



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061-0962
(408) 454-4066 FAX: (408) 454-4488
TDD: (408) 454-4123

May 12, 1998

AGENDA: June 2, 1998

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: Approval of FY 1997198 Contract with United Behavioral Health, Inc. (UBH) for Mental Health Software Maintenance Services

Dear Members of the Board:

Background:

In December 1994, your Board approved the purchase of a new management information system (INSYST) for Community Mental Health. This system, provided by United Behavioral Health, Inc. (UBH), was implemented in July 1995 and has been successful in assisting Mental Health in maximizing Medi-Cal and Medicare revenues for services rendered. In addition, data provided from this system has been used to analyze services delivered by Mental Health in the preparation for transition to managed care.

As with most major software packages, software maintenance is contracted for to insure continued compliance with changing requirements. Community Mental Health is now bringing the annual maintenance contract for the INSYST Mental Health application to your Board for approval.

Thirty-nine counties use the Insyst software. As a result, Santa Cruz County does not bear the full cost of modifying software to meet the complex changes in billing requirements, but rather a percentage of that cost. The maintenance fee

includes support services, on-going staff training and extensive help desk services. Annual maintenance costs borne by Santa Cruz County are approximately \$42,600 and are included in the attached contract.

In addition to reimbursing to UBH for software maintenance services, this contract includes \$28,000 to purchase managed care software upgrades for the INSYST system, \$34,000 for implementation services and \$12,000 for staff training on the new enhancements. These enhancements will allow the core INSYST product to collect data and bill for services rendered under the mental health Medi-Cal managed care program which is being implemented on June 1, 1998.

The final \$33,400 of the agreement allows for custom design work or special systems assistance specifically requested from UBH for Santa Cruz County. As the system is fully implemented, minor changes may be requested to allow the most efficient utilization of the system. Costs of this agreement are included in the current Mental Health budget, and no new county funds are needed nor requested.

Recommendations:

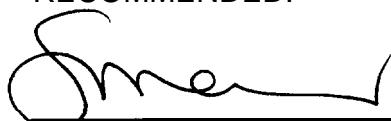
It is, therefore, RECOMMENDED that your Board:

Approve the attached FY 1997/98 contract with United Behavioral Health, Inc., Contract No. 628 (Budget Index 363103, Subobject 3665) in the amount of \$150,000 and authorize the Health Services Agency Administrator to sign.

Sincerely,


Charles M. Moody, Administrator
Health Services Agency

CM:GK
RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: Auditor Controller
County Administrative Office
County Counsel

HSA Administration
Community Mental Health

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Dept.)
C. Moody (Signature) 5/20/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency) and United Behavioral Health 1700 Broadway, 8th Floor, Oakland, CA 94612-2116 (Name & Address)
2. The agreement will provide maintenance for the automated management information system for Community Mental Health.
3. The agreement is needed, to provide the above.
4. Period of the agreement is from July 1, 1997 to June 30, 1998
5. Anticipated cost is \$ 150,000 through June 30, 1998 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Section III, contract on FY 97/98 Continuing Agreements List.
7. Appropriations are budgeted in 363103 (Index#) 3 6 6 5 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C070628A Date 5/22/98
are not will be

GARY A. KNUTSON, Auditor - Controller

By Linda Ward Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the

HEALTH SERVICES (Agency).

Remarks:

LL (Analyst)

County Administrative Officer

B LL Date 5/22/98

Agreement approved as to form. Date _____

Distribution: *

Bd. of Supv. - White
Auditor-Controller - Blue
County -
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement **was** approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____

County Administrative Officer

By _____ Date _____

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County Department/Agency: The County of Santa Cruz through the
HEALTH SERVICES AGENCY (Community Mental Health)
1400 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962

Hereinafter called LICENSEE and:

UNITED BEHAVIORAL HEALTH
Oakland, California 94612-2116

1700 Broadway, Suite 800
(510) 238-2727

hereinafter called UBH for: INSYST (Information System) Software Maintenance and Support Services.

WHEREAS UBH possesses certain skills, experience, education and competency to perform the special services and, LICENSEE desires to engage UBH for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 26277, and W & I Code, Sections 5775, et.seq., the BOARD OF SUPERVISORS of the County of Santa Cruz is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in:

<u>TITLE</u>	<u>EXHIBIT</u>
Software Maintenance and Support Agreement	
Description of INSYST Maintenance Support Services	A
UBH Services and Fees	B
Model Performance Measures	C

Said exhibits attached hereto and incorporated into this Agreement by this reference.

IN WITNESS THEREOF LICENSEE AND UBH have executed this Contract Agreement to be effective:

JULY 1, 1997 through JUNE 30, 1998

<u>UBH</u>	<u>LICENSEE</u>
By: <u>Ruth J. Valdez</u> Ruth J. Valdez (Sec. Vice Pres.) UNITED BEHAVIORAL HEALTH (Gov't. Div.)	By: <u>Charles Moody</u> Charles Moody HEALTH SERVICES ADMINISTRATOR

Approved as to Board:

[Signature]

Approved as to Insurances:

[Signature] 8-29-97

Index # 363103

Subobject # 3665

Contract # CO70628A

Amount \$150,000

Distribution:
County Administrative Officer
County Counsel
Auditor-Controller
Health Services Agency
Community Mental Health
Contractor

(Reserved for Clerk of the Board of Supervisors posting of minute order citation)



United Behavioral Health
Software Maintenance and Support Agreement

LICENSEE is in possession of a license to use INSYST on a VAX/VMS computer system (hereinafter referred to as "Software") under the terms of a Perpetual Use License Agreement between UBH and LICENSEE (hereinafter referred to as "License Agreement"), and LICENSEE now wishes to obtain certain Maintenance and Support Services which are defined herein (hereinafter referred to as "Services") for the Software from UBH.

UBH and LICENSEE agree as follows:

1. Services

- a. UBH shall provide Maintenance Services to LICENSEE. Maintenance Services relate to maintenance and support of Software and Hardware as fully described in Exhibit A, "Description of INSYST Maintenance and Support Services." These services include corrections to software, software modifications, rights to enhancements, telephone support, and software updates required to maintain compliance with mandated changes as described in Exhibit A, Section I.b.4.b.
- b. LICENSEE may, at its discretion, engage UBH to provide Consulting Services. Consulting Services, relate to all other services not defined in Exhibit A. Should LICENSEE wish to engage UBH to provide such consulting services, LICENSEE shall submit a "Work Order" to UBH. Each work order will identify the specific task to be performed and whether task is to be completed on a fixed price or time and material basis. Upon receipt, UBH will provide LICENSEE an estimate of the number of hours/cost required to complete the requested task. Consulting Services will only be performed after UBH has received written authorization to proceed from LICENSEE. Such authorization shall clearly identify the task to be performed and state the agreed upon method and amount of cost to complete the task.

2. Compensation

- a. Maintenance Services: LICENSEE agrees to compensate UBH, for all services UBH renders in accordance with Exhibit A. Compensation for such services shall be as defined in Exhibit B, "Schedule of UBH Charges" UBH shall invoice LICENSEE in advance each month for Maintenance Services. Invoice charges shall be identified by Maintenance Services categories described in Exhibit B. Invoices are due and payable by LICENSEE within 30 days of receipt. If during the contract period LICENSEE purchases additional Software and/or Hardware from UBH, Exhibit B shall be amended to properly update the schedule of charges.
- b. Consulting Services: LICENSEE agrees to compensate UBH for all Consulting Services UBH renders at the request of LICENSEE. Compensation shall be on a fixed price or time and material basis. Invoices are due and payable by LICENSEE within 30 days of receipt.
 - 1) Fixed Price Consulting Services will be invoiced as milestones are achieved.
 - a) LICENSEE will be billed upon completion of each project milestone.
 - b) The amount invoiced for each project milestone will be agreed to by UBH and LICENSEE before work begins.
 - 2) Time and material Consulting Services will be invoiced each month based on actual hours incurred during the month in completion of the contracted service. The invoice shall be calculated using the Consulting Services hourly rate defined in Exhibit B. Invoices shall provide detail as to the date services were performed, services provided and personnel involved. LICENSEE agrees to reimburse UBH for all travel expense and other direct expense related to the completion of the contracted service. LICENSEE further agrees UBH shall be compensated for all related travel time at one half of the Consulting Service hourly rate.
- c. The maximum obligation under this contract shall not exceed \$150,000.

3. Term and Termination

- a. The term of this agreement shall be for the period of July 1, 1997 through June 30, 1998.

- b. Either party, at its sole discretion, may terminate this agreement, at any time, by giving the other party ninety (90) days written notice of termination.

4. Contract Coordination

LICENSEE recognizes that the successful operation of the Software requires the active participation and cooperation of LICENSEE management and staff. Such participation will include:

- a. LICENSEE's designation of a senior level LICENSEE official to act as Project Coordinator. The Project Coordinator will arrange and facilitate receipt of services provided by UBH.
- b. The LICENSEE and UBH will meet to discuss the status of contract expenditures, contract deliverables, and work order completion.

5. Licenses and Permits

- a. LICENSEE shall have the right to receive any updates, corrections, and enhancements supplied hereunder with the Software for the term of this Agreement. This right shall be limited to INSYST software components to which LICENSEE has acquired a license. Title to all updates, corrections, and enhancements to the Software shall remain with UBH.
- b. UBH warrants the possession of all licenses and/or permits necessary to provide the services in Section 1 "Services" as specified and required by the laws of the United States and the State of California.

6. Ownership of INSYST

- a. It is agreed that all proprietary rights to INSYST are retained by UBH. All software, program listings and other INSYST technical documentation prepared, produced, generated, created, provided or used by UBH during the term hereof shall not become in any manner the property of the LICENSEE. It is expressly understood that during the term hereof, or thereafter, UBH may make whatever use in UBH's sole discretion of any such software documents and that during the term hereof, or thereafter, LICENSEE shall retain perpetual use of said documents, but shall not distribute said documents to other individuals, organizations or government agencies without the express written consent of UBH, except as provided in Section 7.b.

7. Possession of Source Code

- a. At any time during the term of this agreement, LICENSEE may request, in writing, a copy of all INSYST Source Code and technical documentation. UBH will provide LICENSEE with a complete copy of INSYST Source Code and technical documentation within 30 days of receipt of LICENSEE's written request. LICENSEE will pay UBH the actual cost of media and reproduction for INSYST Source Code.
- b. LICENSEE will not make the INSYST Source Code and technical documentation available to other individuals or organization except in such case as the LICENSEE wishes to contract with another qualified organization for the maintenance of the INSYST Software.
- c. LICENSEE will be responsible for maintaining Source Code for custom work that UBH performs for LICENSEE. Upon completion of the work, LICENSEE will be given a copy of the executables and source code for the custom work.

8. Warranty

- a. UBH warrants that it will provide the Services specified herein.
- b. UBH warrants all components of the Standard INSYST Software will perform in compliance with the documentation set forth in the INSYST Manual for the entire period of this contract, except for minor inconsequential discrepancies. Software developed for individual counties and not considered part of the Standard INSYST Software will be warranted for ninety (90) days after acceptance by LICENSEE of the project deliverable products, or if a definitive rejection has not been made by LICENSEE within thirty (30) days, the warranty will expire one hundred twenty (120) days after delivery. This exception does not apply to the custom developed interface to link the Santa Cruz County Health (Costar) system with the Santa Cruz County Mental Health INSYST system. The interface will be warranted as part of the standard INSYST Software.
- c. UBH warrants that the Software, as modified through the Services provided hereunder, will not infringe upon or violate any patent, copyright, or trade secret right of any third party. In the event of any such claim by any third party against LICENSEE, LICENSEE shall promptly notify UBH, and UBH shall defend such claim, in LICENSEE's

name, at UBH's sole expense and shall indemnify LICENSEE against any loss, cost, expense or liability, including but not limited to attorneys' fee and disbursements arising out of such claim. In the event such an infringement is found, UBH may elect to either (i) procure the right to continued use of the Software for LICENSEE, or (ii) replace or modify the Software with non-infringing programs which conform with the applicable specification.

- d. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Indemnification for Damages, Taxes and Contributions

- a. UBH shall exonerate, indemnify, defend, and hold harmless LICENSEE which for the purpose of paragraphs 9 and 10 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- 1) Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which LICENSEE may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with UBH's performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to UBH by LICENSEE, excepting any liability arising out of sole negligence of the LICENSEE. Such indemnification includes any damage to the person(s) or property(ies) of UBH and third persons.
 - 2) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to UBH and UBH's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

10. Insurance

- a. UBH, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and

requirements. Such insurance coverage shall be primary coverage as respects LICENSEE and any insurance or self-insurance maintained by LICENSEE shall be in excess of UBH's insurance coverage and shall not contribute to it.

- b. If UBH utilizes subcontractors in the performance of this Agreement, UBH shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of UBH in this Agreement.
- c. Types of Insurance and Minimum Limits
 - 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if UBH has no employees.
 - 2) Automobile Liability Insurance for each of UBH's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by UBH's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
 - 3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
 - 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
 - 5) UBH agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of LICENSEE's inventorable items in the possession of UBH. Insurance policy must name LICENSEE as the loss payee.
- d. Other Insurance Provisions
 - 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, UBH agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement

coverage”) and any extensions thereof. UBH may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- 2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz”.

- 3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given **to: Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.**

- 4) UBH agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide LICENSEE on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: **Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.**

11. Notice of Default

- a. If LICENSEE is in default of any of its obligations hereunder and LICENSEE has not commenced cure within ten (10) days, and affected cure within sixty (60) days of receipt of written notice of default from UBH, UBH may immediately withhold providing any further services to LICENSEE under this Agreement, and, at its option terminate this Agreement. Events of default shall be LICENSEE’s:

- 1) failure to make payment of Charges accrued in accordance with the provisions hereof; or
 - 2) assignment or attempted assignment of the Agreement or any rights hereunder, except as provided for in this Agreement; or
 - 3) making an assignment for the benefit of creditors, or having a receiver, trustee in bankruptcy, or similar officer appointed to take charge of all or part of LICENSEE's property; or
 - 4) being adjudged bankrupt.
- b. If UBH is in default of any of its obligations hereunder and UBH has not commenced cure within ten (10) days, and affected cure within sixty (60) days of receipt of written notice of default from the LICENSEE, LICENSEE may immediately withhold payment of Charges without prejudice or loss of services prescribed herein, and, at its option terminate this Agreement. Events of default shall be UBH's:
- 1) assignment or attempted assignment of the Agreement or any rights hereunder, except as provided for in this Agreement; or
 - 2) making an assignment for the benefit of creditors, or having a receiver, trustee in bankruptcy, or similar officer appointed to take charge of all or part of UBH's property; or
 - 3) being adjudged bankrupt; or
 - 4) failure to perform its obligations as set forth in Exhibit A of this agreement.

12. Independent Contractor

- a. It is agreed that UBH shall perform as an independent contractor under this Agreement. UBH is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the LICENSEE. It is expressly understood and agreed that UBH and its employees shall in no event be entitled to any benefits to which LICENSEE employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits

- b. By their signatures to this Contract, each party certifies that it is his or her considered judgment that the contractor engaged under this Contract is in fact an independent contractor.

13. Contractor Employees and Equipment

- a. UBH agrees that it has secured or will secure at its own expense all persons, employees and equipment required to perform the services required under this Agreement, except as specified in Exhibit A, Section I.a., and that all such services will be performed by UBH or under UBH's supervision, by persons authorized by law to perform such services.

14. Subcontracts

- a. Functions undertaken by UBH may be carried out under subcontracts only upon obtaining the prior written approval of LICENSEE. All such subcontracts shall be in writing and shall abide by such Federal, State and local regulations which pertain to this Agreement. No subcontract shall terminate the legal responsibility of UBH to LICENSEE to ensure that all activities under this Agreement will be carried out. Subcontract relationships which are essentially employer-employee relationship, such as temporary or subcontract employees, are exempt from the requirements of prior written approval and written format.

15. Confidentiality and Maintenance of Records

- a. No written or electronically recorded LICENSEE-owned information or copies thereof shall be furnished to others by UBH except as LICENSEE may otherwise authorize in writing. LICENSEE shall retain the right to own all client information and client data developed by UBH in the performance of this Agreement. Client data and the contents of client information files created by UBH in the performance of this Agreement and owned by LICENSEE shall be deemed work produced for hire for the LICENSEE and LICENSEE shall be entitled to common law or statutory copyrights covering such products. Such client data and the contents of client information files, whether stored in writing or electronically, shall be the property of LICENSEE and be returned to LICENSEE within 30 days of termination of this Agreement.
- b. UBH shall abide by the confidentiality requirement enumerated in Welfare and Institutions Code, Section 5328; Health and Safety Code, Sections 11878 and 11977; and Title 42, Code of Federal Regulations, Part 2.

- c. In no sense should this section be construed to supersede the proprietary interests of UBH in INSYST as stated in Section 6 "Ownership of INSYST" above.

16. Audit and Inspection of Records

- a. UBH agrees to maintain and make available to LICENSEE accurate books and accounting records relative to all its activities under this Agreement. UBH will permit LICENSEE to audit, examine and make excerpts and transcripts from such records, and to make audits of all invoices, materials, records or personnel and other data related to all other matters covered by this Agreement. UBH shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years or until after final audit has been resolved, whichever occurs first. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon LICENSEE by this paragraph.
- b. LICENSEE retains the rights to require UBH to submit an audit of UBH's books of accounts performed by a Certified Public Accountant at LICENSEE's expense. Audit must identify separately costs for all components of the project. Said audit will be transmitted, upon written request by LICENSEE to UBH, to the LICENSEE duly authorized representative(s), or their designees within ninety (90) days of the receipt of the written request.
- c. LICENSEE will consider UBH books and accounting records to be proprietary information, and will not release said information to other parties without the express written consent of UBH.

17. Assignability

- a. UBH shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of LICENSEE thereto; provided, however, that claims for money due or to become due to UBH from LICENSEE under this Agreement may be assigned without such written approval. Notice of any assignment or transfer shall be furnished promptly to LICENSEE.

18. Notices

- a. Except as expressly provided elsewhere in this Agreement, all notices or other communications to either party by the other as may be required by this Agreement shall be deemed given when made in writing and delivered in person or deposited in the United States Post Office as follows:

To LICENSEE:

RAMA KHALSA
SANTA CRUZ COMMUNITY MENTAL HEALTH
P. O. BOX 962
1400 EMELINE AVE., BUILDING K
SANTA CRUZ, CA 95060

To UBH:

CONTRACT ADMINISTRATOR
UNITED BEHAVIORAL HEALTH
1700 BROADWAY, SUITE 800
OAKLAND, CA 94612-2116

19. Applicable Law

- a. This contract shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.
- b. UBH shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

20. Equal Employment Opportunity

- a. During and in relation to the performance of this Agreement, UBH shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. UBH agrees to post in conspicuous places, available to employees and

applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- b. If this Agreement provides compensation in excess of \$50,000 to UBH and if UBH employs fifteen (15) or more employees, the following requirements shall apply:
 - 1) UBH shall, in all solicitations or advertisements for employees placed by or on behalf of UBH, state that it is an Equal Opportunity Employer. UBH shall state in its policies that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, UBH shall make a good faith effort to consider Minority/ Women/ Disabled Owned Business Enterprises in UBH's solicitation of goods and services. Definitions for Minority/ Women/Disabled Owned Business Enterprises are available from the LICENSEE's General Services Purchasing Division.
 - 2) UBH shall furnish LICENSEE's Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/ Women/Disabled Business Enterprises.
 - 3) In the event of UBH's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders UBH may be declared ineligible for further contracts with the LICENSEE.
 - 4) UBH shall cause the foregoing provisions of this Section 20.b. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

21. Presentation of Claims

- a. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

22. Miscellaneous Provisions

- a. This Agreement may not be modified except by a written addendum signed by an authorized representative of the parties to the Agreement.
- b. If any of the provisions of the Agreement are declared to be invalid such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect, and the parties shall commence negotiations regarding successor provisions which will lawfully fulfill the intent of the severed provisions.
- c. A waiver of a breach or default under this Agreement shall not be a waiver of any other breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.
- d. Neither party shall be held responsible for any delay in performance hereunder due to fire, strikes, acts of God, inability to secure transportation or materials, natural disasters, or delays arising out of conditions of, or caused by acts beyond its control and without its fault or negligence.
- e. The LICENSEE Project Coordinator and the UBH Contract Agent will jointly negotiate any disputed charges on UBH Statements.
- f. Contractor Performance Evaluation

LICENSEE will, at its sole discretion, perform an annual or more frequent evaluation of contractor performance. LICENSEE may use model performance measures as per Exhibit C or may use other performance measures at the LICENSEE's discretion.

Exhibit A

Description of INSYST Maintenance and Support Services

1. INSYST Maintenance Services

- a. UBH shall provide LICENSEE with the onsite and remote maintenance services set forth below on condition that LICENSEE shall provide and maintain, at its expense, a dedicated data line to UBH offices. In the event that maintenance services set forth below are not being met, within five (5) days of receipt of written notice from LICENSEE of a serious maintenance problem, UBH will furnish LICENSEE with:
 - 1) an estimated completion date and a deadline; or
 - 2) the conditions preventing an estimated completion date and a deadline from being met.
- b. INSYST Maintenance Services shall be defined as:
 - 1) software corrections made by UBH to maintain INSYST Software in conformance with its specifications, said specifications may be amended from time to time by UBH; and
 - 2) changes to correct system "bugs", or a practical mutually agreeable work around; and
 - 3) software modifications to maintain compliance with the DEC/ VMS system software specifications and Digital layered software which may change from time to time; and
 - 4) other software modifications including:
 - a) updates, which are distributed without charge to other INSYST counties, reflecting modifications and incremental improvement made to the Software by UBH; and
 - b) updates, which reflect revisions required to maintain the integrity and functionality of those Standard INSYST components, as listed below (Section 4.a), including revisions required to maintain compliance with the

mandates of the California Department of Mental Health, the California Department of Alcohol and Drug Programs, the California Office of Statewide Health Planning and Development, and the federal Medicare Program but excluding revisions that cannot be made substantially the same for all counties; and

- 5) rights to enhancements to the Software for which charges are imposed; and
- 6) telephone access to UBH Customer Support staff for assistance during UBH normal business hours. UBH will track LICENSEE service calls and guarantee follow-up by UBH staff.

2. INSYST Support Services

- a. INSYST Support Services are available to LICENSEE during UBH's normal business hours of 8:30 am to 5:00 PM, Pacific Standard or Daylight Time, Monday through Friday, exclusive of UBH holidays. LICENSEE may log requests for assistance or telephone support on a twenty-four hour basis, subject to network availability, via electronic mail.
 - 1) LICENSEE may request weekend and/or evening support by UBH staff for help with upgrades or other special activities. All such support will be made available solely at UBH's discretion and will be based on the availability of staff resources. Standby Time, shall be billed at 30% of the Standard Hourly rate. While on Standby, should UBH provide Support Services, such services shall be billed as follows:
 - a) Off Hours Support provided on nights & weekends, shall be billed at 1.5 times the Standard Hourly rate.
 - b) Off Hours Support provided on holidays, shall be billed at 2.0 times the Standard Hourly rate.
 - 2) LICENSEE agrees to pay the full Standby charge, should LICENSEE cancel the Standby request without providing UBH twenty-four (24) hours advance notice of cancellation.
 - 3) Any Support Services performed by UBH support staff after

normal business hours as a result of recent UBH system changes will not be subject to the above special charge.

- b. UBH will respond to any query or problem report as promptly as possible considering the circumstances at the time of the report including the severity and nature of the problem. Upon request, UBH will provide LICENSEE with a copy of the UBH Support Log Report.

3. Support Coverage

- a. If analysis by UBH indicates that a reported problem is caused by a reproducible error or malfunction in the then current release of the INSYST Software as supplied and maintained by UBH, UBH will, within 15 days:
 - 1) provide LICENSEE with an estimated completion date and a deadline by which the problem will be corrected; or
 - 2) communicate the conditions preventing an estimated completion date and a deadline from being met.
- b. After UBH has given a deadline, UBH will:
 - 1) use its best efforts to correct the error or malfunctions; or
 - 2) if the INSYST Software is inoperable and cannot be readily corrected, attempt to resolve the problem by providing a circumvention; and provide LICENSEE with corrective information, such as corrected documentation and/or program code.
- c. In the event analysis by UBH indicated that a reported error or malfunction is caused by a problem related to the equipment used by LICENSEE, the equipment's system software, software or software modifications not furnished by UBH, or LICENSEE's misuse of INSYST, UBH's responsibility under this Agreement shall be limited to correcting the portion, if any, of the problem caused by INSYST.
- d. In the event that the misuse of the System results from missing or inaccurate UBH supplied Software documentation, then UBH will be responsible for corrective actions, including the provision of accurate and

adequate System documentation.

4. Extent of Product Coverage

- a. Maintenance Services and Support Services cover all components of the standard INSYST Mental Health and Substance Abuse product set. Standard INSYST components are:

- Mental Health Client Tracking
- Mental Health Episode Tracking
- Mental Health Service Tracking
- Mental Health Billing
- Mental Health AR/Payment Tracking
- Mental Health Utilization Review
- Mental Health Medication Tracking
- Mental Health Client Messages
- Mental Health CDS Reporting
- Mental Health Legal Status Tracking
- Mental Health OSPHD Reporting
- Mental Health Utilities Selections
- Mental Health Operations Selections
- Mental Health Applications Selections
- Mental Health Standard Reports^{1,2}
- Substance Abuse Client Tracking
- Substance Abuse Episode Tracking
- Substance Abuse Service Tracking
- Substance Abuse Billing
- Substance Abuse AR/Payment Tracking
- Substance Abuse Utilization Review
- Substance Abuse Client Messages
- Substance Abuse CADDs Reporting
- Substance Abuse Utilities Selections
- Substance Abuse Operations Selections
- Substance Abuse Applications Selections
- Substance Abuse Standard Reports³,

¹ A Mental Health Standard Report is a report with a report number between 1 and 399.

² Reports are covered under standard maintenance if the COUNTY maintains a license and support for the underlying reporting tool. For instance, if a report is written to use SPSS, COUNTY must maintain a license and support for SPSS for the report to be covered under standard INSYST maintenance.

³ A Substance Abuse Standard Report is a report with a report number between 1 and 399

- b. UBH will also provide support for optional INSYST product components. Coverage for optional INSYST product components is based upon an additional maintenance charge as set forth in Exhibit B. These modules include:
- Appointment Scheduling
 - Dynamic Data
 - Electronic Client Information (ECI)
 - Computer Assisted Service Planning (CASP)
- c. UBH will also provide support for certain non-UBH products. Coverage for non-UBH products is based upon an additional maintenance charge as set forth in Exhibit B.

5. UBH Network Maintenance

- a. UBH will provide support to maintain network integration services that LICENSEE chooses to implement that will link LICENSEE to external services. Coverage for network products is based upon an additional maintenance charge as set forth in Exhibit B.

6. INSYST Training

- a. LICENSEE will receive training credits to be used during the term of this Contract. Each training credit may be used by LICENSEE to send one LICENSEE staff person to an INSYST Training Seminar. (One training credit per person per day.)
- 1) A minimum of twelve (12) INSYST Training Seminars will be held by UBH at UBH offices. UBH will distribute to LICENSEE a quarterly schedule of seminars three (3) months in advance of the first class.
 - 2) Each Training Seminar will cover a previously announced curriculum relevant to the operations and maintenance of the

⁴ **Reports are covered under standard maintenance if the COUNTY maintains a license and support for the underlying reporting tool. For instance, if a report is written to use SPSS, COUNTY must maintain a license and support for SPSS for the report to be covered under standard INSYST maintenance.**

- 3) Enrollment in each Training Seminar will be strictly limited by UBH.
 - 4) LICENSEE is responsible for all travel expenses associated with attending a Training Seminar.
 - 5) LICENSEE may purchase additional Training Credits at the rate of \$300/credit.
 - 6) LICENSEE will receive fourteen (14) training credits.
 - 7) LICENSEE may rollover training credits not used during the term of this Contract.
 - a) No more that thirty-three percent (33%) of remaining training credits may be rolled-over from this Contract.
- b. LICENSEE may at its discretion ask UBH to provide onsite training.
- 1) LICENSEE is responsible for UBH travel expenses involved in onsite training. These expenses include travel time at half the current hourly rate.
 - 2) INSYST training credits may be used to support onsite presentation of standard INSYST Training Classes.
 - a) Each onsite standard training day will require three (3) INSYST Training Credits for each UBH instructor present.
 - b) UBH retains the right to determine the staff involved in providing standard INSYST Training Classes.
 - c) LICENSEE and UBH will negotiate a mutually agreeable time for all onsite training.

7. Unsupported Services

Unsupported services include, without limitation, problems or analysis of problems related to:

- a. modifications or changes to INSYST made by LICENSEE or a third party without prior written consent by UBH.
- b. performance of support services to INSYST by LICENSEE or a third party without prior written consent by UBH.
- c. use of INSYST in other than the specified operating environment or in other than the manner defined in the specifications.
- d. use of a release of INSYST which is no longer current; unless it is necessitated by delays in installing current release by UBH.
- e. transfer of INSYST from its designated hardware by LICENSEE or a third party without prior written consent by UBH.
- f. failure to provide for regular equipment or system software support services by Digital Equipment Corporation.

8. Credentialing Verification Services

UBH shall provide preliminary verification of provider credentials for public sector clients, such as LICENSEE. This service is limited to fee for service outpatient providers. LICENSEE maintains sole right, judgment and responsibility in reviewing applications and determining final credentialing decisions, including which providers it will accept and continue as participating providers. Nothing in this Agreement limits LICENSEE discretion to accept, decline, discipline or terminate providers.

- a. UBH shall perform the following specific tasks:
 - 1) data entry of provider;
 - 2) collection and filing of original applications and accompanying documents;
 - 3) research query to California's licensing bureaus;
 - 4) research query to the National Practitioner Data Bank;
 - 5) research query to Office of Inspector General Medicare/Medicaid Sanction Report;
 - 6) research queries to hospitals regarding staff privileges (physicians only);
 - 7) review of insurance coverage;

- 8) tracking and reporting of application status in a format to be agreed upon by both parties;
 - 9) transmission of provider database file to LICENSEE in a format agreed upon by both parties; and
 - 10) forwarding of credential verification reports.
- b. LICENSEE responsibilities shall be the following:
- 1) screen applications from providers;
 - 2) request completion of information missing from provider's application;
 - 3) assure timely submission of applications to UBH;
 - 4) contract with providers in LICENSEE'S name, manage the network, and perform quality assurance activities related to provider's performance; and
 - 5) work towards developing a new application form congruent to UBH's application form.
- c. LICENSEE shall pay UBH a fee of \$70.00 per provider application submitted to UBH in exchange for a preliminary credential verification report on each provider. For each duplicate report requested within 180 days of the original request, LICENSEE shall pay UBH \$35.00 per application. For each duplicate report requested more than 180 days from the original request, LICENSEE shall pay UBH the full \$70.00 fee per application.

These fees are based on the following assumptions: (1) the five county consortium in which LICENSEE is a member will maintain a provider volume of between 1000 and 1500 providers; (2) a single application form will be used among the counties; and (3) UBH will use the NCQA credentialing requirements as a model, however, full compliance may be waived due to changes in state requirements, implementation timelines, type of provider application form used, or other unforeseen circumstances. If any of these assumptions change, UBH and LICENSEE agree to use their best efforts to renegotiate the fees for the provider credential verification services provided by UBH.

- d. UBH's liability for damages under this Agreement (regardless of the form of action, whether in contract or tort) shall in no event exceed the amount paid by LICENSEE to UBH for the preceding one year period under this Agreement. UBH SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST CLIENT BY ANY OTHER PARTY. UBH shall not be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control.

UBH shall not be liable for, and LICENSEE assumes and shall indemnify and hold UBH harmless from, any loss or damages arising out of this Agreement that is caused by LICENSEE or its representatives' negligence or intentional wrongdoing.

**United Behavioral Health
Exhibit B**

**SANTA CRUZ
FY 97/98
303**

	<u>MHS</u>	<u>DAS</u>	<u>TOTAL</u>
Maintenance Services:			
<u>INSYST Maintenance and Support</u>			
Annual MI-IS Maintenance	\$32,934.98		
Appointment Scheduling Maint.	\$962.02		
Dynamic Data Maintenance	\$392.59		
Electronic Client Info Maintenance	\$1,768.42		
CASP Maintenance	\$2,657.82		
Sub-Total	\$38,715.83	\$0.00	\$38,715.83
EDS Maintenance Fee	\$1,811.89		
Sub-Total	\$1,811.89		\$1,811.89
 Oracle Rdb Support (calendar 1998)	 \$2,080.00		 \$2,080.00
 Supplies,Equipment, Software Purchase	 \$4,250.00		 \$4,250.00
<u>Optional</u>			
Operations Support Hours	\$110/hr		
Programming/Reporting	\$110/hr		
On-Site Custom Training	\$125/hr		
Data Analysis Services	\$125/hr		
Consulting and Analysis	\$135/hr		
Network Consultation	\$135/hr		
Consultation	\$135/hr		\$29,142.28
Credentialing Services	\$70 per		
Additonal Training Credits	\$300/credit		
 Managed Care Software			 \$74,000.00
 PSP-CASP			
PSP-Inquire			
cCARE3 *	15-30 Users		
• Managed Care includes Purchase of cCARE3, training implementation and special interfaces			
 Contract Total			 <u>\$150,000.00</u>

Note:

LICENSEE will receive a four percent (4%) discount on MH & DAS Maintenance Services if the annual fee is paid in full within thirty (30) days of invoice. With pre-payment discount, the annual maintenance is :

\$37,167.20

Services and Fees

Exhibit C
Model Performance Measures

These measures are suggested for evaluation of service delivery by UBH to LICENSEE.

Mandated Change Maintenance:

All system specifications, functions and process should be made to meet mandated changes; as per Exhibit A, section 1.b.4.b; within 30 days of effective or release of specifications date or another-mutually agreed upon date.

Bug Maintenance:

80% of system functions and processes that do not meet system specifications, as described in the INSYST documentation, should be fixed within 90 days of notification. The remaining 20% should be completed within 6 months of notification. Bugs that do not have reasonable work-arounds should be fixed within 30 days.

Enhancements:

1. Meet software delivery date 80% of the time. Of the remaining 20%, be less than 30 days late.
2. Meet top 80% of software specifications by priority on first delivery date. The bottom 20% should be working within 90 days.
3. The measurement will be made on the top 5 priority projects.

General:

1. LICENSEE should be notified by UBH at the earliest time with reasons and options about delays in meeting scheduled delivery dates .
2. LICENSEE should submit to UBH any change in the priority of projects at the earliest time. New delivery dates will be given to LICENSEE within 3 weeks.
3. All new products should have a standard product description at the time of announcement.
4. All software delivered should have user documentation, including:
 - a. installing instructions,
 - b. description of function action,
 - c. how to use functions.
5. All quotations for work should include the estimated time, **design summary and time** to complete work. (All requests for work should include detailed specifications of what is needed so that an accurate estimate may be made.) Planned start and completion dates should be given to LICENSEE within 10 days of approval notification from LICENSEE to UBH.
6. Status of all work will be provided to LICENSEE upon request.