Netsmart

AMENDMENT #1
TO LICENSE AGREEMENT PSYCHCONSULT™ AGREEMENT
DATED SEPTEMBER 19, 2001 (THE "AGREEMENT")
BETWEEN
NETSMART TECHNOLOGIES, INC. ("NETSMART")
AND
COMCARE OF SEDGWICK COUNTY ("COUNTY")

Effective December 15, 2017 (the "Amendment Effective Date"), the Agreement is hereby amended as follows:

Capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Agreement.

1. All references in the Agreement to "300 workstations" to be deleted and replaced with 400 Named User Licenses".

2. Section 1.3, Necessity for Third-Party Technology, shall be deleted in its entirety and replaced with the following:

    1.3 If certain Third Party Products are being licensed under this Agreement, County agrees to the pass through terms that apply to those Third Party Products at http://www.ntst.com/passthroughterms/index.aspx. Notwithstanding the foregoing, nothing contained in the third party pass through terms will diminish Netsmart's obligations under this Agreement and as between Netsmart and County, in the event of a conflict of terms, the terms of this Agreement shall prevail. "Third Party Products" means any commercial computer software product acquired by Netsmart from an outside vendor on behalf of County under the terms of this Agreement. Third Party Products consisting of software are called Third Party Programs.

3. The parties agree to add a new Section 1.5, Hosted System as follows:

    1.5 Hosted System. Netsmart hereby grants County a non-transferable, non-exclusive right to access the Hosted System from Netsmart's data center for the Initial Term (and any Option Term).

4. The parties agree to add a new Section 1.6, Protection of County's Hosted Data as follows:

    1.6 Protection of County's Hosted Data. Netsmart's data center facility is located in the United States. Netsmart will maintain the Data in accordance with generally accepted security standards applicable to protected health information and as required by law. Under no circumstance shall Netsmart attempt to access or permit access to Data that is not required for the performance of Netsmart's obligations under this Agreement. Upon termination of this Agreement, for any reason, Netsmart will make a machine readable copy of the Data available to County. Netsmart retains no rights or ownership to the Data. Netsmart will provide two copies of the Data per year to COMCARE upon request at no cost. Additional copies may be requested at any time and will be billed at a cost of $1,000 each.

5. Section 2.1, Schedule of Fees shall be deleted in its entirety and replaced with the following:

    2.1 County agrees to pay the fees described in the Agreement Expenditures set forth on Exhibit C-1, in accordance with the time period set forth therein.

6. The parties agree to add a new Section 2.3, Charges and Payments, to the Agreement as follows:

2.3 Charges and Payments

a. Netsmart agrees that it will not revise the Charges during the Initial Term of this Agreement. Thereafter any recurring Charges are subject to a 3% increase annually. Netsmart may further increase recurring Charges for Third Party Products, if such increase from Netsmart's third party supplier exceeds the amount permitted under this Section. Netsmart agrees any such additional increase shall be at the same rate charged by the third party supplier.

b. Invoices are payable net sixty (60) days after invoice date. Thereafter, any outstanding balance will 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 Amendment #1.

7. Section 3.1, Term shall be deleted in its entirety and replace with the following:

3.1 Term

a) Netsmart hereby grants to County a non-transferable, non-exclusive right to access the Hosted System from Netsmart's data center for a period of 5 years from the Agreement Effective Date (the "Initial Term").

b) At the expiration of the Initial Term the hosting services will be automatically renewed on an annual basis on the anniversary of the Agreement 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 ninety (90) days, in the case of termination by County, 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.

c) County has the option to terminate the hosting relationship with Netsmart prior to the expiration of the Initial Term or any Option Term, on ninety (90) days' written notice to Netsmart and payment of an early termination fee equal to ten percent (10%) of the contracted remaining hosting Charges through the expiration of the Initial Term (or any Option Term).

d) Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, County shall have the right to terminate this Agreement without penalty and without any advance notice if the legislative body of State of Kansas fails to appropriate the funds required for the County to meet its future obligations under this Agreement. County shall provide to Netsmart written notice of termination as well as reasonable evidence of the unavailability of funds. In the event County terminates this Agreement for lack of funds as provided herein, County agrees to pay Netsmart for (1) any remaining license fees for Netsmart Software delivered, (2) services performed prior to the effective date of the termination, and (3) any early termination fees required under the terms in the Agreement.

8. Section 3.3, Termination at Will by Client, shall be deleted in its entirety.

9. The title of Section 6, LIMITED WARRANTY, shall be amended to read Section 6, LIMITED WARRANTY AND LIMITATION OF LIABILITY.

10. Section 6.1(a), Limited Warranty, shall be deleted in its entirety and replaced with the following:

> 6.1(a) Netsmart warrants that the Licensed Programs will substantially conform in all material respects with their Specifications and the attached SOW. If a Problem or Defect occurs while County is receiving Support Services, Netsmart will correct the Problem or Defect in accordance with the Support Services provisions set forth in Exhibit F. If any modifications, additions or alterations of any kind or nature are made to the Licensed Programs by County or anyone acting with the consent of or under the direction of County , then with respect to the warranty made under Section 6.1 (a), Netsmart shall have no obligation or liability to County with respect to any Problem or Defect caused by such modifications, additions or alterations, and Netsmart shall have no obligation or liability to County with respect to any third party claim of patent, copyright or trade secret infringement or misappropriation arising from such modifications, additions or alterations. County will have an affirmative obligation to immediately inform Netsmart in writing of any modifications, additions or alterations. The limited warranty described herein will not apply unless the County's hardware and software system components meet Netsmart's minimum requirements as described in Exhibit I.

11. The parties agree to add a new Section 6.4, Limitation of Liability, to the Agreement as follows:

> 6.4 Limitation of Liability.
> (a) Limitation on Specified Damages. In no event will either party be liable to the other for any indirect, special, incidental consequential, punitive, or exemplary damages. Except as set forth in Section 7, in no event will either party be liable for any third party claim.
>
> (b) Limitation of Cumulative Liability. EXCEPT AS SET FORTH IN SECTION 7, THE CUMULATIVE LIABILITY OF NETSMART TO COUNTY FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEES PAID TO NETSMART UNDER THIS AGREEMENT.

12. Section 9, Source Code Escrow shall be deleted in its entirety and replaced with the following:

> 9 The license herein does not include any rights to the source code for the Netsmart Programs. Netsmart has established a source code escrow program with an affiliate of Iron Mountain Incorporated ("Escrow Agent") under which it has deposited a copy of the Netsmart Programs source code and source code documentation in electronic format with the Escrow Agent. Netsmart deposits with the Escrow Agent, updates, changes, alterations, or modifications to the code for the Licensed Software on a quarterly basis. Subject to this Section 9, Netsmart shall maintain an escrow agreement throughout the term of this Agreement and designate County as a Beneficiary.

13. Section 10, Comprehensive Technical Support And Maintenance Services shall be deleted in its entirety and replaced with the following:

9 Subject to all applicable provisions of this Agreement and in accordance with the terms and conditions set forth in Exhibit F, attached hereto, County shall receive Netsmart's Support Services.

14. Exhibit F, COMPREHENSIVE TECHNICAL SUPPORT AND MAINTENANCE SERVICES, shall be deleted in its entirety and replaced with the Exhibit F Support Services, attached hereto.

15. Section 11.11, Assignment, shall be deleted in its entirety and replaced with the following:

> 11.11 The license granted hereunder to County may not be assigned, or sublicensed, or shared, nor may County use the Licensed Programs to provide the software features as a service (Software as a Service) to a third party, whether for the benefit of County or others, without the written consent of Netsmart. County may, however, assign all of its rights under the Agreement to an assignee who acquires all or substantially all of the assets of County, is not a competitor of Netsmart and has financial resources at least equal to those of County. Any permitted assignee will assume in writing, all obligations of the assignor.

16. The second sentence of Section 11.13, Personnel shall be deleted in its entirety and replaced with the following:

> Both parties agree to not hire the employees of the other party for a period of twelve (12) months following execution of the Amendment.

17. The following shall be added as a new sentence at the end of Section 11.14, Cash Basis and Budget Laws:

> In the event County severs, modifies or terminates this Agreement as provided herein, County agrees to pay Netsmart for (1) any remaining license fees for Netsmart Software delivered, (2) services performed prior to the effective date of the termination, and (3) any early termination fees required under the terms in the Agreement.

18. Section 11.17, System Performance, shall be deleted in its entirety.

19. Section 12.3, Client Enrollment, shall be deleted in its entirety.

20. The parties agree that Exhibit B, including all references thereto, shall be deleted in its entirety.

21. Exhibit C-1 shall be added as a new Exhibit, attached hereto as Exhibit C-1 Agreement Expenditures.

22. The parties agree that Exhibit E shall be deleted in its entirety.

23. Exhibit H shall be added as a new Exhibit, attached hereto as Exhibit H Service Level Agreement for Hosting Services.

24. Exhibit J shall be added as a new Exhibit, attached hereto as Exhibit J Scope of Work.

25. The parties agree that a new Section 13, Definitions, shall be added to the Agreement as follows:

13. Definitions

i. "Hardware Configuration" means the computer hardware required to install and operate the Licensed Programs. A description of the recommended Hardware Configuration is set forth in Schedule.

ii. "Hosted System" means the hardware and software in Netsmart's data center that are used to provide access to the Licensed Programs as defined in this Agreement.

iii. "Licensed Programs" means both the Netsmart Programs and the Third Party programs.

iv. "Problem or Defect" means any failure of the Licensed Programs to operate in substantial conformance with the Specifications.

v. "Specifications" means the description and features of the Licensed Programs as set forth in the (electronic or physical) commercial computer software documentation relating to the Licensed Programs supplied to County by Netsmart hereunder.

vi. "Support Services" means the maintenance and support services to be provided by Netsmart in accordance with Exhibit F.

This Amendment together with the Agreement represents the entire agreement of the parties. In the event of any conflict between the terms of this Amendment, and the Agreement, the terms of this Amendment shall control.

Except as set forth herein the Agreement between NETSMART and COUNTY shall remain unchanged and in full force and effect.

COMCARE OF SEDGWICK COUNTY	**NETSMART TECHNOLOGIES, INC.**
By:	By:
(Authorized Signature)	(Authorized Signature)
(Authorized Person's Name)	(Authorized Person's Name)
(Title)	(Title)
(Date)	(Date)

Approved As To Form

Hessing

Netsmart

Exhibit C-1

Agreement Expenditures

Charges

Description	Qty
NON-RECURRING FEES	
Netsmart Programs and Professional Services	
myAvatar RADPlus Named Perpetual User License **	400
myAvatar Hosting Setup	1
Professional Services – myAvatar Implementation (See Exhibit J)	1
Professional Services – MSO Implementation	1
myAvatar Order Entry License	1
myAvatar eMAR License	1
Professional Services – Order Entry & eMAR Implementation (See Exhibit J)	1
Professional Services – OrderConnect Base & EPCS (Implementation) **(See Exhibit J)**	1
Professional Services - CareConnect (CareConnect Inbox Implementation) **(See Exhibit J)**	1
Professional Services - CareConnect (HIE Implementation) **(See Exhibit J)**	1
Professional Services - CareConnect (Lab Orders (Outbound) Implementation) **(See Exhibit J)**	1
Professional Services - CareConnect (Lab Results (Inbound) Implementation) **(See Exhibit J)**	1
Professional Services – CarePOV Medical Note Implementation & Training	1
Professional Services – CarePOV Clinician Implementation	**1**
Total Non-recurring Fees	
RECURRING FEES	
Netsmart Annual Maintenance and Support, Hosting and Subscriptions	
myAvatar RadPlus Named User Maintenance	400
myAvatar Practice Management (PM) Maintenance	1

myAvatar Clinician Workstation (CWS) Maintenance	1
myAvatar Electronic Signature Maintenance	1
myAvatar State Reporting Tool Maintenance	1
myAvatar Mgmt of Services Organization (MSO) Maintenance	1
CarePOV Medical Note Users Subscription – Named Users	26
CarePOV Clinician Users Subscription – Named Users	100
myAvatar Mgmt of Services Organization (MSO) License	1
myAvatar Order Entry Maintenance	1
myAvatar Ultimedex Suite Subscription (required with Order Entry)	1
myAvatar eMAR Maintenance	1
Plexus Cloud Hosting - myAvatar – Named User	400
OrderConnect – Base Fee	1
OrderConnect – # of Prescribers	26
OrderConnect – # of Non-Prescribers	13
CareConnect Inbox Subscription – Named User (Includes base fee and In-Network Referral Connections)	400
CareConnect Direct Message Mailbox - Named User	400
CareConnect HIE Connector (CCD Transactions)	1
CareConnect Lab Orders (Outbound)	1
CareConnect Lab Orders (Inbound)	1
Third Party Products & Services	
Diagnosis on Demand Subscription (ICD10/DSM5)	1

County agrees to pay for the products and services under this Exhibit in accordance with the following terms:

	Milestone payments	
15%	Contract Signing	98,688.00
15%	Project Kickoff	98,688.00
15%	Final Review & Validation	98,688.00
15%	Maintenance Training	98,688.00
15%	Integration Testing	98,688.00
15%	Go Live	98,688.00
10%	Post go-live	65,792.00
100%	**Total Milestone payments**	**657,920.00**
	Recurring payments	
48	Monthly payments beginning July 1, 2019	23,578.00
	0% annual increase during the Initial Term	
	Total Monthly payments during the Initial Term	**1,131,744.00**
	Total Initial Term (5 Years) Uplift	**1,789,664.00**
	Payments after the Initial Term	
	Monthly payments beginning July 1, 2023	24,050.00
	Contractually agreed upon annual increases will apply after the Initial Term	

TRAVEL AND LIVING AND TRAVEL TIME EXPENSES Billed travel time will not exceed 2 hours at a rate of $75 per hour. County must preauthorize billed travel time. Billed monthly as incurred at the most economical rates. Travel and Living Expenses are as follows: Meals: Netsmart's current daily per diem rate is $65.00. Airline: Coach Class on Major Airlines including any additional fees applied by the airline. Vehicle: Vehicle usage will be reimbursed at the current IRS allowance. Rental Car: Mid-Size vehicle at local rates plus fuel, tolls, parking Hotel: At local rates	Billed as incurred

County will migrate all existing PsychConsult Software Licenses granted under the terms and conditions of the Agreement to 400 myAvatar RADplus Named Perpetual Licenses. Netsmart agrees to waive license fees for the 400 myAvatar Named Users. Additional Named Users may be added for up to one year following the date of execution of this agreement at no additional cost. Beginning year two, County will be required to purchase any additional myAvatar Named Users at $800 each.

County shall continue to have a limited license to the PsychConsult Software Licenses for 41 users, which license and use shall be solely limited to reviewing historical patient records, process billing activities, running and viewing reports, save-as-PDF and print capabilities and the CDDO workflow. The

PsychConsult Software Licenses are provided "as-is" without warranty of any kind, and Netsmart hereby disclaims all warranties including all implied warranties of merchantability and fitness for a particular purpose.

EXHIBIT F: Support Services

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

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 either:
   (i) Correct any reproducible Problems or Defects in the 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) Priority 1 issues must be called in directly to the Netsmart Support department. County 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, County 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) County will provide and maintain, at its expense, hardware and/or software to allow Netsmart to access County's system remotely under supervision of a county employee knowledgable in IT support.

d) On a timely basis Netsmart will also provide County 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., County's local time Monday through Friday, exclusive of Federal holidays.

f) County hereby grants Netsmart access to the Licensed Programs on County's system(s) for the sole purpose of performing Netsmart's obligations under this Agreement. Netsmart will ensure all connectivity to County's system is through the NetsmartCares single point of connectivity utility which audits Netsmart's activity on County's system(s) when Netsmart is connected to County's system(s). These audit logs are retained for 90 days.

g) If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to Hardware used by County, the hardware's system software, or applicable software other than Licensed Programs, or County'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. County will, at Netsmart's option, pay Netsmart for the cost of analyzing the reported problem at Netsmart's then prevailing time-and-materials rate if such charges are approved in writing by Client.

h) 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") unless County gives Netsmart written notice of termination not less than thirty (30) days prior to the next Anniversary Date, or in accordance with other provisions of this Master Agreement.

i) Absent a bona fide dispute, if County fails to pay for Support Services when due, Netsmart may refuse to provide Support Services until County makes payment of all Charges due.

j) The Guardiant software diagnostic tool is included, configured, and maintained at no additional charge provided County is current on maintenance. The Guardiant software monitors the health of County's instance of the Licensed Programs, and provides information technology personnel with the ability to review technical configuration and metric data including: 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	**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. Notwithstanding the above, Netsmart will work continuously toward resolution. *County's Commitment:* • This case Priority must be called in directly to the Netsmart Support department. • County provides specific, detailed information required for troubleshooting/investigation. • County provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate county resources, the case will be downgraded to Priority 2 after three business days.
2 – High	**Priority 2:** will be assigned to defects in the live production environment that have a significant negative impact on daily operations but do not cause 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. *County's Commitment:* • County provides specific, detailed information required for troubleshooting/investigation. • County provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate county resources, the case will be downgraded to Priority 3 after six business days.
3-Medium	**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. *County's Commitment:* • County provides specific, detailed information required for troubleshooting/investigation. • County provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate county resources, the case will be downgraded to Priority 4 after eleven (11) business days.

4 – Low	**<u>Priority 4:</u>** 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. *<u>County's Commitment:</u>* • County provides specific, detailed information required for troubleshooting/investigation. • County provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate county resources, the case will be closed following our Case Closure Notification policy.

EXHIBIT H: Service Level Agreement for Hosting Services

1. Coverage; Definitions

This Section sets forth the System Availability commitments for Hosting services. If monthly System Availability (as defined below) falls below 99.5%, Netsmart will provide a credit against the County's next monthly recurring Charges for software services to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

System Uptime %	Credit %
>= 99.0% and < 99.5%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

With this deployment:

- County's platform is hosted from one of Netsmart's data centers
- County's platform consist of the production environment and one (1) non production environment with High availability provided via localized environment
- No remote redundancy is provided
- No failover to remote facility is provided

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):

System Availability = [(Base Time – Unscheduled Downtime) / (Base Time)] x 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 County 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) County is permitted to audit the Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with County 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 County implement, on a timely basis, the Service Packages that will be provided to County by Netsmart on a periodic basis. Netsmart will advise County on Service Packages that may enhance performance and availability and will advise County 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 County to use the Service Packages that County elects to implement, at no additional charge and as part of the recurring Hosting fees. County and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to County that the System's performance and availability will be adversely affected if County elects not to implement a Service Package, County will waive any credits set forth above, until such time as County performs its obligations as necessary to implement the required Service Packages.

e) County 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 County 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 County to use the layered software enhancements that County elects to implement as part of the Service fees. County and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to County that the System's performance and availability will be adversely affected if County elects not to implement the layered software enhancements, County waives its right to any credits set forth above until County implements the required layered software enhancements.

f) If County is operating beyond the quantity set forth on Exhibit C-1 Agreement Expenditure "Scope of Use" limits, County waives its right to any credits set forth above until County is in compliance with Scope of UseThe 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

County shall not receive any credits under this SLA in connection with any failure or deficiency of System 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 County access;

e. County's acts or omissions (or acts or omissions of others engaged or authorized by County), 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 Netsmart system 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, County 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 County'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 County'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 County in a particular month under this SLA cannot exceed the total SaaS fees paid by County for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to County or collected by Netsmart and are County's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this SLA if County applied for and received a credit. Nothing in this SLA precludes County from pursuing an alternate contract remedy for any future incident that may occur.

Netsmart

Exhibit I: Desktop Hardware Configuration

County is not purchasing hardware from Netsmart.

If County is acquiring their own hardware, Netsmart will require a detailed description of the intended server configuration for Netsmart's approval prior to purchase to ensure the hardware meets the below requirements.

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

User's Computer (Minimum)

Processor	1 gigahertz (GHz) or faster 32-bit (x86)
Operating System	Windows 7, 8 (8.1), Windows 8RT-not supported
RAM	1 GB or greater
Hard Disk Space	1 GB or greater
Monitor	VGA or higher (1024 x 768 pixels) *Monitors with resolution known as 1080p or (1920x1080) and K / Ultra HD (3840 x 2160), 2K / QHD (2560 x 1440) is not supported. This includes all high resolution and retina displays such as (Microsoft Surface and HP Spectre) Avatar will show very small. Support will be targeted post the release of Java 9 with an estimated release of March 2017
Mouse	Microsoft Mouse, or compatible pointing device
Browser	IE 9 (Windows 7), IE 10 (Windows 7, 8), IE 11 (Windows 7, 8.1, 10) (IE 32 bit only in compatibility mode), Chrome (16-48), Firefox (10-44)
Java Requirement	JRE 1.6.0_22 -49(32-bit only) JRE 1.7.0_45 (32-bit only) JRE 1.7.0 u51 (RADplus 2011 or higher + MW Build 2014.01.00.1276 or higher) JRE 1.7 u55 to u80 (RADplus 2011 or higher + MW Build 2014.01.00.1276 or higher) JRE 1.8 u5 to u71,73* (RADplus 2011 or higher + MW Build 2014.01.00.1276 or higher) JRE 1.8 u77 - u102),Requires MW Build 2016.01.00 build 1735

User's Computer (Recommended)

Processor	2 gigahertz (GHz) or faster 32-bit (x86) or 64-bit
Operating System	Windows 7, 8 (8.1), 10 before Go-Live
RAM	2 GB or greater
Hard Disk Space	2 GB or greater
Monitor	VGA or higher (1024 x 768 pixels) Netsmart has targeted support of high resolution monitors at the end of August 2019.
Mouse	Microsoft Mouse, or compatible pointing device
Browser	IE 10 (Windows 7, 8), IE 11 (Windows 7, 8.1, 10) (IE 32 bit only in compatibility mode), Latest version Chrome/Firefox
Java Requirement (32-bit only)	JRE 1.8 u77-102 Requires MW Build 2016.01.00 build 1735

Netsmart

SCOPE OF WORK ("SOW")

Netsmart Technologies, Inc. and COMCARE of Sedgwick County

1. Purpose

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

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 project. 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 the project, based on the scope of work detailed herein is expected to be 12 months from Project Planning to Go-Live. Additional project hours will be needed and funded by the client if the project exceeds a 12 month timeline from Project Initiation to Go Live - or after baselining the project with a mutually approved project plan. If any delay is solely attributable to Netsmart, the timeline will be extended.

The formal project plan with specific dates and timeframes will be created by Client and Netsmart during the Project Planning Event Phase and will serve as the official baseline schedule for the project.

3. Scope of Services

<table>
<tr><th>Avatar PM</th><th>Scope of Services</th></tr>
<tr><td colspan="2">Netsmart's Avatar Practice Management (PM) is a comprehensive solution that offers a complete suite of modules to meet your practice management needs. From client reporting, billing, scheduling, appointment tracking or bed management to treatment planning, outcome analysis, automated Methadone dispensing or advanced reporting, Avatar PM offers solutions to support management of all types of behavioral care environments.</td></tr>
<tr><td>Role-based desktop views</td><td>Includes 5 pre-defined myAvatar role-based templates (widgets).
• Billing
• Executive
• Front Desk
• System Adminstrator</td></tr>
</table>

	• Clinician
Client Management	Client admission, account management, leave, discharge, treatment and census data for outpatient, inpatient/residential and partial hospitalization are recorded within this module.
	Includes internal business procedure reports for Current Unit Census, Bed Availability Report, Tables of Active and Discharged Patients.
	A historic record is created for each episode of care, containing all service, diagnosis, treatment and billing information.
Bed Management	Management tool to view the status of all beds and perform bed change functions from a single screen.
Intake Forms	Ability to record Call Intake, Pre-Admission & Admission with the ability to add or remove fields within the pre-defined limitations of the system.
Practitioner	Maintain staff records for eligible providers to render services.
Billing	Record subscriber and plan coverage information, including charge input, bill preparation, payment posting, client ledger and electronic claims submission and remittance.
	Support major billing formats to include paper HCFA, paper UB, paper Self Pay, 837P & 837I. Will configure 3 electronic billing templates and 3 paper billing templates.
	Will deliver electronic remittance for in-scope configured electronic billing templates.
	Will deliver 270/271 either batch or real-time for one guarantor provided the guarantor supports this transaction set.
	Will deliver one sliding fee scale.
	Management and accounting reports to control the patient revenue/managed care contracts. Reports include: Aged Accounts Report, Report of Charges, Payment/Adjustment Reports, Daily Transaction Report, Active Receivables and Detail Trial Balance. Additional billing and patient account functionality as part of a Netsmart General Release will be available for client's Go-Live.
Scheduling	Scheduling calendar supports integration w/ billing and progress notes.
	Includes 11 pre-defined client, staff, and facility scheduling reports. • Client Appointment History • Client Appointment List • Client Weekly Schedule • Password Restricted Staff Daily Schedule • Password Restricted Staff Weekly Schedule • Staff Daily Schedule • Staff Weekly Schedule • Staff Un-posted Appointment List • Staff Appointment History • Missed Visit Report • Confirmation Report
Referrals	Ability to collect inbound referrals.

Avatar CWS	Scope of Services
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.	
Role Based Desktop Views	Includes 5 pre-defined myAvatar role-based views. • Billing • Executive • Front Desk • System Adminstrator • Clinician
	"One-click EHR" to access key health record information in just one click.
Treatment/Care Planning	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. The included treatment templates cover the following areas: • 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-V look-up.
	Searches by partial description or code are supported.
	Multiple selections are supported for all five axes.
	All DSM-V codes are cross-walked to ICD-10.
	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. One of the 5 customized assessments will be a modeled form to capture Patient Account Notes brought over from Psych Consult.

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: • 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: • 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 • 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

Avatar State Reporting	Scope of Services
Avatar State Reporting provides report-level access to necessary information uniquely required for each state organization.	
State Reporting	Meet state of Kansas reporting requirements to include: AIMS

Avatar Order Entry	Scope of Services
Avatar Order Entry supports nursing and other unit staff in the completion of their day-to-day clinical activities.	
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	Includes the following Reports: • Orders o 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 • 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 Additional Reports may be written using Crystal Reports. Additional reports are the responsibility of the Facility Post Go Live.
Print Notifications	Ability to Print Notifications: • To specified printers • To a Unit • To a Program

eMAR	Scope of Services
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.	
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	Can filter order by: • Caseload (via Nursing Caseload Assignment) • Unit • Administration Date • Administration Time • Order Type • Medications/Treatments • Client/Episode • Routine Orders/PRN Orders/Other/STAT Orders
Reporting	Standard reports available in the system include the following: • Client eMAR Hard-Copy Report • eMAR Administration Event Report • eMAR Missing Administration Events Report Authorized users will be able to create modified reports from the standard reports available.
Orders	For 100 Order Codes the following eMAR functionality may be added to each Order Code: • Blood Glucose • Blood Pressure • Heart Rate • Oxygen Saturation • Respiration Rate • Temperature • Pain Scale For any order codes beyond the 100 it will be the client responsibility to set these up Post Go Live.

CarePOV Clinician	Scope of Services
CarePOV Clinician is a mobility solution that enables a user to access and update treatment plans, progress notes, service entries, notes reviews, client demographics and user-defined assessments for their caseload.	
Mobile Connect Capabilities	View and update/modify client demographics. *Note: Site specific demographics are not supported in CarePOV Clinician.*
	Support Avatar's Progress Notes and copies
	View Diagnosis records by client.
	Supports Avatar's Client Treatment Plans & copies.
	• Supports RADplus Modeled Forms. Client-based forms modeled using the RADplus tools can be published for use with CarePOV Clinician *Note: There are some form limitations which cannot be utilized, including scriptlink, pictures and table aliasing.*
	Supports conflict resolution with available reporting to assist with managing conflicts.
Prerequisite	Netsmart uplifts are provided using the current general release version of myAvatar. Prior to the uplift kick off, Client is responsible for ensuring their system is updated to the latest general release.
Forms	• Netsmart and Client to identify what pre-existing forms in avatar will be used in CarePOV Clinician not to exceed twenty (20) forms. • Netsmart will set up 1 location for 1 root system code (if applicable).
Testing	• Netsmart will test all forms identified for CarePOV Clinician. Note: If there is a form or functionality that cannot be used in

	Clinician, Netsmart will discuss with client and it will be the client's responsibility to make changes as necessary or available. • Client is responsible for integration testing.
Training	• Netsmart will provide 1 remote administrative training and 1 remote super user training. The trainings may not exceed 3 hours. • Client is responsible for training their end user(s).
Not included in Scope	• Development. • Modeling of new forms. • Changes to existing forms. • Additional training/re training • Anything outside of current myAvatar base system functionality.
Assumptions	• 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.

Managed Services Organization (MSO)	**Scope of Services**
Managed Services Organization (MSO) is a uniquely adaptable system which serves the specialized needs of states, counties, Managed Care Organizations, specialty networks, and providers attempting to carefully monitor both at-risk and non-risk contracts.	
Enrollment	Enter member status and eligibility verification to begin the enrollment and service process.
	Enroll a member and record pertinent data on the MSO member. MSO will record the member name, gender, funding source assignment, plan assignment, effective date of enrollment, and member status as a dependent or primary enrollee.
Screening	Includes 1 customized assessment, designed to meet any state or local requirements, created to assess member requests/needs during the screening process to determine the appropriate level of care.
Care Management	Through Service authorization, record and track authorizations for member and/or contracting provider services, automatically assign an authorization number and select benefits through link between Member Plan Assignment.
	Perform authorization extensions in conjunction with transitions of level of care based on client need and/or client assessment.
	Assign transfer and relieve case load.
Claims Processing	Receive claims data from the provider and input into the system for validation and adjudication of service data against authorization data.
	Claims can be uploaded automatically from ProviderConnect (if licensed and implemented) as an 837 flat file from another billing system or entered manually.

	A payment recommendation (approve, pend or deny) is made by the system for review and approval based on client-defined rules. Supports the claims process in four functions to include: • Batch creation • Explanation of Benefits Creation (Voucher) • Funding Source Reimbursements to the MSO • Claim Denial Appeal
	Automatically generate a file to be sent to a GL/AP system for checks production and payment processing along with Explanations of Benefits (EOBs) to accompany the payment to the provider. *Note: Will occur automatically only if General Ledger Interface is licensed and implemented.*
Reports	Standard reporting includes the following: • Membership Management Reports • Provider Management Reports • Care Management Reports • Claims Management Reports • Claims Processing Reports • Management Review Reports
Maintenance	Set up or maintain contract requirements, fee schedules, provider credentialing, funding source and plan definitions, CPT/Revenue codes & MSO integration mapping.

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	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: SignatureGem 4x3 LCD T-LBK755 SignatureGem 1x5 LCD T-LBK462 SigLite 1x5 LCD T-LBK460 SigLite 1x5 T-S460

myAvatar OrderConnect	**Scope of Services**
OrderConnect is a secure, Web-based prescribing and medication management system. The system can be utilized anywhere using a Window-based system via there is access to the Internet Explorer browser.	

Software Installation	It is assumed that each client environment will be updates to the most recent maintenance releases prior to the beginning of the engagement.
	
	Netsmart resources will install Avatar InfoChannel module within the CWS application. This will include all released updates for this module as well.
	
	UAT Environment:
	- UAT OC instance will be connected to UAT Avatar
	- Single facility/agency defined
	- Three users created in OrderConnect including: A system Administrator User, a Prescribing User, and a Non-Prescribing User.
	- Generic prescription format
	- Test pharmacies available but limited to an output of Print or Fax.
	- If Lab testing is needed:
	  o 3 sample lab orders
	  o 2 Test laboratories-available for outputs of Print or Fax
	
	PROD Environment:
	- PROD OC instance will be connected to PROD Avatar
	- OC starter kit will be uploaded by NTST project consultant
	  o Up to 10 users

Prescriber's Desktop & Virtual Pharmacist	Access clinical resources at the point of prescribing, reordering and discontinuations.
	Confirm and submit the prescription by fax or electronically to the pharmacy of choice or print locally.
	Utilize OrderConnect inbox capability to post messages to staff.
	Be alerted to potential drug-to-drug/food interactions, drug allergy alerts and pregnancy/lactation alerts.

	Access and review your own as well as peer-medication dosing patterns using the libraries built automatically during the prescribing process.
	Access online clinical resources.
	Enter and track medication interactions for non-agency prescribed medications.
Medication Profile	Access and review crucial patient diagnostic, medical and prescription information.
	Provides valuable information on medication alerts, known allergies, patient care suggestions & overdose alerts.
	Supports compliance with accreditation standards and regulatory requirements.
Orders & Results	Included in full suite uplift. (Not in scope for eRx only)
	Order and review lab orders.
	Order and review radiology orders.
Patient Care Suggestions	Included in full suite uplift. (Not in scope for eRx only)
	Create customized patient care suggestions based on your unique client demographics.
Eligibility and Formulary Checking	Utilize Surescripts network to confirm prescription coverage eligibility.
	Utilize Surescripts network to access medication history information from participating payors and pharmacies.
	Netsmart will register 26 prescribers with Surescripts. Additional prescriber registrations will be considered out of scope may require additional professional services.
	Confirm medication formulary status in real-time during prescribing event.
Non-Prescriber Registration	Netsmart will train OrderConnect project team to register non-prescribers.
OrderConnect Live Configuration	OrderConnect live configuration requires the care record environment to be available and fully functional.
Reporting	Generate real-time reports from a suite of 37 available standard reports. • Daily operations reports • Quality assurance reports • Security reports • Administration reports Track prescription from order submission to pharmacy received
Orders Console for myAvatar	myAvatar will be configured to support ePrescribing within the Orders Console. During this event, Client will deliver training to all end users in preparation for go-live. **Netsmart responsibilities:** • Provide client with train-the-trainer session regarding both Admin and end user functionality related to ePrescribing for both inpatient and outpatient medications. o Train the trainer session ▪ One Admin user training ▪ One end user training **Client responsibilities:** • 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. During this event, Client will deliver training to all end users in preparation for go-live. Admin Training Objectives: - Train Admin users on Order Entry Console - Train Admin users on User Definition - Train Admin users on frequency and override dictionary configuration - Train Admin users on setting up External Pharmacies when sending inpatient orders to an external pharmacy End User Training Objectives: - Train end users on Order Entry Console

	Scope of Services
CareConnect Inbox: Inbox that will facilitate bi-directional electronic referrals across a robust provider network which leverages Direct Secure Messaging. This scope includes a single referral connection to the Netsmart Referral Network and the number of CareConnect Inboxes with Direct Secure Message Addresses which were purchased with the CareConnect Inbox subscription.	
Key Features	• Ability to associate individual mailboxes to direct secure addresses so that end users can communicate securely. • Expanded contact list to send CCD directly to other care providers. • Reply, forward, and attach documents to messages. • Email like user interface for easy review and composing of messages. • Create inboxes for additional providers without developer assistance. • Attach additional documents to messages as well as CCD documents.
Training	• Remote webinars o Two in total ▪ One for Admin Training ▪ One for End User
CareRecord & Solution Configuration	• Configure CareRecord to add the inbox for providers to view within EHR. • Setup initial amount of users, not to exceed 15. • Setup initial contact list from another agency.

	Scope of Services
CareConnect HIE: CareConnect enables the exchange of clinical information between a Regional Health Information Organizations (RHIO) or a Health Information Exchange (HIE). CareConnect works with the Netsmart enterprise system to provide a secure way to share clinical and administrative information.	
Key Features	Satisfy Meaningful Use requirements to provide the capability to share key clinical information among providers of care and patient authorized entities electronically.
	• Ability to register and update clients to a Health Information Exchange.

	• Provide and Register CCDs to a Health Information Exchange. • Query CCDs from a Health Information Exchange directly into the CareRecord. • Consent Management supporting the bi-directional document with a Health Information Exchange.
3rd Party Vendors	• Non-preferred vendor selection may require additional time to develop the connection. • Client is responsible for initiating the business relationship with the 3rd party and ensuring 3rd party is engaged in the project. • Client will provide Netsmart with all relevant 3rd party contact information.
Training	• Remote webinar to train on CareRecord workflow.
CareRecord & Solution Configuration	• Connect CareRecord to NTST CareFabric for data submission through CareConnect. • Configure CareRecord to send query and clinical data to the Health Information Exchange. • Supported connection types are SOAP Web Services (PixV3 preferred), SFTP, MLLP/TCP.

	Scope of Services
CareConnect Lab Interface: Lab orders and results are sent using HL7 version 2.3.1. It is possible to embed PDFs in the HL7 message. Netsmart will manage and own all necessary updates for the lab compendium within the CareConnect solution. All orders will be placed within OrderConnect and will pass from OrderConnect through CareConnect to the lab. Lab results will be received in OrderConnect and the CareRecord.	
Key Features	• Ability to electronically submit lab orders through CareConnect interface with the selected lab. • Ability to receive lab results from the selected lab into OrderConnect and CareRecord. • Supported connection types are SOAP Web Services, SFTP, MLLP/TCP.
Training	• Remote webinar o ISC Admin Training • End user training video available within OrderConnect.
CareRecord & Solution Configuration	• Connect CareRecord to NTST CareFabric for data submission through CareConnect. • Complete ISC Admin configuration within OrderConnect.
3rd Party Vendors	• Client is responsible for initiating the business relationship with the 3rd party and ensuring 3rd party is engaged in the project. • Client will provide Netsmart with all relevant 3rd party contact information. • Connection is contingent upon lab approval. • Currently Netsmart has direct lab connections with Quest, LabCorp, DetroitBIO, PCL Alverno, Primex, Cordant, and Finlay. All other lab connections must go through one of our lab aggregator partners –

	Change Healthcare, LifePoint or HalfPenny Technologies. Please note, Netsmart's relationship with the lab does not guarantee the lab project. Clients must obtain lab approval for the interface. • In the case of AMSLabs, Netsmart will connect directly to the lab contingent upon their acceptance of, and adherence to, our interface specifications. • Netsmart will make the connection to AMSLabs provided that they can connect via a supported connection listed in the key features section of this scope. • In the event the preferred lab does not approve the project or the lab will not work with one of the listed aggregators, the client is responsible for identifying and engaging with a different lab.

CareConnect Overall Responsibilities	Netsmart's responsibilities: • Install, configure, and validate with Client, according to the testing plan, with the CareConnect solution for the vendor / solution as listed above in a Production or Live Environment • Coordinate and execute an onboarding or activation processes as mutually defined and agreed upon between Netsmart and the vendor / solution as identified above Client responsibilities: • Identify vendor and initiate project request with vendor. • Attend and participate in all testing and review sessions • Attend and participate in any onboarding or activation activities • Train end users and update process manuals prior to activation • Ensure appropriate licensing and other agreements, as required by the Vendor listed above, are completed in a timely manner and prior to any project engagement with Netsmart. • Customer will own testing for any new versions post initial go live. Any changes identified, would be considered billable and would be scheduled based on resource availability.
Assumptions	• Client is updated to current release/version at the beginning of the project • Client has purchased the appropriate subscriptions for CareConnect • All work by Netsmart will be conducted remotely. • Software will be implemented in a Production domain. • Netsmart will be responsible for Netsmart's portion of the interfaces between the Netsmart CareRecord and the third party system. • Client will be responsible for the third party vendors' portions of the interfaces, this includes but is not limited to development coordination, project timelines, testing, and project management with third party. • Netsmart will cooperate with third party vendors to implement the interfaces but Client Here shall remain as Netsmart's primary contact and shall be present during all interface discussions with third party vendors. • Client will manage its third parties to ensure they can meet the

	timelines set forth in the project schedule. • ADT and Document Exchange activations are typically scheduled for Tuesday – Thursday. Any activations outside of these days would require approval from all parties. • Every vendor installation is considered a separate project subject to its own timelines and costs. This is because each vendor has unique connectivity and workflow requirements that must be discussed individually without impacting the others. Netsmart can provide an estimated cost for additional facility activations. • Netsmart will cooperate with third party vendors to implement the interfaces but Client shall remain as Netsmart's primary contact and shall be present during all interface discussions with third party vendors. • Client will manage its third parties to ensure they can meet the timelines set forth in the project schedule and will make Netsmart aware of any delays in which Netsmart shall not be held liable. • ADT and Document Exchange activations are typically scheduled for Tuesday – Thursday. Any activations outside of these days would require approval from all parties. • Every vendor installation is considered a separate project subject to its own timelines and costs. This is because each vendor has unique connectivity and workflow requirements that must be discussed individually without impacting the others. Netsmart can provide an estimated cost for additional facility activations.

CarePOV Medical Note	Scope of Services
Netsmart's CarePOV Medical Note Module is a comprehensive solution that integrates with the CareRecord offering a complete suite of modules to meet your practice management needs. The functionality is delivered with seamless integration between the CareRecord desktop user interface and the embedded CarePOV Medical Note Module. Within the CarePOV Medical Note Module you can: • Document scheduled appointments • Begin office visits • Track office visit progress • Record all details of the office visit with relevant behavioral health information available as part of office visit workflow. As the documentation is completed, an Office Visit Summary is being created automatically for the treating staff to review and sign-off on upon office visit completion. The CarePOV Medical Note module offers a full CarePOV Medical Note clinical office visit workflow delivered on as an embedded CarePOV platform and optimized for ease of use and rapid visit completion. The Office Visit workflow includes: • Support for medical assistants, nurses and Prescriber/nurse practitioners with coordinated workflow • Client demographics • Reason for visit(s) • History of illness • Family medical History • Patient medical History • Social History • Vitals	

<table>
<tr><td colspan="2">

- Allergies
- Review of systems
- Physical exams
- Psychiatric Exam
- Procedures
- Integrated Lab & Medication Ordering through the Orders Console (if using will need OrderConnect)
- Risk and complexity calculation
- Referrals
- Follow-ups
- CPT Recommendation
- Note Summary
- Charge Creation

</td></tr>
<tr><td>Role-based views</td><td>

Includes 6 pre-defined Primary role-based access that needs to be set up in the Care Record and is associated with the CarePOV Medical Note User role).

- Prescriber
- ARNP/Physician's Assistant
- System Administrator
- Medical Technician
- Nurse
- Facesheet

</td></tr>
<tr><td colspan="2">

For organizations purchasing Netsmart's CarePOV Medical Note Module for access to the "Facesheet" only, end users will be able to view and update the following information:

- Smoking Status
- Problem List and Past Medical History
- Family Medical History
- Social History
- Vitals
- Allergies

The following information will be available as view only:

- Current and Historical Medications
- Lab Results

NOTE: The professional services will only cover the set up and configuration and will not include any training.

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4. Data Conversion

The Data Conversion process allows for the migration of certain legacy system data elements from the PsychConsult Provider database into the myAvatar database as defined below.

The data conversion process is a collaborative effort led by Netsmart. A Netsmart associate with conversion project experience will work with the Client project team on the conversion tasks. A PsychConsult subject matter expert will also be available to the project team.

This document outlines the process to ***Extract, Transform and Load (ETL)*** data from the PsychConsult Provider database into the myAvatar database. This will be based on the CLIENT's provided PsychConsult database and Netsmart's UPLIFT data conversion formats.

The following table details the PsychConsult data elements and their myAvatar counterparts that will be included in the Standard UPLIFT Data Conversion.

PsychConsult	myAvatar
CSPP	Program
Patient Demographic Global Code Lists	Dictionaries
All Patients, Demographics	Update Client Data
Staff including County ID stored in a site specific custom field.	Practitioner Enrollment
Patient Assignments (Program Enrollments)	Admission/Discharge Record
Payor/Coverage Plans	Guarantors/Payors • *Includes Name & Address information* • *Excludes Billing Templates*
Patient Applied Coverages	Financial Eligibility
Place of Service	Location Dictionary
Procedure Codes	Service Codes
Active parts of Fee Matrix, CPT Matrix, Revenue Matrix	Service Fee/Cross Reference
Most Recent Diagnosis Documents	Diagnosis
Signed Documents (Notes, Assessments, etc.) – *most recent version on versioned documents*	Document Capture in ChartView
Signed Treatment Plans	Document Capture in ChartView
Patient Problem List	Problem List
Scheduled Services (future dated)	Appointments
Client responsible for extract of data	Patient Balance Forward
Next Patient ID Number to be used for next new client	Next Patient ID Number to be used for next new client
Patient Account Notes. Client will be responsible for extracting data.	One-time conversion into an Avatar modeled form

The following table details the PsychConsult data elements and their myAvatar counterparts that may be included in the Data Conversion **at additional cost and are currently out of scope.**

PsychConsult	myAvatar
Custom Fields created by client throughout PsychConsult, such as in these windows: • Registration • Staff • Patient Assignment • Patient Coverage Details • Vitals	
Patient Relationships	Family Registration
Group Configuration	Groups
Event Documents	Modeled Assessment
Bed Management	Bed Management
Lab Results	Lab Results - all

The following PsychConsult data elements are **out of scope and unable to be converted** for the myAvatar Data Conversion:

PsychConsult	
Patient Photo's	Organizations
Clinical Transaction (Service) History, including financial	Family Health History
Clinical Record Notes	Immunizations
837, 835, 270, 271, 834 Configurations –	Orders
Call Center Dictionaries, History and Custom tab/fields	

Detailed Process Steps:

Step	Process Description
1	**SOURCE DATA EXTRACTS.** Netsmart's team of technical professionals will create data extracts from the PsychConsult Provider database.
2	**VALIDATE DATA ELEMENT MAPPING.** Netsmart and CLIENT will validate data element mapping between (1) PsychConsult Provider (2) conversion files and (3) myAvatar to ensure the records are converted correctly.
3	**CONSOLIDATE DATA RECORDS.** The CLIENT team will validate all legacy data for accuracy and complete a data clean-up in the PsychConsult database prior to the test file creation.

Step	Process Description
4	**LOAD STRUCTURED DATA INTO DCO TOOL.** Netsmart's professional team will load the structured data into the DCO tool for client's review and approval.
5	**TEST/EVALUATE RESULTS.** CLIENT will review and sign off on structured data in DCO tool. CLIENT and Netsmart will iteratively refine the ETL/conversion process and myAvatar PM set-up, based on errors reported during the complete ETL/conversion process.
6	**CREATE FULL FILE.** Netsmart professional team will create a final pre-conversion test file to insure all previously identified errors remain corrected and no new problems have been introduced.
7	**VALIDATE DATA.** Once a full ETL/conversion process is completed with a full client population pre-conversion, CLIENT will validate data and provide feedback on testing results.
8	**FINAL CONVERSION LOAD.** The Netsmart professional team will file and load the final CLIENT conversion file upon Client Sign-off.
9	**CLIENT DATA ENTERED INTO myAvatar.** Clients and relevant data are now available in the LIVE environment. If necessary, CLIENT may manually enter any additional data that was not part of the electronic conversion. An acceptable level of rejected conversion records is mutually agreed upon during uplift. We expect our success rate for records accepted into myAvatar through the CLIENT ETL process to be 97% or higher based on thorough testing and coordination of resources through the uplift process. ***Note: This assumption is made based on the accuracy of the legacy system's data.*** Approval and sign-off of converted data by Client will be required.

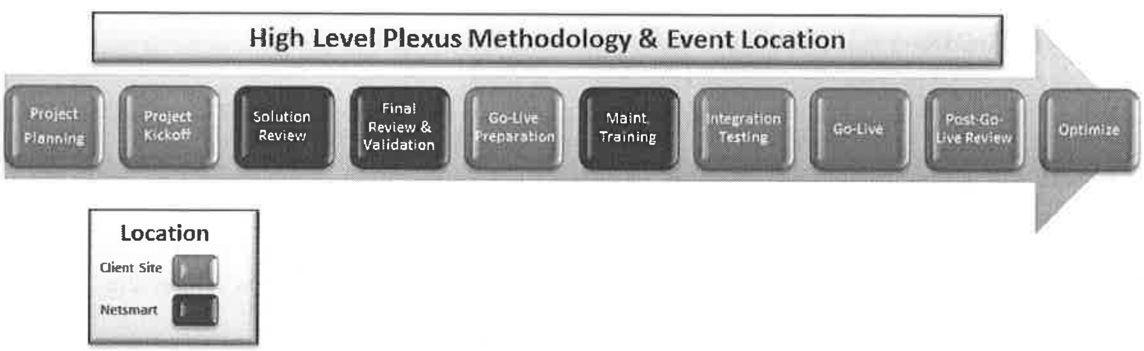
5. Assumptions

- 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 jointly 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 team 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 uplift.

- 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.
- Plexus Events are designed to offer stop gates, points during the uplift project that require Client and Netsmart agreement that the Event was completed, prior to moving to the next Event. These stop gates include the following Events: Project Planning (Gate 1), Project Kickoff (Gate 2), Final Review & Validation (Gate 3), Go – Live Preparation (Gate 4), and Integration Testing (Gate 5).
- Client will assign an individual who has authority and accountability for signing-off on each of the Plexus Gates and Monthly Status reports. This shall be a named individual.

6. 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.



Client Responsibilities

- Identify and Staff Project Team
- Attend Knowledge Transfer Sessions
- Provide Data Collection
- Conduct System Testing
- Conduct Integration Testing
- Conduct End-User Training
- Plan & Staff Go-Live
- Maintain System Post Go-Live

7. Plexus Events, Expectations & Deliverables

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

7.1 Sales to Operations Transition

Our uplift 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.

7.2 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.

7.3 Software Delivery and Installation

If Netsmart Hosted:

User documentation is delivered via FTP which describes the application and database organization.

Netsmart's system engineers install the solution on server system hardware within Netsmart's Plexus Cloud hosting environment. Netsmart will also 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 (for Avatar) or SQL (for TIER) 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.

7.4 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 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.

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
- Conduct Plexus 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

7.5 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 process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.

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

7.6 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:

- Co-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 workflow assessment
- Participate in scope review discussions
- Provide necessary facilities and equipment to support the event

7.7 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

7.8 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. This is really a Train-The-Trainer type session designed to prepare your trainers & testers to conduct testing and begin preparing to do end-user training (relative to the Learning Plan).

The Testing Workshop will be 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 Workshop 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 (Train the Trainer)
- Conduct Plexus Final Design Assessment (Gate 3)
- Plan for next event

Objectives (Testing Workshop)

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

Objectives (Learning Plan Workshop)

- Conduct Learning Plan session
- Begin development on Learning Plan to begin preparation for end-user training
- 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
- Data Conversion initial file load

7.9 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
- Data Conversion second file load test

7.10 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

7.11 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

7.12 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

7.13 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

Changes to Quote and/or Scope of Work

Section	Revision