County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

March 18, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

RECOMMENDATION TO APPROVE AMENDMENT NUMBER 3 TO AGREEMENT NUMBER 71710 WITH CERNER CORPORATION FOR A TURNKEY JAIL HOSPITAL INFORMATION SYSTEM (JHIS) (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

JOINT RECOMMENDATION WITH CHIEF EXECUTIVE OFFICER THAT YOUR BOARD:

Approve and instruct the Chair of the Board to execute the attached proposed Amendment Number 3 (Amendment) to Agreement Number 71710 (JHIS Agreement) with Cerner Corporation (Cerner) effective upon the Board's approval to increase the amount available under the JHIS Agreement for other professional services by $950,000, which will increase the maximum contract sum to an amount not to exceed $38,161,098 through the end of the current term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended action accomplishes two purposes. The primary purpose is to allocate money under the JHIS Agreement to engage Cerner to complete an assessment of how the electronic medical records functionality of the JHIS application software, which is already licensed to the County under the JHIS Agreement, should be used by the Probation Department (Probation) to support the medical and mental health care of detained minors by Juvenile Court Health Services (JCHS) (a unit of the Department of Health Services) and Juvenile Justice Mental Health (JJMH) (a unit of

the Department of Mental Health). Probation is required to comply with Paragraph 41 of the Settlement Agreement with the United States Department of Justice, which requires, in summary, that Probation implement a Probation Electronic Medical Records System (PEMRS). Probation has determined that use of existing licenses under the JHIS Agreement provides the most cost-effective option to comply with Paragraph 41.

Prior to requesting that your Board engage Cerner to implement the Probation's electronic medical records functionality of the JHIS application software, Probation requires that Cerner perform certain other professional services under the JHIS Agreement to assess the business and technical requirements of such an implementation and to recommend a system implementation configuration. The assessment will result in documented analysis and recommendations for the Chief Probation Officer to select specific JHIS application software to support JCHS and JJMH, as well as general high level plans for configuration or customization of the JHIS application software and an overall implementation time line. This will initiate the technology planning and implementation process for the PEMRS, which is required to comply with Paragraph 41 of the Settlement Agreement.

The second purpose of the recommended action is to allocate money under the JHIS Agreement, to engage Cerner to assist the Sheriff's Department (Sheriff) in implementing an upgrade to the current JHIS application software code from Millennium 2005 to Millennium 2007. Although Cerner has provided the upgrade to the Sheriff pursuant to Cerner's maintenance and support obligations under the JHIS Agreement, the Sheriff requires Cerner to provide additional implementation support in connection with the upgrade.

JHIS is a mission-critical application which will be easier to maintain once upgraded. The upgrade will also enable the use of new technologies not feasible or available with the current older version of the software. An example of this is the capability for medical staff to use voice recognition software fully integrated with the JHIS application software. In addition to the improved maintainability and new features introduced by Millennium 2007, this upgrade is also a necessary prerequisite for fully assessing the implementation strategies of the application software in the Probation Department.

Implementation of Strategic Plan Goals

The proposed Amendment supports the County's Strategic Plan Goal 3 (Organizational Effectiveness), Goal 5 (Children and Families' Well-Being), and Goal 7 (Health and Mental Health). Specifically, the Amendment enables the Sheriff to provide an improved level of inmate medical services to the County in a cost-effective manner. The Amendment additionally initiates the process for Probation to implement a PEMRS, which will provide technology and information services that will enable JCHS, JJMH, and

Probation to improve the quality and efficiency of health care for detained minors and better support the abilities of the County's interagency system of care to improve the well-being of detained minors and their families. PEMRS will also enhance the technological support for collaborative activities of health care and mental health professionals involved with the care of detained minors.

FISCAL IMPACT/FINANCING

Approval of this Amendment will increase the maximum contract sum from $37,211,098 by $950,000 to $38,161,098. Of this $950,000, $500,000 will be required by Probation to engage Cerner to perform the assessment, which will assist Probation in making final decisions about implementation of Cerner applications and related software, hardware, and supporting technology required to comply with Paragraph 41 of the Settlement Agreement. Once the assessment is completed and a final action plan adopted, the Chief Probation Officer will request necessary funding for the execution of the plan with Cerner through a separate amendment to the JHIS Agreement or new agreement. Initial funding for PEMRS is included in the Probation's 2007-2008 budgets and will be included in the Business Automation Plan budget for 2008-2009. The remaining $450,000 will be required by the Sheriff for other additional professional services to assist the Sheriff in implementing an upgrade to the JHIS application software code from Millennium 2005 to Millennium 2007. The necessary provisions have been included in the operating budget of the Sheriff for 2007-2008.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Planning and implementation of the PEMRS supporting health care services to the minors detained in Juvenile Halls and Camps is a requirement of Paragraph 41 of the Settlement Agreement. The Chief Probation Officer has determined that the Cerner application software as adopted by the Board of Supervisors for use by the Sheriff for jail inmates is the most cost-effective option for compliance with Paragraph 41 of the Settlement Agreement, because the Board of Supervisors provided for non-exclusive use of the licenses in the original JHIS Agreement. Upon presentation of the current plan and basic description of how the Chief Probation Officer intends to implement the Cerner application software (see Attachment A), the Department of Justice Compliance Monitor granted status of "Substantial Compliance" for Paragraph 41.

The first step of implementation of the PEMRS is to complete an assessment of the requirements for implementation, including the future clinical processes to be used after acceptance and implementation, as well as the future technology and infrastructure needed to support PEMRS.

PEMRS addresses the mandates of Paragraph 41 of the Settlement Agreement. The proposed Amendment allows for the completion of an assessment of how applicable portions of the Cerner application software will be configured to achieve the intended benefits, including improved quality of care, improved inter-facility communications, and improved availability of information to those who need it.

Paragraph 5 (Other Professional Services During the Amendment Term) of Amendment Number 1 to the JHIS Agreement provides that Cerner may provide the County other professional services in connection with JHIS, without restriction to any specific department. This is the provision under which Cerner will provide to Probation the other professional services described in the Amendment.

CONTRACTING PROCESS

On August 11, 1998, your Board approved JHIS Agreement with Cerner to develop, implement, and maintain JHIS for the Sheriff for a five year time period. On July 15, 2003, your Board approved Amendment Number 1 to the JHIS Agreement to extend its term and modify some terms and conditions of the JHIS Agreement. On March 21, 2006, your Board approved Amendment Number 2 to the JHIS Agreement to incorporate some software recently licensed and some hardware recently purchased and to modify some terms and conditions of the JHIS Agreement.

The proposed Amendment has been reviewed by the Chief Information Officer and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Amendment will have no negative impact on the current services of any of the involved agencies.

CONCLUSION

Upon Board approval, please return an adopted copy of this action and two (2) originally executed copies of this Amendment to the Sheriff's Department, and two (2) originally executed copies of this Amendment to the Probation Department.

Sincerely,

LEROY D. BACA
SHERIFF

WILLIAM T FUJIOKA
CHIEF EXECUTIVE OFFICER

REVIEWED BY:

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

AMENDMENT NUMBER THREE
TO
AGREEMENT NO. 71710
FOR A TURNKEY JAIL HOSPITAL INFORMATION SYSTEM (JHIS)
BETWEEN
COUNTY OF LOS ANGELES
AND
CERNER CORPORATION

This Amendment Number Three (hereinafter "Amendment No. 3") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Cerner Corporation (hereinafter "CONTRACTOR"), effective as of MARCH 18, 2008 (as further defined in Section 4 below, "Amendment No. 3 Effective Date"), based on the following recitals:

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement No. 71710, dated as of August 11, 1998, amended by Amendment Number One, dated as of August 11, 2003 (together with the Exhibits and Attachments thereto, "Amendment No. 1"), and Amendment Number Two, dated as of March 21, 2006 (together with the Exhibits and Attachments thereto, "Amendment No. 2") (as amended Amendment Nos. 1 and 2 and together with the Exhibits and Attachments thereto as amended prior to the date hereof, hereinafter "Agreement"), for a Turnkey Jail Hospital Information System for the benefit of COUNTY and, more specifically, its Sheriff's Department.

WHEREAS, CONTRACTOR has been developing, installing, implementing and identifying necessary modifications to the System pursuant to the terms and conditions of the Agreement.

WHEREAS, COUNTY desires to implement certain of its existing, but unused licenses to the System at its Probation Department ("Probation").

WHEREAS, prior to doing so, COUNTY desires to engage CONTRACTOR under the terms and conditions of the Agreement to perform certain other professional services to assist COUNTY in assessing various implementation strategies for Probation.

WHEREAS, COUNTY desires to increase the amount available under the Agreement for other professional services, such increase to be used to engage CONTRACTOR to perform such assessment.

WHEREAS, COUNTY additionally, in connection with such assessment, COUNTY desires to engage CONTRACTOR under the terms and conditions of the Agreement to perform certain other professional services with respect to an Enhancement to the System provided under Exhibit D (Schedule of Maintenance) to the Agreement, which upgrades the code of the Application Software to the latest version.

71710
Supplement No. (3)

48 MAR 18 2008

WHEREAS, COUNTY desires to increase the amount available under the Agreement for other professional services, such increase to be used to engage CONTRACTOR to perform such other professional services with respect to such Enhancement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 3, COUNTY and CONTRACTOR hereby agree as follows:

1. Definitions; Paragraph References. Capitalized terms used herein without definition (including, without limitation, in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 3. Unless otherwise noted, Paragraph references in this Amendment No. 3 shall refer to the body of the Agreement.

2. Amendments to the Body of the Agreement. As of the Amendment No. 3 Effective Date, the Paragraph 7 (Contract Sum) to the body of the Agreement, as amended by Amendment No. 2, is amended to delete the second paragraph of Subparagraph 7.1 (General) thereof, as amended by Amendment No. 2, and replace it with the following:

> As used in this Agreement, "Contract Sum," including, without limitation, all applicable taxes, is the amount identified on Exhibit B (Schedule of Payments) as the "Contract Sum", which amount is allocated as set forth on Exhibit B (Schedule of Payments).

3. Amendments to Exhibit B (Schedule of Payments) to the Agreement. As of the Amendment No. 3 Effective Date, amend Exhibit B (Schedule of Payments) to the Agreement, as amended by Amendment No. 2, (a) to delete items VII. (entitled "Other Professional Services and Out-of-Pocket Expenses, Amendment Effective Date through Agreement term") and XIV. (entitled "Contract Sum") in their entirety and (b) to replace such items with the items set forth on Attachment 1 (Amendments to Exhibit B (Schedule of Payments)) to this Amendment No. 3.

4. Effectiveness of Amendment No. 3. This Amendment No. 3 is effective as of the date identified in the recitals of this Amendment No. 3, which is the date on which all of the following have occurred (such date, the "Amendment No. 3 Effective Date"):

   4.1. COUNTY's Project Director shall have received an original counterpart to this Amendment No. 3, duly executed by CONTRACTOR;

   4.2. County Counsel shall have approved this Amendment No. 3 as to form, as indicated by County Counsel's or County Counsel's designee's original counterpart to this Amendment No. 3; and

4.3. COUNTY's Board of Supervisors shall have approved this Amendment No. 3.

5. No Other Amendments. Except as expressly provided in this Amendment No. 3, all other provisions, and conditions of the Agreement shall remain the same and in full force and effect.

6. Authority. CONTRACTOR and the persons executing this Amendment No. 3 on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment No. 3 for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

7. Governing Law. This Amendment No. 3 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment No. 3 to be subscribed by its Chair and seal of said Board to be hereto affixed and attested to by its Executive Officer, and CONTRACTOR has caused this Amendment to be executed on its behalf by its duly authorized officer, effective as of the Amendment No. 3 Effective Date.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

THE COUNTY OF LOS ANGELES

By: _____
CHAIR, PRO TEM, BOARD OF SUPERVISORS

ATTEST:

Sachi Hamai,
Executive Officer/Clerk
Board of Supervisors

By: _____
Deputy

CERNER CORPORATION

By: _____

PRINT NAME: Marc G. Naughton

TITLE: Sr. VP & Chief Financial Officer

DATE: March 4, 2008

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Amanda M. L. Drukker
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48 MAR 18 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

71710 Supplement No. 3

48 MAR 18 2008

Attachment 1

Amendments to Exhibit B (Schedule of Payments)

Items VII (entitled Other Professional Services and Out-of-Pocket Expenses, Amendment Effective Date through Agreement term") and XIV. (entitled "Contract Sum") of Exhibit B (Schedule of Payments) to the Agreement, as amended by Amendment No. 2, are deleted and replaced with the following:

"VII. Other Professional Services and Out-of-Pocket Expenses, Amendment Effective Date through Agreement term

a. General (existing as of Amendment No. 2)	$1,200,000
b. Probation Implementation Assessment	$500,000
c. Millennium 2007 Application Software Upgrade	$450,000"

"XIV. Contract Sum $38,161,098"

Amended under Amendment No. 3.

Probation Electronic Medical Records System (PEMRS)
Summary Development Plan and Status
November 19, 2007

Goal

The goal of the Probation Electronic Medical Record System (PEMRS) Project is to implement an electronic medical record system for children detained in the Los Angeles County Probation system in accordance with Paragraph 41 of the Settlement Agreement. The overall purpose of PEMRS is to provide for the safety and health of the children in detention. Work on this project began in February 2007 and is expected to be completed by June 2009.

The PEMRS objectives are:

1. By December 2008, complete a comprehensive development plan for implementation of an electronic medical record system for children detained in the Los Angeles County Probation System that meets the requirements of the stakeholders.
2. By June 2009 complete final implementation of the system through go-live.

The scope of this project comprises development and implementation of an electronic medical records system for juveniles detained in the Juvenile Halls and Camps operated by the Los Angeles County Probation Department. The scope does not include medical records systems for juveniles, regardless of their probation or Court supervision status, except when they are detained in the halls or camps. The scope does not include the records of external medical delivery systems except when electronic interfaces are required to provide for the medical care of the juveniles in the halls or camps. The scope does not include medical records systems for adults supervised by the Probation Department.

Strategy and Plan

Despite a national priority on EMR technology, fewer than 10% of the medical practitioners in the United States have adopted it in any form. Very few hospitals have progressed very far along the path of integrating functions such as laboratory and pharmacy support with a central ordering function. Therefore it is no surprise that the Probation/JCHS effort to comply with the Paragraph 41 mandate took time to get started.

PEMRS will utilize and leverage current Los Angeles County technology, vendor contracts or service suppliers, and inter-agency agreements. In particular, the PEMRS will use licenses and professional services resources currently funded and available through the County contract with the Cerner Corporation managed by the Sheriff for inmates at the County Jail.

PEMRS will address applicable standards such as the National Commission on Correctional Health Care (NCCHC), Health Level 7 (HL7), The Office of the National Coordinator for Health Information Technology (ONCHIT), American Academy of Pediatrics (AAP), California Code of Regulations (CCR) Title 15 and the Health Insurance Portability and Accountability Act (HIPAA), as well as County standards.

Partners

The **Chief Probation Officer** of Los Angeles County is the sponsor and executive in charge. The Chief Information Officer of Probation (Fred Nazarbegian) is the executive providing overall management of this project. The Project Manager (John Campbell) will provide day to day management, planning and execution of the project.

The **Juvenile Court Health Services** Division (JCHS) of the Department of Health Services is the principal provider of patient care (except mental health services) for juveniles detained in the juvenile halls and camps and is a primary user of the system.

The Los Angeles County **Department of Mental Health** (DMH) is the principal provider of mental health services for juveniles detained in the halls and camps, and is a primary user of the system. DMH acquires, maintains and supports technology used by the providers.

The **Los Angeles County Sheriff Custody Division** (LASD) manages a current Los Angeles County contract with the Cerner Corporation that will provide the rights for Probation, JCHS, and DMH to utilize it.

Los Angeles County **Department of Health Services** (DHS) is a principal provider of information technology and institutional support for technology deployed in the County health system. Within DHS, **LAC-USC** is a principal provider of ancillary information technology applications and technology currently used by JCHS and needed for the success of the PEMRS.

Critical Success Factors

PEMRS is a multi-agency County project that relies on strong collaboration among independent partners. Critical success factors for PEMRS include:

- Continued focused attention of executive officers of the four partners.
- Collaborative, open communications approaches to the planning and implementation at all stages along with realistic efforts to take the needs of all stakeholders into account.
- County Board of Supervisors, CEO, and CIO, support, including adequate staffing and funding, as details emerge regarding what will be required for the implementation.
- Continued resolve to adhere to the selected strategy, to maximize leverage of existing County contracts with Cerner and associated resources and technologies.
- Ability of all participants to articulate their departments' needs.
- Sufficient authority of participants to represent their departments to the PEMRS Project Leadership Team.

Governance

Formal structure and process are critical in the implementation of a multi-agency governmental electronic medical record. It is critical to establish and maintain strong and ongoing channels of formal communications to govern the project, to obtain agreement, and to provide mechanisms for keeping the project on track, resolving disputes if they occur, managing risks, and controlling an adequate level of resources focused on the project for all partners.

PEMRS will rely on a two-tier structure for formal project governance. Each Department or Agency will decide on the internal division of responsibilities and hierarchical decision-making

as required to provide a unified voice of the agency to the Project, and a single point of authorized external communication.

The two tiers are:

PEMRS Executive Committee. The Chief Deputy, Probation, co-chairs this body with the Chief Deputy, DHS and the Chief of the Medical Services Custody Division of LASD. The primary role is to ensure collaboration of all agencies in the work required to maintain progress on the project at the County Department policy and resource allocation level. This body will meet no less frequently than once per Quarter following kick-off of Phase One.

PEMRS Project Leadership Team. The Project Leadership Team is the primary Interagency collaborative body that controls and completes all tasks required for the three phases of the PEMRS Project. The PEMRS Project Manager chairs the team, which consists of key participants or project managers from the primary PEMRS collaborating agencies. This committee meets at least monthly.

Phases

The PEMRS Project will proceed in three major phases:

One. Hire Cerner as planning support consultant and complete requirements analysis.

Cerner and the Project Leadership Team will document the clinical workflows and order sets of the Juvenile Court Health Services and mental health services organizations and related Probation activities. Cerner and Probation will document the detailed requirements for implementation, including technology and infrastructure requirements. This phase shall start in November 2007 and conclude no later than March 31, 2008. The outcomes of Phase One include documented JCHS/Probation/DMH workflows and documented system architecture for deployment of the Probation/JCHS/DMH system as an extension of the LASD Cerner contract. Together, these results will comprise a comprehensive statement of PEMRS requirements. The principal metric to determine whether the outcomes have been achieved will be the agreement of the PEMRS partners that they have been achieved.

Two. Complete the detailed implementation plan.

This phase shall start no later than January, 2008 and conclude no later than December 31, 2008. The outcomes of Phase Two include agreement on detailed Cerner system requirements, (including configuration details, customization as needed, applications and application interfaces, hardware, software, network infrastructure, inter-agency interfaces), and an implementation plan that can feasibly be executed by Cerner and County partners with no additional analysis or resources allocation. The plan will include final recommendations for product selection, budget, staffing, help desk, maintenance and support, configuration validation and system testing, risk mitigation, education and training, system hosting and hosting agreements. The metrics that shall determine whether this outcome has been achieved will include executed necessary contracts or contract amendments.

Three. Implement and deploy the system.

This phase shall start no later than January, 2009. The exact completion date will depend on the results of Phase Two but is currently expected to be before June 30, 2009. The outcome of Phase Three is a fully implemented EMRS that meets JCHS, Probation, DMH,

and LASD needs and fulfills the terms of the Settlement Agreement. Metrics to determine whether this outcome has been achieved should not be specified at this time, but they are likely to include improved quality of care, reduced incidence of measurable medication error, increased efficiency and satisfaction of nursing and medical staff, and reduced redundancy with external and internal partners in care of the detained children.

Control

The Project Manager will prepare monthly status reports for the Project Leadership and Executive Committees that conform to standard practice for information technology planning and implementation projects. The reports will note if any risk profile has changed or if the overriding plan for the PEMRS should be reviewed.

The Project Leadership Team will review and control the approval and release of these reports. The Project Manager will be responsible for ensuring that the appropriate reviews are conducted and that action indicated as a result of the review process is completed in a timely fashion. The Project Manager will design and implement a change control mechanism to ensure that all changes are approved, tracked, and documented.

Risk Management

Experience with information-technology intensive projects has shown that certain risks can be anticipated, their effects mitigated, and their impact on project success managed. The PEMRS, Project will incorporate a strong risk management component. At present, potential risks may include:

- Dissolution or disruption of PEMRS consensus, such as wavering resolve to pursue the planned strategy, poor coordination with relevant technology environments such as Cerner's, LASD, DMH, or DHS/LAC-USC, or unresolved contention.
- Significant divergence of PEMRS from other County electronic medical record projects or from federal or state agency standards that impact PEMRS decisions.
- Inadequate funding or staffing, inability of the partner agencies to share responsibility and funding, or inappropriate or ineffective assignments to the project.
- Uncoordinated communications with political, executive, or monitoring personnel conducted in channels outside of project control and contrary to agreed project direction.

Status (11/19/2007)

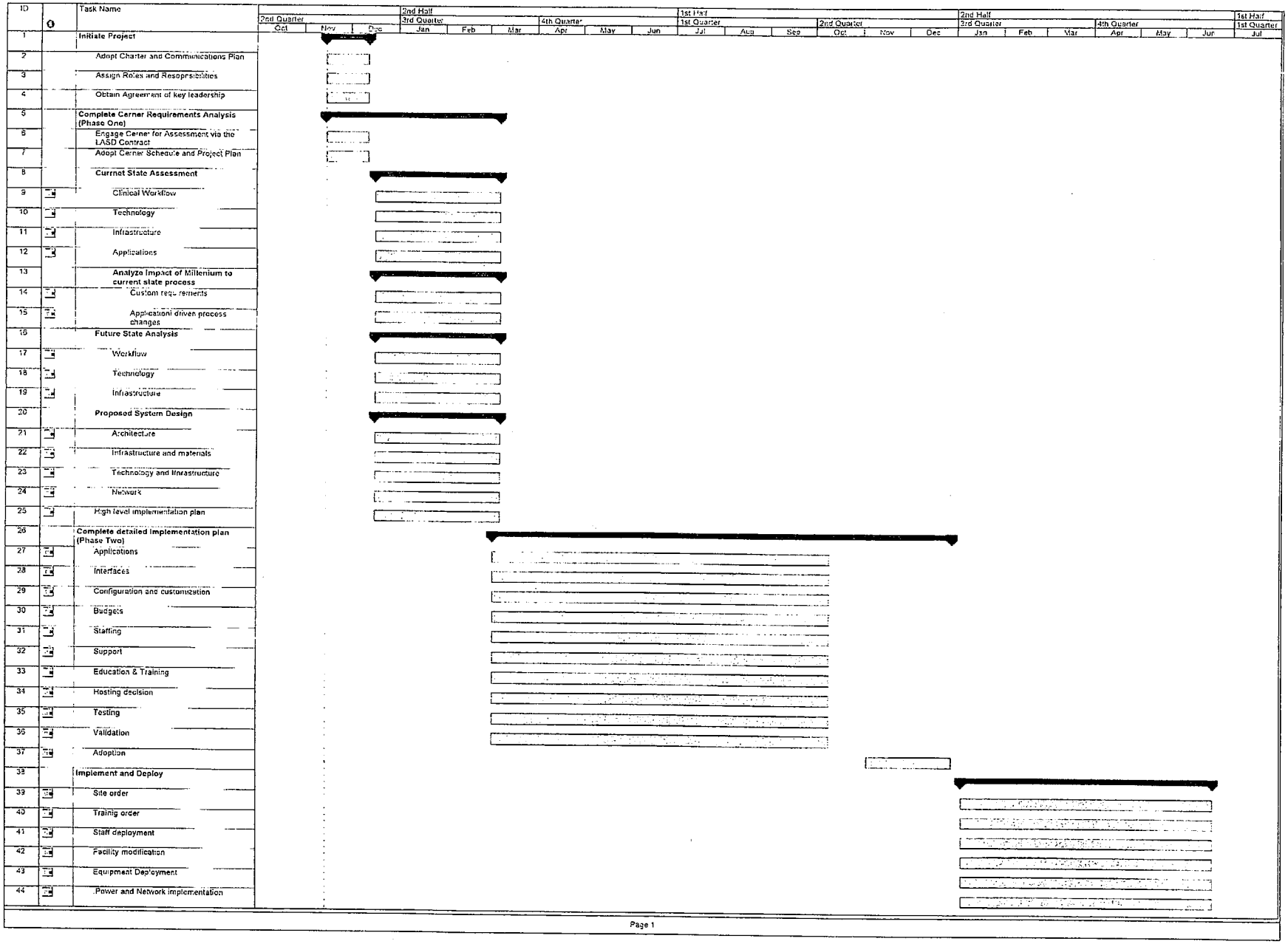
Accomplished

- One-time funding of $6.5 million and an annual allocation of $1,169,000 have been appropriated for services and supplies. Three new Probation positions have been authorized, and two of them have been filled.
- Probation appointed a Project Manager and Assistant Project Manager.
- A Project Charter has been developed and is in final approval stages.
- Regular meetings have started with the JCHS/DMH project team.

- Probation and LASD have initiated work with Cerner to perform the assessment of work-flows, order sets, other clinical requirements, and technology details.
- Probation, DHS, and LASD have secured strategic approval of key County authorities.

Planned Next Steps

- Initiate Stage One work with Cerner to document workflow, order sets, technology requirements, and roadmap.
- Initiate meetings of Executive Steering Committee and Project Leadership Team, and complete project collaboration web site.
- Publish initial project resources and schedule.


ID
Task Name
2nd Quarter
2nd Half
1st Half
3rd Quarter
4th Quarter
1st Quarter
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
1 Initiate Project
2 Adopt Charter and Communications Plan
3 Assign Roles and Responsibilities
4 Obtain Agreement of key leadership
5 Complete Cerner Requirements Analysis (Phase One)
6 Engage Cerner for Assessment via the LASD Contract
7 Adopt Cerner Schedule and Project Plan
8 Currnet State Assessment
9 Clinical Workflow
10 Technology
11 Infrastructure
12 Applications
13 Analyze Impact of Millenium to current state process
14 Custom requirements
15 Application driven process changes
16 Future State Analysis
17 Workflow
18 Technology
19 Infrastructure
20 Proposed System Design
21 Architecture
22 Infrastructure and materials
23 Technology and Infrastructure
24 Network
25 High level implementation plan
26 Complete detailed implementation plan (Phase Two)
27 Applications
28 Interfaces
29 Configuration and customization
30 Budgets
31 Staffing
32 Support
33 Education & Training
34 Hosting decision
35 Testing
36 Validation
37 Adoption
38 Implement and Deploy
39 Site order
40 Trainig order
41 Staff deployment
42 Facility modification
43 Equipment Deployment
44 Power and Network implementation

CIO ANALYSIS

AMENDMENT 3 TO AGREEMENT 71710 WITH CERNER CORPORATION

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: 132 months # of Option Months 24

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsors:

Robert Taylor, Chief Probation Officer & Chief Marc Klugman, Sheriff's Corrections Svs Div.

Budget Information :

Y-T-D Contract Expenditures	$ 37,211,098 (Since 1998)
Requested Contract Amount	$ 950,000
Aggregate Contract Amount	$ 38,161,098

Project Background:

Yes	No	Question
☒	☐	Is this project legislatively mandated?
☐	☒	Is this project subvented? If yes, what percentage is offset?
☒	☐	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. Leverages the County's existing licensing agreement for Sheriff's JHIS system.

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 Sheriff's Department (Sheriff) is requesting Board approval of Amendment No. 3 to the Agreement with Cerner Corporation (Cerner) for the Jail Hospital Information System (JHIS). This Amendment will increase the amount of funding for professional services pool dollars under the Agreement to support the following:

1. **Probation Electronic Medical Records System (PEMRS) Assessment** – Engage Cerner to conduct an assessment of how the JHIS application software's electronic medical records functionality should be implemented by the Probation Department (Probation) to support the medical and mental health care of detained minors. PEMRS is a key requirement (Paragraph 41) under the Settlement Agreement with the United States Department of Justice (DOJ).

2. **JHIS Software Upgrade Assistance** – Engage Cerner to provide professional services to assist the Sheriff to upgrade the JHIS application software from Cerner Millennium 2005 to Millennium 2007.

Amendment No. 3 will increase the contract maximum obligation by $950,000 from $37,211,098 to $38,161,098.

Background:

In August 1998, your Board approved the Agreement with Cerner to develop, implement and maintain a JHIS for the Sheriff. The Agreement was subsequently amended twice in order to extend the maintenance period and modify other terms and conditions. The Agreement provides for the non-exclusive use of licenses across all County departments.

Probation

The Chief Probation Officer determined that the Cerner JHIS application software is the most cost-effective option for compliance with Paragraph 41 of the Settlement Agreement, which requires a PEMRS to the medical and mental health care of detained minors. This care is provided to detained minors on behalf of Probation by the Juvenile Court Health Services (JCHS) unit of the Department of Health Services (DHS), and by the Juvenile Justice Mental Health (JJMH) unit of the Department of Mental Health (DMH). Due to the complexity of the medical services business processes for detained minors, the differences between the provision of medical services for jail inmates and detained minors and the complexity of the Cerner application software, professional services planning engagements are requested to enable the successful implementation of PEMRS.

The PERMS project is planned for phased implementation. PEMRS Phase I, which is addressed by this Amendment, is to assess and document system functional and technical requirements and to recommend a system configuration. This assessment includes the following:

- Current State Assessment – Documents and assesses clinical workflows and technology used to deliver care to detained minors, analyzes the impact of Cerner Millennium software on the current processes, and defines custom requirements for Cerner Millennium software that could affect the implementation approach.
- Future State Analysis – Defines the future workflow and technology environment.
- Proposed System Design – Defines a proposed system architecture, technology and a high-level implementation plan.

The PEMRS Phase II will develop a detailed implementation plan by the DOJ Agreement deadline by the end of 2008. PERMS Phase III, which is the system implementation, is expected to start in 2009.

Sheriff

Cerner provides system software upgrades to the Sheriff pursuant to Cerner's maintenance and support obligations under the Agreement. However, the Sheriff requires Cerner to provide additional implementation support in connection with this major upgrade. The same approach was followed in 2006 when Sheriff upgraded to the current Millennium 2005 application code.

Project Justification/Benefits:

Probation

- The County's agreement with Cerner allows for more licenses than are utilized by Sheriff, thus representing a potential cost savings to the County.
- Cerner is able to leverage its knowledge of the Millennium product, the Sheriff's medical services for inmates to assess the Probation's needs for providing medical and mental health services to detained minors.
- Amending the Cerner contract is the timeliest manner of proceeding with the professional services assessment of the PEMRS project, which is operating under DOJ deadlines.
- DOJ approved the strategy of engaging Cerner and utilizing a three-phase planning and implementation approach in November 2007.
- Sheriff, DHS and DMH support the approach of using Millennium as the system for PEMRS and using Cerner to perform the planning engagements.
- PEMRS Assessment will provide a foundation for developing a detailed system implementation plan and subsequent system implementation.

Sheriff

- The pool dollars for professional assistance are increased to allow for application upgrade Assistance, consistent with the provisions of the original Agreement with Cerner.
- Software upgrade will streamline JHIS maintenance and support and provide new functionality, such as voice recognition, which will be utilized by medical professionals in providing inmate medical services.
- The upgrade is a necessary prerequisite for fully assessing Probation implementation strategies.

Project Metrics:

A detailed plan for implementing PEMRS by the end of 2008 is a requirement of the DOJ. The Phase I Assessment and the subsequent Phase II Detailed Implementation Plan will address those requirements. The Assessment will include key stakeholders JCHS and JJMH, to ensure that their requirements for providing care to detained minors will be addressed. Ultimately, approval of the Detailed Implementation Plan by the DOJ is the primary measurement of project success.

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

If this Amendment is not approved, the County is highly unlikely to meet the deadlines established by the DOJ. If these are not met, DOJ's oversight of Probation will be extended.

Alternatives Considered:

Other alternatives considered were to utilize either Information Technology Support Services Master Agreement (ITSSMA) or a Request for Proposal for professional consulting services to perform the Assessment. This alternative was rejected due to the inability to meet the DOJ time schedule. In addition, the Chief Probation Officer had previously determined that Cerner Millennium was the software solution for PEMRHS, and the DOJ supported the approach of having Cerner perform the Assessment.

Project Risks:

The primary risk is delaying the project to the extent that a Detailed Implementation Plan is not developed and approved by the County and DOJ by the end of 2008.

An additional risk is potential disagreement among the stakeholders regarding Cerner Millennium software's ability to meet the County's requirements for automating medical and mental health records functions for detained minors.

Risk Mitigation Measures:

Probation's primary risk mitigation measure is to utilize project management best practices to ensure that the project meets schedule and scope of work requirements.

Stakeholders from Probation, JCHS and JJMH will be key participants in the Assessment and will have the opportunity to define their requirements and confirm that the Millennium software is capable of meeting those requirements. The project plan allows for the possibility that if it should be determined that Millennium will not meet the County's requirements, that this finding and associated recommendations will be reported to the County and the DOJ.

Financial Analysis:

This Amendment will increase the contract maximum obligation by $950,000, from $37,211,098 to $38,161,098. The Amendment costs are identified in the table below.

Description	Amount
Probation Assessment	$ 500,000
Sheriff Implementation Assistance	450,000
Total	**$ 950,000**

Probation represents that funding for this Amendment is included in Probation's FY 2007-08 Adopted Budget. Sheriff represents that funding for this Amendment is included in Sheriff's FY 2007-08 Adopted Budget.

CIO Concerns:

None.

CIO Recommendations:

My Office recommends Board approval of the Amendment.

CIO APPROVAL

Date Received: ~~March~~ February 28, 2008

Prepared by: John Cantein

Date: 3/6/2008

Approved: [signature]

Date: 3/6/2008