



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 28, 2022
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Antonette Navarro, LMFT, Director
Director(s) Behavioral Wellness, 805-681-5220
Contact Info: Marshall Ramsey, MIS Manager, (805) 681-5227
SUBJECT: Behavioral Wellness - Management Information Systems (MIS) First Amendment to the Agreement with Echo Consulting Services of California, Inc. FY 21-24

County Counsel Concurrence:

As to form: Yes

Auditor-Controller Concurrence:

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve, ratify, and authorize the Chair to execute a First Amendment to the Support and Maintenance Agreement with **Echo Consulting Services of California, Inc.**, a New Hampshire corporation (not a local vendor), to increase the Contingency Fund for State Mandated Updates and other County-requested modifications to the ShareCare product and other ancillary software interfaces by an amount not to exceed \$75,000 per fiscal year, for a new total Maximum Contract Amount not to exceed **\$800,232**, inclusive of Support and Maintenance Fees not to exceed \$186,104 for FY 21-22, \$191,688 for FY 22-23, and \$197,440 for FY 23-24 and a Contingency Fund for State Mandated Updates and other County-requested modifications not to exceed \$75,000 per fiscal year, for the period of July 1, 2021 through June 30, 2024;
- B. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to suspend, delay, or interrupt services under the Agreement for convenience per Section 20 of the Agreement and make immaterial changes to the Agreement per Section 26 of the Agreement, all without requiring formal amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and
- C. Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

The above-referenced contract is on the agenda to request a First Amendment to the Agreement with Echo Consulting Services of California, Inc. (Echo) request approval to increase the Contingency Fund amount by \$75,000 per fiscal year, to allow for the Department of Behavioral Wellness to pay Echo for necessary software services. Echo provides the Department of Behavioral Wellness (BWell) with technical support and maintenance to the ShareCare product as well as to other ancillary software interfaces utilized by BWell, such as Clinician's Gateway. Approval of the recommended actions will allow BWell to pay for software maintenance services and continue to use the ShareCare and Clinician's Gateway systems.

Background:

On June 10, 2006, Echo and the County entered into a System Agreement wherein the County purchased Software products from Echo to upgrade BWell's Alcohol, Drug, and Mental Health data and billing system.

On July 1, 2007, Echo and the County entered into an Addendum to the System Agreement wherein Echo granted the County a license to use ShareCare Software, a Medi-Cal billing software, on a BWell computer system under the terms of a Perpetual Use License Agreement, and the terms by which Echo provided Support and Maintenance Services to BWell were set forth.

On August 18, 2009, Echo and the County entered a Support and Maintenance Agreement, and since then has continued its relationship with Echo, renewing its Support and Maintenance Agreement for 3-year periods.

The Support and Maintenance Agreement (SMA) with Echo covers technical support of the ShareCare product as well as the interfaces with existing BWell systems and other ancillary software applications. Clinical services are recorded through BWell's clinical management application, Clinician's Gateway, and an interface between ShareCare and Clinician's Gateway facilitates the regular exchange of data between the applications. The SMA provides that the software will comply with all Federal and California State reporting and funding requirements, including Medi-Cal, Medicare, Mental Health Services Act (MHSA), Drug Medi-Cal, California Outcomes Measurement System (CalOMS), and Client and Services Information (CSI). As the State continuously implements changes to their information technology services, the SMA includes an allowance for updates to the ShareCare Software allowing for continued interfacing with State systems.

BWell has experienced an increase in the need for maintenance services for the ShareCare product. Approval of the recommended actions will allow for the funding to be available to pay for these additional maintenance services to ShareCare.

Performance Measures:

Echo has consistently met BWell's expectations for ongoing support and maintenance of ShareCare, a critical component of our required Electronic Health Record (EHR) systems. Echo conducts monthly hosted vendor/consumer calls to discuss the latest software updates and take feedback on new feature requests and regulatory requirements. Echo's support team is responsive to our requests and drives all issues to resolution.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 21-22 Cost:</u>	<u>FY 22-23 Cost:</u>	<u>FY 23-24 Cost:</u>
General Fund			
State	\$ 130,552	\$ 133,344	\$ 136,220
Federal	\$ 130,552	\$ 133,344	\$ 136,220
Fees			
Other			
Total	\$ 261,104	\$ 266,688	\$ 272,440
Grand Total			\$ 800,232

The above-referenced agreement is funded by State and Federal funds. The funding sources are included in the FY 21-22 Adopted Budget. The multi-year contract is contingent on subsequent fiscal year budget approvals.

Key Contract Risks:

Should the contractor fail to maintain compliance with Federal certification standards for EHRs and compatibility with State MIS systems, BWell would need to terminate the agreement with Echo and identify a new vendor. The County’s standard termination provisions are included in the agreement.

Special Instructions:

Please email one (1) complete copy of the executed First Amendment and one (1) minute order to Amber Foschaar at cfoschaar@sbcbwell.org and bwellcontractsstaff@sbcbwell.org

Attachments:

- Attachment A: Echo Consulting Services of California, Inc. SMA FY 21-24 First Amendment
- Attachment B: Echo Consulting Services of California, Inc. SMA FY 21-24, BC #21058

Authored By:

A. Foschaar