

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 03/22/16

**REQUESTED ACTION:** That the County Manager approve an Interlocal Agreement with Great Rivers Behavioral Health Organization for an Electronic Health Record System.

Consent     Hearing     County Manager

### BACKGROUND

This Interlocal Agreement will provide an Electronic Health Record system for the Crisis Services unit of the Department of Community Services. The annual amount of the contract shall not exceed \$40,000 and will include software license costs, maintenance and support, program development including custom programming, and the possible purchase of additional system portals for other mental health agencies involved in the delivery of crisis service care to persons with mental illness.

The first year of this contract will be funded by a grant from Southwest Washington Behavioral Health.

- This is a new project
- This is a continuation of an existing project

### COUNCIL POLICY IMPLICATIONS

There are no known Council policy implications.

### ADMINISTRATIVE POLICY IMPLICATIONS

There are no known administrative policy implications.

### COMMUNITY OUTREACH

None

### BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

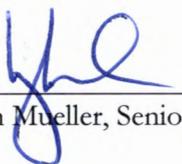
**BUDGET DETAILS**

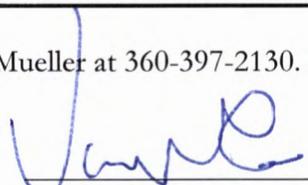
Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$40,000
Account	Fund 1952 (Southwest Washington Behavioral Health Grant)
Company Name	Great Rivers Behavioral Health Organization (2016-BH2-03)

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

For questions please contact Harold Rains or Lynn Mueller at 360-397-2130.

 03/22/16  
 Lynn Mueller, Senior Management Analyst

  
 Vanessa Gaston, Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:**   
 Mark McCauley, Acting County Manager

DATE: 3/28/16

**BUDGET IMPACT ATTACHMENT – NONE**

**Part I: Narrative Explanation**

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

II. A – Describe the type of revenue (grant, fees, etc.)

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$0	\$0	\$0	\$0	\$0	\$0

**SOFTWARE SUPPORT SERVICES AGREEMENT**

between

**Great Rivers Behavioral Health Organization**

and

**Clark County**

Contract Number: 20160144  
Contract Period: April 1, 2016 until terminated

Purpose: To provide software, support and ASP service provided by Netsmart Technologies

Great Rivers Behavioral Health Representative:  
Marc Bollinger, Chief Executive Officer, (360) 219-6453

Clark County Crisis Services Representative:  
Jeffrey L. Hite, Program Manager, 360/397-8191 ext. 7665

Great Rivers Behavioral Health Organization, hereinafter referred to as "GRBHO," and Clark County, by and through its Department of Community Services, hereinafter referred to as "Contractor," agree to the terms and conditions of this Agreement by signing below. This Agreement is effective upon signature of the parties.

This Agreement consists of the following:

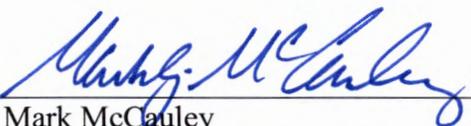
- Terms and Conditions of Usage

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated below:

**FOR GREAT RIVERS BEHAVIORAL HEALTH**

**FOR CLARK COUNTY**

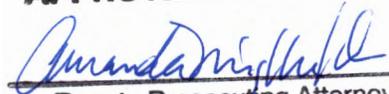
By: \_\_\_\_\_  
Marc Bollinger  
Chief Executive Officer

By:   
Mark McCauley  
Acting County Manager

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

Date: 3/28/16

**APPROVED AS TO FORM**

  
Deputy Prosecuting Attorney

**TERMS AND CONDITIONS OF USAGE FOR  
WASHINGTON STATE CONSORTIUM  
NETSMART CONTRACT**

1. PURPOSE AND BACKGROUND

- 1.1. The purpose of this Agreement is to define the terms under which Contractor shall receive services as described in the contract between GRBHO and Netsmart Technologies (NT), incorporated herein by reference.
- 1.2. For background of this Agreement, an understanding of the relationships of the entities is required. The Washington State Rural Consortium (WSC) was created as an association of Regional Support Networks (RSN) in the state of Washington that undertook the evaluation and purchase of software to obtain a consistent voice and a better pricing structure. Because the WSC is not a legal entity, the software purchase was made by Clark County with interlocal agreements made between Clark County and each WSC Participating Member. With the establishment of the new multi-county RSN called Southwest Washington Behavioral Health (SWBH), the original Clark County contract with Netsmart was assigned to SWBH effective October, 1, 2012. SWBH assumed all rights and obligations previously held by Clark County as a party to that contract. On July 1, 2015 all of SWBH rights were assigned to Timberlands Regional Support Network, whose rights and obligations will be transferred to GRBHO, effective April 1, 2016.

2. EXTENT OF AGREEMENT

This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following order of precedence shall apply:

- 2.1. Federal laws and regulations
- 2.2. State laws and regulations
- 2.3. Service Provisions
- 2.4. Terms and Conditions

3. DURATION OF AGREEMENT

The term of this Agreement is for the period from April 1, 2016, until terminated in accordance with the termination clause of this Agreement.

4. DOCUMENTS INCORPORATED BY REFERENCE

The original contract between Clark County, Washington and Creative Socio Medics, Inc. (later Netsmart Technologies, Inc.) identified as Contract #2002-CSM-01 and all subsequent modifications and novation documents are hereby incorporated into this agreement by reference.

5. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing ninety (90) days prior to termination.

Termination by GRBHO for Cause - GRBHO may terminate this Agreement in whole or in part for a substantial and material breach by Contractor, provided that, prior to termination, GRBHO shall send Contractor a written statement describing the breach. Termination correspondence shall be delivered by certified mail, return receipt requested.

GRBHO may terminate this agreement with Contractor in the event of a breach of contract by Netsmart Technologies, Inc. that renders GRBHO unable to provide the services described in this agreement.

In the event that either party terminates this Agreement, the Contractor shall have the right to contract directly with Netsmart or its successors for continued use of the Avatar application, software upgrades, maintenance of the application, and/or technical support for the Contractor's users.

In the event that GRBHO terminates the Agreement, and GRBHO has the authority, GRBHO shall allow Netsmart or Clark County, including their successors or designees, to access the common data system for up to 120 additional days in order to migrate Clark County's data from a GRBHO-controlled data repository to a data repository under the care, custody, and control of Clark County or its designee.

6. RELATIONSHIP OF THE PARTIES

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party shall be solely and entirely responsible for the acts of its agents, subcontractors, or employees. This agreement is for the benefit of the parties, no third party beneficiary relationship is intended.

7. PAYMENT

**ASP and Support Services for AVATAR (monthly)**

<b>Clark County Provider</b>	<b>Users</b>	<b>\$113 per license monthly Payment</b>
Clark County Crisis Services	20	\$2,260
<b>TOTAL</b>		<b>\$2,260</b>

The Contractor shall pay GRBHO the costs of One Hundred Thirteen Dollars (\$113.00) for licensing, software project management, applicable support services, and ASP services. The costs above do not include taxes or GRBHO Indirect. The Contractor shall provide payment to GRBHO in accordance with the provisions below:

- 7.1. Avatar Licenses: The Contractor will pay the costs of the licenses assigned and accepted by the Contractor. The cost per license will be initially \$113 per month and includes use of current software, helpdesk support, and project management. The license cost will be adjusted as consortium member numbers change. This will be reviewed and adjusted quarterly. The payment is due on the first day of the month of service.
- 7.2. GRBHO Administrative Costs: The cost to Contractor for overhead costs, which are limited to indirect costs, contract, and finance costs, is two point five percent (2.5%) of payments. This amount shall be included in each payment by the Contractor. The percent charged for these costs will be reviewed annually.
- 7.3. Late Penalty: Payments more than 30 days late may be assessed a late charge not to exceed five percent (5%) of the late payment. This late fee may be added for each month the payment is late.
- 7.4. Because Contractor has been utilizing the Avatar system as a provider of SWBH, GRBHO hereby waives the standard set up and development cost it would otherwise charge for new members, as well as consortium development costs.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor shall be responsible for and shall indemnify and hold GRBHO, its officials, employees and agents harmless from all liability resulting from the acts or omissions of the Contractor, its officials, employees, agents and subcontractors. GRBHO shall be responsible for and shall indemnify and hold the Contractor, its officials, employees and agents harmless from all liability resulting from the acts or omissions of GRBHO, its officials, employees, and agents.

9. NOTICE

Any notices to be given under this Agreement shall be delivered, via certified mail, return receipt requested, to:

To GRBHO:                      Marc Bollinger  
Great Rivers Behavioral Health Organization  
57 West Main Street, Suite 260  
Chehalis, WA 98532

To Contractor:                Clark County  
Department of Community Services  
P.O. Box 5000  
Vancouver, WA 98666  
Attn: Contract Unit

The name and address to which notices shall be directed may be changed by either the Contractor or GRBHO by giving the other party written notice of such change as provided in this section.

10. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

11. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly-authorized agents of both parties.

12. APPLICABILITY OF LAW

12.1. This Agreement is and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that all Agreements and Statements of Work shall be governed by laws of the State of Washington, both as to interpretation and performance.

12.2. Venue shall be Lewis County.

### 13. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

### 14. SERVICE PROVISIONS

14.1 The Netsmart Technologies, Inc. contract grants GRBHO a non-exclusive, perpetual non-transferable license to use Netsmart software or to have the software used on its behalf by Netsmart Technologies, Inc. providing Application Service Provider Services. This Agreement does not grant GRBHO or the Contractor the right to make copies of the licensed programs unless written prior approval has been received from Netsmart Technologies, Inc. The Contractor agrees to abide by all restrictions and limitations on use of Licensed Programs and third party programs included in the GRBHO and Netsmart Technologies, Inc. contract.

14.2 Points of Contact. GRBHO will assign a point of contact who will be responsible for all services delivered under this Contract. Contractor will appoint its own Representative who will be responsible for working with GRBHO on all NETSMART issues.

14.3 Method of Delivery.

- i) NETSMART will be delivered through remote connectivity to GRBHO's systems.
- ii) Production Domains. NETSMART will be provided for one (1) production domain and one (1) nonproduction domain that GRBHO utilizes for the Applications.

14.4 NETSMART Scope includes:

- i) Maintenance of Applications. The NETSMART team will address maintenance changes to the Applications, which includes changes to forms, reports and interfaces. Request for maintenance changes will be vetted by existing governance structures at the GRBHO site. Four (4) monthly maintenance changes are included as part of this Addendum. The NETSMART team will participate in Change Control meetings on a weekly basis where GRBHO's change control process will be utilized in order to approve Application changes submitted by the NETSMART team.
- ii) Monthly Reporting. The NETSMART team will report on issues opened and closed by the NETSMART team and provide guidance on systematic End User training issues and observed system issues. The report will include quantitative as well as some qualitative measures. The monthly report will be sent to and discussed with the GRBHO Representative. GRBHO will be responsible for addressing any specific training areas identified jointly through the monthly reports. Netsmart will address or provide a plan on

overall system issues. If the system issues are database, hardware or network related, GRBHO will be responsible to for addressing those issues.

- iii) Application System Analysis. The NETSMART team will review the overall application process and workflows and take proactive, corrective actions as needed. The system analysis process will be conducted regularly and reported in the monthly reports when appropriate. Netsmart best practices will be reviewed against current settings and will be the focus of the ongoing proactive efforts.
- iv) System Change Control Process Review. The NETSMART team will participate in System Change Control meetings and perform approved Netsmart solution related changes stemming from maintenance of the Applications as well as new reports. Details of the Netsmart solution related changes will be captured in each individual case including the approvals to move the change into production.
- v) Report Writing. As part of this agreement, Netsmart is dedicated to providing up to two (2) new reports developed monthly for the region. The requests will be executed and reviewed through the System Change Control Process. New reports will be scoped at the time of submission and estimated for work effort. Anything over forty (40) hours of estimated effort for one report is excluded from scope or can be counted as multiple reports if mutually agreed.
- vi) State Reporting.
  - a) Update existing definitions to reflect changes in Southwest Region MH/Crisis Reporting specifications
  - b) Updates to modeled forms necessary for MH/Crisis reporting changes
  - c) Create new definitions for CD program services (if applicable)
  - d) Create/Update modeled forms necessary for CD program requirements (if applicable)
- vii) Help Desk Services. The NETSMART team will receive ticket escalations to support level 2 help desk tickets that are escalated from GRBHO.
  - a.) Netsmart expects approximately 275 level 2 escalations to be received on an annual basis.
  - b.) Netsmart will receive ticket escalations via email.
  - c.) Netsmart will receive tickets from the GRBHO 'super user' group which is 20 staff.
  - d.) Netsmart will respond to ticket escalations by next business day.
  - e.) Netsmart will resolve tickets or update the ticket history every 48 hours.
- viii) Training Services. The Learning Managed Services team is budgeted at 8 hours per month to develop GRBHO specific training guides (either written or electronic) or to provide go live support for planned role out of new features/changes. The maintenance work on the Avatar system each month may point to necessary training tasks that would improve user experience and knowledge.

14.5. NETSMART Scope Exclusions:

The following items are specifically excluded from the scope of work under this contract:

- a) Project work or implementation services
- b) Upgrade services
- c) New location rollouts
- d) Training time that exceeds 96 hours per year.
- e) 3<sup>rd</sup> party applications
- f) Changes to source code
- g) Web services/Scriptlink
- h) Technical infrastructure and corresponding infrastructure services

15. PROGRAMMING DECISIONS

Because Contractor has been utilizing the Avatar system as a provider of SWBH, it is not required to share in the development costs paid by the consortium members; however, any and all programming decisions regarding the Avatar system shall be made at the sole discretion of, consortium membership, according to its by-laws.

16. ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Interlocal Contract shall be in writing and signed by both parties.

17. CUSTOM PROGRAMMING AND OTHER SERVICES

If, at any time during this agreement, Contractor or any other service not specified herein for training, program management, or other purposes, said programming and/or other costs will be subject to approval by GRBHO and shall be the sole financial responsibility of Contractor.