



Agenda Date: 7/10/2007
Agenda Placement: 6A
Continued From: June 26, 2007

NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

TO: Board of Supervisors
FROM: James L. Featherstone LCSW for Snowden, Randolph F. - Director
Health & Human Services
REPORT BY: Helene Franchi, Senior Management Analyst, 253-4820
SUBJECT: Actions regarding Adult Protective Services (Termination of Agreement with McWilliams Mailliard Technology Group, Inc.)

RECOMMENDATION

Director of Health and Human Services requests that the Board authorize termination of Agreement No. 6336 with McWilliams Mailliard Technology Group, Inc., to be effective as of June 30, 2007 regarding software, support services and related internet portal services for the Adult Protective Services Program and authorize the Director to send a notice of termination.

(CONTINUED FROM JUNE 26, 2007; STAFF REQUESTS CONTINUANCE TO A FUTURE DATE)

EXECUTIVE SUMMARY

The Director of Health and Human Services is requesting the Board authorize termination at the end of the day on June 30, 2007 of the County's software license and support services agreement with McWilliams Mailliard Technology Group, Inc. for the AACTS software which has been used in the past by the Department to assist in protecting its APS clientele and in maintaining compliance with state laws and regulations and authorize the Director to immediately send notice of such termination to the vendor.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Social Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Although the activity is mandatory, selection of the providers is discretionary. The proposed action to terminate this agreement will end the

contract and eliminate future costs.

Is the general fund affected? Yes

Future fiscal impact: This agreement is funded by the County Services Block Grant/Adult Protective Services (CSBG/APS) combined allocation. This allocation has a mandated annual county dollar maintenance of effort (i.e., required county expenditure) of \$206,057 for all programs. The termination of this agreement will make additional CSBG/APS allocation and a small amount of county dollar funding available for other APS program needs in Fiscal Year 2007-2008 and future years.

Consequences if not approved: If this action is not approved, the agreement will remain in force. Until a replacement vendor is identified, the Department will maintain records manually, consistent with past practice.

Additional Information:

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Adult Protective Services (APS) program is a state-mandated program (Welfare and Institutions Code Section 15600, et. seq.) charged with the investigation of abuse and neglect allegations perpetrated against dependent adults and the frail elderly who reside outside of licensed facilities. APS works closely with the District Attorney's Office and local law enforcement agencies to provide this key public safety protection for this vulnerable population. Besides the investigative component, APS provides an array of social services that includes a 24-hour emergency response system; initial evaluation, assessment, reassessment, service plan development and monitoring; the purchase of tangible services; in-home protection; case management; information and referral; and representative payee services. According to the California Department of Social Services Manual of Policies and Procedures Division 33 regulations, APS programs must comply with strict timelines when responding to calls and in the delivery and documentation of services as outlined above.

McWilliams Mailliard Technology Group provides the Aging & Adult Client Tracking System (AACTS) software that has been licensed to the County for several years and is accessed through the CareAccess portal. The software enables tracking of cases by perpetrator and enhances the retrieval of accurate histories of previous reports of abuse and neglect while creating documentation of social worker investigations and interventions. The Department believes that it is no longer able to work with this vendor due to contract disputes that have arisen following the most recent renewal of the agreement and also due to the diminishing usefulness of the product to the Department's future APS program. Because the agreement does not allow the County to unilaterally terminate the agreement for convenience or cause despite creating financial obligations, as insisted upon by the vendor, which purport to extend beyond the current fiscal year for which estimated County revenues are currently not known to be available to pay, the portion of this agreement extending beyond June 30, 2007 is at this time unenforceable under Section 16, Article 18 of the California Constitution. The Department therefore requests the Board to terminate the agreement as of June 30, 2007 and to authorize the Director to immediately send notice of this action to the vendor.

SUPPORTING DOCUMENTS

None

CEO Recommendation: Approve

Reviewed By: Helene Franchi