShareCare, messages cannot be sent to an external email system.

3.2.7 Tickler Engine

The system contains a Tickler Engine that creates alerts and reminders throughout the system. Various alerts may be configured which will automatically notify staff according to the nature of the issue. For example, the need to update financial information would display for appropriate staff. Reminders can be configured according to local business rules. For example, "flag billed items that have had no payment action in 45 days'; "generate a message for the clinician who filled out this form 7 days ago but did not complete two required fields"; "generate a report of all clinicians whose professional license expires in 60 days". Database fields can be added to any form that allow the user to specify if follow-up is needed, by whom and when. In addition, a tickler attribute can be added to most fields throughout the system whereby a user can set an alert or reminder for that field. Clinical alerts are incorporated into the clinicians' personal calendars. The system should interface with standard (e.g. SMTP) e-mail systems, if a county chooses to use this form of communication.

Vendor Score: S

Comments: The functionality outlined for the Tickler Engine is part of the Alerts and Messaging functionality in ShareCare 3.0. Alerts are sent to ShareCare users only through the Message Center in ShareCare. They cannot be sent to an external mail system. Some core business process alerts are available in the ShareCare application and additional alerts are created via the Workflow Designer and Workflow Processor.

3.2.8 Support for Mobile Devices

The system supports the downloading, uploading and security of data to and from mobile devices such as laptops, tablet computers, and personal digital assistants, to support mobile workers.

Vendor Score: P

Comments: ShareCare is able to produce a file that can be downloaded to a mobile device or receive a file uploaded from a mobile device as long as the proper mappings have been established.

3.2.9 Data Item History

The system administrator can designate data items for which a history will be stored. For example, the system will track a history of alias names, past client addresses, past residential status, employment status, referrals and other items as required. History will be stored for all designated records where there is any change in that record. The system can be configured to support the ability to view some history and simply archive others.

Vendor Score: P

Comments: The ShareCare application keeps a history of many of the data elements outlined in this requirement. If additional data elements require a history stored, the system administration cannot designate these items but they can be added to the application as part of the contract.

3.2.10 Custom Help Screens

The system supports the creation and easy updating of custom, context-sensitive help to all user screens. The system also supports the loading and displaying of user checklists for the current workflow being accessed and an online user manual.

Vendor Score: | S

Comments: | For every screen in the application, the customer can define the text on the help screen for their users. The Help screen is accessed from the Help button located in the upper right hand corner of every screen. The section of the users manual that pertains to the screen is also available from the Help screen as a PDF document. Workflow checklists for the user are not available through the Help screen at this time.

3.2.11 Response Time

The applications software shall maintain an average screen loading and screen refresh response time of 2 seconds or less during county prime working hours for all on-line applications. Please describe the hardware and network requirements necessary to support this response time for the small, medium and large sample counties described in Section 5.2 below. Include the sizing of the server and the hardware types needed for each. If appropriate, include hardware and network specifications to support your proposed uninterrupted system availability strategy as described in section 3.1.12 above.

Small County:

Many factors will contribute to the average response time of screen loading and refreshing. The following suggested configuration guidelines are a good starting point for achieving the stated average response of 2 seconds. In a self-hosted environment, the local network, local PC configuration, and other applications run by users can greatly impact the performance of individual workstations. In the ASP model, local PC configuration remains a factor, but the ability of the local Internet Service Provider to provide consistant throughput as well as the organization's other Internet needs may affect response time as well.

In each county, analysis will be needed to determine how existing network topology, local ISP support, county networking and firewall policies, and other factors such as existing bandwidth utilization will impact the ShareCare deployment.

All processor should be industry standard speeds 1.0 Ghz or greater.

IIS Server – Processor:	PIII or P4
RAM:	512M or greater
Drive(s):	9G
Other:	optional: RAID configuration for drive(s).
ColdFusion Server –	
Processor:	PIII or P4
RAM:	1024M or greater
Drive(s):	18G
Other:	optional: RAID configuration
	optional: Multi-Processor
SQL Server Server –	
Processor:	PIII, P4, XEON
RAM:	1024M or greater
Drive(s):	(3) 36.4G
Other:	optional: RAID configuration
	Recommended Dual Processor
Actuate Server –	
Processor:	PIII, P4, XEON
RAM:	1024M or greater
Drive(s):	(2) 18G
Other:	optional: RAID configuration
	Recommended Dual Processor

Large County:

See discussion under Small County above.

All processor should be industry standard speeds 2.0 Ghz or greater.

IIS Server – Processor: (2) P4, XEON

                RAM: 512M or greater

                Drive(s): 9G

                Other: optional: RAID configuration for drive(s).

                                Recommended: Load Balanced

ColdFusion Server –

                Processor: (2) (Dual) P4, XEON

                RAM: 2048M or greater

                Drive(s): 18G

                Other: optional: RAID configuration

SQL Server Server –

                Processor: (Quad) P4, XEON or Active Cluster

                RAM: 2048M or greater

                Drive(s): (3+) 72G

                Other: optional: RAID configuration

Actuate Server –

                Processor: (Dual) P4, XEON

                RAM: 2048M or greater

                Drive(s): (2) 18G

                Other: optional: RAID configuration

Datamart Server –   Same configuration as Database Server

Recommended Network Bandwidth – To be determined by local topology, but minimum T1 access suggested for multi-user sites.

Vendor Score: | S |

3.3 System and Data Security

Overview

This section describes the requirements for securing protected health information in accordance with the HIPAA Final Security Rules published February 20, 2003, as well as other county and regulatory body security requirements.

Features

3.3.1 Security System

The system shall have an operating system and/or application-level security system, which will prevent unauthorized access to and manipulation of the system, directories, files and programs. The security system shall use a combination of user names and strong password support. Security is role-based where user groups are created with access levels and individuals are assigned to those groups. Security features are available such as: file and directory read/write/execute/delete authorizations; automatic logoff after a predetermined period of activity; login restrictions (days, time and workstation, hard-wired and dial-up); process initiation restrictions (e.g. month end closing); device access restrictions (e.g. access to the high speed production printer); application menu selection restrictions; and database restrictions. Authorization levels should be implemented at the data base record level and the screen field level.

Vendor Score: | S

Comments: | To access the ShareCare application a unique user profile must be created in which a user name and password is assigned. Without a valid user identification, a person cannot access the system. Users are then assigned to user groups created by the system administrator. At the user group level, the system administrator establishes access to menu items as well as the level of access (Unauthorized, Select, Update, Insert, Delete). User can be deleted at any time. When deleted, all associated records will be archived from the system. The user information will not show up in the application but will be stored in the database and marked archived. If reporting needs to be done about that user at a later date, it could be generated from the database.

In ShareCare, there are variables that can be set by the system administrator for the number of days a password is valid, the number of failed login attempts a user can try before the application will impose a mandatory lockout period for that user, and the number of idle minutes allowed before the system will automatically expire the users session. In addition, the system will automatically expire a user id with inactivity for a defined number of days.

ShareCare is a web-based application and built into the ShareCare security structure is IP masking. The system administrator can either indicate specific IP addresses that will be recognized and permitted access to the application and all others denied, or can indicate specific IP addresses that will not be recognized by the application and denied access to the application and all others

> permitted.
>
> Authorizations can be set at the database record level through the Systems of Care security settings currently available or the Structure Security Object security settings being added in version under development. System of Care security allows a customer to have a single database for multiple lines of business but provides a means to control the users access to records based on those lines of business (e.g. Mental Health and Drug and Alcohol). Structure Security Object security provides a means for customers who want to establish distinct entities, departments or geographical areas that pertain to segments of their business that may be reported on at a higher, overarching level but that may be maintained separately for daily business processes. This security feature will enable customers to set security limits so that a user is only able to view data for one distinct area or for all areas. Field level security has been implemented in the new version as well.

3.3.2 Transmission Security

The vendor has implemented technical security measures to guard against unauthorized access to electronic protected health information that is being transmitted over an electronic communications network including the ability to encrypt and decrypt protected health information.

Vendor Score: | S

Comments: | Security and encryption are an integral part of the design of ShareCare. Secure Socket Layers technology and certificates are standard methods of providing secure transactions for many Internet-based applications such as on-line banking. ShareCare uses these standard methods to ensure secure transmission of sensitive application data.

3.3.3 Protected Health Information Authentication

The vendor has implemented electronic mechanisms to corroborate that electronic protected health information has not been altered or destroyed in an unauthorized manner.

Vendor Score: | N

Comments: | At this time the functionality is not available. The Echo Group has put together a HIPAA Security Group that will be reviewing the HIPAA Security regulations and making the necessary modifications to the products based on their evaluation. This functionality will be reviewed for addition to the product in time for the compliance in 2005.

3.3.4 Electronic Signatures

The system supports electronic signatures of clinical documentation. The system supports a process whereby a clinical document can be saved but not completed, and completed, signed and finalized. Finalized clinical documents can be appended under separate signature. All steps in the clinical documentation process are date and time stamped. Signed documentation may not be modified, in keeping with medical record standards. The system is flexible enough to support emerging electronic signature technologies.

Vendor Score: F

Comments: The Electronic Signature functionality in the product will allow a clinical document to be saved if not completed, as well as completed, signed and finalized. If designated by the system administrator, a signed document can be appended and then signed again. Once a record is signed, it cannot be modified. The electronic signature is date and time stamped and multiple signatures can be required for a clinical document in the next version of the software. Electronic signatures can also be required for other screens besides clinical, i.e. managed care.

3.3.5 Wireless Security

The vendor has implemented security measures to project data being transmitted via wireless networks, including data communications with portable devices.

Vendor Score: N

Comments: This functionality is not available at this time. The Echo Group has put together a HIPAA Security Group that will be reviewing the HIPAA Security regulations and making the necessary modifications to the products based on their evaluation. This functionality may be reviewed through that workgroup for future addition.

3.3.6 Access Audit Controls

The system tracks and can produce a report of every transaction initiated on the system, identifying the user, location, date, time, function, file accessed, record accessed. There will be sufficient capacity to archive this information for 7 years. Transactions include read, write, execute, and delete. The system will support internal audit and review by the local Privacy Officer. System administrators have control over which system components will have audit controls in place and what types of audit trails are utilized (e.g. tracking record additions, edits, and deletions, but not record lookups).

Vendor Score: | P |

Comments: | Currently the application saves which user last updated a record and when it was updated, but it does not save a transactional log of each "touch" to the database. Some areas of the application, though, have historical tables that store every change to a record. Currently, users can create reports of this information off the Data Mart but standard reports will be added to the application in the future to support this functionality. The system components that have audit controls and the types of audit trails utilized will be reviewed by the Echo HIPAA Security Group and implemented in the application as needed. |

3.3.7 Single Sign-On Support

The vendor supports the integration of their system with single sign-on software products, while maintaining internal security controls.

Vendor Score: | P |

Comments: | Customers that have the Amase accounting system as well as ShareCare will be able to utilize single sign-on functionality but no other single sign-on software is supported at this time. |

3.3.8 Backup System

The system's data and program files are capable of being backed up by common third party backup tools.

Industry standard backup methods can be employed with the ShareCare application. Since no special software is required on the client PC systems, no special provisions need to be made for backing them up as far as ShareCare is concerned. Both Oracle and Microsoft SQL Server databases can be backed up using native backup facilities provided by the database vendors, or through the use of agent software provided by third party backup software vendors. Program files can be backed-up using common third party backup tools as well.

Vendor Score:	F

Comments:	Backups will be the responsibility of Echo in the case of customers who choose the ASP model of operation. Those who self-host will be able to use backup tools supplied by a variety of third party software vendors consistent with their organization's adopted standards.

3.3.9 Data Archiving System

The system shall provide for the purging and storage of data that is no longer needed on a real-time basis by county staff. The system shall provide for: User defined archiving of data (based on service date, date of last activity, or other user-defined characteristics); Printed reports of data being archived; ability to selectively restore archived data; proper control over archiving of data where a patient has an outstanding balance; archiving data to disk, tape or other storage media.

Vendor Score:	N

Comments:	The system does not provide for data purging. The amount of data that can be stored in ShareCare is only limited by the size of the customer's server.

3.3.10 Disaster Recovery

The vendor has experience developing disaster recovery plans based on the system's capability to recover from an interruption in the power supply both during business hours and after hours when no staff are on-site, or in other situations where user data has been lost or otherwise compromised.

Vendor Score:	S

| Comments: | The Echo Group's ability to recover from interruption caused by component failures, power outages, and natural disasters makes use of industry standard methodologies, including use of line conditioners, uninterruptible power sources, industry standard backup methods, plus transactional log backups performed every 6 hours. A verification process occurs as part of the backup process. The backup media is routinely verified. Backups are routinely sent off site. Encrypted (secure) transmission of customer data is transferred to the customer site daily to meet the needs of some organizations.

The following language from a sample customer contract further illustrates services offered:

"In order to maximize system availability, server redundancy will be maintained, including web server and application, as well as industry standard RAID 5 data storage redundancy capability. In |
| --- | --- |

> addition, Internet connectivity will include both T-1 or faster
> broadband connections and 'shadow line' redundancy."

3.3.11 System Interruption Recovery

The system architecture allows the system to recover from service interruptions with no or minimal loss of data, as well as minimal level of effort to return the system to the pre-interruption state. Methods are in place to ensure that any data initially lost during a system interruption is readily recoverable.

Vendor Score: | S

Comments: | Please refer to section 3.3.10.

Deliverables Summary

The requirements and responses above are amended below, and the original response together with the amended response shall be Echo's sole and only response as is related to the stated requirement. The amended requirement/response statements identify the items required as Deliverables by Contractor to County at no additional charge. For those items not included as Deliverables, they may be provided by Contractor in future releases at Contractor discretion, available to the County as additional products for purchase, or the may be considered for inclusion as Change Orders.

If demonstration of the following functionality is required by the vendor, it is the vendor's sole responsibility to determine how the application meets the requirements, and to demonstrate the same.

Additional Product Purchase - The following requirements require the purchase of the Rapid Insight products which is not included in this agreement.

2.7.17 Outcomes Measurement – requires Rapid Insight
2.8.10 Data Warehouse/Mart Support – requires Rapid Insight
2.8.14 Pre-defined Data Views – requires Rapid Insight

Functionality Not Included in Deliverables - The following items are not available in the application:

2.1.5 Community Resource Database - Functionality not available in application. We have had no contracts requiring this functionality. Enhancement can be addressed when needed.
2.1.6 Wait List Management - Functionality not available in application. We have had no contracts requiring this functionality. Enhancement can be addressed when needed.

2.3.4 Inpatient Tracking and Management – Functionality not available in application. We have had no contracts requiring this functionality. Enhancement can be addressed when inpatient installation is required.

2.5.19 Census Tracking/Bed Control - Functionality not available in application. We have had no contracts requiring this functionality. Enhancement can be addressed when needed.

2.6.8 Grant Billing – Functionality not available in application. We have had no contracts requiring this functionality. Enhancement can be addressed when needed

2.6.14 Capitation and Grant-In-Aid Payment Management – Application currently supports capitation; grant functionality enhancement can be addressed when needed.

2.7.10 Medication Administration Record – Functionality not available in application. We have had no contracts requiring this functionality. Enhancement can be addressed when needed.

2.7.13 Red Flag Function - Functionality not available in application. We have had no contracts requiring this functionality. Enhancement can be addressed when needed.

2.8.2 Standard Management Reports – Reports are available, an enhancement will be required to add custom reports to the menu.

2.8.7 Letter Writing/Mail Merge – Functionality not available in application. We have had no contracts requiring this functionality. Contractual enhancement will be required to support this functionality.

2.9.7 Pharmacy Benefits management Company Interface - Functionality not available in application. We have had no contracts requiring this functionality. Enhancement can be addressed when needed.

Amended Functionality - The following items are available in whole or in part, but the response provided in the proposal is amended as indicated.

2.1.4 Referral Management – requires MCO

2.3.3 Authorization Management – requires MCO

2.4.2 Claims Receipt and Processing – requires MCO

2.4.3 Claims Payment and Adjustment – requires MCO

2.4.4 Claims Payment History – requires MCO

2.4.5 Multiple Contracting Schemes – requires MCO

2.5.1 Personal Task List – There will be no integration with Outlook or Lotus Notes due to the extreme security risks in passing Protected Health Information over the internet.

2.5.25 Service Linkage to Progress Notes – The system may be set up to require Progress Notes for specific services, but the service cannot be entered at the time of entry of the Progress Notes.

2.6.6 Multiple Payors, Fees Schedules and Reimbursement Methods – requires MCO

2.7.14 Vital Signs Tracking – Users can redefine fields on the intake screen to support capturing the Vital Signs data.

2.8.13 Report Scheduling – The Actuate or Substitute Report Server supports scheduling of reports.

3.2.1 Tools for Creating Custom Forms/Screens – This requirement will be met with Agency Forms. Users can upload HTML forms into the application and data entered will be stored in XML and available for reporting.

3.2.6 Workflow Management – Warning functionality is limited to specific data fields. There is no universal workflow management system available.

3.2.7 Tickler Engine - Warning functionality is limited to specific data fields. Tasks can be entered and appear on a user's home page as additional notification. There is no universal tickler engine available.

3.2.11 Response Time – Echo does not guarantee specific response times.

3.3.1 Security System – Field level security can be accomplished using Lumigent a 3rd party application for data auditing not included in this contract.

3.3.3 Protected Health Information Authentication – Lumigent a 3rd party software can be used for comprehensive data auditing; Lumigent is not included in this contract.

3.3.7 Single Sign-On Support – We do not recommend a single sign on and do not support this in our application.

Exhibit E
Contractor Expense Reimbursement

A. Maximum Travel Amount. Travel related expenses shall not exceed $45,000, and will be charged to County on an "as used" basis.

B. Limitations. Contractor will make every effort to split travel-related expenses among as many clients as possible and to minimize overall costs. Under no circumstances will the total expenses billed exceed actual expenses incurred. Contractor will attempt to charge expenses proportionate to those incurred by each client. All such allocations will be at Contractor's discretion within these general guidelines.

C. Procedure

    1. Common Carrier Expenses. Expenses such as plane, train, taxi, bus, rental car, etc. will be reimbursed based on actual expenditure. Plane, train, and rental car expenses must be supported through receipts. Taxi expense may include gratuity. Contractor will attempt to schedule lowest possible cost transportation, but such scheduling will be based on Contractor's other scheduling requirements and experience with various carriers. First class or business class will not be reimbursed by County or billed to County without prior County approval. Final authority for scheduling is Contractor's.

Contractor may utilize reimbursed travel to visit other non-paying clients or for other purposes. The County will not pay any costs over and above those, which would have been incurred, solely for the County.

    2. Meals. Meals will be charged on a per diem basis. Normally, this will be set at $40.00 per day.

Meals charged to hotel rooms will be included based on actual cost and will be subtracted from the per diem at the per meal rates described above. Under no circumstances will meals purchased for County staff be billed back to the County.

    3. Rooms. Contractor permits clients to specify staff accommodations. Contractor requires that rooms should be quiet, clean contain telephones and TV, and be as accessible as possible to the work site. When more than one Contractor staff person is traveling, Contractor requires separate accommodations. The County will be billed for actual expenditures based on hotel receipts.

    4. Mileage. County will be billed at $.445 per mile from Contractor's offices, including travel to and from airports. Tolls and parking will be charged in addition.

    5. Staff Time Charges. County will be billed for actual Contractor staff time utilized in a given day. Days that are used solely for travel will not be billed to the County for Contractor staff time. Staff time used for County -related work on those days will be billed only for time

actually used. Days on which service is provided which include travel time, will be billed for the combined time, up to eight hours. For example, our staff person leaves home at 6:00A.M. for a 10:00A.M. session in Philadelphia. He/she leaves at 3:00P.M. for home. An eight hour day will be charged to the County. All travel related expenses will be charged even on days in which staff time is not.

     6. Multi-Client Expense Allocation. Contractor will split travel-related expenses among as many clients when possible. Under no circumstances will the total expenses billed exceed actual expenses incurred. Contractor will charge expenses proportionate to those incurred by each client where possible. All such allocations will be at Contractor's discretion.

EXHIBIT F

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is by and between the County of Santa Barbara, with its principal place of business in Santa Barbara, California, ("Covered Entity"); and The Echo Group with its principal place of business in Conway, New Hampshire ("BA") and is effective as of June 10, 2006(the "BA Effective Date").

WHEREAS, County of Santa Barbara is a "covered entity" as defined in regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

WHEREAS, Covered Entity may disclose or make available to BA and BA may use, disclose, receive, transmit, maintain or create from or on behalf of Covered Entity, certain information in order to provide the services or perform the function for which Covered Entity has retained BA, and

WHEREAS, the purpose of this Agreement is to satisfy the obligations of Covered Entity under HIPAA and to ensure the integrity and confidentiality of certain information that BA uses, discloses, receives, transmits, maintain or creates, from or on behalf of Covered Entity now and in the future,

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**

   a.   "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164.

   b.   Additional terms used in this Business Associate Agreement but not otherwise defined herein shall have the same meaning as those terms in the Privacy and Security Rules, including without limitation those set forth at 45 C.F.R. §§ 160.103 and 164.501.

2. **Scope and Interpretation**

   The terms and conditions of this Business Associate Agreement shall supplement and amend all present and future agreements and relationships between the parties, whether written, oral or implied ("Base Agreement" or collectively "Base Agreements"), which provide for BA's receipt, transmission, maintenance, creation, Use and Disclosure of Protected Health Information (PHI), in any form or medium, including electronic PHI, in BA's capacity as a "Business Associate" (as such term is defined under the Privacy and Security Rules) to Covered Entity. Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules. In case of any inconsistency or conflict between the Base Agreement(s) and the terms and conditions of this Business Associate Agreement, the terms and conditions of this Business Associate Agreement shall control. Except as supplemented and/or amended, the terms of the Base Agreement(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the Base Agreement(s).

3. **Obligations and Activities of Business Associate**

   BA agrees to:

   a.   Not Use or Disclose Protected Health Information (PHI) other than as permitted or required by this Business Associate Agreement or as Required by Law.

   b.   Use appropriate safeguards to prevent Use or Disclosure of the PHI other than as provided for by this Business Associate Agreement; and upon the enforcement date as specified by the Security Rule under HIPAA, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentially, integrity, and availability of the electronic PHI that BA creates, receives, maintains, or transmits on behalf of the Covered Entity in its capacity as a Business Associate.

   c.   Ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by BA on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Business Associate Agreement to BA with respect to such information.

   d.   Report to Covered Entity any Use or Disclosure of the PHI not provided for by this Business Associate Agreement of which it becomes aware, promptly, but in no event later than ten (10) business days of its discovery.

   e.   Report to Covered Entity promptly, but in no event later than ten (10) business days of its discovery, any Security Incident affecting the security of the Covered Entity's electronic PHI of which Business Associate becomes aware and that results in a use or disclosure of electronic PHI in violation of the Agreement. For those Security Incidents that do not result in a use or disclosure of electronic PHI in violation of the Agreement, reports may be made in the aggregate on at least quarterly basis. In this context, the term "Security Incident" shall have the same meaning as such term as defined in 45 CFR 164.304;

4. **Permitted Uses and Disclosures by Business Associate**

a.   Except as otherwise limited in this Business Associate Agreement, BA may Use or Disclose PHI necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Base Agreement(s), provided that such Use or Disclosure would not violate the Privacy and Security Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b.   Except as otherwise limited in this Business Associate Agreement or the Base Agreement, BA may Use or Disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA.

c.   Except as otherwise limited in this Business Associate Agreement or the Base Agreement, BA may Disclose PHI for the proper management and administration of BA, provided that the Disclosures are Required by Law, or BA obtains reasonable assurances, as evidence by a written contract, from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person and the person notifies BA of any instances of which it is aware in which the confidentiality of the information has been breached.

d.   Except as otherwise limited in this Agreement or the Base Agreement, BA may aggregate PHI in its possession to provide data aggregation services to Covered Entity as described in 42 C.F.R § 164.504(e)(2)(i)(B).

e.   BA may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

5. **Obligations of Covered Entity**

Covered Entity shall: (i) notify BA of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitations affect BA's Use or Disclosure of PHI; (ii) notify BA of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if and to the extent such changes affect BA's Use and Disclosure of PHI; and (iii) notify BA of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restriction may affect BA's Use or Disclosure of PHI.

6. **Permissible Requests by Covered Entity**

Covered Entity shall not request BA to Use or Disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

7. **Miscellaneous**

a.   Term. The term of this Business Associate Agreement shall be effective as of the BA Effective Date and shall terminate when all of the PHI provided by Covered Entity to BA, or created or received by BA on behalf of Covered Entity in BA's capacity as a "Business Associate" to Covered Entity is destroyed or returned to Covered Entity.

b.   Early Termination for Breach of Business Associate Agreement. Should Covered Entity become aware of a breach of a material term of the Business Associate Agreement, Covered Entity shall provide BA with written notice of such breach in sufficient detail to enable BA to understand the specific nature of the breach. Covered Entity shall be entitled to terminate the BA associated with such breach if, after Covered Entity provides the notice to BA, BA fails to cure the breach upon mutually agreeable terms within a reasonable time period specified by Covered Entity in such notice; provided, however that such time period specified by Covered Entity shall be based on the nature of the breach involved. If Covered Entity determines that neither cure nor termination is feasible, Covered Entity shall report the breach to the Secretary of Health and Human Resources.

c.   Effect of Expiration or Termination. Upon expiration or termination of the Business Associate Agreement(s) for any reason (including, but not limited to, termination for cause pursuant to Section 7(b) herein), BA shall return or destroy all PHI received from Covered Entity, or created or received by BA on behalf of Covered Entity, and certify in writing to such return or destruction. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI. In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, BA shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI. The provisions of this Section 6(c) shall survive expiration or termination of the Base Agreement(s) or this Business Associate Agreement for any reason.

d.   Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

e.   Amendment/Waiver. Notwithstanding any provision of this Business Associate Agreement or the Base Agreement(s) to the contrary, the Parties agree to take such action as is necessary to amend this Business Associate

Agreement and/or the Base Ag...ment(s), as applicable, from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended from time to time, and any privacy, security, or other administrative simplification regulations promulgated pursuant thereto. No amendment shall be effective unless in writing and signed by duly authorized representatives of both parties. No waiver by either party of any breach of this Business Associate Agreement, no matter how long continuing nor how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor is any delay or omission on the part of either party to exercise or insist on any right, power, or privilege hereunder a waiver of such right, power or privilege.

f.   Severability. If a court of competent jurisdiction finds any term of this Business Associate Agreement invalid, illegal or unenforceable, that term shall be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality or unenforceability, and without in any way affecting or impairing the remaining terms.

g.   LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING FROM ITS PERFORMANCE OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

This Agreement becomes binding when signed by authorized representatives of both parties

Alcohol Drug and Mental Health Services
County of Santa Barbara   **The Echo Group**
300 N. San Antonio Road   **15 Washington Street**
Santa Barbara, CA 93110   **Conway, NH 03818**
COVERED ENTITY   **BUSINESS ASSOCIATE**

By: _____   _____

Signature: _____   _____

Title: _____   _____

Date: _____   _____

Exhibit G
Hardware and Software Specifications

A. Contractor Recommended Hardware Specifications, Procured by County

Hardware Specifications are the minimum product specifications recommended by Contractor for implementation and installation of ShareCare by County. These items are not provided by Contractor nor included in Contractor warranty or maintenance:

1. ColdFusion/Web Server:

a. Hardware
(1) Server Dual Processor 3Ghz Xeon CPU or better with 6GB RAM or better
(3) 36GB or better Drives
(3) 10/100/1000 Network Interface Cards

b. Software
(1) Windows Server 2000 License
(1) ColdFusion MX version 7 Enterprise Edition License
(1) Data Junction Lite License

2. Actuate Server:

a. Hardware
(1) Server Dual Processor 3GHZ Xeon CPU or better with 4GB RAM or better
(3) 36GB or better Drives
(3) 10/100/1000 Network Interface Cards

b. Software
(1) Windows Server 2000 License
(1) ColdFusion MX Enterprise Edition

3. SQL Server:

a. Hardware
(1) Quad Server with minimum Dual Processors 3GHZ Xeon CPU or better with 12GB RAM or better
(1) Dual Channel RAID Controller
(8) 36GB or better Drives
(1) 143GB or better Drive
(1) U320 SCSI Drive Enclosure
(3) 10/100/1000 Network Interface Cards

b. Software
(1) Windows Server 2000 License
(1) SQL Server 2000 License

County may consider duplicating the production servers listed above, with less hardware capacity needed, for the possible uses of testing and custom reporting.

4. Network Infrastructure Recommendations:

Minimum of 2 Gigabit switches with 8 ports minimum
Firewall to accommodate 3 ports (WAN, DMZ, and LAN)

B. Software Specifications for Software, Procured by Contractor

The following products are provided to County with training, warranty and support provided by Contractor.

1. ShareCare™ Enterprise Modules
   a. ShareCare™ Clinical module – This module incorporates all the features necessary to manage the continuous care of a consumer electronic medical record;
      - Intake assessment
      - Treatment planning
      - Progress notes
      - Medication
      - Discharge planning
      - Consumer diagnostics

   b. ShareCare™ Fiscal module – this component of the product generates bills, applies payments, and performs government reporting.

   c. ShareCare™ Managed Care module (MCO) - The ShareCare™ MCO module provides a tool for management of service provider contracts.

   d. Actuate™ (a third-party product) – This is the reporting engine on which ShareCare™ reports are built and processed. Actuate™ has significant capabilities regarding report distribution and enhanced analysis.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is by and between _____with its principal place of business in _____ _____("Covered Entity"); and The Echo Group with its principal place of business in Conway, New Hampshire ("BA") and is effective as of _____(the "BA Effective Date").

WHEREAS, _____ is a "covered entity" as defined in regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

WHEREAS, Covered Entity may disclose or make available to BA and BA may use, disclose, receive, transmit, maintain or create from or on behalf of Covered Entity, certain information in order to provide the services or perform the function for which Covered Entity has retained BA, and

WHEREAS, the purpose of this Agreement is to satisfy the obligations of Covered Entity under HIPAA and to ensure the integrity and confidentiality of certain information that BA uses, discloses, receives, transmits, maintain or creates, from or on behalf of Covered Entity now and in the future,

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**

    a.   "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164.

    b.   Additional terms used in this Business Associate Agreement but not otherwise defined herein shall have the same meaning as those terms in the Privacy and Security Rules, including without limitation those set forth at 45 C.F.R. §§ 160.103 and 164.501.

2. **Scope and Interpretation**

    The terms and conditions of this Business Associate Agreement shall supplement and amend all present and future agreements and relationships between the parties, whether written, oral or implied ("Base Agreement" or collectively "Base Agreements"), which provide for BA's receipt, transmission, maintenance, creation, Use and Disclosure of Protected Health Information (PHI), in any form or medium, including electronic PHI, in BA's capacity as a "Business Associate" (as such term is defined under the Privacy and Security Rules) to Covered Entity. Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules. In case of any inconsistency or conflict between the Base Agreement(s) and the terms and conditions of this Business Associate Agreement, the terms and conditions of this Business Associate Agreement shall control. Except as supplemented and/or amended, the terms of the Base Agreement(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the Base Agreement(s).

3. **Obligations and Activities of Business Associate**

    BA agrees to:

    a.   Not Use or Disclose Protected Health Information (PHI) other than as permitted or required by this Business Associate Agreement or as Required by Law.

    b.   Use appropriate safeguards to prevent Use or Disclosure of the PHI other than as provided for by this Business Associate Agreement; and upon the enforcement date as specified by the Security Rule under HIPAA, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentially, integrity, and availability of the electronic PHI that BA creates, receives, maintains, or transmits on behalf of the Covered Entity in its capacity as a Business Associate.

    c.   Ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by BA on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Business Associate Agreement to BA with respect to such information.

    d.   Report to Covered Entity any Use or Disclosure of the PHI not provided for by this Business Associate Agreement of which it becomes aware, promptly, but in no event later than ten (10) business days of its discovery.

    e.   Report to Covered Entity promptly, but in no event later than ten (10) business days of its discovery, any Security Incident affecting the security of the Covered Entity's electronic PHI of which Business Associate becomes aware and that results in a use or disclosure of electronic PHI in violation of the Agreement. For those Security Incidents that do not result in a use or disclosure of electronic PHI in violation of the Agreement, reports may be made in the aggregate on at least quarterly basis. In this context, the term "Security Incident" shall have the same meaning as such term as defined in 45 CFR 164.304;

4. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited in this Business Associate Agreement, BA may Use or Disclose PHI necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Base Agreement(s), provided that such Use or Disclosure would not violate the Privacy and Security Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Business Associate Agreement or the Base Agreement, BA may Use or Disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA.

c. Except as otherwise limited in this Business Associate Agreement or the Base Agreement, BA may Disclose PHI for the proper management and administration of BA, provided that the Disclosures are Required by Law, or BA obtains reasonable assurances, as evidence by a written contract, from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person and the person notifies BA of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or the Base Agreement, BA may aggregate PHI in its possession to provide data aggregation services to Covered Entity as described in 42 C.F.R § 164.504(e)(2)(i)(B).

e. BA may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

5. Obligations of Covered Entity

Covered Entity shall: (i) notify BA of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitations affect BA's Use or Disclosure of PHI; (ii) notify BA of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if and to the extent such changes affect BA's Use and Disclosure of PHI; and (iii) notify BA of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restriction may affect BA's Use or Disclosure of PHI.

6. Permissible Requests by Covered Entity

Covered Entity shall not request BA to Use or Disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.
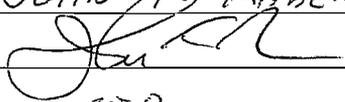
7. Miscellaneous

a. Term. The term of this Business Associate Agreement shall be effective as of the BA Effective Date and shall terminate when all of the PHI provided by Covered Entity to BA, or created or received by BA on behalf of Covered Entity in BA's capacity as a "Business Associate" to Covered Entity is destroyed or returned to Covered Entity.

b. Early Termination for Breach of Business Associate Agreement. Should Covered Entity become aware of a breach of a material term of the Business Associate Agreement, Covered Entity shall provide BA with written notice of such breach in sufficient detail to enable BA to understand the specific nature of the breach. Covered Entity shall be entitled to terminate the BA associated with such breach if, after Covered Entity provides the notice to BA, BA fails to cure the breach upon mutually agreeable terms within a reasonable time period specified by Covered Entity in such notice; provided, however that such time period specified by Covered Entity shall be based on the nature of the breach involved. If Covered Entity determines that neither cure nor termination is feasible, Covered Entity shall report the breach to the Secretary of Health and Human Resources.

c. Effect of Expiration or Termination. Upon expiration or termination of the Business Associate Agreement(s) for any reason (including, but not limited to, termination for cause pursuant to Section 7(b) herein), BA shall return or destroy all PHI received from Covered Entity, or created or received by BA on behalf of Covered Entity, and certify in writing to such return or destruction. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI. In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, BA shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI. The provisions of this Section 6(c) shall survive expiration or termination of the Base Agreement(s) or this Business Associate Agreement for any reason.

d. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

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Agreement and/or the Base Agre   nt(s), as applicable, from time to time as is necess   or Covered Entity to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended from time to time, and any privacy, security, or other administrative simplification regulations promulgated pursuant thereto. No amendment shall be effective unless in writing and signed by duly authorized representatives of both parties. No waiver by either party of any breach of this Business Associate Agreement, no matter how long continuing nor how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor is any delay or omission on the part of either party to exercise or insist on any right, power, or privilege hereunder a waiver of such right, power or privilege.

f.   <u>Severability</u>. If a court of competent jurisdiction finds any term of this Business Associate Agreement invalid, illegal or unenforceable, that term shall be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality or unenforceability, and without in any way affecting or impairing the remaining terms.

g.   LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING FROM ITS PERFORMANCE OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

This Agreement becomes binding when signed by authorized representatives of both parties

The Echo Group
15 Washington Street
Conway, NH 03818
BUSINESS ASSOCIATE

By: _JOHN F. RADEN_

Signature: _(signature)_

Title: _CEO_

Date: _25 MAY 04_