

Agreement Between
First Call Alcohol / Drug Prevention & Recovery
And
Jackson County

The following documents together create an agreement between the First Call Alcohol / Drug Prevention & Recovery, Inc., a Missouri corporation ("FIRST CALL ") and Jackson County, Missouri ("COUNTY"): This Agreement defines the terms and conditions under which FIRST CALL will license its Software Products, provide Project Services, and provide Support and Software Maintenance Services to COUNTY for use by COMBAT. The Agreement includes the following documents, each of which is incorporated by reference:

- COUNTY Support and Software Maintenance Agreement
- Exhibit A.2 - Fee and Expense Schedule Addendum
- Exhibit B – FIRST CALL Proposal
- Exhibit C – Service Response Priorities and Responsibilities

This is the entire agreement between FIRST CALL and COUNTY. It supersedes all prior oral and written representations or agreements between the parties as to its subject matter. The signatures below indicate that:

(i) FIRST CALL and COUNTY have read each of the documents listed above, (ii) that each party agrees to the terms and conditions of each document, (iii) that each party intends to enter into this binding agreement, (iv) that good and sufficient consideration exists to create a binding agreement, and (v) that entry into this agreement has been duly authorized by the governing body of each party. It is understood that the documents listed above will not be signed separately.

This Agreement will become effective when executed by both parties.

First Call Alcohol / Drug Prevention & Recovery, Inc.

Jackson County, Missouri

Signature: [Handwritten Signature]
Name: Molly O'NEILL
Title: President & CEO
Date: 7-18-11

Signature: [Handwritten Signature]
Name: Michael D. Sanders
Title: JACKSON COUNTY EXECUTIVE
Date: July 22, 2011

REVENUE CERTIFICATE

I hereby certify there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payments to be made, each sufficient to meet the obligation of \$77,425.00 which is hereby authorized.

FILED
JUL 22 2011
MARY JO SPINO
COUNTY CLERK

Date: July 20, 2011

[Handwritten Signature]
Director of Finance and Purchasing
008-4401-56080
44012011005

APPROVED AS TO FORM:

By: [Handwritten Signature]
W. Stephen Nixon, County Counselor
6/22/2011

ATTEST:

By: [Handwritten Signature]
Mary Jo Spino, Clerk County Legislature

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COUNTY Support and Software Maintenance Agreement

1. COUNTY Support Services
 - a. Telephone and Email User Support. FIRST CALL will exercise Commercially Reasonable efforts to make FIRST CALL technology staff available by electronic mail, telephone, or remote computer access to provide User Support during Regular Business Hours. Regular Business Hours are defined as Monday – Friday from 8:00 am – 5:00 pm Central Standard Time.
 - b. COUNTY Support Service Requests. COUNTY Support Service requests shall be submitted in writing via electronic mail or facsimile.
 - c. Correction of Defects. FIRST CALL will correct all defects according to the terms of the Software License and Product Services Agreement.
 - d. FIRST CALL Service Request Response Time. FIRST CALL will respond to COUNTY and/or COMBAT according to the Service Response Priorities and Responsibilities schedule attached hereto as Exhibit C and incorporated herein by reference.
 - e. FIRST CALL will work with COUNTY, COUNTY IT staff and/or COMBAT to resolve the service issue outside of Regular Business Hours if requested by COUNTY and/or COMBAT in writing and approved by the County's COMBAT Director or designee. Both parties will work together until the work is completed.
2. Development of Software Enhancements
 - a. FIRST CALL will use commercially reasonable efforts to develop enhancements of the Software Product requested by COUNTY in writing same as above.
 - b. FIRST CALL will respond to COUNTY's request for an Enhancement within thirty calendar days of receipt of COUNTY's request. FIRST CALL's response will include the proposed solution along with the estimated cost to complete the enhancement.
 - c. FIRST CALL and COUNTY will agree to schedule the Enhancement to be included in the next software release or if it should be included as a stand-alone enhancement. If the Enhancement is included as a stand-alone enhancement requiring additional fees and services outside of those contemplated by this Agreement, FIRST CALL shall not proceed with the enhancement until the expenditure is approved by the COUNTY's governing body and a written Amendment is executed by duly authorized representatives of FIRST CALL and the COUNTY.
3. Maintenance Services
 - a. Software Maintenance Fee. COUNTY agrees to pay the Software Maintenance Fee described in Exhibit A.2 – Fee and Expense Schedule Addendum.
 - b. User Group. The COMBAT administration and COMBAT ~ Connections agency directors will identify employees to participate in a User Group to provide feedback to FIRST CALL regarding the Software Product. The User Group will meet on a regular basis as agreed to by FIRST CALL and COMBAT. The expectation is that the group will meet no more than once per month. Meetings will typically take place via conference call, web-conferencing or in person.

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- c. Availability of Enhancements. All Enhancements developed by FIRST CALL for any other project/agency will be provided to COUNTY for as long as it continues to pay the Software Maintenance Fee.
 - d. Delivery of Enhancements. FIRST CALL will work with COUNTY to install Enhancements into COUNTY's Test Environment. Once COUNTY has tested the Enhancement and performance of the Enhancement is satisfactory to both parties, FIRST CALL will work with COUNTY to install the Enhancement into the Live Environment.
4. Term and Termination
- a. The Maintenance Agreement shall be effective for a twelve (12) month period to commence upon the effective date described herein.

Exhibit A.2 – Fee and Expense Schedule Addendum
 Effective – Date of Execution

This Exhibit A describes terms for COUNTY payment of fees and reimbursement of expenses incurred by FIRST CALL. This version of Exhibit A supersedes all previous versions as of the effective date indicated above.

1. Fees and Expenses

a. Software Maintenance Fee. The Software Maintenance Fee for COUNTY's use of the Software Product is due at the execution of this contract. The Software Maintenance Fee is \$28,800. Twelve (12) months of maintenance commencing upon the effective date, July 1, 2011 shall be included.

b. Project Services Fees. Fees and expenses for Project Services will be billed in three installments: one-half minus 20% of the total upon contract execution, one-half of the total minus 20% 90 days following contract execution, and the final payment of 20% of the total will be payable upon final Acceptance of the interface. Acceptance, or rejection will be communicated in writing, within 30 days of completion of the deliverables; if County does not provide written acceptance or rejection within 30 days County will be deemed to have accepted the system. The Project Services Fees are included in the table below. The Project Services Fee is estimated based on the scope of services identified in the proposal (Exhibit B) that FIRST CALL submitted to COMBAT. If COUNTY and FIRST CALL agree to expand the scope of services, FIRST CALL will provide a revised estimate including the addition of Project Services Fee

Project Phase	Project Services Fee
1 - Interface	\$38,900.00
2 - Acceptance	\$ 9,725.00
Total	\$48,625.00

The project shall include a maximum of 24 COMBAT funded treatment agencies and up to a maximum of 400 users across agencies.

2. Billing and Payment Procedures

- a. Invoice. FIRST CALL will send COUNTY invoices prior to each phase for Project Services Fees and Expenses and any other agreed upon charges to COUNTY for fees or expenses that are due and payable.

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- b. COUNTY will pay FIRST CALL the balance due on all approved invoices within thirty days of receipt of the invoice from FIRST CALL. COUNTY will approve or reject submitted invoices within ten (10) business days of receipt.

Deliverable	Fee	Invoice Amount	Due	
Maintenance Fees	\$28,800.00			
Initiation	\$19,450.00	\$48,250.00	Upon Execution of Contract	Immediately upon execution of the contract
Mid-Way Point	\$19,450.00	\$ 19,450.00	3-Months	Payment is due within 30 days of approval of invoice
Acceptance	\$ 9,725.00	\$ 9,725.00	Upon Completion and acceptance of Interface	Payment is due within 30 days of approval of invoice
Total	\$77,425.00	\$77,425.00		

Exhibit B – FIRST CALL Proposal

Project Scope

Jackson County COMBAT is seeking consultant support to further customize the Community CareLink internet-based software tool and database that will enable the collaborative of agencies known as COMBAT ~ Connections to electronically track and evaluate the effectiveness of treatment services for COMBAT funded clients that they are serving. The software tool will be used by all treatment agencies funded through the Jackson County, Missouri quarter cent sales tax, commonly known as COMBAT tax, as they serve clients in Jackson County. The overall goal of the project is to provide the County Executive, County Legislature, Jackson County Drug Commission, COMBAT staff, and the broader Community, as well as COMBAT ~ Connections Project agencies, a tool that will provide outcomes information on individual programs as well as community-wide to effect transparency and accountability.

Project Approach

The parties shall collaboratively develop a project plan which includes milestones and deliverables for development of a universal interface to be made available for facilitating interoperability with existing electronic health records of COMBAT funded agencies or the Missouri state CIMOR system.

- 1) **The process** will involve the design and development of a “universal” interface for providers to enable connection between existing proprietary electronic health data systems, or the Missouri state CIMOR system and the Community CareLink application. This requires the participation of the agencies involved that have such an existing system and the use of standards as set by the stakeholders through the initial phase of the process and approved by COUNTY and COMBAT staff.
- 2) **The following are the data sets which will be targeted for sharing:**
 - Client Demographics
 - Client Diagnosis
 - CAGE Screening
 - MMS Screening
 - CCL Assessment
 - Adolescent Assessment
 - Client Billing Information

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Discharge Summary
 Agency Documents: SASSI & Socrates
 Court View: Drug Testing & Charges

- 3) **Testing:** COUNTY and/or COMBAT will be responsible for selecting an organization or organizations to participate in this project; testing will involve key stakeholders and the Software Developers working together to test the interface. This testing will involve verification that data can be sent from one system to the other in the correct format to achieve the expected results. As errors are identified, the Software Developers will change the software tool and have the stakeholders retest. If for any reason the identified stakeholders do not participate, First Call will use its software development practices to appropriately test and verify that the CCL universal interface can accept data and import it into the COMBAT ~ Connections database. First Call's final payment will not be dependent upon the cooperation or participation of the selected organization(s).
- 4) At the completion of the build-out the project will have tested the interface and will be ready to be deployed into a live environment.

The purpose of this approach is to use an iterative process using business requirements to drive the customization of the software tool for COUNTY, COMBAT, and their funded providers.

Key Deliverables:

At the completion of this project, the following deliverables will have been created.

- Agreed upon set of business requirements
- Functioning software interface that has been tested and deployable ^{no}

COMBAT ~ Connections Project Time Commitment

COMBAT ~ Connections Project members should be active participants in this project to ensure its success. The following are estimated time commitments for COMBAT ~ Connections Project members during each project phase.

Each Phase	Staff Members	Estimated Hours per Person
	User requirements meetings	16 x up to 4 agencies
Testing	Key Contacts – software testing	8 x up to 4 agencies
Total		96 Hours

This next section provides additional details on the expectations of the COMBAT ~ Connections Project during the project.

Business Requirements

The initial time commitment will be participating in multiple meetings to finalize the business requirements. At times these might be small meetings with a single agency or larger meetings with multiple agencies. It is essential for decision makers to attend these meetings.

A contact person from each actively participating agency will make themselves available on an ad-hoc basis for questions via webinar, email or telephone. This is anticipated to be a minimal amount of time.

Customize Software tool and Database

The primary responsibility during this phase will be working with the agency's EHR vendor, entering reference data into the database for testing. Each actively participating agency will also be responsible for setting up their programs and services within the software tool.

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Test Software tool and Database

This phase will involve a contact person from each actively participating Agency who is responsible for testing the software. An agency can have more than one participant assist in the software testing. We will ask each person participating to enter client data into the software tool and make sure we can have clients be processed from initial entry through completion of the programs. We will also be running outcomes reports to verify that the reports are providing accurate information. We anticipate that this will be approximately 8 hours of time per participating agency.

Timeline and Estimated Cost:

This project, including maintenance, will take place over 12 month period. The table below outlines the key project phases and the estimated cost to complete the project. This estimate is provided based on the scope that has been identified above. Our commitment to you is that this is the cost to complete the project.

Phase/Task	Estimated Cost	Estimated Duration
Software Maintenance Fee + required additional software acquisition	\$28,800.00	12 months
Interface Design and Build-out	\$48,625.00	6 months
Total Estimated Implementation Cost for year 1	\$77,425.00	

Exhibit C - Service Response Priorities and Responsibilities

During normal business hours (8 a.m. to 5 p.m. CST) FIRST CALL shall provide responses for each occurrence reported by the client within the timetable set forth below. FIRST CALL will work with COUNTY, COUNTY IT staff and/or COMBAT to resolve the service issue outside of normal business hours if requested by COUNTY and/or COMBAT in writing and approved by the County's COMBAT Director or designee.

Priority 1 – Client outage.

A major system or component critical to service is inoperative.

Priority 2 – Urgent.

The client is impacted by a service delay but is still able to maintain basic service functions.

Priority 3 – Service delay.

The problem has a reasonable circumvention, and the client can continue with little loss of efficiency.

Priority 4 – Minor/informational.

The call requires minor action or is for information purposes.

Priority Response Times

1	Initial Response Time 30 minutes	Update frequency 2 hours
2	Initial Response Time 1 hour	Update Frequency Daily
3	Initial Response Time 2 hours	Update Frequency Weekly
4	Initial Response Time 2 hours	Update Frequency Bi-weekly