

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-285-00-00**

THIS CONTRACT is made and entered into this _____ day of _____, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Network Sciences, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for “ **Software Services for Indigent Health Care System for Hidalgo County**” (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Health Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Head**,

or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning _____ and ending on _____ with the County's option to extend an additional two (2) year one (1) year term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and

as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2008 .

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

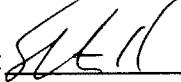
COMPANY: Network Sciences, Inc.

By: _____
Printed Name: _____
Title: _____

Approved by Commissioners' Court on, _____ day of _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:  _____

**EXHIBIT “A”
SPECIFICATIONS**

SPECIFICATIONS

Notice is hereby given by Hidalgo County, Texas to request for proposal concerning various professional services for computer software association with Indigent Health Care for the Hidalgo County Health & Human Services Department.

Request for Bids for a County Indigent Health Care Software System:

The Hidalgo County Health and Human Services Department is requesting bids on a new Indigent Health Care System that can perform pre-screening, appointment scheduling, eligibility and billing functions as mandated by the Texas Health and Safety Code Title II (C) Chapter 61 Indigent Health Care and Treatment Act. It must include all periodic Legislative Changes as part of the proposal. Vendors need to perform a current system Analysis and submit a bid that can utilize any existing Human Service equipment. The proposed system must provide a turn key solution that includes all hardware and software and needs to be fully operational no later than **August 31, 2008**.

PRE-SCREENING (Optional):

1. Ability to screen for possible eligibility for local, state and federal programs as requested by Hidalgo County such as:
 - Hidalgo County WIC
 - Hidalgo County Head Start
 - Hidalgo County Health Clinics
 - Hidalgo County CSA
 - Catholic Social Services
 - Children with Special Health Care Needs
 - Perinatal Program
 - Women's Clinic
 - Medicare
 - Medicaid
 - CHIPS
 - Texas Women Health Program
 - Hidalgo County Human Services
 - Etc.
2. Ability to refer applicants to any and all programs they may be eligible for and create a paper document with information for applicants.
3. Provide statistics on how many applicants were seen, denied, or referred and to what agencies.

ELIGIBILITY:

1. Ability to generate **all** state required forms automatically from data entered in to the computer system including but not limited to:

- Form 100 - Application for Health Care Assistance – Ability to input all information from client data; ability to print and save form in client file.
 - Form 101 – CIHCP Worksheet – Ability to input all information into the worksheet; ability to print and save Worksheet in client file. Must round down on #18.Total Countable Income calculation on page 4 (6. Budget Calculation)
 - Form 101A – Report of Changes – Ability to incorporate and save the form in the case record.
 - Form 102 – Appointment Notice – Ability to input information regarding the client; ability to print and save the form in client file.
 - Form 103 – Request for Information – Ability to input missing information and any other items needed on this form; ability to print and save the form in the client file.
 - Form 104 – Health Care Service Record
 - Form 105 – Monthly Financial Report – Ability to generate report ; ability to print and save report.
 - Form 109 - Notice of Eligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.
 - Form 117 – Notice of Ineligibility – Ability to print this form based on the information entered in the computer system; ability to print and save this form in client file.
 - Form 128 – Employment Verification Form – Ability to generate, print and save form.
 - Form 149 Statement of Self-Employment Income – Ability to generate, print and save form.
 - Form 300 – End of Year Report – Ability to generate, print and save form.
 - Form 500 – Request for State Assistance Funds – Ability to generate, print and save form.
2. Provide internet accessible software module for vendors to verify client eligibility status.
 3. Provide a daily report of the clients whose benefits have terminated and automatically generate Form 117 Notice of Ineligibility with the reason for the termination of benefits.
 4. Provide statistical reports on the clients served such as number in the household, undocumented, US Citizens, Resident Aliens, male, female, children by age, etc.
 5. Provide statistical reports on the workers productivity such as clients seen, time spent with client, no show clients, re-scheduled clients (with explanation), etc.
 6. Ability to track what employee worked on the case and track modifications made by each employee.
 7. Ability to track the time spent on each case, time arrived, time seen, and time spent with client.

8. Ability to track history of the case.
9. Ability to keep notes for all who work on case to view and add to.
10. Ability to scan and save documents associated with the client file.
11. Ability to document, calculate and save all data from prior months, especially prior month income.
12. Ability to track all Special Review cases and the reason for the special review.

APPOINTMENTS:

1. Provide appointment scheduler for 10 + Eligibility Workers located at 5 + locations.
2. Ability to set appointment time gaps as determined by Human Services Director.
3. Ability to modify appointment schedule at the request of the Human Services Director.
4. Ability for the Human Services Director to view, analysis and generate reports and statistics on the appointment schedule.
5. Ability to view and modify appointment schedule from any computer by authorized users.
6. Ability to track all modifications made to the appointment schedule.

BILLING:

1. Provide secure internet accessible software module for vendors to verify status of bills submitted for payment.
2. Ability to electronically transmit processed medical, hospital and pharmacy bills to authorized entity for bill processing.
3. Ability to track when clients receive Durable Medical Supplies (DME) and the quantity received.
4. Ability to track when clients receive frames and lenses.
5. Ability to track when clients receive an eye exam.
6. Provide analytical and statistical reports on types of services and all types of demographics such as city, age, gender, illness type, amount paid per client, etc.
7. Ability to track different reports such as most common CPT codes, DRG, physicians, etc.
8. Ability to track which employee processes and modifies the data entered for each invoice.
9. Ability to verify that client is eligible for billed services on the date of service of the bill.
10. Ability to process the following billed services:
 - Advanced practice Nurse
 - Ambulatory Surgical Center
 - Certified Registered Nurse Anesthesia
 - Colostomy Medical Supplies
 - Counseling Services
 - Dental Care

- Diabetic Supplies & Equipment
 - ER Medical Services
 - Home & Community Health
 - Hospital Inpatient
 - Hospital Outpatient
 - Lab X-Ray Services
 - Physicians
 - Physician Assistant (PA)
 - Vision Care
 - State Contract Hospital
 - Reimbursements
 - Other Services
11. Ability to process Pharmacy bills based on Third Party Administrator approved contract rates.
 12. Ability to separate invoices based on year of service for auditing purposes. (Fiscal versus Calendar Year)
 13. Ability to calculate DSHS limit of \$30,000 and/or 30 – day hospital stay per client and not allow any bills to be processed once the cap has been met.
 14. Ability to keep track of clients who are close to \$30,0000 fiscal year limit by service date and ability to track hospital days.
 15. Ability to track the 3 prescriptions per month per client and not allow any prescriptions to be processed once the cap has been met.
 16. Ability to track if claims are not received past 95 days from the date of certification from the date of certification or date of service.
 17. Ability to calculate Hidalgo County 6% and 8% GTRL.
 18. Ability to calculate and forecast when Hidalgo County will meet and/ or exceed 6% and 8% GTRL.
 19. Ability to determine and notify staff if Hidalgo County is processing a duplicate invoice, no matter what medical procedure was originally charged
 20. Ability to enter multiple dates of service per invoice.
 21. Ability to maintain and update all CPT and DRG codes on a regular basis.
 22. Ability to look up DRG codes using the codes on UB92.
 23. Ability to use Ambulatory Surgical Codes for payment.
 24. Ability to have multiple users seeing notes for a client file.
 25. Ability to do a reverse look up for a DRG code if we have a type of service but no DRG code.
 26. Ability to generate a rejection form for all rejected claims.
 27. Ability to calculate payable amount for anesthesia services using only units.

TRAINING AND TECHNICAL SUPPORT:

1. Provide post implementation training to all Human Services staff at our location
2. Provide annual training as requested by the Human Services director

3. Provide 24 hour/ 7 day technical support and respond to our call within 12 hours
4. Provide modifications to the program as needed to meet the changes needs of the Human Services Department.
5. Provide mandatory change of passwords every 90 days.
6. If software is a hosted solution, a copy of the backup/restore procedures, business continuity plan and disaster recovery plan must be provided.
7. All HIPAA compliance standards must be met and certification letter provided.

OTHER SERVICES (Optional):

1. Ability to access the Texas Medicaid Healthcare Partnership (TMHP) to verify Medicaid eligibility.
2. Ability to flag or notify us when an Appellant client is put on Medicaid regardless if the client is active or not and to provide us with the add date.
3. Ability to notify provider for reimbursements once client has been approved for Medicaid benefits.
4. Ability to create an identification badge for client with barcode technology.
5. Ability to record telephone interviews and save them for future reference.
6. Ability to save email correspondence in client file for future reference.
7. Ability to accept secure electronic Billing from vendors (providers).
8. Ability to scan and save documents associated with bill payment in to the vendor (provider) file.

The computer hardware and software that best meets or exceeds the current and future requirements of the Hidalgo County Health and Human Services Department, and which will best provide the supporting tools and services for the Hidalgo County Health and Human Services Department needed to serve the residents of Hidalgo County will be awarded.

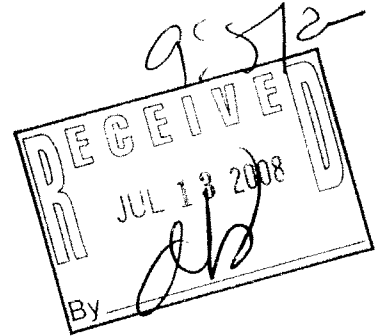
**EXHIBIT“B”
FEE SCHEDULE**

Hidalgo County
Software Services for Indigent Health Care System
for Hidalgo County
Bid No.:08-285-08-13-YSI
Exhibit B

Bid Price as requested , but not limited to, in the Specifications as listed in "Exhibit A" of this document and under the terms and conditions described for the following, FOB, Hidalgo County Health & Human Services Department.

Must accommodate minimum of 30 concurrent users for this program.

Bid Price at: \$ 97,800/yr; or \$8,150 per month.



BIDDER/COMPANY NAME: NETWORK SCIENCES, Inc.
ADDRESS: 14205 Burnet Rd, Suite 110
CITY/STATE/ZIP: AUSTIN, TX 78728
PHONE NO/FAX NO: (512) 331-9221 / FAX (512) 331-7719
CELL PHONE NO: (512) 206-6604 (Abram Gordon)
E-MAIL ADDRESS: jdoana@netsci.net
AUTHORIZED SIGNATURE: John Dorn
TITLE: VP Operations

**EXHIBIT “C”
INSURANCE**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

SGW U022 DATE 08-11-2008

PRODUCER
 AUTOMATIC DATA PROCESSING INS AGCY
 250717 P: (877)287-1316 F: (877)287-1315
 308 FARMINGTON AVE
 FARMINGTON CT 06032

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 NETWORK SCIENCES, INC.
 14205 N MO PAC EXPY STE 110
 AUSTIN TX 78728

INSURER A: Hartford Casualty Ins Co
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 76 WEG TS7817 | 06/20/08 | 06/20/09 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
 Attn: Mary A. Maldonado
 100 E CANO ST FL 4
 EDINBURG, TX, 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/08

| | | |
|---|---|--------|
| PRODUCER CNA Sales & Service Center PO Box 946580 Maitland, FL 32794-6580 877 724-2669 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Network Sciences, Inc. 14205 burnet Rd. Ste 110 Austin, TX 78728 | INSURER A: American Casualty Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------|-------|--|---------------|----------------------------------|-----------------------------------|---|-------------|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | 2026588353 | 06/14/08 | 06/14/09 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 |
| | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| A | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 2026588353 | 06/14/08 | 06/14/09 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | | AGG | \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | WC STATU-TORY LIMITS | OTH-ER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
EVIDENCE OF INSURANCE

| | |
|--|---|
| CERTIFICATE HOLDER Hidalgo County Purchasing Dept-Attn: Mary Maldonato 100 East Cano Street, 4th Fl. Edinburg, TX 78539 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Christine Piggie</i> |
|--|---|