AN ORDINANCE 2013-08-29-0575

AUTHORIZING AN AMENDMENT TO THE NETSMART TECHNOLOGIES, INC. CONTRACT TO PROVIDE THE SAN ANTONIO METROPOLITAN HEALTH DEPARTMENT WITH CONFIGURATION AND IMPLEMENTATION SERVICES FOR NEW AND EXISTING SOFTWARE MODULES AND MAINTENANCE AND SUPPORT FEES FOR A TOTAL COST OF $194,442.57 OF WHICH $107,500.00 WILL BE FUNDED WITH MEDICAID WAIVER FUNDS, AND $86,942.57 WILL BE FUNDED FROM THE SAMHD FY 2013-2016 ADOPTED GENERAL FUND OPERATING AND MEDICAID WAIVER BUDGETS.

*   *   *   *   *

WHEREAS, In 2009, the SAMHD contracted with Netsmart Technologies to deploy a case management system to input, monitor, and report on tuberculosis (TB) disease surveillance, investigation, and treatment management for the citizens of San Antonio and Bexar County; and

WHEREAS, purchasing Netsmart's configuration and implementation services to update currently owned modules and install new software modules will allow the SAMHD to electronically track and report patient records, allowing for increased accuracy, efficiency, and higher quality care to patients; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. An amendment to the agreement with Netsmart Technologies, Inc., for configuration and implementation services, for a total cost of $194,442.57, is hereby approved. A copy of the amendment and bid tab are attached hereto and is incorporated by reference as **Attachment 1**.

SECTION 2. Funding for this ordinance is contingent upon approval of the Fiscal Year 2014 Budget per the table below.

Amount	CostCenter/Internal Order	General Ledger	Fund
$54,280.00	3619010005	5201047	11001000
$32,662.56	836000000014	5304075	29658000
Total $86,942.56			

SECTION 3. Payment not to exceed the budgeted amount is authorized to Netsmart Technologies, Inc. and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the

City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.
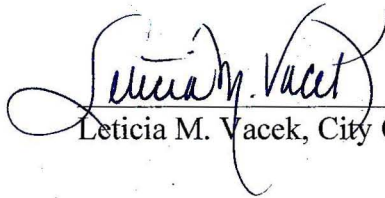
SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.
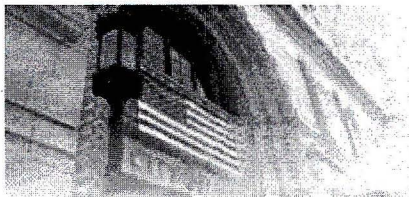
PASSED and APPROVED this 29th day of August, 2013.

M A Y O R
Julián Castro

ATTEST:
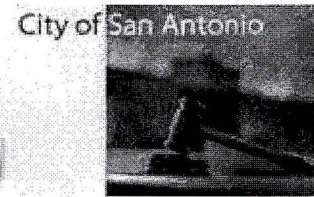
Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

By:

Michael D. Bernard, City Attorney

Agenda Voting Results - 24

Name:	7, 8, 9, 10, 11, 12, 13A, 13B, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 16I, 16J, 16K, 16L, 16M, 16N, 18, 19, 20, 22, 23, 24, 25, 26
Date:	08/29/2013
Time:	09:42:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an amendment to the Netsmart Technologies, Inc. contract to provide the San Antonio Metropolitan Health Department with configuration and implementation services for new and existing software modules and maintenance and support fees for a total cost of $194,442.57 of which $107,500.00 will be funded with Medicaid Waiver funds, and $86,942.57 will be funded from the SAMHD FY 2013-2016 Adopted General Fund Operating and Medicaid Waiver Budgets. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

City of San Antonio Bid Tabulation

			Sole Source
Opened: July 1, 2013			**Netsmart Technologies, Inc.**
For: Netsmart Insight Implementation and Consolidated Support			3500 Sunrise Hwy, Suite D122
09-128 Amendment		WF	Great River, NY 11739 631-968-2000

Item	Description	Qty	
	FY 13 Requirements		
	Software Modules		
1	Insight – Patient Registration Module (COSA Owned) 09-128 Price Each	1	$0.00
2	Insight – Appointment Scheduling Module (COSA Owned) 09-128 Price Each	1	$0.00
3	Insight – Encounter Processing Module (COSA Owned) 09-128 Price Each	1	$0.00
4	Insight – Laboratory Tracking Module (COSA Owned) 09-128 Price Each	1	$0.00
5	Insight – Tuberculosis Module (COSA Owned) 09-128 Price Each	1	$0.00
6	Insight – HIV / STD Module (COSA Owned) 11-043 Price Each	1	$0.00
7	Insight – EMR Module (COSA Owned) 11-043 Price Each	1	$0.00
8	Insight – Patient Accounts / Billing Module (COSA Owned) 11-043 Price Each	1	$0.00
9	Insight - Patient Tracking Module (Amendment) Price Each	1	$2,500.00
10	Insight - Case Management Module (Amendment) Price Each	1	$2,500.00
11	Insight - Supplies & Inventory Module (Amendment) Price Each	1	$2,500.00
	Subtotal Modules		**$7,500.00**
	Implementation Services		
12	Professional Services - Implementation of All Modules Price Each	1	$100,000.00
	Subtotal Professional Services		**$100,000.00**

ATTACHMENT I

City of San Antonio Bid Tabulation

Opened: July 1, 2013			Sole Source	
For: Netsmart Insight Implementation and Consolidated Support			Netsmart Technologies, Inc.	
09-128 Amendment		WF	3500 Sunrise Hwy, Suite D122	
Item	**Description**	**Qty**	Great River, NY 11739 631-968-2000	

Item	Description	Qty	
13	**Upgrade of Concurrent Users (Six Additional Concurrent Users)** Additional Concurrent Insight Users (Increase From 24 to 30 Concurrent Users) One Time Fee **Subtotal Additional Users**	1	$750.00 **$750.00**
14	**Maintenance & Support Fees / Annual / Monthly Recurring** Additional Insight User Fee Maintenance & Support (Six Additional Blocks) Monthly Fee 8/1/2013 - 9/30/2013 **Subtotal Maintenance & Support**	2	$157.50 $315.00 **$315.00**
	Subtotal FY 13 Requirements		**$108,565.00**
	# FY 14 Requirements		
15	**Maintenance & Support Fees / Annual / Monthly Recurring** Netsmart Annual Support Fee (COSA Owned Modules) 09-128 Annual Cost Co-Terminated 12/1/2013 - 11/30/2014	1	$6,615.00
16	Netsmart Annual Support Fee (COSA Owned Modules) 11-043 Annual Cost Co-Terminated 12/1/2013 - 11/30/2014	1	$17,054.10
17	Netsmart Monthly Support Fee - Amendment Modules Monthly Cost 10/1/2013 - 11/30/2014	14	$131.25 $1,837.50
18	Additional Insight User Fee Maintenance & Support (Six Additional Blocks) Monthly Fee 10/1/2013 - 11/30/2014	14	$157.50 $2,205.00
	Subtotal Maintenance & Support		**$27,711.60**
	Subtotal FY 14 Requirements		**$27,711.60**

City of San Antonio Bid Tabulation

Opened: July 1, 2013			Sole Source
For: Netsmart Insight Implementation and Consolidated Support			Netsmart Technologies, Inc.
09-128 Amendment		WF	3500 Sunrise Hwy, Suite D122
Item	Description	Qty	Great River, NY 11739 631-968-2000

Item	Description	Qty	
	FY 15 Requirements **Maintenance & Support Fees / Annual / Monthly Recurring**		
19	Netsmart Annual Support Fee (COSA Owned Modules) 09-128 Annual Cost Co-Terminated 12/1/2014 - 11/30/2015	1	$6,945.75
20	Netsmart Annual Support Fee (COSA Owned Modules) 11-043 Annual Cost Co-Terminated 12/1/2014 - 11/30/2015	1	$17,906.81
21	Netsmart Monthly Support Fee - Amendment Modules Monthly Cost 12/1/2014 - 11/30/2015	12	$131.25 $1,575.00
22	Additional Insight User Fee Maintenance & Support (Six Additional Blocks) Monthly Fee 12/1/2014 - 11/30/2015	12	$165.38 $1,984.50
	Subtotal Maintenance Support		**$28,412.06**
	Subtotal FY 15 Requirements		**$28,412.06**
	FY 16 Requirements **Maintenance & Support Fees / Annual / Monthly Recurring**		
23	Netsmart Annual Support Fee (COSA Owned Modules) 09-128 Annual Cost Co-Terminated 12/1/2015 - 11/30/2016	1	$7,293.04
24	Netsmart Annual Support Fee (COSA Owned Modules) 11-043 Annual Cost Co-Terminated 12/1/2015 - 11/30/2016	1	$18,802.15
25	Netsmart Monthly Support Fee - Amendment Modules Monthly Cost 12/1/2015 - 11/30/2016	12	$131.25 $1,575.00
26	Additional Insight User Fee Maintenance & Support (Six Additional Blocks) Monthly Fee 12/1/2015 - 11/30/2016	12	$173.64 $2,083.73
	Subtotal Maintenance Support		**$29,753.91**
	Subtotal FY 16 Requirements		**$29,753.91**
	Annual Requirements: Fiscal Year 2013 Fiscal Year 2014 Fiscal Year 2015 Fiscal Year 2016		$108,565.00 $27,711.60 $28,412.06 $29,753.91
	Total Expenditure:		**$194,442.56**

AMENDMENT TO THE
REQUEST FOR OFFER (SOLE SOURCE) TUBERCULOSIS CASE MANAGEMENT SYSTEM
OFFER NO. 09-128-WF

STATE OF TEXAS   §

          §

COUNTY OF BEXAR   §

This AMENDMENT TO THE REQUEST FOR OFFER (SOLE SOURCE) TUBERCULOSIS CASE MANAGEMENT SYSTEM OFFER NO. 09-128-WF ("Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") and Netsmart Technologies ("Netsmart"), both of which may be referred to herein collectively as the "Parties."

On or About July 28, 2009, the Parties executed the REQUEST FOR OFFER (SOLE SOURCE) TUBERCULOSIS CASE MANAGEMENT SYSTEM OFFER NO. 09-128-WF ("Agreement").

The parties agree to amend the Agreement as follows:

Netsmart shall implement and manage the existing and additional software as described in the STATEMENT OF WORK INSIGHT PLEXUS IMPLEMENTATION, attached hereto and incorporated by reference as Exhibit A, according to the terms and conditions as described in INSIGHT PROPOSAL FOR CITY OF SAN ANTONIO (ACCOUNT #0007094), attached hereto and incorporated by reference as Exhibit B.
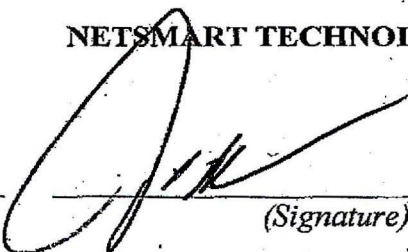
All other provisions of the Agreement and subsequent amendments remain in full force and effect.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO   **NETSMART TECHNOLOGIES**

_____   _____
(Signature)   *(Signature)*

Printed Name: _____   Printed Name: __Joseph McGovern__
Title: _____   Title: __Executive Vice President__
                    Netsmart Technologies, Inc.
Date: _____   Date: __6/24/13__

City of San Antonio

Statement of Work

Insight Plexus Implementation

Jeff Hopkins
Consulting Director
7/9/2013

City of San Antonio – Statement of Work

Netsmart Technologies

Table of Contents

1. Purpose

The purpose for this statement of work is to outline the requirements and two phases which include the implementation of modules and functionality to meet the requirements of the diabetes and 11/15 programs (Phase 1) and implementation additional modules (Phase 2) of Insight. The details of the scope of services are included below.

2. Phase 1 Scope of Services

<table>
<tr><td colspan="2" align="center">Insight Practice Management
Scope of Services</td></tr>
<tr><td colspan="2">Netsmart's Insight Practice Management (PM) is a comprehensive solution that offers a complete suite of modules to meet your practice management needs. From client reporting, billing, appointment scheduling and tracking, non-patient related time tracking, and supply dispensing and management, Insight PM offers solutions to support management of all types of public health environments.</td></tr>
<tr><td>Role-based Implementation</td><td>Health Department employees that fit any of these roles should participate in Practice Management implementation:
• Registration
• Scheduling
• Nurse
• Technical - System Administrator
• Supervisor</td></tr>
<tr><td>Client Management</td><td>Patient Registration
Patient Registration manages a comprehensive set of patient demographic, program admission, financial, insurance and contact information. Contacts may include family members & family relationships, and other associated parties. Patient Registration also manages client alerts, confidential status indicators, consents and disclosures. A flexible Patient Search feature rapidly identifies existing patients, and prevents duplicate records. Utilities are provided for geographic coding, de-duplication and record merging.</td></tr>
<tr><td>Speed forms</td><td>Create up to 1 role based speed forms for data entry.</td></tr>
<tr><td>Charge Maintenance (TBD if Yes on Encounters)</td><td>A central location for procedures (both fee-based and non-fee based) and insurance modifier codes for proper coding.</td></tr>
</table>

Netsmart Technologies

Appointment Scheduling and Reports	**Appointment Scheduling** Appointment staff can schedule, look up and manage patient appointments quickly and easily. Administrators can view and manage clinical resources in real time. User-configurable appointment profiles define time slots for each clinic. Print appointment reminder cards, or download to (3rd party) auto dialers. Insight Appointments supports: • Clinic Profiles • Client Appointment History • Multi-field Clinic Search • Clinic Daily Schedule • Clinic Weekly Schedule • Clinic Appointment History (Includes pre-defined client, staff, and facility scheduling reports) • APSTAT-Clinic Appointment Statistics • APT101 Appointment Letters • CPROF-Clinic Profile Report • CROST-Clinic Rosters

Insight Electronic Health Record
Scope of Services

Netsmart's Insight Electronic Health Record (EHR) 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 public health environments. Insight EHR supports a robust electronic health record with support from clinical options that include Diagnosis, Treatment/Care Planning, Progress Notes, Assessments and Reporting. Laboratory results and other interdepartmental data are also supported by Insight EHR to provide a complete, comprehensive patient record.

The EMR module interacts with other modules and clinic areas to record vital signs, calculate BMI, produce growth charts, and track medications and allergies. User-configurable EMR Notes can record general or clinic-specific SOAP notes, surveys, assessments, and other data. User-definable EMR Dashboards can provide at-a-glance reviews of patient medical records. EMR Note formats may be exchanged with other health departments that use Insight.

Patient Tracking	Provides tickler lists, timed correspondence and follow-up for patients with specific problems and needs.
Laboratory Tracking	Lab Tracking manages all labs and STAT labs generated by any module, or entered directly. Also, aggregates labs ordered in other clinical modules. Supports standard code sets and vocabularies, including CPT and LOINC, rapid entry of log & panel data. Abnormal results can automatically alert the Patient Tracking module.
Electronic Medical Record Notes (EMR Notes)	File notes generally or within a module making note review simple and direct.
	Create views from notes for reporting
	Includes 4 unique note templates can be used to document clinical information.
Reports	3 Netsmart defined reports

Clinical Support Scope of Services	
Clinical Support are separate, distinct clinic types of the medical records system that distinguish clients by program. Enables timely documentation, reporting, and investigation of conditions, incidents and events.	
Sexually Transmitted Diseases/HIV	This module manages the highly confidential activities and reporting needs of STD/HIV clinics, securely capturing the details of each STD encounter, exams, procedures, labs, counseling, risk factors, treatments, and contact investigation, treatment and management.
Tuberculosis	The TB module securely manages all TB clinic data, from the initiation and classification of the case, through each visit and exam, skin tests, X-rays and labs, through the course(s) of DOT, and eventual case disposition. The TB module also supports contact investigation, treatment and management

3. Phase 2 Scope of Services

Insight Practice Management Scope of Services	
Netsmart's Insight Practice Management (PM) is a comprehensive solution that offers a complete suite of modules to meet your practice management needs. From client reporting, billing, appointment scheduling and tracking, non-patient related time tracking, and supply dispensing and management, Insight PM offers solutions to support management of all types of public health environments.	
Role-based Implementation	Health Department employees that fit any of these roles should participate in Practice Management implementation: • Registration • Scheduling • Billing • Physician/NP • Nurse • Case Manager • Epidemiologist • Clinical Assistant • Lab Technician • Technical - System Administrator • Supervisor • Compliance Auditor

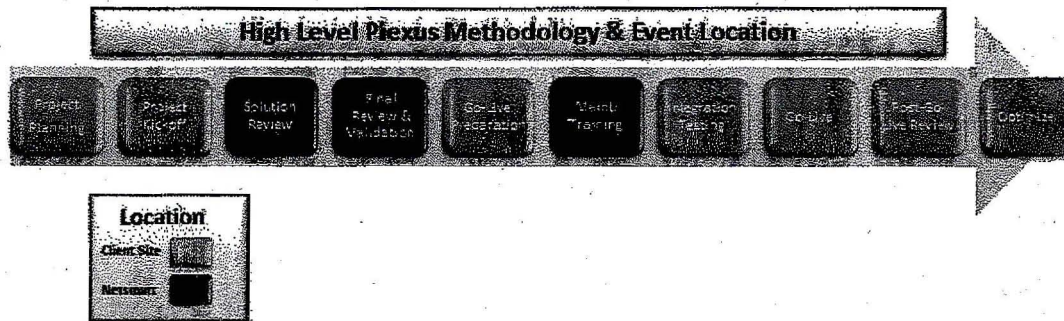|	
Supplies and Inventory	Materials receipt, inventory transactions and an automated interface to the Encounter module provide a complete supplies management solution. Inventory can be organized, managed and tracked and re-order triggers generated automatically. Components can be grouped into kits for distribution. Procedures may be entered into Patient Encounters that decrement inventory automatically as supplies are used. Non-patient supplies can also be tracked. Supplies Inventory provides a convenient way to track Strategic National Supplies.
Client Management	**Encounter Processing** Encounters record programmatic and service data for all services and procedures performed by the health department. Encounters automatically interface with billing. Health departments may choose to link all services received in a single visit to a single encounter, or to create separate encounters within each clinic. Bar-code labels may be printed for each encounter. Encounters may be confidential.
Client Management (cont.)	**Patient Accounts and Third-Party Billing** Charges are automatically posted to the client ledger. Patient Accounts captures charges, payments, adjustments, pre-payments and donations, and prints a client receipt. Individual and family billings are supported. Insight supports HIPAA-compliant ANSI X12 837 electronic claims generation, and ANSI X12 835 remittance processing, as well as a variety of paper billing formats and manual remittance posting.
Speed forms	Create up to 2 role based speed forms for data entry.
Charge Maintenance	A central location for procedures (both fee-based and non-fee based) and insurance modifier codes for proper coding.
Billing Reports	Electronic Billing will be configured for the following: 1 Medicaid, 1 Medicare (if applicable), 1 major 3rd party insurance.
	Major billing formats (paper CMS 1500, X12-835 Remittance Posting, X12-837 both Institutional and Professional
	Billing, Management and Accounting reports to control the patient revenue.
	Includes pre-defined reports: • AR01-Monthly Income by Provider • AR02 Monthly Income by Subprogram • AR03 Cash Drawer Report • AR10 HCFA 1500 Billing Statements • AR11 Insurance Billing • AR21 Daily Detail Transaction • AR 24 Aged Accounts • AR6A Patient Statements • AR997 x12-997 Acknowledgement List • F15 AR by Reimbursement code • Write off (write off bad debts)

Netsmart Technologies

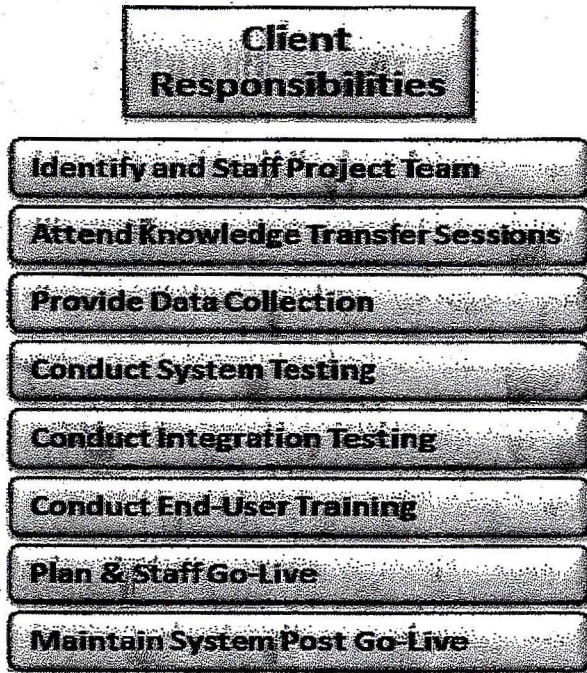| Sliding Fee Scale	Multiple sliding fee scales can be maintained. The current federal sliding fee scale is included.
Appointment Scheduling and Reports	**Appointment Scheduling** Appointment staff can schedule, look up and manage patient appointments quickly and easily. Administrators can view and manage clinical resources in real time. User-configurable appointment profiles define time slots for each clinic. Print appointment reminder cards, or download to (3rd party) auto dialers. Insight Appointments supports: • Clinic Profiles • Client Appointment History • Multi-field Clinic Search • Clinic Daily Schedule • Clinic Weekly Schedule • Clinic Appointment History (Includes pre-defined client, staff, and facility scheduling reports) • APSTAT-Clinic Appointment Statistics • APT101 Appointment Letters • CPROF-Clinic Profile Report • CROST-Clinic Rosters

Insight Electronic Health Record Scope of Services

Netsmart's Insight Electronic Health Record (EHR) 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 public health environments. Insight EHR supports a robust electronic health record with support from clinical options that include Diagnosis, Treatment/Care Planning, Progress Notes, Assessments and Reporting. Laboratory results and other interdepartmental data are also supported by Insight EHR to provide a complete, comprehensive patient record.

The EMR module interacts with other modules and clinic areas to record vital signs, calculate BMI, produce growth charts, and track medications and allergies. User-configurable EMR Notes can record general or clinic-specific SOAP notes, surveys, assessments, and other data. User-definable EMR Dashboards can provide at-a-glance reviews of patient medical records. EMR Note formats may be exchanged with other health departments that use Insight.

Electronic Medical Record Notes (EMR Notes)	File notes generally or within a module making note review simple and direct.
	Create views from notes for reporting
	Includes 3 unique note templates can be used to document clinical information.

Clinical Support
Scope of Services

Clinical Support modules are separate, distinct clinic types of the medical records system that distinguish clients by program. Enables timely documentation, reporting, and investigation of conditions, incidents and events.

Case Management (TBD)	Case Management documents the coordination of services from identified community resources. It tracks the eligibility, referral, authorization and follow-up processes, and provides correspondence and caseload reporting. The EMR Notes and Patient Tracking modules may be incorporated into Case Management.

4. Location of Work & Client Responsibilities

The location of work by Netsmart and City of San Antonio staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at City of San Antonio 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

5. Plexus Events, Expectations & Deliverables

The following section of this document details the main deliverables of the City of San Antonio Implementation.

5.1 Sales to Operations Transition

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

5.2 Hardware Network OS/Installation

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.

5.3 Software Delivery and Installation

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 MS SQL 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 SANDBOX, BUILD, TEST and LIVE environments for all applications purchased.

5.4 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 implementation methodology is introduced and the different events w/in 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 methodology
- Provide hands on experience w/ solutions
- Introduction to tools to be used during the project
- Introduction to Starter Kit
- Gather state reporting & payor requirements
- Discuss next steps

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

5.5   General Project Management

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

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

5.6   Project Kickoff

Project Kickoff consists of three discreet activities: the Project Kickoff presentation, Departmental Workflow Assessment (DWA) 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. It is an opportunity to share with a broader group the benefits to be gained through the project as well as pass down key messages and expectations.

During the DWA 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 w/ Netsmart's recommended practices. The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the DWA which will serve as a framework for questions and documentation of the discussions that occurred during the walkthrough.

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

Objectives:

- Introduce client project team to Netsmart Solution Architects
- Review Starter Kit outstanding items
- Conduct Departmental Walkthroughs and utilize Departmental Walkthrough Assessment to facilitate and document walkthrough
- Identify improvement opportunities
- Conduct scope review

- Identify project risks
- Document Netsmart and client scope concerns
- Present data collection materials
- Discuss next steps

Client responsibilities:

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

5.7 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.

Clients leave 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 w/ 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
- Conduct integration discussions
- Discuss data collection materials
- Identify Policies & Procedures requiring change
- Review the event summary and sign-off process
- Discuss next steps

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

5.8   Final Review & Validation

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

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

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

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

Objectives (Finial Review)

- Provide an 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
- Discuss next steps

Objectives (System Validation)

- Provide training on test script development and testing concepts
- Begin development of client-specific system test scripts

- Discuss next steps

Objectives (Learning Plan Development)

- Conduct Learning Plan session
- Begin development on Learning Plan
- Discuss next steps

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

5.9 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
- Discuss next steps

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

5.10 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 and System Administration 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

Client responsibilities:

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

5.11 Integration Testing

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

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

5.12 Go-Live:

Go-Live is the event when the solutions are moved into productive use by the end-user population. It will take place at the client site, supported by both project teams. Netsmart on-site support will include the first 3 days following go-live.

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

5.13 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 six to ten weeks 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

Client responsibilities:

- Provide answers to Post-Go-Live review questions

6. Assumptions

➤ Netsmart and City of San Antonio will devote sufficient resources and timely communication to the project in order to assure its success.

➤ New hardware (if needed) will be delivered by the date required in the Project Schedule.

➤ City of San Antonio will use Report Builder for all report development.

➤ City of San Antonio will provide resources as identified in the work breakdown structure of the project plan.

➤ A training room will be available for the training sessions with working equipment and appropriate software loaded.

➤ Individuals scheduled to attend training will attend without distractions.

➤ Netsmart will provide recommended practices during all phases of the implementation.

➤ Phase 1 and 2 of the project will be executed according to the event-based Netsmart Plexus Methodology as outlined above.

➤ City of San Antonio resources will travel to the designated event location for identified events in the Netsmart Plexus Methodology.

➤ Key decisions will be made in a timely and efficient manner. Any delays in key decisions will affect go-live dates.

➤ Phase 1 will start on July 8, 2013 and be delivered on or before November 30, 2013.

➤ Phase 2 timeline to be determined prior to January 1, 2014.

➤ All San Antonio deliverables will be completed by the assigned date or project events will be moved to the next available dates per Netsmart's availability.

➤ Phase 2 scope currently includes previous unimplemented clinical areas. Rework of previously configured modules and/or Phase 1 configurations not in scope.

➤ Any additional scope above and beyond this Statement of Work will be quoted separately.

➤ Netsmart will work with the City of San Antonio to evaluate the StarLIMS system to determine the best approach for interfacing Insight and StarLIMS.

➤ The above scope is priced at a fixed fee of $100,000.

Netsmart Technologies

Insight Proposal
for
City of San Antonio

Proposal Date: Jul 9, 2013
Expiration Date: Aug 30, 2013

Presented To: Paul Fenstermacher
Business Relationship Manager

Account # 0007094

Netsmart Software

Product	Line Total
Insight Patient Tracking Module	USD 2,500.00
Insight Case Management Module	USD 2,500.00
Insight Supplies & Inventory Module	USD 2,500.00
	$7,500.00

Netsmart Professional Services

Product	Details	Line Total
Insight Plexus Foundation Implementation	As per Netsmart's Scope of Work (SOW), supplied under separate cover.	USD 100,000.00
		$100,000.00

Netsmart Monthly Support Fees

Product	Details	Line Total
Insight Support and Maintenance	Includes the following Insight modules: PM/EHR, Case Management and Supplies Inventory	USD 131.25
		$131.25

All Maintenance & Support fees above are in addition to any existing Maintenance & support fees.

Summary

Section	Total Price
Netsmart Software	$7,500.00
Netsmart Professional Services	$100,000.00
Netsmart Monthly Support Fees	$131.25

Terms and Conditions

For licensed software orders: 100% of the total license fees due upon execution of this Agreement. Initial Support Fee Term (contract signing through December 31, 2013) will be invoiced and payable upon execution of the License & Service Agreement, and will be governed by the terms of such.

For professional services orders: 50% of this contract amount for services will be due upon execution of this Agreement. The balance will be invoiced and payable upon project completion or 90 days following Execution of this Agreement, whichever comes first. Unless specified otherwise above, professional services will be delivered by remote access during Netsmart normal business hours. Additional fees will be incurred if services are required after hours or on weekends. All professional services and maintenance and support services will be provided under the management and control of Netsmart Technologies by Netsmart employees, Netsmart certified contracted consultants, or some combination thereof.

Unless specified above, prices quoted exclude the cost of required hardware, operating system software, database software, communications, taxes and shipping charges. Taxes and shipping charges, where applicable, will be invoiced separately.

The initial term for provision of Support Services for Licensed Programs will begin on contract signing through December 31, 2013, with the following January 1, 2014 being the Anniversary date. Unless prices are shown above for renewal terms after the initial term, Netsmart will give Client not less than sixty (60) days written notice prior to any Anniversary date (as defined in the agreement for services) of any revised schedule of support service prices. If prices for renewal terms are not fixed above, support service pricing will not be increased for any renewal term by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)-Medical Care or 4%, whichever is higher. All renewal terms are at the Client's option.

Prices quoted for maintenance and support or professional services do not include travel, living and travel time expenses incurred in the provision of on-site services. Netsmart travel and per diem expenses will be billed and payable monthly at cost as incurred. Travel time will be billed at a rate of $150 per hour.

The Charges set forth in this Agreement do not include any taxes. If Client claims a tax exemption, Client will provide to Netsmart a certificate of exemption from taxes, or other evidence sufficient to permit Netsmart to exclude taxes from charges. Otherwise, there shall be added to such charges, and Licensee shall pay, amounts equal to any taxes however designated, levied or based excluding Netsmart's income taxes on such changes including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart.

All terms and conditions of the Governing Software License and Service Agreement remain in full force and effect. Information and/or data contained in this document is the property of Netsmart Technologies. Disclosure to third parties without the express written consent of Netsmart Technologies Inc. is prohibited.

This proposal is valid until the expiration date shown above. All pricing is subject to change after the expiration date listed above and subject to our execution of a contract or issuance and acceptance of a purchase order. For Hardware and any fees not expressly covered under the terms and conditions of this Agreement, 100% of the total fees are due upon execution of this Agreement.

Partnerships That Matter: Netsmart has provided you with a FREE Subscription to myLearningPointe™ for you and ALL of your licensed users.

myLearningPointe is a knowledge center providing organizations a Learning Management System (LMS) with a comprehensive online library of educational courses and resources. The Learning Management System is a secure hosted online solution that enables organizations of all sizes to effectively create trainings, easily deliver, manage and track compliance, continuing education and staff development initiatives. myLearningPointe provides a secure platform for organizations to offer a customized corporate education center and positive learning experience for the entire agency.

A free offering of myLearningPointe will be offered to anyone who signs up thru www.mylearningpointe.com/basic. Within this offering will be 20 courses, 4 of those have CE's, access to Center Site printed materials, and access to our mobile application.

To accept this proposal, please sign, date and return to the address or email below. If appropriate, please include a PO number.
Accepted:

Signature: _____   Date: _____

Name: _____   PO #: _____

Title: _____

Prepared by: Faye Walko
fwalko@ntst.com   Return Address:
(614) 932-6736

Netsmart Technologies Inc
3500 Sunrise Highway
Great River, NY 11739

Netsmart Technologies

Additional Insight Users
for
City of San Antonio

Proposal Date: Jul 9, 2013
Expiration Date: Aug 26, 2013

Presented To: Paul Fenstermacher
Business Relationship Manager

Account # 0007094

Netsmart Software

Product	Details	Quantity	Units	Line Total
Additional Insight Users	Concurrent Users 25-30	6.00	ConcurUser	USD 750.00
			Totals	$750.00

Netsmart Monthly Support Fees

Product	Details	Quantity	Units	Line Total
Additional Insight Support and Maintenance	Concurrent Users 25-30	6.00	Each/Mo	USD 157.50
			Totals	$157.50

All Support and Maintenance fees above are in addition to any existing Support and Maintenance fees.

Terms and Conditions

For licensed software orders: 100% of the total license fees due upon execution of this Agreement. Initial Support Fee Term (contract signing through December 31, 2013) will be invoiced and payable upon execution of the License & Service Agreement, and will be governed by the terms of such.

Unless specified above, prices quoted exclude the cost of required hardware, operating system software, database software, communications, taxes and shipping charges. Taxes and shipping charges, where applicable, will be invoiced separately.

The initial term for provision of Support Services for Licensed Programs will begin on contract signing through December 31, 2013, with the following January 1, 2014 being the Anniversary date. Unless prices are shown above for renewal terms after the initial term, Netsmart will give Client not less than sixty (60) days written notice prior to any Anniversary date (as defined in the agreement for services) of any revised schedule of support service prices. If prices for renewal terms are not fixed above, support service pricing will not be increased for any renewal term by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)-Medical Care or 4%, whichever is higher. All renewal terms are at the Client's option.

Prices quoted for maintenance and support or professional services do not include travel, living and travel time expenses incurred in the provision of on-site services. Netsmart travel and per diem expenses will be billed and payable monthly at cost as incurred. Travel time will be billed at a rate of $150 per hour.

The Charges set forth in this Agreement do not include any taxes. If Client claims a tax exemption, Client will provide to Netsmart a certificate of exemption from taxes, or other evidence sufficient to permit Netsmart to exclude taxes from charges. Otherwise, there shall be added to such charges, and Licensee shall pay, amounts equal to any taxes however designated, levied or based excluding Netsmart's income taxes on such changes including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart.

All terms and conditions of the Governing Software License and Service Agreement remain in full force and effect. Information and/or data contained in this document is the property of Netsmart Technologies. Disclosure to third parties without the express written consent of Netsmart Technologies Inc. is prohibited.

This proposal is valid until the expiration date shown above. All pricing is subject to change after the expiration date listed above and subject to our execution of a contract or issuance and acceptance of a purchase order. For Hardware and any fees not expressly covered under the terms and

conditions of this Agreement, 100% of the total fees are due upon execution of this Agreement.

Partnerships That Matter: Netsmart has provided you with a <u>FREE</u> Subscription to myLearningPointe™ for you and <u>ALL</u> of your licensed users. Keep reading for more information.

Netsmart Announces myLearningPointe: A COMPLETE LEARNING SOLUTION

myLearningPointe is a knowledge center providing organizations a Learning Management System (LMS) with a comprehensive online library of educational courses and resources.

The Learning Management System is a secure hosted online solution that enables organizations of all sizes to effectively create trainings, easily deliver, manage and track compliance, continuing education and staff development initiatives.

myLearningPointe provides a secure platform for organizations to offer a customized corporate education center and positive learning experience for the entire agency. Professional career tools are available for employees to track credits earned, certificates of completion and training history.

myLearningPointe Basic: A free offering of myLearningPointe will be offered to anyone who signs up thru www.mylearningpointe.com/basic. Within this offering will be 20 courses, 4 of those have CE's, access to Center Site printed materials, and access to our mobile application.

To accept this proposal, please sign, date and return to the address or email below. If appropriate, please include a PO number.

Accepted:

Signature: _____   Date: _____

Name: _____   PO #: _____

Title: _____

Prepared by: Faye Walko   Return Address: Netsmart Technologies Inc
                 fwalko@ntst.com   3500 Sunrise Highway
                 (614) 932-6736   Great River, NY 11739

Status: Approved   Version: 3.0   Created: 2013-07-11 16:15:25   Reference: 2013-07-11-0007094-005267

NETSMART HOSTING ADDENDUM TO LICENSE

This Addendum dated August , 2013 (the Addendum Effective Date") is a supplement to the terms of the License Agreement dated as of September 9, 2009, ("Master License Agreement") by and between Netsmart Technologies, Inc. ("Netsmart") and San Antonio Metropolitan Health District ("Client").

1. **PURPOSE OF ADDENDUM** This Addendum states the terms and conditions under which Netsmart will provide software hosting services and permit Client to load Data on the Hosted System via a virtual private network ("VPN") or Secure Socket Layer ("SSL").

2. **DEFINITIONS** Capitalized terms in this Addendum that are not defined below will have the same meaning as the terms that are given in the Master License Agreement. All references to Schedules mean the Schedules attached to this Netsmart Hosting Addendum to License unless otherwise indicated.

   a) "Client Hardware" means the computer hardware and communications equipment required by Client to log on to the System and use the Software Services and is the responsibility of Client to obtain.

   b) "Netsmart Provided Hardware" means any equipment provided to the Client by Netsmart

   c) "Data" has the meaning provided in Section 6

   d) "Hosted System" means the hardware and software in Netsmart's data center, including the Licensed Programs as defined in the Master License Agreement that are used to provide Software Services to Client.

   e) "Month 1" means the first day of the first month after mutual contract execution.

   f) "Service Charges" means the amount to be paid by Client for
      i) Netsmart's data center usage;
      ii) Any Netsmart Provided Hardware ;
      iii) Any Professional Services
      iv) The payment terms for Service Charges is set forth in Addendum Schedule 2(b) for professional services, Addendum Schedule 2(c) for third party products and Addendum Schedule 2(d) for recurring charges.

   g) "SLA" is an abbreviation for Service Level Agreement. The Service Level Agreement, or SLA, describes the functions, features and performance capabilities of the Hosted System as

available at Client's site and is set forth in Addendum Schedule 2(e).

   h) "Changes" All Changes to the standard terms of this addendum will be contained in Schedule 2(z).

3. **TERM**

   a) Netsmart hereby grants Client a non-transferable, non-exclusive right to access the Hosted System from Netsmart's Data Center for a period of 84 months from the Addendum Effective Date (the "Initial Term").

   b) Client has the option to terminate the hosting relationship with Netsmart prior to the expiration of the Initial Term, on sixty (60) days' notice to Netsmart and payment of an early termination fee equal to ten percent (10%) of the contracted remaining hosting fees through the expiration of the Initial Term.

   c) At the expiration of the Initial Term this Agreement will be automatically renewed on an annual basis on the anniversary of the Addendum Effective Date for additional one year terms ("Option Terms"). Either party may terminate this agreement as of the last day of the Initial Term or any Option Term, by giving the other party not less than one-hundred and eighty (180) days, in the case of a termination by Netsmart, or sixty (60) days, in the case of termination by Client, written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term as the case may be.

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

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

   e) This Addendum does not convey to Client any title or ownership interest in the Hosted Systems or the Licensed Programs. Client has

additional rights in the Licensed Programs, however, under the Master License Agreement.

f) The Hosting Services covered by this Addendum are provided solely to Client. Client is prohibited from engaging in any activity that makes these Hosting Services available to third parties.

4. CHARGES AND PAYMENT TERMS

a) Client agrees to pay Netsmart the Service Charges in the amounts and at the times set forth in Addendum Schedules. Invoices are payable net thirty (30) days after invoice date. Thereafter, any outstanding balance shall bear simple interest at the lower of 18% per annum or the highest interest rate permitted by law.

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

5. TAXES

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

6. PROTECTION OF CLIENT DATA

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

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

7. GENERAL TERMS

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

8. SURVIVAL OF TERMS

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

9. CROSS DEFAULT

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

10. USE OF NETSMART WEBSERVICES

If separately purchased, Netsmart supports the use of Netsmart provided web services in both the SaaS and hosted environmental platforms. The only medium for transmission of web services data into the Netsmart environment will be through VPN tunneling across the Internet. Netsmart offers two VPN offerings, depending upon the needs of the Client, which include VPN client software installed on each machine submitting web services data or VPN appliances which establish a permanent VPN tunnel between the client environment and the Netsmart data center.

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

Netsmart Technologies, Inc.

By: _____

Title: _____

San Antonio Metropolitan Heatlh District

By: _____

Title: _____

![Netsmart logo]

Date: _____   Date: _____

Addendum Schedule 2(a)
Client Hardware

User's Computer (Minimum)

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

User's Computer (Recommended)

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

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

Addendum Schedule 2(b)
Netsmart License and Professional Services

Item	Price	Payment Terms
Set-up Services: • Building the live and test databases, the reporting systems, and the web server system in the Netsmart Data Center • Installation of all Licensed Programs together with any patches for optimal performance • Configuration & testing of software programs • Establishing security infrastructure • Establishing backup/disaster recovery environments • Setting up VPN client, VPN appliance, or SSL connectivity One copy of client installable Checkpoint VPN Software (if applicable)	$15,000	Due upon contract execution
	$0	N/A
	$0	Due upon contract execution
Total Charges – License and Professional Services	$15,000	

Netsmart

Addendum Schedule 2(c)
Third Party Products

Item	Price	Payment Terms
VPN Appliance – DUE ON CONTRACT EXECUTION Provides a secure VPN tunnel for all local network users, freeing your network personal from having to install individual VPN client software on each computer that will use the Netsmart Software Products. Traffic passing through the VPN tunnel to the Hosting Environment, must use Network Address Translation (NAT) to a Netsmart specified IP address range Client must agree to make any firewall modifications to accommodate upgrades or changes to the NTST - Hosting Firewall infrastructure.	0.00	Not Included
VPN Appliance Annual Maintenance	0.00	Not Included
Total Charges – Third Party Products	**0.00**	

Netsmart

Addendum Schedule 2(d)
Recurring Charges

Description	Payment Due Annually
Hosting of Licensed Programs purchased by Client as described in Schedule 2(a) of the Master License Agreement. • Licensed Programs will be at the Netsmart Data Center. • Annual price is based upon a rate of $1,260 per concurrent user per year and a minimum purchase of 30 concurrent users per year. • Annual fee will commence upon Addendum execution. Payments beyond Year 1 are due on each anniversary of the Effective Date during the Initial Term. • Additional concurrent users can be added at a rate not to exceed $1,260 per concurrent user per year for a period of one year from the Agreement effective date.	$37,800
Checkpoint VPN Client Software (if applicable) Client installable on individual devices	$0.00
Total Recurring Charges	$37,800

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

1. Coverage; Definitions

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

This Section sets forth the System Availability commitments for Hosting Services. If monthly System Availability (as defined below) falls below 99.0%, Netsmart will provide a credit against the Client's next monthly Hosting Fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table. Client acknowledges that this Section provides Client's sole and exclusive remedy for Netsmart's failure to meet the System Availability commitment.

System Uptime %	Credit %
>= 98.0% and < 98.9%	5%
97.0 to 97.9%	10%
95.0 to 96.9%	15%
< 94.9 or below	25%

2. *System Availability Calculation*

a) Netsmart will calculate System Availability as set forth below for each month during the Term of this Netsmart Contract Addendum.

b) System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

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 Client to determine and use commercially reasonable efforts to Schedule Downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc.

c) Client is permitted to audit the Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of the Unscheduled Downtime. This audit must take place within 30 days of the month end.

d) Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance

performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the Hosting Fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.

e) Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the Hosting Service fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.

f) If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.

g) The System will be considered in a System Stabilization Period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

3. Exceptions

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

      a. Circumstances beyond Netsmart's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, web server software, FTP Servers, or statistics) or inability to obtain supplies, or power used in or equipment needed for provision of services;

      b. Failure of access circuits to the Netsmart Network, unless such failure is caused solely by Netsmart;

      c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;

      d. Issues with FTP, POP, or SMTP Client access;

      e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Services;

      f. E-mail or webmail delivery and transmission;

g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers.

h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

4. Scheduled Maintenance
   a. Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire ASP/Hosting environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM – 5:30AM EST.

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

   Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA cannot exceed the total hosting fee paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this SLA.

Schedule 2(z)
Changes to Standard Hosting Addendum

Section	Revision
	No revisions