



TYPE 2 WORK ORDER #NCY2-007

HEALTH CARE AGENCY TELEHEALTH IMPLEMENTATION

TYPE 2 WORK ORDER #NCY2-007

This Type 2 Work Order #NCY2-007 ("Work Order") is an attachment and addition to the Managed Services Network, Voice, and Security Agreement dated as of the Reference Date (hereinafter "Agreement") entered into by and between County of Orange ("County") and Science Applications International Corporation ("Supplier") and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this Work Order, the terms of the Agreement shall prevail and nothing in this Work Order shall modify or amend any provisions of the Agreement (including all components such as Functional Service Areas, Service Level Requirements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this Work Order and are Approved by County. This Work Order includes any attachments hereto. Any capitalized terms not defined in this Work Order shall have the same meanings as used in the Agreement. Changes to this Work Order will be processed in accordance with the Change Control Process as outlined in the Agreement.

All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of the Services. This Work Order provides a description of the nature of the work required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Type 2 Work Order #NCY2-007.

## 1. WORK ORDER NUMBER

NCY2-007

## 2. EFFECTIVE DATE

This Work Order is effective upon the date it is fully executed by authorized representatives of both Parties.

## 3. PROJECT NAME

Health Care Agency Telehealth Implementation

## 4. PROJECT SUMMARY

Supplier will assist Orange County Health Care Agency ("HCA") by implementing a fully configured [REDACTED] solution at select HCA Behavioral Health Services ("BHS") clinics. The implementation of the [REDACTED] will allow HCA to provide services to clients through virtual appointments. This will be Phase 2 of the HCA Telehealth Support project that includes Supplier performing system integration, infrastructure engineering, design specification, [REDACTED] enablement within the County Voice Core, functional testing, equipment assembly, transporting, onsite installations, and end user training classes. Based on the approved inventory completed in Phase I "NCY2-004 HCA Telehealth Support", the [REDACTED] solution will be implemented at [REDACTED] HCA locations with BHS Services and deploy [REDACTED] end-point [REDACTED] units to [REDACTED] clinician meeting rooms (small and large). Upon delivery, Supplier will perform and end-to-end test and provide a Quick Start training for BHS clinicians present in the office.

## 5. BUSINESS CASE / BUSINESS OBJECTIVES SUPPORTED

HCA will purchase and deploy [REDACTED] Telehealth endpoints to selected BHS clinics. The [REDACTED] solution will allow BHS clinicians to continue providing health services to clients and maintain COVID-19 preventative measures for the health and safety of BHS staff and clients.

6. CRITICAL SUCCESS FACTORS

6.1. Strong Project Management

Supplier shall manage the Services provided under this Work Order to the project schedule described in Section 10 (Project Schedule), below, and to the results to be achieved by the Services described herein by managing issues, risks, dependencies, and resources in a manner to achieve the project schedule and the results.

6.2. Open Communication and Governance Structure Clearly Defined

Good and open communication must be established early. Governance, the structure of recurring meetings, and the members of recurring meetings must be defined early. Meeting schedules must also be established for the length of the project.

6.3. Executive Leadership Involvement

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

7. WORK ORDER TYPE

- NRI ("Non-recurring Initiative") only Work Order (for Work Orders that do not include BAU elements)
- NRI and BAU ("Business as Usual") combination Work Order (for Work Orders that include both NRI and BAU elements)

As to NRI and BAU combination Work Orders, provide a description of each of the NRI and BAU components of this Work Order:

NRI Services will be used to provide the design, system integration, implementation, and end user training of the [REDACTED] solution for HCA clinics. Staging, assembling, coordinating, transporting, deployment, and post support of the Telehealth endpoints. BAU Services to include asset tagging and inventory control of Telehealth equipment. BAU Services to also include the addition of Telehealth endpoints in the Configuration Management Database ("CMDB") and transfer to production

7.1. Targeted Resource Order

- Targeted Resource Order Services

Resource Title	Name	Contact Information	Responsibilities	Location of Services Performance
N/A				

## 8. COUNTY SPONSOR, ORIGINATING SERVICE REQUEST, AND COUNTY BUDGET INFO

County Sponsor	Adil Siddiqui, HCA CIO, (714) 834-6619
Service Request Number	N/A
County Budget Info	HC01H

## 9. SUPPLIER ROLES AND RESPONSIBILITIES

Resource Title	Name	Contact Information	Responsibilities
Program Manager	Greg Mitchell	<a href="mailto:Gregory.C.Mitchell@saic.com">Gregory.C.Mitchell@saic.com</a>	Program Management
PMO Manager	Ben Page	<a href="mailto:Bejamin.C.Page@saic.com">Bejamin.C.Page@saic.com</a>	BAU – PMO
Network Manager	Eric Whitten	<a href="mailto:Eric.Whitten@saic.ocgov.com">Eric.Whitten@saic.ocgov.com</a>	BAU – Network Manager
Field Service Manager	Mark Whitley	<a href="mailto:Mark.C.Whitley@saic.com">Mark.C.Whitley@saic.com</a>	BAU – Field Services
ITSM Manager	Mike Roman	<a href="mailto:Michael.C.Roman@saic.com">Michael.C.Roman@saic.com</a>	BAU – ITSM Lead
Project Manager, Sr.	Michael Durk	<a href="mailto:Michael.durk@saic.ocgov.com">Michael.durk@saic.ocgov.com</a>	NRI – Project Manager
Network Design Engineer, Sr.	Edna Lopez	<a href="mailto:edna.lopez@saic.ocgov.com">edna.lopez@saic.ocgov.com</a>	NRI – Network Engineering & Deployment
Site Support Technician, Sr.	Sergio Silva	<a href="mailto:Sergio.silva@saic.ocgov.com">Sergio.silva@saic.ocgov.com</a>	NRI – Deployment Lead
Site Support Technician, Jr.	TBH	<a href="#">TBH</a>	NRI – Assembly and Deployment Team (4 Supplier Personnel)
██████ Engineer	Mike Solomon	<a href="mailto:mike.solomon@saic.ocgov.com">mike.solomon@saic.ocgov.com</a>	NRI – ████████ Engineer
Training Specialist	Mike Boyden	<a href="mailto:Michael.S.Boyden@saic.com">Michael.S.Boyden@saic.com</a>	NRI – Conduct end user training
Voice Engineer	Dave Patton	<a href="mailto:dpatton@burwood.com">dpatton@burwood.com</a>	NRI – Voice Engineering and Implementation
Voice Engineer	Ed Kerstetter	<a href="mailto:ekerstetter@Burwood.com">ekerstetter@Burwood.com</a>	NRI – Voice Engineering and Implementation
Voice Engineer	Anthony Thap	<a href="mailto:athap@Burwood.com">athap@Burwood.com</a>	NRI – Voice Engineering and Implementation
Voice Engineer	Amir Chak	<a href="mailto:achak@Burwood.com">achak@Burwood.com</a>	NRI – Voice Engineering and Implementation

## 10. PROJECT SCHEDULE

No.	Task	Start Date	End Date
1.	County – Work Order Approval		NLT 9/29/2020
2.	Kickoff Meeting		9/30/2020
3.	Receive all Telehealth equipment		10/6/2020
4.	Task 1 – Overall requirements and design	9/30/2020	10/1/2020

No.	Task	Start Date	End Date
5.	County to approve and order [REDACTED] cable drop additions		9/11/2020
6.	County to install required [REDACTED] cable drop additions at all HCA clinics specified	9/28/2020	NLT 12/14/2020
7.	County to approve and order circuit upgrades		9/10/2020
8.	Complete circuit upgrades at all approved sites	10/5/2020	NLT 11/1/2020
9.	Task 2 – [REDACTED] System Implementation	10/8/2020	10/16/2020
10.	Task 3 – Network design and Configuration	10/1/2020	10/13/2020
11.	Task 4 – [REDACTED] (“[REDACTED]”) System Deployment	10/14/2020	10/23/2020
12.	Subtask 4.1 – [REDACTED] Core Implementation	10/14/2020	10/16/2020
13.	Subtask 4.3 – Test and validate [REDACTED] (“[REDACTED]”) functionality	10/21/2020	10/22/2020
14.	Subtask 4.4 – Post-cutover / Infrastructure Support	10/21/2020	10/22/2020
15.	Milestone 1 – Complete [REDACTED] based [REDACTED] Functionality		10/22/2020
16.	Task 5 – Stage, Configure, and Deploy Telehealth Endpoints to specific HCA Clinics identified by HCA (see Section 20 (Attachments))	10/16/2020	12/11/2020
17.	Subtask 5.2 – Staging and Configuration of Telehealth Endpoints	10/16/2020	12/11/2020
18.	Subtask 5.4 – Transport and Deliver Telehealth Endpoints to HCA Clinics	10/16/2020	12/11/2020
19.	Subtask 5.5 – Onsite Installation and End-to-End Testing	10/16/2020	12/11/2020
20.	Subtask 5.6 – Post installation Critical Care Support	10/16/2020	12/11/2020
21.	Task 6 – Training and Adoption	10/16/2020	12/11/2020
22.	Milestone 2 – Turnover [REDACTED] to HCA in full production		NLT 12/18/2020

## 11. PRICING SUMS

Pricing Sums	
Maximum Project Charges	\$340,000
Key Milestone Charges	\$221,000
Deliverables At-Risk Amount	\$51,000

## 12. SERVICES

Supplier shall perform all Service necessary to implement the [REDACTED] solution and integrate the [REDACTED] solution into the County’s enterprise Network.

Scope includes:

- Project Management support for coordination of the scope
  - Project planning
  - Create and coordinate proximity-based deployment schedule
  - Monitoring and review
  - Provide regular project status reports
  - Host and attend regular status meetings
- Network Engineering support for the engineering and expansion of the existing Network to accommodate the [REDACTED] upgrade.
  - Design specifications with Orange County Information Technology (“OCIT”) approval
  - Engineering oversight
  - Design the solution by matching or exceeding the [REDACTED] recommended network specifications for an uninterrupted and acceptable level of audio/video user experience.
  - Install, configure, and integrate additional network equipment to accommodate [REDACTED] upgrade
  - Implement change request in support of [REDACTED] installations
  - CMDB updates
- Data Center [REDACTED] Engineering will support [REDACTED] solution with the following deliverables
  - Certificates and Domain Name System (“DNS”)
  - [REDACTED] (“[REDACTED] / [REDACTED] Configuration
  - [REDACTED] Configuration
  - Single sign-on (“SSO”)
- Voice Engineering will support [REDACTED] solution with the following deliverables
  - Integrate HCA Provisioning sheet into [REDACTED] design
  - Design specifications with OCIT approval
  - Engineering oversight
  - Coordinate integration of [REDACTED] into enterprise platforms [REDACTED]
  - [REDACTED], [REDACTED] and [REDACTED]
  - Test and validate [REDACTED] functionality
  - Conduct functional testing of [REDACTED] solution
  - Configure [REDACTED] endpoints into call manager
  - Provide [REDACTED] conference training and onsite training
  - End-to-End testing
  - Oversight of overall deployment efforts
  - Post deployment support
- Field Services will support [REDACTED] solution with the following deliverables
  - Equipment staging
  - Assembly
  - Asset tagging
  - Transporting and delivery of TelePresence endpoints to all HCA clinics receiving upgrade(s)
  - Onsite Installation with Quick Start Reference guide. Supplier to submit training and leave behind materials to HCA for review and written Approval.
  - Onsite testing of TelePresence endpoints
- Supplier shall coordinate tasks and staff assignments with HCA Staff, Valentine (Val) Kamara and Mir Ali, Program Manager.

## 12.1. Tasks

Program Management		
Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Senior Project Manager	1 FTE	September-December 2020
Task 0 - Program Management Supplier shall program and project manage all phases of this Work Order as described below:		
Subtask 0.1 - Manage Develop, manage, and maintain the detailed project plan and report on a daily basis.		
Subtask 0.2 - Reviews Provide reviews at key points throughout the project, as identified in the detailed project plan.		
Subtask 0.3 - Reports Provide regular weekly status updates as to the progress of the project.		
Subtask 0.4 - Status Meetings Attend regular status meetings throughout the course of the project, including but not limited to delivery of progress on the daily SAIC DSR, and reporting in at the bi-weekly Project ORT, as stated in 0.3.		
Subtask 0.5 - Project Closeout Upon successful completion of all activities, provide a final report and perform Work Order closeout procedures.		
HCA Telehealth Implementation		
Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Voice Engineer	1 FTE	September – October 2020
██████ Engineer	1 FTE	September – October 2020
Task 1 – Overall requirements and design Develop design of ██████████ solution based on agency's business and functional requirements. Create design of ██████████ network to integrate with County enterprise Network.		
Task 2 - ██████████ System Implementation		
Subtask 2.1 – Call with HCA BHS site contact to review Provisioning Sheet		
Subtask 2.2 – Provisioning of ████████ Site		
Subtask 2.3 – One (1) 2-hour Administrative (Technical Training) plus content prep		
Subtask 2.4 – Additional Administrative Training Sessions (two (2) hours each plus content prep)		
Subtask 2.5 – Hybrid ██████████ Setup		
Subtask 2.6 – Hybrid Calendar (██████████)		
Subtask 2.7 – Hybrid Calendar (██████████)		
Subtask 2.8 – SSO		
Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Network Engineer	1 FTE	September – October 2020
Task 3 – Network design and Configuration		
Subtask 3.1 – Design network segmentation		
Subtask 3.2 – Network configuration of virtual routing and forwarding (“VRF”)/virtual local area network (“VLAN”)		
Subtask 3.3 – Configure network segmentation		
Subtask 3.4 – Wide area network (“WAN”) and Firewall configuration		
Subtask 3.5 – Quality of Service (“QoS”) configuration		

Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Voice Engineer	1 FTE	September – October 2020
██████ Engineer	1 FTE	September – October 2020
Task 4 – ██████ System Deployment		
Subtask 4.1 – ██████ Core Implementation		
Subtask 4.2 – ██████ Endpoint Setup		
Subtask 4.3 – Validate ██████ integration to Domain Name System (“DNS”)/Certificates/Exchange		
Subtask 4.4 – Test and validate ██████ ██████ functionality		
Subtask 4.5 – Post-cutover / Infrastructure Support		
Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Voice Engineer	1 FTE	October – December 2020
Hardware Specialist	1 FTE	October – December 2020
Site Support Technician, Sr.	1 FTE	October – December 2020
Site Support Technician, Jr.	4 FTE	October – December 2020
Task 5 – Stage, Configure, and Deploy Telehealth Endpoints to identified HCA Clinics (see Section 20 (Attachments))		
Subtask 5.1 – Receive Telehealth Endpoints (Asset tagging and Inventory control)		
Subtask 5.2 – Staging and Configuration of Telehealth Endpoints		
Subtask 5.3 – Engineering Oversight/Quality Assurance (“QA”)		
Subtask 5.4 – Transport and Deliver Telehealth Endpoints to HCA clinics		
Subtask 5.5 – Onsite Installation and End-to-End Testing		
Subtask 5.6 – Onsite Quick Start Training		
Subtask 5.7 – Post installation Critical Care Support		
Personnel Requirements	Time Commitment	Scheduled Beginning and End Dates
Training Specialist	1 FTE	October – December 2020
Task 6 – Training and Adoption		
Subtask 6.1 – Onsite Training End Users		
Subtask 6.2 – Training Documents for End User (██████)		
Subtask 6.3 – Training Documents for End User (██████)		

## 12.2. Service Level Requirements

N/A

## 12.3. Training

Supplier shall provide the trainings identified in Task 6 (Training and Adoption) of Section 12.1 (Tasks).

## 12.4. Assets

N/A



12.4.1. Software

N/A

12.4.2. Network Components

N/A

12.4.3. Equipment and Other Assets

N/A

12.4.4. Sunset Activities

No.	Asset Description	Affected Authorized Users	Affected Eligible Customers	Committed Sunset Date	Write-off or Accelerate Depreciation?	Book Value	Annual Cost of Support / Maintenance
1.	N/A						

12.5. Risks and Risk Mitigation

No.	Potential Risk	Mitigation Strategy / Contingency Plan	Probability of Risk (%)	Consequence	Amount at Risk
1.	N/A	N/A	N/A	N/A	N/A

13. ACCEPTANCE CRITERIA

13.1. Acceptance Criteria

The Acceptance Criteria shall be as described in Section Error! Reference source not found. (Deliverables) below as to each Deliverable under this Work Order and pursuant to the terms of the Agreement.

13.2. Acceptance Testing

Unless explicitly provided in this Work Order, the Acceptance Tests shall be as described in this Work Order and as otherwise defined in the Agreement.

13.3. Final Acceptance

Final Acceptance by the County shall be as defined in Section 19.4 (Final Acceptance) of the Agreement.

13.4. Final Acceptance Sign-Off Procedure

HCA will provide final project acceptance after the items listed in Section 12 of this Work Order have been completed and the goals of Section 4 of this Work Order have been met.

14. PROJECT REPORTS

Provide the following Reports as provided in Exhibit A.1 (Integrated Requirements FSA):

- Weekly status Reports (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))

- Project kickoff event summary Report (Exhibit A.1 (Integrated Requirements FSA) – Table 4 (Project Planning and Project Initiation Responsibilities))
- Project close-out cost and key learning Report (Exhibit A.1 (Integrated Requirements FSA) – Table 6 (Project Close Responsibilities))
- As needed written Reports as may be reasonably requested by County to monitor the status of the Services under this Work Order (Exhibit A.1 (Integrated Requirements FSA) – Table 3 (Supplier Project Manager Responsibilities))

## 15. ADDITIONAL REQUIREMENTS

### 15.1 Assumptions

This Work Order is premised on the following assumptions. A change in or a failure to satisfy an assumption may require an increase in the Work Order price, a modification to the schedule and/or a change to the Services:

1. Due to the compressed timeline to be complete by December 18, 2020, it is imperative HCA-IT and BHS leadership complete the following project roles and responsibilities in a timely manner. Supplier believes these activities requests a dedicated (20-30 hours per week) resource to coordinate and provide key these deliverables as the HCA business liaison to the BHS leadership and staff. Supplier requests HCA business liaison:
  - i. Provide business freeze calendar(s) and operating hours for each of the clinics identified in the attachment in Section 20 (Attachments).
  - ii. Socialize site migration timelines/process with inter-agency key stakeholders
  - iii. Coordinate and deliver end user communications
  - iv. Help in mitigating transition risks and act as point of escalation for agency issues
  - v. Assure County users of Supplier's operational readiness (i.e., Go/No Go decision)
  - vi. Participate in site migrations according to the agreed upon schedule
2. OCIT will ensure that HCA will provide Supplier with all required system and physical access to allow Supplier to perform the Services herein.
3. HCA will provide Business and Functional Requirements detailing the business processes and required outcomes that will be used as the basis of the [REDACTED] solution design and functionality.
4. HCA will apply either controlled or fixed asset tags to Telehealth units as per normal inventory management procedure.
5. HCA Procurement will purchase and receive Telehealth equipment at the [REDACTED] warehouse no later than October 1, 2020.
6. OCIT will provide warehouse floor space within the [REDACTED] for storing assembly, staging and testing of the [REDACTED] endpoints through duration of deployment outlined in Section 10 (Project Schedule).
7. OCIT will ensure cabling for BHS locations identified in the attachment in Section 20 (Attachments) are complete by December 14, 2020.

8. HCA and OCIT resources will be available to Supplier in a timely manner to support Supplier completing the Services pursuant to the dates in Section 10 (Project Schedule).
9. OCIT/HCA shall, at its sole cost, procure needed circuit upgrades from [REDACTED], or [REDACTED] and/or each of their affiliates where needed to meet the bandwidth requirements of the [REDACTED] upgrade.
10. HCA to provide accurate floorplans of HCA clinics receiving the [REDACTED] upgrades as identified in the attachment in Section 20 (Attachments).

16. DELIVERABLES

DELIVERABLES					
No.	Deliverable Name	Key Deliverable? (Y/N)	Deliverable Date	Acceptance Criteria	Weighting Factor*
1.	Subtask 4.1 – █████ Core Implementation	Y	10/16/2020	Executed Voice Core test plan	
2.	Subtask 4.2 – █████ Endpoint Setup	Y	10/21/2020	Completed █████ Endpoint Setup	
3.	Subtask 4.4 – Test and validate █████ █████ █████ functionality	Y	10/22/2020	Executed █████ Functionality test plan	
4.	Subtask 5.2 – Staging and Configuration of Telehealth Endpoints	Y	12/11/2020	County acceptance of equipment staging	
5.	Subtask 5.4 – Transport and Deliver Telehealth Endpoints to HCA clinics	Y	12/11/2020	Delivery acceptance sign-off	
6.	Subtask 5.5 – Onsite Installation and End-to-End Testing, Training Material & Critical Care.	Y	12/11/2020	Completed UAT documentation	

\* The sum of this column should equal one-hundred percent (100%).

17. MILESTONES

Milestones									
No.	Milestone Name	Key Milestone? (Y/N)	Milestone Date	Included Deliverables	Key Milestone Allocation (Percentage)*	Key Milestone Allocation (Dollars)	Holdback Amount	Key Milestone Scheduled Duration (Months)	Monthly Key Milestone Payment
1	Milestone 1 – Complete based on [REDACTED] Functionality	Y	10/22/2020	Del. 1, Del. 2, Del 3	50%	\$170,000	\$59,500	1	\$110,500
2	Milestone 2 – Turnover to HCA in full production	Y	12/14/2020	Del. 4, Del. 5, Del. 6	50%	\$170,000	\$59,500	3	\$36,833

## 18. KEY MILESTONES PAYMENTS TABLE

		Milestone #1	Milestone #2	
Month No.	Month	Milestone 1 – Complete based on [REDACTED] Functionality	Milestone 2 – Turnover to HCA in full production	Total (Monthly Key Milestone Payments)*
Milestone Allocation		50.0%	50.0%	100%
Total Milestone Payments		\$170,000	\$170,000	\$340,000.00
Milestone Duration (Months)		1	3	
Milestone Monthly Payment		\$110,500	\$36,833	
Milestone Holdback Amount		\$59,500	\$59,500	
Key Deliverables		See Section 16	See Section 16	Actuals Billed (aside from Holdback Amount)
1	Oct-20	\$110,500.00	\$36,833.33	\$147,333.33
2	Nov-20	\$59,500.00	\$36,833.33	\$36,833.33
3	Dec-20	\$0.00	\$36,833.33	\$36,833.33
4	Jan-21	\$0.00	\$59,500.00	\$0.00
Key Milestone Holdback Amount		Highlighted Above in Yellow	Highlighted Above in Yellow	\$119,000.00
Milestone Totals		\$170,000.00	\$170,000.00	\$340,000.00

19. INVOICING

19.1. Charges

Option 1 – Fixed Fee

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall be \$340,000 (the “Fixed Fee Charges”). For the avoidance of doubt, Supplier agrees that this is a Fixed Fee arrangement in which Supplier, subject to the other limitations in this Work Order and the Agreement, will provide all services necessary to provide the Services described in this Work Order for the Fixed Fee specified herein, regardless of the actual number of hours required or actually worked by Supplier to provide such Services.

Supplier shall specify the percentage and dollar allocations of the Fixed Fee Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1	Milestone 1 – Complete TelePresence based [REDACTED] Functionality	N/A	1,430	50.0%	\$ 170,000
2	Milestone 2 – Turnover TelePresence to HCA in full production	N/A	1,430	50.0%	\$ 170,000
Est. Total Labor			2,860		
Fixed Fee Charges				100%	\$ 340,000

[Option 2 – Not to Exceed]

The total Charges to be paid by County to Supplier for the Deliverables and other Services to be provided by Supplier pursuant to this Work Order shall not exceed \$\_\_\_\_\_ (the “Not To Exceed Price”), pursuant to the rates or Approved pricing set forth in Exhibit P (Pricing). For the avoidance of doubt, County agrees that this is a Not to Exceed arrangement in which Supplier, subject to the other limitations set forth in this Work Order, will provide the Deliverables and other Services described in this Work Order.

Supplier shall specify the percentage and dollar allocations of the Not To Exceed Charges and estimated hours for each Critical Milestone as provided in the sample below.

No.	Milestone	Est. Rate	Est. Hours	Est. Proportion	Est. Total
1.					
Est. Total Labor					
Fixed Fee Charges					

[Option 3 – Time and Materials]

County will be billed on an hourly basis pursuant to the rates and Approved pricing set forth in Exhibit P (Pricing), including the rates for Professional Services under Exhibit P.4 (Supplier Rate Card), based upon the actual hours worked by Supplier Personnel to provide the Services and in accordance with the payment schedule provided below or attached. Supplier estimates that the Charges for all Time and Materials to complete the Services under this Work Order are \$. The foregoing represents Supplier’s best, good faith

estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts (1) invoiced by Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate, or (2) in excess of the Maximum Project Charges.

Supplier shall specify the estimated dollar allocations for the Time and Materials estimate and estimated hours for each Targeted Resource Title by role as provided in the sample below. Supplier's hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Milestone	Level	Location	Rate	Est. Hours	Est. Proportion	Est. Total
<b>Milestone 1 - Provision of Targeted Resources</b>							
1.							
<i>Est. Total Labor</i>							

[Option 4 – Pass Through Plus Mark-Up]

County will be billed on a Pass Through Plus Mark-Up basis for third party goods and services acquired on behalf of County by Supplier pursuant to the process described under Section 267 (Pass Through Plus Mark-Up) of Exhibit X (Definitions). Supplier estimates that the Charges for all Pass Through Plus Mark-Up Deliverables and other Services under this Work Order are collectively \$\_\_\_\_\_. The foregoing represents Supplier's best, good faith estimate of the Charges required to perform the Services described in this Work Order. In the event it is anticipated that the estimate set forth above will be exceeded, Supplier will provide written notice to County and obtain County's Approval in advance of incurring such excess cost. County has no obligation with respect to any amounts invoiced by Supplier for work rendered in excess of the above estimate prior to the County's Approval of additional Charges in excess of Supplier's estimate.

Supplier shall specify the percentage and dollar allocations for the Pass Through Plus Mark-Up Charges by line item as provided in the sample below. Supplier's hourly rates must be consistent with rates set forth under Exhibit P.4 (Supplier Rate Card).

No.	Line Item	Quantity	Pass Through Cost (Each)	Pass Through Cost (Total)	Total Including Mark-Up (7%)
1.	N/A				
<i>Total Pass Through Plus Mark-Up Charges</i>					

19.2. Invoices

Invoices will be sent to County in accordance with the invoicing Requirements described in Exhibit F (Invoicing Requirements) and Section 21 (Invoices and Payments) of the Agreement.



19.3. Pass Through Expenses

No.	Line Item	Pass Through Expenses
1.	N/A	
<i>Total Pass Through Expenses Charges</i>		

20. ATTACHMENTS



BHS Clinics\_TH  
Station SR Data\_0910

21. CHANGES

No changes to this Work Order shall be effective without prior County Approval, and any changes to the terms of this Work Order shall be subject to Section 40.21 (Amendment of Agreement) of the Agreement.

22. SUPPLIER PERSONNEL COSTS

Pursuant to Section 9(D) of Exhibit P (Pricing), there shall be no Charges to County under this Work Order for any travel, entertainment, vacation, sick time, holidays, paid time off, overtime, or other similar costs or expenses in connection with the Supplier Personnel.

23. TERMINATION

Pursuant to Section 25.6 (Termination for Convenience) of the Agreement, County may terminate this Work Order for convenience upon providing Supplier with three (3) Business Days prior written notice. Upon any such termination of this Work Order, County's sole liability shall be the payment of any undisputed Charges incurred through the effective date of termination. For the avoidance of doubt, there shall be no termination fee for County's termination of this Work Order pursuant to Section 25.6 (Termination for Convenience) of the Agreement.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Work Order to be duly executed and effective as of the Effective Date.

Science Applications International Corporation

County of Orange

Signature: Kelly J. Parson  
Authorized Representative

Signature: \_\_\_\_\_  
Authorized Representative

Name: Kelly J. Parson

Name: Joel Golub

Title: Contracts Manager

Title: County Chief Information Officer

Date: 9/23/20

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
COUNTY COUNSEL**

Patrick Brusco  
Patrick Brusco, Deputy County Counsel