COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

Reply To: (213) 738-4601
Fax: (213) 386-1297

December 15, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL TO AMEND CONSULTANT SERVICES AGREEMENT WITH KAREN BOLLOW (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request approval to amend a sole source consultant services Agreement with Karen Bollow to extend the term and increase the total compensation amount for consulting services related to the Contract Provider Transition Project and the Contract Provider Technological Needs Project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute Amendment No. 3, substantially similar to Attachment I, extending the term of the existing Department of Mental Health (DMH) sole source consultant services Agreement No. MH050020 (Agreement) with Karen Bollow (Consultant) for 18 months, from January 1, 2010 to June 30, 2011, and increase the Total Compensation Amount (TCA) by $273,600 from $401,280 to $674,880 for Fiscal Years (FYs) 2009-10 through 2010-11.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to this Agreement and establish as a new TCA the aggregate of the original Agreement and all amendments through and including this Amendment, provided that: 1) the County's total payments to the Consultant under this Agreement for each applicable fiscal year shall not exceed an increase of 20 percent from the applicable Board approved TCA; 2) any such

increase shall be used to provide additional services or to reflect program changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval of County Counsel, the Chief Executive Office (CEO), and the County Chief Information Officer (CIO), or their designees, is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health notifies your Board of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will extend the term of the Agreement, which expires on December 31, 2009, to June 30, 2011, and will increase the TCA by $273,600, to ensure continuous consultation and technical assistance needed to implement and monitor the Contract Provider Transition Project (CPTP) and the Contract Provider Technological Needs Project (CPTNP).

To date, the Consultant's CPTP activities have been specifically limited to transitioning Non-Governmental Agencies (NGA) Short-Doyle contract providers to Electronic Data Interchange (EDI) by conducting monthly contract provider Stakeholder meetings and monitoring contract provider EDI transition status and EDI readiness.

Additional Consultant services are required to address the two remaining groups of contract providers, Fee-for-Service 2 (FFS2) providers (approximately 350), and other non-FFS2 or NGA providers (approximately 100) which were not included in the original scope of work because the relevance to them had not been determined at that time. The Consultant will provide consultative services and technical assistance using a similar approach as used for the NGA Short-Doyle contract providers consistent with Tasks 1 through 7 of the Statement of Work (SOW) (Exhibit A-1) of the Attachment. A detailed project plan, education plan, communication plan, and implementation strategy plan will be developed and monitored.

Furthermore, an additional task, Task 8 (CPTNP Objective) will be added to the SOW as part of this Amendment to continue to provide consultative services to DMH to support the CPTNP project. The Consultant will provide consultative services to ensure that DMH complies with the State Mental Health Services Act (MHSA) funding requirements for contractual monitoring and approval of MHSA Information Technology (IT) project proposals, project setup, project status tracking, financial tracking, project review, and project closeout.

The Consultant's knowledge is crucial to the success of both the CPTP and the CPTNP. Failure to extend the Agreement would severely hinder the efforts of an EDI transition by contract providers and consequently endanger the successful implementation of the Integrated Behavioral Health Information System (IBHIS).

Implementation of Strategic Goals

The recommended actions are consistent with County Strategic Plan Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The Amendment amount of $273,600, for the period from January 1, 2010, through June 30, 2011, is fully funded by MHSA and is included in DMH's FY 2009-10 final budget. Funding for FY 2010-11 will be included in the annual budget process.

There is no increase in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment to the Agreement will extend the term to June 30, 2011, as the existing term will expire on December 31, 2009. The increased funding is required for the Consultant to provide additional consultation and assistance needed to transition contract providers from a centralized consumer information and billing system to a decentralized model. This shift will require contract providers to interact with DMH's IBHIS via EDI transactions.

Contract providers, which number more than 550 agencies, are an essential part of the DMH provider network. It is in the interest of mental health services consumers for the transition of contract providers from a Direct Data Entry (DDE) data collection model to an EDI model to be well planned, carefully executed, and timely. Two projects were initiated to support contract providers. The CPTP addresses the technical mechanics of acquiring and implementing a system which supports EDI, while the CPTNP will monitor MHSA IT funding allocated to contract providers for the acquisition and implementation of systems which support EDI. EDI is the automated transfer of data in a specific format from one system to another.

The attached Amendment format has been approved as to form and use by County Counsel. The CEO and CIO have reviewed and approved the recommended actions. DMH Chief Information Office Bureau (CIOB) staff will continue to administer and

supervise the Agreement and ensure that the Agreement provisions and Departmental policies are being followed.

CONTRACTING PROCESS

On October 2, 2007, your Board approved a sole source consultant services Agreement with Karen Bollow based on her expertise to successfully execute such a transition without external assistance. This effort requires a consultant with proven information systems experience in the field of mental health. The Consultant has the appropriate experience, knowledge, and skills to manage an effort of this magnitude and technical complexity, and has successfully initiated the CPTP and assisted dozens of contract providers in their transition to EDI. The Consultant will continue facilitating contract provider transitions to EDI through the term of this Agreement, after which management of additional migrations to EDI will shift to DMH staff who will have gained experience by working with the Consultant in supporting the CPTP. The experience and knowledge that Consultant has attained from working with DMH contract providers is essential to the success of the CPTP and the CPTNP, and to select a new contractor at this time would be extremely costly to the County.

DMH has met the County's requirement for advance notification of intent to amend a sole source consultant services contract of $250,000 or greater in its notification letter to your Board dated November 12, 2009.

The required Sole Source Contract Checklist, identifying and justifying the need for the extension of the contract with the Consultant, has been approved by the CEO.

IMPACT ON CURRENT SERVICES

Board approval of the recommended actions will allow the Consultant to continue consultation and assistance related to the CPTP which will avoid delays in the IBHIS Project related to EDI business and technical procedures. There will be no impact upon, or interruption of, the current services being provided by DMH.

Respectfully submitted,

Marvin J. Southard, D.S.W.
Director of Mental Health

Reviewed by:

Richard Sanchez
Chief Information Officer

MJS:MM:RG:RK

Attachment

c: Chief Executive Officer
Acting County Counsel
Chief Information Officer
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

CIO ANALYSIS

AMENDMENT NO. 3 TO CONSULTANT SERVICES AGREEMENT NO. MH050020 WITH KAREN BOLLOW

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1.5 Yrs # of Option Yrs _____

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Marvin J. Southard, D.S.W., Director, DMH

Budget Information :

Contract Expenditures	$401,280
Requested Contract Amount	$273,600
Aggregate Contract Amount	$674,880

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? 100% funded by MHSA.
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT standards?
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Department of Mental Health (DMH) is requesting Board approval to authorize the Director of DMH, or his designee, to prepare, sign and execute Amendment No. 3 to Sole Source Consultant Services Agreement No. MH050020 with Karen Bollow (Consultant). These services are needed to ensure continuous consultation and technical assistance required to implement and monitor the Contract Provider Transition Project (CPTP) and the Contract Provider Technological Needs Project (CPTNP). The Amendment will extend the term of the agreement by 18 months and increase the Total Compensation Amount (TCA) by $273,600, from $401,280 to $674,880 for Fiscal Years 2009-10 through 2010-11. DMH is also requesting delegated authority to execute future amendments to this Agreement.

Background:

In October, 2007, your Board approved a sole source consultant services agreement with Karen Bollow to provide consulting and technical assistance to establish and monitor the CPTP. The CPTP assists Contract Providers with identifying, planning and executing tasks necessary to complete their transition from DMH's Direct Data Entry (DDE) claims processing system to Electronic Data Interchange (EDI). This contract provider migration to EDI will facilitate the implementation of DMH's new Integrated Behavioral Health Information System (IBHIS).

The contract term was for one year with a one-year option for a maximum contract sum of $334,400. DMH has executed two Amendments to this Agreement to extend the term and to increase contract maximum by $66,880.

Amendment No. 3 will enable DMH to acquire continued consulting services for CPTP and to engage the contractor's assistance to establish the CPTNP. The CPTNP provides state mandated monitoring and approval of Contract Provider MHSA IT funding requests for technology infrastructure upgrades that support the transition to EDI. The CPTNP will review all project proposals submitted by Contract Providers for MHSA IT funding; monitor the distribution of MHSA IT funds for approved projects; and monitor the completion of project tasks.

Project Justification/Benefits:

Consulting services are required to provide ongoing support for the CPTP and to establish the CPTNP. The CPTP assists Contract Providers by providing guidance, training and education on information system specifications, procurement options, contract provisions and negotiation items, and implementation strategies. These activities must begin now in preparation for the implementation of DMH's new Integrated Behavioral Health Information System (IBHIS) in July 2013.

To date, the Consultant's CPTP activities have been limited to transitioning Non-Governmental Short-Doyle Contract Providers to EDI by conducting monthly stakeholder meetings and monitoring Contract Provider EDI transition status and readiness. The Consultant has successfully assisted dozens of Contract Providers in their transition to EDI. The additional Consultant's services are required to address the two remaining groups of Contract Providers (approximately 350 Fee-for-Service Providers and approximately 100 non Fee-for-Service Providers or Non-Governmental Contract Providers which were not included in the original Statement of Work).

The CIO has interacted with Ms. Bollow over the past year and we feel that she has a strong background in information systems in the Mental Health field, and she has established positive relationships with many of the Contract Providers. Also, we have reviewed the Statement of Work (SOW) for this Amendment and the deliverables are clear and well thought out.

Project Metrics:

The primary project metrics will be the Consultant's ability to complete the deliverables as outlined in the SOW. The other key metric will be the Consultant's ability to transfer knowledge to DMH staff. After the term of this Agreement, additional Contract Provider migrations to EDI will be managed by DMH staff.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

Failure to approve this Amendment will hinder DMH efforts to ensure a successful Contract Provider EDI transition and potentially affect the implementation of the IBHIS.

Alternatives Considered:

None.

Project Risks:

The two primary project risks are:

- The Consultant's ability to effectively manage the heavy workload related to the CPTP and the CPTNP; and
- The Consultant's ability to transfer knowledge to DMH staff.

Risk Mitigation Measures:

DMH's key risk mitigation measures are to identify and document key deliverables in the SOW and ensure that time is carved out for knowledge transfer.

Financial Analysis:

The Amendment amount of $273,600 is fully funded by MHSA and is included in DMH's FY 2009-2010 Adopted Budget. Funding for FY 2010-2011 will be included in the annual budget process. There is no increase in net County cost.

CIO Concerns:

None.

CIO Recommendations:

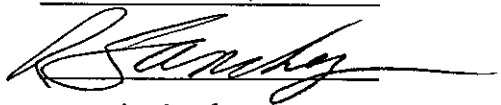
Based on our review of the Sole Source Board Notice, Board Letter, SOW and discussions with the Department, the CIO recommends approval of the recommended action.

CIO APPROVAL

Date Received: October 28, 2009

Prepared by: Henry Balta

Date: November 18, 2009

Approved: 

Date: 12-2-09

ATTACHMENT

CONTRACT NO. **MH050020**

AMENDMENT NO. **3**

THIS AMENDMENT is made and entered into this ___ day of _____, 2009, by and between the COUNTY OF LOS ANGELES (hereafter "County") and **Karen Bollow** (hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written Agreement, dated October 2, 2007, identified as County Agreement No. MH050020, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2009-10 County and Consultant intend to amend Agreement effective January 1, 2010 as described hereunder; and

WHEREAS, County and Consultant intend to amend Agreement to **extend** the term of this Agreement for an additional eighteen (18) months through June 30, 2011; and

WHEREAS, for FYs 2009-10 through 2010-11, County and Consultant intend to **add** Mental Health Services Act (MHSA) funding in the amount of **$273,600** for the provision of additional consulting services related to the Contract Providers Transition Project (CPTP); and

WHEREAS, for FYs 2009-10 through 2010-11, County and Consultant intend to revise the Statement of Work and add additional tasks to advise DMH in the development of systems and procedures to manage the Contract Provider Technological Needs Project (CPTNP) and monitor MHSA Information Technology (IT)

funding allocated to contract providers for the acquisition and implementation of systems that support Electronic Data Interchange (EDI) transactions; and

WHEREAS, for FYs 2009-10 through 2010-11, County and Consultant intend to add revised and/or new County mandated provisions (e.g., Insurance, defaulted property tax, etc.); and

WHEREAS, for FYs 2009-10 through 2010-11 the Total Compensation Amount (TCA) will increase by **$273,600** with a revised TCA of **$674,880**.

NOW, THEREFORE, County and Consultant agree that Agreement shall be amended only as follows:

1. Paragraph 4.0 (TERM OF AGREEMENT) shall be deleted in its entirety and the following substituted therefor:

"4.0 TERM OF AGREEMENT: This Agreement, effective October 2, 2007 through December 31, 2008, and further extended by amendment from January 1, 2009 through December 31, 2009, is extended for a period of 18 months beginning **January 1, 2010 through June 30, 2011**.

4.1 Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 54.0 (NOTICES).

4.2 Suspension of Payments: Payments to Consultant under this Agreement shall be suspended if Director, for good cause, determines that Consultant is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar

days notice of such suspension shall be provided to Consultant, including a statement of the reason(s) for such suspension. Thereafter, Consultant may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process."

2. Paragraph 5.0 (COMPENSATION) shall be deleted in its entirety and the following substituted therefor:

"5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A-1, Consultant shall be paid in accordance with the Payment Schedule established in Exhibit B-2. Total compensation for all services furnished hereunder shall not exceed the sum of NINETY-ONE THOUSAND TWO HUNDRED DOLLARS ($91,200) for Fiscal Year 2009-10 and ONE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED DOLLARS ($182,400) for Fiscal Year 2010-2011. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A-1. To request payment, Consultant shall present to County's Project Director monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Project Director or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed NINETY-ONE THOUSAND TWO HUNDRED DOLLARS ($91,200) for

Fiscal Year 2009-10 and ONE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED DOLLARS ($182,400) for Fiscal Year and 2010-11. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Project Director or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles, CA 90005

ATTN: Robert M. Greenless, Ph.D., Project Director"

3. Paragraph 8.0 (INDEMNIFICATION AND INSURANCE) shall be deleted in its entirety and the following substituted therefor:

"8.0 INDEMNIFICATION AND INSURANCE:

8.1 Indemnification: Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

8.2 General Provisions for all Insurance Coverage: Without limiting Consultant's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant

shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.2 and 8.3 of this Paragraph 8.0. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Consultant's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

(b) Renewal Certificates shall be provided to County not less than 10 days prior to Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant and/or Sub-Consultant insurance policies at any time.

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Consultant identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of

Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

(d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County - Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Ave., 5th Floor
Los Angeles, CA 90020

Consultant also shall promptly report to County any injury or property damage accident or incident, including any injury to a Consultant employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Consultant. Consultant also shall promptly notify County of any third party claim or suit filed against Consultant or any of its Sub-Consultant which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Consultant and/or County.

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2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3) Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Consultant's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

4) Failure to Maintain Insurance

Consultant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold

payments due to Consultant, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Consultant resulting from said breach.

5) Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6) Consultant's Insurance Shall Be Primary

Consultant's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Consultant. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

7) Waivers of Subrogation

To the fullest extent permitted by law, the Consultant hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Consultant shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8) Sub-Consultant Insurance Coverage Requirements

Consultant shall include all Sub-Consultants as insureds under Consultant's own policies, or shall provide County with each Sub-Consultant's separate evidence of insurance coverage. Consultant shall be responsible for

verifying each Sub-Consultant complies with the Required Insurance provisions herein, and shall require that each Sub-Consultant name the County and Consultant as additional insureds on the Sub-Consultant's General Liability policy. Consultant shall obtain County's prior review and approval of any Sub-Consultant request for modification of the Required Insurance.

9) Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies shall not obligate the County to pay any portion of any Consultant deductible or SIR. The County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Consultant's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10) Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

11) Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13) Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

14) County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.3 Insurance Coverage

1) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Consultant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Consultant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4) Unique Insurance Coverage

(a) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation,

supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(b) Professional Liability/Errors and Omissions

Insurance covering Consultant's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

(c) Property Coverage

Consultant given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Consultant's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value."

4. Paragraph 29.0 (CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT) shall be deleted in its entirety and the following substituted therefor:

"29.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Consultant require additional or

replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. If Consultant decides to pursue consideration of GAIN/GROW participants for hiring, Consultant shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to Consultant."

Note: *In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.*

5. Paragraph 51.0 (LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM) shall be added to this Agreement:

"51.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM: This Agreement is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Consultant shall pay particular attention to the following provisions in Chapter 2.204:

Consultant shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Consultant shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Consultant has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Consultant that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the

Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award."

6. Paragraph 52.0 (FORCE MAJEURE) shall be added to this Agreement:

"52.0 FORCE MAJEURE:

52.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Consultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

52.2 Notwithstanding the foregoing, a default by a Sub-Consultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such Sub-Consultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "Sub-Consultant" and "Sub-Consultants" mean Sub-Consultants at any tier.

52.3 In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to

obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

7. Paragraph 53.0 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) and Paragraph 54.0 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall be added to this Agreement:

"53. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIN PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individual and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

54. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 53 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

8. Paragraph 51.0 (NOTICES) is being renumbered to Paragraph 54.0.

9. Exhibit A-1, Statement of Work, attached hereto and incorporated herein by reference, shall supersede and replace the previously effective Exhibit A, Statement of Work, of the Agreement. All references to Exhibit A, Statement of Work, shall be deemed amended to refer to Exhibit A-1.

10. Exhibit B-2, Payment Schedule, attached hereto and incorporated herein by reference, shall supersede and replace the previously effective Exhibit B-1, Payment Schedule, of the Agreement. All references to Exhibit B-1, Payment Schedule, shall be deemed amended to refer to Exhibit B-2.

11. The Total Compensation Amount for this Agreement, including the extended term, shall not exceed SIX HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (**$674,880**). In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder.

12. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Consultant has caused this Amendment to be subscribed in its behalf by the duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

Karen Bollow
CONSULTANT

By _____

Name Karen Bollow

Title Consultant
(AFFIX CORPORATE SEAL HERE)

APPROVE AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVE AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EXHIBIT A-1
(Amendment No. 3)

STATEMENT OF WORK

CONSULTANT SERVICES TO BE PROVIDED BY KAREN BOLLOW

I. OBJECTIVE

The Los Angeles County (County) Department of Mental Health (DMH) requires consulting services to provide expert assistance and project management experience in establishing and implementing a Contract Providers Transition Project (CPTP). The goal of this Project is to assist Contract Providers with identifying, planning and executing tasks necessary to complete their transition from DMH's Direct Data Entry (DDE) claims processing system to Electronic Data Interchange (EDI). These transition activities must begin now in preparation for the implementation of DMH's new Integrated Behavioral Health Information System (IBHIS) in July 2013. In addition, DMH in an effort to assist Contract Providers requested funding in its MHSA Information Technology (IT) Plan submitted to State Department of Mental Health (SDMH). The plan was approved by SDMH but requires DMH to manage a significant stream of new MHSA funded projects to support Contract Providers MHSA IT funding requests in support of this transition.

II. BACKGROUND

In fall 2004, voters in California passed Proposition 63, now called the Mental Health Services Act (MHSA). MHSA provides great opportunity for DMH to reengineer the way it delivers mental health services, but it also requires significantly improved automated support in order to meet MHSA performance and outcome measures reporting expectations. The MHSA requirements cannot be met without an electronic health record (EHR) system such as that envisioned for the IBHIS.

DMH will select a Commercial-Off-The-Shelf (COTS) software application for an IBHIS that has a track record of success in other large mental health service delivery organizations. The application will be vendor supported and maintained and integrated with broad functionality to meet the requirements of DMH under MHSA. Once an agreement has been executed with a software vendor for the IBHIS, implementation is expected to take approximately 24 months. At the end of that period, both the "wrapper" Integrated System (IS) and the legacy Mental Health Management Information System (MHMIS) will be retired, and Contract Providers will no longer be direct users of the DMH IS. In recognition of the significant challenge for the majority of our Contract Providers, especially smaller providers who currently do not use information systems but are an important part of the DMH provider network, DMH initiated the Contract Provider Transition Project (CPTP). It is in our mutual interest, and certainly in the interest of our clients, to provide expert consultant project management services to coordinate and lead the effort of preparing Contract Providers to exchange electronic information through the use of EDI transactions.

In fall 2004 DMH prepared and submitted its MHSA Information Technology (IT) Plan to SDMH based on published SDMH MHSA guidelines. The request included a project to allocate and monitor MHSA IT funds to assist Non-Government Agency (NGA) Short-Doyle Contract Agencies and County hospitals in implementing an Electronic Health Record System (EHR-S) to support their EDI transition to IBHIS. SDMH approved the MHSA IT Plan in May 2009 and DMH anticipates a release of MHSA IT funds in fiscal years 2009-10 and 2010-11. Each Contract Agency will be required to submit a detailed project proposal for review and approval by DMH CIOB in order to receive the MHSA IT funds. Subsequently, the Contract Provider Technological Needs Project (CPTNP) was formed as an umbrella project to the CPTP to oversee Contract Provider project funding, monitoring, completion and compliance with quarterly State status reporting requirements.

III. SCOPE

Contract Providers are an essential part of the DMH provider network and it is in the interest of mental health services consumers to see that the transition of Contract Providers from a DDE data collection model to an EDI model is well planned, carefully executed and timely. Two projects were initiated to support Contract Providers. The CPTP addresses the technical mechanics of acquiring and implementing a system which supports EDI, while the CPTNP will monitor MHSA IT funding allocated to Contract Providers for the acquisition and implementation of systems which support EDI.

The primary objective of the CPTP will be to proactively assist Contract Providers by providing guidance, training and education on information system specifications, procurement options, contract provisions and negotiation items and implementation strategy and planning to complete the transition from DDE to EDI for all data exchanged between DMH and Contract Providers. The Project will also identify and coordinate external educational opportunities for Contract Providers and provide training on DMH standard systems interface requirements.

To address the complexities of transitioning more than 550 Contract Providers to EDI, three types of Contract Provider Transition Teams (CPTT) will be formed under the CPTP to allow DMH to respond to varying levels of EDI preparedness:

- Non-Government Agency (NGA) Short-Doyle Contract Providers and County hospitals;
- Managed Care (FFS2) agencies, if applicable and
- All other non-NGA and non-FFS2 Contract Agencies.

The transition to EDI will be closely monitored so that Contract Providers in need of focused support are identified early in each project phase and assisted appropriately.

The primary objective of the CPTNP will be to review all project proposals submitted by Contract Providers for MHSA IT Funding; monitor the distribution of MHSA IT funds for approved projects; and monitor the completion of project tasks which support their transition to EDI.

The Mental Health Services Act Capital Facilities and Technological Needs Component - Three-Year Program and Expenditure Plan Guidelines submitted to the State were developed in collaboration with the CPTP, one (1) CIOB staff and the CPTP Project Manager (Consultant). As a result, the Consultant has developed a detailed working knowledge of the necessary requirements to review proposals and monitor project activities for proposals approved by the administrative unit. CIOB will leverage Consultant's knowledge against its critical need to establish processes prior to the distribution of funds. Consultant shall assist CIOB with developing detailed project work plans, establishing approval and monitoring processes and project reporting and monitoring tools which ensure that the CPTNP complies with State MHSA funding requirements for contractual monitoring, and project funding, project review reporting processes and quarterly State Status Reporting requirements. Consultant shall transition these tasks and tools to CIOB's administrative unit once DMH has filled its vacancies. DMH is currently interviewing four (4) FTEs to manage this significant stream of new projects.

IV. PROJECT MANAGEMENT

The Executive Sponsor of this Project is Marvin J. Southard, D.S.W., Director of the Department of Mental Health.

County Project Director is Robert Greenless, Ph.D., DMH Chief Information Officer (CIO).

County Project Co-Director is Nancy Kless, DMH Program Director, Office of the Medical Director (OMD).

County Project Directors will provide management oversight for the Project and facilitate the cooperation of DMH personnel where necessary to support the deliverables. Consultant shall report administratively to County Project Director, but the primary operational coordination will be with the IBHIS Project Manager.

Consultant shall lead the three CPTT groups comprised of Contract Providers, other consultants and other stakeholders with support and assistance from designated DMH staff. The approach and processes used by the Consultant will be modified for the remaining CPTT groups as needed based on their unique requirements. Consultant shall direct the performance of all tasks as described within this Statement of Work (SOW), but shall not sign County procurement documents or invoices on behalf of County, nor sign time cards or prepare or sign County employee performance evaluations.
Consultant will provide monthly status reports and shall meet with County Project Director monthly or more frequently as directed by County Project Director to discuss Project status, obstacles to progress and work anticipated in the coming weeks.

Consultant shall, at all times, permit County Project Director, or his/her representative, to inspect any and all of Consultant's work in-progress without interference with such work. The purpose of such inspections will be to verify Project's progress as reported by Consultant and to insure that work products are in conformance with the requirements of this SOW. Upon notification by County Project Director, Consultant will immediately correct deviations from requirements or contract provisions at no cost to DMH.

All deliverables are to be prepared and submitted in Microsoft Office format and the version of Microsoft Project currently in use by DMH.

Consultant's covenants and responsibilities under this SOW shall not be conditional upon County's performance of the covenants contained in this SOW except to the extent that Consultant's ability to perform is dependent on County's performance.

V. PROJECT OVERSIGHT

Project Management oversight will be provided by Project Oversight Manager Jay Patel, Enterprise Applications Division (EAD) Chief who will also serve as advisory support to Consultant.

VI. TASKS AND DELIVERABLES

Consultant shall submit each Deliverable for County's review and receive County's written approval.

TASK 1 – PROJECT WORK PLAN:

Consultant shall develop a separate Project Work Plan for each Contract Agency group, for review and approval by County Project Director, in the version of Microsoft Project currently in use by DMH. It shall address approach and methodology to transitioning Contract Providers to EDI and include Project milestones, subtasks, resources, baseline start and end dates, actual start and end dates, variance start and end dates, names of personnel responsible for each step and dependencies to complete each of the items identified. A current updated Work Plan shall be submitted each month with the Status Report to County Project Director as described in Task 6 (Project Status Reporting). Consultant shall maintain the existing electronic project library for each updated Work Plan using document version and date controls established by Consultant. If DMH has implemented Microsoft Project Enterprise Server at any time during the Project and a streamlined status reporting process becomes available as a result, County and Consultant can, by mutual agreement, transition to a streamlined process using Microsoft Project Enterprise Server.

DELIVERABLE 1– PROJECT WORK PLAN:

Consultant submitted to County a DMH-approved Project Work Plan for the initial group of NGA Short-Doyle Contract Providers EDI Transition within twenty (20) days of execution of the original Agreement as described under Task 1 (Project Work

Plan). Consultant shall submit two additional work plans specific to each group of contract providers within twenty (20) days of the project start date for each additional group.

TASK 2 – PROJECT MANAGEMENT PLANS:

Consultant has developed an approved Project Charter, Risk Management Plan and Change Management Plan which complies with DMH's adopted Project Management Methodology (PMM). Consultant shall amend the Project Charter to include the additional project scope described in this Statement of Work (SOW) and shall obtain the review and approval of County Project Director.

Consultant shall execute the approved Project Charter, Risk Management Plan and Change Management Plan throughout the Project once approval has been obtained from County Project Director.

Consultant shall maintain existing County owned electronic project libraries and materials for each tool using document version and date controls.

DELIVERABLE 2 – PROJECT CHARTER, RISK MANAGEMENT PLAN ANDCHANGE MANAGEMENT PLAN:

Consultant shall amend the Project Charter as described in this Statement of Work (SOW) and shall obtain approval of the Project Director within sixty (60) days after the date of execution of this Amendment.

Consultant shall be responsible for the ongoing execution of the approved Project Charter including any amendments described in this Statement of Work, Risk Management Plan and Change Management Plan. All Plans include, but are not limited to, the information described in Task 2 (Project Management Plans).

TASK 3 – PROJECT MANAGEMENT:

Consultant is responsible for the management of the CPTP on behalf of County, from Kick-Off through initial Contract Provider EDI Certification. Consultant Project Manager shall act on behalf of County as County's Project Manager for the CPTP.

Consultant Project Manager shall, under the direction of the County Project Director and Project Oversight Manager, facilitate Contract Providers through the completion of all tasks that are their responsibility in the CPTP as defined in Task 1 (Project Work Plan). County may assign DMH staff to support and assist Consultant.

Consultant shall track the EDI implementation progress of all three (3) Contract Provider groups and report status as part of the status reports defined in Task 6 (Project Status Reporting). Consultant shall ensure that overall CPTP performance is measured against the work plan baseline(s) as defined in Task 1 (Project Work Plan) and that all changes and variances are reviewed, approved or rejected by County Project Director. If Consultant observes significant variances that jeopardize the

completion of Project objectives and the required corrective action is beyond the capabilities/authority of Consultant/County Project Manager, Consultant shall notify County Project Director and Project Oversight Manager in writing within three (3) working days and, if applicable, recommend a course of action to bring Project performance in line with the planned Project baseline. Consultant shall identify any and all deviations from the original scheduled baseline plan(s). Consultant shall assist County with taking corrective action as directed by County.

DELIVERABLE 3 – PROJECT MANAGEMENT:

Consultant shall advise CPTP participants in the completion of all tasks that are their responsibility in the CPTP as defined in Task 1 (Project Work Plan). Consultant shall track the EDI implementation progress of all three Contract Provider groups and report status as part of the status reports defined in Task 6 (Project Status Reporting). Consultant shall report in writing significant variances which jeopardize the completion of Project objectives. Consultant shall identify any and all deviations from the original scheduled baseline plan(s) and assist County with taking corrective action.

TASK 4 – CPTP OBJECTIVES:

Consultant shall lead three (3) groups of Contract Providers in planning and executing tasks to achieve the Project objective of transitioning Contract Providers from Direct Data Entry (DDE) into DMH's claims processing system to Electronic Data Interchange (EDI). The approach and processes approved by County and used by the Consultant for the first group of NGA Contract Providers shall be adopted for the additional CPTT groups and modified as needed, to identify unique requirements of each group.

Consultant has developed an Education Plan, Communication Plan and Implementation Strategy approved by County. Consultant shall facilitate discussion among all stakeholders and guide each group to consensus on preferred Implementation Strategies. Consultant shall modify each plan to include the Project objective for each additional group of Contract Providers where applicable. Consultant shall obtain approval of County Project Director for each additional plan.

Consultant shall execute each plan as approved. The following defines each plan:

1. Communications Plan – defines what is important to communicate to CPTT, IBHIS Project Management and DMH and includes roles, responsibilities, communication processes and issue escalation procedures.

2. Education Plan – defines the guidance and education necessary to assist Contract Providers in their preparation to transition to EDI, roles and responsibilities. This plan includes, but is not limited to providing guidance for the following:

    - Procurement Process

- Request for Proposal Development
- Contract Negotiations
- Implementation Planning

3. Implementation Strategy – defines what is required to transition to a full implementation of EDI, roles and responsibilities.

Consultant shall manage the execution of each plan and take corrective action to yield the desired outcome when significant differences exist. The Education Plan and Implementation Strategies shall also address gradually increasing DMH responsibility and diminishing Consultant responsibility after initial Contract Provider sites begin EDI submission through the IBHIS, at which time it is anticipated that DMH staff will be trained and experienced enough to take over responsibility for transitioning the remaining Contract Providers to EDI submission and Consultant's engagement ends. Consultant shall maintain existing County owned electronic project libraries and materials for each plan using document version and date controls.

DELIVERABLE 4 – CPTP OBJECTIVES:

Consultant shall submit the modified plans containing the unique requirements for each additional group of Contract Providers to the County Project Director for review and approval.

Consultant shall provide ongoing monitoring of the CPTP Objectives in the approved Communications Plan(s) and the Education Plan(s) and implement in accordance with the County approved Implementation Strategies as described in Task 4 (CPTP Objectives).

TASK 5 – DATA EXCHANGE REQUIREMENTS:

Data exchange requirements will be developed for clinical data, financial data and other administrative data following the selection of an IBHIS vendor. Consultant shall meet regularly with BHIS Project Manager to discuss the IBHIS EDI requirements for the exchange of data and other IBHIS Project requirements that may impact the EDI implementation activities of the Contract Providers. The data exchange requirements shall include but not be limited to the standard ANSI X.12 HIPAA compliant transactions, HL7 transactions, Continuity of Care Document (CCD), NCPDP and XML data. County shall develop the actual data exchange format and content and deliver to Contract Providers as Transaction Companion Guides. As EDI and Project requirements are finalized, Consultant shall work with each group of Contract Providers through meetings and by using County's communication tools (e.g. websites and email alerts) to proactively assist Contract Providers with understanding, planning and responding to data exchange and other Project requirements in preparation for the IBHIS EDI transition.

DELIVERABLE 5 – DATA EXCHANGE REQUIREMENTS:

Consultant shall obtain IBHIS EDI requirements from IBHIS Project Manager and shall assist each group of Contract Providers in responding to these and other IBHIS Project requirements by training, advising and tracking Contract Provider implementation progress and in accordance with Task 5 (Data Exchange Requirements).

Consultant shall work with each group of Contract Providers to communicate the data exchange requirements.

TASK 6 – PROJECT STATUS REPORTING:

Consultant will meet regularly with County Project Director, CPTT Advisory Boards and Project Oversight Manager to discuss Project status, milestone accomplishments, outstanding issues, planned resolutions, and upcoming activities. Consultant will ensure that there is open dialog on issues, concerns, risks, resources and schedules among stakeholders.

Consultant shall provide County Project Director and Project Oversight Manager with a written status report not less than monthly from the inception of work under this SOW through the end of Consultant's engagement. The Project status report shall comply with DMH's adopted PMM and shall be in a format acceptable to County. At a minimum for each reporting period the report shall include: completed planned work, incomplete planned work, completed unplanned work, and work planned for the next reporting period. A copy of the latest Project Work Plan(s) as defined in Task 1 (Project Work Plan) shall be submitted with the status report.

Consultant shall maintain existing County owned electronic library and shall maintain each status report using document version and date controls.

DELIVERABLE 6 – PROJECT STATUS REPORTING:

Consultant shall submit to County Project Director and Project Oversight Manager a written status report not less than monthly from the inception of work under this SOW through the end of Consultant's engagement. The status report shall include, but not be limited to the information described in Task 6 (Project Status Reporting).

TASK 7 – CPTT ADVISORY BOARD MEETING MINUTES:

Consultant shall ensure written minutes are created for each CPTT Advisory Board meeting for each group of Contract Providers and shall maintain existing County owned electronic project libraries for all meeting minutes and materials using document version and date controls.

DELIVERABLE 7 – CPTT ADVISORY BOARD MEETING MINUTES:

Consultant shall submit to County minutes for the CPTT Advisory Board meetings and maintain electronic project libraries for all meeting minutes using document version and date controls.

TASK 8 – CPTNP OBJECTIVE

Consultant shall provide consultative services to CIOB staff which assist DMH in its development of tasks, detailed project work plans, project approval and monitoring processes and project reporting and monitoring tools used to ensure that the CPTNP complies with State MHSA funding requirements for contractual monitoring and approval of MHSA Information Technology (IT) project proposals; project setup; project status tracking; financial tracking; project reviews; and project closeout.

Consultant shall review initial project proposal submissions and provide consultative services by determining if the projects are consistent with MHSA Capital Facilities and Technological Needs Guidelines.

Consultant shall develop guidelines which can be used by the administrative unit to evaluate the technical EHR-S/EDI sections of the MHSA IT project proposals.

Consultant shall provide consultative services which assist DMH in developing standard analyses and written project performance status reports to meet the State reporting needs in accordance with MHSA Capital Facilities and Technological Needs Guidelines.

DELIVERABLE 8 – CPTNP OBJECTIVE

Consultant shall provide consultative services to develop a detailed MHSA CPTNP Project Work Plan. Consultant shall submit the CPTNP Project Work Plan to the County Project Director for review and approval.

Consultant shall provide consultative services to develop internal policies and procedures to support the review and approval of MHSA Information Technology (IT) project proposals, project setup, project status tracking, financial tracking, project reviews and project closeout. The internal procedures shall include the purpose, the process overview and the step-by-step procedures. The forms or reports used in the procedures shall also be included.

Consultant shall provide consultative services to review the software tools available and make recommendations to support the administrative unit requirements.

Consultant shall provide EHR-S/EDI technical consultative services for MHSA IT projects. Consultant shall develop guidelines to evaluate the technical EHR-S/EDI sections of the MHSA IT project proposals.

Consultant shall provide consultative services to develop standard analyses and written status reports of CPTNP infrastructure project performance.

VII. WORK SCHEDULE/LOCATION

Consultant Project Manager will be required to work the number of hours per week necessary to complete work assignments on schedule. A typical workweek will consist of 40 hours, eight (8) hours per day, five (5) days per week (Monday through Friday), excluding County holidays. Flexible hours, overtime and weekend work may be required in order to complete critical tasks. It is anticipated that work will be performed full-time during the term of this Agreement. Work may be performed at Contract Provider or other County locations. Consultant will be based at:

Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles, CA 90005

VIII. PRICING BASIS, INVOICES AND PAYMENTS

Total Project cost (Total Compensation Amount) is not to exceed $273,600. Consultant shall submit invoices monthly on a time-and-materials basis in accordance with Exhibit B-2 (Payment Schedule).

Consultant will submit an invoice monthly for work completed in the prior month to County's Project Director that (1) summarizes the actual hours worked, (2) reports work performed for invoicing period, (3) identifies completed deliverables, (4) provides a running summary of total hours worked each month and (5) includes cumulative hours worked and contract hours remaining. County Project Director or his/her representative must review all invoices and provide written approval for payment.

IX. TRAVEL EXPENSES

All travel related expenses must have prior written approval by County Project Director. Mileage traveled between home and primary work site, if Consultant resides outside of Los Angeles County, will be reimbursed at County rates set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code. Mileage traveled between primary work site and other work sites within Los Angeles County will be reimbursed at County rates set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.

Reasonable and necessary travel and lodging expenses outside of Los Angeles County for Consultant on behalf of DMH shall not exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code. All such expenses shall be approved in advance and be supported by adequate documentation substantiating the validity of the claimed expense.

Free parking will be provided at 523 Shatto Place, Los Angeles, CA 90020, an off-site location. Some travel may be required between County sites, however, mileage and parking at other sites within Los Angeles County will not be reimbursed.

EXHIBIT B-2
(Amendment No. 3)

KAREN BOLLOW

PAYMENT SCHEDULE
for
CONTRACT TERM

FYs 2007-08 through 2010-11

County shall compensate Consultant for all tasks and services as specified in Exhibit A-1 (Statement of Work) and at the rate of compensation set forth in Exhibit B-2 (Payment Schedule), based upon satisfactory performance and written acceptance by County.

		Amend #2	**Amend #3**
	FYs 2007-08 and 2008-09[1]	July 1, 2009 thru Dec.31, 2009	Jan. 1, 2010 thru June 30, 2011
Fixed Hourly Rate for Consultant	$95	$95	$95
Estimated Max. Hours for Consultant	3,520	704	2,880
Total Estimated Labor Expense	$334,400	$66,880	$273,600
Total Contract Amount	**$334,400**	**$401,280**	**$674,880**

[1] Initial Term of Agreement was from October 2, 2007 through December 31, 2008.

Amendments

#1	Effective January 1, 2009	Extended Agreement for 12 months thru December 31, 2009;
#2	Effective July 23, 2009	Added $66,880 of MHSA IT funds thru December 31, 2009;
#3	Effective January 1, 2010	Extends Agreement for 18 months (from January 1, 2010 thru June 30, 2011); and adds $273,600 of MHSA IT funds.

Note: Travel and lodging expenses must be authorized in advance and have written approval by County Project Director.

APPROVAL TO AMEND CONSULTANT SERVICES
AGREEMENT WITH KAREN BOLLOW

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS *Identify applicable justification and provide documentation for each checked item.*
	➢ Only one bona fide source for the service exists; performance and price competition are not available.
	➢ Quick action is required (emergency situation).
	➢ Proposals have been solicited but no satisfactory proposals were received.
(✓)	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➢ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➢ Other reason. Please explain:
Deputy Chief Executive Officer, CEO	Date 11/18/09

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

November 12, 2009

TO: Each Supervisor

FROM: Marvin J. Southard, D.S.W.
Director of Mental Health

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND SOLE SOURCE CONTRACT AGREEMENT WITH KAREN BOLLOW**

This memo is to comply with the Board of Supervisors Policy Manual, Section 5.100 (Sole Source Contracts) regarding contracting policy required for sole source contracts. The Los Angeles County Department of Mental Health (DMH) intends to amend the existing sole source Consultant Services Agreement with Karen Bollow to ensure continuous consultation and technical assistance needed to implement and monitor the Contract Provider Transition Project (CPTP) and the Contract Provider Technological Needs Project (CPTNP). We will be requesting your Board approve an amendment to extend the current contract through June 30, 2011, and increase the Total Compensation Amount by $273,600 for Fiscal Years (FYs) 2009-10 through 2010-11. This increase will be sufficient to complete the project.

The CPTP was established by DMH to assist contract providers of mental health services with identifying, planning, and executing the tasks necessary to complete their transition from DMH's Direct Data Entry (DDE) claims processing system to Electronic Data Interchange (EDI) transactions. The CPTNP will monitor MHSA IT funding allocated to contract providers for the acquisition and implementation of systems which support EDI.

To date, Consultant's CPTP activities have been specifically limited to transitioning Non-Governmental Agencies (NGA) Short-Doyle Contact Providers to EDI by conducting monthly contract provider stakeholder meetings, monitoring contract provider EDI transition status and EDI readiness. Additional Consultant services are required to address the two remaining groups of Contractor Providers, Fee-for-Service 2 (FFS2) providers (approximately 350) and other non-FFS2 or NGA providers (approximately 100) which were not included in the original scope of work. Consultant will provide consultative services and technical assistance using a similar approach as used for the NGA Short-Doyle contract providers.

Furthermore, additional consultant services will be added as part of this Amendment to continue supporting the CPTNP project. Consultant will provide consultative services to DMH to identify processes to monitor contracts, invoices, payments, project reviews and other audit requirements, assets, project closeout, contract closeout and status reporting. These processes will be used to ensure that DMH complies with the State MHSA funding requirements for

contractual monitoring and approval of MHSA IT project proposals; project setup; project status tracking; financial tracking; project review; and project closeout. DMH will use Consultant's expertise to determine if project proposals from contract providers are consistent with MHSA Capital Facilities and Technological Needs Guidelines prior to the distribution of funds to such providers.

This effort requires a consultant with proven information systems experience in the field of mental health. Consultant has the appropriate experience, knowledge, and skills to manage an effort of this magnitude and technical complexity. Consultant has successfully initiated the CPTP and has assisted dozens of contract providers in their transition to EDI. Consultant will continue facilitating contract provider transitions to EDI through the term of this Agreement, after which management of additional migrations to EDI will shift to DMH staff who will have gained experience by working with the Consultant in supporting the CPTP. The experience and knowledge that Consultant has attained from working with DMH contract providers is essential to the success of the CPTP and the CPTNP, and to select a new contractor at this time would be extremely costly to the County. Failure to extend the Agreement in the middle of this process would severely hinder the efforts of an EDI transition by contract providers and consequently endanger the successful implementation of the IBHIS.

Unless otherwise instructed by your Board within the next two weeks, DMH will proceed to work with the Office of the County Counsel and the Chief Executive Office in preparing a sole source contract amendment.

MJS:MM:RG:emb

c: Mental Health Deputies
Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Henry Balta, Associate CIO
Robin Kay, Ph.D., DMH
Robert Greenless, CIO, DMH

NOTED AND APPROVED:

Richard Sanchez
Chief Information Officer

11-13-09
Date