

SACHI A. HAMAI Chief Executive Officer

DATE:

TIME:

## County of Los Angeles CHIEF EXECUTIVE OFFICE **OPERATIONS CLUSTER**

April 26, 2018 1:00 p.m. – 2:45 p.m. LOCATION: Kenneth Hahn Hall of Administration, Room 830

#### AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

#### Call to order – Kieu-Anh King/Gevork Simdjian 1.

#### 2. **Public Comment**

(2 minutes each speaker)

- 3. **INFORMATIONAL ITEM(S):** (5 minutes)
  - A) Board Letter: **ISSUANCE AND SALE OF 2017-18 TAX AND REVENUE** ANTICIPATION NOTES TTC – Joe Kelly, Director or designee
  - B) Board Letter:

AWARD AND EXECUTE COMPRESSED NATURAL GAS (CNG) MOTOR VEHICLE FUEL STATION SERVICES CONTRACT ISD – Scott Minnix, Director or designee

C) Board Letter:

AMENDMENT FOR SAFEMEASURES® SUBSCRIPTION AND STRUCTURED DECISION MAKING® SUPPORT SERVICES DCFS - Alan Weisbart, Program Manager

#### 4. **PRESENTATION/DISCUSSION ITEMS:**

- A) Board Letter: APPROVAL OF AMENDMENTS TO AGREEMENT NO. H-706875 WITH ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. (15 minutes) DHS – Kathy Hanks, Contracts Director
- B) Department Head Brown Bag: AUDITOR-CONTROLLER (40 minutes) John Naimo, Director
- C) Department Head Brown Bag: DEPARTMENT OF HUMAN RESOURCES (40 minutes) Lisa M. Garrett, Director
- 5. Adjournment

## **FUTURE AGENDA TOPICS**

#### **CALENDAR LOOKAHEAD:**

(5 minutes) Voting Solutions for All People RR/CC – Dean Logan, Director or designee

SUMMARIZE BOARD ACTION IN CONTEXT	The Treasurer and Tax Collector is requesting authorization to issue Tax and Revenue Anticipation Notes (TRANs) to meet the Fiscal Year 2018-19 cash flow needs of the County General Fund. This short-term borrowing program enables the County to manage the funding of its expenditure requirements and to reduce the need for internal borrowing. The maximum authorization for the 2018-19 TRANs is in an amount not to exceed \$700,000,000.
RELEVANT HISTORY (WHY DOES BOARD NEED TO ACT NOW?)	Each year since 1977, the County has issued tax-exempt TRANs in connection with its cash management program for the upcoming fiscal year. This short-term borrowing program is necessary given that the County receives certain revenues, such as property taxes, on an uneven basis throughout the fiscal year. Approval of the 2018-19 TRANs by May 15, 2018 is consistent with the historical timeframe for issuing the County TRANs and will enable the County to meet key milestones in the issuance process, including release of the Preliminary Official Statement on May 18, 2018, pricing of the TRANs during the first week of June 2018, and the closing date and receipt of TRAN proceeds on July 2, 2018.
COST AND SOURCE OF FUNDING	The source of repayment for the 2018-19 TRANs is the County General Fund. Based on current projections, the TRANs would be issued with a borrowing cost of approximately 1.75%. However, the actual borrowing cost of the TRANs will depend on market conditions on the date of the sale, which is currently scheduled for the first week of June 2018.
WHEN DID YOU BRIEF BOARD OFFICES?	Scheduled for Operations Cluster on April 26, 2018.
ARE THERE ANY KNOWN CONTROVERSIES?	None
IF APPLICABLE, PROVIDE ANY PERTINENT BACKGROUND NOT STATED IN THE BOARD LETTER THAT THE CEO SHOULD KNOW ABOUT.	N/A

May 15, 2018

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:

#### ISSUANCE AND SALE OF 2018-19 TAX AND REVENUE ANTICIPATION NOTES (ALL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Treasurer and Tax Collector is requesting authorization to issue Tax and Revenue Anticipation Notes (TRANs) to meet the Fiscal Year 2018-19 cash flow needs of the County General Fund. This short-term borrowing program enables the County to manage the funding of its expenditure requirements and to reduce the need for internal borrowing. We are requesting a maximum authorization for the 2018-19 TRANs in an amount not to exceed \$700,000,000.

#### IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the Resolution authorizing the issuance and sale of the 2018-19 Tax and Revenue Anticipation Notes in an aggregate principal amount not to exceed \$700,000,000.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Adoption of the attached Resolution will authorize the issuance of the 2018-19 TRANs and the execution and delivery of all related financing documents. Each year since 1977, the County has issued tax-exempt TRANs in connection with its cash management program for the upcoming fiscal year. This short-term borrowing program is necessary given that the County receives certain revenues, such as property taxes, on an uneven basis throughout the fiscal year. The proceeds generated from the

issuance of TRANs are maintained in a separate fund by the Auditor-Controller and transferred on a periodic basis to meet the cash needs of the County General Fund. This process will reduce the County's need for internal borrowing during the upcoming fiscal year.

Due to the County's stable financial condition and improved cash flows, we are requesting a maximum authorization for the 2018-19 TRANs in the amount of \$700,000,000, which represents a \$100,000,000 reduction from the par amount of TRANs authorized and issued for Fiscal Year 2017-18. As in prior years, the final par amount of the 2018-19 TRANs may be adjusted to reflect updated cash flow projections for Fiscal Year 2018-19, and to ensure compliance with Federal regulations for tax-exempt financings.

#### Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

#### FISCAL IMPACT/FINANCING

The borrowing cost of the 2018-19 TRANs will depend on market conditions on the date of the sale. The Resolution provides that the true interest cost of the TRANs shall not exceed three percent (3%). However, based on current market conditions the actual cost of borrowing is expected to be significantly lower and may result in a true interest cost of approximately one and three-quarters percent (1.75%).

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Based on current conditions in the municipal note market, the 2018-19 TRANs are expected to be sold as a single series of one-year fixed-rate notes maturing on June 28, 2019. However, the final structure of the TRANs will be determined at the time of pricing, which is currently scheduled for early June 2018. Proceeds from the sale of the 2018-19 TRANs are expected to be available to the County on July 2, 2018.

Consistent with the County's historical practice, the Treasurer and Tax Collector is recommending a negotiated sale of the 2018-19 TRANs. Based on the results of a competitive solicitation process, Goldman Sachs was selected as the lead senior managing underwriter, with JP Morgan appointed to serve as the co-senior manager. Up to four co-managers will be added to the underwriting syndicate for the TRANs prior

to the pricing date. Squire Patton Boggs LLP will serve as note counsel for this transaction.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The 2018-19 TRANs are issued as part of a cash management program, which has no direct impact on current services.

#### CONCLUSION

Upon approval of this Resolution, it is requested that the Acting Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted Resolution to the Treasurer and Tax Collector (Office of Public Finance).

Respectfully submitted,

JOSEPH KELLY Treasurer and Tax Collector

JK:JP:BS:

Attachments

c: Chief Executive Officer Auditor-Controller County Counsel Squire Patton Boggs LLP

## COMPRESSED NATURAL GAS (CNG) MOTOR VEHICLE FUEL STATION SERVICES FACT SHEET

#### BACKGROUND

Consistent with the Board's policy on increasing the use of alternative fuel vehicles, the Alameda compressed natural gas (CNG) station was established in 1999 to provide a convenient CNG fueling station in the hub of Los Angeles. The Alameda CNG station is open to the County, as well as the general public, on County property located at 1055 North Alameda Street, Los Angeles, CA 90012.

Since its establishment, the Alameda CNG stations has been invaluable in providing alternative fuel to ultra-low emission vehicles powered by internal combustion engines manufactured or modified to use CNG as a primary fuel.

#### CURRENT CONTRACT

Under the terms of the current contract, all station operation and maintenance costs are borne by the contractor with no cost to the County. The contractor owns the station equipment and the County owns the land. The County receives revenue payments of five cents (.05) per gas gallon equivalent (GGE) sold or a minimum monthly guarantee of \$1,000, whichever is greater. In addition, the County receives a preferential CNG fuel rate of \$1.99 per gallon or the retail rate, whichever is less. The current contract that has been in place since 2007, and expires July 31, 2018.

#### SOLICITATION/SELECTION

In June 2017, ISD released a solicitation for installation of new equipment and continued maintenance of its Alameda CNG Station.

- Proposals were received from Clean Energy and Trillium CNG. The two (2) Proposals were reviewed to confirm that the minimum requirements were met and in compliance with the requirements set forth in the RFP. None were disqualified.
- An Evaluation Committee evaluated the proposals based on the process identified in the RFP. Committee members included members from ISD, Parks, and Public Works.
- Based on the evaluation factors contained in the RFP, Trillium was determined to be the highest ranking proposer. Trillium's proposed revenue payment rate to the County was significantly higher as compared to the second highest ranked proposal.

#### RECOMMENDED CONTRACT

Under the terms of the recommended Contract, the County grants Trillium a license to operate and maintain the CNG station. Trillium will provide all capital investments for the installation, operation, and maintenance of the CNG station. Trillium will receive all proceeds from the County and public GGE purchases. In exchange, as shown below, Trillium will pay the County quarterly payments in an amount between ten (\$.10) and twenty-five cents (\$.25) per GGE based on monthly volume of CNG sold to third parties, or a quarterly minimum of three thousand dollars (\$3,000), whichever is greater.

- County receives revenue payments of \$.10/GGE for up to 24,999 gallons or minimum monthly guarantee of \$3,000, whichever is greater.
- County receives revenue payments of \$.15/GGE for amounts over 25,000 gallons and under 37,500 gallons

#### COMPRESSED NATURAL GAS (CNG) MOTOR VEHICLE FUEL STATION SERVICES FACT SHEET

• County receives revenue payments of \$.25/GGE for amounts over 37,500 gallons

#### <u>Highlights</u>

As shown on the table below, based on historical monthly GGE volumes, the County expects to receive twenty-five cents (\$.25) per GGE on all third party sales. Accordingly, the County anticipates a significant increase in revenue as compared to the current GGE revenue rate and the GGE rate proposed by Clean Energy, the second highest ranking vendor.

2016 Quarters	Average Monthly Third Party GGE Volume	Quarterly Total Third Party GGE Volume	2016 Actual Quarterly Revenue @\$.05 per GGE	Clean Energy Quarterly Projected Revenue @\$.10 per GGE	Trillium Quarterly Projected Revenue >37,500 @ \$.25 per GGE
Quarter 1	39,501	118,503	\$5,925	\$11,850.32	\$29,625.80
Quarter 2	43,115	129,344	\$6,467	\$12,934.40	\$32,336.00
Quarter 3	42,476	127,429	\$6,371	\$12,742.90	\$31,857.25
Quarter 4	38,157	114,470	\$5,724	\$11,447.00	\$28,617.50
Annual Total	163,249	489,746	\$24,487	\$48,974.62*	\$122,436.55*
Annual Projected Revenue Increase			\$24,487.31	\$97,949.24	

\*Revenue Projection is based on historical volume for 2016, in which the average third party usage exceeded 37,500 GGEs per month.

Added Value:

- All costs for installation of new equipment and continued operation and maintenance of station services are borne by Trilluim;
- CNG motor vehicle fuel station will continue to be available to all County and public CNG Natural Gas Vehicles;
- Includes requirement for Trillium to implement the Board-adopted Local and Targeted Worker Hire (LTWH) Policy utilizing best efforts as the total project budget is greater than \$500,000 but less than \$2.5 million
  - Under the LTWH Policy, Trillium will be required to utilize best efforts to hire qualified local residents for at least 30 percent of total California Construction Labor Hours;
- County will receive a preferential fuel rate of \$1.99 per gallon or the retail rate, whichever is less—rate is the same as in 2007;
- Supports County's Strategic Plan Goal II.3.2, Foster a Cleaner, More Efficient, and More Resilient Energy System, by providing a centrally-located natural gas station available for ultra-low emission vehicles for County and public use.



## County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue Los Angeles, California 90063

SCOTT MINNIX Director

"Trusted Partner and Provider of Choice"

Telephone:(323) 267-2101FAX:(323) 264-7135

May 15, 2018

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:

#### REQUEST FOR APPROVAL TO AWARD AND EXECUTE COMPRESSED NATURAL GAS (CNG) MOTOR VEHICLE FUEL STATION SERVICES CONTRACT (ALL DISTRICTS - 3 VOTES)

#### SUBJECT

The Internal Services Department (ISD) is requesting approval and authority to award and execute a contract with Trillium USA Company, LLC. (Trillium) to provide compressed natural gas (CNG) motor vehicle fuel station services.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed actions do not constitute a project pursuant to the California Environmental Act (CEQA).
- 2. Authorize the Director, ISD, or his designee, to award and execute a contract with Trillium to provide CNG motor vehicle fuel station services for an initial term of five years, effective August 1, 2018, with four one-year renewal options, and six month-to-month extensions.
- 3. Authorize the Director, ISD, or his designee, to exercise the renewal options and month-to-month extensions; and execute applicable amendments should the original contracting entity merge, be acquired, or otherwise have a change in entity, so long as such does not result in any net County cost.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Consistent with your Board's policy on increasing the use of alternative fuel vehicles, the Alameda CNG station was established in 1999 to provide a convenient CNG fueling station in the Los Angeles Civic Center area. Under the terms of the current and proposed contract, all station operations and maintenance costs are borne by the contractor with no cost to the County. The contractor owns the station equipment and the County owns the land.

The recommended action is to award a new contract to Trillium for installation of new fuel station equipment and continued operation of the CNG motor vehicle fuel station. Under the proposed contract, the County grants a license to Trillium to operate and maintain the CNG station. In exchange, Trillium will pay County quarterly payments based on tiered pricing between ten (\$0.10) and twenty-five (\$0.25) cents per Gas Gallon Equivalent (GGE) based on monthly volume of CNG sold to third parties, or a quarterly minimum of \$3,000, whichever is greater. Based on historical monthly GGE volumes, the County expects to receive twenty-five cents per GGE on all third-party sales. The County will continue to receive a preferential fuel rate of \$1.99 per gallon or the retail rate, whichever is less.

Approval of the recommended actions will enable ISD to continue to provide a convenient public CNG fueling station for ultra-low emission CNG vehicles in the Civic Center area.

#### IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support County's Strategic Plan Goal II.3.2, Foster a Cleaner, More Efficient, and More Resilient Energy System, by providing a centrally-located natural gas station available for ultra low emission vehicles for County and public use.

#### FISCAL IMPACT/FINANCING

All station operations and maintenance costs are borne by the contractor with no cost to the County.

Based on GGE volumes for the past five years, monthly GGE volumes are projected to be above the \$0.25 threshold. As such, ISD projects a revenue increase estimated at \$90,000 per year as compared to the current contract based on the revenue rate increase from \$0.05 to \$0.25 a GGE for all third-party sales.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. As part of the contract negotiations, two standard terms (Most Favored Public Entity and Termination for Convenience) were modified from the proposed contract. The modifications were discussed with County Counsel.

This contract includes a requirement for Trillium to implement the Board-adopted Local and Targeted Worker Hire (LTWH) Policy utilizing best efforts as the total project budget is greater than \$500,000 but less than \$2.5 million. Under the LTWH Policy, Trillium will be required to utilize best efforts to hire qualified local residents for at least 30 percent of total California Construction Labor Hours.

ISD has determined that the recommended agreement is not a Proposition A contract and not subject to the Living Wage Program (County Code Chapter 2.201) as the services are technical in nature.

#### ENVIRONMENTAL DOCUMENTATION

The proposed contract for CNG motor vehicle fuel station services is exempt under CEQA, under Section 15301 and Class 1 (a) and (b) of the Environmental Document Reporting Procedures and Guidelines because the project provides for operation and maintenance of existing facilities.

#### CONTRACTING PROCESS

On June 22, 2017, ISD released a Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide CNG station services. ISD posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 1). Notice of the RFP was sent by electronic mail to all the vendors registered with the County under the "fueling services, mobile (vehicle)" commodity (Attachment 2).

To increase opportunities for Preference Program Enterprises, ISD regularly coordinates outreach efforts such as vendor fairs with the Department of Consumer and Business Affairs, and other County departments. In addition, ISD participated in Posible LA, an Entrepreneur Summit attended by over 2,000 Small Businesses aimed to provide resources to grow their business.

Two vendors submitted a response to the RFP by the proposal submission deadline and both proposals were reviewed for responsiveness and compliance with the minimum requirements identified in the RFP. The proposals were evaluated by an evaluation committee consisting of representatives from ISD, Department of Parks and Recreation, and Department of Public Works. Based on the evaluation factors contained in the RFP, Trillium was determined to be the highest rated vendor.

The non-selected proposer received a debriefing on December 7, 2017. There were no protests resulting from this solicitation.

A summary of the Community Business Enterprise (CBE) information for both vendors submitting a proposal is attached (Attachment 3). The recommended vendor was selected without regard to gender, race, creed, color, or national origin.

#### IMPACTS ON CURRENT SERVICES OR PROJECTS

The recommended contract ensures the County can continue to provide a convenient and cost-effective CNG fueling station for the County and public usage. Additionally, the County will have increased revenue generated from the CNG motor vehicle fueling station.

#### CONCLUSION

The Executive Office of the Board of Supervisors is requested to return two stamped and signed copies of each of the approved agreement to the Director of ISD.

Respectfully submitted,

INTERNAL SERVICES DEPARTMENT

SCOTT MINNIX Director

SM:DC:JS:CC:os

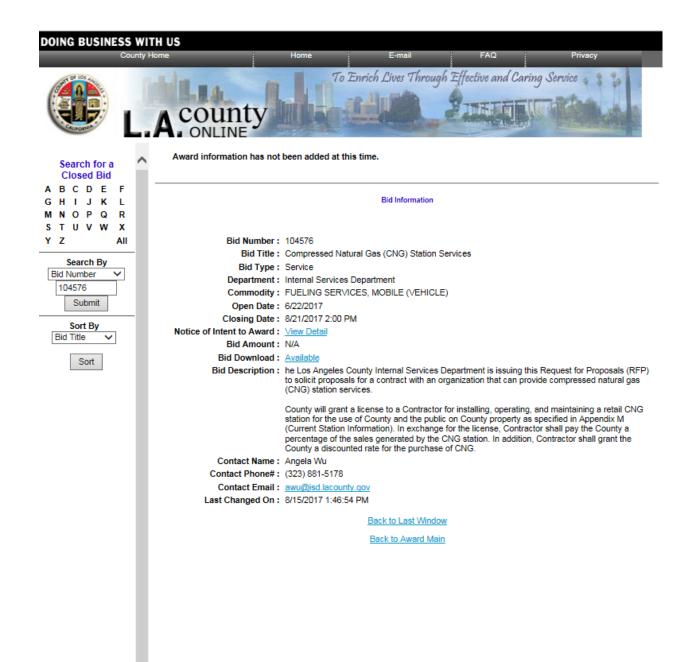
Attachments (3)

c: Executive Officer, Board of Supervisor Chief Executive Officer Chief Operating Officer County Counsel Auditor Controller

## CNG Fueling Station Revenue Projection Comparison Chart

2016 Quarters	Average Monthly Third Party GGE Volume	Quarterly Total Third Party GGE Volume	2016 Actual Quarterly Revenue @\$.05 per GGE	Clean Energy Quarterly Projected Revenue @\$.10 per GGE	Trillium Quarterly Projected Revenue >37,500 @ \$.25 per GGE
Quarter 1	39,501	118,503	\$5,925	\$11,850.32	\$29,625.80
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	Annual Projected	Revenue Increase		\$24,487.31	\$97,949.24

\*Revenue Projection is based on historical volume for 2016, in which the average third party usage exceeded 37,500 GGEs per month.



#	Description	
928-45	FUELING SERVICES, MOBILE (VEHICLE)	

Vendor ID	Company Name	Phone	Certified
12798701	ADVANCED SYSTEMS SERVICES INC 1082 AIRPORT DR, , UPLAND, CA, 91786-2152	(909) 949-9944	
12212401	AFV FLEET SERVICE 8930 CENTER AVE., , RANCHO CUCAMONGA, CA, 91730-5328	(909) 466-7708	
52645801	AMBER RESOURCES LLC SAWYER PETROLEUM, 14117 AETNA ST., VAN NUYS, CA, 91401-3427	(818) 786-8180	
52645802	AMBER RESOURCES LLC 1543 W. 16TH ST., , LONG BEACH, CA, 90813-1210	(818) 786-8180	
17638301	API ENGINEERING 13089 PEYTON DR, STE C247, CHINO HILLS, CA, 91709	(562) 201-9684	
16230101	APPLIED NATURAL GAS FUELS, INC. 31111 AGOURA ROAD, SUITE 208, WESTLAKE VILLAGE, CA, 91361	(818) 450-3650	
15486801	AVA ENVIRONMENTAL 829 W. COMPTON BLVD, , COMPTON, CA, 90220	(310) 505-5228	
16715701	AXI INTERNATIONAL 5400-1 DIVISION DRIVE, , FORT MYERS, FL, 33905	(239) 690-9589 Ext:203	
15367501	BRYANT FUEL TECHNOLOGIES, INC. 1300 32ND ST., 11000 MARTINGALE DR., BAKERSFIELD, CA, 93312	(661) 334-5462	
13566701	CCI VAN AND TRUCK EQUIPMENT 991 FIFTH STREET, , NORCO, CA, 92860-2112	(951) 817-0464	
50109701	CHARLES E. THOMAS COMPANY 13701 ALMA AVE., , GARDENA, CA, 90249-2513	(213) 305-9155	
10027201	CLEAN ENERGY 3020 OLD RANCH PKWY., STE. 200, , SEAL BEACH, CA, 90740-2765	(562) 493-2804	
10027202	CLEAN ENERGY 8117 PRESTON RD., STE. 260, , DALLAS, TX, 75225-6321	(214) 265-4165	
10027203	CLEAN ENERGY 3020 OLD RANCH PKWY., STE. 200, , SEAL BEACH, CA, 90740-2751	(562) 493-2804 Ext:246	
10027204	CLEAN ENERGY FILE 1157, 1801 W. OLYMPIC BLVD., PASADENA, CA, 91199-1157	(562) 493-2804	
10027205	CLEAN ENERGY PO BOX 678208, , DALLAS, TX, 75267-8208	(949) 437-1000	
17852301	CODE 4 RETROFITTING, INC 15020 RAMONA BLVD, , BALDWIN PARK, CA, 91706	(626) 814-3144	
17852302	CODE 4 RETROFITTING, INC 15020 RAMONA BLVD, , BALDWIN PARK, CA, 91706-3471	(626) 814-3144	
18572601	DEBORAH DYSON LICENSED ELECTRICL CONTRACTOR 385 S LEMON AVE, E131, WALNUT, CA, 91789-2727	(909) 632-5567	
50508301	DION & SONS 1543 W 16TH STREET, , LONG BEACH, CA, 90813	(562) 432-3946 Ext:225	
06261901	EPS ENGINEERING SERVICES,INC 12100 WILSHIRE BLVD., STE. 460, , LOS ANGELES, CA, 90025-7120	(310) 826-9733	
18378201	FUELING AND SERVICE TECHNOLOGIES INC 7050 VILLAGE DRIVE, SUITE D, BUENA PARK, CA, 90621	(714) 681-0033	
14734901	GARY'S TRANSMISSION&AUTOMOTIVESERVICE CENTER INC SERVICE CENTER INC, 937 W MISSION BL, POMONA, CA, 91766	(909) 620-5066	
14234501	I.STAR SYSTEMS PVT LTD M.I.BAIG-BAIG COMPLEX-MIRZA - LANE ASHTI, TAL:- ASHTI DIST:- BEED } STATE:- MAHARASHTRA, ASHTI (INDIA), , 14127	(000) 000-0	
18486701	INSIGHTFUEL, LLC 1333 HIGHLAND RD E, , MACEDONIA, OH, 44056	(330) 998-7380 Ext:423	

18094601	JIMMY DURAN 1377 S LILAC AVE, , BLOOMINGTON, CA, 92316	(909) 820-5764
11804201	MANSFIELD OIL COMPANY 1025 AIRPORT PKWY, , GAINESVILLE, GA, 30501-6813	(800) 255-6699
<u>16851601</u>	MARTIN'S AUTO WORX 1600 E. WASHINGTON BL., , PASADENA, CA, 91104	(626) 794-7296
<u>51255201</u>	MERRIMAC ENERGY GROUP 1240 E. WARDLOW RD., , LONG BEACH, CA, 90807-4833	(562) 427-6565 Ext:15
<u>51255202</u>	MERRIMAC ENERGY GROUP 1240 E. WARDLOW RD., , LONG BEACH, CA, 90807-4833	(562) 983-9350 Ext:15
12341001	MJ TANK LINES 2951 N. VENTURA AVE., , VENTURA, CA, 93001	(805) 641-1224
06300601	MULTIFORCE SYSTEMS CORP 101 WALL ST., , PRINCETON, NJ, 08540-1522	(609) 683-4242
14379801	PHOENIX MANAGEMENT INC (PMI) 6101 W.COURTYARD DR., BLDG 4, , AUSTIN, TX, 78730	(512) 335-5663
18556301	ROSEVELT PETROLEUM, LLC 1948 DEL PASO RD, STE 138, SACRAMENTO, CA, 95834-7721	(916) 285-0882
17477601	SESSY INC 5106 CRENSHAW BLVD, , LOS ANGELES, CA, 90043	(310) 666-2406
18556901	SOURCED ENERGY LLC 10599 WILSHIRE BLVD, APT 509, LOS ANGELES, CA, 90024-7624	(805) 724-9888
17886601	STAN WRIGHT PO BOX 890066, , TEMECULA, CA, 92589-0066	(951) 676-4948
18094001	SUPREME OIL CO. 755 WEST A STREET, SECOND FLOOR, SAN DIEGO, CA, 92101	(619) 501-3300
<u>18651201</u>	T & D RENTALS INC 410 SPECTRUM CIR, 8001 LANGDON AVE VAN NUYS CAL, OXNARD, CA, 93030-7921	(805) 988-4476
<u>52800101</u>	THE JANKOVICH COMPANY P.O. BOX 670, BERTH 74, SAN PEDRO, CA, 90733	(949) 606-5236
18588901	TRANSERVICE LOGISTICS INC. 5 DAKOTA DRIVE, , LAKE SUCCESS, NY, 11042-1188	(951) 603-6690
11513501	VILLAGE AUTO GROUP 2101 COUNTRY DELL DR., , GARLAND, TX, 75040-4075	(214) 215-1028
17608501	VNG 150 MONUMENT ROAD, SUITE 500, BALA CYNWYD, PA, 19004	(407) 450-3315

# PROPOSERS' ORGANIZATION AND CBE INFORMATION AS PROVIDED BY VENDORS

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

	FIRM INFORMATION	Trillium USA Company LLC., dba Trillium CNG (Selected Vendor)	<b>Clean Energy</b> (Non-Selected Vendor)
Сι	Iltural/Ethnic Composition	% of Ownership	% of Ownership
OWNERS/PARTNERS	Black/African American Hispanic/Latin American Asian American American Indian/Alaskan Filipino White Women	PUBLICLY TRADED COMPANY (information not available).	PUBLICLY TRADED COMPANY (information not available).
Ó		Number	Number
STAFF MANAGER	Black/African American Hispanic/Latin American Asian American American Indian/Alaskan Filipino White Women (included above) Black/African American Hispanic/Latin American Asian American American Indian/Alaskan Filipino White Women (included above)	1 4 1 0 0 27 3 8 16 2 2 2 0 65 16	$ \begin{array}{c} 1\\ 9\\ 9\\ 1\\ 0\\ 89\\ 19\\ 17\\ 44\\ 37\\ 1\\ 0\\ 253\\ 79\\ \end{array} $
TOTAL # OF EMPLOYEES		126	461
BUSINESS STRUCTURE		CORPORATION	CORPORATION
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise? Certifying Agency		NO 18	NO

#### BACKGROUND

Structured Decision Making® (SDM) is a collection of research-based and actuarial tools utilized by DCFS. Currently, over 55 counties use SDM tools. The State pays for the use of the SDM application. The tools are designed to enhance decision-making at key points during the life of a case, as summarized below.

The Hotline tools determine if a call should be screened in or evaluated out. If screened in, the tool determines if the CSW response time is immediately or within five days. The Safety Assessment and Substitute Care Provider Safety Assessment tools are used to determine if at the initial face-to-face contact it is safe to keep the child/ren in the home or whether to remove. The Risk Assessment is an actuarial tool used at the completion of an emergency response investigation to classify a family into one of four risk levels (low, moderate, high, or very high). The tool recommends opening cases on high and very high risk families. The Family Strengths and Needs Assessment tool (FSNA) is used to identify the three highest needs for parents and children so staff can incorporate these needs into the Case Plan. The Risk Reassessment is used when providing in-home services and monitors compliance with the case plan, child safety and reduction in risk factors. It also guides the decision to close the case. The Reunification Reassessment tool is used with families for which reunification is being considered. It monitors reduction in safety threats, visitation quality and quantity, and when it is safe to return children to parents.

#### **CURRENT STATUS**

The current SDM contract with the National Council on Crime and Delinquency (NCCD) will end on December 31, 2020. DCFS is currently working on Amendment Number Four to increase services and Maximum Contract Amount effective January 1, 2018 through December 31, 2020. Through this contract, the Children's Research Center (CRC), a division of NCCD, provides support in 8 specific areas:

- 1. **SDM web-based application support**. Provides Help Desk phone support, daily downloads of the SDM database and real time support to enable the online Suspected Child Abuse Report (SCAR) system for Mandated Reporters.
- 2. **Safe Measures reports subscription**. This application contains over 150 reports related to CWS/CMS and is utilized by line staff to monitor staff compliance and trends.
- 3. **SDM Consulting and Technical Assistance Support**. Besides phone and webinar support, this includes an annual site visit for two and a half days to assess SDM use and provide recommendations for improvement.
- 4. **SDM Analytic Reports**. These provide three specialized reports plus an annual report of SDM utilization.
- 5. Los Angeles County SDM Core Team Development and Sustainability. Provides TA by helping to identify and convene an SDM core leadership team. This team will

provide guidance and make decisions on key issues related to SDM as well as overall SDM system use.

- 6. SDM System Fidelity Review. Provides macro-level data review of the SDM system; a DCFS policy and practice review and examine where the SDM system could be better integrated into and support core practice model activities; a targeted case review that targets critical casework decision points; focus groups that involves all levels of social work staff which will allow better understanding of internal perceptions of the SDM system and a written report and verbal discussion prepared by Contractor that details the state SDM implementation at DCFS.
- 7. SDM System Practice Improvement Activities. Provides initial SDM re-orientation trainings; designs a new curricula for leadership and supervisors to better understand and make use of the SDM assessments, better integrate SDM assessment use into the core practice model and better understand how to use data from the assessments in CQI efforts; partners with DCFS on "Coaching" small-group efforts focused on unique uptake dilemmas associated with learning or re-learning proper use of SDM assessments; provides up three yearly trainings and coaching sessions on Manageby-data/CQI coaching and provides ad hoc data analytic services and reports.
- 8. **Project Management/Ad Hoc Meeting and Support.** Upon request by DCFS, for coordination, stakeholder presentations and project management.

#### FISCAL ANALYSIS/IMPACT

The Maximum Annual Contract Amount from January 1, 2018 through December 31, 2018 is \$380,370. The maximum Annual Contract Amount for year two is \$519,550 and for year three is \$379,520. The total cost for three years is \$1,279,440.

#### Funding Source

The funding source is 36% Federal, 33% State, and 31% Net County Cost (NCC).

#### WHAT DO THESE CONTRACTS PAY FOR?

Provides maintenance and support services for the SDM Web-Based Application and DCFS' Mandated Reporter Web-Based Application, Analytical Reporting Services, Consulting and Technical-Assistance Support for DCFS' SDM practice; Los Angeles County SDM Core Team Development and Sustainability; SDM System Fidelity Review; SDM System Practice Improvement Activities and Project Management/Ad Hoc Meeting and Support.

#### **RECOMMENDATIONS FOR CONSIDERATION**

 Delegate authority to the Director, or designee, to execute an Amendment, substantially similar to Attachment I to Contract Number 11-012-01 with NCCD for SafeMeasures subscription and SDM support services to add additional services and increase the Maximum Contract Amount by \$743,445 from \$535,995 to \$1,279,440. The Maximum Annual Contract Amount from January 1, 2018 through December 31, 2018 is \$380,370. The maximum Annual Contract Amount for year two is \$519,550 and for year three is \$379,520. This contract is financed using 36 percent Federal Title IV-E funds, 33 percent State funds, and 31 percent Net County Cost (NCC). Sufficient funding is included in the Department's Fiscal Year (FY) 2017-2018 Budget and will be included in the FY 2018-2019 Proposed Budget request.

- Delegate authority to the Director, or designee, to amend the Contract to increase or decrease the annual Maximum Contract Sum by no more than ten percent per year during the term of the Contract commensurate with an increase or decrease in services. This delegated authority is contingent upon: (a) available funding; (b) approval by County Counsel; and (c) the Director notifies, in writing, within ten business days to the Board and CEO of the Amendment.
- Delegate authority to the Director, or designee, to further extend the Contract by written notice on an annual basis, if NCCD continues to remain the sole provider of the SafeMeasures and SDM services contingent upon: (a) the availability of funding; (b) prior approval by County Counsel; and (c) the Director notifies, in writing, within ten business days to the Board and CEO the renewal option has been exercised.

#### **IMPLEMENTATION PLANS/TIMELINE**

The SDM model is fully implemented. The contract amendment will allow for continued review of the implementation of the SDM model and for discussion with NCCD on issues that are identified in the annual SDM report, as well as design problem solving strategies to improve SDM practice in Los Angeles.

The Board letter is tentatively scheduled for an April 2018 Cluster Meeting and for a May 2018 Board Meeting.

#### PENDING DECISIONS/ISSUES

Issue/Dilemma	There are no pending issues.		
Alternative(s)	There are no alternatives at this time to SDM.		
PROS	PROS CONS		
goals to reduce	ne use of SDM supports the Department's solution of subsequent harm to nildren and reduce time to permanency.		



## County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

BOBBY D. CAGLE Director

BRANDON T. NICHOLS Chief Deputy Director Board of Supervisors HILDA L. SOLIS First District MARK RIDLEY-THOMAS Second District SHEILA KUEHL Third District JANICE HAHN Fourth District KATHRYN BARGER Fifth District

Month XX, 2018

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:

#### AMENDMENT NUMBER FOUR TO CONTRACT NUMBER 11-012-01 WITH THE NATIONAL COUNCIL ON CRIME AND DELINQUENCY FOR SAFEMEASURES® SUBSCRIPTION AND STRUCTURED DECISION MAKING® SUPPORT SERVICES

#### (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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

#### <u>SUBJECT</u>

The Department of Children and Family Services (DCFS) seeks delegated authority to execute Amendment Number Four to Contract Number 11-012-01 with National Council on Crime and Delinquency (NCCD) for SafeMeasures® subscription and Structured Decision Making® (SDM) support services to amend the contract to increase the Maximum Contract Amount greater than ten percent, with the option to extend the Contract on an annual basis, provided that NCCD continues to remain the sole provider of the SDM services for the California Department of Social Services (CDSS).

#### IT IS RECOMMENDED THAT THE BOARD:

 Delegate authority to the Director, or designee, to execute an Amendment, substantially similar to Attachment to Contract Number 11-012-01 with NCCD for SafeMeasures subscription and SDM support services to add additional services and increase the Maximum Contract Amount by \$743,445 from \$535,995 to \$1,279,440. The Maximum Annual Contract Amount from January 1, 2018 through December 31, 2018 is \$380,370. The maximum Annual Contract Amount for year two is \$519,550 and for year three is \$379,520. This contract is financed using 36 percent Federal Title IV-E funds, 33 percent State funds, and 31 percent Net County Cost (NCC). Sufficient funding is included in the Department's Fiscal Year (FY) 2017-2018 Budget and will be included in the FY 2018-2019 Proposed Budget request.

- Delegate authority to the Director, or designee, to amend the Contract to increase or decrease the annual Maximum Contract Sum by no more than ten percent per year during the term of the Contract commensurate with an increase or decrease in services. This delegated authority is contingent upon: (a) available funding; (b) approval by County Counsel; and (c) the Director notifies, in writing, within ten business days to the Board and CEO of the Amendment.
- Delegate authority to the Director, or designee, to further extend the Contract by written notice on an annual basis, if NCCD continues to remain the sole provider of the SafeMeasures and SDM services contingent upon: (a) the availability of funding; (b) prior approval by County Counsel; and (c) the Director notifies, in writing, within ten business days to the Board and CEO the renewal option has been exercised.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions ensure the SafeMeasures subscription renewal; SDM web-based application support, analytical reporting services; consulting and technical assistance for DCFS' SDM practice; Los Angeles County SDM Core Team Development and Sustainability; SDM System Fidelity Review; SDM System Practice Improvement Activities and Project Management/Ad Hoc Meeting and Support.

NCCD is the State approved vendor and sole proprietor of the SafeMeasures and SDM services. The SafeMeasures subscription renewal continues to provide the County of Los Angeles (County) access to a valuable online reporting service. There is no other data reporting system with similar capabilities and features that incorporates Child Welfare Services/Case Management System (CWS/CMS) data, Child and Family Services Review (CFSR) measures, and SDM data, including specialized referral alerts.

The SDM Application is a collection of research-based and actuarial tools designed to enhance decision-making at key points during the life of a case for case-specific evaluation and assessment. These contracted services are required to maintain SDM fidelity to continue the review of the implementation of the SDM application, discuss issues that are identified in the annual SDM Report, and design problem-solving strategies to improve SDM practice in the County. In addition, these services will aid development of: (1) a SDM Core Team to oversee enhancing implementation, (2) an SDM system fidelity review to help identify how SDM components are currently being used in real-time DCFS practice and (3) a series of system improvement activities designed to help DCFS staff and leadership better use, understand, and receive the most value from the SDM system.

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 3, Realize Tomorrow's Government Today: Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency.

#### FISCAL IMPACT/FINANCING

The Maximum Annual Contract Amount from January 1, 2018 through December 31, 2018 is \$380,370. The maximum Annual Contract Amount for year two is \$519,550 and for year three is \$379,520. The Contract will be financed using 36 percent Federal Title IV-E funds, 33 percent State funds, and 31 percent NCC.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1998, NCCD implemented SDM in California and NCCD has provided SDM services to California counties for over 15 years. The California SDM model includes: a Hotline Tool to screen referrals received and determine how quickly a response must be made; a Safety Assessment to determine if it is safe for a child to remain home; a Family Risk Assessment to determine if the future risk is enough to warrant a case to be open; a Family Strength and Needs Assessment to determine the needs, strengths and services a family will need; a Reunification Assessment to determine if children are able to return home; an In-Home Family Assessment to determine if a Family Maintenance case can be closed or if the children will remain home; and a Substitute Care Provider Safety Assessment to determine if it is safe for a child to remain in their current Out-of-Home placement.

In 2004, full implementation of the SDM assessment tools (Hotline, Safety Assessment, Risk Assessment, Family Strengths and Needs, and Reunification Reassessment) were launched and steps were taken to incorporate the tools into all phases of the County Child Protective Services practice. In 2008, the Substitute Care Provider Safety Assessment was added to SDM to enhance social assessment of foster homes.

On December 20, 2011, the Board approved a Sole Source Contract with NCCD effective January 1, 2012, for the SafeMeasures subscription and SDM support services. The Board approved Amendment One to extend the Contract Number 11-012-01 with NCCD effective January 1, 2015 through December 31, 2015, with two one-year renewal options through December 31, 2017. In addition, DCFS used the Board delegated authority to execute Amendment Two to increase the total Contract Sum by ten percent commensurate with an increase in services.

On December 5, 2017, the Board approved Amendment Three to extend the Contact Number 11-012-01 with NCCD effective January 1, 2018 through December 31, 2020 with the option to extend the contract on an annual basis, provided that NCCD continues to remain the sole provider of the SDM services for CDSS.

In accordance with Board Policy No. 5.120, on March 20, 2018, the Department notified the Board of its intent to request delegated authority to increase Board approved contract greater than ten percent.

The Chief Information Officer (CIO) recommends approval of Amendment Four. The CIO determined that because the Amendment increases funding for consulting services to optimize the utilization of the SDM application and practice, no formal CIO Analysis is required. The CEO and County Counsel reviewed the Board letter, Amendment, and Exhibit. The Amendment was approved as to form by County Counsel.

#### IMPACT ON CURRENT SERVICES

Approval of the proposed recommendation will allow the County to continue to use the SDM tools to incorporate CWS/CMS data, CFSR measures, and SDM data including specialized referral alerts. In addition, SDM tool supports and assesses the safety and risk of families, assist in reducing maltreatment, and improve timeliness to permanency. This will allow SDM system improvement efforts to ensure clear alignment between the SDM system and DCFS policy, thoughtful integration of SDM assessments with the DCFS Core Practice Model and better use of SDM aggregate data in DCFS Continuous Quality Improvement activities to ensure high-fidelity implementation of SDM.

#### **CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and Amendment to the Department of Children and Family Services.

Respectfully submitted,

Reviewed by:

BOBBY D. CAGLE Director WILLIAM S. KEHOE Chief Information Officer

BDC:KR LTI:EO:js

Attachment

c: Chief Executive Officer County Counsel Executive Office, Board of Supervisors



## AMENDMENT NUMBER FOUR

## то

## SAFEMEASURES® SUBSCRIPTION AND STRUCTURED DECISION MAKING® SUPPORT SERVICES

## CONTRACT NUMBER 11-012-01

## WITH

## NATIONAL COUNCIL ON CRIME AND DELINQUENCY (NCCD)

June 2018

#### AMENDMENT NUMBER FOUR SAFEMEASURES® SUBSCRIPTION AND STRUCTURED DECISION MAKING® SUPPORT SERVICES CONTRACT NUMBER 11-012-01

This Amendment Number Four ("Amendment") to SafeMeasures® Subscription and Structured Decision Making® Support Services Contract, ("Contract") adopted by the Board of Supervisors on \_\_\_\_\_\_, 2018, is made and entered into by and between the County of Los Angeles, ("COUNTY"), and National Council on Crime and Delinquency (NCCD), ("CONTRACTOR"), this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, the CONTRACTOR was appointed by the California Department of Social Services (State) to initiate the Structured Decision Making project in 1998 and has remained the State approved CONTRACTOR for providing these services under contract for over 15 years; and

**WHEREAS,** the CONTRACTOR is the only provider of the Structured Decision Making application; and

WHEREAS, COUNTY has been using the research-based and actuarial tools to better assist social workers in evaluation and decision making pertaining to case and placement quality and stability that the CONTRACTOR developed, implemented and technically supports; and

**WHEREAS,** this Amendment is prepared pursuant to the provisions set forth in Section 7.0, Changes and Amendments; and

**NOW, THEREFORE,** COUNTY and CONTRACTOR agree to modify the SafeMeasures® Subscription and Structured Decision Making® Support Services Contract as follows:

- 1. Exhibit AA is attached as the revised Statement of Work, which replaces Exhibit A.
- 2. Part I, Unique Terms and Conditions, Section 4.0 Contract Sum, Sub-section 4.1.3 is revised as follows:
  - 4.1.3 The Maximum Annual Contract Amount from January 1, 2018 through December 31, 2018 is \$380,370. The maximum Annual Contract Amount for year two is \$519,550 and for year three is \$379,520.
- 3. Part I, Unique Terms and Conditions, Section 5.0 Insurance Requirements, Sub sections 5.1.2.1 through 5.1.2.2 are added as follows:

- 5.1.2.1 Include copies of the additional insured endorsement to the CONTRACTOR's general liability, professional liability, and Cyber Liability, adding the County, its Special Districts, elected and appointed officers, employees, agents and volunteers as insured for all activities arising from this Contract.
- 5.1.2.1 Waiver of Subrogation: To the fullest extent permitted by law, the CONTRACTOR 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 Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.
- 4. Part I, Unique Terms and Conditions, Section 5.2 Insurance Coverage Requirements, Sub-section 5.2.1 is revised as follows:
  - 5.2.1 General Liability insurance (written on ISO Policy from CG 00 01 or its equivalent) with limits equal to the maximum allowed under CONTRACTOR's policy, or the following, whichever is greater:

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

- 5. Part I, Unique Terms and Conditions, Section 5.2 Insurance Coverage Requirements, Sub-section 5.2.5 and 5.2.6 is added as follows:
  - 5.2.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$1 million.

5.2.6 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches, liability arising from the loss or disclosure of confidential information no matter how it occurs (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems with limits of not less than \$1 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

- 6. Part I, Unique Terms and Conditions, Section 10.0 Health Insurance Portability and Accountability Act of 1996 ("HIPPA") is added as follows:
  - 10.0 Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
    - 10.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
    - 10.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
    - 10.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.
- 7. Part II, Standard Terms and Conditions, Section 4.0 Assignment and Delegation is deleted in its entirety and replaced as follows:

#### 4.0 Assignment and Delegation/Mergers or Acquisitions

- 4.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 4.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 4.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 4.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8. Part II, Standard Terms and Conditions, Section 17.0 Consideration of Greater Avenue for Independence (GAIN) or General Relief Opportunities for Work

(GROW) Participants for Employment is deleted in its entirety and replaced as follows:

#### 17.0 **Consideration of Hiring Gain-Grow Participants**

- 17.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor 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 Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: <u>GAINGROW@DPSS.LACOUNTY.GOV</u> and <u>BSERVICES@WDACS.LACOUNTY.GOV</u> and DPSS will refer qualified GAIN/GROW job candidates.
- 17.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

# ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

#### AMENDMENT NUMBER FOUR SAFEMEASURES® SUBSCRIPTION AND STRUCTURED DECISION MAKING® SUPPORT SERVICES CONTRACT NUMBER 11-012-01

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number Four to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number Four to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

CONTRACTOR

National Council on Crime and Delinquency

By: \_

BOBBY D. CAGLE, DIRECTOR Department of Children and Family Services

By:	
Name:	
Title	
By:	
Name:	
Title	

Tax Identification Number

APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL MARY C. WICKHAM

By: \_\_\_\_\_

David Beaudet, Senior Deputy County Counsel

EXHIBIT AA

#### STATEMENT OF WORK

#### 2018-2020

#### SAFEMEASURES® SUBSCRIPTION AND STRUCTURED DECISION MAKING® SUPPORT SERVICES

#### COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

#### SAFEMEASURES® SUBSCRIPTION AND STRUCTURED DECISION MAKING SUPPORT SERVICES

### STATEMENT OF WORK

#### TABLE OF CONTENTS

### <u>PART</u>

#### <u>PAGE</u>

PART	A – INTRODUCTION	1
1.0	PREAMBLE	1
PART	B – PROJECT FOUNDATION	
1.0	PURPOSE	4
2.0	DEFINITIONS	4
3.0	COUNTY PROGRAM MANAGEMENT	7
4.0	CONTRACTOR'S GENERAL RESPONSIBILITIES	
5.0	REPORTS AND RECORD KEEPING	8
6.0	QUALITY ASSURANCE PLAN AND MONITORING	8
PART	C – SERVICES DESCRIPTION	
1.0	OUTCOME MEASURES	
2.0	SCOPE OF WORK	9
	IBIT A-1 PERFORMANCE REQUIREMENTS SUMMARY	
EXH	IBIT A-2 BUDGET/PRICING SCHEDULE	

### STATEMENT OF WORK

#### PART A- INTRODUCTION

#### 1.0 PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well- being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
   Professionalism
   Commitment
- Accountability
   A Can-Do Attitude
- Compassion
   Respect for Diversity

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well- being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

- ✓ Families are treated with respect in every encounter they have with the health educational and social services system.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family- focused, culturally-competent, accessible, userfriendly, responsive, cohesive, efficient, professional, and accountable.
- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi- disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following Customer Service and Satisfaction Standards in support of improving outcomes for children and families.

### Personal Service Delivery

The service delivery team - staff and volunteers - will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

### **PART B - PROJECTION FOUNDATION**

### 1.0 PURPOSE

This contract is for the purchase of the SafeMeasures® (SafeMeasures) subscription, maintenance and support services for the CONTRACTOR's Structured Decision Making (SDM) web-based application and DCFS' Police Mandated Reporter (PMR) web-based application, analytical reports and on-site consulting and technical assistance support for DCFS' SDM practice.

### 2.0 **DEFINITIONS**

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Annual Management Report" means a report providing in-depth analysis and aggregate data related to DCFS practice, which identifies areas requiring special attention to ensure the ongoing improvement of Child Protective Services practice in DCFS as it relates to SDM and the achievement of SDM's stated goals.
- B. "Analytical Reports" means an Annual Management Report or a Specialized Report.
- C. "Child Protective Services" or "CPS" means the work performed by the Department in protecting children from maltreatment and assessing children for the mitigation of Safety and Risk.

- D. "Contract"- means this agreement.
- E. "CONTRACTOR" means National Council Crime and Delinquency (NCCD).
- F. "COUNTY" means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- G. "Contractor's Program Director" or "CPD" means CONTRACTOR's officer or employee responsible for administering the Contract in accordance with the Statement of Work (SOW).
- H. "County's Program Manager" or "CPM" means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- I. "Daily Extracts" means data that is collected from the state's CWS/CMS which is sorted or categorized by SDM specifically related to DCFS' needs, and is downloaded on a daily basis by DCFS.
- J. "Day" or "Days" means calendar days, and not business or workday, unless otherwise specifically stated.
- K. "DCFS" means COUNTY's Department of Children and Family Services.
- L. "Director" means COUNTY's Director of Children and Family Services or his or her authorized designee.
- M. "Emergency Response" or "ER"- means a critical response conducted by DCFS Social Workers who manage caseloads of children who are under the supervision and custody of DCFS.
- N. "Fiscal Year(s)" means the twelve (12) month period beginning July 1st and ending June 30th of the following year.
- O. "LAKids" means an intranet webpage accessible only within DCFS, which contains links to various support resources used by DCFS staff.
- P. "Mandated Reporter"- means an individual who is mandated by law to report any suspected child abuse such as teachers, public school employee, an administrator or employee of a public or private youth center, youth recreation program, or youth organization, etc.
- Q. "Monthly" means the total number of days of the month.

- R. "National Council on Crime and Delinquency" or "NCCD" means a criminal justice research organization, which conducts research, promotes reform initiatives, and seeks to work with individuals, public and private organizations to prevent and reduce crime and delinquency.
- S. "Negative Placement Outcome" means the need to replace a child due to abuse by a Substitute Care Provider (SCP) or the unwillingness of the SCP to provide care.
- T. "Police Mandated Reporter" or "Police Mandated Reporter Application" means the computer application maintained by the Bureau of Information Systems on the DCFS Internet site that allows a Mandated Reporter the ability to create online suspected child abuse reports.
- U. Program. means the work to be performed by CONTRACTOR as defined in Exhibit AA, SOW.
- V. "SafeMeasures®" or "SafeMeasures" means a web-service component of SDM which links data and technology infrastructure with key performance and outcome measures.
- W. Suspected Child Abuse Report (SCAR) means a suspected child abuse reporting database used to gather child abuse related data.
- X. Specialized Reports" means the reports designed to answer questions of special interest to DCFS management. This may include reports about specific areas of performance by staff in the use of SDM or outcome related research.
- Y. "Structured Decision Making®", "SDM", or "SDM Model" is a method of safety and risk assessment that provides social workers with simple, objective, and reliable tools with which to make the best possible decisions for individual cases, and to provide managers with information for improved planning, evaluation, and resource allocation.
- Z. "Structured Decision Making Application" or "SDM Live"- means a webbased computer application that contains all the SDM tools used to assess referrals and cases by CSW staff. This application is located in the LAKids' webpage.
- AA. "Structured Decision Making Tool" means any one of six (6) assessments in the SDM model. They are: Hotline, Safety Assessment, Risk Assessment, Family Strengths and Needs Assessment (FSNA), Risk Reassessment, and Reunification Reassessment tools.

- BB. "Subcontract" means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- CC. "Substitute Care Provider" or "SCP" means caregivers, either relative or non-relative that have been contracted to provide care for DCFS children in care.
- DD. "Technical Assistance" or "TA" means a technical support service provided by NCCD which includes various system assistance components such as phone calls, emails, on-site visits and on-line support.

### 3.0 COUNTY PROGRAM MANAGEMENT

The COUNTY shall provide a Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contractor's Program Director (CPD).

- 3.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 3.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 3.3 The CPM will be responsible for daily management of Contract operation and overseeing monitoring activities, is identified in Exhibit B, Attachment J.
- 3.4 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

### 4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 4.1 As required in Part II, Section 1.0, CONTRACTOR's Administration, CONTRACTOR shall designate a Contract Program Director (CPD) responsible fordaily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this SOW. The CPD is identified in Exhibit B, Attachment I.
- 4.2 The CPD shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CPM on a regular basis.
- 4.3 The CPD shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.

### 5.0 REPORTS AND RECORD KEEPING

- 5.1 CONTRACTOR shall provide COUNTY with a monthly service report for the previous month indicating the work and activities performed.
- 5.2 CONTRACTOR shall include in the monthly service report copies of any Corrective Action Plans (CAP) issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any CAP.
- 5.3 CONTRACTOR shall submit the monthly service report within ten (10) business days from the end of the month being reported and in a format approved in advance by the CPM.

### 6.0 QUALITY ASSURANCE PLAN AND MONITORING

- 6.1 The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. A copy must be provided to the CPM by the contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:
  - 6.1.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the SOW and Exhibit A-1, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
  - 6.1.2 Methods for ensuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.
- 6.2 CONTRACTOR shall not utilize any employee or subcontractor whose work has been deemed deficient and unacceptable by the CPM.
- 6.3 The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance procedures specified in this SOW and Exhibit A-1, Performance Requirements Summary. All monitoring will be conducted in accordance with Part II, COUNTY's QAP, of the Contract.

### PART C - SERVICES DESCRIPTION

### 1.0 OUTCOME MEASURES

CONTRACTOR shall adhere to the measures established in Exhibit A 1 of this SOW.

### 2.0 SCOPE OF WORK

2.1 SafeMeasures Subscription - CONTRACTOR shall provide its SafeMeasures reporting subscription services to County. This includes updates, error corrections and modifications to SafeMeasures displays (updates) as such updates become available.

### 2.1.1 SafeMeasures

SafeMeasures allows DCFS to monitor service delivery activity by navigating an extensive set of daily extracts and reports of sorted and categorized data presented in graph and chart format. These reports shall permit DCFS to estimate current workload demand, plan more effective service interventions and monitor certain performance indicators established by state and federal regulatory requirements. SafeMeasures includes case level quality control displays which DCFS may employ to improve compliance with State and Federal performance audits.

### 2.1.2 SDM and PMR Application Services and Support

- 2.1.2.1 SDM application (Also known as "SDM Live" on DCFS's intranet). CONTRACTOR shall provide IT help desk support and maintenance.
- 2.1.2.2 PMR application - CONTRACTOR shall provide IT with help desk support, maintenance and real-time access to SDM System regarding reports of suspected child abuse. Since the PMR application has instant access to SDM System information, and the SDM System is directly linked to the State's CMS/CWS database, a Mandated Reporter may promptly complete an on-line Suspected Child Abuse Report through the PMR Application via DCFS' web- site. If any data is supplied by a third party, first DCFS must authorize anv release to CONTRACTOR.

### 2.1.3 Analytical Reports

- 2.1.3.1 CONTRACTOR shall provide DCFS with a hard copy and electronic version of one SDM Annual Management Report.
- 2.1.3.2 CONTRACTOR shall provide DCFS with three Specialized Reports per year, upon the SDM program manager or coordinator. CONTRACTOR shall prepare each report after discussion with DCFS to ensure the report meets DCFS' needs. CONTRACTOR shall also provide one internet presentation on any topic that is requested by DCFS to a group of Los Angeles County administrators, trainers, etc.

# 2.1.4 SDM Consulting and Technical Assistance (TA) Support Services

- 2.1.4.1 Consulting Services - CONTRACTOR shall provide consultation services via an annual on-site visit to work with DCFS management and executive staff in reviewing the implementation of the SDM; discuss issues that are identified in the annual management report, as well as design problem solving strategies to improve SDM practice in Los Angeles County. This includes assisting management and executive staff in the reviewing of SDM annual management report, reading of foster care cases. addressing issues related to quality assurance and improving practice to formulate the effective ways for the use of SDM system. This on- site visit shall be scheduled shortly after the completion of the annual SDM Management Report and shall take between 2.5 to 3 days to allow for maximum use of NCCD's expertise.
- 2.1.4.2 TA Assistance CONTRACTOR will also provide off-site TA by responding to questions or inquiries received from DCFS staff via-mails or phone calls. TA services include responding to unlimited phone calls and e-mails inquiries related to the SDM system. Examples of the TA services include: resetting of password, locating specific case information in the SDM system, and problems with the SDM system not updating timely or correctly.

# 2.1.5 Los Angeles County SDM Core Team: Development and Sustainability

Steering Committee – CONTRACTOR shall provide TA by helping to identify and convene an SDM core team. This team shall design the structure and policy for the enhanced implementation of SDM, provide guidance and make decisions on key issues related to SDM as well as overall SDM system use.

### 2.1.6 SDM System Fidelity Review

- 2.1.6.1 Macro-level Data Review CONTRACTOR shall provide a review of the SDM system within DCFS and other county-wide data to discern macro-level trends that describe barriers to SDM implementation, as well as opportunities for the implementation to be effective.
- 2.1.6.2 Policy and Practice Analysis CONTRACTOR shall review DCFS policy and practice and examine where the SDM system could be better integrate into Core Practice Model activities and how the SDM systems could be used to better support the goals of the Core Practice Model.
- 2.1.6.3 Target Case Review CONTRACTOR shall review case records targeted at critical casework decision points to help determine the extent to which the SDM assessments are being used to guide practice as well as identifying areas for improvement.
- 2.1.6.4 Focus Groups CONTRACTOR shall conduct a series of focus groups involving all levels of social work staff, which will allow better understanding of internal perceptions of the SDM systems, exactly how the assessments are being used in day-to-day casework and where the barriers to high-fidelity practice are occurring.
- 2.1.6.5 Report and Presentation At the conclusion of this process, CONTRACTOR shall create a written report and verbal presentation that details the state of SDM system implementation at DCFS, the extent of the SDM system's integration into daily practice and the extent to which SDM system data are used in regular Continuous Quality Improvement (CQI) efforts by DCFS. This report will include a series of recommendations for practice improvement activities.

### 2.1.7 SDM System: Practice Improvement Activities

- 2.1.7.1 Initial SDM Re-Orientation Trainings CONTRACTOR shall partner with DCFS to create curricula for three separate one-day "SDM Re-orientation" Trainings: one for investigation workers, one for family maintenance and one for family reunification. CONTRACTOR shall also create one e-learning module for DCFS to help frontline staff better understand how a high-fidelity SDM system implementation functions and how it could better support their work.
- 2.1.7.2 Advanced SDM Supervisor and Leadership Training CONTRACTOR shall partner with DCFS to design a new curricula for leadership and supervisors; this curricula will help to better integrate SDM assessment use into the Core Practice Model and understand how to use data from the assessments in CQI efforts with their staff. This training shall be delivered to DCFS first through a Training for Trainers (T for T) and then in five regions for regional demonstration trainings by NCCD staff.
- 2.1.7.3 Practice Coaching CONTRACTOR shall partner with DCFS on "Coaching. Regional leaders, current coaches and potential coaches will be identified and provided a training on "Coaching for the SDM System" at a centralized location. Five weeks of onsite demonstration coaching shall follow so these personnel can continue this work.
- 2.1.7.4 Using the SDM System in CQI: Manage-by-data/CQI coaching CONTRACTOR shall offer up to three yearly training and coaching sessions with the DCFS data champions on how to organize, analyze and circulate information from SafeMeasures and other data sources.
- 2.1.7.5 Ad Hoc Data Analytic Services and Reports CONTRACTOR shall provide an analysis and reporting with a strong technical assistance component. This subscription service allows the CONTRACTOR's analytic team be available to DCFS for mutually defined projects that fit within the scope of this deliverable.

### 2.1.8 **Project Management/Ad Hoc Meeting and Support**

Project Management/Ad Hoc Meetings and Support – CONTRACTOR shall reserve time for up to two additional ad hoc onsite meetings per year upon request by DCFS, for coordination, stakeholder presentations and project management.

	REQUIRED	PERFORMANCE	MONITORING	REMEDIES FOR NON COMPLIANCE WITH
	SERVICES	STANDARD	METHOD	PERFORMANCE STANDARD
1.	NCCD shall maintain the Police Mandated Reported application and provide daily SDM data extracts	100% access during business hours (from 6:00 A.M. to 8:00 P.M. Pacific Standard Time)	CPM receives notices from the other DCFS end users and/or CPM periodically log into the system during business hours (from 6:00 A.M. to 8:00 P.M. Pacific Standard Time) CPM determines and submits to CONTRACTOR a User Compliant Report (UCR) for each verified incident of non- compliance.	<ul> <li>CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan (CAP) to the county with an explanation of the problem and a plan for correcting the problem, subject to COUNTY approval.</li> <li>If CONTRACTOR is not in compliance with paragraphs 2.1.2 and 2.1.2.2 in the SOW and/or any other provision of the Contract, the COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of 3% of the Annual Maximum Contract Sum when the following occurs:</li> <li>1) For each UCR over two (2) submitted with any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.2 and 2.1.2.2 in the SOW and/or any other provision of the contract; or</li> <li>2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval.</li> </ul>

	REQUIRED	PERFORMANCE	MONITORING	REMEDIES FOR NON COMPLIANCE WITH
	SERVICES	STANDARD	METHOD	PERFORMANCE STANDARD
2.	NCCD shall provide DCFS with reporting services by producing a minimum of three Specialized Reports per year and an Annual SDM Management Report.	4 of 4 (or 100%) provision of the reports.	The receipt of 3 written specialized reports and an annual SDM management report by CPM regarding DCFS requested topics of interest. CPM notifies and submits to CONTRACTOR a CAP for each report that is not received within 10 weeks from the request date.	CONTRACTOR shall submit a written CAP to the COUNTY with an explanation of the problem and a plan for correcting the problem, subject to COUNTY approval. If CONTRACTOR is not in compliance with paragraphs 2.1.3.1 and 2.1.3.2 in the SOW and/or any other provision of the Contract, the COUNTY may impose an single deduction from CONTRACTOR's invoice in the amount of 3% of the Annual Maximum Contract Sum when each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval.

	REQUIRED	PERFORMANCE	MONITORING	REMEDIES FOR NON COMPLIANCE WITH
	SERVICES	STANDARD	METHOD	PERFORMANCE STANDARD
3.	NCCD shall provide DCFS staff with consulting services and TA	<ul> <li>TA shall provide:</li> <li>1) Acknowledgement or confirmation within 2 hours from the time of the submission of service request.</li> <li>2) Status/resolution to the end users within 24 hours from the time of submission of service request.</li> </ul>	Scheduling of annual visit, response to e-mail requests. CPM receives notices from other DCFS users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Complaint Report (UCR) for each verified incident of non- compliance.	<ul> <li>If two (2) UCRs are submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.4.1 and 2.1.4.2 in the SOW and/or any other provision of the Contract, CONTRACTOR shall submit within 24- hours from the receipt of the UCR a written Corrective Action Plan (CAP) to the COUNTY with an explanation of the problem and a plan for correcting the problem, subject to COUNTY approval.</li> <li>The COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of 3% of the Annual Maximum Contract Sum when the following occurs:</li> <li>1) For each UCR over two (2) submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.4.1 and 2.1.4.2 in the SOW and/or any other provision of the Contract; or</li> <li>2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval.</li> </ul>

	REQUIRED	PERFORMANCE	MONITORING	REMEDIES FOR NON COMPLIANCE WITH
	SERVICES	STANDARD	METHOD	PERFORMANCE STANDARD
4.	CONTRACTOR shall comply with paragraphs 2.1.1, 2.1.2 and 2.1.4.2 in the SOW and all other provisions of the Contract	The SDM application will be available for staff use 24 hours per day, 7 days per week with the exception of brief maintenance outages. Notice of such outages shall be made via e-mail to key department managers at least 3 days in advance	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCFS users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Complaint Report (UCR) for each verified incident of non- compliance.	<ul> <li>If two (2) UCRs are submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.1, 2.1.2 and 2.1.4.2 in the SOW and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan (CAP) to the COUNTY with an explanation of the problem and a plan for correcting the problem, subject to COUNTY approval.</li> <li>The COUNTY may Impose a single deduction from CONTRACTOR's invoice in the amount of 3% of the Annual Maximum Contract Sum when the following occurs:</li> <li>1) For each UCR over two (2) submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.1, 2.1.2 and 2.1.4.2 in the SOW and/or any other provision of the Contract; or</li> <li>2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval</li> </ul>

	REQUIRED	PERFORMANCE	MONITORING	REMEDIES FOR NON COMPLIANCE WITH
	SERVICES	STANDARD	METHOD	PERFORMANCE STANDARD
5.	Contractor shall provide TA by helping to identify and convene an SDM core leadership team.	TA shall provide: Guidance and make decisions on key issues related to SDM as well as overall SDM system use.	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCFS users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Complaint Report (UCR) for each verified incident of non compliance.	<ul> <li>If two (2) UCRs are submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.5 in the SOW and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan (CAP) to the COUNTY with an explanation of the problem and a plan for correcting the problem, subject to COUNTY approval.</li> <li>The COUNTY may Impose a single deduction from CONTRACTOR's invoice in the amount of 3% of the Annual Maximum Contract Sum when the following occurs:</li> <li>1) For each UCR over two (2) submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.5 in the SOW and/or any other provision of the Contract; or</li> <li>2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval</li> </ul>

	REQUIRED	PERFORMANCE	MONITORING	REMEDIES FOR NON COMPLIANCE WITH
	SERVICES	STANDARD	METHOD	PERFORMANCE STANDARD
6.	Contractor shall comply with paragraphs 2.1.6, 2.1.6.1, 2.1.6.2, 2.1.6.3, 2.1.6.4 and 2.1.6.5 in the SOW and all other provisions of the Contract	<ul> <li>SDM System Fidelity Review shall include:</li> <li>1) Macro-level Data Review</li> <li>2) Policy and Practice analysis</li> <li>3) Target Case Review</li> <li>4) Focus Groups</li> <li>5) Report and Presentations</li> </ul>	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCFS users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Complaint Report (UCR) for each verified incident of non compliance.	<ul> <li>If two (2) UCRs are submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.6, 2.1.6.1, 2.1.6.2, 2.1.6.3, 2.1.6.4 and 2.1.6.5 in the SOW and/or any other provision of the Contract. CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan (CAP) to the COUNTY with an explanation of the problem and a plan for correcting the problem, subject to COUNTY approval.</li> <li>The COUNTY may Impose a single deduction from CONTRACTOR's invoice in the amount of 3% of the Annual Maximum Contract Sum when the following occurs:</li> <li>1) For each UCR over two (2) submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.6 in the SOW and/or any other provision of the Contract; or</li> <li>2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval</li> </ul>

	REQUIRED	PERFORMANCE	MONITORING	REMEDIES FOR NON COMPLIANCE WITH
	SERVICES	STANDARD	METHOD	PERFORMANCE STANDARD
7.	Contractor shall comply with paragraphs 2.1.7, 2.1.7.1, 2.1.7.2, 2.1.7.3, 2.1.7.4 and 2.1.7.5 in the SOW and all other provisions of the Contract	<ul> <li>SDM System Practice Improvements Activities Review shall include:</li> <li>1) Initial SDM Re- Orientation Trainings</li> <li>2) Advanced SDM Supervisor and Leadership Training</li> <li>3) Practice Coaching</li> <li>4) Using the SDM System in CQI</li> <li>5) Ad Hoc Data Analytic Services and Reports</li> </ul>	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCFS users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Complaint Report (UCR) for each verified incident of non compliance.	<ul> <li>If two (2) UCRs are submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.7, 2.1.7.1, 2.1.7.2, 2.1.7.3, 2.1.7.4 and 2.1.7.5 in the SOW and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan (CAP) to the COUNTY with an explanation of the problem and a plan for correcting the problem, subject to COUNTY approval.</li> <li>The COUNTY may Impose a single deduction from CONTRACTOR's invoice in the amount of 3% of the Annual Maximum Contract Sum when the following occurs:</li> <li>3) For each UCR over two (2) submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.7 and 2.1.7.1 in the SOW and/or any other provision of the Contract; or</li> <li>4) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval</li> </ul>

	REQUIRED	PERFORMANCE	MONITORING	REMEDIES FOR NON COMPLIANCE WITH
	SERVICES	STANDARD	METHOD	PERFORMANCE STANDARD
8.	Contractor shall reserve time for up to one additional ad hoc onsite meetings.	Ad Hoc meetings shall include: Two additional meeting per year upon request by DCFS for coordination, stakeholder presentation and project management.	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCFS users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a User Complaint Report (UCR) for each verified incident of non compliance.	<ul> <li>If two (2) UCRs are submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.8 in the SOW and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the UCR a written Corrective Action Plan (CAP) to the COUNTY with an explanation of the problem and a plan for correcting the problem, subject to COUNTY approval.</li> <li>The COUNTY may Impose a single deduction from CONTRACTOR's invoice in the amount of 3% of the Annual Maximum Contract Sum when the following occurs:</li> <li>1) For each UCR over two (2) submitted within any of the contract years that indicate that CONTRACTOR is not in compliance with paragraphs 2.1.8 in the SOW and/or any other provision of the Contract; or</li> <li>2) Each CAP submitted by CONTRACTOR that does not meet with the COUNTY's approval</li> </ul>

### **EXHIBIT A-2 PRICING SCHEDULE**

The pricing indicated in this Exhibit A-2, Pricing Schedule, represents the Maximum Annual Contract Sum, and is inclusive of all costs necessary to support and maintain the use of SDM by the County. All support necessary to be provided by CONTRACTOR to maintain and successfully enable the COUNTY to use the SDM process and its application. CONTRACTOR and COUNTY agree that the amount stated herein is the Maximum Annual Contract Sum that the COUNTY will pay for successful delivery of the services described in this Contract. The amounts listed herein are maximum estimates and actual costs may be lower based on actual service rendered by CONTRACTOR and shall not be reimbursed for any increase in actual workload due to unforeseen circumstances, legislative actions, or any other contributing factor.

CONTRACTOR shall provide services and support for three years to DCFS for a total of \$1,279,440 for access to the Structured Decision Making CPS model, web applications, SafeMeasures quality assurance reporting service, and SDM Consulting and Technical Assistance Support. The Pricing Schedules of goods and services will be provided in the following four categories:

Pricing Schedule for Years One, Two and Three SafeMeasures Subscription Renewal Fee Cost Per Year: 2018-2020			
SafeMeasures Subscription Cost Per Month	\$9,174.17		
TOTAL COST PER YEAR	\$110,090		
Note: CONTRACTOR Shall bill DCFS on a Monthly basis. A daily or hourly pror for any day(s)or hours where SDM system services are not rendered.	rated cost will be applied		

Pricing Schedule for Years One, Two and Three SDM® Web-Based Application Support Cost Per Year: 2018-2020				
SDM® Web-Based Application Support Cost Per Month	\$910			
TOTAL COST PER YEAR	\$10,920			
Note: CONTRACTOR Shall bill DCFS on a Monthly basis. A daily or hourly prorated cost will be applie for any day(s)or hours where SDM system services are not rendered.	ed			

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Pricing Schedule for Years One, Two and Three SDM® Consulting and Technical Assistance (TA) Support Cost Per Year: 2018-2020	
SDM® Consulting and TA Support Cost Per Month	\$1,925
TOTAL COST PER YEAR	\$23,100
Note: CONTRACTOR Shall bill DCFS after the expenses have been incurred. A daily or hourly prorate cost will be applied if onsite visit takes less than 2.5 days to complete.	əd

Pricing Schedule for Years One, Two and Three SDM® Analytical Reports Cost Per Year: 2018-2020	
Three SDM® Specialized Reports: \$5,760 each	\$17,280
One SDM® Annual Management Report	\$17,275
TOTAL COST PER YEAR	\$34,555
Note: CONTRACTOR Shall bill DCFS upon completion of each SDM special or SDM Management report.	

Pricing Schedule for Year One SDM System Practice Improvement Activities Cost for 2018			
SDM Core Team Kickoff Meeting	\$47,090		
SDM System Fidelity Review	\$112,615		
SDM Core Team Meeting	\$24,000		
Project Management	\$18,000		
TOTAL COST FOR YEAR ONE	\$201,705		
Note: CONTRACTOR Shall bill DCFS upon completion of the meetings or each fidelity review activity. CONTRACTOR Shall bill DCFS on an annual basis			

Pricing Schedule for Year Two
SDM® System Practice Improvement Activities
Cost for 2019

Two SDM Cored Team Meetings: \$24,000 each	\$48,000
Initial SDM System Re-orientation Training to include Curriculum Development, Training for Trainers and Five Regional Demonstration Trainings	\$101,195
Advanced SDM Supervision and Management Training to include Curriculum Development, Training for Trainers and Five Regional Demonstration Trainings	\$102,050
Two Using SDM Data in CQI Meetings: \$10,820 each	\$21,640
Ad Hoc Data Analytic Services and Reports	\$50,000
Project Management	\$18,000
TOTAL COST FOR YEAR TWO	\$340,885
Note: CONTRACTOR Shall bill DCFS upon completion of each completion of each above activity and at the end of month 24 for Project Management.	

Pricing Schedule for Year Three SDM® Sustainability Activities Cost for 2020				
Two SDM Cored Team Meetings: \$24,000 each	\$48,000			
Two Using SDM Data in CQI Meetings: \$10,820 each	\$21,640			
Practice Coaching to include Curriculum Development, Coaching for SDM Training and Five Regional Coaching Demonstrations	\$96,210			
Project Management	\$18,110			
Additional ad hoc onsite meeting	\$16,895			
TOTAL COST FOR YEAR THREE	\$200,855			
Note: CONTRACTOR Shall bill DCFS upon completion of each completion of each above activity and at the end of month 36 for Project Management.				

### ANNUAL SUMMARY PRICING SCHEDULE

	Year 1 2018	Year 2 2019	Year 3 2020
1. SafeMeasures Subscription Renewal Fee	\$110,090	\$110,090	\$110,090
2. SDM® Web-Based Application Hosting/Maintenance	\$10,920	\$10,920	\$10,920
3. Additional On-Site and Technical Assistance Support	\$23,100	\$23,100	\$23,100
<ol> <li>SDM<sup>®</sup> Management and Specialized Reports</li> </ol>	\$34,555	\$34,555	\$34,555
5. Phase 1: Preliminary SDM System Practice Improvement Activities for Year One; 2018	\$201,705	\$0	\$0
<ol> <li>Phase 2: SDM System Practice Improvement Activities for Year Two; 2019</li> </ol>	\$0	\$340,885	\$O
7. Phase 3: Sustainability Activities for Year Three; 2020	\$0	\$0	\$200,855
TOTAL	\$380,370	\$519,550	\$379,520

Los Angeles County DCFS Web-Based Application Hosting/Support cost per year 2018-2020				
Personnel	Rate*	Days	Subtotal	Total \$10,921
DB Systems Manager	\$1,014	2.5	\$2,535	¢:0,02:
System Engineer	\$902	3	\$2,706	
Application Help Desk	\$568	10	\$5,680	
TOTAL BUDGET				\$10,921

Los Angeles County DCFS SDM® Consulting And Technical Assistance Support cost per year 2018-2020				
Personnel	Rate*	Days	Subtotal	Total \$23,150
Senior Researcher	\$1,410	11	\$15,510	Ψ <b>2</b> 0,100
Research Associate	\$640	8	\$5,120	
Program Support	\$630	4	\$2,520	
TOTAL BUDGET				\$23,150

Los Angeles County DCFS SDM® Management Reports cost per year 2018-2020				
Personnel	Rate*	Days	Subtotal	Total \$34,555
Senior Researcher	\$1,410	4	\$5,640	ψ0+,000
Research Associate	\$640	25	\$16,000	
Program Support	\$630	20.5	\$12,915	
TOTAL BUDGET				\$34,555

\*Rates include fringe benefits, other, and indirect costs

### HEALTH SERVICES ALLSCRIPTS AGREEMENT AMENDMENT HEALTH CLUSTER - APRIL 25, 2018 OPERATIONS CLUSTER - APRIL 26, 2018

**Agreement**: Allscripts Healthcare Solutions, Inc. for a managed care core system known as Membership Administration & Payment Linkage Environment (MAPLE) for the Department of Health Services, Managed Care Services (MCS).

**Need:** MCS fulfills administrative requirements under DHS provider and hospital contracts with health plans for Medi-Cal Managed Care and In-Home Supportive Services Programs, and DHS-sponsored health access programs such as My Health LA. MCS supports key administrative areas for these programs, including claims processing and adjudication, utilization management, referral management, member service operations, and encounter reporting. MCS currently relies on a custom-built legacy managed care administrative and claims system. Allscripts was selected as a result of a competitive solicitation to provide the successor system, MAPLE.

**Recommended Actions:** Approve delegated authority to amend agreement with no change in Maximum Contract Sum to:

- Revise Deployment Schedule
  - Bifurcate implementation with primary functionality "Go-Live" date of May 31, 2018 or if in County's best interest, adjust "Go-Live" by up to 122 days. Remaining deliverables expected to be completed by year-end 2018.
  - Unanticipated system complexities and project management challenges require revision to deployment schedule. Revised schedule will prioritize and satisfy immediate DHS operational needs.
- Amend Agreement to Address Revised Deployment Schedule
  - Changes in the deployment schedule require changes to the project statement of work, implementation approach, key milestones, and the timeframe to deliver under the bifurcated implementation strategy.
- Continuously Reallocate Maximum Contract Sum
  - DHS may need the ability to reallocate components of the Maximum Contract Sum, if appropriate.
  - If the "Go-Live" date is delayed beyond May 31, 2018, DHS may incur additional implementation fees that would be expended from Pool Dollars.
  - DHS will continuously reevaluate expended/unspent funds and reallocate, if appropriate.

May 15, 2018

DRAFT DHS Letterhead

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 OF AMENDMENTS TO AGREEMENT NO. H-706875 WITH ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. (ALL SUPERVISORIAL DISTRICTS) (3 VOTES) CIO RECOMMENDATION: APPROVE [×]

#### SUBJECT

Request approval to amend Agreement H-706875 with Allscripts Healthcare Solutions, Inc. for the provision of a managed care core system to update the Agreement due to revisions to the deployment schedule of the system, and delegate authority to execute amendments to the Agreement for various contractual actions during the remaining term of the Agreement.

#### IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Acting Director of Health Services, or her authorized designee (Director), to execute amendments to Agreement H-706875 (Agreement) with Allscripts Healthcare Solutions, Inc. (Allscripts) for the provision of a managed care core system known as Membership Administration & Payment Linkage Environment (MAPLE) to: (a) adjust the MAPLE "Go-Live" date to May 31, 2018, or if determined by the Director to be in the best interest of the MAPLE project and the County of Los Angeles (County), further adjust the "Go-Live" date to occur no later than 122 days after May 31, 2018; (b) address changes resulting from the revised deployment schedules and any updates or revisions to the deployment methodology for MAPLE; and (c) allow the Department of Health Services (DHS) to continuously reallocate the Maximum Contract Sum by removing the specific allocations previously approved; with no increase in the Agreement's Maximum Contract Sum, and with all amendments subject to prior review and approval by County Counsel, and, if applicable, the Chief Information Office (CIO).

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

#### Background

DHS Managed Care Services Division (MCS) fulfills administrative requirements under DHS provider and hospital contracts with health plans for Medi-Cal Managed Care and In-Home Supportive Services (IHSS) Programs, and DHS-sponsored health access The Honorable Board of Supervisors May 15, 2018 Page 2

programs such as My Health LA (MHLA). MCS supports key administrative areas for these programs, including claims processing and adjudication, utilization management, referral management, member service operations, and encounter reporting.

MCS currently relies on a custom-built legacy managed care administrative and claims system implemented in 1984. The legacy system provides eligibility verification, authorizations, and claims processing functionality for members and participants assigned to DHS facilities and providers for the Medi-Cal Managed Care Program, In-Home Supportive Services Provider Plan, and MHLA.

The Board of Supervisors (Board) approved purchase of a replacement system, now designated MAPLE, from Allscripts in July 2016, initially targeting "Go-Live" in the summer of 2017. During the implementation phase, the project experienced several challenges, delaying the implementation. Unanticipated complexities in MAPLE, as well as challenges in managing the project, impacted the downstream build and configuration activities and therefore moved the "Go-Live" of MAPLE to 2018.

To address these issues directly, in July, 2017, the DHS project team and Allscripts conducted a re-assessment of MAPLE, the County's requirements, and Allscripts' capacity to deliver MAPLE. This comprehensive review validated DHS' decision in choosing MAPLE through the Request for Proposals (RFP) process and supported the decision to proceed with the implementation, albeit with some changes to the implementation methodology. DHS next addressed the implementation challenges by engaging in more detailed planning (e.g., inchstone plan, greater oversight) and specifically addressing the challenges experienced during the earlier implementation attempts. For example, MAPLE is a solution that relies on a variety of data from other systems and organizations. Delays in receiving this data impacted the implementation timeline. These delays have now been addressed by applying greater oversight and carefully tracking the connection to each system and receipt of the applicable data. In addition, resourcing in support of this project has been challenging, both from Allscripts and DHS. Consistent contractor oversight and Agreement enforcement has resulted in improved staffing from Allscripts and DHS has fully committed MCS and IT staff to successfully launch MAPLE.

The implementation has been bifurcated to allow for the core platform of MAPLE to be delivered in May 2018, with the remaining deliverables to be provided later in 2018. The May "Go-Live" includes the primary functionality of MAPLE which will satisfy DHS' immediate and prioritized operational needs. Later in 2018, the remaining functionality included in the Agreement is expected to be delivered.

While DHS is aggressively managing to the May 2018 "Go-Live," DHS is requesting additional authority to delay the date for no more than 122 days. This additional flexibility has been of immense value during other IT system implementations. DHS is fully committed to timely delivering MAPLE. Nonetheless, the most important goal in any system implementation is correctly and reliably implementing the system to support MCS and the County. Therefore, DHS is requesting additional flexibility in case of unforeseen circumstances.

The Honorable Board of Supervisors May 15, 2018 Page 3

In order to ensure a successful launch of MAPLE, DHS determined that a bifurcated delivery schedule would best facilitate an earlier transition from the legacy system and allow DHS users to begin adopting MAPLE to perform most MCS functions while the MAPLE project team refocuses its efforts on deploying the remaining deliverables. This new deliverable schedule for implementation will be subject to rigorous testing and acceptance processes already required by the Agreement. Moreover, the revised deployment approach will not increase the Agreement's Maximum Contract Sum.

#### Recommendations

Approval of the recommendation will allow the Director to execute amendments to the Agreement to change the "Go-Live" date and address any changes resulting from the revised deployment methodology for MAPLE, subject to review and approval by County Counsel. In addition, DHS will have the ability to reallocate components of the Maximum Contract Sum, if appropriate. While the delay in "Go-Live" has not yet resulted in increased implementation fees, there is a possibility that delaying the "Go-Live" beyond May 2018 may result in additional implementation fees, to be expended from Pool Dollars. Amendments will include updates to various contractual exhibits to accurately reflect any modifications to the MAPLE project scope, implementation approach, key milestones, and timeframe to deliver under the two-tier schedule, as agreed to by both parties.

### Implementation of Strategic Plan Goals

The recommended actions support Strategy III.2, "Embrace Digital Government for the Benefit of Our Internal Customers and Communities," Strategy II.2, "Support the Wellness of Our Communities," and III.3, "Pursue Operational Effectiveness, Fiscal Responsibility and Accountability" of the County's Strategic Plan.

### FISCAL IMPACT/FINANCING

The Maximum Contract Sum for the Agreement will not be impacted by these actions.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement includes all current Board required provisions and County Counsel will review and approve any amendments as to form prior to execution.

The Chief Information Officer has reviewed this item and is recommending approval. These actions do not introduce any new technology-related changes. As a result, no formal CIO Analysis is included herewith.

The Agreement is not a Proposition A Agreement since the services are of an extraordinary, professional nature, and therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

### CONTRACTING PROCESS

The Agreement was originally awarded in July 2016 as the result of an extensive and unprotested competitive solicitation.

The Honorable Board of Supervisors May 15, 2018 Page 4

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendation will allow DHS to implement and deploy a new system for use by MCS in furtherance of improving DHS monetary processes.

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D. Acting Director

William Kehoe Chief Information Officer

CRG:WK:kh

c: Chief Executive Office County Counsel Executive Office, Board of Supervisors

### HEALTH SERVICES ALLSCRIPTS AGREEMENT AMENDMENT HEALTH CLUSTER - APRIL 25, 2018 OPERATIONS CLUSTER - APRIL 26, 2018

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