

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a contract for the furnishing of a data tracking software program, for use by COMBAT with First Call Alcohol/Drug Prevention & Recovery, at a cost to the County not to exceed \$77,425.00, as a sole source purchase.

**RESOLUTION #17618**, June 27, 2011

**INTRODUCED BY** Dan Tarwater, County Legislator

WHEREAS, in 2007 the COMBAT Review Committee appointed by the County Executive recommended the development of a consistent process for eligibility, compliance, monitoring, and evaluation of individual programs receiving COMBAT funds; and,

WHEREAS, by Resolution 16711, dated September 22, 2008, and Resolution 17234, dated April 5, 2010, the legislature did authorize the award of contracts to First Call Alcohol/Drug Prevention & Recovery, formerly known as the National Council On Alcoholism and Drug Dependence, to increase capacity to track drug treatment data, as a sole source purchase; and,

WHEREAS, the Jackson County Drug Commission and COMBAT administration recommend the enhanced use of a data tracking software program to be used among COMBAT funded substance abuse treatment programs to track and evaluate the effectiveness of treatment services in keeping with the mission and goals of the Drug

Commission; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source and requires notification of and approval by the Legislature on such sole source purchases exceeding \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends a follow-up contract with First Call Alcohol/Drug Prevention & Recovery for the maintenance, continuation, and enhancement of a data tracking software program, for use by COMBAT, as a sole source, because First Call has unique familiarity with the program and the County's needs; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the County Executive be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

*[Signature]*  
Chief Deputy County Counselor

*[Signature]*  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17618 of June 27, 2011, was duly passed on July 11, 2011 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

7.12.11  
Date

*[Signature]*  
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 4401 56080  
ACCOUNT TITLE: Anti-Drug Sales Tax Fund  
COMBAT Administration  
Other Professional Services

NOT TO EXCEED: \$77,425.00

6/23/11  
Date

*[Signature]*, Asst  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Resolution No.: 18618

Sponsor(s): Dan Tarwater

Date: June 27, 2011

<p>SUBJECT</p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the County Executive to execute agreements with First Call for the maintenance, continuation and enhancement of a data tracking program to be used among COMBAT-funded substance abuse treatment programs for use by Jackson County COMBAT, as a sole source purchase, at a cost to the County not to exceed \$77,425.00.</u></p>										
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 667 1253 1012"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$77,425.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$77,425.00</td> </tr> <tr> <td>Amount budgeted for this item *:</td> <td>\$77,425.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: Anti-Drug 008, Dept. 4401-COMBAT Administration, 56080 Other Professional Services</td> <td>\$77,425.00</td> </tr> </table> <p>• If account includes additional funds for other expenses, total budgeted in the account is: \$ 228,024.00  <input type="checkbox"/> No budget impact (no fiscal note required)</p> <p>Prior Year Budget (if applicable):          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$77,425.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$77,425.00	Amount budgeted for this item *:	\$77,425.00	Source of funding (name of fund) and account code number: Anti-Drug 008, Dept. 4401-COMBAT Administration, 56080 Other Professional Services	\$77,425.00
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Source of funding (name of fund) and account code number: Anti-Drug 008, Dept. 4401-COMBAT Administration, 56080 Other Professional Services	\$77,425.00										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):          Prior resolutions and (date): #16711, Sept. 29, 2008; #17234, April 19, 2010</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by: Dave Fleming, COMBAT Planning &amp; Development Administrator, 881-3572</p>										
<p>REQUEST SUMMARY</p>	<p>A resolution authorizing the County Executive to execute agreements with First Call for the maintenance, continuation and enhancement of a data tracking program to be used among COMBAT-funded substance abuse treatment programs for use by Jackson County COMBAT, as a sole source purchase, at a cost to the County not to exceed \$77,425.00.</p> <p>Section 1030.1, <u>Jackson County Code</u>, 1984, eliminates the requirement to competitive bidding when items to be purchased can be obtained from only one source and requires notification of and approval by the Legislature on such sole source purchase exceeding \$25,000.00. The Director of Finance and Purchasing has determined that First Call is the sole source for these services as First Call has been the main agency establishing and developing the software system and project.</p> <p><b>Background:</b> In 2006, a recommendation was made to the COMBAT Commission that the data system be redesigned and a proposed data collection system be implemented. First Call (formerly National Council on Alcoholism and Drug Dependence) received funding from the Robert Woods Johnson foundation to develop such a system. Resolution #16711 (Sept. 29, 2008), awarded a contract (\$40,000) to First Call (NCADD), for a pilot project that expanded the number of participating providers in this project to include some COMBAT funded substance abuse treatment providers. And, in 2007, a COMBAT Review Committee strongly</p>										

	<p>recommended the development of a more consistent process for eligibility, compliance, monitoring, and evaluation of individual programs receiving COMBAT funds, including the implementation of a uniform integrated data collection and management system to be used to evaluate and analyze programs to aid in the decision-making process. In 2010, the Jackson County Drug Commission revised and adopted a new mission statement and goals, which included that the Jackson County Drug Commission and COMBAT administration ensure that effective services are being provided by developing a process to measure the impact of COMBAT initiatives.</p> <p>This agreement would provide for the maintenance, continuation and enhancement of a comprehensive data collection and reporting system that was approved for in 2010 and will be utilized by COMBAT-funded substance abuse treatment agencies thereby ensuring that accountable and effective services are being provided to the citizens of Jackson County.</p>								
CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)								
ATTACHMENTS	Contract Language Template								
REVIEW	<table border="1"> <tr> <td>Department Director: <i>[Signature]</i></td> <td>Date: 6-22-2011</td> </tr> <tr> <td>Finance (Budget Approval): If applicable <i>aleboran J Ball</i></td> <td>Date: 6-22-2011</td> </tr> <tr> <td>Division Manager:</td> <td>Date:</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: <i>[Signature]</i>	Date: 6-22-2011	Finance (Budget Approval): If applicable <i>aleboran J Ball</i>	Date: 6-22-2011	Division Manager:	Date:	County Counselor's Office:	Date:
Department Director: <i>[Signature]</i>	Date: 6-22-2011								
Finance (Budget Approval): If applicable <i>aleboran J Ball</i>	Date: 6-22-2011								
Division Manager:	Date:								
County Counselor's Office:	Date:								

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
008-4401-56080	Other Professional Services	\$ 77,425.00

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



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: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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 payment is to be made, each sufficient to meet the obligation of \$77,425.00 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing

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

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.



Agreement Between  
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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.

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

- 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

Agreement Between  
 First Call Alcohol / Drug Prevention & Recovery  
 And  
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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 deployed

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.

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

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
<b>Total Estimated Implementation Cost for year 1</b>	<b>\$77,425.00</b>	

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 |

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- COUNTY Support and Software Maintenance Agreement
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- 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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 payment is to be made, each sufficient to meet the obligation of \$77,425.00 which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
W. Stephen Nixon, County Counselor  
6/22/2011

By: \_\_\_\_\_  
Mary Jo Spino, Clerk County Legislature

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

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.
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  - 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.
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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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 First Call Alcohol / Drug Prevention & Recovery  
 And  
 Jackson County

- 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 deployed

**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
<b>Total Estimated Implementation Cost for year 1</b>	<b>\$77,425.00</b>	

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