



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: June 27, 2023
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Antonette Navarro, LMFT, Director
Director(s) Department of Behavioral Wellness, (805) 681-5220
Contact Info: Marshall Ramsey, CHCIO, CDH-E, Chief Information Officer
Department of Behavioral Wellness, (805) 681-5220
SUBJECT: Behavioral Wellness – First Amendment to the California Mental Health Services Authority (CalMHSA) Participation Agreement for Semi-Statewide Enterprise Health Record Program for FY 22-29

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Director of the Department of Behavioral Wellness, or designee, to execute a First Amendment to the **California Mental Health Services Authority (CalMHSA)** Semi-Statewide Enterprise Health Record (EHR) Program Participation Agreement No. 1766-EHR-2022-SB, to replace Exhibit C of the original Participation Agreement with Exhibit C-1 (Participant-Specific Committed Funding and Payment Terms) and Exhibit D of the original Participation Agreement with Exhibit D-1 (Participant Contingency Budget) and transfer \$59,628 from Exhibit D-1 to Exhibit C-1, resulting in no change to the total maximum contract amount of **\$7,429,192** for the term of the Agreement, upon final execution of the Agreement through March 18, 2029 (Attachment A); and
- B. Determine that the above action is a government funding mechanism or other government fiscal activity which does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

This item is on the Board’s agenda to request approval of a First Amendment to the seven (7)-year California Mental Health Services Authority (CalMHSA) Participation Agreement for the development, implementation, subscription fees, and support and maintenance of a Semi-Statewide Enterprise Health Record (Program) for FY 22-29. The First Amendment replaces Exhibit C of the original Participation Agreement with Exhibit C-1 (Participant-Specific Committed Funding and Payment Terms) and Exhibit D of the original Participation Agreement with Exhibit D-1 (Participant Contingency Budget) and transfers \$59,628 from Exhibit D-1 to Exhibit C-1, resulting in no change to the total maximum contract amount of **\$7,429,192** through March 18, 2029. This amendment allows for the addition of a lab interface and text message notifications to the Agreement.

Background:

The County of Santa Barbara is participating with over twenty counties in California Mental Health Services Authority’s (“CalMHSA”) Semi-Statewide Enterprise Health Record (“EHR”) project. This project is unique in that counties will collaboratively design a lean and modern EHR to meet their needs and the communities they serve both now and into the intermediate future.

The EHR Project is funded by participating counties primarily with Mental Health Services Act MHSA funds, i.e., Innovation (“INN”) and/or Capital Facilities & Technological Needs components. CalMHSA, serving as the Administrative Entity and Project Manager, will seek approval by the State Mental Health Services Oversight & Accountability Commission (“MHSOAC”) of this multi-county collaborative INN project.

The MHSOAC has identified levers for enabling transformational change, many of which will rely on robust technology and data systems. Of utmost importance among county data systems is the EHR. These records are used to document and claim Medi-Cal services that counties provide and when properly enhanced, can capture vital data and performance metrics across the entire suite of activities and responsibilities shouldered by counties. A foundational goal of this project is to engage key stakeholders and human-centered design experts prior to the new EHR implementation and include their experience and feedback to optimize the user experience and layout of the incoming EHR.

Counties previously provided extensive input in CalMHSA’s Request for Proposal process that resulted in a seven-year contract effective March 18, 2022 through March 18, 2029 between CalMHSA and Streamline Healthcare Solutions LLC (“Streamline”), whose EHR product is SmartCare. CalMHSA has entered into a Master Services Agreement with Streamline, who is responsible for the development, implementation, and maintenance of the new Semi-Statewide EHR.

On November 1, 2022, the Board of Supervisors approved and authorized the Director of the Department of Behavioral Wellness (BWell) to execute the seven (7)-year Participation Agreement No. 1766-EHR-2022-SB. The Participation Agreement between CalMHSA and the County of Santa Barbara describes the responsibilities of CalMHSA and each Participant County as well as the financial commitment for each fiscal year period for the duration of the Semi-Statewide EHR program.

CalMHSA and BWell wish to amend Participation Agreement No. 1766-EHR-2022-SB to add a lab interface and text message notifications. The First Amendment will replace Exhibit C of the original Participation Agreement with Exhibit C-1 (Participant-Specific Committed Funding and Payment Terms) and Exhibit D of the original Participation Agreement with Exhibit D-1 (Participant Contingency Budget) and transfer \$59,628 from Exhibit D-1 to Exhibit C-1, resulting in no change to the total maximum contract amount of **\$7,429,192** through March 18, 2029.

Performance Measure:

CalMHSA will work closely with Streamline to coordinate on development and implementation of the EHR. CalMHSA will ensure Streamline submits the following:

- At least ten (10) claims per each participating county that pass the Strategic National Implementation Process (SNIP) edit;
- At least ten (10) Drug Medi-Cal (DMC) claims per each participating county that are approved (including DMC-ODS or DMC claims); and
- At least ten (10) Specialty Mental Health Services (SMHS) claims per each participating county that are subsequently approved.

On behalf of each participating county, CalMHSA will submit to DHCS the following attestations and supporting documents from Streamline as also may be required:

- The changes needed to the Semi-Statewide EHR claiming system have been assessed and have been incorporated into the contract with Streamline.
- All new claiming rates have been loaded into each participating county’s instances of SmartCare Base.
- The Fast Healthcare Interoperability Resources Application Programming Interface (FHIR API) implementation is underway.
- The implementation of the FHIR API has been completed.
- The process of mapping data elements to the United States Core Data for Interoperability (USCDI) has begun.
- The documentation outlining mapped data elements to the USCDI has begun.
- Certification that data elements have been successfully mapped to USCDI, inclusive of completed mapping documentation.

The County’s programmatic responsibilities include providing CalMHSA, Streamline, and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program, as well as performing any and all requested assessments of the Program and providing feedback on program performance.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>	<u>FY 2026-27</u>	<u>FY 2027-28</u>	<u>FY 2028-29</u>
General Fund							
State (MHSA CFTN)	\$2,327,930.15	\$ 961,839.89	\$ 876,342.25	\$ 877,018.14	\$ 877,714.32	\$ 878,431.37	\$ 629,916.06
Federal							
Fees							
Other:							
Total	\$2,327,930.15	\$ 961,839.89	\$ 876,342.25	\$ 877,018.14	\$ 877,714.32	\$ 878,431.37	\$ 629,916.06
Grand Total							\$ 7,429,192.18

Narrative: The above-referenced contract is funded by State funds. The total maximum amount of Participant-Specific Committed Funding in the Participation Agreement shall not exceed \$6,565,447. Given current expected user growth, development, and professional services related to future projects anticipated to be implemented within the term of the Agreement, a maximum total Participant

Contingency Budget of \$863,745 is also included. The aggregate total agreement is **\$7,429,192**. The Agreement covers the full cost of EHR subscription and maintenance through March 18, 2029.

Key Contract Risks:

Through the development, implementation, support, and maintenance of the EHR, CalMHSA may have access to Personal Health Information (PHI). To mitigate risk in all Participation Agreements between County and CalMHSA where PHI is involved, County and CalMHSA have entered into a Business Associate Agreement (BAA) which was approved by the Board of Supervisors on September 13, 2022 (Agreement No. 1327-BAA-2022-SB).

Wherever County's actual annual costs for participation in the Program exceed the Estimated Annual Cost, County agrees to pay CalMHSA for the difference. Except as provided in the CalMHSA BAA, CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of the Participation Agreement. By entering into the Participation Agreement, the County agrees to defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from County's acts or omissions in connection with the provision of mental health services.

The County may withdraw from the Semi-Statewide Enterprise Health Record Program and terminate the Participation Agreement upon six (6) months' written notice. However, withdrawal from the program will not automatically terminate the County's responsibility for its share of the expense and liabilities of the program. The contributions of current and past participating counties are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation. 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 the County. Unused funds paid for a joint effort will be returned pro rata to the County in proportion to payments made. Adjustments may be made if a disproportionate benefit was conveyed on a particular participating county. Excess funds at the conclusion of county-specific efforts will be returned to the particular county that paid them.

Special Instructions:

Please return one (1) Minute Order to Bethany Le at bethle@sbcbswell.org and to the BWell Contracts Division at bwellcontractsstaff@sbcbswell.org.

Attachments:

- Attachment A: First Amendment – CalMHSA EHR Participation Agreement (1766-EHR-2022-SB-A1)
- Attachment B: Executed CalMHSA EHR Participation Agreement (1766-EHR-2022-SB)

Authored by:

Bethany Le