



ADMINISTRATION & INDIGENT HEALTH
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL: (510) 618-3452
FAX: (510) 351-1367

December 15, 2015

The Honorable Board of Supervisors
Alameda County
1221 Oak Street, Suite 536
Oakland, CA 94612

Dear Board Members:

SUBJECT: RETROACTIVELY APPROVE A FIRST AMENDMENT TO THE STANDARD SERVICES AGREEMENT WITH KRASSONS INC. FOR \$869,000 (AN INCREASE OF \$219,000) AND EXTEND THE CONTRACT TO JUNE 30, 2016 (12 MONTHS)

RECOMMENDATION:

- A. Delegate authority to the President of the Board of Supervisors to sign the first amendment to the standard services agreement with Krassons, Inc. (Principal: David Platton; Location: Oakland, CA) for consulting and maintenance services of customized software for the enhancements to the Clinician's Gateway INSYST Client Data Collection System and increase the contract from \$650,000 to \$869,000 (increase: \$219,000) and extend the contract term from 7/1/13 - 6/30/15 to 7/1/13 - 6/30/16 (extend 12 months) (Procurement Contract #8851); and
- B. Waive the County competitive bidding process for technical and economic reasons. Krassons' customized software has already been developed and placed in service to implement the Clinician's Gateway to bridge data management systems. It is more costly for the department to develop a new software to replace the existing Krassons' customized software as well as train the providers to use a new software.

SUMMARY/DISCUSSION:

On June 25, 2013, your Board approved a contract with Krassons Inc. (Procurement Contract #8851) for two fiscal years to continue services for the INSYST Client Data Collection and Billing System, and customized enhancements of the legacy database. Behavioral Health Care Services (BHCS) uses a sophisticated data management system to track its client services for revenue generation and contract management. The services provided by this contract enable BHCS to maximize the effective use of the information gathered during the delivery of services to consumers.

BHCS has been using a database product, INSYST to manage client and billing data since 1991, and another claiming system eCura, which was added in 1998 to comply with a State-mandated Managed Care Medi-Cal consolidation of the former fee-for-service specialty Mental Health Medi-Cal services. BHCS generates approximately \$200 million in Medi-Cal claims per year through the INSYST



claiming system. Your approval to waive bidding requirements will relieve BHCS of additional expenses that would result from the use of another supplier. A new software will delay the ongoing claiming and billing processes as a new software will result in incompatibility with the existing database legacy. A new software will also require considerable training, time and money.

Krassons is the sole proprietor of Clinician's Gateway software that was customized for BHCS to bridge numerous data systems across Health Care Services Agency (HCSA), a function other electronic health records systems (EHR) do not possess. In addition, Krassons, one of the developers of the INSYST System, will facilitate the transition of the existing data from the INSYST System to a new claiming system, anticipated to be completed in three to four years.

Krassons will provide maintenance of the current software for the integration of the HCSA "Alameda Shared Client Facility;" and also provide maintenance to our EHR and automation of service entry records from the EHR system, Clinician's Gateway into the INSYST System, eliminating data entry for those users. The EHR, Clinician's Gateway, is an integral part of our business process and is a vital tool utilized by all BHCS clinicians, many HCSA clinical staff, and several contracted Community Based Organizations staff for the documentation of treatment for our clients.

Krasson's is also in the process of developing another component of the EHR for our Substance Abuse services contractors. Krasson's provides services for other counties that have similar data management and State reporting requirements. These shared resources efficiently use the time and effort required to develop effective solutions, and therefore, reduce cost and improves service to the County of Alameda.

SELECTION CRITERIA:

GSA issued a Sole Source exception in January 2011, under section V for Computer Software license renewals. The Office of Acquisition Policy granted SLEB waiver #3602 on May 29, 2015. Your Board's approval to waive the bidding requirements will extend the waiver through June 30, 2016.

FINANCING:

Funding for this contract is from the Mental Health Services Act and is included in the Behavioral Health Care Services budget. There is no increase in net County cost as a result of your approval.

Respectfully submitted,



Rebecca Gebhart, Acting Director
Health Care Services Agency

RG:nc/jj

FIRST AMENDMENT TO AGREEMENT

<i>Contractor:</i>	<i>Krassons</i>
<i>Original contract period:</i>	<i>7/1/13-6/30/15</i>
<i>1st Amendment Contract period:</i>	<i>7/1/13-6/30/16 (12 Months)</i>
<i>Original contract amount:</i>	<i>\$650,000</i>
<i>1st Amendment contract amount</i>	<i>\$869,000 (\$219,000 Increase)</i>
<i>Exhibit Revised</i>	<i>Exhibit B</i>

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Krassons Inc., (“Contractor”) with respect to that certain agreement entered by them on July 1, 2013 (referred to herein as the “Contract”) pursuant to which Contractor provides computer consulting services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
 - a. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
 - b. The term of the Agreement is currently scheduled to expire on June 30, 2015. As of the Effective Date, the term of the Agreement is extended through June 30, 2016.
 - c. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Two Hundred Nineteen Thousand dollars (\$219,000). As a result of these additional services the not to exceed amount has increased from Six Hundred Fifty Thousand dollars (\$650,000) to Eight Hundred Sixty Nine Thousand dollars (\$869,000) over the term of the Agreement and any amendments
2. Item 20 of the Standard Services Agreement has been amended as follows: provided that

C-8851

the maximum amount payable to Contractor for its computer consulting Services shall not exceed \$869,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

3. A Revised Exhibit B, Payment Terms, is attached to this Amendment.
4. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
5. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: Scott Haggerty
Signature

By: David Platt
Signature

Name: Scott Haggerty
(Printed)

Name: David Platt
(Printed)

Title: President of the Board of Supervisors

Title : CEO

Date: 11-6-15

Approved as to Form:
DONNA R. ZIEGLER, County Counsel

By: Scott Dickey
Scott Dickey, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity and that by his/her signature on this Amendment, he/she or the entity upon behalf of which he/she acted, executed this Amendment

EXHIBIT B
Payment Terms

1. Payment under the terms of this Agreement shall not exceed a total amount of *Eight Hundred Sixty Nine Thousand Dollars (\$869,000)* for the period of the contract. This cost includes all taxes and all other charges.
2. County will pay Contractor *\$135.00/hour for the contract period*, within 30 days upon submission and approval of a completed statement every month services are performed pursuant to this Agreement. Invoices will be submitted for review and approval to Sandy Stier, Director of Information Systems or her designee. All invoices under this Agreement shall be sent to:

*COUNTY OF ALAMEDA
Behavioral Health Care Services
1900 Embarcadero, Suite 400
Oakland, CA 94606-5300
Attn: Julie Hernandez, Admin Assistant II*

3. Contractor shall not exceed 2,070 hours of service per year.
4. **Time Limit for Submitting Invoices:** Contractor shall submit invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to Contractor for the services covered by any invoice if Contractor presents the invoice to county more than 180 days after the date Contractor renders the services, or more than 90 days after the contract ends subject to department approval.
5. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule, work plan, timelines, and deliverables governing the timely performance of Contractor's services hereunder. The agreed upon schedule, work plan, timelines, and deliverables shall be incorporated into this Agreement upon its adoption in writing and signed by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
6. Upon notice to proceed from County, Contractor shall perform in accordance to the schedule as agreed upon by County and Contractor.
7. The term of this Agreement is *July 1, 2013 through June 30, 2016*.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.


If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Krassons, Inc.

PRINCIPAL: David Platton TITLE: CEO

SIGNATURE:  DATE: 11-6-15

County of Alameda

Request for Insurance Waiver or Change
(To be completed by the Contracting Department)
Fax or OIC to Risk Management Unit
Fax 272-6618 or 2-6615 / OIC 28506

Attn: Contract Review: Kimberly Stokes Phone: _____
(Sr. Risk & Insurance Analyst)

Fax Back to:	Name: <u>Jacide Jordan</u>	Dept: <u>Behavioral Health Care Services</u>
	Phone: <u>(510) 383-2664</u>	OIC: <u>22702</u>
		Fax: _____

Date of Request: 06/01/15 Amount of Contract: \$1,194,000 Term of Contract: 07/01/15-06/30/18
Name of Contractor: Kraason's Inc.

1. What do you want to waive or change (W=waive and C=change)?
- a) Coverage (s): General Liability Auto Liability C Professional Liability Workers Comp W
Other Required Coverages: _____
- b) Change in Limits: General Liability: From \$1,000,000 to \$ _____ per occurrence
Auto Liability: From \$1,000,000 to \$ _____ per occurrence
Professional Liability: From \$1,000,000 to \$ _____ per claim
Other Coverage Limits: _____
- c) Reason: Kraason's does not own cars, employees drive with w/own insurance

2. Request for Time Waiver: Coverage(s) _____ List # of days requested _____
(This allows Contractor time to bind the insurance before the Contract term begins)

3. For Workers' Compensation Waiver, please have Contractor sign the declaration:
Declaration:
With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law.
I further warrant that I understand the requirements of Section 3900 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the County of Alameda harmless from loss of liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the County of Alameda waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature: [Signature] Date: 6-8-15
Owner, Officer, Director, Partner or other Principal Title: CEO
David Platon Title: CEO
Print/Type Name

4. Please attach a copy of the Scope of Services.
This Section to be completed by Risk Management

Identify Risk to County: Waiver: Granted Denied _____ Change: Granted Denied _____

Considerations: A Vendor Contract Insurance Program has been developed for contractors who do not have or cannot afford the required insurance. Please contact the Risk Management Unit for more information.

Authorized Signature: [Signature] Date: 6/8/2015
Coordinator Sec: 61200



CERTIFICATE OF LIABILITY INSURANCE

NSJ
R054

DATE (MM/DD/YYYY)
10/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R C FISCHER & COMPANY/WALNUT CREEK 101256 P: F: PO BOX 33015 SAN ANTONIO TX 78265		CONTACT NAME PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS	
INSURED KRASSONS INC 145 CORTE MADERA TOWN CTR STE 439 CORTE MADERA CA 94925		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Ins Co LTD	NAIC# 11000
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSJ LTR	TYPE OF INSURANCE	ADDL INSR	STIP END	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liab GEN'L AGGREGATE (LMT APL IF'S PHR) <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER			57 SBA GM4464	11/01/2015	11/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP-OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			57 SBA GM4464	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYEES LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - FA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. The County of Alameda, its Board of Supervisors, the individual members thereof, and all county officers, agents and employees and representatives are an Additional Insured per the Business Liability Coverage Form SS0008.

CERTIFICATE HOLDER Alameda County Behavioral Health Care Services (BHCS) 1900 EMBARCADERO STE 400 OAKLAND, CA 94606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (925) 932-7823

SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (925) 932-7823 between 7 A.M. and 7 P.M. CENTRAL TIME

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

R C FISCHER & COMPANY/WALNUT CREEK

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

The Hartford
Hartford Fire Insurance Company and its Affiliates
One Hartford Plaza, Hartford, Connecticut 06155



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 57 SBA GM4464 DX

Named Insured and Mailing Address: KRASSONS INC

145 CORTE MADERA TOWN CTR STE 439
CORTE MADERA CA 94925

Policy Change Effective Date: 07/01/15

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 002

Agent Name: R C FISCHER & COMPANY/WALNUT CREEK
Code: 101256

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED(S) ARE ADDED
THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION 001 BUILDING 001

SEE FORM IH 12 00

PRO RATA FACTOR: 0.337

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 10/16/15

Page 001 (CONTINUED ON NEXT PAGE)
Policy Effective Date: 11/01/14
Policy Expiration Date: 11/01/15

POLICY CHANGE (Continued)

Policy Number: 57 SBA GM4464

Policy Change Number: 002

ADDITIONAL INSURED #1 - OWNERS, LESSEE OR CONTRACTORS IS ADDED
FORM SS4170
NAME ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES (BHCS)
ADDRESS 1900 EMBARCADERO COVE STE 400 OAKLAND, CA 94606

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:
SS 41 70 06 11

IH12001185 ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR

Form SS 12 11 04 05 T
Process Date: 10/16/15

Page 002

Policy Effective Date: 11/01/14
Policy Expiration Date: 11/01/15

POLICY NUMBER: 57 SBA GM4464
CHANGE NUMBER: 002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies Insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES BHCS

Location(s) Of Covered Operations:

1900 EMBARCADERO COVE STE 400 OAKLAND, CA 94606

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Form SS 41 70 06 11
Process Date: 10/16/15

Page 1 of 1
Policy Expiration Date: 11/01/15

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POLICY NUMBER: 57 SBA GM4464



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

COUNTY OF SANTA BARBARA
DEPT. OF ALCOHOL, DRUGS AND
MENTAL HEALTH SERVICES
300 N SAN ANTONIO RD
SANTA BARBARA, CA. 93110

COUNTY OF MONTEREY
168 W ALISAL ST 3RD FLOOR
SALINAS CA 93901

CONTRA COSTA COUNTY, ITS OFFICERS AND EMPLOYEES
50 DOUGLAS DRIVE STE 320-A
MARTINEZ, CA 94553

Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 001
Process Date: 10/16/15

Expiration Date: 11/01/15

POLICY NUMBER: 57 SBA GM4464



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR

ALAMEDA COUNTY BEHAVIORAL HEALTH CARE SERVICES (BHSC),
ALAMEDA COUNTY BEHAVIORAL, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL
MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, AND
REPRESENTATIVES
1900 EMBARCADERO COVE SUITE 400
OAKLAND, CA 94606

Form IH 12 00 11 85 T SEQ. NO. 004 Printed in U.S.A. Page 001

Process Date: 10/16/15

Expiration Date: 11/01/15



OFFICE OF AQUISITION POLICY (OAP)

11796

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS

For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance (OCC) prior to soliciting bids/proposals and awarding contracts. For further information contact OCC at (510) 891-5500.

Non-Federal SLEB waivers may be submitted online.

Complete online SLEB waiver requests in ALCOWEB under the "For Work" section. See "Submit Online SLEB Waiver Request". Attach supporting documentation including three quotes or approved Sole Source. NOTE: If online access is not available, please follow the procedures below to submit your request.

For ALL Requests over \$3,000:

Complete #1-9 below, complete #10 if over \$100,000 (First Source applies), sign and print your name on line 12, submit hard copy with supporting documentation for approval to GSA-OAP Business Outreach Officer, QIC 26021 AND email soft copy (PDF or Word) to gsa-oapslebwaivers@acgov.org. Upon approval, the procurement will be processed by GSA Purchasing.

NOTE: A SLEB waiver is NOT required for the following:

- * Approved Sole Source Exceptions for goods and services with a cumulative fiscal year total upto \$25,000.
* P.O. Change Order (POC) with a cumulative fiscal year total upto \$25,000 and no changes in vendor, product or fiscal year.

For Requests over \$25,000, a SLEB Waiver Number will be issued as required to enter a Procurement Contract in ALCOLINK. OAP will email signed approvals (with Waiver Number if appropriate) and letters to Requesting Departments and GSA Purchasing.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

Form with checkboxes for 'Requesting Department' and 'GSA Purchasing managing the competitive process'. Includes fields for Department (Behavioral Health Care Services), Primary Requestor (Jackie Jordan), Secondary Requestor, GSA Purchasing/Auditor, Contact Name (Sharon Woolley), and Telephone numbers.

2. Recommended Vendor

Fields for Vendor Name (Krasson's Inc), PO#, and REQ# (all N/A).

Fields for Street Address (145 Corte Madera Town Center #439), City (Corte Madera), State (CA), and Zip (94925).

3. Procurement Type (check all appropriate boxes below):

Form with checkboxes for 'New Contract', 'Renewal Contract', 'Contract Amendment-Term', 'Contract Amendment-Value', and 'Other'.

4. Total PO/Contract Value (including increase, if \$1194000.00; Increase Value (if \$0.00)

Fields for Contract Term Start (07/01/2015), End Date (06/30/2018), and OR One-Time Purchase checkbox.

5. Goods/Services Procurement

Software licensing, maintenance and support of the Clinician's Gateway Electronic Health Record (EHR) software; and integration of the Clinician's Gateway EHR with INSYST Client and Billing System which is the Department's Medi-Cal claiming solution.

6. Brief explanation of why goods/services are required:

For the continuation maintenance of the Clinician's Gateway software database licensing, fine tuning, consulting, maintenance and support services for the integration of Clinician's Gateway and the integration of Clinician's Gateway and the INSYST Behavioral Health Care Client Data and Billing System.

7. Date Goods/Services

a. What are the consequences if the date goods/services needed is not met?

The disruption of the flow of State and Federal dollars required to provide quality substance abuse and mental health services to the citizens of Alameda County.

8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:

The Department has been using Clinician's Gateway as its Electronic Health Record (EHR) since 2007; as Clinician's Gateway is the only EHR that can share client, billing and claiming data with INSYST our legacy Client Data and Billing system. Clinician's Gateway is a proprietary Behavioral Health Care EHR software developed and maintained by Krasson's, Inc. Maintenance and enhancements of Clinician's Gateway can only be accomplished utilizing the source code which is only available from Krasson's, Inc. The integration of Clinician's Gateway and INSYST is the only mechanism that the Department has to bill the State, Medi-Cal and other insurance providers and satisfy EHR requirements.

9. IF APPLICABLE: **New Sole Source submitted to Purchasing** **OR Existing Approved Exception on** **OR Not Applicable:**

10. Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section below, list the documents that have been attached:

- a.
- b.
- c.

Supporting Documents:

Krasson Approved Sole Source 861
V.A..pdf

11. If the contract is over \$100,000, is the recommended vendor able to comply with the First Source Program?

Yes: No: If No,

Expedite (Check this box to expedite processing)

12. Department Certification: I certify to the accuracy of the preceding statements,

EWORU2

Endale Worku

04/16/2015

Signature of Agency/Department Head
or Designee or GSA Purchasing Manager (If GSA Purchasing managed the process)

Print Name

Date

OAP to complete below:

A. Request Approved: Walver Valid Through: 06/30/2018 SLEB Walver Number: 3602

Reason: Sole source exception.

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

LMOORE

05/29/2015

Signed by GSA-Office of Acquisition Policy (Required)

Date

*Primary Requestor - Main Contact **Secondary Requestor - Backup Contact



REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS

For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance (OCC) prior to soliciting bids/proposals and awarding contracts. For further information contact OCC at (510) 891-5500.

Non-Federal SLEB waivers may be submitted online.

Complete online SLEB waiver requests in ALCOWEB under the "For Work" section. See "Submit Online SLEB Waiver Request". Attach supporting documentation including three quotes or approved Sole Source. NOTE: If online access is not available, please follow the procedures below to submit your request.

For ALL Requests over \$3,000:

Complete #1-9 below, complete #10 if over \$100,000 (First Source applies), sign and print your name on line 12, submit hard copy with supporting documentation for approval to GSA-OAP Business Outreach Officer, QIC 26021 AND email soft copy (PDF or Word) to gsa-oapslebwaivers@acgov.org. Upon approval, the procurement will be processed by GSA Purchasing.

NOTE: A SLEB waiver is NOT required for the following:

- * Approved Sole Source Exceptions for goods and services with a cumulative fiscal year total upto \$25,000.
* P.O. Change Order (POC) with a cumulative fiscal year total upto \$25,000 and no changes in vendor, product or fiscal year.

For Requests over \$25,000, a SLEB Waiver Number will be issued as required to enter a Procurement Contract in ALCOLINK. OAP will email signed approvals (with Waiver Number if appropriate) and denials to Requesting Departments and GSA Purchasing.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

Form with checkboxes for 'Requesting Department' and 'GSA Purchasing managing the competitive process'. Includes fields for Department (Behavioral Health Care Services), Primary Requestor (Jackie Jordan), Secondary Requestor, GSA Purchasing/Auditor (Sharon Woolley), and Telephone numbers.

2. Recommended Vendor Krasson's Inc PO#: N/A REQ#: N/A

Street Address: 145 Corte Madera Town Center #439 City: Corte Madera State: CA Zip: 94925

3. Procurement Type (check all appropriate boxes below):

Form with checkboxes for 'New Contract', 'Renewal Contract', 'Contract Amendment-Term', 'Contract Amendment-Value', and 'Other'.

4. Total PO/Contract Value (including increase, if \$1194000.00; Increase Value (if \$0.00

Contract Term Start 07/01/2015 End Date 06/30/2018 OR One-Time Purchase

5. Goods/Services Procurement

Software licensing, maintenance and support of the Clinician's Gateway Electronic Health Record (EHR) software; and integration of the Clinician's Gateway EHR with INSYST Client and Billing System which is the Department's Medi-Cal claiming solution.

6. Brief explanation of why goods/services are required:

For the continuation maintenance of the Clinician's Gateway software database licensing, fine tuning, consulting, maintenance and support services for the integration of Clinician's Gateway and the integration of Clinician's Gateway and the INSYST Behavioral Health Care Client Data and Billing System.

7. Date Goods/Services

a. What are the consequences if the date goods/services needed is not met?

The disruption of the flow of State and Federal dollars required to provide quality substance abuse and mental health services to the citizens of Alameda County.

8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:

The Department has been using Clinician's Gateway as its Electronic Health Record (EHR) since 2007; as Clinician's Gateway is the only EHR that can share client, billing and claiming data with INSYST our legacy Client Data and Billing system. Clinician's Gateway is a proprietary Behavioral Health Care EHR software developed and maintained by Krasson's, Inc. Maintenance and enhancements of Clinician's Gateway can only be accomplished utilizing the source code which is only available from Krasson's, Inc. The integration of Clinician's Gateway and INSYST is the only mechanism that the Department has to bill the State, Medi-Cal and other insurance providers and satisfy EHR requirements.

9. IF APPLICABLE: **New Sole Source submitted to Purchasing** **OR Existing Approved Exception on** **OR Not Applicable:**

10. Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section below, list the documents that have been attached:

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Supporting Documents:

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V.A..pdf

11. If the contract is over \$100,000, is the recommended vendor able to comply with the First Source Program?

Yes: No: If No,

Expedite **(Check this box to expedite processing)**

12. Department Certification: I certify to the accuracy of the preceding statements,

EWORU2

Endale Worku

04/16/2015

Signature of Agency/Department Head
or Designee or GSA Purchasing Manager (if GSA Purchasing managed the process)

Print Name

Date

OAP to complete below:

A. Request Approved: Waiver Valid Through: SLEB Waiver Number:

Reason:

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

LMOORE

05/29/2015

Signed by GSA-Office of Acquisition Policy (Required)

Date

*Primary Requestor - Main Contact **Secondary Requestor - Backup Contact