

MASTER AGREEMENT FOR CAREMANAGER SUBSCRIPTION & SERVICES

Effective November 10th, 2020 this Master Agreement is last signed by parties (the “Effective Date”)

By and Between Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 (“Netsmart”)	And County of Ventura 1911 Williams Dr., Suite 200 Oxnard, CA 93036 (“Client or Subscriber”)
Attention: Joseph McGovern, EVP Telephone No: (631) 968-2012 E-mail Address: jmcgovern@ntst.com Notices to be sent to: Contracts_Notice@ntst.com	EIN: State tax exempt: No Attention: Sevet Johnson Behavioral Health Director Telephone No: 805-981-4294 E-mail Address: sevet.johnson@ventura.org Notices to be sent to (if different): Maryza Seal, Contracts Manager, Maryza.seal@ventura.org

This Master Agreement for CareManager Subscription and Services sets forth the terms and conditions under which Netsmart shall license the software programs and provide support services described herein.

The term “Master Agreement” means this Signature Page, the attached Master Agreement Expenditures page, the attached Terms and Conditions, all Schedules and addendums attached hereto, the referenced BAA and SOW, and any subsequent mutually executed amendment(s) or addendum(s).

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement as November 10th, 2020 written below.

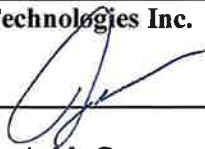
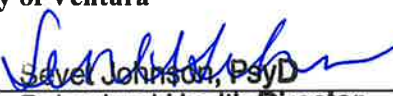
Netsmart Technologies Inc. BY:  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Joseph McGovern <div style="text-align: center;">(PRINTED NAME)</div> TITLE: <u>EVP</u> DATE: <u>11 -12 - 2020</u>	County of Ventura BY:  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Sevet Johnson, PsyD Behavioral Health Director <div style="text-align: center;">(PRINTED NAME)</div> TITLE: _____ DATE: <u>November 16, 2020</u>
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Schedule B	Hardware Configuration
Schedule C	Changes to the Master Agreement
BAA	Business Associate Agreement
SOW	Scope Document for Plexus Implementation Plan

Master Agreement Expenditures

ONE-TIME CHARGES:

<u>Netsmart Services</u>	<u>Qty</u>	<u>Charges</u>	<u>Payment Terms</u>
CareManager Implementation Services as defined in the SOW – CareManager Baseline, Project Management, Business Rules and Configuration		\$165,000	Billed as Project Milestones: Delivery and Installation: \$75,000 Project Planning: \$10,000 Project Kickoff: \$10,000 Solution Review: \$10,000 Final Review and Validation: \$10,000 Go-Live Preparation: \$10,000 Maintenance Training: \$10,000 Integration Testing: \$10,000 Go-Live: \$10,000 Post Go-Live Review: \$10,000 Each Milestone is Due upon Deliverable Completion and Acceptance/Sign-Off
CareConnect Carequality Implementation Services as defined in the SOW		\$10,000	50% due upon CareConnect Carequality Project Kickoff and remaining 50% due upon deliverable completion and Sign-off
CareManager Professional Services – Integration with Avatar		\$10,000	50% due upon CareManager Project Kickoff and remaining 50% due upon deliverable completion and Sign-off
CareManager Professional Services – Integration with VCIJIS		\$20,000	50% due upon CareManager Project Kickoff and remaining 50% due upon deliverable completion and Sign-off
CareManager Professional Services – Integraation with Cerner Millinium to bring in CCD		\$10,000	50% due upon CareManager Project Kickoff and remaining 50% due upon deliverable completion and Sign-off
CareManager Professional Services – Integration with HMIS		\$20,000	50% due upon CareManager Project Kickoff and remaining 50% due upon deliverable completion and Sign-off
CareManager Professional Services – Integration with Manifest		\$20,000	50% due upon CareManager Project Kickoff and remaining 50% due upon deliverable completion and Sign-off
Total One-Time Charges		\$255,000	

RECURRING CHARGES:

<u>Netsmart Subscriptions</u>	<u>Qty</u>	<u>Charges</u>	<u>Payment Terms</u>
CareManager – Up to 1500 Members per month	1500	\$36,000	Billed annually in advance upon Go Live of CareManager.
CareConnect Subscription		\$5,400	Billed annually in advance upon Go Live of CareManager.
Total Recurring Charges		\$41,400	



Netsmart is not a distributor for the AMA CPT Licenses. Client is required by the AMA to license and pay all applicable fees for the right to use the AMA CPT codes.

TRAVEL AND LIVING AND TRAVEL TIME EXPENSES

Travel time will be billed at a rate of \$150 per hour.

Billed monthly as incurred at the most economical rates.

Travel and Living Expenses are as follows:

Charges should be paid in accordance with county policy:

- a. Per diem is \$60/day, except in high cost areas. County policy for car rental is rent the most economical vehicle meeting business needs. Airport parking up to \$25/day.

Hotel: At local rates

Billed as incurred – Estimated Fees up to \$8,000

MASTER AGREEMENT TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT

This Agreement states the terms and conditions under which Netsmart will:

- (a) Grant Subscriber the rights to use and operate certain proprietary computer programs and related documentation on a non-exclusive basis; and
- (b) Provide services such as project management, installation, training and Support Services to Subscriber.

2. TERM

The Initial Term of this agreement is for a period of three (3) years from the Effective Date, November 10th, 2020. This Agreement may be terminated by either party as provided in Section 12 Termination. At the expiration of the Initial Term this Agreement will be automatically renewed on an annual basis on the anniversary of the 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 ninety (90) days 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.

3. DEFINITIONS

As used in this Agreement, the following definitions apply to capitalized terms:

- (a) "Changes" All Changes to the terms of this Master Agreement will be contained in Schedule C.
- (b) "Charges" means the amounts to be paid by Licensee and the payment terms for the right to use the Licensed Programs, for services provided to Licensee and for hardware or other Third Party Products acquired by Licensee under the terms of this Master Agreement. The Charges and payment terms are described on the Master Agreement Expenditures page attached hereto.
- (c) "Data" means all information acquired from Client that will reside on a Netsmart secure server and be maintained for Client during the performance of this Master Agreement.
- (d) "Month 1" means the first day of the first month after mutual contract execution.
- (e) "Netsmart Programs" means the Netsmart computer programs in object code form and their associated documentation listed on the Master Agreement Expenditures page.

- (f) "Problem or Defect" means any failure of the Programs to operate in substantial conformance with the Specifications.
- (g) "Scope Document for Plexus Implementation Plan" or "SOW" means the detailed work plan incorporated by reference and attached to this Master Agreement.
- (h) "Services" means the installation, training and other services to be provided by Netsmart as described in the SOW.
- (i) "SLA" is an abbreviation for Service Level Agreement. The SLA describes the functions, features and performance capabilities of the hosted system as available at Client's site and is set forth in Schedule A-1.
- (j) "Specifications" means the description and features of the Licensed Programs as set forth in the (electronic or physical) documentation relating to the Licensed Programs supplied to Licensee by Netsmart hereunder.
- (k) "Support Services" means the maintenance and support services to be provided by Netsmart in accordance with Schedule A.
- (l) "Subscriber Database" means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by Subscriber.
- (m) "Third Party Products" means any product acquired by Netsmart from an outside vendor on behalf of Subscriber under the terms of this agreement. Third Party Products consisting of software are called Third Party Programs.
- (n) "Year 1" means the period from the Addendum Effective Date through its one year anniversary.
- (o) "Benchmarking Services" means those services as described in Schedule __, if applicable.

4. NETSMART PROGRAMS

- a) Software Services may be used by Subscriber:
 - i) for Subscriber's internal business purposes and not to process the data of any other entity;
 - ii) to support the number of members as set forth in this Agreement;
 - iii) for the Initial Term and any subsequent Option Terms.

The foregoing license grant may be exercised by Subscriber and its employees and independent contractors (provided that such independent contractors undertake in writing to be bound by all applicable restrictions in this Agreement) (collectively, "Subscriber Personnel") on Subscriber's equipment for Subscriber's internal business purposes provided they are added as named users for the Netsmart Programs.

- b) Except as expressly stated in this Agreement, no other rights, express, implied or otherwise are granted to Subscriber.
- c) Nothing in this Agreement will be deemed to convey any title or ownership interest in the Netsmart Programs or the Third Party Programs to Subscriber. Subscriber will not sell, disclose, lease, sublease, lend or otherwise make the Software Services available to others.
- d) Subscriber will not disassemble or reverse engineer any of the Netsmart Programs nor attempt to access or modify the source code version of the Netsmart Programs and will not make any derivations, adaptations, or translations of the Netsmart Programs in whole or in part, nor use the Netsmart Programs to develop functionally similar computer software or to otherwise compete with Netsmart.
- e) If suggestions made by Subscriber are incorporated into subsequent versions of the Netsmart Programs, Subscriber hereby assigns to Netsmart all rights Subscriber may have in and to any suggestions, concepts, or improvements concerning the Netsmart Programs, or other products and services that may result from Subscriber communications to Netsmart.
- f) If certain Third Party Products are being licensed under this Agreement, Licensee agrees to the pass through terms that apply to those Third Party Products at <https://www.ntst.com/lp/pass-through-terms>. 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 Subscriber, in the event of a conflict of terms, the terms of this Agreement shall prevail.

5. IMPLEMENTATION

Promptly after execution of this Agreement, the respective project managers appointed by each party will jointly develop the Implementation Plan. The Implementation Plan will set forth the tasks to be performed by each party, the time frames in which such tasks will be performed, and will identify the roles and responsibilities of the persons who will be provided by Subscriber to support the implementation.

6. CHARGES AND PAYMENT TERMS

- a) In consideration of the licenses granted hereunder, Services to be performed and Third Party Products to be provided by Netsmart, Subscriber agrees to pay Netsmart the Charges at the times and in the amounts set forth in the Master Agreement Expenditures page attached hereto.

- b) Netsmart agrees that it will not revise the Charges during the first year of this Master Agreement. Thereafter any recurring Charges are subject to a 5% increase annually.
- c) Failure to make payment is considered a material default of the Agreement. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at <http://www.ntst.com/ARpolicy>.
- d) With the exception of the initial invoice which is due upon Agreement signing, invoices are payable net thirty (30) days after invoice date.

7. TAXES

The Charges set forth in this Agreement do not include any taxes. Where applicable, these will be added to such Charges, and Subscriber will pay amounts equal to any taxes (however designated, levied, or based) on such 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. If Subscriber claims a tax exemption, Subscriber will provide to Netsmart a certificate of exemption from taxes, or other evidence sufficient to permit Netsmart to exclude taxes from Charges.

8. WARRANTIES

- 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 Licensee is receiving Support Services, Netsmart will correct the Problem or Defect in accordance with the Support Services provisions set forth in Schedule A.
- b) Netsmart further represents and warrants that it has all rights required to provide the Software Service to Subscriber and that to the best of Netsmart's knowledge neither the Netsmart Programs nor the Software Services infringe upon or violate the United States patent rights of any third party or the copyright, or trade secret right of any third party.
- c) If any modifications, additions or alterations of any kind or nature are made to the Netsmart Programs by Subscriber or anyone acting with the consent of or under the direction of Subscriber, all warranties will immediately terminate.
- d) The limited warranty described herein will not apply unless the Licensee's hardware and software system components meet Netsmart's minimum requirements as described in Schedule B.

9. LIMITATION OF WARRANTY.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE NETSMART PROGRAMS, HARDWARE OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING. SUBSCRIBER'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THE SECTION 8(a) WARRANTY AND NETSMART'S SOLE OBLIGATION IS TO MODIFY THE SOFTWARE TO ELIMINATE THE PROBLEM OR DEFECT. IN THE EVENT NETSMART CANNOT MODIFY OR ELIMINATE THE PROBLEM OR DEFECT, LICENSEE MAY TERMINATE THE MASTER AGREEMENT PURSUANT TO SECTION 12 AND MAY SEEK ALL AVAILABLE REMEDIES AT LAW AND IN EQUITY. SUBSCRIBER'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THE SECTION 8(b) WARRANTY IS SET FORTH IN SECTION 11.

10. 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 (INCLUDING DAMAGES RELATED TO LOSS OF BUSINESS OR PROFITS OR REVENUE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT AS SET FORTH IN SECTION 11, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY THIRD PARTY CLAIM.
- b) **LIMITATION ON CUMULATIVE LIABILITY.** EXCEPT AS SET FORTH IN SECTION 11, THE CUMULATIVE LIABILITY OF NETSMART TO SUBSCRIBER 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 MOST RECENT TWELVE (12) MONTHS' SUBSCRIPTION FEES PAID TO NETSMART UNDER THIS AGREEMENT.

11. INDEMNIFICATION

- a) In the event of any claim by a third party against Subscriber (the "Claim"), alleging that the use of the Netsmart Programs or the Software Services infringes upon any intellectual property rights of such third party, Subscriber will promptly notify Netsmart and Netsmart will defend such Claim, in Subscriber's name but at Netsmart's expense, and will indemnify Subscriber against any liability paid by Subscriber, including but not limited to attorneys' fees and disbursements, arising out of such Claim. In the event such an infringement is found and Netsmart cannot either procure the right to continued use of the Software Services, or replace or modify the Netsmart Programs with a non-infringing program, then either party may terminate this Agreement. Netsmart will not have any liability under Section 8(b), and Netsmart will be indemnified by Subscriber with respect to any Claim, to the extent that the Claim is based upon (i) the use of the Software Services or Netsmart Programs in combination with other products or services not made or furnished by Netsmart, provided that the Netsmart Programs alone are not the cause of such Claim; or (ii) the modification of the Netsmart Programs or any portion thereof by anyone other than Netsmart, provided that the Netsmart Programs in unmodified form are not the cause of such Claim.
- b) Subscriber will indemnify and hold harmless Netsmart from and against all claims, suits or actions by any third party against Netsmart relating to, arising out of or resulting from Subscriber's misuse of the Netsmart Programs or the Software Services, or any claim by any party receiving services from Subscriber.

12. TERMINATION

- a) If either party is in default of any of its material obligations hereunder, and has not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the other party (the "non-defaulting party"), then the non-defaulting party may terminate the Agreement on written notice to the defaulting party.
- b) Within thirty (30) days of the date of termination of this Agreement by either party Subscriber will certify in writing to Netsmart that all copies of Netsmart specifications and documentation and any other Netsmart materials have been destroyed
- c) Acceleration of Payment. Upon termination of this Agreement the due dates of all outstanding invoices to Licensee for Licensed Programs and/or Services will automatically be accelerated so that they become due and payable on the effective date

of termination, even if longer terms had been provided previously. Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in the following Sections of this Agreement will survive and will be binding on the representatives, successors, heirs and assignees of the parties:

- i) Section 9 "Limitation of Warranty"
- ii) Section 10 "Limitation of Liability"
- iii) Section 11 "Indemnification"
- iv) Section 12 "Termination"
- v) Section 13 "Confidentiality"
- vi) Section 14 "Non-Solicitation"
- vii) Section 17 "General Provisions"

13. **CONFIDENTIALITY**

- a) Each party agrees that by reason of their engagement hereunder, they will acquire confidential information and trade secrets concerning the operations of the other party and their business methods and operations and each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect its own confidential information to protect any confidential information of the other party.
- c) During the course of the Agreement, Netsmart and Subscriber agree not to discuss the project with any person who does not have a need to know that information for a constructive purpose that will positively impact completion of the Implementation Plan.
- d) Netsmart recognizes and acknowledges the sensitive and confidential nature of information it may obtain with regard to Subscriber's clients and their treatment, and agrees that information with respect to Subscriber's clients and their treatment will be kept in strict confidence in perpetuity by Netsmart. Netsmart agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder. The attached Business Associate Agreement ("BAA") is incorporated into this Master Agreement by reference.
- e) Public Records. This Agreement is Public Record under State Law. To the extent consistent with State law, COUNTY will maintain the confidentiality of all such information marked as Confidential Information or as agreed to be confidential by the reasonable accord of the parties to this Agreement. If a request is made to view NETSMART's Confidential Information, COUNTY will notify NETSMART of the request and of the

date that any such records will be released to the requestor, in accordance with County or State policy as it relates to the release of such information, unless NETSMART obtains a court order enjoining that disclosure. If NETSMART fails to obtain the court order enjoining disclosure, COUNTY will release the identified requested information on the date specified. For avoidance of doubt, NETSMART's standards, procedures, processes, software and codes, not otherwise available to the public are protected from disclosure in which the disclosure of such would compromise the security or integrity of the information technology system.

- f) Subscriber will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Netsmart and/or the owner of the Third Party Programs. Including but not limited to: (i) instructing its employees having access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; (ii) effecting sufficient security measures including, at the request of Netsmart, requiring non-disclosure agreements with its employees, to safeguard such information from theft or from access by unauthorized parties; (iii) Maintaining proper control of passwords and security procedures to prevent unauthorized access to the Subscriber Database.

- 14. **NON-SOLICITATION** During the term of this Agreement and for a period of one (1) year following its termination, neither party will directly or indirectly solicit for employment or as a consultant, an employee or consultant of the other party, or any person who was an employee or consultant of the other party at any time during the twelve (12) month period immediately prior to the date such employee or consultant is solicited, hired or retained

- 15. **FORCE MAJEURE** Neither party will be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, acts of terrorism, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power supply or communications or natural disasters, provided such party takes

reasonable efforts to minimize the effect of such acts or events.

16. GENERAL PROVISIONS

- (a) **Governing Law.** This Agreement will be construed in accordance with the laws of the State of California, without giving effect to the conflict of law rules thereof. Both parties agree this Master Agreement does not constitute a consumer transaction.
- (b) **Entire Agreement.** This Agreement and the schedules and exhibits attached hereto contain the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings contained in any other writing or oral communication. In the event of any conflict between or among the documents comprising this Agreement, the latest dated document will prevail
- (c) **Modifications.** This Agreement may not be modified except in a writing signed by authorized representatives of the parties.
- (d) **Notices.** Any notices required or permitted to be sent hereunder will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses first set forth above or to such other address as a party may designate by notice pursuant hereto. Notices to Netsmart will be sent "Attention: General Counsel" and emailed to Contracts_Notice@ntst.com. Notices will be effective upon the date when delivery is either completed or refused.
- (e) **Waiver.** A waiver of a breach or default under this Agreement will not be a waiver of any subsequent breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement will not constitute a waiver of such term or condition.
- (f) **Insolvency.** In the event that either party will cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or become subject to, any proceeding under a Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then (at the option of the other party) this Agreement will terminate and be of no further force and effect and any property or rights of such other party, whether tangible or intangible, will forthwith be returned to it.

- (g) **Assignment.** The rights granted hereunder to Subscriber may not be assigned, or shared, nor may Subscriber use the Netsmart Programs to provide the software features as a service (Software as a Service) to a third party without the written consent of Netsmart. Subscriber may, however, assign all of its rights under this Agreement to an assignee who acquires all or substantially all of the assets of Subscriber, is not a competitor of Netsmart and has financial resources at least equal to those of Subscriber. Any permitted assignee will assume in writing, all obligations of the assignor.
- (h) **Publicity.** Upon prior written approval, Subscriber authorizes Netsmart to identify Subscriber as a client, and to use Subscriber's name and logo in any of Netsmart's advertising copy, promotional material or press releases.
- (i) **Equitable Relief.** It is specifically agreed that the breach of this Agreement, and in particular the provisions concerning non-disclosure of proprietary information may result in irreparable injury and the party who claims such a breach will be entitled to seek specific performance and injunctive relief to correct and enjoin such breach in addition to all other remedies which might be available.
- (j) **Dispute Resolution.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. In the event they are unable to resolve the dispute, the parties agree to submit the dispute to confidential mediation under the then current CPR Mediation Procedure <http://www.cpradr.org> before resorting to litigation. If a trial results from any dispute not resolved by mediation, the parties waive their right to a jury trial. No action, regardless of form, arising out of this Master Agreement will be brought more than one (1) year after the cause of action accrues.
- (k) **Severability.** If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted, and the remaining provisions of this Agreement will not be affected in any way.
- (l) **This Agreement may be executed in two or more counterparts, each of which will be deemed an original.**
- (m) **Electronic Signature.** This Agreement may be executed by electronic signature as follows:



- (i) a fax copy of this Agreement with a signature page that displays the image of a handwritten signature; or
- (ii) a digital file that is transmitted by one party to the other which, when displayed on an electronic video display terminal, presents an image of this Agreement with a signature page bearing the image of a handwritten signature.
- (n) Headings. The headings of the paragraphs and sections of this Agreement are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement.
- (o) Compliance with Laws. Subscriber agrees to comply with all laws and regulations, including all United States and multilateral export laws and regulations, to assure that the Netsmart Programs are not exported, directly or indirectly, in violation of law.

Schedule A: Support Services

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

- a) Netsmart will maintain the then current version of the Licensed Programs in substantial conformance with its Specifications as amended from time to time by Netsmart, and with applicable Federal regulatory requirements and laws. Netsmart will use commercially reasonable efforts to either:
 - (i) Correct any reproducible Problems or Defects in the then current release of Licensed Programs by Netsmart which prevent it from operating in substantial conformance with the Specifications and applicable Federal regulatory requirements; or
 - (ii) Provide a commercially reasonable alternative that will substantially conform with the Specifications and applicable Federal regulatory requirements and laws.
- b) Priority 1 issues must be called in directly to the Netsmart Support department. Licensee will make requests for Support Services by giving Netsmart written notice specifying a Problem or Defect in the Licensed Programs. In making a verbal request for Support Services, Licensee will provide Netsmart within twenty four (24) hours after such verbal notice with such written information and documentation as may be reasonably prescribed by Netsmart.
- c) Licensee will provide and maintain, at its expense, hardware and/or software to allow Netsmart to access Licensee's system remotely. Licensee will provide Netsmart with appropriate access credentials.
- d) On a timely basis Netsmart will also provide Licensee with:
 - (i) such updates as are distributed without charge to other similar Licensees which reflect modifications and incremental improvements made to the Licensed Programs by Netsmart;
 - (ii) an opportunity to obtain enhancements to the Licensed Programs for which charges are imposed on the same terms as such enhancements are generally made available to other Licensees.
- e) Netsmart will make technical support personnel available 7am PST – 4pm PST time Monday through Friday, exclusive of Netsmart holidays. The County of Ventura is hosted by Netsmart, and therefore we will also offer P1 system downtime support 24x7.
- f) Licensee hereby grants Netsmart access to the Licensed Programs on Licensee's system(s) for the sole purpose of performing Netsmart's obligations under this Agreement. Netsmart will ensure all connectivity to Licensee's system is through the NetsmartCares single point of connectivity utility which records and audits Netsmart's activity on Licensee's system(s) when Netsmart is connected to Licensee's system(s). These recordings 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 Licensee, the hardware's system software, or applicable software other than Licensed Programs, or Licensee's misuse or modification of the Licensed Programs, Netsmart's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Licensed Programs. Licensee will, at Netsmart's option, pay Netsmart for the cost of analyzing the reported problem at Netsmart's then prevailing time-and-materials rate.
- h) The initial term for provision of Support Services for Licensed Programs will begin on the Effective Date and end on June 30, 2021 with July 1, 2021 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 Licensee gives Netsmart written notice of its intent to not renew not less than ninety (90) days prior to the next Anniversary Date, or in accordance with other provisions of this Master Agreement.
- i) Absent a bona fide dispute, if Licensee fails to pay for Support Services when due, Netsmart may refuse to provide Support Services until Licensee makes payment of all Charges due. If Licensee has missed any mandatory upgrades Netsmart will also charge, and Licensee will pay, for software and services necessary to bring the Licensed Programs up to Netsmart's then-current level before Netsmart will certify that Licensee is again eligible for maintenance hereunder.
- j) The Guardian™ software diagnostic tool is included at no charge provided Client is current on maintenance. The Guardian software monitors the health of Client'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	<p>Priority 1: will be assigned when the Netsmart Program or a material Netsmart Program Function component is non-operational as a result of a defect [in Production environment only] such as the Production system cannot be accessed or utilized in any capacity, a direct patient safety issue is present, or a HIPAA compliance violation as a result of a server incident or Netsmart application defect. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> • This case Priority must be called in directly to the Netsmart Support department. • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 2 after three (3) business days.
2 – High	<p>Priority 2: will be assigned to Production defects that result in functions that have a significant negative impact on daily operations but do not constitute as a “System Down”. A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 3 after six (6) business days.
3-Medium	<p>Priority 3: will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems, or to provide a plan for such correction, within ten (10) business day.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 4 after eleven (11) business days.
4 – Low	<p>Priority 4: will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business day.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be closed following our Case Closure Notification policy.

Schedule A-1: Service Level Agreement for Hosting Services

1. Coverage

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

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

2. System Availability Calculation

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

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

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

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

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

- c) Client is permitted to audit the Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of the Unscheduled Downtime. This audit must take place within 30 days of the month end.
- d) Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the Hosting Fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.
- e) Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to

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

- f) If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.
- g) The System will be considered in a System Stabilization Period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.
- h) Definitions.
 - i. *First Productive Use* means the date that data is being accessed or entered in the Hosted System for processing or review in Client's commercial environment
 - ii. *Major System Change* means a material change to the system, including a backend upgrade, operating system upgrade, new release upgrade, SAN upgrade, database upgrade
 - iii. *Scope of Use (for hosting)* means a metric used to define the limits of the hosting services as provided for in the Master Agreement (i.e. number of named/concurrent users)
 - iv. *Service Package* means software designed to fix identified Problems or Defects in the Licensed Program(s), including documentation and release notes made available with such patch or service pack.
 - v. *System Stabilization Period* is the period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change

3. Exceptions

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

- a. Circumstances beyond Netsmart's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, web server software, FTP Servers, or statistics) or inability to obtain supplies, or power used in or equipment needed for provision of services;
- b. Failure of access circuits to the Netsmart Network, unless such failure is caused solely by Netsmart;
- c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
- d. Issues with FTP, POP, or SMTP Client access;
- e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Services;
- f. E-mail or webmail delivery and transmission;



- g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers.
- h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

4. Scheduled Maintenance

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

5. Credit Request and Payment Procedures

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

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

Schedule B: Hardware Configuration

Client is not purchasing hardware from Netsmart. If Client 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 Client of any change in which Client is expected to reasonably adopt to meet then-current technical requirements.

Access to Netsmart's required hardware configurations is located on the following link by solution:

URL: <https://wikihelp.ntst.com/special:Userlogin>

Username: Netsmart_Prospect

Password: Netsmart1

Schedule C: Changes to Standard Master Agreement

Section	Revision

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is effective as of the Effective Date of the Master Agreement between the parties whereas Netsmart Technologies, Inc. is a Business Associate and Licensee is a Covered Entity.

RECITALS

- A. The purpose of this Agreement is to comply with the Standards of Privacy and Security of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and 42 CFR Part 2, and Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), including Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations.
- B. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by Netsmart Technologies, Inc. from or on behalf of Covered Entity will be handled.
- C. Terms used in this Agreement, not otherwise defined, shall have the same meaning as those terms in 45 CFR §§164.103, 164.304, 164.501 and 164.502.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. **Services.** Netsmart Technologies, Inc. provides services for Covered Entity that involve the use and disclosure of protected health information. Except as otherwise specified herein, Netsmart Technologies, Inc. may make any and all uses of protected health information necessary to perform its obligations under the Services Agreement between the parties. Additionally, Netsmart Technologies, Inc. may use or disclose protected health information for the purposes authorized by this Agreement, and, except as otherwise limited by this Agreement, for the proper management and administration of Netsmart Technologies, Inc. or to carry out its legal responsibilities. Further, Netsmart Technologies, Inc. may use protected health information to report violations of law to appropriate Federal and State authorities consistent with 45 CFR §164.502 (j)(i).
2. **Responsibilities of Netsmart Technologies, Inc.** With regard to its use and/or disclosure of protected health information, Netsmart Technologies, Inc. hereby agrees to do the following:
 - (a) Use and/or disclose the protected health information only as permitted or required by this Agreement or as otherwise required by law;
 - (b) Mitigate to the extent practicable, any harmful effect that is known to it of a use or disclosure of protected health information by it in violation of the requirements of this Agreement;
 - (c) Report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the protected health information that is not permitted or required by this Agreement or a security incident of which Netsmart Technologies, Inc. becomes aware within fifteen (15) days of Netsmart Technologies, Inc.'s discovery of such unauthorized use and/or disclosure. In the case of an unsuccessful attempt to gain unauthorized access, Netsmart need only notify the Covered Entity of an attempt that had a reasonable probability of success.
 - (d) Use commercially reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use and/or disclosure of such protected health information and to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information as required by 45 CFR Part 164 Subpart C ("Security Rule");



- (e) Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of protected health information that apply herein, including the obligation to return or destroy the protected health information as provided under (i) of this section;
- (f) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations, subject to attorney-client and other applicable legal privileges;
- (g) Upon written request, make available during normal business hours at Netsmart Technologies, Inc.'s offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Covered Entity within thirty (30) days for purposes of enabling Covered Entity to determine Netsmart Technologies, Inc.'s compliance with the terms of this Agreement;
- (h) Within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by the Covered Entity to permit Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F. R. §164.526 and §164.528;
- (i) Return to Covered Entity or destroy (when feasible), as requested by Covered Entity, within thirty (30) days of the termination of this Agreement, the protected health information in Netsmart Technologies, Inc.'s possession and retain no copies or back-up tapes;
- (j) If Netsmart Technologies, Inc. maintains, retains, modifies, records, stores, destroys or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in HITECH Section 4402 (h)(i)), it shall, following the discovery of a breach of such information, notify Covered Entity of such breach. Such notice shall be in writing and include the identification of each individual whose Unsecured Protected Health Information has been or is reasonably believed by Netsmart Technologies, Inc. to have been accessed, acquired or disclosed during such breach; and
- (k) Netsmart Technologies, Inc. represents that it has policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft to comply with the Federal Trade Commissions Identity Theft Prevention Red Flags Rule (16 CFR § 681.2).

3. Responsibilities of Covered Entity. With regard to the use and/or disclosure of protected health information by Netsmart Technologies, Inc., Covered Entity hereby agrees:

- (a) To inform Netsmart Technologies, Inc. of any changes or limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 ;
- (b) To inform Netsmart Technologies, Inc. of any changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals whose protected health information may be used and/or disclosed by Netsmart Technologies, Inc. under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and
- (c) To notify Netsmart Technologies, Inc. in writing and in a timely manner, of any restrictions on the use and/or disclosure of protected health information agreed to by Covered Entity as provided for in 45 C.F.R. §164.522.
- (d) Covered Entity shall not request Netsmart Technologies, Inc. to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Netsmart Technologies, Inc. may use or disclose Protected Health Information for Netsmart Technologies, Inc.'s Data Aggregation activities or proper management and administrative activities.

4. **Mutual Representation and Warranty.** Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under this Agreement, are or will be appropriately informed of the terms of this Agreement and are under legal obligation to fully comply with all provisions of this Agreement.
5. **Term and Termination.**
 - (a) **Term.** This Agreement will become effective on the Effective Date and will continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by mutual agreement of the parties. Notwithstanding the foregoing, this Agreement will remain in effect as long as Netsmart is in possession of any Protected Health Information that belongs to Covered Entity.
 - (b) **Termination.** As provided for under 45 C.F.R. §164.504 (e)(2)(iii), Covered Entity may immediately terminate this Agreement and any related agreement if it determines that Netsmart Technologies, Inc. has breached a material provision of this Agreement, provided that Covered Entity agrees that if a breach is curable, it will: (i) provide Netsmart Technologies, Inc. with five (5) days written notice of the existence of an alleged material breach; and (ii) afford Netsmart Technologies, Inc. an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this Section is grounds for the immediate termination of the Agreement and any related agreement. If termination is not feasible, Covered Entity will report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the related agreement.
6. **Survival.** The respective rights and obligations of Netsmart Technologies, Inc. and Covered Entity under the provision of Sections 2(i) will survive the termination of this Agreement indefinitely.
7. **Amendment.** This Agreement may not be modified or amended, except in writing as agreed to by each party.
8. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
9. **Notices.** Any notices required or permitted to be sent hereunder will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses first set forth above or to such other address as a party may designate by notice pursuant hereto. Notices to Netsmart will be sent "Attention: Chief Financial Officer". Notices will be effective upon the date when delivery is either effected or refused.
10. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule and HITECH.
11. **Ambiguity.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
12. **Binding Effect.** This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
13. **Severability.** Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
14. **Entire Agreement.** This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

15. Security Rule Assurances

(a) Netsmart Technologies, Inc. will implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to Covered Entities shall also be applicable to Netsmart and shall be and by this reference hereby are incorporated into the Agreement.

(b) If Netsmart Technologies, Inc. maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses Unsecured Protected Health Information (as defined in HITECH Section 4402 (h)(i)), it shall, following the discovery of a breach of such information, notify Covered Entity of such breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been or is reasonably believed by Netsmart Technologies, Inc. to have been accessed, acquired or disclosed during such breach.

(c) Netsmart Technologies, Inc. will ensure than any agent, including a subcontractor, to whom it provides electronic PHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic PHI. Business Associates must enter into the written contract before any use or disclosure of electronic PHI by such agent. The written contract must identify Covered Entity as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic PHI. Netsmart Technologies, Inc. will provide a copy of the written contract to Covered Entity upon request. The Business Associate Agreement or written contract will include notification of a breach of unsecured protected health information as referenced in Section 2(i) herein and compliance with the Red Flags Rule as referenced in Section 2(k) herein.

(d) Netsmart Technologies, Inc. will report in writing to Covered Entity any security incident pertaining to such electronic PHI (whether involving Netsmart Technologies, Inc. or an agent, including a subcontractor). Netsmart Technologies, Inc. will provide such written report within 15 days after it becomes aware of any such security incident. Netsmart Technologies, Inc. will provide Covered Entity with the information necessary for Covered Entity to investigate any such security incident.

(e) A security incident means “the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system”. For purposes of this BAA “security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by Netsmart.

(f) Netsmart Technologies, Inc. will comply with any reasonable policies and procedures that Covered Entity implements to obtain compliance under the Security Rule.

(g) HITECH Act Provisions. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entities shall also be applicable to Netsmart and are incorporated herein by reference. In the event the Secretary issues regulations that require specific modifications to business associate agreements related to these provisions, the parties agree to take such action in good faith as is necessary to amend this Agreement to meet the requirements of these provisions of the HITECH Act.

Ventura County

Statement of Work

Julie Hiett, Senior Director – Behavioral Health & Population Health
07/15/2020



Netsmart

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Purpose

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

This Statement of Work for Care Management Platform is subject to and governed by applicable terms and conditions in the Master Agreement for Licensed Software and Services, and the "SOW Effective Date" is the same date as the Effective Date (as defined on the initial page of such Master Agreement for Licensed Software and Services).

THIS IS A FIXED-FEE, FIXED SCOPE STATEMENT OF WORK.

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 partners overall cooperation of such implementation. Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The detailed project plan will define the scope and estimated timing of Netsmart's work. Once the project plan is finalized, extended delays and changes in scope may result in changes to scheduling and services. Charges for additional services will be billed at Netsmart's then-current rates for such services.

The plan is to implement in phases with CareManager and Avatar integration completed for phase I go-live with the remaining integration completed in phase II. The goal would be to have CareManager and the Avatar integration live 6 months from project initiation.

Scope of Services

Consulting Implementation. Note: Core features are listed, but all may not be activated, depending on implementation decisions and defined scope. Items with *denote additional configuration beyond the standard system.

CareManager	Scope of Services
Netsmart's CareManager is a web-based solution that is the central connection point for a Client's entire spectrum of care across their network of health care providers. This central connection point enables an organization to aggregate their clinical and financial data for their entire Client population to mitigate risk, identify clinical trends, and improve Client care with a focus on the most complex, highest cost individuals within their population.	
Standard Components	
Care Manager Dashboard	A dashboard that features a Care (Case) Manager's: <ul style="list-style-type: none">• Client List• *Alerts• Task List• Appointments
Client Record	
	Demographics – displays Client demographics specific to the Client chart being viewed.
	Alerts – displays alerts specific to the Client chart being viewed.

Facesheet	Tasks – displays tasks associated with the specific Client chart being viewed.
	Problem List – displays a problem history for the Client being viewed.
Alerts*	View of alerts configured for your system.
Demographics	Enter and/or view Client Demographics.
Programs	View a Client's programs, enrollment dates, etc.
Consent Forms	Data Sharing – Provider – tracks a Client's consent to share PHI with a direct service provider the Client has been referred to by the organization.
	Data Sharing – HIE – tracks a Client's consent to share PHI with a specific health information exchange.
	Data Sharing – Social Support Contact – tracks a Client's consent to allow an organization to share PHI with a support network contact listed in the Client's Contact List.
Eligibility	Capture a Client's current health plan information within CareManager. Examples: Medicaid, Managed Care
Assessments	<ul style="list-style-type: none"> • General Assessment – Form used to capture information not captured elsewhere in the chart. • PHQ9
Problems	Add or update the Client's Problem List.
Care Coordination	Care Coordination – <ul style="list-style-type: none"> • Assign the Client to a care coordination agency • Assign the care team to a Client
CareManager Plan	CareManager Plan – creates & manages the Client's plan of care from Client delivered care plan template.
Notes	Contact Note – utilized to track any form of communication around the Client that does not pertain directly to the Client's progress that is documented directly against the Client's CareManager Plan. A user is also able to associate a service code with the note.
	<i>For example – a Care Team meeting that may happen with multiple direct service providers for the Client to discuss the</i>
	CareManager Note – track a Client's progress against their current CareManager Plan. A user is also able to associate a service code with the note.
Social Support Contacts	Client Search Note – the ability to track progress in locating a Client and documenting the Client's consent status to receive services within the program. A user is also able to associate a service code with the note.
	Create a list of Social Support Contacts for the Client. A user will have the ability to indicate if the contact is an emergency contact or legal guardian for the Client.

Physical Health	Medication List -- A historical list of Client medications. Allergies -- Capture and view a Client's allergies. Immunizations -- Capture and view a Client's immunizations. Vitals -- Capture a Client's vitals information such as height, weight, etc. Labs -- Capture and view a Client's lab information.
Hallmark Events	Document the Client's history of known events -- ED or ER Visits, Hospitalizations, etc.
Documents	Documents -- View and save any custom documents such as Metabolic Summary and Health Risk Profile. Attachments -- Documents can be attached and viewed.
Discharge	Document a Client's discharge from the program. The discharge reason will indicate the reason for discharge, i.e. leaving the program, refusing services, etc.
Assignment/Team Management	Team assignments can be made, transferred and viewed here.
System Administration	
User Settings	
User Settings	User Account Settings -- The ability to configure default account settings for a CareManager tenant. User Security Roles -- Allows a set of permissions to be configured for and applied to a group of users.
Staff Profiles	The ability to create staff and user accounts.
Provider Management	
Provider Profile	Allows a user to configure a new or update an existing record in the database of direct service providers configured for the CareManager tenant.
Provider Reconciliation	Allows an administrator to manage the database of direct service providers by establishing a custom provider entry or merging provider record(s) into an existing provider.
System Settings	
Sessions	Provides an administrator with a view of the users currently logged into CareManager.
Configuration	
Organization	The feature utilized to configure the Tenant Organization, the Health Home Organization, and the Care Coordination Agencies (also called Care Management Agencies).
Dictionary Update	A tool that allows users to localize a set of CareManager system dictionaries.
CareConnect*	The configuration screen that defines the connection between CareManager and CareConnect to exchange Client information electronically. Please see CareConnect information below for further explanation of the individual features.

Health Information Exchange*	Allows for the configuration of an HIE in CareManager.
Data Import	
Data Import*	Provides the ability to import files in standard formatting Netsmart provides in order to populate portions of the system.
Reports	
Self-Service	CareManager embedded reporting which allows a user to create, view and share ad hoc reports, create visual analysis and dashboards.
Additional Features – Items that are not part of baseline product “out of the box”	
Alerts/Business Rules	Netsmart will build 7 alerts and/or business rules to accommodate workflows and business triggers for more efficient and timely work processes.
Data Imports/Integration	<p>Netsmart will work with VENTURA COUNTY to identify the best data sources and an identifiable way to bring in data from the below noted sources. Standard data sharing technology such as HL7 or ADT will be utilized whenever possible (see Care Connect section below).</p> <p>Import files already created/utlized by Netsmart will be used for any applicable data elements. If data elements are already in CareManager but not currently part of an import file, Netsmart will create the necessary file(s). If data elements are needed that do not currently exist in CareManager, Netsmart will work with Ventura County to identify best placement in CareManager to create those data elements in the import file(s).</p> <p>Data will be coming from the following data sources:</p> <ul style="list-style-type: none"> • VCIJIS • HMIS • Avatar • Cerner Millennium to view CCD in CM • Manifest <p>An sFTP site will be set up to allow for automated file imports from the sFTP site into CareManager on an agreed upon cadence.</p>

Note: How some integrations will ultimately be done is yet to be determined. Below are two options: ADT and HL7, but until the capabilities of the sender are determined, what avenue cannot be secured. Please review the below and above on data imports/integrations. These are the three options known at this time to share data for this project.

	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.
	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Non-preferred vendor selection may require additional time to develop the connection. • Engagement from 3rd party vendor is required.
Training	<ul style="list-style-type: none"> • Remote webinar to train on CareRecord workflow.
CareRecord & Solution Configuration	<ul style="list-style-type: none"> • 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	
<p>ADT: The Patient Administration (ADT) Outbound message is used for trigger events such as admissions, discharges, and transfers to exchange the patient state within a facility and to keep patient demographics and visit information synchronized. The message structure will vary based on the trigger event, but all ADTs will carry patient demographics (PID) and patient visit information (PV1) to notify ancillary systems of a change in patient data or state. There will be an ADR message sent back in response. Netsmart requires that ADT messages follow the HL7 standard version 2.3.1, which is backwards compatible.</p>	
Key Features	<p><u>HL7 MESSAGE</u></p> <ul style="list-style-type: none"> * ADT-A01 – patient admit * ADT-A02 – patient transfer * ADT-A03 – patient discharge * ADT-A05 – patient pre-admission * ADT-A08 – patient information update * ADT-A11 – cancel patient admit * ADT-A12 – cancel patient transfer

	<p>* ADT-A13 – cancel patient discharge</p> <p>* ADT –A17, A21, A22, A52, A53 (Currently only in CareConnect)</p> <p>Methods of Connection:</p> <ul style="list-style-type: none"> • pixV3 (SOAP) – For updates and admits (Preferred) • pixV2 (HL7) – VPNs require special approval • CDC SOAP – Specification Information can be found in: https://www.cdc.gov/vaccines/programs/iis/technical-guidance/soap/services.html
Training	<ul style="list-style-type: none"> • Remote webinar to train on CareRecord workflow and ongoing maintenance.
CareRecord & Solution Configuration	<ul style="list-style-type: none"> • CareRecord Solution will need to be upgraded to the most recent release version. • Configure CareRecord to send ADT data to a 3rd party vendor. • Establish secure connection to CareConnect through NTST CareFabric. • Client responsible for data reconciliation with 3rd party vendor.
3rd Party Vendors	<ul style="list-style-type: none"> • Non-preferred vendor selection may require time to develop the connection. • Engagement from 3rd party vendors/connections is required.
Assumptions	<ul style="list-style-type: none"> • Includes the standard Netsmart HL7 Outbound ADT in CareConnect ADT Specifications document. Anything outside of the standard message offerings would need to be estimated and would be billable as a separate cost.

Note: Development on the Netsmart side is needed to have both a CareManager and Avatar scope.

Carequality Connectivity: Carequality integration allows organizations to be a part of a nationwide data sharing network. It is HIPAA compliant and exchanges CCD data across multiple settings of care.	
Key Features	<ul style="list-style-type: none"> • Ability to query Carequality network for client data in other settings of care • Document consent and configure data sharing policies based on 42 CFR Part 2 Requirements • Define Favorite organizations for easy querying • Share data from your system to other Carequality providers and organizations • Perform clinical data reconciliation on CDA's imported from other organizations
Training	<ul style="list-style-type: none"> • Coordination with other Organizations to ensure end to end testing and readiness • Remote webinars

CareManager & Solution Configuration	<ul style="list-style-type: none">• Configure CareManager to be securely connected into Carequality network• Setup test client and consent scenarios for full end to end testing• Setup initial contact list for sharing partners• Configure Clinical Reconciliation form for easy data reconciliation
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Assumptions

- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- VENTURA COUNTY will provide sufficient resources as identified in the work breakdown structure of the project plan.
- A training room will be available for the training and project events with working equipment 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 or project events will attend and participate in the entire session as defined by the agenda.
- Netsmart will share available recommended practices during the implementation.
- The project will be executed according to the event based Netsmart Plexus Foundation Methodology as outlined below.
- Plexus Events are divided into four phases. Quality milestones are aligned with the end of each phase and act as stop gates. At each of these points, the project cannot advance to the next phase until the required activities and acceptance factors are successfully met. This requires Client and Netsmart agreement that the Phase was completed, prior to moving to the next Phase. These quality milestones include the following Phases: Initiation (Phase 1), Configuration (Phase 2), Validation (Phase 3), Adoption (Phase 4).
- Modifications and changes to the scope of the project must be controlled through the Change Control process and approved by both Netsmart and VENTURA COUNTY. Changes may affect the project schedule, timeline, and go live dates.
- VENTURA COUNTY 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.
- VENTURA COUNTY will provide Netsmart with all relevant 3rd party contact information.
- 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 other(s). Netsmart can provide an estimated cost for additional Carequality/CareConnect facility activations.
- Netsmart team will lead the data conversion and system mapping efforts, if applicable.
- In the event out of scope items are required to complete the project due to unforeseen changes outside of Netsmart's control, both parties will discuss the creation of a new agreement as a method to satisfy the additional items.
- Client resources will travel to the designated event location for identified events in the Netsmart Plexus Methodology.

Expectations of VENTURA COUNTY

1. Identify a project team for the Project comprised of:
 - a. Executive Project Sponsor
 - b. Project Manager
 - c. Core Project Team to attend all onsite and event sessions
 - d. Information Technology resource (Hardware and system software)
2. Identify a Project Manager who will be the central point of communication during and after implementation. Responsibilities for this position include driving the below tasks but are not limited to:
 - a. Risk identification and mitigation
 - b. Communication to/ from the Client team
 - c. External communications to/ from Netsmart
 - d. Track Client tasks and responsibilities in cooperation with Netsmart Project Manager
 - e. Coordinate appropriate Client resources to support the project
 - f. Assist in the development and management of the project schedule

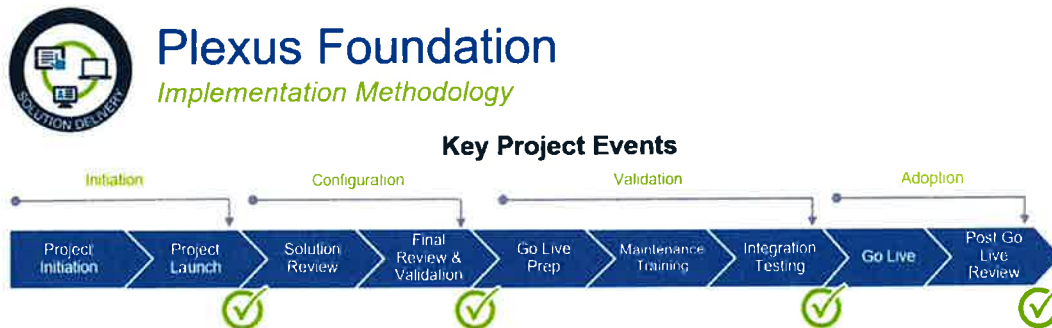
- g. Communicate all relevant events to Project Team and stakeholders as appropriate throughout all phases of the implementation
 - h. Create/Coordinate all training materials and process documents needed for End-user Training
 - i. Creation of downtime policy and procedure
 - j. Coordination with any 3rd Party Vendors outside of Netsmart
 - k. Coordination of test scripts prior to Testing event
 - l. Creation of the timeline and execution plan for the rollout of all locations in conjunction with the Netsmart Project Manager
3. Identify internal resources and other organizational resources as required to meet project plan objectives.
 4. Ensure Client has accomplished necessary activities in preparation for the implementation project events and activities.
 5. Ensure all Network connections and devices must meet the Netsmart system requirements (per Netsmart Technical Requirements Documentation) and follow the standards identified by the Netsmart organization.
 6. Conduct an infrastructure analysis to determine a plan for infrastructure changes related to connectivity (bandwidth), business continuity and hardware, including end-user systems, and the support structure to implement for these items.

Expectations of Netsmart

1. Identify project team for the implementation comprised of:
 - a. Executive Sponsor
 - b. Project Manager
 - c. Consultants/Architects
 - d. Delivery Analysts
2. Employ the Netsmart implementation methodology.
3. Provide Support assistance during all stages and phases of the implementation.
4. Identify a Netsmart Project Manager who will maintain the ongoing relationship with the Client team for the implementation. Responsibilities will include but are not limited to:
 - a. Develop and maintain a project schedule of activities and budget
 - b. Participate with Client Project Manager to jointly identify and track project risks and develop mitigation plans
 - c. Communication to/ from the Netsmart team
 - d. External communications to/ from Client
 - e. Track Netsmart's tasks and responsibilities (including Issues List and Resolutions)
 - f. Coordinate appropriate Netsmart resources to support the project
 - g. Periodic Status Reports summarizing milestones, issues, required decisions, metrics
 - h. Schedule and attend appropriate Client project status meetings
5. Identify a Netsmart consultant to maximize use of the Netsmart services and CareManager application. Responsibilities will include but are not limited to:
 - a. Consults while providing expert advice on product options and deployment of a standard solution of CareManager
 - b. Helps answer questions and solve deployment issues
 - c. Continuous collaboration with Project Team during regularly scheduled status calls
 - d. Documents key decisions and activities, including any deviations from CareManager's standard deployment recommendations
 - e. Guide partner through any functionality questions by providing support via weekly project calls and email during the weeks consultants are not onsite
 - f. Understands industry use of application and helps promote adoption
 - g. Participates in key onsite events
 - h. Serves as a Subject Matter Expert and understands CareManager's standard deployment methodology in an in-depth manner
6. Netsmart commits to work with Client towards mutually agreed upon product issue resolutions.

Location of Work and 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.



1. CareManager Plexus Events, Expectations & Deliverables

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

1.1 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 Quality Milestones 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 & Visit Summary Status Reports
- Client signoff and acceptance letters
- Project plan change requests
- Solution Change Requests
- Quality Milestones

1.2 Hardware Network OS/Installation

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

1.3 Software Delivery and Installation

Netsmart's system engineers install the solution on server system hardware within Netsmart's Plexus Cloud hosting environment.

1.4 Initiation Phase

1.4.1 Project Initiation

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.

The Project Initiation Event is an opportunity to begin preparing your project team for the implementation. The Client project team will be introduced, and the team's responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team.

Objectives:

- Review project management principles
- Review event based Netsmart Plexus Foundations methodology
- Provide hands on experience with CareManager
- Introduction to tools to be used during the project
- Introduction to data collection questions
- Plan for next event

Client Responsibilities:

- Identify Client project team and develop Client Staffing Plan
- Ensure correct Client personnel attends the Project Initiation event
- Provide necessary facilities and equipment to support session
- Complete data collection questions sent by the implementation team. Review and sign Communication Management, Change Management & Risk Management Plans

1.4.2 Project Launch

The Project Launch consists of four discreet activities: Project Launch presentation, Scope Review, Workflow Assessment review, and Data Collection for initial build. The project launch 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 includes a session to review in detail the contract scope. This allows the Netsmart and Client project teams to be on the same page regarding what will be built and delivered. During the Workflow Assessment, the Netsmart consulting team and Client departmental/solution representatives, 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 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 Launch meeting
- Introduce Netsmart consultants
- Review/Expand Workflow Assessment
- Identify improvement opportunities
- Conduct scope review
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Initiation Phase Assessment (Phase 1)
- Plan for next event

Client responsibilities:

- Co-deliver Project Launch presentation (with Netsmart leadership support)
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during workflow assessment review
- Participate in scope review discussions
- Provide necessary facilities and equipment to support the event

1.5 Configuration Phase

1.5.1 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 consultants 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

1.5.2 Final Review & Validation

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

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

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

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

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

Objectives (Final Review)

- Provide in-depth demonstration of the solutions and build using the client's domain
- Review and confirm design decisions and build
- Confirm the solution workflow
- Complete design process
- Provide hands-on solution training
- Conduct Plexus Final Design Assessment (Gate 2)
- Plan for next event

Objectives (System Validation)

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

Objectives (Learning Plan Development)

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

Client responsibilities:

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

1.6 Validation Phase

1.6.1 Go-Live Preparation

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to Client. Solution and project management discussion are delivered during this week and focus, in preparation for go-live, on assessing 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. Netsmart Project Management and the rest of the Netsmart project team will facilitate the event.

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
- System Testing, while not complete, should be well underway
- Review Go-Live Readiness Assessment

Project Management Activities & Objectives

- Initiate ownership transition
- In 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
- 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
- Perform System Testing
- 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

1.6.2 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 system 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:

- Those responsible for maintaining the system attend maintenance training
- Learn the application tools needed to maintain the production system

1.6.3 Integration Testing

One round of Integration Testing will be conducted according to the Client's Integration Testing Plan. Integration Testing 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 the system and planned workflows prior to Go Live.

Objectives

- Complete Integration Testing according to plan
- Confirm Go-Live preparedness
- Ensure all critical path issues have an action plan
- Conduct Plexus Validation Phase Assessment (Phase 3)
- 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

1.7 Adoption Phase

1.7.1 Go Live

Go Live is the event when solutions are moved into productive use by the end-user population. It will be supported by both project teams. Netsmart project team will provide support 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

1.7.2 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 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