



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM	<u>KS</u>
Budget	<u>MM</u>
DA	<u>LA</u>
Comptroller	<u>na</u>
HR	<u>na</u>
Risk	<u> </u>

STAFF REPORT

BOARD MEETING DATE: December 8, 2015

DATE: November 17, 2015

TO: Board of County Commissioners

FROM: Amber Howell, Director - Social Services

THROUGH: Kevin Schiller – Assistant County Manager

SUBJECT: Approve an agreement between Netsmart Technologies, Inc. and Washoe County for purchase of myAvatar software upgrade, new implementation and support for the Social and Senior Services Departments in the amount of \$418,928.68 effective December 8, 2015.” (All Commission Districts)

SUMMARY

This agreement will support the upgrade of the eleven year old Avatar system currently used by Adult Services for client management to the current myAvatar version. The agreement will also support a new implementation of myAvatar in Senior Services that will replace the Social Assistance Management System (SAMS) currently used by the department which is no longer supported by the developer. As the County moves toward integrating Social and Senior Services into a single Human Services Agency, the implementation of a single client management system will allow for continuity in services between adults and seniors, streamline business processes, create a single data source and increase staff productivity.

Strategic Objective supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION

The Board of County Commissioners approved the purchase from Netsmart, previously known as Creative Socio-Medics, in May of 2004

BACKGROUND

In May of 2004 the Board approved a contract with Creative Socio-Medics to replace an unsupported and failing system in the Adult Services Division. In addition to the failing system, new requirements were imposed upon the Division due to the implementation of Federal mandates that arose out of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The Division has used the current software since 2004 without any significant upgrades to functionality and is now in a position where an upgrade is necessary if we are to continue to use the program. The upgrade was delayed during the recession due to fiscal concerns.

The software performed well for the business of the Division prior to the implementation of the Affordable Care Act (ACA). Post implementation of the ACA the primary services of the Division have changed from payment of medical services to providing housing, homeless services and a variety of social services outreach programs. The upgraded version of Avatar is more robust and fits well with the business of the Division.

Senior Services currently uses SAMS for case management and to track and report data on the services provided to seniors. As of April 2015 SAMS is no longer supported by the developer and would require an upgrade to a newer version at a cost of approximately \$250,000. An analysis was performed by Social Services, Senior Services and Technology Services to determine the best course of action moving forward related to the SAMS system. SAMS was evaluated along with myAvatar to determine the best system to meet the needs of both Adult and Senior Services moving forward. myAvatar was the unanimous choice as it will meet the current and future needs of both departments as it provides a robust case management system that is customizable to the specific needs of Washoe County. In addition, myAvatar will provide Senior Services the ability to bill using the new ICD 10 codes, medication management for Daybreak clients, allow for the collection of necessary information to meet the reasonable use requirements of the Affordable Care Act (ACA) and enable the department to track and report data as required by various funding agencies. The case management systems implemented by Senior Services must meet the reasonable use mandate in order to comply with Medicaid reimbursement guideline. Medicaid reimbursements provide approximately 35% of the financial resources used to operate the Adult Day Health (Daybreak) program.

The mAvatar program will provide the ability for comprehensive planning to meet the changing needs of the adult and senior population because of the ability to use a single data system for system planning. The system is adaptable and will allow changes as programs are modified or new programs are implemented. One system between Adult and Senior Services promotes continuity between the two areas and will provide for a better service delivery model for the clients served.

FISCAL IMPACT

The anticipated expenditure of \$418,928.68 for purchase and implementation of software, training and support will provide an upgrade of Adult Services software and an implementation of new software in Senior Services. Sufficient adopted budget authority in master cost center 179300 exists in support of this agreement.

RECOMMENDATION

Approve an agreement between Netsmart Technologies, Inc. and Washoe County for purchase of myAvatar software upgrade, new implementation and support for the Social and Senior Services Departments in the amount of \$418,928.68 effective December 8, 2015.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an agreement between Netsmart Technologies, Inc. and Washoe County for purchase of myAvatar software upgrade, new implementation and support for the Social and Senior Services Departments in the amount of \$418,928.68 effective December 8, 2015."

**CONTRACT TO Washoe County Department of Social Services
Pricing Provided Expires: December 9, 2015**

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Terms and Conditions

THESE TERMS AND CONDITIONS (this "**Agreement**") are entered into as of December 8, 2015 (the "**Effective Date**") by and between NETSMART TECHNOLOGIES, INC. ("**Netsmart**") and WASHOE COUNTY ("**Customer**") shall be a supplement to the License and Service Agreement between the parties dated June 30, 2004 ("Master License Agreement"). (Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the License Agreement.)

WHEREAS, Customer desires to purchase from Netsmart, and Netsmart desires to sell and license to Customer, certain software products and services (the "**Product**" or "**Products**") as defined in the parties' statement of work and pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recital above, which is incorporated herein by this reference, and the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Product Sale, License and Delivery

1.1 Sale and License. Pursuant to the Computer Software License Agreement (the "**License Agreement**"), attached hereto as part of Exhibit "D" and incorporated herein by this reference, to be executed contemporaneously with this Agreement, Netsmart shall license to Customer, and Customer agrees to purchase licenses from Netsmart (the "Products"). The license shall commence upon execution by both parties of this Agreement and Exhibit D.

1.2 Delivery & Support. Products, including software or access to software, documentation required for installation thereof and license keys, shall be delivered and implemented by Netsmart to Customer according to the terms and conditions set forth herein and in the parties' Statement of Work, attached hereto as Exhibit "C" and incorporated herein by this reference upon the execution of this Agreement; *provided, however,* Project Start Meeting will commence once the Contract Signing Payment is received by Netsmart from Customer. Netsmart shall also provide to Customer that support as described in and pursuant to the terms and conditions in the parties' Support Agreement attached hereto as part of Exhibit "E" and incorporated herein by this reference.

2. Prices & Payment

2.1 Prices. Customer agrees to purchase licenses to the Products at the prices set forth in the Pricing Exhibit attached hereto as Exhibit "A" and incorporated herein by this reference. All prices exclude taxes, customs and duties. These prices will remain valid during the Term of this Agreement (as defined below). Netsmart may adjust prices thereafter as described in this Agreement.

2.2 Payment. Netsmart shall invoice Customer and Customer shall make payments according to the Payment Exhibit attached hereto as Exhibit "A" and incorporated herein by this reference, provided Customer has formally signed-off on each milestone and/or deliverable as set forth in Exhibits C.

2.3 Manner and Place of Payment. All payments hereunder shall be payable in U.S. dollars. All payments owed under this Agreement shall be made by check or wire transfer in immediately available funds to a bank and account designated in writing by Netsmart, unless otherwise approved by Netsmart.

2.4 Taxes and Fees. All taxes and/or fees levied on account of the payments accruing to Netsmart under this Agreement shall be paid by Customer for its own account. It will be the Customer's sole responsibility to ensure that taxes are paid to the proper taxing authority. It will be the Customer's sole responsibility to ensure that fees are paid to the proper authority. Taxes and fees may be deducted from payments made to Netsmart only if Customer tax and fee obligation is identified in "Exhibit A: Pricing Proposal" of this agreement.

3. Limited Warranty and Limited Remedies

Netsmart warrants that the Products sold under this Agreement will conform in all material respects with the Product Documentation and will be conforming and free from defects in material and workmanship. Notwithstanding anything contained in this Agreement to the contrary, the warranty of Netsmart as provided herein shall be void if any alterations, modifications or work have been performed on such Product, or to the extent that any alleged defect is the result of abuse, misuse, improper maintenance or storage, accident, action or inaction on the part of any party other than Netsmart. Nor shall Netsmart be responsible (a) for the quality or condition of any materials supplied by or through Customer, or (b) for any defect to the extent due to uses that do not conform to the applicable instructions. Subject to the foregoing, if a Product is not as warranted and Customer notifies Netsmart in writing, Netsmart will, at its option, promptly repair or replace the defective Product in accordance with Exhibit E.

CUSTOMER'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS SECTION AND NETSMART'S SOLE OBLIGATION IS TO MODIFY THE SOFTWARE TO ELIMINATE THE PROBLEM OR DEFECT. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR USE.

4. Default

4.1 Event of Default. The occurrence of any one or more of the following shall constitute an **“Event of Default”** under this Agreement:

- a) Customer fails to pay to Netsmart any charge, costs, or other payment accruing hereunder within sixty (60) calendar days of the invoice date if such delinquency has not been corrected within ten (10) calendar days after Netsmart has given Customer written notice of such delinquency;
- b) Customer fails to perform any obligation set forth in this Agreement, repudiates any obligation set forth in this Agreement, or wrongfully rejects conforming and non-defective Products by Customer if such failure has not been corrected within sixty (60) calendar days after Netsmart has given Customer written notice of such failure;
- c) Netsmart’s failure to perform any obligation set forth in this Agreement if such failure has not been corrected within sixty (60) calendar days after Customer has given Netsmart written notice of such failure; or
- d) Customer’s failure to start Project Start Meeting on a date mutually agreed-upon by Customer and Netsmart.

4.2 Effect of Default. Upon the occurrence of any Event of Default, the party adversely affected may halt all pending and/or planned activities on Project Start Meeting; and/or terminate this Agreement effective immediately following an unsuccessful cure period. If Customer is the defaulting party and remains liable for any monetary obligation for any product or service delivered pursuant to this Agreement, Netsmart may accelerate and declare all such outstanding obligations immediately due and payable. If Netsmart is the defaulting party, Customer shall be entitled to seek all available remedies at law and in equity. The adversely affected party may proceed against the other in any lawful manner for any legal relief, including satisfaction of amounts owed. Netsmart may proceed against Customer in any lawful manner to repossess Products remaining in Customer’s possession to satisfy, in whole or in part, Customer’s obligations under this Agreement.

5. Indemnification

5.1 Indemnification by Netsmart. Netsmart hereby agrees to save, defend and hold Customer and its directors, officers, employees and agents (each, a **“Customer Indemnatee”**) harmless from and against any and all claims, suits, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorneys’ fees (collectively, **“Losses”**) to which any Customer Indemnatee may

become subject as a result of (a) any claim, demand, action or other proceeding by any person or entity other than Netsmart or Customer ("**Third Party**") to the extent such Losses arise directly or indirectly out of the breach by Netsmart of any warranty, representation, covenant or agreement made by Netsmart in this Agreement; and/or (b) any claim alleging that any Product directly infringes a copyright, a U.S. patent pending or patent issued as of the Effective Date, or a trademark of a Third Party.

5.2 Indemnification by Customer. Customer hereby agrees to save, defend and hold Netsmart and its respective directors, officers, employees and agents (each, a "**Netsmart Indemnitee**") harmless from and against any and all Losses to which any Netsmart Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any Third Party to the extent such Losses arise directly or indirectly out of: (a) the use, handling, storage, sale or other disposition of Product by Customer, including the combination of Product with any of Customer's products, hosting service, hardware, or business processes, unless Netsmart caused or contributed thereto; (b) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a Third Party; or (c) the breach by Customer of any warranty, representation, covenant or agreement made by Customer in this Agreement.

5.3 Control of Defense. Any entity entitled to indemnification under this Section 5 shall give written notice to the indemnifying party of any Losses that may be subject to indemnification promptly after learning of such Losses, tender control over the defense and settlement of such Losses to the indemnifying party (provided that indemnifying party may not enter into a settlement affecting indemnified party's interests without indemnified party's consent), and provide reasonable cooperation in the defense of the Losses at indemnifying party's expense. Indemnified party may participate in the defense with counsel of its choice at its own expense.

6. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR RELIANCE DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. In addition, Netsmart shall not be liable to Customer for any damages arising from or relating to this Agreement exceeding the total of payments made by Customer to Netsmart under this Agreement, up to five hundred thousand dollars (\$500,000), even if Netsmart knew or should have known of the possibility of such damages. In addition, Customer will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual

damages for Customer's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement for the fiscal year budget in existence at the time of the breach.

7. Confidentiality

The term "Confidential Information" means all Netsmart Confidential Information and all Customer Confidential Information as defined herein and in any attachment hereto. The term "Netsmart Confidential Information" means the Software and Documentation, including any subsequent revisions thereto, and any trade secrets related thereto, this Agreement and all Schedules and Attachments thereto, and any proposals, price quotations, estimates, statements of work or other proprietary information provided by Netsmart to Customer which Netsmart labeled "Confidential" or "Proprietary" at the time of disclosure or, if the disclosure is oral, is reduced to writing and marked "Confidential" or "Proprietary" within ten (10) days of the time of the first oral disclosure. The term "Customer Confidential Information" means Customer's other software and computer systems, personal data and information concerning Customer's law enforcement activities and systems and other proprietary information disclosed by Customer to Netsmart which Customer labeled "Confidential" or "Proprietary" at the time of disclosure or, if the disclosure is oral, is reduced to writing and marked "Confidential" or "Proprietary" within ten (10) days of the time of the first oral disclosure.

Non-Disclosure of Confidential Information. Neither Customer nor Netsmart shall disclose or use the other's Confidential Information for any purpose not expressly permitted by this Agreement unless such disclosure is expressly authorized in writing by the owner of said information or required under law.

Exclusions. Neither Netsmart nor Customer shall have any obligation to limit disclosure of the following information:

- i. Information in the public domain at the time it is communicated. Information shall not be deemed in the public domain if only a minor portion of such information is in the public domain, or if substantially all the information is found only by combining information from multiple public domain sources;
- ii. Information that enters the public domain through no fault of the non-disclosing party;

- iii. Information that enters the public domain through a breach of this Agreement by the non-disclosing party;
- iv. Information which the non-disclosing party can establish by its written or electronic records to have been in its possession prior to and independent of the disclosing party's communication of that information to it; and
- v. Information required to be disclosed by Customer as a local government pursuant to Nevada law.

8. Term & Termination

a) 8.1 Termination. Either party shall have the right to terminate this Agreement for any reason or for no cause upon ninety (90) calendar days' written notice to the other party.**8.2 Effect of Termination.** Termination of this Agreement shall not relieve either party of any obligation accruing prior to such expiration or termination, including Customer's obligation to make payment for all delivered products and service, where Customer provided sign-off, at the time of the effective date of termination, provided that termination of this Agreement due to Netsmart's default may result as set forth in paragraph 4.2 above. The obligations and the rights of the parties under Sections 5, 6 and 7 herein shall survive expiration or termination of this Agreement.

9. Dispute Resolution

9.1 Initial Resolution by Meeting. PARTIES SHALL ATTEMPT TO RESOLVE AMICABLY ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY ALLEGED BREACH OR FRAUD IN THE INDUCEMENT HEREOF, BY MEETING WITH EACH OTHER WITHIN TEN (10) CALENDAR DAYS AFTER WRITTEN NOTICE OF A DISPUTE IS DELIVERED FROM ONE PARTY TO THE OTHER PARTY. SUBSEQUENT MEETINGS MAY BE HELD UPON MUTUAL AGREEMENT OF THE PARTIES.

9.2 Mediation of the Dispute. IF THE DISPUTE IS NOT RESOLVED WITHIN TEN (10) CALENDAR DAYS OF COMMENCEMENT OF SUCH MEETINGS, THE PARTIES SHALL SUBMIT THEIR DISPUTE, IN GOOD FAITH, TO MEDIATION CONDUCTED BY A MUTUALLY SELECTED MEDIATOR. THE MEDIATION SHALL BE CONDUCTED WITHIN TWENTY (20) CALENDAR DAYS OF THE FAILURE OF INITIAL RESOLUTION EFFORTS AND SHALL BE HELD IN RENO, NEVADA, OR SUCH OTHER LOCATION AND/OR DATE AS MUTUALLY AGREED BY THE PARTIES. IN THE EVENT MEDIATION IS UNSUCCESSFUL, THE PARTIES RESERVE THEIR LEGAL RIGHTS TO PURSUE RELIEF IN THAT COURT DESCRIBED IN PARAGRAPH 10.3 BELOW. THE MEDIATOR'S COSTS SHALL BE SPLIT EQUALLY BY THE PARTIES.

10. Miscellaneous

10.1 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); *provided, however*, that Netsmart may assign this Agreement and its rights and obligations hereunder without Customer's consent in connection with the transfer or sale of all or substantially all of Netsmart's business to which this Agreement relates to a Third Party, whether by merger, sale of stock, sale of assets or otherwise. The rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Any assignment not in accordance with this Agreement shall be void.

10.2 Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement (other than with respect to the payment of money owed) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

10.3 Governing Law & Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada wherein this Agreement is performed, without regard to its choice of law provisions. Venue for any forum to address any issue under this Agreement shall be located in Washoe County, NV, and the court shall be the Second Judicial District Court of the State of Nevada.

10.4 Waiver. Except as specifically provided for herein, the waiver from time to time by either party of any right or failure to exercise any remedy shall not operate or be construed as a continuing waiver of the same right or remedy or of any other of such party's rights or remedies provided under this Agreement.

10.5 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.6 Independent Contractors. It is expressly agreed that Customer and Netsmart shall be independent contractors and that the relationship between the two parties shall not constitute a partnership, joint venture or agency of any kind. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of the other party.

NTST Avatar Plexus License Agreement

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unlocked

10.7 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one party to the other shall be in writing, addressed to such other party at its address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor, and shall be effective: (a) if sent by registered or certified mail return receipt requested, upon receipt; (b) if sent by internationally recognized express air courier (such as DHL or Federal Express), two (2) business days after mailing; (c) if sent by facsimile transmission, with a copy mailed on the same day in the manner provided in clauses (a) or (b) , when transmitted and receipt is confirmed by telephone; and (d) if otherwise actually personally delivered, when delivered:

If to Netsmart: Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D122
Great River, New York 11739
Email: Contracts_Notice@ntst.com

Attention: Joe McGovern
Facsimile:

If to Customer: Washoe County Department of Social Services
1001 E. Ninth Street, Building C, Room 135-C
Reno, NV 89520

10.8 Amendment. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the respective authorized officers of the parties.

10.9 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction hereof against the party causing this Agreement to be drafted.

10.10 No Third Party Beneficiaries. The representations, warranties, covenants, and undertakings contained in this Agreement are for the sole benefit of the parties and the parties' permitted successors and assigns and shall not be construed as creating any Third Party beneficiaries of this Agreement or as conferring any rights whatsoever on any Third Party.

11. Conflicts Between Documents: Order of Precedence. In the event of a conflict between these terms and conditions and the License Agreement (2004), the terms and conditions of this Agreement herein shall prevail. In the event that there is a

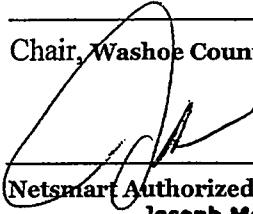
conflict between the documents comprising the Agreement, the order of precedence shall be as follows:

- (1) This master Agreement,
- (2) Exhibit A – Products, Pricing and Payment Terms Exhibit
- (3) Exhibit B – RESERVED
- (4) Exhibit C – Statement of Work
- (5) Exhibit D – Hosting and Subscriptions Addendums
- (6) Exhibit E – Support Agreement

Contract Signing

Chair, Washoe County Commission, Date

Netsmart Authorized Signature, Title and Date


Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.

11/24/15

Exhibit A: Products, Pricing, and Payment Terms

Summary of Charges

Non-Recurring Fees	
Netsmart Programs	\$70,500.00
Third Party Programs and Services	N/A
Services	\$272,950.00
Total Non-Recurring Fees	\$343,450.00

Recurring Fees (Year 1)	
Support Services	\$24,675.00
Hosting	\$29,808.00
Netsmart Subscriptions	\$20,995.68
Total Recurring Fees (Year 1)	\$75,478.68

ONE-TIME CHARGES:

Netsmart Programs	Qty	Charges	Payment Terms
Avatar Clinical Workstation	1	\$6,000.00	Due upon contract execution
Avatar Order Entry	1	\$21,000.00	Due upon contract execution
Avatar ASI	1	\$4,500.00	Due upon contract execution
Avatar eMAR	1	\$21,000.00	Due upon contract execution
Avatar Electronic Signature	1	\$6,000.00	Due upon contract execution
Avatar RADplus Named User	25	\$12,000.00	Due upon contract execution
VPN Appliance – DUE ON CONTRACT EXECUTION Provides a secure VPN tunnel for all local network users, freeing your network personal from having to install individual VPN client software on each computer that will use the Netsmart Avatar Software Products.			
Traffic passing through the VPN tunnel to the ASP Environment, must use Network Address Translation (NAT) to a Netsmart specified IP address range	1	\$0.00	Included if required
Customer must agree to make any firewall modifications to accommodate upgrades or changes to the NTST - ASP Firewall infrastructure.			
Netsmart Services			
Plexus Implementation Services as defined in the SOW		\$272,950.00	Payment terms described below.
<p><i>Payments for professional services are subject to Customer's formal sign-off of each deliverable and milestone. "Formal sign-off" is defined in Exhibit C, the parties' Statement of Work.</i></p> <p><i>Phase one services include: a.) myAvatar Upgrade of currently licenses Practice Management (PM) and Managed Services Organization (MSO) Solutions b.) Upgrade to meet ICD10 and DSM5 system changes c.) Hosting set-up and Migration</i></p> <p><i>Phase two services include: a.) Clinical Services expansion of newly licensed myAvatar Clinical Work Station (CWS), myAvatar electronic Medical Administration Record (eMAR), myAvatar Order Entry (OE), myAvatar Addiction Severity Index (ASI), and myAvatar electronic Signature (eSig) programs b.) Meaningful Use Consulting Package containing the Meaningful Use System Guidance, Referral Connector, Clinical Quality Metrics, Direct Message Mailbox Set up, myHealthPointe Patient Portal</i></p>			

	Description	Percentage	Payment to be Made by Washoe County	Total Remaining
Milestone 1	Due Upon Agreement Execution of Total Professional Services Amount	30%	\$81,885.00	\$191,065.00
Phase One Items	Description	Percentage of Remaining Phase One Subtotal	Payment to be Made by Washoe County	Total Remaining Balance
Milestone 2	Phase One: Due Upon Formal Sign Off of Final Review and Validation as outlined in Exhibit C, Statement of Work	50%	\$15,100.75	\$175,964.25
Milestone 3	Phase One: Due Upon Formal Sign Off of myAvatar Upgrade Go-Live Event in Production Environment as outlined in Exhibit C, Statement of Work	50%	\$15,100.75	\$160,863.50
Phase Two Items	Description	Percentage of Remaining Phase Two Subtotal	Payment to be Made by Washoe County	Total Remaining Balance
Milestone 4	Phase Two: Due Upon Formal Sign-off of Final Review and Validation	50%	\$80,431.75	\$80,431.75

Milestone 5	Phase Two: Due Upon Formal Sign-off of Go-Live Event	12.5%	\$40,215.88	\$40,215.87
Milestone 6	Phase Two: Due Upon 30 Calendar Days Following Completion of Phase 2 Go-Live Without Any Open P1 Support Cases Related to the implementation of all newly licensed solutions	12.5%	\$40,215.87	\$0.00

RECURRING CHARGES:

<u>Netsmart Annual Maintenance and Support Charges</u>	<u>Qty</u>	<u>Charges</u>	<u>Payment Terms</u>
Netsmart Programs annual support (The minimum maintenance commitment for Netsmart Programs is 12 months and is subject to annual increases pursuant to the Support Services Schedule).		\$24,675.00	Initial maintenance term (prorated from contract signing through 06/30/2016) due on Master Agreement execution.
VPN Appliance Annual Maintenance	1	\$0.00	Included if required
Hosting			
Annual price is based upon a rate of \$108.00 per concurrent user per month and a minimum purchase of 5 named users per year. Additional concurrent users can be added at a rate not to exceed \$108.00 per concurrent user per month for a period of one year from the date of this Master Agreement.	23	\$29,808.00	Annual fee due on the Effective Date. Payments beyond Year 1 (if applicable) are due on each anniversary of the Effective Date and are subject to increases as per the Master Agreement.
Avatar ScriptLink (\$1,250 per month)	N/A	N/A	Due upon contract execution
Subscriptions			
Intelligent Medical Objects ICD10 Content on Demand – Not Utilizing DSM		\$1,813.92	Initial maintenance term (prorated from delivery of service through 06/30/2016) due upon delivery of service.
Ultimedix Suite Subscription		\$2,465.76	Initial maintenance term (prorated from delivery of service through 06/30/2016) due upon delivery of service.

CareConnect:			
CareConnect Year 1 Base Fee		\$1,500.00	Initial maintenance term (prorated from contract signing through 06/30/2016) due on Master Agreement execution.
Referral Connector: CCD Exchange		\$1,050.00	Initial maintenance term (prorated from contract signing through 06/30/2016) due on Master Agreement execution.
Care guidance/Clinical Quality Measures		\$6,750.00	Initial maintenance term (prorated from contract signing through 06/30/2016) due on Master Agreement execution.
Direct Message Mailbox - CareConnect		\$216.00	Initial maintenance term (prorated from contract signing through 06/30/2016) due on Master Agreement execution.
myHealthPointe:			
myHealthPointe Year 1 Base Fee		\$7,200.00	Initial maintenance term (prorated from contract signing through 06/30/2016) due on Master Agreement execution.
<u>TRAVEL AND LIVING AND TRAVEL TIME EXPENSES</u>			Billed as incurred up to \$24,000
<p>All costs will be billed per Netsmart standard travel rates and billed at cost. Travel time will be billed at a rate of \$150 per hour. Billed monthly as incurred at the most economical rates. Travel and Living Expenses are as follows: <u>Meals:</u> Netsmart's current daily per diem rate is \$65.00. <u>Airline:</u> Coach Class on Major Airlines including any additional fees applied by the airline. <u>Vehicle:</u> Vehicle usage will be reimbursed at the current IRS allowance. <u>Rental Car:</u> Mid-Size vehicle at local rates plus fuel, tolls, parking <u>Hotel:</u> At local rates</p>			

Exhibit B: RESERVED

Exhibit C: Services Statement of Work

Netsmart Technologies, Inc. and Washoe County Department of Social Services (“Client”)

Scope of Work

1. Purpose

The purpose for this statement of work is to outline the requirements and deliverables for the implementation and project management of the Client’s Implementation.’ The scope is based on the latest generally available software release, project timeline, and use of Plexus implementation methodology, Plexus Home content and recommendations. The details of the scope of services are included below.

This Firm Fixed Fee Professional Services Breakdown is for a two phased project approach to upgrade and expand the current Avatar Electronic Health Reporting System. Phase one of the implementation includes professional services for a Netsmart Hosted myAvatar Upgrade including the system changes necessary to meet ICD10 and DSM5 requirements. Phase two of the implementation includes professional services for an expansion of the upgraded myAvatar Electronic Health Reporting System including but not limited to Clinical Services and Meaningful Use requirement expansion.

2. Project Duration

Project Duration

The following project start and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation. Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The overall duration of this project, based on the scope of work detailed herein is expected to be 9 months following the Project Kickoff event. Additional services will be applicable for any project where the duration from project kick-off to go-live is in excess of 9months. Additional services will be charged at a minimum of \$8,000/month beyond the 9 months or if the project extends beyond the agreed upon timeline at Project Planning.

3. Scope of Services

myAvatar Upgrade	Scope of Services
<p>This work will be performed in a single phase which includes an upgrade to RADPlus2011 which will function with all previously implemented products listed below</p> <ol style="list-style-type: none"> 1. Practice Management 2. Managed Services Organization <p>Assumptions:</p> <ul style="list-style-type: none"> ➤ Client will own all testing and validation during the myAvatar implementation process. ➤ Netsmart and Client complete all necessary hardware review and assessment prior to project start. 	
Role-based desktop views	<p>Includes 5 pre-defined myAvatar role-based templates (widgets).</p> <ul style="list-style-type: none"> • Billing • Executive • Front Desk • System Administrator •
Library of Widgets	<p>myAvatar is delivered with a set of off the shelf widgets available for immediate use to provide further customization to user desktop views. Examples include:</p> <ul style="list-style-type: none"> • Recent Admitted clients • ERS Program Statistics Admissions • ERS Program Statistics Discharges • ERS Service Utilization • ERS Program Statistics Visits • Vital Signs- Blood Pressure • Vitals Signs- Ht, Wt, BMI • Current Medications • Open Episodes & Tx Plans • Lab Results • Problems • Progress Notes • Vital Signs • Client Diagnosis Episode Information • My Calendar • Coming In Today • Bed Status • Hospital DSO • Licensed Bed Occupancy • Length of Stay • Length of Stay Trend • Meaningful Use Monitor • Meaningful Use Monitor 2 • Monthly Bed Days • Monthly Visits

	<ul style="list-style-type: none"> • Payor Mix • Aging Summary- Stacked View • Aging Summary- Stacked View Percentages • Aging Summary- 0-30 • Aging Summary- 121+ • Aging Summary- 31-60 • Aging Summary- 61-90 • Aging Summary- 91-120 • Aging Summary • Aging Summary Percentages • Aging Summary Unbilled • Charges- Historic Perspective • Charges- Monthly Accumulation • Charges & Collections for the Month • Monthly Close Out • Clients No Financial Eligibility • Quick Billing Status • Did you know? • Cache Console Log • Free Space by Database/Month • License Usage By User • Cache Processes • Status of Systems • Database File Size • Message Center • Client & Staff • Forms & Data • My To Do's
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<p style="text-align: center;">Product Form Layout Enhancements</p>	<p>A key piece of the myAvatar User Interface is enhanced form navigation. In partnership with Blink Technologies, a form layout standard was established to increase data entry productivity. Netsmart provides you with the ability to load these format changes to all standard Avatar Product Forms via a single patch or series of individual patches to load into your system.</p> <p>All customized, or user defined forms, that your organization has created will have to be evaluated and modified individually using the enhanced Form Design functionality if you wish to take advantage of these new standards.</p>
<p style="text-align: center;">Configuration Training</p>	<p>myAvatar project team training focuses on the following areas:</p> <ol style="list-style-type: none"> 1. Home Views 2. Chart Views (Widgets + Overview) 3. Form Functionality Enhancements

	<p>4. RADplus Toolkit</p> <ul style="list-style-type: none"> o Widget Wizard o Widget Definition o Form Design Functionality Enhancement o Customized Documentation o View Creation o User Role Definition Updates o User Definition Updates <p>5. Scheduling 2011 Overview (optional)</p> <ul style="list-style-type: none"> o Review of new Calendar layout o Review of new Calendar Features o Review of new fields in User Role Definition and User Definition
Customize Workflow Test Plan Recommendations	Netsmart will provide recommendations on how to create and utilize a customized workflow test plan during the myAvatar implementation process.
myAvatar Production Plan	Netsmart will create a myAvatar Production Plan that will be customized to your organization and environment. This plan will contain detailed steps of what will occur during the implementation process.
myAvatar Configuration	<p>Although further configuration will occur after go-live, configuration changes necessary prior to go-live will be made by Client. Client representatives will create home and chart views and associate those views with existing User Roles and User Role Definitions and will review and test workflows with respect to configuration changes.</p> <p>Objectives</p> <ul style="list-style-type: none"> • Modify/ Configure forms required prior to go-live • Review configuration and workflows • Test Workflows for configuration issues <p>Client responsibilities:</p> <ul style="list-style-type: none"> • Create home/ chart view definitions • Review workflow and configuration changes <p>Netsmart responsibilities:</p> <ul style="list-style-type: none"> • Support Client configuration activities and provide recommended practices • Issue management
Features Training (Train the Trainer)	<p>During this event, the Client will receive training on feature functions excluding widgets. Widget training will be completed post go-live. Client representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.</p> <p>Objectives</p> <p>Prepare Client representatives to use new features and enhancements available with MyAvatar</p>

	<p>Train Client to locate supporting documentation and to use the appropriate tools to manage system maintenance Educate Client on troubleshooting tools and techniques Confirm Client policies and procedures have been updated Confirm testing readiness</p> <p>Client responsibilities:</p> <ul style="list-style-type: none"> • Attend Cache (Intersystems System Administrator Training (up to 2 attendees), RADplus Modeling Training (up to 4 attendees), and new features training (up to 10 attendees) • Learn the application tools needed to maintain the production system • Create Washoe County Specific Custom Training guides before end user training sessions <p>Netsmart responsibilities:</p> <ul style="list-style-type: none"> • Conduct Cache (Intersystems System Administrator Training, RADplus Modeling Training, and new features training • Provide supporting documentation
<p>End-User Training</p>	<p>During this event, Client will deliver training to all end users in preparation for go-live. All Client staff who will use the MyAvatar software, including those who previously used RADPlus2010, should attend this training.</p> <p>Objectives</p> <ul style="list-style-type: none"> • Train end-users on RADPlus2011 <p>Client responsibilities:</p> <ul style="list-style-type: none"> • Distribute Washoe County Specific Custom training materials created during Train the Trainer • Conduct end-user training, ensuring that all necessary staff are trained prior to go-live. <p>Netsmart responsibilities:</p> <ul style="list-style-type: none"> • Provide Client with Netsmart Training Materials and MyAvatar Setup and Training Guide to be used as a base of Washoe County Specific Custom training materials
<p>Integration Testing</p>	<p>One round of Integration Testing will be conducted according to the myAvatar Upgrade Testing Plan. Integration Testing will be executed at Client's site and will be led by the Client project management team w/ assistance from the Netsmart project team.</p> <p>It will allow the system testers to flow a complete patient experience, "a day in the life" of a patient, using the system including all involved, major workflow processes. This</p>

	<p>event also allows Client to validate SOPs and end-user training prior to conversion.</p> <p>Objectives</p> <ul style="list-style-type: none"> • Complete testing according to plan • Confirm Go-Live preparedness • Ensure all critical path issues have an action plan <p>Client responsibilities:</p> <ul style="list-style-type: none"> • Lead and direct integration testing activities • Conduct application integrated testing • Conduct operational testing • Document integrated test results • Troubleshoot and resolve testing issues • Update issues list with any unresolved integration test findings <p>Netsmart responsibilities:</p> <ul style="list-style-type: none"> • Manage issues list • Troubleshoot and resolve testing issues
Go-Live	<p>Go-Live is the event when the solutions are moved into productive use by the end-user population. It will take place at the Client site, supported by both project teams.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Begin functional use of myAvatar • Transition support from Netsmart project team to the Client • Gather and document feedback regarding project experience, including methodology & project team resources <p>Client responsibilities:</p> <ul style="list-style-type: none"> • Develop and complete go-live plan • Confirm all systems, resources and 3rd parties are scheduled and prepared for go-live • Conduct go-live plan meetings to outline plan for all solutions and users • Execute go-live plan • Document go-live issues <p>Netsmart responsibilities:</p> <ul style="list-style-type: none"> • Develop and complete go-live plan • Execute go-live plan • Document go-live issues
Post-Go-Live Configuration	<p>The purpose of Post-Go-Live Configuration is to identify and update all product and user defined forms that require changes to be functional using myAvatar as well as to develop widgets.</p>

	<p>The Post-Go-Live Configuration will be conducted at the Client site by Client and will begin after go-live has been successfully completed.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Post-Go-Live Optimization • Update all product and user defined forms • Develop Widgets <p>Client responsibilities:</p> <ul style="list-style-type: none"> • Identify forms that need further configuration and complete configuration changes needed while referring to training materials provided by Netsmart prior to go-live • Design and create widgets to maximize utility of new myAvatar system • • Modify User Defined forms to adhere to Blink guidelines <p>Netsmart responsibilities:</p> <ul style="list-style-type: none"> • Provide Widget Training
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Avatar CWS – New Implementation	Scope of Services
<p>Netsmart’s Avatar Clinical Workstation (CWS) is the core of the ARRA certified solution for computerized patient records. The solution enables full integration of clinical tools to offer an interdisciplinary approach to care in health and human services environments. Avatar CWS supports a robust electronic health record with clinical modules that include Diagnosis, Treatment/Care Planning, Progress Notes, Workflow, Assessments and Reporting. Laboratory results and other interdepartmental data are also supported by Avatar CWS to provide a complete, comprehensive patient record.</p> <p>Avatar CWS New Implementation will be performed in a single phase approach concurrent to the myAvatar upgrade for previously installed solutions.</p>	
Role Based Desktop Views	<p>Includes 5 pre-defined myAvatar role-based views.</p> <ul style="list-style-type: none"> • Billing • Executive • Front Desk • System Administrator • Clinician
	<p>“One-click EHR” to access key health record information in just one click.</p>
Treatment/Care Planning	<p>Ability to include 2 treatment plan templates tailored to address the unique needs of key target populations, supporting best practice guidelines. Customized libraries can be developed by the client post-go live.</p>

	<p>The included treatment templates cover the following areas:</p> <ul style="list-style-type: none"> • Substance Abuse • Mental Health • Child • Adult • Mental Retardation Development Disability (MR/DD)
	Keyword search capability.
	Care Planning includes full clinician workflow process from problem definitions and diagnosis to goals, objectives and interventions.
	Record the staff participating in the plan.
	Optional subscription to Wiley treatment plan library and develop customized treatment plan libraries post go-live.
Progress Notes	5 unique progress note templates can be implemented that can be used to outline the general group content and for each client the general outline is individualized.
	Enter progress notes for an individual or for a group.
	Ambulatory notes are linked to outstanding services, or may be posted to a service directly from the entry of the note.
	Individual care plan components (Diagnosis, Problems, Goals, Interventions and Objectives) are tagged to their associated progress notes, as required by The Joint Commission guidelines.
Note Review	Display the entire history of notes, particular note types, or specialty area notes for review and signature by authorized personnel through co-signature.
	File notes generally or with in a specialty area (social work, psychiatry, etc.) making not review simple and direct.
Diagnosis Coding	Access diagnosis information through the use of a DSM-IV look-up.
	Searches by partial description or code are supported.
	Multiple selections are supported for all five axes.
	All DSM-IV codes are cross-walked to ICD-9.
	Diagnostic information is linked to the treatment/care planner.
Workflow Notifications	Informs a clinician when a progress note is required, an assessment requires approval, a progress note requires a co-signature or a treatment plan review date is approaching.
Assessments	Up to 30 assessments which includes 1 associated report for each Assessment to be chosen from the assessment content library Additionally, includes up to 5 customized assessments.

Compliance Indicators	Deliver ability to establish compliance rules for timely completion of clinical documentation to include assessments, progress notes, and treatments plans. Will include up to one compliance indicator for each assessment or up to 35 total indicators.
Clinical Decision Alerts	Defined alerts on a client chart based on clinical events. Will include one alert for each assessment or up to 35 total alerts.
Consent	Deliver ability to record client consent. Document imaging is required to have an electronic copy of the signed consent.
Reports	Includes the following reports: <ul style="list-style-type: none"> • Caseload Type Display • Client Medication Reconciliation Report • CMS Quality Measures • Immunizations Dues • Medication Dispensed Report • Nursing Admin Summary • Patient Reminder List • Wellness Items Due • Services without a Progress Note • Duplicate Services Report
	Supervisors have access to staff To-Do-Lists.
Widgets	Includes the following Widgets: <ul style="list-style-type: none"> • Client & Staff • Did you know? • Cache Console Log • Free Space By Database/Month • Cache Integrity Log • License Usage By User • Cache Processes • Status of Systems • Database File Size • Bed Status • Hospital DSO • Licensed Bed Occupancy • Length of Stay • Length of Stay Trend • Meaningful Use Monitor • Meaningful Use Monitor 2 • Monthly Bed Days • Monthly Visits • Payor Mix • Aging Summary – Stacked View

	<ul style="list-style-type: none"> • Aging Summary – Stacked View Percentages • Aging Summary – Medicare • Aging Summary 0-30 • Aging Summary 121+ • Aging Summary 31- 60 • Aging Summary 61-90 • Aging Summary 91-120 • Aging Summary • Aging Summary Percentages • Aging Summary Unbilled • Charges – Historic Perspective • Collections - Historic Perspective • Charges – Monthly Accumulation • Charges & Collections for the Month • Collections – Monthly Accumulation • Monthly Close Out • Clients No Financial Eligibility • Quick Billing Status • ERS Program Statistics Discharges • ERS Service Utilization • ERS Program Statistics Visits • Vital Signs – Blood Pressure • Vital Signs – Ht, Wt, BMI • Current Medications • Open Episodes & Tx Plans • Lab Results • Problems • Progress Notes • Vital Signs • Client Episodes • My Calendar • My To Do • Message Center • Forms and Data
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Avatar Order Entry –New Implementation	Scope of Services
Avatar Order Entry supports nursing and other unit staff in the completion of their day-to-day clinical activities.	

Avatar Order Entry New Implementation will be performed in a single phase approach concurrent to the myAvatar upgrade for previously installed solutions.	
Order Management	Includes ability to enter multiple types of orders.
	Review all available orders and associated details.
	Appropriate staff can validate orders.
	Order Entry functions security configured at role and individual levels.
	Includes ability to setup Frequency codes. Netsmart will setup up to 100. After initial 100 it is the responsibility of the Facility Post Go Live.
	Includes ability to setup Order Groups. Netsmart will setup up to 5 Order Groups. After initial 5, it is the responsibility of the Facility Post Go Live.
	Order Codes loaded via First Data Bank or Micromedex. (* Note – If First Data Bank or Micromedex is not purchased please discuss importance of FDB / Micromedex for updates, Drug to Drug Interaction, and Allergy to Drug Interaction. Client Alignment must be notified immediately to determine LOE, cost etc. to manually build Order Codes as this is NOT included in scope)
	Allergy Codes loaded via First Data Bank or Micromedex. (* Note – If First Data Bank or Micromedex is not purchased please discuss importance of FDB / Micromedex for updates, Drug to Drug Interaction, and Allergy to Drug Interaction. Client Alignment must be notified immediately to determine LOE, cost etc. to manually build Order Codes as this is NOT included in scope)
Includes ability to use Pre Authorized Orders (Sometimes known as Standing Orders)	
Reports	<p>Includes the following Reports:</p> <ul style="list-style-type: none"> • Orders <ul style="list-style-type: none"> ○ Can be filtered by Order Type, Treatment Setting, Episode, Orders Selected • Details of Selected Orders • Client Information • Preview of Order • File Data and Print Order • All Users Assigned Practitioners Report • User Roles Report • Orders Requiring Validation Reports • Client Doctor Orders Report

	<ul style="list-style-type: none"> • Print Patient Drug Education Monographs • Print Current Orders and Order Changes • Orders Requiring Validation Report • Orders Due For Renew Report • List All Frequency Codes Report • List All Order Codes Report • View All Order Groups Report <p>Additional Reports may be written using Crystal Reports. Additional reports are the responsibility of the Facility Post Go Live.</p>
Print Notifications	<p>Ability to Print Notifications:</p> <ul style="list-style-type: none"> • To specified printers • To a Unit • To a Program

eMAR New Implementation	Scope of Services
<p>eMAR improves safety by minimizing transaction errors and automating processes. eMAR is designed to replace the traditional paper MAR and is integrated with Avatar Order Entry for inpatient environments. Medication orders recorded through either of these applications automatically appear within the Avatar Electronic Medication Administration Record.</p> <p>Avatar eMAR New Implementation will be performed in a single phase approach concurrent to the myAvatar upgrade for previously installed solutions.</p>	
Administration	Record administration events, review details and document results for any eligible orders.
	Includes watermarks to identify expired, discontinued orders and those on hold.
	Track user giving the medication, patient, dosage, witnesses, if required and any actual errors and near misses for each dose given.
	Includes entry for pain scales and temperature, if fever is present.
Filtering	<p>Can filter order by:</p> <ul style="list-style-type: none"> • Caseload (via Nursing Caseload Assignment) • Unit • Administration Date • Administration Time • Order Type • Medications/Treatments • Client/Episode

	<ul style="list-style-type: none"> • Routine Orders/PRN Orders/Other/STAT Orders
Reporting	<p>Standard reports available in the system include the following:</p> <ul style="list-style-type: none"> • Client eMAR Hard-Copy Report • eMAR Administration Event Report • eMAR Missing Administration Events Report <p>Authorized users will be able to create modified reports from the standard reports available.</p>
Orders	<p>For 100 Order Codes the following eMAR functionality may be added to each Order Code:</p> <ul style="list-style-type: none"> • Blood Glucose • Blood Pressure • Heart Rate • Oxygen Saturation • Respiration Rate • Temperature • Pain Scale <p>For any order codes beyond the 100 it will be the client responsibility to set these up Post Go Live.</p>

Addiction Severity Index (ASI) – New Implementation	Scope of Services
<p>Addiction Severity Index software can be used to explore problems for any adult who reports substance abuse as his or her major problem.</p> <p>Avatar Addiction Severity Index (ASI) New Implementation will be performed in a single phase approach concurrent to the myAvatar upgrade for previously installed solutions.</p>	
Assessment	<p>Utilize 200-question assessment to determine appropriate level of care.</p> <p>Assessment includes standard scoring report for Medical status, Employment and support, Drug use, Alcohol use, Legal status, Family/social status & Psychiatric status.</p>
Rating Scales and Scoring	<p>Score factors that determine the severity of addiction problems.</p> <p>Standard rating scales include the following:</p> <ul style="list-style-type: none"> • Interviewer Addiction Severity Rating Scale (0-9 scale). • Interview Confidence Rating Scale for interviewers rating of client understanding and truthfulness (yes/no questions). • Patient Rating Scale for rating addiction severity (0-4 scale).

	Utilize Composite Scores, based on items in each area, to measure change. Scores are calculated as outlined in industry standard ASI documentation.
	Use MPI search functions in patient search activities during pre-admissions and admission.
Customization of Assessment	Standard scoring assessment, no customization at this time.

Avatar Signature Module	Scope of Services
The Avatar Signature Module enhances the flexibility of all Avatar application by providing the ability to record signatures in the database.	
Setup and Testing	Includes setup and testing of 2 workstations.
	Purchase of Signature Pads, installation and testing of Signature Pad Drivers is required before Setup and Testing of workstations.
Forms	Includes adding signature fields to 5 existing forms. This is limited to Modeled Forms and Site Specific forms.
Reports	Includes adding signature fields to 5 already created Crystal Reports.
Prerequisites	<p>Purchasing the Avatar Signature Module does not include Topaz units. These may be purchased through Netsmart or individually by the Client. Purchasing and ensuring that Topaz Signature units are supported by the Avatar Signature Module is the responsibility of the Client. The following Topaz models are supported:</p> <p>SignatureGem 4x3 LCD T-LBK755</p> <p>SignatureGem 1x5 LCD T-LBK462</p> <p>SigLite 1x5 LCD T-LBK460</p> <p>SigLite 1x5 T-S460</p>

3.1 Scope of ICD-10 Capabilities

In order to support the changes that this federal mandate requires, the following updates have been made to the myAvatar platform to support the transition.

- Incorporation of standard web service that provides access to externally hosted content for cross-mapped diagnosis search
 - Requires additional licensing
 - Requires network connection at each end user work station

- System wide registry setting to indicate ICD-10 cutover date
 - Ability to flex at the payor (PM) or provider (MSO) level as required

- Pull appropriate diagnosis based on date of service for all claims
 - 837 Institutional
 - 837 Professional
 - 837 Dental
 - UB-04
 - HCFA-1500

- Provide ability to cross-map between ICD-9 and ICD-10 for procedures
 - Does not replace CPT codes - only applies to inpatient procedure billing
 - Allows clients to input cross mapped content for simultaneous capture of both ICD-9 and ICD-10 procedure codes

- DRG Capture
 - Allows clients to input cross mapped content for ICD-10-CM to DRG Codes

- Advanced Billing Rules
 - Allows clients to input smaller subset of ICD-10 codes used for Advanced Billing Rules
 - Ability to create both ICD-9 and ICD-10 Billing Rules

3.2 Scope of Services

ICD-10	
Registry Settings	Netsmart resources will assist Client in applying required registry settings to enable ICD-10 functionality.
Configuration Training	Project team training focuses on the following areas: <ol style="list-style-type: none"> 6. Setting of the ICD-10 registry setting 7. Connection to external web service 8. Review individual payor and provider ICD-10 over-ride capabilities 9. Validation of successful data conversion from existing diagnosis tables to new diagnosis tables 10. Training on ICD-10 Procedure input and configuration

	11. Training on Advanced Billing Rules input and configuration 12. Training on DRG input and configuration
End-User Training	During this event, Client will deliver training to all end users in preparation for go-live. Objectives <ul style="list-style-type: none"> • Train end-users on ICD-10 functionality Client responsibilities: <ul style="list-style-type: none"> • Distribute training materials provided by Netsmart (or create custom training materials) • Conduct end-user training, ensuring that all necessary staff are trained prior to go-live. Netsmart responsibilities: <ul style="list-style-type: none"> • Provide client with Netsmart training materials

myHealthPointe (formerly ConsumerConnect)	Scope of Services
	<p>myHealthPointe offers clients the ability to provide their clients with access to information related to their care, 24 hours a day through a secure, web-based portal.</p> <p>myHealthPointe New Implementation will be performed in a single phase approach concurrent to the myAvatar upgrade for previously installed solutions.</p>
Key Functions	Includes one customized myHealthPointe user interface chosen from a standard list of attributes.
	The practice can create custom forms and schedule the delivery of the forms based on defined criteria and/or trigger events, such as a completed appointment.
	Providers can communicate with clients/patients through secure messaging.
	The practice can update the logo that will be displayed on the portal to all clients/patients.
	The practice can create and manage groups for secure messaging so that clients/patients can submit a targeted request to a specific group (Examples: billing, scheduling, provider group).
	Clients/patients can register into the system with a combination of their own email address and a pin generated from the provider

	<p>portal. The pin is used to link the client/patient's account to their CareRecord.</p> <p>Clients/patients can request schedule and appointment changes, subject to Clinician/Scheduler approval.</p> <p>Clients/patients can communicate with their care team using secure messaging.</p> <p>Clients/patients can generate a Continuity of Care Document (CCD) that can be provided to another practitioner, system or setting to support the continuity of care.</p> <p>Clients/patients can create their SMS and email notifications for appointments, results and medications.</p> <p>Clients/patients can request a medication refill request subject to clinician approval.</p> <p>Clients/patients can customize appearance and order of widgets on their home page.</p> <p>Clients/patients can view their information that is on file, including: demographics, emergency contacts, vitals, insurance, current medications, past medical history, problems, family history, immunizations and allergies.</p> <p>Clients/patients can use the self-service password reset functionality for resetting their own password.</p> <p>Clients/patients can add a dependent account and all of the dependent's information will be viewable to the guardian. The age at which a dependent is automatically disassociated in the portal from their guardian is a global configuration.</p>
<p>Configuration & Training</p>	<p>Patient (Staff Train the Trainer for patient training)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Registering account <input type="checkbox"/> Appointment list <input type="checkbox"/> Requesting appointments <input type="checkbox"/> Appointment Reminders <input type="checkbox"/> Medications List <input type="checkbox"/> Medication refill requests <input type="checkbox"/> Secure Messaging <input type="checkbox"/> Notifications <ul style="list-style-type: none"> o General configuration o Appointment Reminders o New message notifications

	<p>Staff (Train the Trainer session)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Administration <ul style="list-style-type: none"> o Setting up new users - we will do up to the first 20 o Portal settings and not to change them <input type="checkbox"/> Access of the portal administration views <input type="checkbox"/> Secure Messaging <ul style="list-style-type: none"> o New messages o Send messages <input type="checkbox"/> Patient Provisioning <input type="checkbox"/> Custom form creation <input type="checkbox"/> Appointment Requests <input type="checkbox"/> Medication Refill Request
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CareConnect – New implementation	Scope of Services
<p>CareConnect enables the sharing of clinical information between and among providers involved in the care of a consumer and with other entities such as Regional Health Information Organizations (RHIOs). CareConnect works with the Netsmart enterprise system to provide a secure way to exchange clinical and administrative information. It is the vehicle for Clinical Information Exchange.</p> <p>CareConnect New Implementation will be performed in a single phase approach concurrent to the myAvatar upgrade for previously installed solutions.</p>	
Key Features	<p>Satisfy Meaningful Use requirements to provide the capability to exchange key clinical information among providers of care and patient authorized entities electronically.</p>
	<p>CareConnect will satisfy the following Stage II Meaningful Use requirements:</p> <ul style="list-style-type: none"> • Exchange Clinical Information (Other Providers) • Immunization Reporting • Public Health Surveillance Reporting • Meaningful Use Measures
	<p>The following services are available for interfacing through CareConnect:</p> <ul style="list-style-type: none"> • Client to Client Referrals • • • • •
OrderConnect	<ul style="list-style-type: none"> • For lab orders and results OrderConnect is considered a prerequisite solution.

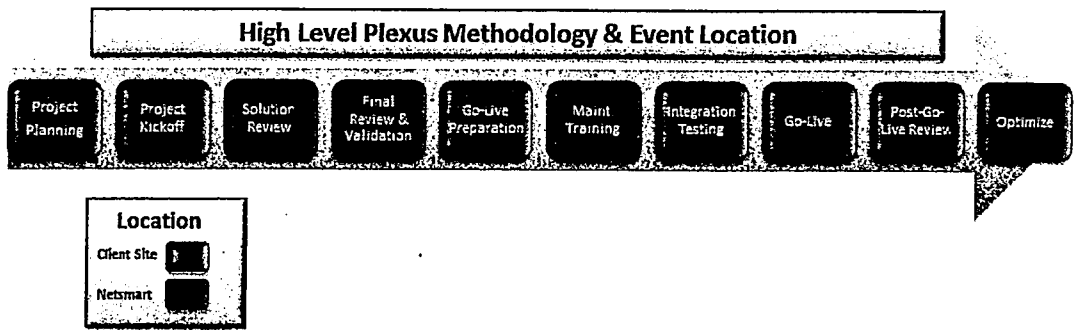
3rd Party Vendors	<ul style="list-style-type: none"> • Non-preferred vendor selection may require time to develop the connection. • Engagement from 3rd party vendors/connections is required.
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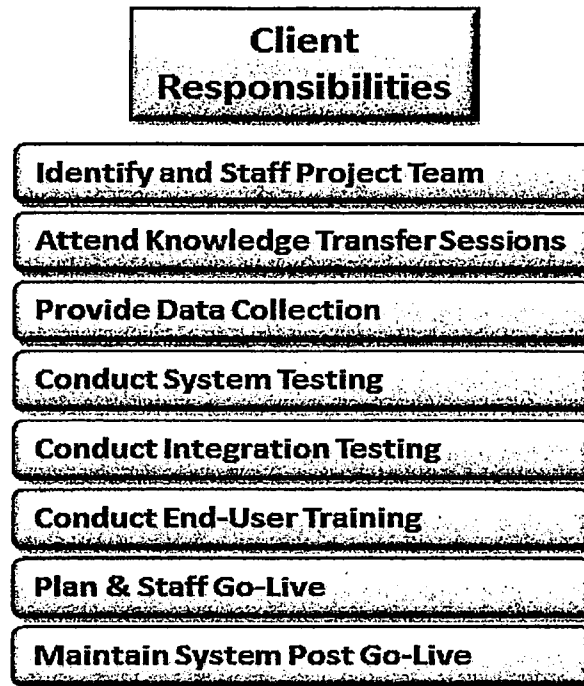
4. Assumptions

- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- New hardware, if required, will be delivered by the date required in the Project Schedule.
- Client will use currently supported Crystal Professional version for all report development.
- Client will provide sufficient resources as identified in the work breakdown structure of the project plan.
- A training room will be available for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart if it is part of the planning and expectations for the project.
- Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda.
- Netsmart will share available recommended practices during the implementation.
- The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined below.
- Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the client. Additionally, the client must provide proof of this licensing. This includes Micromedex content, CPT or DSM codes.
- Travel costs will be billed monthly, as incurred per Netsmart Standard Rates and at actual cost. Estimated travel up to \$24,000.

5. Location of Work & Client Responsibilities

The location of work by Netsmart and Client staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at Client location(s), at a Netsmart regional office or conducted remotely. A high-level outline for work location and Client responsibilities is provided below.





6. Plexus Events, Expectations & Deliverables

The following section of this document details the main deliverables of the Client Implementation.

6.1 Sales to Operations Transition

Our implementation services begin with a formal transition from our Sales Team to our Project Management Team. This thorough transition process ensures that the expectations set and project management scoped during the sales process is reviewed including all contract components, and operational flows gathered during the sales cycle.

6.2 Hardware Network OS/Installation

If Client-hosted:

The Client is responsible for providing the hardware, operating system software, and the network upon which the licensed programs operate. In the event hardware is purchased through Netsmart Technologies, its installation is coordinated and managed by Netsmart.

Netsmart's engineers require the completion of a hardware/network survey prior to installation of any solutions. This ensures that all equipment meets application and performance requirements before Netsmart Technologies installs the programs.

If Netsmart-hosted:

The client is responsible for providing the desktop hardware, operating system software, LAN/WAN network, and Internet connectivity upon which the licensed programs operate.

Netsmart's engineers require the completion of a desktop hardware, network, and bandwidth survey prior to installation of any solutions. This ensures that all equipment and connectivity methods meet minimum application and performance requirements before Netsmart Technologies installs the programs.

6.3 Software Delivery and Installation

If Client-hosted:

Licensed software solutions and keys are delivered via FTP with User Documentation that describes the application and database organization.

Netsmart's system engineers install the solution on the system hardware/server and a subset of Client workstations. This software installation is performed remotely via VPN connection and includes the following:

- Loading the InterSystems Cache database products needed by the application
- Loading purchased Netsmart's Licensed Programs that make up the solution
- Testing the software to ensure access from the Client workstations
- Training the customer on installing workstation software
- Training the customer on basic operation tasks related to system start-up, shut-down, back-up and recovery procedures

Netsmart engineers will create and install Plexus Home, BUILD, TEST and LIVE environments for all applications purchased.

If Netsmart-hosted:

Licensed software solutions and keys are delivered via FTP with User Documentation that describes the application and database organization.

Netsmart's system engineers install the solution on the server system hardware within Netsmart's Plexus Cloud hosting environment. Netsmart will assist the Client in connecting to the hosting environment and connecting a subset of Client workstations. Netsmart's Plexus Cloud installation will include:

- Loading the InterSystems Cache database products needed by the application on all applicable servers
- Loading purchased Netsmart's Licensed Programs that make up the solution
- Testing the software to ensure access from the Client workstations
- Training the customer on installing workstation software

Netsmart engineers will create and install Plexus Home, BUILD, TEST and LIVE environments for all applications purchased.

6.4 Project Planning

The Project Planning Event is an opportunity to begin preparing your project team. The Client project team will be introduced and the team's responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additionally project tools that will be used will be shown through demonstration and hands-on experience.

If purchased, Super User Solution web-based training courses are provided to up to 25 named Project Team users via the myLearningPointe (www.mylearningpointe.com) online platform. Individual user training access is distributed and available to Project Team users starting at the Project Kick Off Plexus Methodology event and

concludes at initial Go Live event. Users will have unlimited access to the provided solution training courses during the implementation.

Objectives:

- Review project management principles
- Review event-based Netsmart Plexus Foundations methodology
- Provide hands on experience with solutions
- Introduction to tools to be used during the project
- Introduction to Starter Kit questions
- Introduce Plexus Home & scripts
- Gather state reporting & payor requirements
- Introduce myLearningPointe training classes (where applicable)
- Conduct project Planning Assessment (Gate 1)
- Plan for next event

Client Responsibilities:

- Identify Client project team and develop Client Staffing Plan
- Ensure correct Client personnel attends the Project Planning event
- Provide necessary facilities and equipment to support session
- Complete Starter Kit questions
- Review and sign Communication Management, Change Management & Risk Management Plans
- Complete myLearningPointe training classes (where applicable)

6.5 General Project Management

Active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities are supplemented by critical control points, progress checkpoints, called Plexus Gates are included to ensure that the project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to both a time and cost budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.

- Status meetings & Project Status Reports
- Client signoff and acceptance letters
- Project plan change requests
- Product Change Requests
- Product Improvement Forms
- Plexus Gates

6.6 Project Kickoff

The Project Kickoff consists of three discreet activities: Project Kickoff presentation, Workflow Assessment and Scope Review.

The project kickoff presentation gives the Client Executives, project sponsors and project leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.

The scope review session includes breakout sessions led by SA's to review in detail the contract scope.

During the Workflow Assessment the Netsmart Solution Architect (SA) and Client departmental/solution representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department, will walk through the departments to get an understanding of the Client's unique workflow and processes and how it aligns with Netsmart's recommended practices. The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the Workflow Assessment which will serve as a framework for questions and documentation of the discussions that occurred during the assessment.

Objectives:

- Conduct official project kickoff meeting
- Introduce Netsmart Solution Architects
- Review Starter Kit outstanding items
- Conduct Workflow Assessment
- Identify improvement opportunities
- Conduct scope review
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Project Kickoff Assessment (Gate 2)
- Plan for next event

Client responsibilities:

- Deliver Project Kickoff presentation (with Netsmart leadership support)
- Complete Starter Kit questions prior to the event
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during departmental walkthroughs
- Participate in scope review discussions
- Provide necessary facilities and equipment to support the event

6.7 Solution Review

The discussions during this event are a continuation of the data collection the Client has already provided leading up to Solution Review. The Solution Architect will provide a demonstration of basic departmental workflow, providing context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions leading to the building of a complete and functional system.

The Solution Review event requires the attendance of end-user/departmental representatives trusted and empowered to make design decisions. These representatives should have a solid understanding of the workflow in their area of expertise and will be expected to interact accordingly with others within the department to gain access to answers as will be necessary.

Client leaves the Solution Review event with assignments to be performed over the next several weeks. The assignments will be documented along with expected due dates and can be reviewed as a part of the Event Summary Document. The Netsmart project team will work with the Client to establish these deadlines and schedule conference calls to provide guidance and ensure the Client is on track.

Objectives:

- Demonstrate recommended system workflow in Client system
- Conduct integration discussions
- Discuss data collection materials
- Identify Policies & Procedures requiring change
- Review the event summary and sign-off
- Plan for next event

Client Responsibilities:

- Participate in the Solution Review event
- Provide knowledge of requested data and current departmental processes and workflow
- Identify Standard Operating Policies & Procedures for organization that will require change
- Make design decisions for future state processes
- Complete data collection assignments by defined due dates
- Identify process improvement opportunities

6.8 Final Review & Validation

This event consists of three discrete parts: Final Review & Application Training, System Testing & Learning Plan discussions.

The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the Clients completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the Client personnel.

The System Testing Session will include a starter set of test scripts, examples upon which they can customize their own scripts, as well as instruction on testing principles, policies and procedures. During this session, there will also be discussion regarding the development of a Client testing strategy/plan for which the Client will be given a sample on which to build their own.

The Learning Plan session is included to help Clients develop a solid plan to ensure end-users will be effectively trained prior to go-live. This will be critical to the success of the project as well as adoption of the solutions. The plan will include training strategies, resource requirements, any required technologies and/or logistics, timelines, goals and objectives.

The same group of Clients that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar with the system.

Objectives (Final Review)

- Provide in-depth demonstration of the solutions and build using the Client's domain
- Review and confirm design decisions and build
- Confirm the solution workflow
- Complete design process
- Provide hands-on solution training
- Conduct Plexus Final Design Assessment (Gate 3)
- Plan for next event

Objectives (System Validation)

- Provide training on test script development and testing concepts
- Begin development of Client-specific system test scripts
- Plan for next event

Objectives (Learning Plan Development)

- Conduct Learning Plan session
- Begin development on Learning Plan
- Plan for next event

Client responsibilities:

- Participate in Final Review & Validation event
- Provide appropriate resources to attend sessions
- Complete data collection assignments
- Validate design and build
- Signoff design decisions
- Customize sample test scripts to use during system and integration testing
- Customize sample training materials in preparation for end-user training
- Develop Learning Plan & execute against plan for end-user training

6.9 Go-Live Preparation

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to the Client. Solution and project management discussion are delivered during this week and focus, in preparation for go-live, on assessing the Client's knowledge of the system as well as preparing the Client for their training events and go-live. In the solution discussions, the Client trainers are expected to provide a live demonstration of the system back to the Netsmart project team to confirm their understanding of the system and to confirm they are prepared to effectively train the end-user population.

System Testing, while not complete, should be well underway. Netsmart Project Management will facilitate the event at the Client site, while the rest of the Netsmart project team participates via a conference call.

Those attending the event should be the same as the Final Review and Validation attendees. Department heads and/or key departmental representatives should attend the solution activities along with the Client representative responsible for testing coordination.

Solution-Specific Activities & Objectives

- Client to demo system using the Client demo script exhibiting a clear understanding of the solution functionality and departmental processes
- Understand open issues, escalate, and plan as appropriate
- Review completed training materials
- Review Go-Live Readiness Assessment

Project Management Activities & Objectives

- Initiate ownership transition process
- Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing
- Finalize Integration Testing Plan
- Initiate Go-Live Planning
- Conduct Plexus Go-Live Preparation Assessment (Gate 4)
- Plan for next event

Client Responsibilities:

- Demonstrate understanding of system and departmental processes by leading a demonstration of the application
- Finalize Training Strategy/Plan
- Provide adequate training facilities
- Provide completed testing materials
- Schedule and perform end-user training
- Finalize Integration Testing scripts and Integration Testing Plan
- Confirm users will be trained and available for Integration Testing
- Confirm facilities and hardware is in place to support Integration Testing
- Develop and own the Go-Live Plan

6.10 Maintenance Training

During this event, the Client will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, *not* design and build activities. After maintenance training, the Client is equipped to make changes, modifications and updates to their implemented system.

Client representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

Objectives

- Prepare Client representatives to make common data base updates
- Train Client to locate supporting documentation and to use the appropriate tools to manage system maintenance
- Educate Client on troubleshooting tools and techniques
- Confirm Client policies and procedures have been updated
- Confirm Integration Testing readiness
- Plan for next event

Client responsibilities:

- Attend database maintenance training
- Learn the application tools needed to maintain the production system

6.11 Integration Testing

One round of Integration Testing will be conducted according to the Client's Integration Testing Plan. Integration Testing will be executed at the Client's site and will be led by the Client project management team with assistance from the Netsmart project team.

IT will allow the system testers to flow a complete patient experience, “a day in the life” of a patient, using the system including all involved, major workflow processes. This event also allows the Client to validate SOPs and end-user training prior to conversion.

Objectives

- Complete Integration Testing according to plan
- Confirm Go-Live preparedness
- Ensure all critical path issues have an action plan
- Conduct Plexus Go-Live Assessment (Gate 5)
- Plan for next event

Client responsibilities:

- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

6.12 Go-Live:

Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the Client site, supported by both project teams. Netsmart support will include the first 3 days following go-live and will include the Netsmart Project Manager onsite along with remote support from the Netsmart Delivery Consultants/Analysts.

Objectives:

- Begin functional use of Netsmart solutions
- Transition support from Netsmart project team to the Client
- Gather and document feedback regarding project experience, including methodology & project team resources

Client responsibilities:

- Develop and complete go-live plan
- Confirm all systems, resources and 3rd parties are scheduled and prepared for go-live
- Conduct go-live plan meetings to outline plan for all solutions and users
- Execute go-live plan
- Document go-live issues

6.13 Post-Go-Live Review

The purpose of Post-Go-Live Review is to gauge end-user satisfaction, understand current utilization of the solutions, and discuss process and solution issues. As a part of the review, which includes a series of interviews, observations, recommendations are made on how to optimize design, build and general use of the system in order to take advantage of all that the solution has to offer as well as ascertain potential design enhancements.

Additionally, this process provides a view to solution capabilities and additional benefits that are available to your organization, allowing for more effective planning for system and process optimization and project phases.

The Post-Conversion Review will be conducted at the Client site by a Solution Architect and is to be conducted 60 to 90 days following conversion.

Objectives:

- Conduct Post-Go-Live Review interviews
- Interview Client using Post-Go-Live Review template
- Gather and document feedback regarding end-user and organizational satisfaction
- Identify critical process workflow enhancement concerns
- Gather feedback regarding system adoption
- Hold & document conversations for continued relationship opportunities, planning needs & optimization
- Develop short and long term action plans
- Deliver Post-Go-Live Executive Summary
- Plan for optimization

Client responsibilities:

- Provide answers to Post-Go-Live review questions
- Plan for optimization

Exhibit D: Hosting and Subscriptions Addendums

NETSMART HOSTING ADDENDUM TO LICENSE

This Addendum December 8, 2015 (the "Addendum Effective Date") is a supplement to the terms of the License and Services Agreement dated as of 30th of June, 2004, ("Master License Agreement") by and between Netsmart Technologies, Inc. ("Netsmart") and Washoe County Department of Social Services within Washoe County ("Client").

1. **PURPOSE OF ADDENDUM** This Addendum states the terms and conditions under which Netsmart will provide software hosting services and permit Client to load Data on the Hosted System via a virtual private network ("VPN") or Secure Socket Layer ("SSL").
2. **DEFINITIONS** Capitalized terms in this Addendum that are not defined below will have the same meaning as the terms that are given in the Master License Agreement. All references to Schedules mean the Schedules attached to this Netsmart Hosting Addendum to License unless otherwise indicated.
 - a) "Client Hardware" means the computer hardware and communications equipment required by Client to log on to the System and use the Software Services and is the responsibility of Client to obtain.
 - b) "Data" has the meaning provided in Section 6
 - c) "Hosted System" means the hardware and software in Netsmart's data center, including the Licensed Programs as defined in the Master License Agreement that are used to provide Software Services to Client.
 - d) "Month 1" means the first day of the first month after mutual contract execution.
 - e) "Netsmart Provided Hardware" means any equipment provided to the Client by Netsmart
 - f) "Service Charges" means the amount to be paid by Client for
 - i) Netsmart's data center usage;
 - ii) Any Netsmart Provided Hardware ;
 - iii) Any Professional Services
 - iv) The payment terms for for professional services, third party products and for recurring charges are set forth on Exhibit A.
 - g) "SLA" is an abbreviation for Service Level Agreement. The Service Level Agreement, or SLA, describes the functions, features and performance capabilities of the Hosted System as available at Client's site and is set forth in Addendum Schedule 2b.
 - h) "Year 1" means the period from the Addendum Effective Date through its one year anniversary.
3. **TERM**
 - a) Netsmart hereby grants Client a non-transferable, non-exclusive right to access the Hosted System from Netsmart's Data Center for a period of 60 months from the Addendum Effective Date (the "Initial Term").
 - b) Client has the option to terminate the hosting relationship with Netsmart prior to the expiration of the Initial Term, on sixty (60) days' notice to
 - c) At the expiration of the Initial Term this Agreement will be automatically renewed on an annual basis on the anniversary of the Addendum Effective

Date for additional one year terms ("Option Terms"). Either party may terminate this agreement as of the last day of the Initial Term or any Option Term, by giving the other party not less than one-hundred and eighty (180) days, in the case of a termination by Netsmart, or sixty (60) days, in the case of termination by Client, written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term as the case may be.

- d) The Hosted Software Services may be used by Client only:
 - i) for Client's internal business purposes and not to process the data of any other entity; and
 - ii) for access by the maximum number of named users permitted under the master License Agreement; and
 - iii) so long as the Client is not otherwise in default under the Master License Agreement or this Addendum.

Subsections (i), (ii), and (iii) above shall be understood to permit non-employees of Client, such as agents or contractors who have a need for access to the Licensed Programs to support the internal operations of Client, to be added as named users for the Licensed Programs.

- e) This Addendum does not convey to Client any title or ownership interest in the Hosted Systems or the Licensed Programs. Client has additional rights in the Licensed Programs, however, under the Master License Agreement.
- f) The Hosting Services covered by this Addendum are provided solely to Client. Client is prohibited from engaging in any activity that makes these Hosting Services available to third parties.

4. CHARGES AND PAYMENT TERMS

- a) Client agrees to pay Netsmart the Service

Charges in the amounts and at the times set forth in Exhibit A. With the exception of the initial invoice which is due upon contract signing, invoices are payable net thirty (30) days after invoice date.

Thereafter, any outstanding balance shall bear simple interest at the lower of 18% per annum or the highest interest rate permitted by law. Failure to make timely payment is considered a material default of the Master License Agreement. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at <http://www.ntst.com/ARpolicy>.

- b) Netsmart agrees that it will not revise the Charges for Hosting Services during the first year of this Addendum. Netsmart will give Client not less than sixty (60) days written notice prior to any anniversary of the Addendum Effective Date with the revised schedule of Hosting Service Charges. Charges will not be increased by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care or 4%, whichever is higher.

5. TAXES

The Charges set forth in this Agreement do not include any taxes. Where applicable, there shall be added to such Service Charges and Client shall pay amounts equal to any taxes (however designated, levied, or based) on such Service Charges including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart.

6. PROTECTION OF CLIENT DATA

As used in this paragraph 6, the word "Data" means all information acquired from Client that will reside on a Netsmart secure server and be maintained for Client during the performance of this Agreement. Netsmart will maintain the Data in

accordance with generally accepted security standards applicable to protected health information and as required by law Upon termination of this Agreement for any reason Netsmart will make a machine readable copy of the Data available to Client.

7. **GENERAL TERMS**

Except as expressly set forth in this Addendum, the relationship between Netsmart and Client will be governed by the provisions of the Master License Agreement.

8. **SURVIVAL OF TERMS**

In the event this Addendum terminates pursuant to its terms, the Master License Agreement will continue in full force and effect.

9. **CROSS DEFAULT**

A default by Client and resulting termination of the Master License Agreement will similarly terminate the license rights granted by this Addendum. A default and termination of this Addendum, however, will not constitute grounds for termination of the Master License Agreement, unless the default under this Addendum would likewise be grounds for termination of the Master License Agreement

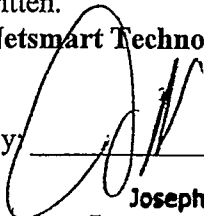
10. **USE OF NETSMART WEBSERVICES**

If separately purchased, Netsmart supports the use of Netsmart-provided web services in both the SaaS and hosted environmental platforms. A secure medium for transmission of web services data is required in order to connect to the Netsmart environment.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

Netsmart Technologies, Inc.

By: _____


Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.

Date: _____

11/24/15

Washoe County Department of Social Services within Washoe County

By: _____

Title: Chair, Washoe County Commission

Date: _____

Hosting Addendum Schedule 2(a)
Client Hardware

User's Computer (Minimum)

Processor	1 gigahertz (GHz) or faster 32-bit (x86)
Operating System	Windows XP, or later
RAM	1 GB or greater
Hard Disk Space	512 MB or greater
Monitor	VGA or higher (1024 x 768 pixels)
Mouse	Microsoft Mouse, or compatible pointing device
Browser	Internet Explorer 6.0 SP1 or higher (32-bit only)
Minimum Java Requirement	JRE 1.6.0_17 (32-bit only)

User's Computer (Recommended)

Processor	2 gigahertz (GHz) or faster 32-bit (x86) or 64-bit
Operating System	Windows XP, or later
RAM	2 GB or greater
Hard Disk Space	1 GB or greater
Monitor	VGA or higher (1024 x 768 pixels)
Mouse	Microsoft Mouse, or compatible pointing device
Browser	Internet Explorer 7.0 or greater (32-bit only)
Minimum Java Requirement	JRE 1.6.0_17 (32-bit only)

Technical Requirements may change over the course of the Agreement and as such, Netsmart shall notify Client of any change in which Client is expected to reasonably adopt to meet then-current technical requirements.

Hosting Addendum Schedule 2(b)
SERVICE LEVEL AGREEMENT
For
Hosting Account Services

1. Coverage; Definitions

This Hosting Availability Service Level Agreement (SLA) applies to you ("Client") if you have contracted for any of the following web-based services from Netsmart: Avatar, TIER, Insight, or Cache hosting, e-mail hosting, or web hosting.

This Section sets forth the System Availability commitments for Hosting Services. If monthly System Availability (as defined below) falls below 99.9%, Netsmart will provide a credit against the Client's next monthly Hosting Fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

System Uptime %	Credit %
>= 99.0% and < 99.9%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

2. *System Availability Calculation*

- a) Netsmart will calculate System Availability as set forth below for each month during the Term of this Netsmart Contract Addendum.
- b) System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

$$\text{System Availability} = [(\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})] \times 100$$

"Base Time" equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

"Unscheduled Downtime" equals the time (in minutes) during which the Production System is not operational (excluding "Scheduled Downtime") from Netsmart's Hosting facility internet connection based on the measuring methodology documented below.

"Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to Schedule Downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc.

- c) Client is permitted to audit the Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of the Unscheduled Downtime. This audit must take place within 30 days of the month end.
- d) Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the Hosting Fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.
- e) Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the Hosting Service fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.
- f) If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.
- g) The System will be considered in a System Stabilization Period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

3. Exceptions

Client shall not receive any credits under this SLA in connection with any failure or deficiency of Hosting Availability caused or associated with:

- a. Circumstances beyond Netsmart's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, web server software, FTP Servers, or statistics) or inability to obtain supplies, or power used in or equipment needed for provision of services;
 - b. Failure of access circuits to the Netsmart Network, unless such failure is caused solely by Netsmart;
 - c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
 - d. Issues with FTP, POP, or SMTP Client access;
 - e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Services;
 - f. E-mail or webmail delivery and transmission;
 - g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers.
 - h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.
4. **Scheduled Maintenance**
Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire ASP/Hosting environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM – 5:30AM EST.
5. **Credit Request and Payment Procedures**

In order to receive a credit, Client must submit a request for credit to Netsmart Technologies, Inc. Accounting at AR@ntst.com, within ten (10) business days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA cannot exceed the total hosting fee paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this SLA if Client applied for and received a credit. Nothing in this SLA precludes Client from pursuing an alternate contract remedy for any future incident that may occur.

Netsmart Subscription Products Addendum

1. **Introduction.** Effective December 8, 2015 (“Effective Date”) this Addendum is a supplement to the terms of the License and Services Agreement dated June 30, 2004 by and between Netsmart Technologies, Inc. (“Netsmart”), and Washoe County Department of Social Services within Washoe County, (“Licensee”), which will be referred to in this Addendum as the “Master License Agreement”. The terms and conditions of this Addendum will apply to Subscription Products and Services identified in Section 2 by check mark. All references to Schedules in this Addendum refer to the Schedules of this Addendum.
2. **Subscription Products and Services Descriptions.** Subscription Products and Services will include all generic versions, corrections, enhancements and improvements developed by Netsmart during the Term of this Addendum:

OrderConnect **Not Included**

The OrderConnect suite is an e-Prescribing and medication management product. The full version of this product has the ability to exchange web-based pharmaceutical information, prescriptions, medication orders, disease specific information, laboratory orders, and radiology/imaging and results with defined allied healthcare partners.

CareConnect **Not Included**

A software service that enables clinical data to be shared between providers and other entities such as RHIOs Regional Health Information Organizations (“RHIOs”), Health Information Exchanges (“HIEs”), State agencies for public health organizations for immunizations, reportable labs and syndromic surveillance data in support of national standards related to continuity of care, and Netsmart client to client referrals to support transitions of care with direct messaging capabilities.

Care Guidance/Clinical Quality Metrics **Not Included**

Netsmart’s Clinical Decision Support and Quality Measures ensure clients utilizing a Netsmart CareRecord have the means necessary to meet all Meaningful Use stage 2 requirements for metric reporting and care guidance functionality. The Care Guidance rules are based upon national quality forums clinical quality measures, thus assuring clinician awareness and organizational improvement towards meeting quality outcomes measures. As data is aggregated on the Clinical Quality Metrics (“CQM”) Netsmart will benchmark your organization’s performance on all required CQM.

myHealthPointe Portal **Not Included**

A Consumer web portal that enables Care Providers to proactively involve Consumers in their care. Using the portal, Consumers can schedule appointments, view current medications, and communicate with their Care Providers.

ProviderConnect **Not Included**

A software product that supports data exchange between the Netsmart host system and outside providers of care.

RevConnect **Not Included**

3. Supplemental Definitions

Any capitalized term not defined below but used in this Addendum will have the meaning given to that term in the Master License Agreement.

“Agent” means any person who is authorized under applicable law and regulations to transmit or relay prescription authorization information between a Prescriber and a pharmacy. An Agent is typically a nurse who is authorized by a physician to communicate with a pharmacy or laboratory on behalf of a Prescriber.

“Anniversary Date” means the annual calendar anniversary of the Effective Date.

“Care Provider” means an organization that provides medical or health services and any other person or organization that furnishes, bills, or is paid for health care in the normal course of business including a hospital, critical access hospital, skilled nursing facility, or comprehensive outpatient rehabilitation facility.

“Charges” means the amounts to be paid by Licensee for the right to use the Subscription Products and Services and for hardware or other Third Party Products acquired by Licensee under the terms of this Addendum. The Charges and payment schedule are set forth in Exhibit A.

“Consumer” means an individual who is receiving services from a Care Provider, and who has the right to access specific portions of their electronic health record and the ability to exchange messages with their Care Provider through a Subscription Services Product.

“Drug Information Data” or “DID” means context-relevant drug database products licensed from one of the following publishers: Cerner Multum, Inc. (“VantageRx”), First DataBank Evaluations of Drug Interactions (“EDI”) or Thompson Reuters, Inc. (“UltiMedex”) that provides drug and allergy interaction and dosage information (collectively, “DID Publishers”).

“Non-Prescribing User” means any person who is granted limited access to OrderConnect for the purpose of editing information that is not required to be entered or modified by a Prescriber or Agent under applicable law and regulations. A Non-Prescribing User typically generates reports without modification of the information in the reports, and can update basic demographic information,

“Patient Data” or “Consumer Data” means names, addresses, social security numbers, medical records and any other information concerning or relating to Consumers which is deemed to be protected health information under the rules and regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Deidentified Data (as such term is defined by HIPAA) shall not be considered to be Patient Data.

“Prescriber” means any person who possesses a DEA number and who is authorized by law to write prescriptions.

“Service Level Agreement” means the minimum performance criteria that Netsmart will meet while delivering the Subscription Service and the remedial action if performance falls below the target criteria as provided in in this Agreement.

“Technology Environment” means the computer hardware, private network and internet access capabilities, required to install and operate the Subscription Services. A description of the recommended Technology Environment is set forth in this Agreement.

“User” means an individual or entity, other than a Consumer, that has been granted access with a user ID and password to a Subscription Product or Service by the Licensee.

“Year 1” means the period from the Addendum Effective Date through its one year anniversary.

4. License Terms and Conditions

- A. The Subscription Products and Services are specifically included within the grant of license and term of license as “Licensed Programs” under the Master License Agreement.
- B. Licensee grants to Netsmart a non-exclusive, non-transferable license (the “Usage License”) to use all Patient Data for the sole purpose of operating the Subscription Products and Services for the benefit of Licensee and its clients and for maintaining the Subscription Products and Services (for example, creating backups of the Patient Data or moving it between servers) so long as Netsmart has a bona fide need to do so subject to and for the sole purpose required by this Addendum and the Master License Agreement. The Usage License does not confer on Netsmart any right to share Patient Data with third parties other than Netsmart employees or consultants who are bound by agreements that contain confidentiality provisions equivalent to those contained in the Master License Agreement. The foregoing restriction on Netsmart’s use of Patient Data does not prohibit Netsmart from making use of Deidentified Data as described and permitted under HIPAA.

5. Term and Termination

- A. Netsmart will make the Subscription Products and Services available and Charges will apply, during the one (1) year term shown in Schedule A for each Subscription Product or Service (“Initial Term”). After the Initial Term, the Subscription Products and Services will continue to be available to Licensee for additional terms of twelve (12) months, commencing on each subsequent Anniversary Date. Either party may terminate this Addendum upon (sixty) 60 days notice with or without cause.
- B. In the event that Licensee discontinues using the Subscription Products and Services for any reason, Licensee shall be entitled to the return of all data entered into the Subscription Product. In the event Netsmart ceases doing business, Licensee shall also be entitled to the return of all data entered into the Subscription Product. In the event data is returned to Licensee, it will be provided in comma delimited file format or another format mutually agreed to by both parties.
- C. Either party may terminate this Addendum in the event the other is in material breach of the terms of this Addendum, or as permitted under the Master License Agreement.

6. Charges and Payment Terms

Licensee shall pay Netsmart for the Subscription Products and Services as provided in Schedule A. Netsmart will give Licensee not less than sixty (60) days written notice prior to any Anniversary Date of any revised schedule of Charges for a subsequent term. Charges will not be increased for any renewal term by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care or 4%, whichever is higher. Netsmart will invoice Licensee for all recurring charges on an annual basis. All invoices shall bear terms of net cash, thirty (30) days from date of mailing. Failure to make timely payment is considered a material default of the Master License Agreement. Delinquent accounts will be subject to Netsmart’s Delinquent Account Escalation Policy set forth at <http://www.ntst.com/ARpolicy>.

7. Licensee Obligations

In addition to the obligations under the Master License Agreement Licensee agrees:

- A. That it has no ownership rights in data or information in the DID services or content.
- B. To restrict use of Drug Information Data to licensed healthcare professional directly connected with the Licensee, either as an employee or an authorized affiliate. Such use shall be made only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between the Licensee and the publisher of the Drug Information Data, Licensee assumes full responsibility for ensuring the appropriateness of using and relying upon the information supplied by the Drug Information Data publisher, in view of all attendant circumstances, indications and contraindications. Except as provided above, it will not otherwise make the DID content available to any person, or entity including the government, whether affiliated or not, except as required by subpoena or other legal process and after notice to the owner of the content.
- C. To maintain accurate and up to date Patient Data in all systems covered by the Master License Agreement. Licensee hereby represents and warrants that it has obtained from its patients all authorizations and consents required under all applicable laws in order for Licensee to provide Data to Netsmart (and its third party vendors if applicable) and for Netsmart and its vendors to use Data to provide the Services in accordance with this Addendum.
- D. To provide support to its Users and Consumers related to their use of the Subscription Products and Services.
- E. To notify Netsmart in the event Licensee becomes aware of or suspects misuse, unauthorized access, data corruption or any other threat to the security of the Subscription Products system and related data or if Licensee receives a subpoena or other legal process requiring disclosure of Netsmart confidential information or DID content.

8. Netsmart Obligations

In addition to the obligations of the Master License Agreement, Netsmart will be responsible for:

- A. Establishing SSL connectivity between the Consumer's computing device and the Care Provider's firewall;
- B. Meeting the service levels as stated in the Agreement;
- C. Keeping Patient Data confidential in accordance with the terms of the Master License Agreement.

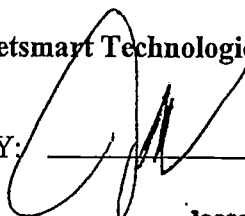
9. Limitation on Cumulative Liability

EXCEPT FOR A CONTRACTUAL OBLIGATION TO INDEMNIFY LICENSEE, THE CUMULATIVE LIABILITY OF NETSMART TO LICENSEE FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THE SUBSCRIPTION PRODUCTS AND SERVICES COVERED BY THIS ADDENDUM, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE AMOUNT OF THE CHARGES PAID TO NETSMART UNDER SCHEDULE A FOR THE PRIOR TWELVE (12) MONTHS.

10. List of Schedules

Schedule A Supplier pass-through terms for third party solutions

Netsmart Technologies, Inc.

BY:  _____

Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.

TITLE: _____

DATE: 11/24/15

LICENSEE: WASHOE COUNTY
DEPARTMENT OF SOCIAL SERVICES WITHIN
WASHOE COUNTY

BY: _____

Marsha Berkbigler

(PRINTED NAME)

TITLE: Chair, Washoe County
Commission

DATE: _____

Schedule A – Third Party Pass Through Terms

These terms are from Netsmart's third party vendors in which Client agrees to such terms. In the event of the conflict between these terms and the terms of the Agreement, the terms of the Agreement prevail.

For CareConnect, Direct Message Mailbox subscriptions:

*Direct Messaging is subject to Netsmart's third party pass through provisions:

- I. **SUBLICENSE.** Inpriva, Inc. (Inpriva) hereby grants a limited nonexclusive and nontransferable sublicense for certain Direct Messaging Services and other Health Information Network Services (together, the "HIN Services"), including the right to store and use all information/data provided or obtained through use of the HIN Services (the "Inpriva Information"), through Netsmart (the "Sublicensor") to the end-user Sublicensee (the "End-User" or "Customer") for use within the territorial boundaries of the United States and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory") subject to a written agreement between Sublicensor and Sublicensee. Sublicensee (Netsmart client) acknowledges that Inpriva owns the HIN Services subject to the sublicense. Sublicensee may not access or use the HIN Services or store Inpriva Information from, or send the Inpriva Information to, any location outside of the Permitted Territory without first obtaining Inpriva's prior written approval and entering into such written agreements as Inpriva may require.
- II. **PROTECTIONS AND NONDISCLOSURE.** Sublicensee agrees that it shall protect all Intellectual properties in the HIN Services, including without limitation, patents, copyrights, and trade secrets. Further, Sublicensee shall not reverse engineer intellectual property associated with HIN Services. Client may not allow a third party service provider (hereafter "Service Provider") to access or use the HIN Services or store or otherwise use Inpriva Information on its behalf without first obtaining Inpriva's written permission.
- III. **WARRANTY DISCLAIMER.** ANY USE BY SUBLICENSEE OF THE HIN SERVICES IS AT SUBLICENSEE'S OWN RISK. THE HIN SERVICES ARE PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INPRIVA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- IV. **LIMITATION OF LIABILITY. NO LIABILITY FOR DAMAGES.** IN NO EVENT SHALL INPRIVA OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THE USE OR INABILITY TO USE ANY PRODUCT AND HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INPRIVA'S CUMULATIVE LIABILITY ARISING OUT OF THIS SUBLICENSE EXCEED THE AMOUNTS ACTUALLY PAID BY SUBLICENSEE TO SUBLICENSOR OR INPRIVA FOR THE HIN SERVICES PURSUANT TO THIS SUBLICENSE.
- V. **RESPONSIBILITIES OF END-USER.** 1. This Section applies to any means through which an End-User orders or accesses the HIN Services including, without limitation, system-to-system, personal computer or the Internet. 2. For the purposes of this Section, the term "Authorized User" means a Customer employee that Customer has authorized to order or access the HIN Services and who is trained on Customer's obligations under this End-User License Agreement with respect to the ordering and use of the HIN Services and Inpriva Information. 3. Each Direct Address has a healthcare or healthcare-associated organization, person or device bound to it as reflected in an associated Direct Digital Certificate. This License, which grants access to the HIN Services is expressly conditioned upon compliance by the End-User with the terms and conditions of the Direct Digital Certificates, including those related to management of the HIN Services. 4. Customer shall ensure that only Authorized Users can order or have access to the HIN Services. 5. Customer shall take all necessary measures to prevent unauthorized ordering of or access to the HIN Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Customer security codes, member numbers, User IDs, and any passwords Customer may use (collectively, "Security Information"), to those individuals with a need to know. 6. Customer shall monitor compliance with the obligations of this Section, and immediately notify Inpriva if Customer suspects or knows of any unauthorized access or attempt to access the HIN Services. 7. If, subject to Section II, Customer uses a Service Provider to establish access to the HIN Services, Customer shall be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards such Security Information through the use of security requirements that are no less stringent than those applicable to Customer under this Section. 8. Customer shall use commercially reasonable efforts to assure data security when

disposing of any individually identified personal information obtained from Inpriva. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Customer's activities (e.g. the Office of Civil Rights) applicable to the handling of such information or records. 9. Customer shall use commercially reasonable efforts to secure Inpriva Information when stored on servers. 10. Customer is responsible for ensuring that Users are properly qualified to use the HIN Services and use them for appropriate purposes. It is the Customer's responsibility to review the access auditing reports for individual Users if that is deemed by Customer to be important for their HIPAA compliance. 11. Customer is responsible for establishing a trust policy to be used by the HIN Services to determine which recipients Users can send messages to and which senders the User can receive messages from. Customer is responsible for the completion of registration forms and agreements required for enrollment to use the HIN Services, including those establishing the identity of the Customer and the Customer's Representative. 12. Customer agrees to accurately complete its registration information in the as part of the registration process and maintain the accuracy of the information in an "Identity Registry" provided by Inpriva. Customer agrees to have this registration information checked for consistency with other information sources by the Inpriva and understand that inconsistencies may result in termination of HIN Services unless and until corrected by the Customer. Customer agrees to require that its Users maintain the accuracy of the information contained in the Identity Registry. 13. Customer acknowledges that information provided by the Customer and its Users may be included in Provider/Direct directories accessible to other organizations or persons having Direct addresses, unless the Customer notifies Inpriva otherwise. 14. Customer agrees to comply fully with all requirements (including but not limited to requirements regarding individuals receiving access to the HIN Services, and requirements regarding identity proofing of those individuals) that are set forth on these web pages relating to registration, enrollment and management of the HIN Services and for the HIN Services generally. The Participant further understands that such requirements may be updated by Inpriva from time to time in its sole discretion, and that it is the responsibility of the Customer to review the requirements on an ongoing basis and to ensure the Customer's continued compliance with those requirements. 15. If Inpriva reasonably believes that Customer has violated this Section, Inpriva may, in addition to any other remedy authorized by this End-User Agreement, with reasonable advance written notice to Customer and at Inpriva's sole expense, conduct, or have a third party conduct on its behalf, an audit of Customer's network security systems, facilities, practices and procedures to the extent Inpriva reasonably deems necessary, including an on-site inspection, to evaluate Customer's compliance with the data security requirements of this Section.

For myHealthPointe subscriptions:

This Schedule states the terms and conditions of the Supplier (the "Terms") that shall further govern the access and use of the myHealthPointe Portal ("Portal") made available by Netsmart Technologies Inc. Capitalized terms not otherwise defined in this Schedule shall have the same meaning as in the Netsmart Agreement (as defined below).

ARTICLE I – DEFINITIONS

"Documentation" means those materials provided to Client that describe the function and use of the Portal, including without limitation the online user guide for the Portal, as updated from time to time.

"InteliChart" or "Supplier" means InteliChart, LLC, a North Carolina limited liability company.

"Netsmart Agreement" means a written agreement between Netsmart and Client, including all schedules, exhibits, and addenda thereto, pursuant to which Client is purchasing subscriptions to access and use the Portal.

"Order Form" means a Netsmart order form submitted by Client in order to (i) purchase additional User subscriptions to the Portal, and/or (iii) purchase Services from Netsmart. Each Order Form shall be in a form acceptable to Netsmart and shall not be deemed effective unless accepted in writing by Netsmart in its sole discretion. The terms of each such Order Form are hereby incorporated by reference.

ARTICLE II - SUBSCRIPTION AND SERVICES

(a) *Subscription Purchases.* During the Term Netsmart shall make the Portal available to the Client pursuant to, and in accordance with, the Terms, the Netsmart Agreement and each of the applicable exhibits, schedule(s) and/or Order Forms thereto. Client agrees that its subscriptions hereunder are neither contingent on the delivery of any future functionality or features in the Portal nor dependent on any oral or written public comments made by Netsmart regarding future functionality or features in the Portal. For avoidance of doubt, Client acknowledges and agrees that its right to access and use the Portal is subscription-

based and is not being provided pursuant any perpetual license grant included within the Netsmart Agreement; provided, however, that the restrictions and limitations imposed on the Licensed Programs included in the Netsmart Agreement shall apply to your access and use of the Portal.

(b) *User Subscriptions.* Unless otherwise specified in an applicable Order Form, (i) the Portal shall be purchased as User subscriptions and may be accessed by no more than the number of Users purchased by Client from Netsmart, (ii) additional User subscriptions for the Portal may be purchased during the term of the Netsmart Agreement by submitting an Order Form, and (iii) the additional User subscriptions for the Portal shall terminate on the same dates as the then-existing subscriptions for the Portal. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Portal.

(c) *Reservation of Rights.* Subject to the limited rights expressly granted hereunder, Netsmart reserve all rights, title and interest in and to the Portal, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein.

(d) *Client Responsibilities.* Client shall (i) be responsible for its User's compliance with the Netsmart Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of the Patient Data and of the means by which Client acquired the Patient Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Portal, and notify Netsmart promptly of any such unauthorized access or use, (iv) use the Portal only in accordance with the Documentation and all applicable federal and state laws and regulations, (v) not make the Portal available to anyone other than its Users, its administrative personnel and Client's patients, provided that in each such instance that Client shall ensure that such individual (A) shall use the Portal only in accordance with the Documentation and all applicable federal and state laws and regulations and (B) shall not access and/or use the Portal in order to build a competitive product or service, copy any features, functions or graphics of the Portal, or monitor the availability and/or functionality of the Portal for any benchmarking or competitive purposes, (vi) not sell, resell, rent or lease the Portal, (vii) not modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Portal, (viii) not use the Portal to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ix) not store or transmit any material containing software viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, (x) not interfere with or disrupt the integrity or performance of the Portal, (xi) not attempt to gain unauthorized access to the Portal or their related systems or networks, or (xii) not access the Portal in order to build a competitive product or service, copy any features, functions or graphics of the Portal or monitor the availability and/or functionality of the Portal for any benchmarking or competitive purposes.

(e) *Patient Data.* As between Netsmart and Client, Client exclusively owns all rights, title and interest in and to all of the Patient Data. Client hereby grants Netsmart and IntelliChart a non-exclusive, unrestricted royalty-free license to distribute, modify, transmit, display and otherwise exploit any de-identified information contained in the Patient Data, in any medium, including without limitation, incorporating such de-identified information into Netsmart's and/or IntelliChart's national data repository, as well as submission and sublicense of such de-identified information to third parties for independent studies and analyses, provided, however, that Netsmart's and IntelliChart's right to distribute, modify, transmit, display and otherwise exploit certain personally identifiable Patient Data of Client submitted to the Portal shall be governed by, subject to, and exploited in a manner consistent and acceptable with then-current HIPAA regulations.

Article III - WARRANTIES AND INDEMNIFICATION

(a) *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THE NETSMART AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(b) *Netsmart Breach.* Client acknowledges and agrees that should Netsmart discontinue provisions of services under the Netsmart Agreement, or materially breach its reseller agreement with IntelliChart, then Client may negotiate directly with IntelliChart to obtain subscriptions/licenses and/or services previously provided by or through Netsmart.

(c) *InteliChart Remedies.* Client acknowledges and agrees that if Client has breached the terms of the Netsmart Agreement as it relates to the Portal, InteliChart may exercise and enforce in Netsmart's name all of Netsmart's rights under the Netsmart Agreement, subject to the terms of its reseller agreement with Netsmart.

(d) *Indemnity by Client.* Client shall defend Netsmart and InteliChart from and against any Claim made or brought by a third party against Netsmart or InteliChart alleging that (i) the Patient Data, or (ii) Client's misuse of the Portal infringes or misappropriates such third party's United States patent, copyright, trademark, or trade secret rights, and shall indemnify Netsmart and InteliChart for any damages finally awarded against, and for reasonable attorney's fees incurred by, Netsmart and InteliChart in connection with any such Claim; provided that Netsmart or InteliChart, as applicable, (x) promptly gives Client written notice of the Claim; (y) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle any Claim unless the settlement unconditionally releases Netsmart and InteliChart of all liability); and (z) provides to Client all reasonable assistance, at Client's expense.

(e) *LIMITATION OF LIABILITY.* CLIENT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL INTELICART HAVE ANY LIABILITY TO CLIENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. CLIENT AGREES THAT THE PORTAL IS A DOCUMENTATION TOOL ONLY, AND THAT THE PORTAL IS NOT INTENDED TO PROVIDE DIAGNOSES, PRACTICE GUIDELINES, ADVICE, OR PROTOCOLS FOR DELIVERING MEDICAL CARE. CLIENT FURTHER AGREES THAT NOTHING IN THE PORTAL OR ANYTHING ELSE PROVIDED PURSUANT TO THE NETSMART AGREEMENT CONSTITUTES OR IS INTENDED TO BE MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL KNOWLEDGE OR JUDGMENT. CLIENT FURTHER AGREES IT SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY IT, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTRACTORS, AND SUPPLIERS IS ACCURATE AND THAT ALL BILLING INFORMATION DELIVERED BY CLIENT TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR SHALL BE ACCURATE AND COMPLETE. NEITHER NETSMART NOR ITS VENDORS SHALL HAVE ANY RESPONSIBILITY AS A RESULT OF THE NETSMART AGREEMENT FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN RENDERING MEDICAL CARE OR FOR INFORMATION PROVIDED TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR.

ARTICLE IV - MISCELLANEOUS

(a) *Assignment.* Client shall have no right to transfer, assign or sublicense any of its rights, interests or obligations with respect to the Portal to any third party and any attempt to do so shall be null and void.

(b) *Conflicting Terms.* In the event of any conflict, overlap and/or contradiction of terms between the Netsmart Agreement and the Terms, these Terms shall prevail.

Exhibit E – Support Agreement

The Support Services described in this Schedule will be performed by Netsmart subject to the terms and conditions of this License and Service Agreement.

- a) Netsmart will maintain the then current version of the Licensed Programs in substantial conformance with its Specifications as amended from time to time by Netsmart, and with applicable Federal regulatory requirements and laws. Netsmart will use commercially reasonable efforts to either:
 - (i) Correct any reproducible Problems or Defects in the then current or immediately prior release of Licensed Programs by Netsmart which prevent it from operating in substantial conformance with the Specifications and applicable Federal regulatory requirements; or
 - (ii) Provide a commercially reasonable alternative that will substantially conform with the Specifications and applicable Federal regulatory requirements and laws.
- b) Licensee will make requests for Support Services by giving Netsmart written notice specifying a Problem or Defect in the Licensed Programs. In making a verbal request for Support Services, Licensee will provide Netsmart within twenty four (24) hours after such verbal notice with such written information and documentation as may be reasonably prescribed by Netsmart.
- c) Licensee will provide and maintain, at its expense, hardware and/or software to allow Netsmart to access Licensee's system remotely. Licensee will provide Netsmart with appropriate access credentials.
- d) On a timely basis Netsmart will also provide Licensee with:
 - (i) such updates as are distributed without charge to other similar Licensees which reflect modifications and incremental improvements made to the Licensed Programs by Netsmart;
 - (ii) an opportunity to obtain enhancements to the Licensed Programs for which charges are imposed on the same terms as such enhancements are generally made available to other Licensees.
- e) Netsmart will make technical support personnel available from 9:00 a.m. to 6:00 p.m., Netsmart local time Monday through Friday, exclusive of Netsmart holidays.
- f) If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to Hardware used by Licensee, the hardware's system software, or applicable software other than Licensed Programs, or Licensee's misuse or modification of the Licensed Programs, Netsmart's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Licensed Programs. Licensee will, at Netsmart's option, pay Netsmart for the cost of analyzing the reported problem at Netsmart's then prevailing time-and-materials rate.
- g) The initial term for provision of Support Services for Licensed Programs will begin on the Effective Date and end on December 31 of the then-current year, with the following January 1 being the "Anniversary Date". After the initial term, Support Services will be automatically renewed on an annual basis as of each Anniversary Date ("Option Term"). Licensee may terminate this Agreement upon ninety (90) days notice with or without cause.
- h) Netsmart agrees that it will not revise the Charges for Support Services during the initial term. Netsmart will give Licensee not less than sixty (60) days written notice prior to any Anniversary Date of any revised schedule of Support Service Charges. Charges will not be increased for any renewal term by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care or 4%, whichever is higher.
- i) Absent a bona fide dispute, if Licensee fails to pay for Support Services when due, Netsmart may refuse to provide Support Services until Licensee makes payment of all Charges due. If Licensee has missed any mandatory upgrades Netsmart will also charge, and Licensee will pay, for software and services necessary to bring the Licensed Programs up to Netsmart's then-current level before Netsmart will certify that Licensee is again eligible for maintenance hereunder.
- j) Guardian is included at no charge provided Client is current on maintenance. Guardian is a diagnostic tool that monitors the health of Client's licensed Netsmart solutions. Guardian has current and future capabilities to review technical configuration and metric data not limited to; configuration changes, support case activities, system usage, application events, licensing, user activity, and installed updates in a dashboard view
- k) If analysis by Netsmart indicates that a reported problem is caused by a reproducible Problem or Defect, Netsmart will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:

Priority	Definition
1 - Critical	<p>Priority 1: will be assigned when the Netsmart Program or a material Netsmart Program Function component is non-operational as a result of a defect [in Production environment only] such as the Production system cannot be accessed or utilized in any capacity, a direct patient safety issue is present, or a HIPAA compliance violation as a result of a server incident or Netsmart application defect. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> • This case Priority must be called in directly to the Netsmart Support department. • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 2 after three (3) business days.
2 – High	<p>Priority 2: will be assigned to Production defects that result in functions that have a significant negative impact on daily operations but do not constitute as a “System Down”. A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 3 after six (6) business days.
3-Medium	<p>Priority 3: will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems, or to provide a plan for such correction, within ten (10) business day.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 4 after eleven (11) business days.
4 – Low	<p>Priority 4: will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business day.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be closed following our Case Closure Notification policy.