



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ

0423

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(408) 454-4066 FAX: (408) 454-4770  
TDD: (408) 454-4123

November 29, 1999

AGENDA: December 14, 1998

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

SUBJECT: Approval of FY 1999/2000 Contract with ECHO Consulting  
Services of Calif., Inc. (ECHO) 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 (CMH). This system was installed in July, 1995, and was immediately successful in assisting Mental Health in maximizing the receipt of Medi-Cal and Medicare revenues. In addition, data provided from this system permits CMH's staff to analyze the usage patterns of managed care services delivered to CMH clients.

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

One of the benefits of purchasing software maintenance from ECHO was that it placed the software development and modification responsibilities with a vendor who maintains the software for an annual maintenance fee. Since 39 counties use this software, Santa Cruz County can share the costs of modifying software to meet complex and changing billing and data tracking requirements. The annual maintenance fee of \$70,400 also covers support services, including on-going staff training and extensive help-desk services.



The additional \$74,600 of this contract allows for custom design work, special systems assistance and/or staff training specifically requested from ECHO. As the system is fully implemented in Santa Cruz County, minor changes may be requested to assure the most efficient utilization of the system.

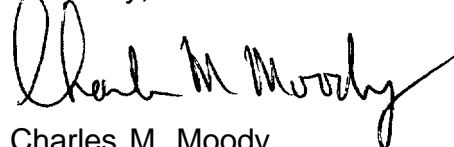
CMH has included sufficient funds within the current budget to cover this agreement and no new county funds are needed nor requested.

Recommendations:

It is, therefore, RECOMMENDED that your Board:

Approve the attached FY 1999/2000 contract with ECHO Consulting Services of Calif., Inc., Contract No. 628 (Budget Index 363103, Subobject 3665) in the amount of \$145,000 and authorize the Health Services Agency Administrator to sign.

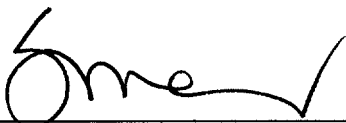
Sincerely,



Charles M. Moody  
HSA Administrator

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

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

0425

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)  
C Moody (Signature) 12/1/99 t e )

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, ECHO Consulting Services of California, Inc., 1700 Broadway, Suite 800, Oakland CA, 94612 (Name & Address)
2. The agreement will provide mental health software maintenance services.
3. The agreement is needed, to provide the above.
4. Period of the agreement is from July 1, 1999 to June 30, 2000
5. Anticipated cost is \$145,000 maximum through June 30, 2000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Section II Agreement - Listed as UBH. These software maintenance operations were sold by TJBH to ECHO effective July 1, 1999.
7. Appropriations are budgeted in 363 103 (Index#) 3665 (Subobject)

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

Appropriation available and have been numbered. C t N o C090628-01 Date 12/2/99  
are not will be

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva 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: GA (Analyst) By GA Silva County Administrative Officer Date 12/15/99

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

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

\*To Orig. Dept. if rejected.

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 entered in the minutes of said Board on

1 9 - - -

BY \_\_\_\_\_ Deputy Clerk



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

-0426

Hereinafter called COUNTY and:

**ECHO Consulting Services of California, Inc.**  
**Oakland, California 94612-2116**

**1700 Broadway, Suite 800**  
**(510) 238-2727**

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

WHEREAS ECHO possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage ECHO 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	
Schedule of Charges	A
Insurance Requirements	I

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

IN WITNESS THEREOF COUNTY AND ECHO have executed this Contract Agreement to be effective:

**JULY 1, 1999 through JUNE 30, 2000**

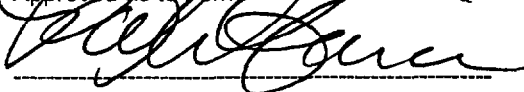
By:   
Roger Grenier  
Chief Financial Officer

**ECHO,**

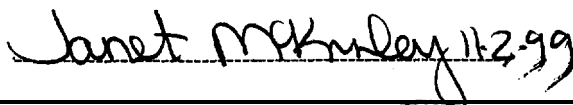
**COUNTY**

By: \_\_\_\_\_  
Charles Moody  
HEALTH SERVICES ADMINISTRATOR

Approved as to Form:



Approved as to Insurances:



Index # 363103  
Subobject # 3665  
Contract # CO90628-01  
Amount \$145,000

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)





## SERVICE AGREEMENT

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Whereas, COUNTY is in possession of a license to use the **INSYST software** on a **VAX/VMS** computer system under the terms of a Perpetual Use License Agreement, which is reaffirmed by this agreement between COUNTY and ECHO.

All contacts by COUNTY staff with ECHO shall be done with the approval of COUNTY's Health Agency Administrator or his designee.

## L SOFTWARE PRODUCTS COVERED

Only the following Software Products set forth in this Section's table are covered under this agreement. Telephone or on-site support for any other products or for exclusions under *Section II (5)*, will be billed to COUNTY at ECHO'S rates set forth in Exhibit A.

<i>PRODUCTS</i>
<b>INSYST</b>
<b>CASP</b>
<b>Electronic Client Information</b>
<b>Dynamic Data</b>
<b>MH Appointment Scheduling</b>
<b>cCURA3 Integration Toolset</b>

## II MAINTENANCE AND SUPPORT SERVICES

1. ECHO shall provide telephone support, free of charge, to COUNTY:
  - a. resulting from any failure of the software identified in *Section I* (the "Software") to operate without operating system errors or compiler errors.
  - b. resulting from the installation process of Software Products and/or Software Product updates as identified in *Section I*.
  - c. concerning the errors resulting from appropriate operation and use of the **Software** Products identified in *Section I*.
  - d. including a reasonable quantity of "how to" type questions.

ECHO shall notify COUNTY caller when the nature of what was initiated as a free telephone support call, becomes a **billable consultation** call. COUNTY shall provide a listing of representatives authorized to incur billable consultations on behalf of COUNTY. Notation will be made of the time the consultation rates begin, and notation will be made on the total time spent on the consultation call, as verbally agreed upon by both parties, at the termination of the consultation call. ECHO will not bill for consultation services until it is established that the nature of the call did not fall in part or in full within the scope of free telephone support as listed above in Section II (1). In the event the nature of the call fell within the scope of the free telephone support and billable consultation services, the time shall be prorated between the two and the COUNTY charged accordingly.



2. ECHO shall provide COUNTY with telephone support during Standard Support hours of Monday through Friday, from 8:30 a.m. to 5:00 p.m., Pacific Time, excluding ECHO Company holidays as defined in Section IV herein. All times outside Standard Support hours will be considered Standby Time or Off-hours depending on the services required by COUNTY. Outside of Standard Support hours, COUNTY may leave a voice message at ECHO's support line, and an ECHO representative will return the call the next business day. -
3. **COUNTY** may log requests for assistance or telephone support on a twenty-four hour basis, subject to network availability, via electronic mail. ECHO shall maintain a log of all maintenance requests received from COUNTY. COUNTY may request a written report of all maintenance request items and their current status. ECHO will provide such reports to COUNTY on a monthly basis and by special request.
4. COUNTY may request Standby Time/Off-hours support by ECHO staff for help with upgrades or other special activities. All such support will be made available solely by mutual agreement and will be based on the availability of COUNTY and ECHO staff resources. ECHO staff may be requested to be available on an On-Call basis. On-Call services provided by ECHO will be considered Standby Time and as such, shall be billed at 50% of the Off-hours hourly rate defined herein. Standby Time is defined as time outside Standard Support hours, during which ECHO staff is made available via pager with a response time of no more than sixty (60) minutes from initial contact. While on Standby Time, should ECHO provide support services, such services shall be billed as follows:
  - a. Off-hours support provided outside of Standard Support hours shall be billed at 1.5 times the Standard Support hourly rate as defined in Exhibit A.
  - b. Off-hours support provided on ECHO holidays shall be billed at 2.0 times the Standard Support hourly rate as defined in Exhibit A.
  - c. COUNTY agrees to pay the **full** standby charge, should COUNTY cancel the standby request without providing ECHO twenty-four (24) hours advance notice of cancellation.
  - d. Any support services performed by ECHO support staff outside Standard Support hours as a result of recent ECHO system changes will not be subject to the above special charge.
5. ECHO's provision of telephone support, free of charge, to COUNTY specifically excludes any problems arising from:
  - a. modifications to software by persons other than ECHO personnel.
  - b. products not listed in Section I.
  - c. correction of COUNTY error.



- d. COUNTY failure to back-up data files routinely and systematically following significant data entry and/or editing.
  - e. operating system **and/or** hardware products.
  - f. third-party products including, but not limited to, products such as VMS, rdb, dBASE<sup>tm</sup>, INFORMIX<sup>tm</sup>, Clipper<sup>tm</sup>, COBOL, Oracle and BASIC<sup>tm</sup>.
  - g. system administration performed by the COUNTY as it relates to the operating environment.
- 6. ECHO shall use its best efforts to promptly correct any errors in the Software and, when necessary, develop temporary workarounds until permanent corrections can be effected. An "error" shall mean any material failure of the Software to perform in accordance with its documentation, specifications or release notes. If ECHO determines that software and/or data problems cannot be resolved through telephone consultation, modem transmission, or through the exchange of magnetic media, and if resolution is likely by means of an on-site visit, ECHO will dispatch the appropriate technical staff member to COUNTY site with COUNTY approval. COUNTY approval will include authorization of estimated travel expenses. COUNTY is responsible for any travel expenses incurred as a result of such a visit if the visit is a result of a Software error as identified in **Section II** (5) herein above.
  - 7. In the event a previously unreported ECHO software error is reported and ECHO cannot provide a resolution or temporary workaround within three (3) business days, ECHO shall provide COUNTY with an estimated completion date and a deadline by which the problem will be corrected within five (5) business days after the expiration of the three (3) business days referred to above.
  - 8. ECHO will provide COUNTY with updated, enhanced versions of all ECHO software covered under Section I at no additional cost to COUNTY except for 3rd party products required for system operations. These updates shall include all software modifications necessary to maintain compliance with the **DEC/VMS** system software specifications and Digital layered software, which may change from time to time. The interval of updates and new features of updates will be at ECHO's sole discretion, but will include consideration of all COUNTY requests, and will be no later than when ECHO makes such updates available to ECHO's other customers receiving support.
  - 9. COUNTY specific enhancements will be done only at Standard Support ECHO rates as defined in Exhibit A. as will the cost of incorporating enhancements into COUNTY specific **software**.
  - 10. ECHO will maintain compatibility with no more than three (3) versions of third party software products required for the operations of software listed in Section I. ECHO will publish a schedule for the retirement of versions and release of new version for COUNTY planning purposes.



11. COUNTY agrees to assume responsibility for procuring, installing and maintaining all equipment, telephone lines, communications interfaces and other hardware necessary for ECHO to provide modem and telephone support. COUNTY must have a 56K dedicated digital line and/or other mutually agreed upon data connection and will provide ECHO with a COUNTY email address.
12. ECHO reserves the right to refuse requests for support made by customers without a current agreement or with an overdue receivable balance.
13. Modification of Software Source Code is at COUNTY's discretion. Any modification done by parties other than ECHO voids the software performance warranty in this agreement.
14. POSSESSION OF SOURCE CODE
  - a. At any time during the term of this Agreement, under the conditions listed below, COUNTY may request, in writing, a copy of all INSYST source code and technical documentation. ECHO will provide COUNTY with a complete copy of INSYST source code and technical documentation as soon as practicable but in no event later than thirty (30) days of receipt of COUNTY's written request. COUNTY will pay ECHO the actual and reasonable cost of media and reproduction for INSYST source code.
  - b. ECHO grants COUNTY the nonexclusive, nontransferable right to use a copy of the INSYST software program ('Source Code') on the terms in this section and in this agreement applicable to INSYST.
  - c. COUNTY may use, modify and reproduce the Source Code only for the purpose of maintaining COUNTY's internal INSYST installation, and not for any other purpose. Without limiting the foregoing, COUNTY shall not use the Source Code to modify or maintain the INSYST software or any other software program for any other entity, or to create new software programs or functions.
  - d. COUNTY shall maintain the secrecy of the Source Code and shall not disclose it to anyone outside of the COUNTY. However, COUNTY may allow a third party access to the Source Code for the purpose of maintaining COUNTY's internal INSYST installation, as long as the third party signs an agreement protecting the confidentiality of the Source Code.
15. INSYST Source code will be provided to COUNTY under the following conditions:
  - a. Declaration of bankruptcy by ECHO.
  - b. ECHO ceases to support INSYST product.
  - c. ECHO fails to correct major INSYST deficiencies within two (2) correction cycles. A correction cycle consists of COUNTY notifying the ECHO



representative identified in Section X, of the invocation of the “correction cycle”. ECHO will have thirty (30) days to correct deficiency. COUNTY shall have thirty (30) days following installation of corrections to notify ECHO of additional problems.

0437

16. ECHO shall maintain all Software identified in Section I so that it remains in compliance with California state mandates, including rules, regulations and statutes 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. ECHO’s hourly rates, for state mandates shall not exceed the hourly fee set forth in the fee schedule attached as Exhibit A. Costs for software development or program changes necessitated by State mandates shall be distributed between ECHO California INSY ST clients as mutually agreed upon by INSY ST User Group and ECHO.

ECHO shall provide COUNTY with an estimated completion date within thirty (30) days of the release of state mandated requirement. ECHO will make a commercial reasonable effort to complete all necessary updates or services required to make Software, identified in Section I, compliant by the date the stated mandated requirement becomes effective. The effective date shall be defined as the first date of required submission and/or collection of new data elements, whichever comes first.

17. COUNTY may, at its discretion, engage ECHO to provide consulting services such as expanding the utility of the software identified in Section I. Consulting services relate to all services not otherwise defined as maintenance above. Should COUNTY wish to engage ECHO to provide such consulting services, COUNTY shall submit a “Work Order” to ECHO. 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, ECHO will provide COUNTY an estimate of the number of hours/cost required to complete the requested task. Consulting services will only be performed after ECHO has received written authorization to proceed from COUNTY. Such authorization shall clearly identify the task to be performed and state the agreed upon method and amount of cost to complete the task. COUNTY shall be given an estimated **timeline** to complete tasks identified in Work Order.
18. ECHO will provide EDI network support and maintenance. The EDI network will link COUNTY to external services. The EDI network fee and EDS maintenance fees are included in the Network Maintenance charges set forth in Exhibit A.
19. TRAINING
  - a. ECHO **shall also** provide training services to COUNTY, at the request of COUNTY, for the charges set forth in Exhibit A.
  - b. ECHO will distribute to COUNTY a quarterly schedule of seminars, including class size limitations, three (3) months in advance of the first class.
  - c. Each training seminar will cover a previously announced curriculum relevant to the



operations and maintenance of the product software application and deliver the skills and abilities to perform the operations relevant to the training subject matter. <sup>0432</sup>

- d. Enrollment in each training seminar may be strictly limited by ECHO.
- e. COUNTY is responsible for all travel expenses associated with attending a training seminar:
- f. A minimum of twelve (12) training seminars will be offered by ECHO at ECHO facilities in California.
- g. COUNTY may purchase additional training, credits at the rate currently in effect at the signing of this contract.
- h. COUNTY may at its discretion ask ECHO to provide onsite training at a mutually agreeable time.
- i. COUNTY may receive a refund or credit toward future training seminars if it determines course material and subject matter is not relevant to their needs. Determination must be made within two (2) hours of course start time to qualify for a refund of ECHO fees.
- j. COUNTY will be responsible for payment of registration fees unless a cancellation is received, at the California facility, via **Email**, Facsimile or US Mail a minimum of seventy-two (72) hours prior to start of training seminar.
- k. ECHO will be required to conduct training seminar unless session is cancelled via **Email**, Facsimile or US Mail seventy-two hours prior to start of training session.

### **III. REPLACEMENT FOR INSYST PRODUCT**

After the first year of this Agreement, ECHO may offer a product or set of products to replace the INSYST Software and **Software** maintenance services provided under this Agreement so long as the replacement product(s) meet(s) or exceed(s) the substantial functionality **of the** INSYST Software, including the revenue enhancement component to the satisfaction of COUNTY. If COUNTY consents to such replacement product(s) and COUNTY is in good standing and has current maintenance agreement, ECHO shall provide COUNTY, and free of charge, the necessary licenses for the replacement product(s), except for third party products, to replace the equivalent INSYST Software license held by COUNTY. The maintenance fees associated with the replacement product(s) shall not exceed the maintenance fees for the INSYST product under this Agreement and may not be greater than publicly published prices for the product(s) as provided by ECHO to other clients.

### **Iv. RESPONSE GOALS**

ECHO will make a good faith effort to respond to COUNTY requests for telephone support between the hours of 8:30 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, within two (2)



hours, except for ECHO holidays. All support requests, whether received via telephone or electronic mail from COUNTY, shall be acknowledged by ECHO within one (1) business day. Any problems, as defined in Section II, with the Software or questions concerning the operation of the Software which have or may lead to a system failure, delay in the receipt of revenue, adversely affect client care or failure of the system to provide mandated reporting are ECHO's highest priority and will be responded to first.

#### ECHO Recognized Holidays

New Year's Day	Martin Luther King Day	Presidents Day
Memorial Day	Fourth of July	Labor Day
Columbus Day	Veterans Day (actual day)	Thanksgiving Day
Friday following Thanksgiving	Christmas and Christmas Eve after 12 PM	

## V. GENERAL

### 1. WARRANTY

- a. ECHO warrants that it will provide the maintenance Support Services specified in this agreement in accordance with all-applicable professional standards and practices. ECHO warrants the possession of all licenses and/or permits necessary to provide the services in Section II, MAINTENANCE AND SUPPORT SERVICES, as specified and required by the laws of the United States and the State of California. ECHO warrants that it has not granted any rights or licenses to third parties that conflict with this Agreement
- b. ECHO represents and warrants that all components of the standard Software will perform in compliance with the documentation set forth in the manual for the entire period of this agreement, except for minor, inconsequential discrepancies. **Software** specifically developed for COUNTY and not considered a part of the standard INSYST Software will be warranted for ninety (90) days after acceptance by COUNTY of the project deliverable products, or if a definitive rejection has not been made by COUNTY within thirty (30) days from delivery, the warranty will expire one hundred twenty (120) days after delivery.
- c. ECHO represents and warrants that the Software, as defined in Section I, will continue to function and properly perform processing in accordance with all documentation, specifications, or release notes including, without limitation, performance of functions related to calendar dates, notwithstanding the progression of time to a date on or after January 1, 2000.
- d. ECHO warrants that the Software, as defined in Section I, including any modifications made through the Support 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 COUNTY, COUNTY shall promptly notify ECHO, and ECHO shall defend such claim, in COUNTY's name, but at ECHO's



expense and shall indemnify COUNTY against any loss, cost, expense or liability, including but not limited to attorneys' fee and disbursements arising out of such claim subject to the limitations set forth in Paragraph 2 below. In the event such an infringement is found, ECHO may elect to either (i) procure the right to continued use of the Software, as defined in Section I, for COUNTY, or (ii) replace or modify the Software with non-infringing programs which conform with the applicable specification.

## 2. DEFAULT

If ECHO is in default of any of its obligations hereunder and ECHO has not commenced a cure within ten (10) days, and affected cure within sixty (60) days of receipt of written notice of default from the COUNTY, COUNTY may immediately withhold payment of charges without prejudice or loss of services prescribed herein, and at it's option terminate this Agreement. Events of default shall be ECHO's:

- a. 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 ECHO's property; or
- b. being adjudged bankrupt; or
- c. failure to perform its obligations as set forth in this Agreement.

## 3. CONFIDENTIALITY

ECHO acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning COUNTY or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, COUNTY's Confidential Information shall include information regarding COUNTY's business and information regarding COUNTY's reports, clients, providers, premiums and claims data. ECHO agrees that (a) it will use such information only as may be necessary in the course of performing duties under this Agreement, (b) it will treat such information as confidential and proprietary, (c) it will not disclose such information orally or in writing to any third party without the prior written consent of COUNTY, (d) it will take all reasonable precautions to protect the Confidential Information, and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, ECHO agrees to take at least such precautions to protect COUNTY's confidential and proprietary information as it takes to protect its own confidential and proprietary information. In addition, ECHO agrees not to disclose or utilize individual clients, provider or medical claim information in any way that would violate any physician-patient confidence or any state or federal laws or regulations. ECHO 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. Upon termination or expiration of this Agreement, ECHO will return to COUNTY or certify as destroyed all tangible items containing any of COUNTY's



proprietary or confidential information.

4. EMPLOYER/EMPLOYEE RELATIONSHIP

No relationship of employer and employee is created by this Agreement, it being understood that ECHO shall act hereunder as an independent contractor; that ECHO shall not have any claim under this Agreement or otherwise against COUNTY for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; that ECHO shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, and in connection therewith ECHO shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of ECHO's failure to pay such taxes; that ECHO does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned. Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law that ECHO is an employee for purposes of income tax withholding, COUNTY shall, upon two weeks notice to ECHO withhold from the payments to ECHO hereunder federal and state income taxes and pay said sums over to the federal and state governments.

5. CONFLICT OF INTEREST

ECHO, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Agreement to influence any governmental decision in which s/he knows or has reason to know that s/he has a financial interest under California Government Code Sections 87100, et seq., or otherwise. ECHO nor any family member of ECHO's employees shall serve on a COUNTY board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises ECHO's operations, or authorizes funding to ECHO.

6. ECHO EMPLOYEES AND EQUIPMENT

ECHO agrees that it has secured or will secure at its own expense all persons, employees and equipment required to perform support services required under this Agreement and that all such services will be performed by ECHO or under ECHO's supervision, by persons authorized by law to perform such activities.

7. SUBCONTRACTS

Functions undertaken by ECHO may be carried out under subcontracts only upon notification to COUNTY. All such subcontracts shall be in writing and shall abide by such Federal, State and local regulations which pertain to this Agreement, including, without



limitation, standard COUNTY terms and conditions which are required for all contracts. No subcontract shall terminate the legal responsibility of ECHO to COUNTY to ensure that all activities under this Agreement will be carried out.

8. APPLICABLE LAW

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws or principles. ECHO 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.

9. INDEMNIFICATION

- a. ECHO shall indemnify and hold harmless COUNTY, its agents, officers and employees from and against any and all loss, damage, injury, claims, liability, demands or liens (including payment of all damages, expenses, costs and attorneys' fees) in connection with ECHO, its agents', officers' or employees' performance under this Agreement subject to provisions set forth herein below.

Except for claims for bodily injury or property damage to the extent caused by the negligent or intentional misconduct of ECHO, its employees or agents, and not arising from use of maintained software, ECHO's liability for damages under this Agreement shall in no event exceed the value of the contract maximum dollar amount.

ECHO shall not indemnify and hold harmless COUNTY from and against any loss, damage, injury liability, claim, demand or lien caused solely by the negligence or intentional wrongdoing of COUNTY. COUNTY shall notify ECHO promptly of any known written claims or demands against it in connection herewith.

- b. COUNTY shall indemnify and hold harmless ECHO, its agents, officers and employees from and against any and all loss, damage, injury, claims, liability, demands or liens (including payment of all damages, expenses, costs and attorneys' fees) in connection with COUNTY, its agents', officers' or employees' performance under this Agreement subject to provisions set forth herein below.

Except for claims for bodily injury or property damage to the extent caused by the negligent or intentional misconduct of COUNTY its employees or agents, and not arising from use of maintained software, COUNTY's liability for damages under this Agreement shall in no event exceed the value of the contracts maximum dollar amount.

COUNTY shall not indemnify and hold harmless ECHO from and against any loss, damage, injury liability, claim, demand or lien caused solely by the negligence or intentional wrongdoing of ECHO. ECHO shall notify COUNTY promptly of any known written claims or demands against it in connection herewith.



10. COUNTY shall be given thirty (30) days written notification of pending assignment of this Agreement by ECHO. <sup>0437</sup>

11. TIME OF THE ESSENCE

Time is of the essence in each and all the provisions of this Agreement.

12. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

13. CONFORMITY WITH LAW AND SAFETY

ECHO shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments hereto, and all applicable federal, state municipal, and local safety regulations. All services performed by ECHO must be in accordance with these laws, ordinances, codes and regulations. ECHO shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, ECHO shall immediately notify the COUNTY (or the COUNTY Risk Manager's Office) by telephone. ECHO shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents that occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of ECHO's subcontractor, if any; (3) name and address of ECHO's liability insurance carrier; and (4) a detailed description of the accident and whether any of the COUNTY's equipment, tools, material or staff were involved

14. FEDERAL AND STATE AUDITS

Until the expiration of five years after the furnishing of any services pursuant to this Agreement, ECHO shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, this Agreement and such books, documents, and records of ECHO that are necessary to certify the nature and extent of the reasonable costs of services to COUNTY. This paragraph shall be of no force and effect when and if it is not required by law. COUNTY shall have access to ECHO's financial records for purposes of audit. Such records shall be complete and available for audit ninety (90) days after final payment hereunder and shall be retained and available for audit purposes for five years after final payment herein.



15. EMPLOYMENT ELIGIBILITY

Persons providing services under this contract will be required to, provide the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the contract as required by the Immigration Reform and Control Act of 1986.

16. USE OF COUNTY PROPERTY

ECHO shall not use COUNTY premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

17. NON-DISCRIMINATION

ECHO assures that they will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.

- a. ECHO shall in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- b. ECHO shall, if requested to do so by COUNTY, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. ECHO shall recruit vigorously and encourage minority and women-owned businesses to bid its subcontracts
- d. Nothing contained in this contract shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- e. ECHO shall include the provisions set forth in paragraphs a through e (above) in each of its subcontracts.



18. DRUG-FREE WORKPLACE

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ECHO and ECHO's employees shall comply with Federal policy of maintaining a drug-free workplace. Neither ECHO nor ECHO's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If ECHO or any employee of ECHO is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, ECHO within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

19. This agreement in total, including all exhibits as referenced, shall be governed by the laws of the State of California and constitutes the entire agreement between the parties herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with ECHO respecting to matters set forth herein. This section does not apply to work requests authorized prior to this agreement. This agreement may only be modified by a written document signed by authorized representatives of both parties. The terms and provisions of this agreement shall prevail over any conflicting, additional or other terms regarding maintenance issues.

**VI. CONTRACT TERM**

The initial contract period shall begin July 1, 1999, and continue for the period of time in which the COUNTY Agreement is in effect, however, the initial period shall last no later **than June 30, 2000**. Thereafter, the Agreement shall automatically renew for successive one-year periods, unless either party gives the other party written notice of its intent to terminate at the end of the then-current term, at least 90 days prior to the end of any term. ECHO shall provide COUNTY with new annual rates at least 120 days prior to the end of any annual term.

**VII. CONTRACT MAXIMUM**

The maximum amount of this contract is as set forth in Exhibit A, not to exceed \$145,000.

**VIII. PAYMENTS**

1. COUNTY shall pay all fees required under this Agreement for maintenance and support and, such fees shall not exceed the total fees specified in Exhibit A for the annual period. The COUNTY reserves the right to charge off additional services either to the contractual amount agreed to in Exhibit A or to supplementally contract with ECHO for additional services at the COUNTY's discretion. COUNTY shall reimburse ECHO for all COUNTY authorized travel expenses incurred by ECHO in performing under this Agreement. Expenses for travel shall not exceed the COUNTY's reimbursement rates as specified by COUNTY Policy.
  - a. The annual maintenance and Support Service fees for 1999-2000 are set forth in the attached fee schedule titled *Exhibit A*.



- b. Annual maintenance and support service fees shall be payable (on-a monthly or quarterly basis), in advance, as indicated depending upon the option selected by the COUNTY in Exhibit A. Payment to ECHO will be made only upon presentation of a proper claim by ECHO subject to approval of the COUNTY agency for which the services have been performed.
2. Payment for ECHO hourly services billed to COUNTY is due thirty (30) days following receipt of invoice by COUNTY. Invoices will be sent to COUNTY upon completion of COUNTY authorized deliverables. For purposes of this Agreement, receipt shall be presumed to occur five (5) working days following the date of posting absent proof of actual receipt.

Shipment of updates, corrections, or other **software** by ECHO will be by electronic submission except by prior arrangement with COUNTY to utilize the next lowest cost carrier. Request by COUNTY for faster shipment will result in the difference of the shipping cost utilizing the lowest cost carrier to the shipping cost utilizing a faster carrier being borne by COUNTY.

#### **Ix. TERMINATION**

- a. Either COUNTY or ECHO, at its discretion, may terminate this Agreement, at any time, by giving the other party to this agreement ninety (90) days written notice of termination.
- b. Should COUNTY elect to terminate this Agreement, ECHO shall use its best efforts to minimize time expended and costs incurred after receipt of notice of termination and COUNTY shall not be obligated to pay for Support/Maintenance/consultation services subsequent to the ninetieth (90th) day after ECHO has received written notice of termination from COUNTY or any Services not fully performed, and ECHO shall not be requested to provide services following 90 days,
- c. Should COUNTY elect to terminate this Agreement, COUNTY shall be obligated to pay for all Maintenance Services and Support up to the final day of this Agreement, which shall be the ninetieth (90th) day after ECHO has received written notice of termination from COUNTY.
- d. In the event COUNTY has pre-paid ECHO for services beyond the time covered by the ninety (90) day notice, ECHO will refund COUNTY a minimum of ninety per cent (90%) of prorated fees paid.
- e. The terms of this Agreement relating to Employer/Employee Relationship, Conformity with Law and Safety, Payment of Taxes, Confidentiality of Information, Indemnification and Federal and State Audits shall survive the termination of this Agreement.



X. **WRITTEN NOTICES .**

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All notices herein provided to be given or which may be given by either party, to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, **registered** or certified, and postage prepaid and addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit.

**TO CONTRACTOR:**

Roger J. L. Grenier, Chief Financial Officer  
ECHO Management Group  
1620 East Main Street  
Center Conway, NH 03 8 13-0540  
Telephone: (603) 447-5453  
Voice Mail Ext. 302  
Fax: (603) 447-2037  
Email: [Roger@echoman.com](mailto:Roger@echoman.com)

**TO COUNTY:**

**Rama** Khalsa, Mental Health Director  
County of Santa Cruz  
HSA Mental Health  
1400 Emeline Ave.  
Room 208  
Santa Cruz, CA 95060  
Telephone (83 1) 454-4767  
Fax (83 1) 454-4663

XI. **INSURANCE**

ECHO shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property, which may arise from, or be in connection with the performance of the work hereunder by ECHO, his agents, representatives, employees, and subcontractors. At the very least, ECHO shall maintain insurance coverage, limits of coverage and other insurance requirements as described in Attachment I to this contract.

XII. **MISCELLANEOUS PROVISIONS**

1. **PRESENTATION OF CLAIMS**

Presentation and processing of any 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.



Exhibit A  
Fee Schedule

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**Santa Cruz:**

**ECHO Products:**

	OPTION A Monthly Prepayment	OPTION B Quarterly Prepayment	OPTION A Yearly Totals 07/1/99 - 6/30/00	OPTION B Yearly Totals 07/1/99 - 6/30/00
		Beg with the 1/1-3/31/00 qtr		
MHS Maintenance:	\$ 4,281.55	\$ 11,560.18	\$ 51,378.57	48,809.64
MH Appoint Sched Maint	125.06	337.67	1,500.75	1,425.71
MHS Dynamic Data :	51.04	137.80	612.44	581.81
MHS ECI Maintenance	229.90	620.72	2,758.74	2,620.80
CASP Maintenance	345.52	932.89	4,146.20	3,938.89
cCura3- Integration Maintenance	390.63	1,171.88	4,687.50	4,687.50
EDS Maintenance Fee	235.55	635.97	2,826.56	2,685.23
<b>SUB TOTAL :</b>	<b>\$ 5,659.23</b>	<b>\$ 15,397.11</b>	<b>\$ 67,910.75</b>	<b>\$ 64,749.58</b>

**3rd Party Products:**

Oracle Rdb Support (calendar 1999)	204.01	612.04	2,448.16	2,448.16
<b>SUB TOTAL</b>	<b>\$ 204.01</b>	<b>\$ 612.04</b>	<b>\$ 2,448.16</b>	<b>\$ 2,448.16</b>

<b>TOTAL :</b>	<b>\$ 5,863.24</b>	<b>\$ 16,009.15</b>	<b>\$ 70,358.91</b>	<b>\$ 67,197.74</b>
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\* The above fees do not include training or other additional charges.

\* Travel to the County will be billed at 1/2 the published rate listed below.

**Optional:**

Technical Support	225/hr
Network Consultation	225/hr
Data Analysis	225/hr
Training Credits	450/credit
Custom Enhancement/Product Development	225/hr

\* The Quarterly Prepayment option is available beginning with the Jan-Mar Prepayment



## ATTACHMENT I

### INSURANCE REQUIREMENTS FOR COUNTY CONTRACTS

#### Insurance

- a. ECHO, 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 COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of ECHO's insurance coverage and shall not contribute to it.
- b. If ECHO utilizes subcontractors in the performance of this Agreement, ECHO 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 ECHO 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 ECHO has no employees.
  - 2) Automobile Liability Insurance for each of ECHO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by ECHO'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.
- d. Other Insurance Provisions
  - 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, ECHO 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. ECHO 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.

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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, and volunteers are added as an additional insured only-as respects the operations and activities of, or on behalf of, ECHO under this Agreement with the County of Santa **Cruz**”.

3) All required insurance shall provide 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) ECHO agrees to provide COUNTY 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.