



**DEPARTMENT OF MENTAL HEALTH**  
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.  
Interim Director

Curley L. Bonds, M.D.  
Chief Medical Officer

Connie D. Draxler, M.P.A.  
Acting Chief Deputy Director

November 15, 2022

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

47 November 15, 2022

CELIA ZAVALA  
EXECUTIVE OFFICER

**APPROVAL TO EXECUTE A NEW SOLE SOURCE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND THE STATE HOSPITALS PROGRAM AND APPROVAL TO EXTEND THE MEMORANDUM OF UNDERSTANDING FOR THE PURCHASE OF STATE HOSPITAL BEDS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute a new sole source Participation Agreement with the California Mental Health Services Authority to continue participation in the State Hospitals Program and approval to execute an extension to the existing Purchase of State Hospital Beds Memorandum of Understanding with the California Department of State Hospitals and the California Mental Health Services Authority for Fiscal Year 2022-23.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Department of Mental Health's Acting Chief Deputy Director (Acting Chief Deputy Director), or designee, to sign and execute a new sole source Participation Agreement, substantially similar to Attachment I, with the California Mental Health Services Authority (CalMHSA) to continue participation in the State Hospitals Program. The Participation Agreement authorizes CalMHSA to negotiate and contract with the California Department of State Hospitals (DSH) on behalf of participating counties for the procurement of State hospital beds. The term of the CalMHSA Participation Agreement is effective July 1, 2022 through June 30, 2023, with an option to extend for two additional fiscal years through June 30, 2025. The CalMHSA Participation Agreement is fully funded by Sales Tax Realignment revenue with an annual Total Contract Amount (TCA) of \$556,594 per fiscal year. The TCA of the Participation Agreement with CalMHSA does not include

the cost of State hospital beds.

2. Authorize the Acting Chief Deputy Director, or designee, to sign an extension amendment to the existing Purchase of State Hospital Beds Memorandum of Understanding (MOU), (Attachment II), with DSH and CalMHSA for Fiscal Year (FY) 2022-23, effective from July 1, 2022, through December 31, 2022, with an option to extend in six month increments until such time that DSH and CalMHSA finalize MOU negotiations for FY 2022-23 (as further explained below). The MOU allows DSH and CalMHSA to negotiate rates for the purchase and usage of State Hospital beds. The FY 2022-23 Final Adopted Budget for State Hospital beds usage is \$78,969,000, fully funded by Sales Tax Realignment revenue.

3. Delegate authority to the Acting Chief Deputy Director, or designee, to prepare, sign, and execute amendments or modifications to the Participation Agreement in Recommendation 1, including amendments that extend the term, if appropriate; add, delete, modify, or replace Exhibit A – Program Description and Funding; reflect federal, State and County regulatory and/or policy changes; and increase the TCA provided that: 1) the County's total payment in any fiscal year does not exceed an increase of 10 percent from the applicable TCA in Recommendation 1; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer (CEO).

4. Delegate authority to the Acting Chief Deputy Director to prepare, sign, and execute future amendments, including extension of term to the existing MOU referenced in Recommendation 2 until such time that CalMHSA and DSH finalize MOU negotiations for FY 2022-23, provided the amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and CEO.

5. Delegate authority to the Acting Chief Deputy Director, or designee, to terminate the Participation Agreement described in Recommendation 1 and/or terminate the MOU described in Recommendation 2. The Acting Chief Deputy Director, or designee, will provide written notification to your Board and CEO of such termination action.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Participation Agreement authorizes CalMHSA to negotiate on behalf of member counties in the development of an annual joint purchase agreement each fiscal year with DSH for statewide utilization of State hospital beds. In addition, CalMHSA is responsible for fiscal accountability, ensuring quality of care, and the development of alternatives to State hospitals. The MOU sets the bed rates for the given term and is the mechanism by which the County purchases State beds.

Board approval of Recommendation 1 will allow the Acting Chief Deputy Director to execute a new sole source Participation Agreement with CalMHSA to continue participation in the State Hospitals Program.

Board approval of Recommendation 2 will authorize the Acting Chief Deputy Director, or designee, to sign the extension amendment to the existing Purchase of State Hospital Beds MOU.

Board approval of Recommendation 3 will allow Department of Mental Health (DMH) to amend the Participation Agreement with CalMHSA to extend the term; add, delete, modify, or replace CalMHSA's Agreement, Exhibit A – Program Description and Funding; reflect federal, State, and

County regulatory and/or policy changes; and/or modify the TCA.

Board approval of Recommendation 4 will allow DMH to amend the MOU on terms negotiated by CalMHSA for the purchase and utilization of State hospital beds.

Board approval of Recommendation 5 will allow DMH to terminate the CalMHSA Participation Agreement described in Recommendation 1 and terminate the MOU described in Recommendation 2 in a timely manner, as necessary.

### **Implementation of Strategic Plan Goals**

These recommended actions are consistent with the County's Strategic Plan Goal I, Make Investments that Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives, and Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions.

### **FISCAL IMPACT/FINANCING**

The Participation Agreement with CalMHSA is fully funded by Sales Tax Realignment revenue in the amount of \$556,594 for FY 2022-23. Sufficient appropriation is included in the FY 2022-23 Final Adopted Budget. The Participation Agreement does not include the cost of State hospital beds.

The MOU allows DSH and CalMHSA to negotiate rates for the purchase and usage of State Hospital beds. There is no cost associated with the MOU. The FY 2022-23 Final Adopted Budget includes \$78,969,000, fully funded by Sales Tax Realignment revenue for the purchase and usage of State Hospital beds.

Funding for future fiscal years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Welfare and Institutions Code (WIC) Section 17601 requires cities and counties to reimburse the State for their use of State hospital beds. WIC Sections 4330 through 4335 allow counties, including those counties acting jointly to contract with the DSH for use of State hospital facilities.

California Government Code Section 6500 et seq. authorizes CalMHSA as the Joint Powers Authority formed in 2009 to jointly develop and fund mental health services and education programs on a Statewide, regional, and local basis.

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise Powers Agreement in order to jointly exercise powers with other participating CalMHSA county and city members. CalMHSA has helped counties and cities with mental health programs to reduce administrative overhead by centralizing compliance with State reporting requirements, in addition to negotiating cost-effective rates with various subcontractors throughout the State of California. CalMHSA provides a mechanism to facilitate the efficient use of resources for multiple counties and cities by maximizing group purchasing power for products; jointly developing requests for proposals and establishing contracts with providers to accomplish mutual goals, which currently comprises of 58 member counties, including Los Angeles County.

Through this Participation Agreement, CalMHSA has effectively facilitated the development of an annual joint purchase agreement with DSH for statewide utilization of State hospital beds, and is responsible for fiscal accountabilities, ensuring quality of care, and the development of alternatives to State hospitals.

It is not unusual for State related agreements to be submitted late to the County. As such, due to the interdependency and ongoing negotiations between CalMHSA and DSH to negotiate bed rates and MOU terms, DMH received both the Participation Agreement and extension MOU after the intended execution dates. Execution of the new Participation Agreement and MOU extension amendment will allow DMH to continue to utilize State beds, and CalMHSA to complete negotiations with the State for future bed rates. Once negotiations are complete, the State will issue a new MOU for execution by the three parties (DMH, DSH and CalMHSA). On January 25, 2022, your Board delegated authority to DMH to execute future MOUs through June 30, 2025 for the purchase and utilization of State hospital beds on terms negotiated by CalMHSA. DMH will utilize that authority to execute the new MOU and upon execution of the new MOU, the existing MOU will be terminated, if it has not expired.

The CalMHSA Participation Agreement (Attachment I) and FY 2022-23 MOU extension amendment between DMH, CalMHSA, and DSH (Attachment II) have been reviewed and approved as to form by County Counsel.

The Interim Director of Mental Health currently serves on CalMHSA's Board of Directors, but is not compensated and does not benefit financially in any way from serving in that position. In addition, the Interim Director did not participate in the approval process for the Participation Agreement with CalMHSA.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH notified your Board on August 31, 2022 (Attachment III) of its intent to execute a new sole source Participant Agreement with CalMHSA for the State Hospitals Program.

The required Sole Source Checklist (Attachment IV) identifying and justifying the need for a sole source has been approved by the CEO.

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

Board approval of the recommended actions will allow DMH to continue utilizing CalMHSA to negotiate for the purchase and use of State hospital beds, which will result in significant cost savings and enhance the quality of care for the residents of Los Angeles County.

The Honorable Board of Supervisors

11/15/2022

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Respectfully submitted,



CONNIE D. DRAXLER, M.P.A.

Acting Chief Deputy Director

CDD:CD:SK

RLR:SC:atm

Enclosures

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Chairperson, Mental Health Commission

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
COVER SHEET

1. Los Angeles County (“Participant”) desires to participate in the Program identified below.  
Name of Program: State Hospitals Program
2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.  
 Exhibit A Program Description and Funding  
 Exhibit B General Terms and Conditions
3. The maximum amount payable under this Agreement is \$556,594.
4. The term of the Program is July 1, 2022, through June 30, 2023.
5. Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: \_\_\_\_\_

**County: Los Angeles County Department of Mental Health**

Signed: \_\_\_\_\_ Name (Printed): Connie D. Draxler, M.P.A

Title: Acting Chief Deputy Director Date: \_\_\_\_\_

**Participation Agreement**  
EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program: State Hospital Programs**
- II. Term of Program: July 1, 2022- June 30, 2023**
- III. Program Objective and Overview:**

Objective:

The State Hospitals Program is focused on streamlining administrative and contracting between the Department of State Hospitals and Counties/Cities. In the past, each County was required to negotiate bed rates individually. In addition, due to an ongoing patient waitlist, CalMHSA and Members are interested in exploring facilities to provide alternative placement opportunities.

Overview:

CalMHSA, on behalf of the Members including the above-signed, will function as the main point of contact and the lead in negotiations of a Memorandum of Understanding for terms and rates for psychiatric bed utilization at the Department of State Hospitals. In addition, CalMHSA shall work with the Members to explore and determine feasibility of local infrastructure projects to serve as alternative facilities to Department of State Hospitals.

- IV. Funding Terms:** The maximum amount payable under this Agreement is \$556,594 for Fiscal Year 2022-23.

**Participation Agreement**  
EXHIBIT B – General Terms and Conditions

**I. Definitions**

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

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Department of State Hospitals (DSH) – Manages the California state hospital system, and provides mental health services to patients admitted into DSH facilities. Facilities overseen by DSH include Atascadero, Coalinga, Metropolitan, Napa, and Patton.
- G. Program – The program identified in the Cover Sheet.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - 1. Negotiate Memorandum of Understanding with Department of State Hospitals.
  - 2. Act as the Fiscal and Administrative agent for the Program.
  - 3. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - 4. Provide regular fiscal reports, as requested, to Participant and/or other public agencies with a right to such reports.
  - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Transfer of full funding amount for the Program as specified in Exhibit A, Program Description and Funding, including administrative fee, which Participant will pay within 30 days of execution of this agreement.
  - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.



3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

**III. Duration, Term, and Amendment**

- A. The term of the Program is for 12 months.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon 60 days' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

**V. Fiscal Provisions**

- A. Funding required from Participant will not exceed the amount stated in Exhibit A, Program Description and Funding.
- B. Payment Terms – Participant shall issue payment to CalMHSA by the first day of the beginning of the fiscal year, July 1, 2022 for fiscal year 2022-2023, or within thirty days upon execution of this agreement.
- C. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit A, Program Description and Funding.

**VI. Limitation of Liability and Indemnification**

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

- B.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

**Memorandum of Understanding Purchase Agreement  
Amendment of State Hospital Beds  
California Department of State Hospitals**

By signing this Memorandum of Understanding (MOU) Purchase Agreement Amendment (Amendment), the Department of State Hospitals (DSH), County, and California Mental Health Services Authority (CalMHSA) agree to amend the original fiscal year (FY) 2021-22 MOU for the purchase of state hospital beds on the following terms:

1. This Amendment, is intended to allow additional time to negotiate, finalize, and incorporate preliminary LPS Bed Management protocols, and related terms and conditions, into the final 2022-23 MOU (Final 2022-23 MOU).
2. This Amendment shall become effective on July 1, 2022, or upon execution by CalMHSA and the Department of State Hospitals (collectively, the Parties).
3. The Amendment shall have an initial term of six months, terminating on December 31, 2022.
4. If the Parties have not finalized and executed the Final 2022-23 MOU by December 31, 2022, this Amendment shall renew if and only if the Parties execute and sign a subsequent Amendment before December 31, 2022. The Parties recognize that time is of the essence to work together in finalizing and executing the Final 2022-23 MOU. This Amendment may be extended one-time, in the manner described in this paragraph, for a term not exceeding 60-days.
5. The terms and conditions from the FY 2021-22 MOU will remain in effect, except for the new daily bed rates for FY 2022-23, listed below, as the Parties previously agreed that the below bed rates are effective July 1, 2022, and will remain operative throughout FY 2022-23.

Bed Type	Intermediate Care Facility	Acute	Skilled Nursing Facility
Daily Bed Rate	\$728.00	\$753.00	\$806.00

This amendment shall be signed in counterpart, with each participating county signing separately.

Los Angeles County

Name of County

\_\_\_\_\_  
Connie D. Draxler, M.P.A  
Acting Chief Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amie Miller  
Executive Director, or CalMHSA designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul Bernal  
Chief, Procurement and Contract Services Section  
Department of State Hospitals

\_\_\_\_\_  
Date



**DEPARTMENT OF MENTAL HEALTH**  
*hope. recovery. wellbeing.*

**LISA H. WONG, Psy.D.**  
 Acting Director

**Curley L. Bonds, M.D.**  
 Chief Medical Officer

**Connie D. Draxler, MPA**  
 Acting Chief Deputy Director

August 31, 2022

**TO:** Supervisor Holly J. Mitchell, Chair  
 Supervisor Hilda L. Solis  
 Supervisor Sheila Kuehl  
 Supervisor Janice Hahn  
 Supervisor Kathryn Barger

**FROM:** Connie D. Draxler, MPA  
 Acting Chief Deputy Director

*Connie D. Draxler*

**SUBJECT: NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE PARTICIPATION AGREEMENT WITH THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY TO FUND THE STATE HOSPITALS PROGRAM**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to execute a new sole source Participation Agreement with the California Mental Health Services Authority (CalMHSA) to fund the State Hospitals Program.

DMH will request that your Board approve a new sole source Participation Agreement with CalMHSA effective July 1, 2022 through June 30, 2023, with an option to extend the term for two additional fiscal years through June 20, 2025. Due to the interdependency between CalMHSA and the California Department of State Hospitals (DSH) contract negotiations, CalMHSA recently provided DMH the Participation Agreement for Fiscal Year 2022-23. The Participation Agreement authorizes CalMHSA to negotiate and contract on behalf of participating counties for the procurement of State Hospital beds. The CalMHSA Participation Agreement is funded by 2011 Realignment-Mental Health revenue with an annual Total Contract Amount of \$556,594. The cost of CalMHSA's Participation Agreement does not include the cost of State hospital beds.

## **JUSTIFICATION**

Welfare and Institutions Code (WIC) Section 17601 requires cities and counties to reimburse the State for their use of State hospital beds. WIC Sections 4330 through 4335 allow counties, including those counties acting jointly, to contract with the DSH for use of State hospital facilities.

On May 11, 2010, your Board authorized DMH to sign the CalMHSA Joint Exercise of Powers Agreement in order to jointly exercise powers with other participating CalMHSA counties and city members. CalMHSA is a Joint Powers Authority under Government Code Section 6500 et seq, formed in July 2009 for the purpose of development and funding mental health services and education programs on a statewide, regional, or local basis.

The existing Participation Agreement with CalMHSA expired on June 30, 2022. Due to ongoing negotiations between DSH and CalMHSA, DMH only recently received the new sole source Participation Agreement with CalMHSA. The new Participation Agreement is necessary as CalMHSA acts on behalf of member counties in the development of an annual joint purchase agreement with DSH for statewide utilization of State hospital beds, and is responsible for fiscal accountability, ensuring quality of care, and the development of alternatives to State hospitals, which will enable DMH to utilize CalMHSA to negotiate for the use of State hospital beds.

The Acting Director of Mental Health currently serves on the Board of Directors of CalMHSA's Joint Powers Agreement, but she is not compensated and does not benefit financially in any way from serving in that position. In addition, the Acting Director will not participate in the approval of the new sole source Participation Agreement with CalMHSA.

## **NOTIFICATION TIMELINE**

Pursuant to Board Policy No. 5.100 (Sole Source Contracts), DMH is required to notify your Board at least six months prior to the expiration of an existing contract when departments do not have delegated authority to execute a new contract. We are submitting this notification late because DSH and CalMHSA had not completed their negotiations in time for DMH to meet the notification timeline. If requested by a Board office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board office within four weeks of this notice, DMH will present your Board a letter for approval to execute a new sole source Participation Agreement with CalMHSA to fund the State Hospitals Program.

Each Supervisor  
August 31, 2022  
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If you have any questions, or require additional information, please contact me by email at [CDraxler@dmh.lacounty.gov](mailto:CDraxler@dmh.lacounty.gov) or at (213) 738-4926, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at [SKrikorian@dmh.lacounty.gov](mailto:SKrikorian@dmh.lacounty.gov) or at (213) 943-9146.

CDD:CD:SK  
RLR:SC:atm

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

## SOLE SOURCE CHECKLIST

Department Name: Mental Health

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: 6/14/2016

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input checked="" type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Erika Bonilla  
Chief Executive Office

10/31/22

Date