

# Bureau of Legislative Research



State Capitol, Room 315  
 Little Rock, Arkansas 72201  
 Phone: (501) 682-1937 Fax: (501) 682-1936  
[www.arkleg.state.ar.us](http://www.arkleg.state.ar.us)

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## Memorandum

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**DATE** : October 2, 2015  
**TO** : Joint Performance Review Committee  
**FROM** : Jessica Beel, Legislative Attorney  
**SUBJECT** : Summary of Payment Terms and Obligations of the Parties in the Purchase Order between CoCentrix and DHS

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**Purchaser:** The Department of Human Services (hereafter "DHS")

**Vendor:** CoCentrix, Inc.

**Time of Validity:** October 14, 2013 to June 30, 2014

**Purpose of Contract:** "To provide Arkansas and DHS-Division of Medical Services with a web-based interRAI CMH assessment instrument software application per:

- CoCentrix Pilot Project Performance Indicators;
- AR DHS 4001 Business Associate Agreement;
- CoCentrix Budget FY2014;
- CoCentrix Employment Practices;
- DMS Clean Copy Arkansas BH Pilot Test;
- DMS Requirements for Behavioral Health Pilot testing Dated August 30, 2013"

**Payment Terms:** \$65,625.00

Payment will be made after commodities or services are delivered, accepted, received, and invoiced. A payment will not be made prior to the delivery of commodities or services.

Any billings for services rendered during a state fiscal year that are submitted within ninety (90) days of the end of fiscal year will not be paid.

If the contract is terminated, payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by DHS shall be a price mutually agreed upon by CoCentrix and DHS.

## **Obligations of Vendor:**

CoCentrix shall:

1. Comply with all DHS policies governing privacy and security of confidential information;
2. Implement and maintain reasonable security procedures and practices appropriate to the nature of the confidential information;
3. Comply with the Business Associate Agreement;
4. Disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach;
5. Ensure that its product comply with the state's Shared Technical Architecture Program
6. Not discriminate against any qualified employee or qualified applicant for employment because of race, color, creed, national origin, or ancestry and include a similar provision binding upon all subcontractors;
7. Be fully responsible for all work performed under the contract;
8. Pay all expenses of legal action to enforce any provision of the contract including attorney's fees and costs at all stages of litigation;
9. Grant access to its records upon request by state or federal government entities or any of their duly authorized representatives;
10. Ensure the information technology meets certain statutory requirements relating accessibility by person with visual impairments;
11. Submit to the state all outstanding claims within ten (10) working days after the receipt of a notice of termination;
12. Retain all records for five (5) years (or six (6) years for protected healthcare information) after final payment is made under the contract or any related subcontract; and
13. Comply with state audit requirements as outlined in the Arkansas State of Human Services Audit Guidelines.

CoCentrix may:

1. Enter into written subcontracts for performance of certain functions under the contract, upon prior written consent of DHS

## **Obligations of Purchaser:**

DHS shall:

1. Submit the Equal Employment Opportunity (EEO) Policy of CoCentrix to the Office of State Procurement who will maintain a file of all vendor EEO policies received;
2. Have the right to enter the contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed; and
3. Have the right to set-off any money that CoCentrix owes DHS from the payment by DHS to CoCentrix under the contract.

DHS may:

1. Cancel the contract to the extent that funds are no longer legally available for expenditures under this contract;
2. Cancel the contract unilaterally at any time for any reason by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery; and
3. Cancel the contract in whole or in part when DHS determines that CoCentrix or its subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.



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## Memorandum

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**DATE** : October 2, 2015  
**TO** : Joint Performance Review Committee  
**FROM** : Jessica Beel, Legislative Attorney  
**SUBJECT** : Summary of Payment Terms of Amendment 1 to License Agreement between CoCentrix and DHS

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**Purchaser:** The Department of Human Services (hereafter "DHS")

**Vendor:** CoCentrix, Inc.

**Time of Validity:** October 20, 2014

**Purpose of Amendment:** Amends the License Agreement with regards to the payment terms and the fees established in Schedule I

Specifically, the following terms and/or fees have been amended:

1. The Licensing fee for CoCentrix CCP Provider Access licenses was increased to \$65 and the license quantity was reduced to 20,000;
2. The additional user fees were modified; and
3. The support and maintenance service fees were reduced.

The highlighted portions within the Payment Terms show the amendments.

**Payment Terms:** Approximately a total of \$15,531,399 [with \$7,047,600 for licensing fees for Licensed Programs, \$1,104,100 for service fees, and \$7,379,699 for support and maintenance services]

Licensed Programs: \$7,047,600

The following fees are for the following Licensed Programs:

<b>Licensed Program</b>	<b>Fee</b>	<b>QTY</b>	<b>Total Fee</b>	<b>Payment Terms</b>
CoCentrix CCP Enterprise License	\$1,000	5,500	\$5,500,000	Upon execution
CoCentrix CCP Provider Access License	\$65	20,000	\$1,300,000	Upon execution
CoCentrixccp Client Portal	\$115,000	1	\$115,000	90 days from execution
CoCentrix CareTiles Professional User License	\$0	100	\$0	N/A
First Data Bank Content - AR DHS 3,500 Users	\$52,500	1	\$52,500	Annual Fee which is subject to an annual 3% increase; First year fee due 90 days from execution
First Databank Content - 1,112 Residential Beds	\$30,600	1	\$30,600	Annual Fee which is subject to an annual 3% increase; First year fee due 90 days from execution
DSM 5 Codes	\$49,500	1 (5,500 Users)	\$49,500	Annual Fee which is subject to an annual 3% increase; First year fee due 90 days from execution

The following fees are for any additional users:

<b>Blocks of Additional Users</b>	<b>Fees</b>	<b>Payment Terms</b>
Each additional block of 100 ccp Enterprise licenses	\$100,000	Upon purchase
Each additional block of 1,000 ccp Provider Access licenses purchased prior to 06/01/2015	\$45,000	Upon purchase
Each additional block of 1,000 ccp Provider Access licenses purchased after to 06/01/2015	\$250,000	Upon purchase
Each additional CareTiles Professional User license	\$300	Upon purchase

Service Fees: \$1,104,100

<b>Service</b>	<b>Fee</b>	<b>QTY</b>	<b>Total Fee</b>	<b>Payment Terms</b>
Installation and Set-Up of test, production, and training environment	\$30,000	3	\$90,000	Upon completion of Software Installation
Conversion	\$20,000	2	\$40,000	Upon completion of each conversion
Implementation Services	\$639,900	1	\$639,900	As incurred
Training	\$112,200	1	\$112,200	As incurred
Hosting Set-Up Fee (Per Environment)	\$6,000	3	\$18,000	Upon execution
Hosting (Cloud) Services Fee	\$8,000	3	\$24,000	Monthly for first three months
Additional Custom Report Development (80 Reports)	\$225 per hour	800	\$180,000	As incurred

<b>Interfaces</b>	<b>Cost per Interface</b>	<b>Payment Terms</b>
MMIS	\$20,000	Upon completion
Eligibility (Answer/EEF)	\$20,000	Upon completion
ARShare (HIE)	\$20,000	Upon completion
Additional Interfaces	\$20,000	Upon completion

If on-site meetings are requested, DHS shall reimburse CoCentrix for all travel and per diem expenses incurred while performing services at the DHS facilities as follows:

Airfare (coach):	Cost
Lodging:	Cost
Meals:	\$50 per day
Rental Car:	Cost
Personal Vehicle Use:	Current Federal Rate per mile

For additional services, the following hourly rates apply:

CCP Consultant	\$225	Training Services	\$175
Project Manager	\$250		
Clinical Consultant	\$275		
Application Consultant	\$250		
Billing Consultant	\$200		
Technical Consultant	\$200		

Support and Maintenance: \$7,379,699

<b>Licensed Programs (Named Users)</b>	<b>Annual Fee</b>
CoCentrix CCP Enterprise License	\$1,000,000
CoCentrix CCP Provider Access License	\$390,000
CareTiles Professional User License (if additional licenses are purchased)	\$60 Each

For the four (4) annual renewal periods following the initial year, the annual Support Services fees for the Licensed Programs are:

Year 1	\$1,390,000
Year 2	\$1,431,700
Year 3	\$1,474,651
Year 4	\$1,518,891
Year 5	\$1,564,457

Additional customized assistance outside of the scope of the Support Services may be provided. The additional assistance will be charged at the negotiated current rate per hour, plus travel and per diem expenses.

The payment for licensing and services shall be payable upon the occurrence of the events and at latest within thirty (30) days of invoice receipt.

The payment for support and maintenance shall be payable within thirty (30) days of the invoice receipt. The first month of the support and maintenance services fee begins ninety (90) days from execution of the agreement.

DHS shall, where obligated by law to do so, directly pay all applicable taxes relating to or assessable against the Licensed Programs and Services.

If the contract is terminated by DHS, the following payment terms apply:

1. Payment shall be made for completed services or deliverables delivered to and approved by DHS at the contract price; and
2. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by DHS shall be a price mutually agreed upon by CoCentrix and DHS.



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## Memorandum

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**DATE** : October 2, 2015  
**TO** : Joint Performance Review Committee  
**FROM** : Jessica Beel, Legislative Attorney  
**SUBJECT** : Summary of the Payment Terms and Obligations of the Parties to the License Agreement between CoCentrix and DHS

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**Purchaser:** The Department of Human Services (hereafter "DHS")

**Vendor:** CoCentrix, Inc.

**Time of Validity:** June 3, 2014 to June 30, 2019 (a five(5)-year term with renewal periods of one (1) year)

**Purpose of Contract:** For DHS to license specific programs and services as well as receive support and maintenance of the licensed programs

Product Name	Function	Licensor
CoCentrix CCP	CaseManagement and EHR	CoCentrix, Inc.
CareTiles	Patient Engagement	CoCentrix, Inc.
Dynamics CRM	Development Platform	Microsoft Corporation
DSM-IV and DSM-5 Codes	Diagnostic Coding System	American Psychiatric Association
InterRAI Assessment Tool	Uniform Assessments	InterRAI
FDB MedKnowledge, USA Enhanced Clinical Solution Database FDB MedKnowledge API, CPOE/EMAR/Ambulatory FDB OrderKnowledge	Medication Database for Medication entry, CPOE, EMAR	First Data Bank
Biz Talk	Utility	Microsoft Corporation
Windows Server	Utility	Microsoft Corporation
SQL Server	Database	Microsoft Corporation

**Payment Terms:** Approximately a total of \$18,058,722 [with \$7,817,600 for licensing fees for Licensed Programs, \$1,104,100 for service fees, and \$9,137,022 for support and maintenance services]

Licensed Programs: \$7,817,600.00

The following fees are for the following Licensed Programs:

<b>Licensed Program</b>	<b>Fee</b>	<b>QTY</b>	<b>Total Fee</b>	<b>Payment Terms</b>
CoCentrix CCP Enterprise License	\$1,000	5,500	\$5,500,000	Upon execution
CoCentrix CCP Provider Access License	\$45	46,000	\$2,070,000	Initial Purchase of 46,000 licenses to be completed by December 31, 2014
CoCentrixccp Client Portal	\$115,000	1	\$115,000	90 days from execution
CoCentrix CareTiles Professional User License	\$0	100	\$0	N/A
First Data Bank Content - AR DHS 3,500 Users	\$52,500	1	\$52,500	Annual Fee which is subject to an annual 3% increase; First year fee due 90 days from execution
First Databank Content - 1,112 Residential Beds	\$30,600	1	\$30,600	Annual Fee which is subject to an annual 3% increase; First year fee due 90 days from execution
DSM 5 Codes	\$49,500	1 (5,500 Users)	\$49,500	Annual Fee which is subject to an annual 3% increase; First year fee due 90 days from execution

The following fees are for any additional users:

<b>Blocks of Additional Users</b>	<b>Fees</b>	<b>Payment Terms</b>
Each additional block of 500 ccp Enterprise licenses	\$500,000	Upon purchase
Each additional block of 1,000 ccp Provider Access licenses	\$45,000	Upon purchase
Each additional CareTiles Professional User license	\$300	Upon purchase

Service Fees: \$1,104,100

<b>Service</b>	<b>Fee</b>	<b>QTY</b>	<b>Total Fee</b>	<b>Payment Terms</b>
Installation and Set-Up of test, production, and training environment	\$30,000	3	\$90,000	Upon completion of Software Installation
Conversion	\$20,000	2	\$40,000	Upon completion of each conversion
Implementation Services	\$639,900	1	\$639,900	As incurred
Training	\$112,200	1	\$112,200	As incurred
Hosting Set-Up Fee (Per Environment)	\$6,000	3	\$18,000	Upon execution
Hosting (Cloud) Services Fee	\$8,000	3	\$24,000	Monthly for first three months
Additional Custom Report Development (80 Reports)	\$225 per hour	800	\$180,000	As incurred

<b>Interfaces</b>	<b>Cost per Interface</b>	<b>Payment Terms</b>
MMIS	\$20,000	Upon completion
Eligibility (Answer/EEF)	\$20,000	Upon completion
ARShare (HIE)	\$20,000	Upon completion
Additional Interfaces	\$20,000	Upon completion

If on-site meetings are requested, DHS shall reimburse CoCentrix for all travel and per diem expenses incurred while performing services at the DHS facilities as follows:

Airfare (coach):	Cost
Lodging:	Cost
Meals:	\$50 per day
Rental Car:	Cost
Personal Vehicle Use:	Current Federal Rate per mile

For additional services, the following hourly rates apply:

CCP Consultant	\$225	Billing Consultant	\$200
Project Manager	\$250	Technical Consultant	\$200
Clinical Consultant	\$275	Training Services	\$175
Application Consultant	\$250		

Support and Maintenance: \$9,137,022

<b>Licensed Programs (Named Users)</b>	<b>Annual Fee</b>
CoCentrix CCP Enterprise License	\$1,100,000
CoCentrix CCP Provider Access License	\$621,000
CareTiles Professional User License (if additional licenses are purchased)	\$60 Each

For the four (4) annual renewal periods following the initial year, the annual Support Services fees for the Licensed Programs are:

Year 1	\$1,721,000
Year 2	\$1,772,630
Year 3	\$1,825,809
Year 4	\$1,880,583
Year 5	\$1,937,000

Additional customized assistance outside of the scope of the Support Services may be provided. The additional assistance will be charged at the negotiated current rate per hour, plus travel and per diem expenses.

The payment for licensing and services shall be payable upon the occurrence of the events and at latest within thirty (30) days of invoice receipt.

The payment for support and maintenance shall be payable within thirty (30) days of the invoice receipt. The first month of the support and maintenance services fee begins ninety (90) days from execution of the agreement.

DHS shall, where obligated by law to do so, directly pay all applicable taxes relating to or assessable against the Licensed Programs and Services.

If the contract is terminated by DHS, the following payment terms apply:

1. Payment shall be made for completed services or deliverables delivered to and approved by DHS at the contract price; and
2. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by DHS shall be a price mutually agreed upon by CoCentrix and DHS.

### **Obligations of Vendor:**

CoCentrix shall:

1. Provide updates and new releases to DHS on the Licensed Program;
2. Have the right to electronically audit the number of Licensed Users accessing the Licensed Program;
3. Provide support and maintenance as follows:

- a. DHS shall pay for the Support Services fees;
- b. CoCentrix shall provide periodic releases of the Licensed Programs to include enhancements, corrections, and/or state and national regulatory changes; and
- c. Other support services:
  - i. Software support for processing of reported concerns, diagnosis, and resolution of defective application functionality for licensed software;
  - ii. Written notification of availability of software updates and/or new releases;
  - iii. Support for installation of upgrades and new releases;
  - iv. DHS Support available for guidance on published software materials and intended use of licensed software;
  - v. In the instance that DHS reports a software defect for a software version that was released greater than three months prior, consider required changes to the most recent publicly available or future version;
  - vi. Programming and modification/updates of billing components as required by Third Party payers; and
  - vii. Telephone support services as needed; and
4. .Defend or settle any claim, suit, or proceeding brought against DHS regarding infringement, patent, copyright, trademark service, registered design, or application for the above in connection with the supply, installation, training, or use of the whole or any part of the Licensed Programs and indemnify and hold DHS harmless against all cost and damages incurred by DHS.

CoCentrix may:

1. Terminate the agreement after delivery of written notice to DHS without further obligations or liability if DHS fails to make payment of any undisputed invoice past due more than sixty (60) days; and
2. Terminate the agreement in the event of a default by DHS in the performance of any material obligation under the agreement or a material breach by DHS of any provision that is not cured within thirty (30) days after delivery of written notice.

### **Obligations of Purchaser:**

DHS shall:

1. Access the Licensed Programs and Materials within the number of Licensed Users;
2. Use the Licensed Program and Licensed Materials only for its internal use and within the scope of operations;
3. Comply with the proprietary rights of CoCentrix;
4. Make copies of those portions of the Licensed Programs and Materials provided strictly for the internal use of DHS;
5. Not:

- a. De-compile, disassemble, or otherwise reverse engineer all or any part of the Licensed Program;
  - b. Create, produce, market, license to others, or sell to others any product that competes with the Licensed Programs; or
  - c. Permit any other person to do the above;
6. Execute and deliver any other agreement that a Third Party may require;
  7. Meet requirements for Cloud Services:
    - a. Designate a single Liaison Officer;
    - b. Be responsible for the computing environment;
    - c. Procure all equipment, software, network and internet access and take all necessary actions to access the Licensed Programs and the Data Center, provide information to CoCentrix, and ensure security and privacy;
    - d. Comply with all security standards, practices, and procedures established by CoCentrix in connection with the use of the related software;
    - e. Be responsible for the equipment, installation, and monthly costs of DHS's network and Internet connection to the Data Center;
    - f. Provide a list of users and the level of security of the users; and
    - g. Be responsible for all acts and omissions of the authorized users, unauthorized users;
  8. Require that its End Users accept and agree to the terms of the End User License Agreement to access and use the InterRAI content; and
  9. Either return all copies of the Licensed Programs and Materials or destroy all copies of the Licensed Programs and Materials within ten (10) days after the termination of this agreement.

DHS may:

1. Terminate the agreement without cause at any time upon written notice to CoCentrix specifying a termination date no earlier than thirty (30) days from the date of the written notice; and
2. Immediately terminate the agreement upon giving written notice of termination to CoCentrix if CoCentrix ceases its business operations.

# CoCentrix\_SHI Historical

\$ 9,871,445.20

fiscal Year	Cont Center	Order	Vendor Name	Date	Print Date	Line Amount	Payment	Reference	PURPOSE
2014	418261	HUAX0313	SHI INTERN/	6/20/2014	6/22/2014	\$ 302,304.00	7039352970	802113109	Phase 0, DDS
2015	418262	HCOX0313	SHI INTERN/	10/1/2014	10/1/2014	\$ 1,513,844.20	7039976769	802544263	*Basic License Support & Maintenance (Yr 1)
2015	418262	HCOX0314	SHI INTERN/	11/5/2014	11/5/2014	\$ 6,070,000.00	7040218070	101614	Initial Licenses
2015	418262	HCOX0314	SHI INTERN/	12/10/2014	12/10/2014	\$ 36,920.00	7040411652	Y802749008	Implementation Services (June 2014)
2015	418262	HCOX0314	SHI INTERN/	12/10/2014	12/10/2014	\$ 131,898.00	7040411655	802774361	Implementation Services (July 2014)
2015	418262	HCOX0314	SHI INTERN/	12/10/2014	12/10/2014	\$ 81,972.00	7040411653	802756745	Implementation Services/Custom Report Development (August 2014)
2015	418262	HCOX0314	SHI INTERN/	12/10/2014	12/10/2014	\$ 69,521.00	7040411654	802774367	Implementation Services/Custom Report Development (September 2014)
2015	418262	HCOX0314	SHI INTERN/	12/11/2014	12/11/2014	\$ 48,000.00	7040453269	802761349	Hosting Service Fees (June-November 2014)
2015	418262	HCOX0314	SHI INTERN/	12/30/2014	12/30/2014	\$ 520,000.00	7040536440	802832748	*Amendment 1 License Support & Maintenance (Yr 1)
2015	418262	HCOX0314	SHI INTERN/	1/6/2015	1/6/2015	\$ 185,658.00	7040554548	802865994	Install & Set-Up/Implementation Services /Custom Report Development (October 2014)
2015	418262	HCOX0314	SHI INTERN/	2/27/2015	3/1/2015	\$ 63,380.00	7041262176	803104256	Implementation Services (December 2014)
2015	418262	HCOX0314	SHI INTERN/	2/27/2015	3/1/2015	\$ 116,480.00	7041262177	803099206	Implementation Services (November 2014)
2015	418262	HCLX0114	SHI INTERN/	5/12/2015	5/12/2015	\$ 327.00	7042111733	803421638	Implementation Services (Prior to APD Approval)
2015	418262	HCLX0114	SHI INTERN/	5/12/2015	5/12/2015	\$ 128,823.00	7042111733	803423482	Implementation Services (Prior to APD Approval)
2015	418262	HCLX0114	SHI INTERN/	5/12/2015	5/12/2015	\$ 67,534.00	7042111733	803423475	Implementation Services (Prior to APD Approval)
2015	418262	HCLX0114	SHI INTERN/	5/12/2015	5/12/2015	\$ 43,192.00	7042111733	803421634	Implementation Services (Prior to APD Approval)
2016	418262	H3KX0114	SHI INTERN/	9/4/2015	9/7/2015	\$ 8,000.00	7042886588	Y803909847	Hosting Service Fees
2016	418262	H3KX0114	SHI INTERN/	9/4/2015	9/7/2015	\$ 8,000.00	7042886589	Y803909849	Hosting Service Fees
2016	418262	H3KX0114	SHI INTERN/	9/4/2015	9/7/2015	\$ 8,000.00	7042886590	803909852	Hosting Service Fees
2016	418262	H3KX0114	SHI INTERN/	9/4/2015	9/7/2015	\$ 8,000.00	7042886591	803909856	Hosting Service Fees
2016	418262	H3KX0114	SHI INTERN/	9/4/2015	9/7/2015	\$ 8,000.00	7042886592	803909859	Hosting Service Fees
2016	418262	H3KX0114	SHI INTERN/	9/4/2015	9/7/2015	\$ 8,000.00	7042886594	Y803909845	Hosting Service Fees
2016	418262	HCOX0314	SHI INTERN/	9/4/2015	9/7/2015	\$ 32,000.00	7042886593	Y803909842	Hosting Service Fees
2016	418262	H3KX0114	SHI INTERN/	9/17/2015	9/17/2015	\$ 278,985.00	7042962290	803968289	Training/Implementation Services/Custom Report Development
2016	418262	H3KX0114	SHI INTERN/	9/17/2015	9/17/2015	\$ 31,290.00	7042962291	803968301	Training/Implementation Services
2016	418262	H3KX0114	SHI INTERN/	9/17/2015	9/17/2015	\$ 101,317.00	7042962292	803968295	Training/Custom Report Development
						\$ 2,033,844.20	License Support and Maintenance		
						\$ 6,070,000.00	Initial Licenses		
						\$ 8,103,844.20			
						\$ 1,009,029.00	Implementation		
						\$ 128,000.00	Hosting Service Fees		
						\$ 196,764.00	Custom Report Development		
						\$ 69,004.00	Training		
						\$ 62,500.00	Install and Set-Up		
						\$ 9,569,141.20			
						\$ 302,304.00	Phase 0, DDS		
						\$ 9,871,445.20			
						\$ (411,592.00)	Warrants Recalled		
						\$ 9,459,853.20			
2016	418262	H3KX0114	SHI INTERN/	9/17/2015	9/17/2015	\$ 278,985.00	7042962290	803968289	Training/Implementation Services/Custom Report Development
2016	418262	H3KX0114	SHI INTERN/	9/17/2015	9/17/2015	\$ 31,290.00	7042962291	803968301	Training/Implementation Services
2016	418262	H3KX0114	SHI INTERN/	9/17/2015	9/17/2015	\$ 101,317.00	7042962292	803968295	Training/Custom Report Development

Warrant issued but request sent to SHI to return on 9/21/15.