

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

701



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
January 10, 2012

SUBJECT: Amendment to the Professional Services Agreement with Deloitte Consulting LLP for Project Management Services for the Hospital Information System

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and authorize the Chairman of the Board to sign the attached Second Amendment to the Agreement between Riverside County Regional Medical Center (RCRMC) and Deloitte Consulting LLP to extend the project through June 30, 2013, adding an additional \$2,260,000 (fees and expenses) to the total aggregate amount of the contract; and
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 753,332.58	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0.00	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: 100% Hospital Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis* DATE: 1/24/12
 Departmental Concurrence
 Purchasing: *Mark Seiler* Mark Seiler, Assistant Director
 Policy Policy
 Consent
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Per Exec. Ofc.:

3.22

BOARD OF SUPERVISORS

Form 11

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SUBJECT: Amendment to the Professional Services Agreement with Deloitte Consulting LLP for Project Management Services for the Hospital Information System

BACKGROUND:

On July 29, 2008, Agenda Item 3.114, the Board approved the professional services agreement between Riverside County Regional Medical Center (RCRMC) and Deloitte Consulting LLP to provide Project Management Services for the Hospitals Information System (HIS). The contract agreement indicates specific durations for a variety of support / coaching roles to be provided to RCRMC.

On February 9, 2010; Agenda Item 3.50, the Board approved the first amendment to the contract agreement in an effort to complete the services timely due to the unexpected departure of RCRMC's Project Director. Deloitte and RCRMC agreed to temporarily fill the position with an interim Project Director provided by Deloitte. This resource has acted as the overall Project Director for the HIS Project, working with RCRMC, Riverside County Information Technology (RCIT), Siemens and Deloitte personnel.

This amendment would extend the term of the agreement and allow additional funding to fully complete RCRMC's new electronic medical records system. This project has been extended because of several unanticipated factors, namely: lack of in-house RCRMC technical skills; and required infrastructure improvements, including replacement of the entire existing network with new wireless network and corresponding upgrade of the RCRMC data center. Deloitte will provide the necessary & continued support in the project management, clinical, technical, physician & training activities associated with County's Siemens Soarian implementation based on updated project timelines and the most recent resource needs as the project has evolved. RCRMC is currently in the process of implementing Siemens Soarian Clinicals with the deployment of several core clinical applications, including but not limited to inpatient CPOE and clinical documentation. Therefore, the Director of RCRMC requests the Board's approval of the recommended motions.

PRICE REASONABLENESS:

Pricing as specified in Deloitte's original contract agreement with RCRMC have not changed. The same hourly rates will apply in this amendment.

The additional funds would only increase the aggregate amount of the contract as the term of the contract is being extended to complete the project.

FINANCIAL IMPACT:

100% Hospital Enterprise Funds. One third (1/3) of the funds will be allocated to the current FY and the remaining amount will be allocated for the next FY.

Total Amount	Allocated to Fiscal Year 2011/2012	Allocated to Fiscal Year 2012/2013
\$2,260,000.00	\$753,332.58	\$1,506,667.42

REVIEW/APPROVAL:

County Counsel
County Purchasing

DB:ns

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

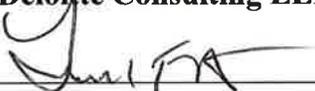
WITH

DELOITTE CONSULTING LLP
(Hospital Information System Implementation System)

That certain Agreement between Riverside County Regional Medical Center ("COUNTY") and **Deloitte Consulting LLP**, ("CONTRACTOR"), approved by the Board on July 29, 2008, Agenda #3.114 and first amendment approved by the Board on February 9, 2010, Agenda #3.50, is hereby amended January 1, 2012, as follows:

1. This Amendment supplements the Agreement as stated in Exhibit A-1, which is attached to and incorporated into this Amendment.
2. Supplement **Exhibit B Payment Provision** with **Exhibit A-1 Statement of Work Amendment**, as attached hereto and incorporated herein.
3. This Agreement is extended through June 30, 2013.
4. All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CONTRACTOR
Deloitte Consulting LLP
By:  _____

Timothy F. Smith
Type or Print Name

Principal, Healthcare Information Technology
Type or Print Title

Date: 1/1/2012

COUNTY OF RIVERSIDE

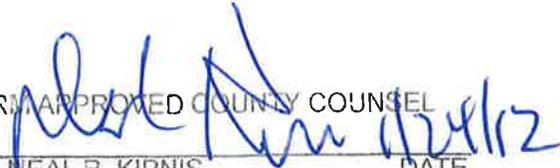
By: _____

Type or Print Name

Chairman
Type or Print Title

Date: _____

FORM APPROVED COUNTY COUNSEL

BY:  _____
NEAL R. KIPNIS DATE

STATEMENT OF WORK - AMENDMENT

This Statement of Work - Amendment supplements the terms and conditions of the Professional Service Agreement between the parties dated July 29, 2008.

I. Background and Our Understanding of Your Needs

Riverside County Regional Medical Center (“COUNTY”) is currently in the process of implementing Siemens Soarian Clinicals with the deployment of several core clinical applications, including but not limited to inpatient CPOE and clinical documentation. COUNTY has engaged Deloitte Consulting (“CONTRACTOR”) at the outset and for the last couple of years with the Soarian Ancillary and Clinical implementation, specifically supporting the implementation planning, project management, and coaching roles within several of the teams. This Statement of Work - Amendment is to extend Deloitte Consulting’s professional services to provide ongoing support based on the updated project timelines and the most recent resource needs as the project has evolved.

The scope of the in progress Siemens Soarian Clinicals implementation from current through post go-live support is illustrated below.

Updated January 27, 2011	2010												2011												2012											
	Install	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec									
Siemens Estimated Implementation Timeline																																				
Wireless roll out	3																																			
Thin Client roll out (initial roll out is 203 images clinicians, remaining 400 images 30 days later)	6																																			
WOWs implementation (203 carts to deploy for clinical areas)	6																																			
Soarian Clinicals v3.2 Upgrade (Live for Live)	3																																			
OPEN/VA v21.8 Upgrade (Test and Prod)	3																																			
Invision OP Pre-Registration (Pre-Requisite to Scheduling)	5																																			
Soarian Scheduling - pilot (uses same resources as OP Pre-Reg & impacts same areas as NextGen)	6																																			
Soarian Scheduling - rollout (Siemens assist with 2 additional areas/depts)	3																																			
Decision Support (needs a Fiscal resource to supplement team)	3																																			
NextGen EMR pilot (FCC)	8																																			
NextGen EMR - rollout remaining clinics (TBD)	4																																			
ARRA Meaningful Use Stage 1 Attestation - for Eligible Professionals 90 days	3																																			
Soarian Clinical Team - Peds, PICU Pilot	9																																			
Soarian Clinical Team Roll out remaining units/locations	11																																			
Access e Forms	5																																			
Soarian Common Clinicals Non-Med Orders (Lab/Rad)	13																																			
CPOE(Pilot ?) Med Orders	13																																			
Physician Order Entry Enterprise Wide Customer Roll Out - Med Orders	7																																			
Physician Documentation (Live targeted 2013) Includes Progress Notes, Assessments, etc	6																																			
Siemens Pharmacy v24.2 Upgrade (Pre-Req to CPOE go-live and Meaningful Use)	3																																			
EDM v24.09 Upgrade (Pre-Req to Meaningful Use)	3																																			
Dockside to Bedside for medications (including bar-coding solution)	11																																			
Med Administration Check (MAK) - pilot (reqs. Completion of bar coding solution)	6																																			
MAK rollout	3																																			
Soarian Critical Care (Live Targeted 2013)	5																																			
ARRA Meaningful Use Stage 1 Attestation - 90 Days	3																																			
HIM Online Medical Record	11																																			
HIM Completion Management	6																																			
OR Install/Upgrade	11																																			
Anesthesiology Install	7																																			
4010 to 5010 Electronic Data Exchange	11																																			
Migration to ICD-10	33																																			
Soarian Financials (Live Targeted July 2014)	13																																			

II. Deloitte Consulting Services Project Scope

CONTRACTOR will provide professional services to support COUNTY in the project management, clinical, technical, physician adoption and training activities associated with

STATEMENT OF WORK - AMENDMENT

COUNTY’s Siemens Soarian implementation. The following lists the key activities and deliverables by support area associated with CONTRACTOR professional services to COUNTY’s Soarian Clinicals implementation:

CONTRACTOR Consulting Services

Support Area	Key Activities
Project Management	<ul style="list-style-type: none"> • Detailed Workplan Management • Bi-Weekly Status Reporting • Governing Communication to Core Team, Steering Committee, and Project Sponsors • Issues Management • Risk Management • Change Control Management • Transition with knowledge transfer to COUNTY roles / staff
Clinical Content	<ul style="list-style-type: none"> • Support clinical content design and build for nursing protocol, orders, and care plans for October 2011 go-live and post go-live • Support clinical documentation deadlines and readiness for upcoming go-live in October 2011 and post go-live • Provide a liaison role to support CPOE and CPOE integration with Nursing and Ancillary areas • Transition with knowledge transfer to COUNTY roles / staff
Physician Adoption	<ul style="list-style-type: none"> • Create and support implementation of CPOE and physician documentation adoption plan • Support communication and change management with adoption activities • Support physician documentation and workflow readiness for go-live, i.e. content, reports, rounding navigators, etc. • Support order sets design and build through reviews with Residents • Transition with knowledge transfer to COUNTY roles / staff
Technology	<ul style="list-style-type: none"> • Provide overall technical advice throughout implementation • Support testing implementation planning • Educate and support execution of testing plan with build team and end-users impacted by implementation • Transition with knowledge transfer to COUNTY roles / staff
Training	<ul style="list-style-type: none"> • Create instructional (training content) design based on the workplan • Develop training materials for upcoming training requirements • Support COUNTY Trainers with training documentation needs • Transition with knowledge transfer to COUNTY roles / staff

III. Timing and Project Staffing

A. CONTRACTOR Project Resources

Based on CONTRACTOR’s understanding of the project resource support COUNTY needs to continue making progress in its transition from patient paper charting to

STATEMENT OF WORK - AMENDMENT

electronic medical patient record, Deloitte Consulting will provide the resources indicated in the table below.

i. Resources

Role	Responsibilities	Estimated Duration
Engagement Advisory & QA Principal	<ul style="list-style-type: none"> • Serve as overall coach/advisor to COUNTY senior executives • Provide guidance and oversight to project team related to Siemens build and implementation as well as clinical process and content development efforts based on national view of clinical systems and clinical transformation • Provide the Deloitte Consulting resources necessary to meet COUNTY's project goals • Provide guidance with respect to integration of Siemens planning and implementation with all COUNTY initiatives • Conduct regular Quality Assurance review 	0.1 FTE 18 months
Project Director	<ul style="list-style-type: none"> • Overall day-to-day responsibility for Deloitte Consulting's resources and services • Serve as coach/advisor to COUNTY senior executives • Provide guidance with respect to overall project management related to the design and build processes as well as pilot implementation based on insight into Siemens • Works closely with the Project Directors to plan and manage activities related to the project • Monitors work plan, timeline, issues, risks, scope, benefits and communications • Coordinates with Siemens project leadership • Coordinates Program Management Office activities with the COUNTY Project Directors 	1.0 FTE 12 months
Clinical Advisor / Lead	<ul style="list-style-type: none"> • Manage the day to day implementation of clinical and ancillary projects with COUNTY and Siemens co leaders • Provide integration support across the various business processes and application modules • Provides clinical information systems implementation methodologies and tools • Advise/coach on the development of collaborative content for the clinical inpatient modules and associated workflows • Advise/coach on the development of collaborative content for the clinical inpatient and order entry build including third party content • Advise/coach on key workflows with recommendations for improved documentation and practice • Advises on leading practices and workflow methodology related to ancillary ordering and CPOE • Advise on the complexities of the Pharmacy and Medication Administration installation by assisting with the integrated CPOE efforts • Reviews integrated clinical Workplan and prepare weekly status reports, issues, and risks 	1.0 FTE 12 months

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Role	Responsibilities	Estimated Duration
	<ul style="list-style-type: none"> • Provide input into project status meetings and steering committee meetings as requested • Facilitates knowledge and skill transfer to team leads 	
Physician Advisor	<ul style="list-style-type: none"> • Responsible for assisting the team with Clinical Adoption Strategy and planning • Assist with Developing overall clinical adoption strategy and tools, including user adoption plan, organization readiness assessment, leadership alignment plan, risk/mitigation plans, etc. • Provides assistance to influence clinical users on hospital initiative and system adoption • Assist with the identification of user adoption issues and risks and provide feedback to change agents • Provide assistance to COUNTY Clinical Team Lead to develop and implement a Change Plan to address the themes, challenges, degrees of understanding and misalignment identified in the organization assessment • Facilitates knowledge and skill transfer to physician leaders and sponsors 	0.5 FTE 12 months
Technical Project Manager	<ul style="list-style-type: none"> • Serve as coach/advisor to COUNTY Project and Local System Project Directors with a focus on technology considerations • Serve as day-to-day Deloitte Consulting coordination point for system integration • Advise/coach COUNTY leadership with the design and build processes with a focus on ancillary system integration • Coordinate integrated issue resolution across the applications • Assist with analyzing application and data design issues, and developing recommendations and solutions • Advises on leading practices approach on cross integration of systems and processes • Advises on testing approach and execution • Guide usage, creation, and modifications to Deloitte Consulting accelerator tools and methodologies • Facilitates knowledge and skill transfer to technical team leads 	1.0 FTE 12 months

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Role	Responsibilities	Estimated Duration
Instructional Design (Training) and Development Project Manager	<ul style="list-style-type: none"> • Review current training plans and materials • Interview project Trainers and impacted clinical operational areas to develop training content gaps • Support design of training materials for clinical documentation and CPOE • Write training materials based on training content gaps • Collaborate with project Trainers and clinical operations to finalize training materials • Pilot training materials with end-users to determine if additional content is required • Assess end-user satisfaction during training to determine if additional training content is required • Write additional training content as needed • Facilitates knowledge and skill transfer to training team leads 	1.0 FTE 6 months

B. Non CONTRACTOR Project Resources

COUNTY and Siemens (under contract to COUNTY) will provide the resources described below to the engagement. The staffing of any roles not explicitly defined as a “Deloitte Consulting Role” in Section III of this Exhibit shall be the responsibility of the COUNTY. Should either Siemens or COUNTY fail to meet the commitments outlined herein, CONTRACTOR and COUNTY will work together to resolve the resource issue. Resolutions may include the execution of a change order for additional CONTRACTOR support, execution of a change order for a change in duration, the allocation of additional COUNTY staff, or otherwise. Such inability of Siemens or the COUNTY, should it occur, to meet resource requirements may result in an increase in professional services fees.

C. COUNTY Roles

The COUNTY will play an active role in the planning, design, adaptation, and implementation of the new systems. The COUNTY will provide co-leadership in each of the project modules, to be aligned wherever CONTRACTOR has proposed a Lead/Coach/Advisor, as well as provide application resources to work closely with Siemens to implement/adapt the core system. The following key areas will require COUNTY resources to independently lead, co-lead with CONTRACTOR or Siemens, and for execution of the project.

i. PMO

- PMO leadership (co-Lead)
- PMO Workplan Manager
- PMO Budget / Financial Analyst
- Communications

ii. Technology

- Interfaces & Conversions leadership, designers, and development
- Testing Co-Leadership and testing resources

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- Infrastructure Lead and technical engineering staff resources
- Cutover planning and execution (lead, staffing resources)
- Help Desk planning
- iii. **Application**
 - COUNTY will provide a lead / point person for each module included in scope (Clinical-Inpatient, Ancillary, Revenue Cycle, Ambulatory)
 - COUNTY will align resources with the proposed Siemens resources for design and adaptation of the included modules
 - Unit testing will be conducted by COUNTY in conjunction with Siemens
- iv. **Change Management and End User Adoption**
 - Adoption Lead
 - Training Lead
 - Super Users / Lead Trainers for go live training and support

Additionally, COUNTY will make available clinical, departmental (Laboratory, Radiology and others as needed) and Patient Financial Services resources as required to support the design, configuration validation, testing and training of COUNTY resources as required to support the success of the project.

D. Siemens Roles

The parties acknowledge that COUNTY has entered into an agreement with Siemens Medical Solutions USA, Inc. (“Siemens”), dated September 28, 2004 and amended on September 26, 2007 (such agreement as amended, the “Siemens Agreement”), under which Siemens has agreed to perform certain services for COUNTY that coincide with CONTRACTOR’s performance of the Services hereunder (“Siemens Services”). The parties agree that CONTRACTOR shall not be obligated to perform Siemens Services or be responsible for Siemens’ performance under the Siemens Agreement.

IV. Assumptions

A. County Responsibilities

The COUNTY agrees to cooperate with CONTRACTOR in the CONTRACTOR’s performance under this Agreement, including, providing CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel. COUNTY shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of data and information provided to CONTRACTOR for purposes of the performance of the Services. COUNTY acknowledges and agrees that CONTRACTOR’S performance is dependent upon the timely and effective satisfaction of COUNTY’S responsibilities hereunder and timely decisions and approvals of COUNTY in connection with the Services. CONTRACTOR shall be entitled to rely on all decisions and approvals of COUNTY. COUNTY shall be solely responsible for, among other things: (County needs to further review.) (i) making all management decisions and performing all management functions; (ii) designating a competent management member to oversee the Services; (iii) evaluating the adequacy and results of the Services; (iv) accepting responsibility for the

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results of the Services; and (v) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

B. General Assumptions

- It is understood and agreed that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the COUNTY.
- A mutually agreed to change order process will be followed to identify and address all scope changes.
- CONTRACTOR and COUNTY leadership will be available to resolve issues and make decisions in a timeframe that supports achievement of the project Workplan in a timely manner.
- CONTRACTOR will not be accountable for delays caused by COUNTY or Siemens lack of performance related to the specific milestones.
- COUNTY will not provide CONTRACTOR with access to PHI under this Amendment, unless required to satisfy a specific job responsibility.

D. PMO Assumptions

- COUNTY will provide a FTE analyst to support the budgeting, invoicing, benefit realization, and other financial analysis required for the project.
- COUNTY will provide a FTE to support the Workplan Manager role. This role will be responsible for working with team leaders to establish the integrated Workplan and to update it on a weekly basis. This resource will also be responsible for obtaining updates to project issues and risks on a weekly basis.
- COUNTY will provide a Training Manager resource to support the Project.
- CONTRACTOR will assist with development of communications strategy and “marketing” of the project within the organization at COUNTY.

E. Technical Infrastructure Assumptions

- CONTRACTOR will only participate in these efforts from a program management and oversight level rather than direct involvement.
- Interfaces and data conversion design and configuration continue to be the responsibility of COUNTY and Siemens.

F. Application / Process Redesign Assumptions

- CONTRACTOR support of the various functional and application areas will be primarily focused on team leadership and “coaching” of COUNTY resources,

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with Siemens and COUNTY accountable for most of the detailed application configuration

- The item 1F – Sorian Workflow Education (from the original RFP) is not an area where consulting services are required.
- COUNTY is interested in following a recommended leading practice process model for the clinical, financial, and ancillary aspects of the project. No significant transformational redesign will be required other than moving the organization towards the CONTRACTOR/Siemens recommended leading practice.

G. HIM

- The 1K – Base Imaging project has already begun at COUNTY and as such, CONTRACTOR will provide only PMO oversight to these efforts – no team level resources will be provided at this time.

H. Ambulatory

- CONTRACTOR will provide PMO oversight only for this area.

I. OR

- CONTRACTOR will support the OR project from a PMO oversight perspective only.

V. Out of scope items:

- Specific team level leadership for technical architecture, testing, training, interfaces & conversions etc.
- Training leadership and end-user trainers
- Configuration of applications that are “in scope”

VI. Fee and Expenses

CONTRACTOR shall be prepared to begin work upon COUNTY approval to proceed and commit to facilitating and supporting the COUNTY Siemens Soarian implementation team to complete the in progress Workplan activities. CONTRACTOR shall continue to work closely with COUNTY leadership to manage the project plan, issues, and risks associated with this important project. CONTRACTOR will work with COUNTY to transfer any credits for fees and expenses (remaining balance) from the existing Statement of Work to this Statement of Work – Amendment.

A. Professional Fees

The professional fees for the provision of the Services shall be billed on a time and materials basis utilizing the following hourly rates. These rates are consistent with the Agreement with yearly 3.5% increases added:

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Deloitte Consulting Resource	Hourly Rate*
Engagement Advisory & QA Principal	\$387.75
Project Director	\$291.40
Clinical Advisor	\$289.05
Physician Advisor	\$312.55
Technical Advisor	\$289.05
Training Instructional Designer	\$230.30

* The hourly rates set forth in the above table will continue to be subject to a 3.5% annual increase, effective on August 1 of each year. The first such increase occurred on August 1, 2009 per the Statement of Work dated July 21, 2008.

Based on the scope, work effort and timeline for the recommended resource requirements, the estimated professional fees for this work, which will be billed on a time and materials basis, shall not exceed the aggregate amount of two million seven hundred sixty thousand dollars (\$2,760,000) without the written approval of COUNTY. The aggregate amount includes the fees remaining in the Agreement (approximately five hundred thousand dollars- \$500,000).

Based on CONTRACTOR Services Project Scope and Project Staffing, CONTRACTOR will calculate an estimated total monthly fee to be leveraged for COUNTY project budget tracking purposes. CONTRACTOR will work with the COUNTY on a monthly basis to compute and track the aggregate fees billed to date.

B. Expenses

CONTRACTOR will bill for out-of-pocket expenses, such as travel, subsistence and report production, at actual cost. CONTRACTOR estimates travel expenses to be 12% of our professional fees. Travel expense reimbursement for individual expenses will be limited by the maximum allowable defined in the COUNTY travel policy (D-1), as applicable.

C. Project Budget

CONTRACTOR agrees to use diligent efforts to complete the Services hereunder within the "Fee Budget" set forth as specified below. Neither (i) will the fees for the Services hereunder exceed the aggregate amount of \$2,760,000 (the "Fee Budget") nor (ii) will the expenses reimbursable by COUNTY to CONTRACTOR hereunder exceed 12% of the total Fee Budget (the "Expense Budget"), without a formal amendment to this Agreement; provided, however, that: (i) the foregoing commitments in this paragraph shall not apply in the event that the parties enter into an amendment or change order which expands the scope of the Services hereunder (unless such amendment or change order expressly specifies that such commitments will remain in effect); and (ii) in the event that the total aggregate amount of fees payable to CONTRACTOR for services performed hereunder reaches the Fee Budget threshold and/or the total amount of expenses reimbursable to CONTRACTOR hereunder by COUNTY reaches the Expense Budget threshold and the COUNTY does not approve an increase in the applicable Fee and/or Expense Budget, CONTRACTOR or COUNTY may immediately terminate this Agreement for its convenience upon written notice to the other party. In the event that either party terminates this Agreement for its convenience pursuant to the preceding sentence (A)

STATEMENT OF WORK - AMENDMENT

COUNTY shall make payment to CONTRACTOR for all Services performed, and reimbursable Contract ID # MCARC-96156-001-023 RFP#MCARC063 expenses incurred, up through the date of termination (however, not to exceed the Fee Budget or Expense Budget respectively), and upon receipt of such payment (B) CONTRACTOR shall transfer any existing Deliverables to COUNTY; provided, however, that as a condition to CONTRACTOR transfer of any incomplete Deliverables (as a result of early termination hereunder), COUNTY acknowledges and agrees that any such Deliverables shall be delivered on a "as-is" basis, excluding, without limitation, any warranty or assurance as to its quality, usability, suitability, or otherwise.