

2. Except as modified herein, all terms and conditions of the Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

SIGNATURE PAGE TO FOLLOW

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON April 30, 2024.

Agenda Item No. 95100


Executive Office: MS

VENDOR:
NETSMART TECHNOLOGIES, INC.

COUNTY:
COUNTY OF HIDALGO, Texas



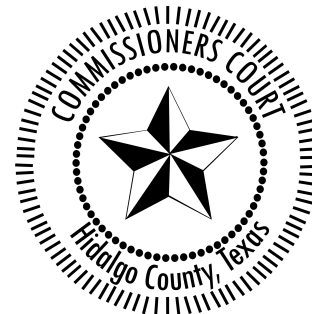
Joseph McGovern, EVP

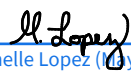


Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:





Michelle Lopez (May 3, 2024 09:05 CDT)
Michelle Lopez, Assistant District Attorney



Arturo Guajardo, Jr., County Clerk

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Netsmart Technologies, Inc.
Overland Park, KS United States

Certificate Number:
2024-1149462

Date Filed:
04/19/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

Date Acknowledged:
04/22/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
20-227-AMD08
Purchase of Application Management Services - Health Dept.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



NETSMART TECHNOLOGIES, INC.

Unique Entity ID NJM1D37LAKD5	CAGE / NCAGE 676W5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 23, 2025	
Physical Address 11100 Nail AVE Overland Park, Kansas 66211-1205 United States	Mailing Address 11100 Nail AVE. Overland Park, Kansas 66211 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number Netsmart T
Congressional District Kansas 03	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates

Activation Date Feb 7, 2024	Submission Date Jan 24, 2024	Initial Registration Date Nov 12, 2010
---------------------------------------	--	--

Entity Dates

Entity Start Date Sep 9, 1992	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
676W5

Points of Contact**Electronic Business**

👤
Joseph McGovern, EVP

**3500 Sunrise HIGHWAY, Suite D-122
Great River, New York 11739
United States**

Lynn Marasco, Senior Corporate Counsel

4950 College BLVD
Overland Park, Kansas 66211
United States

Government Business

👤
Joseph McGovern, EVP

**3500 Sunrise HIGHWAY, Suite D-122
Great River, New York 11739
United States**

Service Classifications**NAICS Codes**

Primary NAICS Codes
Yes 541519

NAICS Title
Other Computer Related Services

Disaster Response

This entity does not appear in the disaster response registry.



Sales Order: SO112931
Quote #: Q-57404
Quote Date: March 27, 2024

Presented to:
Rigoberto Hinojosa
Hidalgo County Health and Human Services
1304 S. 25th Street
Edinburg, TX 78539

Netsmart Contact:
Sarah Bush (sbush@ntst.com)
(913)-272-2133

Expenditures

**ONE-TIME
CHARGES:**

<u>Netsmart Professional Services</u>	<u>Charges</u>	<u>Payment Terms</u>
Application Management Services	\$47,520.00	50% due upon execution. 50% due 90 days post execution.
		Total: \$47,520.00

www.ntst.com

11100 Nall Avenue
Overland Park, KS 66211
800.842.1973

Netsmart Technologies, Inc. and Hidalgo County
Application Managed Services (AMS) Scope Of Services

Purpose

The purpose of this SOW is to outline the deliverables for the Application Management portion of the above agreement including what is included in the scope, who is responsible for specific deliverables, and definitions for the deliverables.

Points of contact

Netsmart will provide a central point of contact who will be responsible for review of services requested as well as the priority/timing for when those services can be completed based on budgeted hours.

Hidalgo will appoint a central point of contact who will be responsible for coordinating and validating all requests and priorities in coordination with the Netsmart central point of contact.

Scope Exclusions

The following items are specifically excluded from the scope of work under the Exhibit:

- Project work or implementation services of other Netsmart products that integrate with, but are separate from, the Application. Also includes project work that significantly changes the existing setups of the Hidalgo's Application.
- Training of general Application concepts and use
- State reporting implementation
- 3rd party applications
- Changes to Application source code for which engineering is required.
- Technical infrastructure and corresponding infrastructure services
- SQL Server Database Management/Optimization

Responsibilities Matrix

Netsmart and Hidalgo will perform their respective obligations as set forth below.

Application Issue Response	Netsmart	Hidalgo
Perform Help Desk Functions		X
Document Initial Cases		X
Provide troubleshooting expertise, incident, and problem resolution related to the Application	X	
Recommend short-term and long-term alternative resolutions to incidents and problems	X	
Follow Netsmart policies for handling patient data	X	
Provide Hidalgo with monthly service reports	X	
Resolve Network and Hardware Related Issues		X
As Needed Coordinate Work with Netsmart Technical Support		X
Document Resolution	X	X
Maintenance of Managed Software		
	Netsmart	Hidalgo
Request Application Changes		X
Participation in Change Control Process	X	X

Perform Application Change in Non-Production Domain	X	
Test Application Changes in Non-Production	X	X
Perform Application Change in Production	X	
Validate Application Changes in Production		X
Communicate Changes to Hidalgo	X	
Provide Hidalgo with monthly service reports	X	
Communicate Changes to End Users		X
Report Development	Netsmart	Hidalgo
Request Reports and Document Desired End Goal		X
Create Reports	X	
Troubleshoot issues with existing reports	X	
Modify existing Reports	X	
Test Reports	X	X
Communicate Report to End Users		X

Netsmart will address changes to the Application, which includes development of new or changes to existing forms, reports, finance, and general discussions regarding Application maintenance and use. Request for maintenance changes will be vetted by existing governance structures at Hidalgo County.

- 10 hours per month will be scheduled work between Netsmart and Hidalgo County (190 hours over 19 months (May 2024-December 2025)).
- An additional 63 hours is purchased to be used over the course of the 19 months. A maximum of 10 hours of these 63 hours can be applied to any given month within the 19 month term. All 63 hours must be scheduled and used by the end of the 19 month term.
- Total hours purchased of 253 hours will be used with the 19 month term.
- AMS will be provided for one (1) production domain and one (1) non-production domain that Hidalgo utilizes for the Applications.

Method of Delivery

AMS services will be delivered through remote connectivity to Hidalgo’s systems.

Requisition No Vendor No 488003 Owner KMALDONADO
 Po No Name NETSMART TECHNOLOGIES, INC.
 Date Entered 04-02-2024 Address PO BOX 713519
 PHILADELPHIA PA 19171
 Status Needs Approval by BOFF

[Spreadsheet](#)

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	ONE TIME CHARGES: APPLICATION MANAGEMENT SERVICES	47,520.0000	47,520.00
Total				47,520.00

Account Number	Description	Account Balance	Amount
4-1290-441-01-115-249-6-336	CSLFRF-PH COVID19-MIT PRE VAX-COMP S	.00	47,520.00



Cassandra Carr <cassandra.carr@co.hidalgo.tx.us>

Re: 20-227 Purchase of Application Management Services

1 message

Michelle Lopez <michelle.lopez@da.co.hidalgo.tx.us>

Wed, Apr 24, 2024 at 10:58 AM

To: Cassandra Carr <cassandra.carr@co.hidalgo.tx.us>

Cc: Robert Vina <robert.vina@da.co.hidalgo.tx.us>, "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>

Good Morning Ms. Carr,

Please find attached the revised 8th Amendment to the Netsmart Master Agreement. This revised 8th Amendment is approved as to form.

Thank you,

Michelle Lopez
Assistant District Attorney
Civil Litigation Division

On Tue, Apr 23, 2024 at 3:03 PM Cassandra Carr <cassandra.carr@co.hidalgo.tx.us> wrote:

Good afternoon Counselors,

Please review the attached amendment and approve as to form.

Thank you,

**This is the 8th amendment to existing contract C-20-227-06-30-Netsmart. This amendment is to provide additional hours.

Respectfully,

Cassandra L Carr, BS
Contract Specialist II

Hidalgo County Purchasing Department

2802 S Business Hwy 281

Edinburg, Texas 78539

(956) 318-2626 Ext. 4858

cassandra.carr@co.hidalgo.tx.us

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you.

----- Forwarded message -----

From: **Cassandra Carr** <cassandra.carr@co.hidalgo.tx.us>

Date: Wed, Apr 10, 2024 at 9:11 AM

Subject: 20-227 Purchase of Application Management Services

To: Michelle Lopez <michelle.lopez@da.co.hidalgo.tx.us>, Robert Vina <robert.vina@da.co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>

Cc: Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Olga Garza <olga.garza@co.hidalgo.tx.us>

Good morning Counselors,

Please review the following terms and conditions and approve as to form.

Thank you,

**This is the 8th amendment to existing contract C-20-227-06-30-Netsmart. This amendment is to provide additional hours.

Respectfully,



CASSANDRA CARR
Contract Specialist II

☎ (956) 318 - 2626 EXT. 4858

✉ Cassandra.Carr@co.hidalgo.tx.us

📍 2802 S. Business Hwy 281
Edinburg, TX 78539

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you.

 **8th-Amendment Master Agreement.Netsmart.doc**
37K

AI-95100

Purchasing Department 16. K. 7.

**CC CONSENT AGENDA SPECIAL
MTG**

Health & Human Services Dept.

Meeting Date: 04/30/2024

Submitted For: Ignacio Amezcua,
PURCHASING DEPT.

Submitted By: Cassandra Carr

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Amendment No. 8 to Netsmart Technologies, Inc. Master Agreement (C-20-227-06-30) to include additional hours for Application Management Services (AMS) for the Electronic Medical Records System.

BACKGROUND

Project No. 20-227-AMD08
Requisition No. 492119

Fiscal Impact

CALENDAR YEAR: 2024

ACCT. #: 4-1290-441-01-115-249-6-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 4-24-2024

Attachments

1295 & Acknowledge
Legal Approval
SAM.GOV
Amendment No. 8
Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing / Internal	Ignacio Amezcua	04/25/2024 01:56 PM
Budget & Management	Veronica Ortiz	04/25/2024 03:27 PM
Final Approval	Monica Salinas	04/26/2024 06:24 PM
Form Started By: Cassandra Carr		Started On: 04/24/2024 02:18 PM
Final Approval Date: 04/26/2024		

for Facilities Management Director or County Judge to sign all required documentation.

K. Health & Human Services:

- 1. AI-95081 A. Requesting authority to ratify AI-94788 approved by CC on 04/02/2024, to reflect the correct payment of \$124,399.72 for NM Contracting, LLC for construction services in connection with the El Paraiso Health Clinic project.
B. Requesting approval to pay payment application # 2 for NM Contracting, LLC for construction services in connection with the El Paraiso Health Clinic project in the amount of \$12,379.58 dated 3/26/2024.

- 2. AI-95051 Requesting approval to process the following invoice for professional engineering services as submitted by HALFF Associates, Inc. in connection with the Hidalgo County El Paraiso Health Clinic:

PO #	Invoice #	Invoice Date	Amount
853723	10117310	04/11/2024	\$823.50

- 3. AI-95054 Requesting approval to process the following invoice from ERO Architects for architectural services in connection with the Bio-Safety Laboratory Project:

PO #	Invoice #	Invoice Date	Amount
823453	2024-084	4/12/2024	\$3,946.06

- 4. AI-95049 Requesting approval to pay the following invoice as submitted by ERO Architects for architectural services in connection with the Hidalgo County El Paraiso Project:

PO #	Invoice #	Invoice Date	Amount
853720	2024-087	4/18/2024	\$2,296.87

- 5. AI-95076 Requesting approval to pay the following invoices as submitted by International Consulting Engineers for architectural structural MEP, civil and survey services in connection with the La Mansion Clinic:

PO #	Invoice #	Invoice Date	Amount
873313	3079	11/28/2023	\$84,051.50
873313	3146	1/31/2024	\$75,646.35
873313	3176 REV	3/31/2024	\$20,172.36

- 6. AI-95095 Requesting approval to pay the following invoice as submitted by Millennium Engineers Group, Inc. for geotechnical services in connection with the La Mansion Project:

Work Authorization #	PO #	Invoice #	Invoice Date	Amount
1	876819	012429109-1	2/28/2024	\$9,612.60

APPROVED

- 7. AI-95100 Requesting approval of Amendment No. 8 to Netsmart Technologies, Inc. Master Agreement (C-20-227-06-30) to include additional hours for Application Management Services (AMS) for the Electronic Medical Records System.

L. Sheriff's Office:

- 1. AI-94809 Requesting approval of a Service Agreement between the Hidalgo County Sheriff's Office and Public Consulting Group, LLC, for general LE Consulting Services.
- 2. AI-95008 Pursuant to TxLGC 263.151(1) requesting authorization to surplus and remove assets from Hidalgo County Sheriff's - Jail Commissary inventory, declared as "Salvage Property" listed in "Exhibit A" due to items deemed obsolete, damaged and of no value for the purpose for which it was originally intended.
- 3. AI-95014 Requesting approval to enter into a five (5) year Commercial Security Agreement with automatic renewals for Security Monitoring Services for Sheriff's Office (Evidence Room) with Superior Alarms in the total










20-227-AMD08 Purchase of Application Management Services


Final Audit Report


2024-05-03


Created:	2024-05-02
By:	Cassandra Carr (cassandra.carr@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA99StIYL6_7-A7ia7eUvR3cXrVN-ENRG6


"20-227-AMD08 Purchase of Application Management Services" History


-  Document created by Cassandra Carr (cassandra.carr@co.hidalgo.tx.us)
2024-05-02 - 9:43:37 PM GMT
-  Document emailed to Sarah Bush (sneal@ntst.com) for signature
2024-05-02 - 9:52:20 PM GMT
-  Cassandra Carr (cassandra.carr@co.hidalgo.tx.us) replaced signer Sarah Bush (sneal@ntst.com) with Joseph McGovern (jmcgovern@ntst.com)
2024-05-02 - 9:53:45 PM GMT
-  Document emailed to Joseph McGovern (jmcgovern@ntst.com) for signature
2024-05-02 - 9:53:45 PM GMT
-  Email viewed by Joseph McGovern (jmcgovern@ntst.com)
2024-05-02 - 10:17:19 PM GMT
-  Document e-signed by Joseph McGovern (jmcgovern@ntst.com)
Signature Date: 2024-05-02 - 10:57:13 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2024-05-02 - 10:57:14 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2024-05-03 - 2:02:15 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2024-05-03 - 2:02:55 PM GMT - Time Source: server

 Document emailed to Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us) for signature
2024-05-03 - 2:02:58 PM GMT


 Email viewed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
2024-05-03 - 2:04:40 PM GMT


 Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
Signature Date: 2024-05-03 - 2:05:46 PM GMT - Time Source: server


 Document emailed to Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us) for signature
2024-05-03 - 2:05:48 PM GMT


 Email viewed by Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us)
2024-05-03 - 3:20:35 PM GMT


 Document e-signed by Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us)
Signature Date: 2024-05-03 - 3:21:11 PM GMT - Time Source: server


 Document emailed to Daniela Garza (daniela.garza@co.hidalgo.tx.us) for approval
2024-05-03 - 3:21:13 PM GMT


 Email viewed by Daniela Garza (daniela.garza@co.hidalgo.tx.us)
2024-05-03 - 3:29:18 PM GMT


 Document approved by Daniela Garza (daniela.garza@co.hidalgo.tx.us)
Approval Date: 2024-05-03 - 3:32:42 PM GMT - Time Source: server


 Document emailed to Arturo Guajardo, Jr. (arturo.guajardo@co.hidalgo.tx.us) for signature
2024-05-03 - 3:32:44 PM GMT


 Email viewed by Arturo Guajardo, Jr. (arturo.guajardo@co.hidalgo.tx.us)
2024-05-03 - 3:43:29 PM GMT

 Document e-signed by Arturo Guajardo, Jr. (arturo.guajardo@co.hidalgo.tx.us)
Signature Date: 2024-05-03 - 3:43:55 PM GMT - Time Source: server

 Document emailed to Daniela E. Garza (daniela.garza@co.hidalgo.tx.us) for approval
2024-05-03 - 3:43:58 PM GMT

 Email viewed by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
2024-05-03 - 3:54:57 PM GMT

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
Approval Date: 2024-05-03 - 3:55:34 PM GMT - Time Source: server

 Agreement completed.
2024-05-03 - 3:55:34 PM GMT



STATE OF TEXAS §
COUNTY OF HIDALGO §

**7th AMENDMENT TO MASTER AGREEMENT
BETWEEN
THE COUNTY OF HIDALGO
AND
NETSMART TECHNOLOGIES, INC.
C-20-227-06-30**

WHEREAS, on June 30, 2020 Netsmart Technologies, Inc. and the County of Hidalgo entered into a Master Agreement;

WHEREAS, on January 12, 2021 Parties amended the Master Agreement to include Schedule Connect, a No-Contact Scheduling Portal;

WHEREAS, the County of Hidalgo’s Health and Human Services Department (HHS) is in need of additional users that can access the myInsight Electronic Medical Record.

WHEREAS, the County of Hidalgo’s Health and Human Services Department (HHS) desire to remove the Schedule Connect module from the myInsight system as appointments for the COVID Vaccine can now be scheduled without this feature.

WHEREAS, the parties desire to amend the Master Agreement hereinafter provided to reflect these changes.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Master Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Netsmart Technologies, Inc. and the County of Hidalgo effective as of the **20th** day of **February 2024**, hereby agrees to the following amendment to the Master Agreement:

1. Section “Master Agreement Expenditures” is hereby modified to include additional users under “Recurring Charges” the Netsmart service as follows:
 - myInsight SaaS Named User Charge: \$59,494.83
 Qty. 150

2. Section “Master Agreement Expenditures” is hereby modified to remove under “Annual Fees” the Netsmart Service as follows:
 - Schedule Connect Charge: \$47,914

3. Except as modified herein, all terms and conditions of the Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

SIGNATURE PAGE TO FOLLOW

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON: February 20, 2024

Agenda Item No. 93833

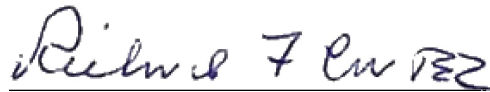
Executive Office: MS

VENDOR:
NETSMART TECHNOLOGIES, INC.

COUNTY:
COUNTY OF HIDALGO, Texas



Joseph McGovern, Executive Vice President




Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:


Michelle Lopez (Feb 21, 2024 09:56 CST)
Michelle Lopez, Assistant District Attorney


Arturo Guajardo, Jr., County Clerk



83rd Street Stormwater" project to extend the termination date of said agreement.

E. IT Department

OK ✓
P1/4

- 1. AI-94232 Requesting approval to purchase Public Wi-Fi Annual Field Maintenance Services for HC IT Department, through HC's Public Sector Inc., for the (Contract DIR-CPO-5030), awarded vendor Insight total amount of \$375,000.00



F. Health & Human Services Dept.

OK ✓
P1/4

- 1. AI-93833 Requesting acceptance and approval of Amendment No. 7 to Netsmart Technologies, Inc. Master Agreement (C-20-227-06-30) to increase the quantity in users for the "myInsight SaaS Named User" service and the removal of the "Schedule Connect Subscription"; with authority for the County Judge to sign all required documentation.

- 2. AI-94258 Requesting approval of Amendment No. 3 for Interlocal Agreement (C-19-332-03-12) between Hidalgo County and The University of Texas Rio Grande Valley for Data Sharing and Collaborative Research (Tracking and Analyzing Incidences of Public Health Diseases and/or Infections and Transmission in Hidalgo County) to include the first of five (5) additional one (1) year terms will commence under the same terms and conditions, and subsequent annual terms will renew automatically.

- 3. AI-94347 A. Presentation of the scoring grid for the purpose of ranking by HCCC of graded vendors submissions with the recommendation by the evaluation committee members for "Software Services for Indigent Health Care System" (RFP-24-0029-02-14-04).

OK ✓
P4/2

	Network Sciences, Inc.	Softbir, Inc.	Blue Parrot Software, LLC
Evaluator No.1	1	2	3
Evaluator No. 2	1	2	3
Evaluator No. 3	1	2	3
Total	3	6	9
Rank	1	2	3

P1/4 ✓

- B. Requesting approval by Commissioner's Court in order to proceed with negotiating with the No. 1 ranked vendor Network Sciences to finalize an agreement for "Software Services for Indigent Health Care System".

G. Facilities Management

OK ✓
P4/1

- 1. AI-94220 Requesting approval to award job order contractor, Rio United Builders, LLC through HC's membership with TIPS (Contract No. 211001), for the "Roof and HVAC Renovations for Weslaco Boot Camp Facility project", in the total amount of \$66,960.00; with the authority to issue a Notice to Proceed upon receipt of the required payment bond.

OK ✓
P4/2

- 2. AI-94268 Requesting approval to award job order contractor, Herrcon, LLC, through HC's membership with BuyBoard (JOC Contract No. 581-19)(ARPA 23-125-332), for the "Facilities Office/Warehouse Renovations Phase 2- Additional SOW" project, in the amount of \$47,342.39; with the authority to issue a Notice to Proceed upon receipt of the required payment bond.












Amendment No. 7 to C-20-227-06-30

Final Audit Report

2024-02-22

Created:	2024-02-20
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH28xCkkM0xYQFPmoGnhGv2rE0ZbmPm0p

"Amendment No. 7 to C-20-227-06-30" History

-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2024-02-20 - 11:01:31 PM GMT
-  Document emailed to Joe McGovern (jmcgovern@ntst.com) for signature
2024-02-20 - 11:02:38 PM GMT
-  Email viewed by Joe McGovern (jmcgovern@ntst.com)
2024-02-20 - 11:46:14 PM GMT
-  Document e-signed by Joe McGovern (jmcgovern@ntst.com)
Signature Date: 2024-02-21 - 3:44:33 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2024-02-21 - 3:44:36 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2024-02-21 - 3:46:16 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2024-02-21 - 3:47:36 PM GMT - Time Source: server
-  Document emailed to michelle.lopez@da.co.hidalgo.tx.us for signature
2024-02-21 - 3:47:38 PM GMT
-  Email viewed by michelle.lopez@da.co.hidalgo.tx.us
2024-02-21 - 3:55:56 PM GMT
-  Signer michelle.lopez@da.co.hidalgo.tx.us entered name at signing as Michelle Lopez
2024-02-21 - 3:56:12 PM GMT
-  Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
Signature Date: 2024-02-21 - 3:56:14 PM GMT - Time Source: server



 Document emailed to countyjudge.contracts@co.hidalgo.tx.us for signature

2024-02-21 - 3:56:16 PM GMT

 Email viewed by countyjudge.contracts@co.hidalgo.tx.us

2024-02-21 - 7:25:48 PM GMT

 Signer countyjudge.contracts@co.hidalgo.tx.us entered name at signing as Richard F. Cortez

2024-02-21 - 7:27:47 PM GMT

 Document e-signed by Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us)


Signature Date: 2024-02-21 - 7:27:49 PM GMT - Time Source: server

 Document emailed to daniela.garza@co.hidalgo.tx.us for approval

2024-02-21 - 7:27:52 PM GMT

 Email viewed by daniela.garza@co.hidalgo.tx.us

2024-02-21 - 7:32:19 PM GMT

 Signer daniela.garza@co.hidalgo.tx.us entered name at signing as Daniela Garza

2024-02-21 - 8:40:43 PM GMT

 Document approved by Daniela Garza (daniela.garza@co.hidalgo.tx.us)


Approval Date: 2024-02-21 - 8:40:45 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2024-02-21 - 8:40:48 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2024-02-21 - 8:53:26 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.

2024-02-21 - 8:54:17 PM GMT

 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2024-02-21 - 8:54:19 PM GMT - Time Source: server

 Document emailed to Daniela E. Garza (daniela.garza@co.hidalgo.tx.us) for approval

2024-02-21 - 8:54:22 PM GMT

 Email viewed by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

2024-02-22 - 2:42:22 PM GMT

 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

Approval Date: 2024-02-22 - 2:49:41 PM GMT - Time Source: server

 Agreement completed.

2024-02-22 - 2:49:41 PM GMT





Quote for: 2024 Netsmart Renewal
 Quote Date: December 7th, 2023

Presented to:
 Hidalgo County Health Dept.
 Client Account Number: 1002812
 1304 S. 25th Street Edinburg, TX 78539

Netsmart Contact:
 Sarah Bush
 sbush@ntst.com

Expenditures

Recurring Charges for 2024

Description	Qty	Yearly Charge	Notes
CareConnect Direct Secure Messaging Subscription	1	\$ -	
CareConnect HIE Connector (CCD Transactions) Subscription	1	\$ 2,546.16	Connection to RGVHIE
CareConnect Lab Orders (Outbound) Subscription	1	\$ 2,622.54	Connection to Quest
CareConnect Lab Results (Inbound) Subscription	1	\$ 2,622.54	Connection to Quest
CareConnect Inbox Subscription	142	\$9,656.87	
Diagnosis Content on Demand Subscription	1	\$2,489.57	
myInsight SaaS Named User <i>Additional 8 licenses added for FY2024</i>	150	\$59,494.83	
OrderConnect Non-Prescriber Subscription		\$ 23,353.76	
OrderConnect Base Fee Subscription	1	\$ 1,693.09	
OrderConnect Full Suite Subscription		\$ 6,818.62	
ScheduleConnect Subscription <i>Subscription Pro-Rated to end on 2/29/2024</i>		\$ 8,726.12	
Ultimedex Subscription		\$ 222.91	
RevConnect Billable Provider		\$3,017.20	
CareConnect Immunization Bi-Directional Connector	1	\$2,472.00	Connection to ImmTrac2
Netsmart Identity Access Management Subscription	150	\$1,861.00	
Total Recurring Charges:			\$127,597.21

www.ntst.com

11100 Nall Avenue
 Overland Park, KS 66211
 800.842.1973

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Netsmart Technologies, Inc.
 Overland Park, KS United States

Certificate Number:
 2024-1109490

Date Filed:
 01/08/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County

Date Acknowledged:
 02/12/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 20-227-AMD07
 Additional Licenses

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



Cease Using the Entity Management API for Reps and Certs Information



[Show Details](#)
Dec 13, 2023

See All Alerts

Entity Validation Processing [Show Details](#)



Feb 6, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

< **Core Data**



Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification

Entity Information

Active Registration

NETSMART TECHNOLOGIES, INC.

Unique Entity ID CAGE/NCAGE
NJM1D37LAKD5 676W5

Expiration Date

Jan 23, 2025

Physical Address

**11100 Nall AVE
Overland Park, Kansas
66211-1205, United States**

Mailing Address

**11100 Nall AVE.
Overland Park, Kansas
66211, United States**

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL (blank)
Division Name (blank)	Division Number Netsmart T
Congressional District Kansas 03	State/Country of Incorporation Delaware, United States

Registration Dates

Activation Date Feb 7, 2024	Initial Registration Date Nov 12, 2010
Submission Date Jan 24, 2024	

Owner	CAGE	Legal Business Name
-------	------	---------------------

Immediate Owner	(blank) (blank)
Highest Level Owner	(blank) (blank)

Entity Dates

Entity Start Date Sep 9, 1992	Fiscal Year End Close Date Dec 31
----------------------------------	--------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset [?](#)
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **676W5**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Joseph McGovern, EVP

Address
3500 Sunrise HIGHWAY, Suite D-122
Great River, New York 11739
United States

Alternate Point of Contact

Lynn Marasco, Senior Corporate Counsel

Address
4950 College BLVD
Overland Park, Kansas 66211
United States

Government Business

Primary Point of Contact

Joseph McGovern, EVP

Address

3500 Sunrise HIGHWAY, Suite D-122

Great River, New York 11739

United States



Feedback

Our Website

[About This Site](#)

[Our Community](#)

[Release Notes](#)

[System Alerts](#)

Policies

[Terms of Use](#)

[Privacy Policy](#)

[Disclaimers](#)

[Freedom of Information Act](#)

[Accessibility](#)

Our Partners

[Acquisition.gov](#)

[USASpending.gov](#)

[Grants.gov](#)

[More Partners](#)

Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#)

[External Resources](#)

[Contact](#)



This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY"**. This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

**6th AMENDMENT TO MASTER AGREEMENT
BETWEEN
THE COUNTY OF HIDALGO
AND
NETSMART TECHNOLOGIES, INC.
C-20-227-06-30**

WHEREAS, on June 30, 2020 Netsmart Technologies, Inc. and the County of Hidalgo entered into a Master Agreement;

WHEREAS, the County of Hidalgo’s Health and Human Services Department (HHSD) is in need of an additional software module which would enable the reconfiguration and setup of the financial and billing components for the Electronic Medical Records System. The services will allow the finance division to make the necessary changes to the system to comply with the reporting requirements for the state of Texas Department of State Health Services and the Hidalgo County Auditor’s Office.

WHEREAS, the parties desire to amend the Master Agreement hereinafter provided to include such additional service.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Master Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Netsmart Technologies, Inc. and the County of Hidalgo effective as of the **3rd** day of **October 2023**, hereby agrees to the following amendment to the Master Agreement:

1. Section “Master Agreement Expenditures” is hereby modified to include under “One-Time Charges” the Netsmart service as follows:
 - Application Managed Services Charge: \$14,400.00
Qty. 1 24 hours a month 10/01/2023-12/31/2023

2. Except as modified herein, all terms and conditions of the Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

SIGNATURE PAGE TO FOLLOW

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON October 03, 2023.

Agenda Item No. 92659

Executive Office: _____

VENDOR:
NETSMART TECHNOLOGIES, INC.

COUNTY:
COUNTY OF HIDALGO, Texas

Joseph McGovern, EVP

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk



Sales Order: SO108661
Quote Date: September 11th, 2023

Presented to:
Rigoberto Hinojosa
Hidalgo County Health and Human Services
1304 S. 25th Street
Edinburg, TX 78539

Netsmart Contact:
Sarah Bush (sbush@ntst.com)
(913)-272-2133

Expenditures

**ONE-TIME
CHARGES:**

Netsmart Professional Services			
	<u>Qty</u>	<u>Charges</u>	<u>Payment Terms</u>
Application Managed Services <i>24 hours a month 10/1/2023 12/31/2023</i>	1	\$14,400.00	50% due upon execution. 50% due 90 days after execution.
			Total Non- Recurring Charge: \$14,400.00
			Total Charges: \$14,400.00

www.ntst.com

11100 Nall Avenue
Overland Park, KS 66211
800.842.1973

Netsmart Technologies, Inc. and Hidalgo County
Application Managed Services (AMS) Scope Of Services

Purpose

The purpose of this SOW is to outline the deliverables for the Application Management portion of the above agreement including what is included in the scope, who is responsible for specific deliverables, and definitions for the deliverables.

Points of contact

Netsmart will provide a central point of contact who will be responsible for review of services requested as well as the priority/timing for when those services can be completed based on budgeted hours.

Hidalgo will appoint a central point of contact who will be responsible for coordinating and validating all requests and priorities in coordination with the Netsmart central point of contact.

Scope Exclusions

The following items are specifically excluded from the scope of work under the Exhibit:

- Project work or implementation services of other Netsmart products that integrate with, but are separate from, the Application. Also includes project work that significantly changes the existing setups of the Hidalgo's Application.
- Training of general Application concepts and use
- State reporting implementation
- 3rd party applications
- Changes to Application source code for which engineering is required.
- Technical infrastructure and corresponding infrastructure services
- SQL Server Database Management/Optimization

Responsibilities Matrix

Netsmart and Hidalgo will perform their respective obligations as set forth below.

Application Issue Response	Netsmart	Hidalgo
Perform Help Desk Functions		X
Document Initial Cases		X
Provide troubleshooting expertise, incident, and problem resolution related to the Application	X	
Recommend short-term and long-term alternative resolutions to incidents and problems	X	
Follow Netsmart policies for handling patient data	X	
Provide Hidalgo with monthly service reports	X	
Resolve Network and Hardware Related Issues		X
As Needed Coordinate Work with Netsmart Technical Support		X
Document Resolution	X	X
Maintenance of Managed Software		
Request Application Changes		X
Participation in Change Control Process	X	X

Perform Application Change in Non-Production Domain	X	
Test Application Changes in Non-Production	X	X
Perform Application Change in Production	X	
Validate Application Changes in Production		X
Communicate Changes to Hidalgo	X	
Provide Hidalgo with monthly service reports	X	
Communicate Changes to End Users		X
Report Development		
	Netsmart	Hidalgo
Request Reports and Document Desired End Goal		X
Create Reports	X	
Troubleshoot issues with existing reports	X	
Modify existing Reports	X	
Test Reports	X	X
Communicate Report to End Users		X

Netsmart will address changes to the Application, which includes development of new or changes to existing forms, reports, finance, and general discussions regarding Application maintenance and use. Request for maintenance changes will be vetted by existing governance structures at Hidalgo County.

- Total work will not exceed 72 hours.
- Unused hours cannot be rolled into the next renewal year, unless agreed upon by the parties.
- AMS will be provided for one (1) production domain and one (1) non-production domain that Hidalgo utilizes for the Applications.

Method of Delivery

AMS services will be delivered through remote connectivity to Hidalgo's systems.

Renovations” project, in the amount of \$81,478.00, with authority to issue a Notice to Proceed upon receipt of the required payment bond.



F. Health & Human Services Dept.

1. AI-92659 Requesting approval of Amendment six to Netsmart Technologies, Inc. Master Agreement (C-20-227-06-30) to include the Application Managed Services (AMS) that will enable the reconfiguration and setup of the financial and billing components for the Electronic Medical Records system to comply with the reporting requirements for the Texas Department of State Health Services and the Hidalgo County Auditor’s Office with authority for the County Judge to sign any and all required documents.

OK
P3/1

G. District Clerk

1. AI-92568 A. Requesting approval to terminate the "Software as a Service Agreement" (C-19-155-06-06) between HC District Clerks and Tyler Technologies Inc. to be replaced with a new Tyler Tech SaaS Agreement.
 B. Requesting approval to enter into a "Software as a Service Agreement" (with cost savings) between HC District Clerks and Tyler Technologies, under the Sourcewell COOP (No. 090320-TTI), first annual fee of \$78,000 and a total annual recurring cost of \$99,030, with authority for County Judge to sign all required documents.

OK
P3/1
P3/1

H. WIC

1. AI-92570 A. Requesting exemption from competitive bidding requirements pursuant to TLGC 262.02(a)(7)(A), items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
 B. Acceptance and approval of the "Sole Source Declaration" for the Hemocue, to be utilized by HC WIC Department with said declaration to remain in effect while the declaration is in place or until revoked by HCCC;
 C. Requesting approval to accept the donation of two-hundred (200) HB 301 Cuvettes from South Plains Community Action, with the approval for County Judge to sign any and all required documents.

OK
P3/1
P3/1
P3/1

I. Sheriff's Office

1. AI-92583 A. Requesting approval of the following Change Directives in connection with the Renovations and Repairs to the Leased Willacy County Detention Facility project (C-22-0661-05-30) from the contracted vendor, Noble Texas Builders, LLC:

Description	Total Amount
Change Directive No.4 Shower Panels	\$65,203.00
Change Directive No. 9 Test and Balance	\$98,700.00
Change Directive No. 10 Site Grading	\$92,150.00

OK
P3/1



Project 21-0726
 AI- 82466
 Client #: 1002812
 Quote #: Q-04265
 Quote Date: 01-21-2021
 Expiration Date: 09-30-2021

QUOTE
 Hidalgo County- \$0 OC NX

<p>By and Between Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 ("Netsmart")</p>	<p>And Hidalgo County Health Departm Client Account Number: 1002812 1304 S. 25th Street Edinburg, TX 78539 ("Client")</p>
<p>Attention: Sarah Neal, Client Alignment Executive, Public Sector Telephone No: 1 (913) 272-2133 sneal@ntst.com Legal notices to be sent to: Contracts Notice@ntst.com</p>	<p>Attention: Rigo Hinojosa, Director of IT Telephone No: (956)318-2426 rigo.hinojosa@hchd.org Legal notices to be sent to (if different):</p>

<p>Client</p> <p style="font-size: 1.2em; color: blue;">Richard F. Cortez</p> <hr style="border: 0; border-top: 1px solid black;"/> <p style="text-align: center; font-size: 0.8em;">(PRINTED NAME)</p> <p style="font-size: 1.5em; color: blue;">County Judge</p> <hr style="border: 0; border-top: 1px solid black;"/> <p style="text-align: center; font-size: 0.8em;">TITLE</p> <p style="font-size: 1.5em; color: blue;">9/23/21</p> <hr style="border: 0; border-top: 1px solid black;"/> <p style="text-align: center; font-size: 0.8em;">DATE</p>

FILED
 AT 3:00 O'CLOCK P M
 SEP 23 2021
 ARTURO GUJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY [Signature] DEPUTY

APPROVED BY
 COMMISSIONERS COURT
 ON: 9/21/21 [Signature]

Schedule 1 – Scope of Use, Fees and Payment Terms

PROFESSIONAL SERVICE CHARGES:

Services			
Product	QTY	Unit	Fees
Professional Services - OrderConnect ¹	1	Fixed Fee	\$0.00
		Sub-Total	\$0.00

Notes:

The recurring fee amount represents the full annual recurring fee at the contracted rates herein. The recurring fees paid during year one may vary based on proration described in the payment terms and product-specific term start dates identified within this quote or purchase agreement.

All annual recurring fees are subject to the annual increase set forth in the Agreement.

(1) - Those products notated with a (1) are subject to third party pass through terms available at: <https://www.ntst.com/lp/pass-through-terms>.

Payment Terms: All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms:

- a. Services
100% of Services fees due upon execution of this quote.



Moving from OrderConnect to OrderConnect-NX
SCOPE OF WORK (“SOW”)
 (As of 6/01/2021)

Netsmart Technologies, Inc. and Client

1. Purpose

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

2. Project Duration

Project Duration

The following project Start and End dates are estimates and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation. Netsmart requires a minimum of forty-five (45) 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.

3. Scope of Services

The solution(s) as outlined below will be implemented under the direction of Netsmart utilizing Netsmart’s standard Plexus Implementation methodology (Initiation, Configuration, Validation and Adoption).

Description: OrderConnect-NX is a secure, Web-based prescribing and medication management system. The system can be utilized anywhere using a Window-based system via there is access to the following browsers: Chrome, Firefox, Edge, and Internet Explorer.

OrderConnect-NX Screens and Features	Scope of Services
Client Search Pane / Most Recent Client List	Search for clients directly in OrderConnect-NX. If launching OrderConnect from a care record, the client search will occur in the care record.
	Use basic search or advanced search features
	A list of the most recent client records accessed readily available
Client Facesheet	Client demographics viewing and editing
	Client diagnoses viewing and editing
	Client allergies viewing and editing
	General comments viewing and editing
	Current client medication orders and details

	Start Order button to launch Orders screen
Orders Screen – Medication Orders	View current medication orders
	View history of medication orders
	Start a medication order, reorder a medication, change a medication order, discontinue a medication
	View details of a medication order
Order Entry Screens - Medication	Search for medications
	Enter details of medication orders.
	Titration and tapers not yet available
	View medication alerts and Care Suggestions
	Choose medication order output: eRx, eFax, Print
	Pharmacy selection
	Supervisor selection
	Print education leaflets, consent forms, rx collaterals
Prescribers Queue	Complete two-factor authentication for EPCS orders
	Approve or deny Verbal Orders
Transmissions Screen	Approve or deny Renewal Requests and Change Requests
	View electronic transmissions that have failed or are pending
Resources Screen - Reports	Transmissions Log Report - Available
	Order Audit by Prescriber Report - Available
	Other reports that are in the original OC are not yet available
Orders Screen – Lab/Rad Orders	Not yet available When available, will be added to Full-Suite implementations. (Not in scope for eRx-Only clients)
Order Entry Screens – Lab/Rad	Not yet available When available, will be added to Full-Suite implementations. (Not in scope for eRx-Only clients)
Results Screen – Lab/Rad Results	Not yet available When available, will be added to Full-Suite implementations. (Not in scope for eRx-Only clients)
Eligibility and Formulary Checking	Not yet available
External Medication History	Not yet available
Medication Reconciliation	Not yet available
Patient Reported Medications (aka, Non-ISC Rx)	Not yet available
PDMP Checking	Not yet available
OC-eMAR	Not yet available
Prescription Resend	Not yet available
Mini Rx Profile	Not yet available
Sample Inventory Management (Add on Module)	Not yet available
Custom Formulary Management (Add on Module)	Not yet available

OrderConnect-NX Environments	
OrderConnect-NX UAT Configuration	If an OrderConnect UAT environment already exists, it will be configured to be OC-NX and connect to the client's care record UAT environment to allow Single Sign On. Single Sign On testing will be completed for up to five users. The client is responsible for testing in UAT. If an OrderConnect UAT environment does not already exist and if the client wants a UAT environment, additional hours will be quoted and charged.
	All active users in the UAT OrderConnect environment will be switched to the OC-NX view. If any additional users are added to UAT after moving to OC-NX, the facility will need to open a Support case with Netsmart requesting the new UAT users have the OC-NX view.
OrderConnect-NX LIVE Configuration	The client's live OrderConnect environment will be configured to be OC-NX and connect to the client's care record LIVE environment to allow Single Sign On. Single Sign On testing will be completed for up to five users.
	All active users in the live OrderConnect environment will be switched to the OC-NX view. If any additional users are added to the facility after moving to OC-NX, the facility will need to open a Support case with Netsmart requesting the new users have the OC-NX view. In other words, even though the facility has the OC-NX, additional users that are added will not automatically have that view.

Training and Support	
Train-the-Trainer Training	Netsmart will conduct one one-hour Train-the-Trainer training of OrderConnect-NX. The training will be recorded and made available to the client.
Go Live Support	Netsmart will provide up to one week of post-Go Live support.

4. Assumptions

- Client is updated to CareFabric Events 2.0 (CFE 2.0) or higher prior to start of project. (CareFabric Events is the data transfer mechanism between the client's Netsmart care record and OrderConnect.) If client is not on CFE 2.0 and needs to be updated to it, additional Consulting hours and costs will apply.
- Netsmart will devote enough resources and timely communication to the project in order to assure its reasonable success.
- Professional services quotes do not include travel, living and travel time expenses, as all services will be delivered remotely, unless otherwise approved.

- Cancellation of events must be given two weeks prior to scheduled activities onsite, otherwise the Client will still be charged for travel that has been booked.
- Client will provide enough resources and timely communication to the project in order to assure its reasonable success. A training room will be available for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart team if it is part of the planning and expectations for the project.
- Training will cover those items that are available in OrderConnect-NX at the time of training. As additional items are added to OrderConnect-NX and if training is requested on those items, the additional training will be quoted and charged.
- Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda.
- Netsmart will share available recommended practices during the implementation.
- The project will be executed according to the phase based Netsmart Plexus Foundation Methodology as outlined below.
- Client will assign an individual who has authority and accountability for signing-off on project completion. This shall be a named individual.

5. Location of Work and Client Responsibilities

All work by Netsmart will be conducted remotely unless identified as onsite in the detailed project plan. For onsite sessions, Netsmart reserves the right to complete those sessions remotely. A high-level outline for work location and Client responsibilities is provided below.

6. Netsmart Plexus Foundation Methodology, Expectations & Deliverables

The following section of this document details the main deliverables of the Client Implementation. The implementation Phases outlined below act as gates with quality milestones for each Phase that must be completed prior to moving on to the next Phase.

6.1 Initiation Phase

During the Initiation Phase, the client project team will be introduced, and the team's responsibilities and project timeline will be discussed. The different phases within the Plexus Foundation Methodology are presented, outlining the objectives of each phase and the roles and responsibilities of each member of the team.

The Project Launch meeting is the initial call with project teams to discuss project timeline and expectations, and the project scope will be reviewed with the Netsmart and client project team.

Objectives:

- Project Teams Confirmed
- Event Dates Agreed Upon
- Project Plan Agreed Upon
- Project Launch Completed

6.2 Configuration Phase

During the Configuration Phase, the Netsmart consultant will work with OC Engineering to update the client's UAT OC environment (if one already exists) to OC-NX. The Netsmart consultant will also work with the client's care record UAT instance to re-configure the Single Sign On so that it points to the new OC-NX instance. The Netsmart consultant will work with OC Engineering to update all UAT users' profiles to be OC-NX enabled.

System testing will be performed.

Once testing has been completed in the UAT environment the Netsmart Consultant will work with OrderConnect Engineering to update the client's OrderConnect live environment to the OC-NX version as well. The consultant will also re-configure the client's live care record environment's Single Sign On so that it connects to the OrderConnect-NX environment. The Netsmart consultant will work with OC Engineering to update all active OC users' profiles to be OC-NX enabled.

The Netsmart consultant will ensure clients develop a solid plan to confirm 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 solution. Netsmart suggestions for the client's training plan will include training strategies, resource requirements, any required technologies and/or logistics, timelines, goals and objectives.

Objectives:

- System Configuration Completed in Test Environment
- System Review Completed
- System Review High Risk Items Addressed
- Testing and Training Finalized

6.3 Validation Phase

Train-the-Trainer sessions are provided to the client's super-user/training team.

Check-in calls are scheduled to discuss completed testing and any issues that may arise.

Objectives:

- One Week of System Testing Completed
- Train-the-Trainer Training Completed
- Integration Testing Issues Resolved
- System Configuration Completed in LIVE environment
- Integration Testing Completed

6.4 Adoption Phase

During the Adoption Phase, the Go Live event will occur when the solution is moved into productive use by the end-user population. This will consist of "preparation" and performing



functions out of the Live environment. The Netsmart consultant will support this event remotely and will provide two days of remote post-Go Live support.

Once all deliverables in scope have been completed, the Netsmart consultant will request client acceptance. At that time, the client will be transitioned to Support for any future cases.

Objectives:

- Go Live Issues Resolved
- Go Live Event Completed
- Two Days of Remote Post-Go Live Support Provided
- Go Live Event Acceptance
- Transition to Support Completed



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>09/23/2021</u>	Department:	<u>240 - Health & Human Service - Human Services Division</u>
Contract No.:	<u>C-21-227-06-30</u>	Effective Date:	<u>10/23/2021</u>
Description of Project:	<u>Statement of Work</u>		
Awarded Vendor:	<u>Netsmart</u>		
CC Approval on	<u>09/21/2021</u>	AI-	<u>82466</u>

Routing of documents:

- ✓ 1. Executive Office – Attn: Monica Salinas
- _____ 2. District Attorney's Office – Attn: Select ADA
- _____ 3. County Judge's Office – Attn: Richard F. Cortez
- _____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- _____ 5. Purchasing Department – Attn: Yolanda Velasquez ext. 4881

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

AI-82466

Purchasing Department 14. H. 2.

**CC CONSENT AGENDA
SPECIAL MTG**

Health & Human Services Dept.

Meeting Date: 09/21/2021

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the attached Statement of Work to upgrade the module (Order Connect NX) to the Electronic Medical Records project, under C-20-227-06-30 awarded to Netsmart, at no cost.

BACKGROUND

Project No: 21-0726

For the use of Order Connect which is now upgraded to Order Connect NX at \$0.00 cost to the County

Fiscal Impact

CALENDAR YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

There is no fiscal impact for this agenda item.

Attachments

legal review

SOW-NETSMART

Form Review

Inbox

Purchasing - Internal

Reviewed By

Dina Trevino

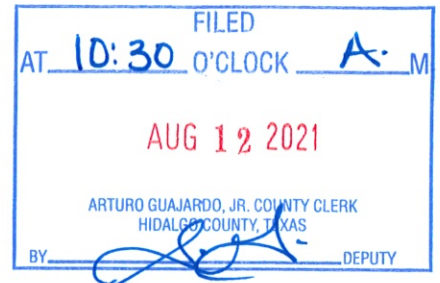
Date

09/17/2021 03:42 PM

Budget & Management	Veronica Ortiz	09/17/2021 04:14 PM
Final Approval	Monica Salinas	09/17/2021 07:46 PM
Form Started By: Yolanda Velasquez		Started On: 09/15/2021 03:09 PM
Final Approval Date: 09/17/2021		

STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§



**5th AMENDMENT TO MASTER AGREEMENT
BETWEEN
THE COUNTY OF HIDALGO
AND
NETSMART TECHNOLOGIES, INC.
C-20-227-06-30**

WHEREAS, on June 30, 2020 Netsmart Technologies, Inc. and the County of Hidalgo entered into a Master Agreement;

WHEREAS, the County of Hidalgo's Health and Human Services Department (HHSD) is in need of an additional software module which would give HHSD direct communications to the State of Texas Immunizations Registry in an effort to make the immunizations program more efficient.

WHEREAS, the parties desire to amend the Master Agreement hereinafter provided to include additional services and the ratification of the attached Exhibit A.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Master Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Netsmart Technologies, Inc. and the County of Hidalgo effective as of the 27th day of July, 2021, hereby agrees to the following amendment to the Master Agreement:

1. Section "Master Agreement Expenditures" is hereby modified to include under "Annual Fees" for the following Netsmart service:

To assist in converting existing historical immunization data from existing electronic medical records to new system, My Insight to properly manage vaccines, including Covid-19. (See Attached Exhibit A).

2. Except as modified herein, all terms and conditions of the Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

SIGNATURE PAGE TO FOLLOW

Executed and effective as of the day and year first written above:

COUNTY OF HIDALGO, TEXAS
COUNTY JUDGE

NETSMART TECHNOLOGIES, INC.

Richard F. Cortez
Hidalgo County Judge

Joseph McGovern,
EVP

ATTEST:

Hidalgo County Clerk



APPROVED BY
COMMISSIONERS COURT

ON: 7/27/21

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By:
Robert Viña III, Assistant District Attorney

Requisition

Req # 00423819

PO #

Date: 11/05/20

Bill To:

Vendor: 488003

NETSMART TECHNOLOGIES, INC.
 PO BOX 823519
 PHILADELPHIA PA 19182
 FAX (913)663-0141

Ship To: HEALTH DEPARTMENT
 1304 S. 25TH
 EDINBURG TX 78539

Contract No:

Contact: JOSIE GARCES

Special Instructions:

956-383-6221

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	COVID-19 DUNS: 807918628 DO NOT DUPLICATE ORDER HIDALGO HISTORICAL IMMUNIZATIONS LOE PROFESSIONAL SERVICES (FOR DATA CONVERSION OF IMMUNIZATION DATA FROM OUR CURRENT SYSTEM TO THE NEW EMR) <u>Account No</u> REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	6,000.00 <u>Encumbrance</u> Freight .00 Total 6,000.00	6,000.00 6,000.00 Object Code 336

Authorized By: _____

Presented to: Rigo Hinojosa
 Hidalgo County Health Departm
 1304 S. 25th Street
 Edinburg, TX 78539

Netsmart Contact: Sarah Neal (sneal@ntst.com)
 1 (913) 272-2133
 Remit to: Netsmart Technologies, Inc.
 PO Box 823519
 Philadelphia, PA 19182-3519

Quote Summary - Hidalgo_Historical Immunizations LOE

		Non-Recurring Fees			Recurring Fees (First Year)
Professional Services		\$6,000.00			
Total Non-Recurring Fees		\$6,000.00	Total Recurring Fees		--
			Total Fees		\$6,000.00

962-58

Solution Summary

*Professional Services

Professional Services are based on Netsmart's Scope of Work document, which is contained in a separate document. Professional Services are for a set level of effort that is based on Netsmart's exclusive understanding of the requirements. Any changes to the requirements or Netsmart's understanding thereof, may require additional funds from the client. Netsmart will notify the client in advance of any changes to the required funding and the client shall have the right to either purchase the additional level of effort or stay with the initial scope of work.

Non-Recurring Fees Detail

	Qty	Unit	Price	Total
Professional Services				
Evolv for Public Health Professional Services				\$6,000.00
-- Hours for the Historical Immunizations Conversion LOE				
			Total Fees	\$6,000.00

Terms and Conditions

Netsmart Pricing and Payment Policies

All fees set forth in this quote are due net 30 days, unless otherwise set forth in the master agreement that is identified at the end of this quote. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at <http://www.ntst.com/ARpolicy>

The following terms apply to this quote:

- Valid until the expiration date shown above.
- Subject to and incorporates the terms and conditions of the master agreement.
- Unless identified separately below, does not include on site services or assistance, or charges for travel, living expense or travel time.

- Professional Services
 - Quoted professional services totaling less than or equal to \$10,000 are payable on the Effective Date.
 - Quoted professional services totaling more than \$10,000 will have the following payment terms: 50% due upon the Effective Date with the remaining 50% due 90 days after the Effective Date.
- FOB Origin. Shipping and taxes will be separately charged and added to the invoice with other charges quoted above.
- Netsmart has no obligation with respect to the software, hardware and/or services described in this quote until a binding agreement incorporating the terms of this proposal is executed between you and Netsmart.

Unless otherwise set forth in a Master Agreement, all recurring items included in this quote will be subject to an annual increase at a rate of 3.5% beginning one year following execution.



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Log In](#)

[Login.gov FAQs](#)

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/14/2020 from 8:00 AM to 10:00 PM.

Search Results

Advanced Search Results

Total records: 1

[Save PDF](#)

[Export Results](#)

[Print](#)

Result Page: 1

Sort by **Relevance**

Order by **Descending**

Your search returned the following results...

Entity NETSMART TECHNOLOGIES, INC.		View Details
DUNS: 807918628	Address: 3500 SUNRISE HWY	Status: Active
CAGE Code: 676W5	City: GREAT RIVER	Has Active Exclusion?: No
DoDAAC:	State: NY	Debt Subject to Offset?: No
	ZIP Code: 11739-1001	Expiration Date: 01/05/2021
	Country: UNITED STATES	Purpose of Registration: All Awards

Result Page: 1

[Save PDF](#)

[Export Results](#)

[Print](#)



IBM-P-20201023-1504
WWW:

- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [EAPHS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

This is the U.S. General Services Administration Federal Government computer system that is "TOP SECRET//COMINT//SI//NF ONLY". This system is subject to automatic, daily on- and off-line monitoring, and authorized activities are subject to disciplinary action including criminal prosecution.

Req 423819

FORM 213 - Resource Request

1. Incident Name	COVID-19				
2. To	Ricardo Saldana, Emergency Management				
3. From	Eduardo Olivarez, Health & Human Services				
4. Message:	Emergency Purchase Notification	5. Date	11/5/20	6. Time	10:00 AM

7. State the reason for your emergency request

Immunization Conversion:
 The professional service from NetSmart will help us convert existing historical immunizations data from our existing electronic medical records to our new system, MyInsight. This will make it easier for us to properly manage vaccines, including Covid-19, provided to our clients

8. List and describe the items and quantities (supplies/resources) being requested to procure

Requisition - 423819
 Vendor: NetSmart Technologies, Inc.
 Amount: \$6,000

Professional Service for the data conversion of immunization data from our current system to the new EMR

9. Acknowledged by

Approved

Name	<i>Ricardo Saldana</i>
Signature	<i>[Signature]</i>
Position/Title	<i>EMC</i>
Date	<i>11/05/2020</i>

AI-81698

Purchasing Department
26. E. 2.

CC REGULAR AGENDA REGULAR MTG Health & Human Services Dept.

Meeting Date: 07/27/2021

Submitted Marty Salazar, PURCHASING DEPT.

For:

Submitted Yolanda Velasquez, PURCHASING DEPT.

By:

Department: PURCHASING DEPT.

CAPTION

Acceptance and approval of Amendment #5 to the Master Agreement (C-20-227-06-30) with Netsmart Technologies, Inc. with issuance of Purchase Order inasmuch as at the time vendor was not requiring signature of any kind.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No fiscal impact.

Attachments

5th-Amendmen-Netsmart

legal review

AI-75841-06-30-20

1295 Form Netsmart

PO-823998

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Tanya Delira	07/21/2021 04:23 PM
Purchasing - Internal	Marty Salazar	07/21/2021 05:53 PM
Budget & Management	Noelia Gonzalez	07/22/2021 08:37 AM

Final Approval

Monica Salinas

07/24/2021 09:44 AM

Form Started By: Yolanda Velasquez

Started On: 07/19/2021 10:58 AM

Final Approval Date: 07/24/2021



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>08/09/2021</u>	Department:	<u>240 - Health & Human Service - Human Services Division</u>
Contract No.:	<u>C-20-227-06-30</u>	Effective Date:	_____
Description of Project:	<u>Amendment-#5</u>		
Awarded Vendor:	<u>Netsmart</u>		
CC Approval on	<u>07/27/2021</u>	AI-	<u>81698</u>

Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Robert Viña
- _____ 3. County Judge's Office – Attn: Richard F. Cortez
- _____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- _____ 5. Purchasing Department – Attn: Yolanda Velasquez ext. 4881

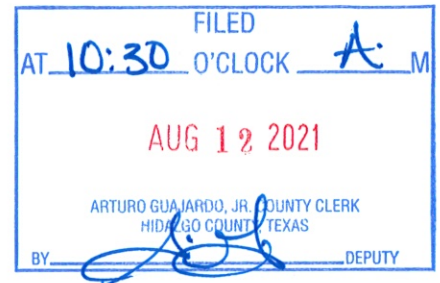
ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§



**4th AMENDMENT TO MASTER AGREEMENT
BETWEEN
THE COUNTY OF HIDALGO
AND
NETSMART TECHNOLOGIES, INC.
C-20-227-06-30**

WHEREAS, on June 30, 2020 Netsmart Technologies, Inc. and the County of Hidalgo entered into a Master Agreement;

WHEREAS, the County of Hidalgo's Health and Human Services Department (HHSD) is in need of an additional software module which would give HHSD direct communications to the State of Texas Immunizations Registry in an effort to make the immunizations program more efficient.

WHEREAS, the parties desire to amend the Master Agreement hereinafter provided to include such additional service.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Master Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Netsmart Technologies, Inc. and the County of Hidalgo effective as of the 13th day of July, 2021, hereby agrees to the following amendment to the Master Agreement:

1. Section "Master Agreement Expenditures" is hereby modified to include under "Annual Fees" the Netsmart service as follows:
 - To outline the requirements and deliverables for the clients and use of Plexus Foundations implementation methodology to continue with GO Live Support in total amount of \$100,000.00
 - The purpose is to outline deliverables for the Client's my Insight with latest release of software to include the use of Plexus Foundations Home content and recommendation and continue with GO Live Insight for TB support for a total amount of \$66,000.00
2. Except as modified herein, all terms and conditions of the Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

SIGNATURE PAGE TO FOLLOW

Executed and effective as of the day and year first written above:

**COUNTY OF HIDALGO, TEXAS,
COUNTY JUDGE**

NETSMART TECHNOLOGIES, INC.

Richard F. Cortez
Hidalgo County Judge

Joseph McGovern,
EVP
8/6/2021

ATTEST:

Hidalgo County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 7/13/21 BKS

**APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.**

By:

Robert Viña III, Assistant District Attorney

Reg 436 246



Sales Order: SO78953
Quote #: Q-08763
Quote Date: June 8th, 2021
Quote Expiration: July 10th, 2021

Presented to:
Rigoberto Hinojosa
Hidalgo County Health and Human Services
1304 S. 25th Street
Edinburg, TX 78539

Netsmart Contact:
Sarah Neal (sneal@ntst.com)
(913)-272-2133

Expenditures

**ONE-TIME
CHARGES:**

Netsmart Professional Services			
	<u>Qty</u>	<u>Charges</u>	<u>Payment Terms</u>
myInsight Professional Services	1	\$100,000.00	50% due upon the effective date with the remaining 50% due 90 days after the execution date.
Total Non-Recurring Charge: \$100,000.00			
Total Charges: \$100,000.00			



SCOPE OF WORK ("SOW")

Netsmart Technologies, Inc. and Hidalgo County Health and Human Services



Hidalgo County
Health & Human
Services Department

1. Purpose

The purpose for this statement of work is to outline the requirements and deliverables for the Client's myInsight project. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations. The details of the scope of services are included below. This is a Fixed-Fee, Fixed Scope Statement of Work.

2. Project Duration

Project Duration

The project start and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation.

3. Scope of Services

myInsight Configuration	Scope of Services
Netsmart will provide consulting and project management services to continue Go Live Support of myInsight implementation project	
	Well Child Form Creation (see list under #6)
	Form installation, event linking, security
	Training and Workflow review
	Testing
	Project Management
Exclusions	See list under #7



4. Assumptions to Support a Successful Installation

- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- New hardware, if required, will be delivered by the date required in the Project Schedule.
- Client will provide sufficient resources as identified in the work breakdown structure of the project plan.
- If on-site training has been purchased, a training room will be available for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart team if it is part of the planning and expectations for the project. In the event of state- or county-imposed travel restrictions, training will be delivered virtually, and a revised training plan will be agreed upon.
- Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda. Super User Training will be limited to up to 10 super users.
- The Client’s project manager will attend all consulting/training events.
- Netsmart delivered forms for a Program will be standard for all sites.
- Workflows and Forms will be standardized across program and sites. The Client will work with all locations to determine and finalize the go-forward single process/workflow that will be adopted by all locations. The estimates for this project are based on all locations using this single optimized workflow for the programs implemented.
- Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the client. This includes Micromedex content (licensed from Netsmart), CPT, Revenue, or DSM codes.
- Client shall be responsible for the review of department(s) policy and procedures and the updates, creation or deactivation to them as required by the project as part of this implementation.
- Client will have a documented plan for level 1 and level 2 internal support.

5. Location of Work & Client Responsibilities

Work by Netsmart and Client will be conducted remotely.

6. Forms included in Build:

Program	File name w/Sample	Form Name
Well Child	DSHS CH-14	24-Hour Dietary Recall and Assessment for Children (5-9 years)
Well Child	DSHS CH-15	24-Hour Dietary Recall and Assessment for Children (10-20 years)
Well Child	DSHS CH-28	Mental Health Interview Tool/Referral Form (Ages 0-2 Years)
Well Child	DSHS CH-28	Mental Health Interview Tool/Referral Form (Ages 0-2 Years) (Spanish)
Well Child	DSHS CH-30	Mental Health Interview Tool/Referral Form (Ages 3-9 Years)
Well Child	DSHS CH-30	Mental Health Interview Tool/Referral Form (Ages 3-9 Years) (Spanish)
Well Child	DSHS CH-32	Mental Health Interview Tool/Referral Form (Ages 10-12 Years)
Well Child	DSHS CH-32	Mental Health Interview Tool/Referral Form (Ages 10-12 Years) (Spanish)
Well Child	DSHS CH-61	Abbreviated Parent Questionnaire: Risk Assessment for Lead Exposure
Well Child	DSHS CH-62	Detailed Parent Questionnaire: Risk Assessment for Lead Exposure (Spanish)

Well Child	DSHS EF12-11494	TB Questionnaire
Well Child	DSHS EF12-11494A	TB Questionnaire (Spanish Version)
Well Child	DSHS EF05-12234	Hearing Checklist for Parents
Well Child	DSHS EF05-12234	Hearing Checklist for Parents (Spanish)
Well Child	DSHS M-40	Individual Sweep-Check Screening (M-40)
Well Child	DSHS M-60	Certificate of Record for Vision Screen and/or Eye Examination
Well Child	DSHS Pb-110	Lead Risk Questionnaire
Well Child	DSHS Pb-110 Sp	Lead Risk Questionnaire
Well Child	ECHR-1	Birth through 20 years Health History
Well Child	ECHR -2M	2 Month Checkup Child Health Record
Well Child	ECHR-2W	2 Week Checkup Child Health Record
Well Child	ECHR-3Y	3 Year Checkup Child Health Record
Well Child	ECHR-4M	4 Month Checkup Child Health Record
Well Child	ECHR-4Y	4 Year Checkup Child Health Record
Well Child	ECHR-5D	Discharge to 5 Day Child Health Record
Well Child	ECHR-5Y	5 Year Checkup Child Health Record
Well Child	ECHR-6M	6 Month Checkup Child Health Record
Well Child	ECHR-6Y	6 Year Checkup Child Health Record
Well Child	ECHR-7Y	7 Year Checkup Child Health Record
Well Child	ECHR-8Y	8 Year Checkup Child Health Record
Well Child	ECHR-9M	9 Month Checkup Child Health Record
Well Child	ECHR-9Y	9 Year Checkup Child Health Record
Well Child	ECHR-10Y	10 Year Checkup Child Health Record
Well Child	ECHR-11Y	11 Year Checkup Child Health Record
Well Child	ECHR-12M	12 Month Checkup Child Health Record
Well Child	ECHR-12Y	12 Year Checkup Child Health Record
Well Child	ECHR-13Y	13 Year Checkup Child Health Record
Well Child	ECHR 14Y	14 Year Checkup Child Health Record
Well Child	ECHR-15M	15 Month Checkup Child Health Record
Well Child	ECHR-15Y	15 Year Checkup Child Health Record
Well Child	ECHR-16Y	16 Year Checkup Child Health Record
Well Child	ECHR-17Y	17 Year Checkup Child Health Record
Well Child	ECHR-18M	18 Month Checkup Child Health Record
Well Child	ECHR-18Y	18 Year Checkup Child Health Record
Well Child	ECHR-19-20Y	19 & 20 Year Checkup Child Health Record
Well Child	ECHR-19Y	19 Year Checkup Child Health Record
Well Child	ECHR-20Y	20 Year Checkup Child Health Record
Well Child	ECHR-24M	24 Month Checkup Child Health Record
Well Child	ECHR-30M	30 Month Checkup Child Health Record
Well Child	HCHD 20171	Child Health Activity Report
Well Child	HCHD 20219-A	Hidalgo County Health Department Infant/Child CPW Screening Tool

reg 436244



Well Child	HCHSD 20219-A	Hidalgo County Health & Human Services Department Infant/Child SPW Screening Tool
Well Child	M-CHAT Questionnaire	M-CHAT
Well Child	M-CHAT Questionnaire	M-CHAT (Spanish)
Well Child	Pediatric Symptom Checklist - (PSC)	Pediatric Symptom Checklist (PSC)
Well Child	Pediatric Symptom Checklist (PSC) Spanish	Pediatric Symptom Checklist (PSC) Spanish
Well Child	Pediatric Symptom Checklist - Youth Report (YPSC)	Pediatric Symptom Checklist - Youth Report (Y-PSC)
Well Child	Pediatric Symptom Checklist - Youth Report (YPSC) Spanish	Pediatric Symptom Checklist - Youth Report (Y-PSC) (Spanish)

7. Forms Excluded from Build:

Program	File name w/Sample	Form Name	Exclusion Note
Well Child	Child Health Forms	Texas Health Steps Child Health Record Forms	Instructions
Well Child	DSHS CH-54	Screening Schedule for Elevated Blood Lead Levels	Instructions
Well Child	ECHR-30M (1)	Duplicate	Duplicate
Well Child	Instruct M-CHAT	Instructions and Permissions for Use of the M-CHAT	Instructions
Well Child	Instructions YPSC	Instructions for use Pediatric Symptom Checklist	Instructions



Sales Order: SO78322
Quote #: Q-04018
Quote Date: June 8th, 2021
Quote Expiration: July 10th, 2021

Presented to:
Rigoberto Hinojosa
Hidalgo County Health and Human Services
1304 S. 25th Street
Edinburg, TX 78539

Netsmart Contact:
Sarah Neal (sneal@ntst.com)
(913)-272-2133

Expenditures

**ONE-TIME
CHARGES:**

<u>Netsmart Professional Services</u>	<u>Qty</u>	<u>Charges</u>	<u>Payment Terms</u>
myInsight Professional Services	1	\$66,000.00	50% due upon the effective date with the remaining 50% due 90 days after the execution date.
Total Non- Recurring Charge: \$66,000.00			
Total Charges: \$66,000.00			

www.ntst.com

11100 Nall Avenue
Overland Park, KS 66211
800.842.1973

SCOPE OF WORK ("SOW")

Netsmart Technologies, Inc. and Hidalgo County Health and Human Services



Hidalgo County Health & Human Services Department

1. Purpose

The purpose for this statement of work is to outline the requirements and deliverables for the Client's myInsight project. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations. The details of the scope of services are included below. This is a Fixed-Fee, Fixed Scope Statement of Work.

2. Project Duration

Project Duration

The project start and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation.

3. Scope of Services

myInsight Configuration	Scope of Services
Netsmart will provide consulting and myInsight implementation project	project management services to continue Go Live Support of
Form Creation	TB form creation (see list under #6)
	Form installation, event linking, security
	Training and Workflow review
	Testing
	Project Management
Exclusions	See list under #7

4. Assumptions to Support a Successful Installation

- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- New hardware, if required, will be delivered by the date required in the Project Schedule.
- Client will provide sufficient resources as identified in the work breakdown structure of the project plan.
- If on-site training has been purchased, a training room will be available for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart team if it is part of the planning and expectations for the project. In the event of state- or county-imposed travel restrictions, training will be delivered virtually, and a revised training plan will be agreed upon.
- Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda. Super User Training will be limited to up to 10 super users.
- The Client's project manager will attend all consulting/training events.
- Netsmart delivered forms for a Program will be standard for all sites.
- Workflows and Forms will be standardized across program and sites. The Client will work with all locations to determine and finalize the go-forward single process/workflow that will be adopted by all locations. The estimates for this project are based on all locations using this single optimized workflow for the programs implemented.
- Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the client. This includes Micromedex content (licensed from Netsmart), CPT, Revenue, or DSM codes.
- Client shall be responsible for the review of department(s) policy and procedures and the updates, creation or deactivation to them as required by the project as part of this implementation.
- Client will have a documented plan for level 1 and level 2 internal support.

5. Location of Work & Client Responsibilities

Work by Netsmart and Client will be conducted remotely.

6. Forms included in Build:

Program	File name w/Sample	Form Name
TB	Targeted TB Screening Form	Tuberculin Skin Test Consent Form
TB	Targeted TB Screening Form	General Consent and Disclosure
TB	Targeted TB Screening Form	General Consent and Disclosure (Spanish)
TB	Targeted TB Screening Form	Targeted Tuberculin/IGRA Testing Screening Form

Program	File name w/Sample	Form Name
TB	TB Case Forms	Tuberculosis Case and Suspect Management Plan
TB	TB Case Forms	Hurricane/Natural Disaster Questionnaire
TB	TB Case Forms	Directions to Patients Home
TB	TB Case Forms	Report of Serious Adverse Drug Reaction Resulting in Therapeutic Changes, Hospitalization, or Death
TB	TB Case Forms	Tuberculosis Directly Observed Therapy Log
TB	TB Case Forms	Clinical Assessment for Tuberculosis Medication Toxicity
TB	TB Case Forms	Vision/Hearing Screening Form
TB	TB Case Forms	Tuberculosis Forms/Literature Checklist
TB	TB Case Forms	Tuberculosis Education/Counseling Record
TB	TB Case Forms	Tuberculosis Initial Health Risk Assessment/History
TB	TB Case Forms	Interjurisdictional TB Notification (IJN) Form
TB	TB Case Forms	Interjurisdictional TB Notification (IJN) Form Follow-Up Form
TB	TB Case Forms	Safety Questions for Clients in Preparation for Home/Field Visits Pulmonary Clinic
TB	TB Case Forms	Contact Investigation Interview Worksheet
TB	TB Case Forms	False Positive TB Culture Investigation Worksheet
TB	TB Case Forms	Disclosure and Consent Drug Therapy for Treatment of Tuberculosis Disease
TB	TB Case Forms	Disclosure and Consent Drug Therapy for Treatment of Tuberculosis Disease (Spanish)
TB	TB Case Forms	Consent to Release Confidential Medical Information
TB	TB Case Forms	Consent to Release Confidential Medical Information (Spanish)
TB	TB Case Forms	Acknowledgment of Understanding Provision of Antituberculous Drugs Limited to Clients with MTB
TB	TB Case Forms	Acknowledgment of Understanding Provision of Antituberculous Drugs Limited to Clients with MTB (Spanish)
TB	TB Case Forms	Consent to be Photographed
TB	TB Case Forms	Consent to be Photographed (Spanish)
TB	TB Encounter Form	TB Encounter
TB	TB LTBI Forms	Tuberculosis Contact Screening Form

7. Forms Excluded from Build:

Program	File name w/Sample	Form Name	Exclusion Note
TB	Targeted TB Screening Form	Targeted Tuberculin/IGRA Testing Screening Form Instructions	Instructions

ing. 124200

Program	File name w/Sample	Form Name	Exclusion Note
TB	TB Case Forms	Patient Picture	System Functionality
TB	TB Case Forms	Copy of Medicaid/Insurance	System Functionality
TB	TB Case Forms	Referral Form	System Functionality
TB	TB Case Forms	Tuberculosis Referral Form	System Functionality
TB	TB Case Forms	Flow Sheet Immunizations	System Functionality
TB	TB Case Forms	Tuberculosis Bacteriology Monitoring Log	System Functionality
TB	TB Case Forms	Medications	System Functionality
TB	TB LTBI Forms	General Consent and Disclosure	Duplicate
TB	TB LTBI Forms	Tuberculosis Initial Health Risk Assessment/History	Duplicate
TB	TB LTBI Forms	Clinical Assessment for Tuberculosis Medication Toxicity	Duplicate
TB	TB LTBI Forms	Vision/Hearing Screening Form	Duplicate
TB	TB LTBI Forms	Tuberculosis Directly Observed Therapy Log	Duplicate
TB	TB LTBI Forms	Tuberculosis Forms/Literature Checklist	Duplicate
TB	TB LTBI Forms	Tuberculosis Education/Counseling Record	Duplicate
TB	TB LTBI Forms	Flow Sheet Immunizations	Duplicate
TB	TB Skin Test Screening Form	Tuberculosis Skin Test Consent Form	Duplicate
TB	TB Skin Test Screening Form	Tuberculosis Contact Screening Form	Duplicate
TB	TB Skin Test Screening Form	General Consent and Disclosure	Duplicate

Req 436258

FORM 213 - Resource Request

1. Incident Name	COVID-19				
2. To	RICARDO SALDANA, EMERGENCYMANAGEMENT				
3. From	EDUARDO OLIVAREZ, HEALTH & HUMAN SERVICES				
4. Message:	Emergency Purchase Notification	5. Date	6/25/21	6. Time	10:00 AM

7. State the reason for your emergency request

The additional forms for TB and Child Health are needed to expand our EMR system to provide additional services to our clients further expanding the services available during the current pandemic.

8. List and describe the items and quantities (supplies/resources) being requested to procure

REQUISITION - 436258
AMOUNT - \$66,000
VENDOR - NETSMART TECHNOLOGIES
MYINSIGHT PROFESSIONAL SERVICES

Approved

9. Acknowledged by

Name	<i>Ricardo Saldana</i>
Signature	<i>[Signature]</i>
Position/Title	<i>EMC</i>
Date	<i>6/25/2021</i>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Netsmart Technologies, Inc.
 Overland Park, KS United States

Certificate Number:
 2021-772811

Date Filed:
 06/29/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

Date Acknowledged:
 07/07/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

436258
 436258 - myInsight Professional Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Reg 436258

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Netsmart Technologies, Inc.
Overland Park, KS United States

Certificate Number:
2021-772811

Date Filed:
06/29/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

436258
436258 - myInsight Professional Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

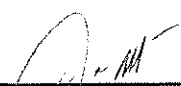
6 UNSWORN DECLARATION

My name is Joseph McGovern, and my date of birth is 8/3/59.

My address is 3500 Sunrise Hwy., Suite D122, Great River, NY, 11739, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Suffolk County, State of NY, on the 29th day of June, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

APPROVED

Purchasing Department
21. H. 1.

AI-81564

CC REGULAR AGENDA SPECIAL MTG Health & Human Services Dept.

Meeting Date: 07/13/2021

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Discussion, consideration, and action to approve a necessary American Rescue Plan expenditure to cover cost not accounted for in the current budget and cannot be lawfully funded by line item, allotment or allocation, for the Electronic Medical Records, in order to assist with County Public Health expenses addressing the ongoing COVID-19 public health emergency; the Court having reviewed the Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use.

B.. Exemption from the competitive bidding requirements, pursuant to Texas Local Government Code 262.024(a)(1); an item must be purchased in case of a public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens; (2) an item necessary to preserve and protect the public health and safety of the citizens.

C. Approval of 4th Amendments to Netsmart Technologies, Inc. Master Agreement [C-20-227-06-30] to include the following services;

1. To outline the requirements and deliverables for the clients and use of Plexus Foundations implementation methodology to continue with GO Live Support in total amount of \$100,000.00
2. The purpose is to outline deliverables for the Client's my Insight with latest release of software to include the use of Plexus Foundations Home content and recommendation and continue with GO Live Insight for TB support for a total amount of \$66,000.00



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>08/09/2021</u>	Department:	<u>240 - Health & Human Service - Human Services Division</u>
Contract No.:	<u>C-20-227-06-30</u>	Effective Date:	_____
Description of Project:	<u>Amendment-#4</u>		
Awarded Vendor:	<u>Netsmart</u>		
CC Approval on	<u>07/13/2021</u>	AI-	<u>81564</u>

Routing of documents:

- _____ 1. Executive Office – Attn: Monica Salinas
- _____ 2. District Attorney's Office – Attn: Robert Viña
- _____ 3. County Judge's Office – Attn: Richard F. Cortez
- _____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- _____ 5. Purchasing Department – Attn: Yolanda Velasquez ext. 4881

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____



2812 S Bus Hwy 2811
Edinburg, Texas 78539
Phone (956) 318 2626
Fax (956) 318 2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date: 02/10/2021 Department: 240 - Health & Human Service - Human Services Division
Contract No.: C-20-227-06-30 Effective Date: 02/09/2021
Description of Project: 3rd Amendment to Master Agreement
Awarded Vendor: Netsmart Technologies, Inc.
CC Approval on 02/09/2021 AI- 79370

Routing of documents:

- ✓ 1. **Executive Office – Attn: Monica Salinas**
- ✓ 2. District Attorney's Office – Attn: Josephine Ramirez-Solis
- ✓ 3. County Judge's Office – Attn: Richard F. Cortez
- _____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- _____ 5. Purchasing Department – Attn: Jorge Garza ext. 4874

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

Purchasing **APPROVED**

186
P4/2

1. AI-79374 Approval of Supplemental Agreement NO. 1 to C-20-183-07-21 - SAMES, Inc. for Testing/Bio-Safety Laboratory Facility project to extend the termination date from July 20, 2021, to July 20, 2022.

P4/2

2. AI-79447 Requesting consideration and approval of the Interlocal Cooperation Agreement between Hidalgo County and La Joya Independent School District for the purpose of effectively responding to public health threats and emergencies

P1/4

3. AI-79370 Approval of Third Amendment to Netsmart Technologies, Inc. Master Agreement C-20-227-06-30 to include myInsight Configuration, Netsmart will provide consulting and project management services to continue GO Live Support of myInsight implementation project subject to 1295 compliance

H. District Clerk:

old 1. AI-79441
P4/3

Requesting approval to continue the preservation of Deed and Official Records volumes with Kofile Technologies, Inc. [awarded vendor] through HC membership/participation with GSA government contract (GS-35F-275AA) in the amount of \$104,899.31 through REQ#00428770 and authority for County Judge to sign all required documentation.

19. Executive Office: Valde

(A) n/a
Presentation for discussion of the following:
1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
2) Emergency situations occurring since last agenda meeting

20. ou

AI-79486 Discussion, consideration and possible action regarding:
A. County response to disaster/health emergency:
1. CARES Act Funds
2. Amendment to the Hidalgo County EMS Assistance Program (CARES)
B. Measures necessary to preserve public health and safety
C. Direction regarding County government operations, including but not limited to essential functions
Continue CDC guidelines

21. Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, (Consultation with Attorney), 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development) to discuss the following: P3/4

A. Real Estate Acquisition

in @ 11:21 AM
out @ 12:11 PM

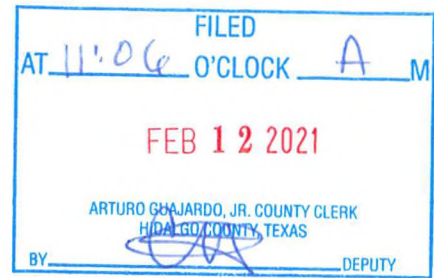
B. Private consultation and advice of counsel concerning pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privilege under the authority of the Open Meetings Act Section 551.071, Government Code.

C. Consultation with Legal Counsel regarding Legal Action due to emergency situation

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§



**3rd AMENDMENT TO MASTER AGREEMENT
 BETWEEN
 THE COUNTY OF HIDALGO
 AND
 NETSMART TECHNOLOGIES, INC.
 C-20-227-06-30**

WHEREAS, on June 30, 2020 Netsmart Technologies, Inc. and the County of Hidalgo entered into a Master Agreement;

WHEREAS, the County of Hidalgo’s Health and Human Services Department (HHSD) is in need of an additional software module which would give HHSD direct communications to the State of Texas Immunizations Registry in an effort to make the immunizations program more efficient.

WHEREAS, the parties desire to amend the Master Agreement hereinafter provided to include such additional service.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Master Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Netsmart Technologies, Inc. and the County of Hidalgo effective as of the 2nd day of February, 2021, hereby agrees to the following amendment to the Master Agreement:

1. Section “Master Agreement Expenditures” is hereby modified to include under “Annual Fees” the Netsmart service as follows:

myInsight Configuration Charge: \$ 64,400.00
(Netsmart will provide consulting and project management services to continue Go Live Support of myInsight Implementation Project)

2. Except as modified herein, all terms and conditions of the Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

SIGNATURE PAGE TO FOLLOW

Executed and effective as of the day and year first written above:

COUNTY OF HIDALGO, TEXAS
COUNTY JUDGE

NETSMART TECHNOLOGIES, INC.



Richard F. Cortez
Hidalgo County Judge




Joseph McGovern, 2/9/2021
EVP



Esteban Benjardo Jr.
Hidalgo County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 2/9/21 JRS

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: 
Josephine Ramirez Solis, Assistant District Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Netsmart Technologies, Inc.
Overland Park, KS United States

Certificate Number:
2021-710952

Date Filed:
01/28/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021-199
Project #2021-199 Requisition #428027

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Joseph McGovern, and my date of birth is 8/3/59.

My address is 3500 Sunrise Hwy., Suite D122, Great River, NY, 11739, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Suffolk County, State of NY, on the 2nd day of February, 2021.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Certificate Number:
2021-710952

Netsmart Technologies, Inc.
 Overland Park, KS United States

Date Filed:
01/28/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Date Acknowledged:
02/02/2021

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021-199
 Project #2021-199 Requisition #428027

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

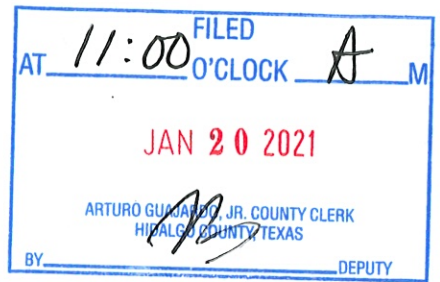
My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

**2ND AMENDMENT TO MASTER AGREEMENT
BETWEEN
THE COUNTY OF HIDALGO
AND
NETSMART TECHNOLOGIES, INC.
C-20-227-06-30**

WHEREAS, on June 30, 2020 Netsmart Technologies, Inc. and the County of Hidalgo entered into a Master Agreement;

WHEREAS, the County of Hidalgo's Health and Human Services Department (HHSD) is in need of an additional software module which would give HHSD direct communications to the State of Texas Immunizations Registry in an effort to make the immunizations program more efficient.

WHEREAS, the parties desire to amend the Master Agreement hereinafter provided to include such additional service.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Master Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Netsmart Technologies, Inc. and the County of Hidalgo effective as of the **12TH** day of **January, 2021**, hereby agrees to the following amendment to the Master Agreement:

1. Section "Master Agreement Expenditures" is hereby modified to include under "Annual Fees" the Netsmart service as follows:

Schedule Connect is the No-Contact Scheduling Portal (NCSP) Charge: \$ 47,914.00
(The No-Contact Schedule Portal (NCSP) allows for consumers to schedule appointments at nearby locations based on site capacity and prioritization)

2. Except as modified herein, all terms and conditions of the Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

SIGNATURE PAGE TO FOLLOW

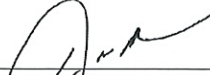
Executed and effective as of the day and year first written above:

**COUNTY OF HIDALGO, TEXAS
COUNTY JUDGE**

NETSMART TECHNOLOGIES, INC.



Richard F. Cortez
Hidalgo County Judge



Joseph McGovern,
EVP 1/14/2020

ATTEST:


Hidalgo County Clerk



**APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.**

By: 
Josephine Ramirez Solis, Assistant District Attorney

**APPROVED BY
COMMISSIONERS' COURT
IN: 1-12-21 mm**



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>01/14/2021</u>	Department:	<u>240 - Health & Human Service - Human Services Division</u>
Contract No.:	<u>C-20-227-06-30</u>	Effective Date:	<u>01/12/2021</u>
Description of Project:	<u>2nd Amendment to Master Agreement</u>		
Awarded Vendor:	<u>Netsmart Technologies, Inc.</u>		
CC Approval on	<u>01/12/2021</u>	AI-	<u>79006</u>


Routing of documents:

1. Executive Office – Attn: Monica Salinas
2. District Attorney's Office – Attn: Josephine Ramirez
3. County Judge's Office – Attn: Richard F. Cortez
4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
5. Purchasing Department – Attn: Yolanda Velasquez ext. 4881

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

- 2. AI-79006 A. Approval of Second Amendment to Netsmart Technologies, Inc. Master Agreement  C-20-227-06-30 (CC 06-30-20/R-AI-#75841 under CARES Act Relief Funds) to include the online scheduling software that will enable the general public to self register for the COVID 19 Vaccines at nearby locations which will facilitate the administration of the vaccines as well as ensuring the submission of data to the State of Texas Immunization Registry. (Audio Reference 1h:33m 23s)

APPROVED

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 17.D.2.A.

Vote: 5 - 0 -Unanimously

- B. Due to the on-going pandemic and efforts to protect the health and safety of the citizens of the county, requesting Ratification of issuance of Purchase Order #825846 so as to accelerate the process. (Audio Reference 1h:34m 07s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 17.D.2.B.

Vote: 5 - 0 – Unanimously

- 3. AI-78056 Acceptance and approval of Work Authorization #2, C-20-204-06-09, with B2Z Engineering (Construction Manager), for the HHSD Testing and Bio-Safety Lab in the amount of \$135,164.24. (Audio Reference 1h:34m 38s)

Martha Salazar stated that there was an observation made by the Auditor's Office, as to what would be the funding source, and stated that Sergio Cruz would confirm the source.

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on item 17.D.3.

Vote: 5 - 0 - Unanimously

18. **Executive Office:**

- A. Presentation for discussion of the following:
 - 1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
 - 2) Emergency situations occurring since last agenda meeting (Audio Reference 1h:35m 16s)

Valde Guerra stated that no action was to be taken on items 18.A.1 & 2.

The court proceeded to item 20 - Closed Session. (Audio Reference 1h:35m 25s)

19. Discussion, consideration and possible action regarding:

- A. County response to disaster/health emergency:
 - 1. CARES Act Funds (Audio Reference 1h 39m:46s)

Valde Guerra stated that no action was to be taken on item 19.A.1.

- B. Measures necessary to preserve public health and safety (Audio Reference 1h 39m:56s)

Valde Guerra stated that no action was to be taken on item 19.B.

- C. Direction regarding County government operations, including but not limited to essential functions (Audio Reference 1h 40m:04s)

APPROVED

AI-79006

Purchasing Department
17. D. 2.

CC REGULAR AGENDA SPECIAL Health & Human Services Dept.
MTG

Meeting
Date: 01/12/2021

Submitted Marty Salazar, PURCHASING DEPT.

For:

Submitted Yolanda Velasquez, PURCHASING DEPT.

By:

Department: PURCHASING DEPT.

Information

CAPTION

✓ A. Approval of Second Amendment to Netsmart Technologies, Inc. Master Agreement C-20-227-06-30 (CC 06-30-20/R-AI-#75841 under CARES Act Relief Funds) to include the online scheduling software that will enable the general public to self register for the COVID 19 Vaccines at nearby locations which will facilitate the administration of the vaccines as well as ensuring the submission of data to the State of Texas Immunization Registry.

B. Due to the on-going pandemic and efforts to protect the health and safety of the citizens of the county, requesting Ratification of issuance of Purchase Order #825846 so as to accelerate the process.

BACKGROUND

Requisition #426194 for total of \$ 47, 914.00

Fiscal Impact

CALENDAR
YEAR: 2021 ACCT. #: 1-1287-441-42-115-096-0-336

FUNDS
AVAILABLE Y/N?: Y MATCHING
FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available; req# 426194.

This item has previously been approved as CARES Relief Eligible and this module is eligible as well.

Attachments

Form 1295

2nd Amendment

Legals review and ok

Netsmart-SAM.gov

Req-426194

AI-75841-C-20-227-06-30

Form Review

Inbox	Reviewed By	Date
Martha Salazar	Marty Salazar	01/06/2021 02:24 PM
Yolanda Velasquez	Yolanda Velasquez	01/06/2021 02:40 PM
Martha Salazar	Yolanda Velasquez	01/06/2021 02:42 PM
Purchasing - Internal	Marty Salazar	01/08/2021 11:05 AM
Purchasing - Internal	Marty Salazar	01/08/2021 11:22 AM
Budget & Management	Veronica Ortiz	01/08/2021 12:59 PM
Final Approval	Monica Salinas	01/08/2021 05:41 PM
Form Started By: Yolanda Velasquez		Started On: 01/06/2021 11:45 AM
Final Approval Date: 01/08/2021		

FILED
AT 4:15 O'CLOCK P.M.

SEP 08 2020

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

ARTURO GUAJARDO JR. COUNTY CLERK
HIDALGO COUNTY TEXAS
BY [Signature] DEPUTY

AMENDMENT TO MASTER AGREEMENT
BETWEEN
THE COUNTY OF HIDALGO
AND
NETSMART TECHNOLOGIES, INC.
C-20-227-06-30

WHEREAS, on June 30, 2020 Netsmart Technologies, Inc and the County of Hidalgo entered into a Master Agreement;

WHEREAS, the County of Hidalgo's Health and Human Services Department (HHSD) is in need of an additional software module which would give HHSD direct communications to the State of Texas Immunizations Registry in an effort to make the immunizations program more efficient.

WHEREAS, the parties desire to amend the Master Agreement hereinafter provided to include such additional service.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Master Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Netsmart Technologies, Inc and the County of Hidalgo effective as of the 01st day of September, 2020, hereby agrees to the following amendment to the Master Agreement:

1. Section "Master Agreement Expenditures" is hereby modified to include under "One-Time Charges" the Netsmart service as follows:

CareConnect Professional Services Charge: \$5,000

2. Section "Master Agreement Expenditures" is hereby modified to include under "Recurring Charges" the CareConnect service as follows:

CareConnect Immunization Connector (sub)

Qty. 1 Unit. Each/Mo Price: \$200 Term: 58 Total First year: \$2,400

3. Except as modified herein, all terms and conditions of the Master Agreement, as amended, remain in full all other provisions in the original master agreement will remain in effect.

Executed and effective as of the day and year first written above:

**COUNTY OF HIDALGO, TEXAS
COUNTY JUDGE**

NETSMART TECHNOLOGIES, INC.



Richard F. Cortez
Hidalgo County Judge



Joseph McGovern,
EVP

09 - 02 - 2020

ATTEST:


Hidalgo County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 9/1/20 

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: David R. Cantu
David R. Cantu, Assistant District Attorney

Presented to: Rigo Hinojosa
 Hidalgo County Health Departm
 1304 S. 25th Street
 Edinburg, TX 78539

Netsmart Contact: Sarah Neal (sneal@ntst.com)
 1 (913) 272-2133
 Remit to: Netsmart Technologies, Inc.
 PO Box 823519
 Philadelphia, PA 19182-3519

Quote Summary - Hidalgo County_CareConnect Immunizations

Non-Recurring Fees		Recurring Fees (First Year)	
Professional Services	\$5,000.00	Software	\$2,400.00
Total Non-Recurring Fees \$5,000.00		Total Recurring Fees	\$2,400.00
		Total Fees	\$7,400.00

Solution Summary

*Professional Services

Professional Services are based on Netsmart's Scope of Work document, which is contained in a separate document. Professional Services are for a set level of effort that is based on Netsmart's exclusive understanding of the requirements. Any changes to the requirements or Netsmart's understanding thereof, may require additional funds from the client. Netsmart will notify the client in advance of any changes to the required funding and the client shall have the right to either purchase the additional level of effort or stay with the initial scope of work.

*CareConnect Immunization

CareConnect Immunization connects to state immunization registries via a secure, HIPAA-compliant HL7 interface in states that authorize those connections, and to several other state immunization registries via state-specific connections. This connection enables facilities to manage vaccine supplies, assist in pandemic flu and emergency preparedness, and support links to other existing child health databases.

Non-Recurring Fees Detail

	Qty	Unit	Price	Total
CareConnect Immunization Implementation				\$5,000.00
Professional Services				
CareConnect Professional Services				\$5,000.00
-- Immunizations Implementation to Immtac2				
			Total Fees	\$5,000.00

Recurring Fees Detail

	Qty	Unit	Price	Term (mo)	Total (First Year)
Software					
CareConnect Immunization Connector (Sub)	1	EACH/MO	\$200.00	58	\$2,400.00
-- Bi-Directional Connection to Immtac2					
				Total Fees	\$2,400.00

Terms and Conditions

Netsmart Pricing and Payment Policies

All fees set forth in this quote are due net 30 days, unless otherwise set forth in the master agreement that is identified at the end of this quote. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at <http://www.ntst.com/ARpolicy>

The following terms apply to this quote:

- Valid until the expiration date shown above.
- Subject to and incorporates the terms and conditions of the master agreement.
- Unless identified separately below, does not include on site services or assistance, or charges for travel, living expense or travel time.

- Subscription services will be available commencing upon Project Kickoff, with charges for subscription services payable at that time.
- Professional Services
 - Quoted professional services totaling less than or equal to \$10,000 are payable on the Effective Date.
 - Quoted professional services totaling more than \$10,000 will have the following payment terms: 50% due upon the Effective Date with the remaining 50% due 90 days after the Effective Date.
- FOB Origin. Shipping and taxes will be separately charged and added to the invoice with other charges quoted above.
- Netsmart has no obligation with respect to the software, hardware and/or services described in this quote until a binding agreement incorporating the terms of this proposal is executed between you and Netsmart.

Unless otherwise set forth in a Master Agreement, all recurring items included in this quote will be subject to an annual increase at a rate of 3.5% beginning one year following execution.



CONTRACT TO BE APPLIED TO THIS QUOTE BY REFERENCE

QUOTE ACCEPTED AND INCLUDED UNDER THE REFERENCED AGREEMENT

Master Agreement

[Leave blank if this is a Quote subject to a new agreement]

QUOTED ITEMS TO BE SHIPPED AND BILLED TO THE FOLLOWING:

Signature:

Billing

Address:

Name

Title:

Date:

Shipping

Address:

Client PO Number:

Payment Method:

Payment Due upon Execution:

APPROVED

AI-77080

Purchasing Department
20. E. 2.

CC REGULAR AGENDA SPECIAL Health & Human Services Dept.
MTG

Meeting
Date: 09/01/2020

Submitted Marty Salazar, PURCHASING DEPT.

For:

Submitted Yolanda Velasquez, PURCHASING DEPT.

By:

Department: PURCHASING DEPT.

Information

CAPTION

A. "Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover the estimated cost not accounted for in the current budget and cannot be lawfully funded by line item, allotment or allocation, for the additional Electronic Medical Records Module and the implementing of the migration and supplies, in order to assist with County Public Health expenses addressing the ongoing COVID-19 public health emergency; the Court having reviewed the Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use.";

B. Exemption from the competitive bidding requirements, pursuant to Texas LGC 262.024 (a)(1): an item that must be purchased in case of a public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens; (2) an item necessary to preserve and protect the public health and safety of the citizens;

C. The Health and Human Services Department (HHSD) has identified a need to add a module available through Electronic Medical Records (EMR) software system which was procured through Netsmart (AI 75841 on 06/30/20) and an Amendment to Master Agreement to include this software module for direct communication to the State of Texas Immunizations Registry is required.

BACKGROUND

Compliance with HB 1295

Fiscal Impact

CALENDAR YEAR: 2020 ACCT. #: 0-1287-441-42-115-096-0-751

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

This item was deemed eligible through CARES Act Relief Funds.
Funds available as of 9/1/2020; obj. 751

Attachments

Amendment

Legal Review and OK

Netsmart Quote

Briefing

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/28/2020 02:43 PM
Budget & Management	Veronica Ortiz	08/28/2020 02:49 PM
Final Approval	Monica Salinas	08/28/2020 06:48 PM
Form Started By: Yolanda Velasquez		Started On: 08/26/2020 08:53 AM
Final Approval Date: 08/28/2020		



MASTER AGREEMENT FOR SAAS LICENSED SOFTWARE & SERVICES

Effective as of the date this Master Agreement is last signed by the parties (the “Effective Date”)

By and Between Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 (“Netsmart”)	And Hidalgo County, TX 1304 S 25 th Ave Edinburg, TX 78539 EIN: State tax exempt: No
Attention: Joseph McGovern, EVP Telephone No: (631) 968-2012 E-mail Address: jmcgovern@ntst.com Notices to be sent to: Contracts_Notice@ntst.com	Attention: Elena Gomez Telephone No: 956.318.2629 E-mail Address: elena.gomez@co.hidalgo.tx.us Notices to be sent to (if different):

This Master Agreement for SAAS Licensed Software 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 of the date(s) written below.

Netsmart Technologies Inc. BY: <u></u> _____ Joseph McGovern _____ (PRINTED NAME) TITLE: <u>EVP</u> _____ DATE: <u>06 - 26 - 2020</u> _____	Hidalgo County, TX BY: <u></u> _____ Richard F. Cortez _____ (PRINTED NAME) TITLE: <u>County Judge</u> _____ DATE: <u>6/30/20</u> _____
---	---

APPROVED BY
 COMMISSIONERS' COURT
 ON: 6/30/20

Table of Contents	
Title	Description
Master Agreement Expenditures	Charges and payment terms
Master Agreement Terms and Conditions	Governing terms and conditions of the Agreement
Schedule A	Support Services for Licensed Software
Schedule A-1	Hosting Service Level Agreement (SLA)
Schedule B	Hardware Configuration
Schedule C	Changes to the Master Agreement
Netsmart Subscription Addendum	Supplemental terms for Subscription Products
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>
myInsight Implementation	1	177,400.00	Due on Agreement execution
myInsight Conversation	1	45,000.00	Due on Agreement execution
myInsight Hosting Set Up Fee	1	9,500.00	Due on Agreement execution
Order Connect Implementation	1	9,600.00	Due on Agreement execution
Care Connect implementation <i>*Includes CareConnect Inbox, Lab Orders, Lab Results and HIE Connector</i>	1	30,000.00	Due on Agreement execution

RECURRING CHARGES:

<u>Netsmart Annual SaaS Subscription</u>	<u>Qty</u>	<u>Charges (\$)</u>	<u>Payment Terms</u>
myInsight SaaS Named User *Annual price is based upon a rate of \$28.45 per named user per month and a minimum purchase of 142 named users per month per year. Additional named users can be added at a rate not less than \$28.45 per named user per month for a period of one year from the date of this Master Agreement.	142	48,478.80	Prorated Annual fee (from signing through end of then current year) due on the Effective Date. Annual payments beyond Year 1 prorated fee are due on each January 1 and are subject to increases as per the Master Agreement.

<u>Netsmart Subscriptions</u>	<u>Qty</u>	<u>Charges (\$)</u>	<u>Payment Terms</u>
OrderConnect:			
OrderConnect Base Fee	1	1,500.00	Prorated Annual fee (from project kickoff through end of then current year) due on the project kickoff date. Subsequent renewal terms payable on each January 1 and are subject to increases as per the Master Agreement.
OrderConnect Full Suite Prescribers	5	6,240.00	Prorated Annual fee (from project kickoff through end of then current year) due on the project kickoff date. Subsequent renewal terms payable on each January 1 and are subject to increases as per the Master Agreement.
OrderConnect Non-Prescribers	137	21,372.00	Prorated Annual fee (from project kickoff through end of then current year) due on the project kickoff date. Subsequent renewal terms

			payable on each January 1 and are subject to increases as per the Master Agreement.
CareConnect:			
CareConnect Inbox (Includes Direct Secure Messaging)	142	8,520.00	Prorated Annual fee (from project kickoff through end of then current year) due on the project kickoff date. Subsequent renewal terms payable on each January 1 and are subject to increases as per the Master Agreement.
HIE Connector	1	2,400.00	Prorated Annual fee (from project kickoff through end of then current year) due on the project kickoff date. Subsequent renewal terms payable on each January 1 and are subject to increases as per the Master Agreement.
Lab Results Inbound Interface	1	2,400.00	Prorated Annual fee (from project kickoff through end of then current year) due on the project kickoff date. Subsequent renewal terms payable on each January 1 and are subject to increases as per the Master Agreement.
Lab Order Outbound Interface	1	2,400.00	Prorated Annual fee (from project kickoff through end of then current year) due on the project kickoff date. Subsequent renewal terms payable on each January 1 and are subject to increases as per the Master Agreement.
Third Party Subscriptions			
	<u>Qty</u>	<u>Charges (\$)</u>	<u>Payment Terms</u>
Diagnosis Content On Demand *Includes Access to the DSM5 Library or 28 Named Users	1	1,425.72	Prorated Annual fee (from project kickoff through end of then current year) due on the project kickoff date. Subsequent renewal terms payable on each January 1 and are subject to increases as per the Master Agreement.
Ultimedex Prescriber User Subscription	1	204.00	Prorated Annual fee (from project kickoff through end of then current year) due on the project kickoff date. Subsequent renewal terms payable on each January 1 and are subject to increases as per the Master Agreement.

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.			
<u>TRAVEL AND LIVING AND TRAVEL TIME EXPENSES</u> Refer to Statement of Work for travel.			See Statement of Work

**MASTER AGREEMENT TERMS AND
CONDITIONS**

1. SCOPE OF MASTER AGREEMENT

This Master 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;
- (b) Provide services such as project management, installation, training and support services to Subscriber and;
- (c) provide software SaaS services and permit Subscriber to load Data in the Netsmart SaaS Environment via a virtual private network ("VPN") or Secure Socket Layer ("SSL").

2. DEFINITIONS

As used in this Master 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 Subscriber and the payment terms for the right to use the Software Services, for all services provided to Subscriber and for hardware or other Third Party Products acquired by Subscriber 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 Subscriber during the performance of this Master Agreement.
- (d) "Hardware Configuration" means the computer hardware required to install and operate the Software Services. A description of the recommended Hardware Configuration is set forth in Schedule B attached hereto.
- (e) "Month 1" means the first day of the first month after mutual contract execution.
- (f) "Netsmart Programs" means the Netsmart commercial computer programs in object code form and their associated documentation listed on the Master Agreement Expenditures page.
- (g) "Problem or Defect" means any failure of the Software Services to operate in substantial conformance with the Specifications.
- (h) "SaaS Environment" means the hardware and software in Netsmart's data center that are used to provide access to the Software Services as defined in this Master Agreement.
- (i) "Scope Document for Plexus Implementation Plan" or "SOW" means the detailed work plan

incorporated by reference and attached to this Master Agreement.

- (j) "Services" means the installation, training and other services to be provided by Netsmart as described in the SOW.
- (k) "SLA" is an abbreviation for Service Level Agreement. The SLA describes the functions, features and performance capabilities of the SaaS Environment as available at Client's site and is set forth in Schedule A-1.
- (l) "Software Services" means the right to access the Netsmart Programs in accordance with the SOW in the Netsmart SaaS Environment.
- (m) "Specifications" means the description and features of the Software Services as set forth in the (electronic or physical) commercial computer software documentation relating to the Software Services supplied to Subscriber by Netsmart hereunder.
- (n) "Support Services" means the maintenance and support services to be provided by Netsmart in accordance with Schedule A.
- (o) "Third Party Products" means any commercial software products acquired by Netsmart from an outside vendor on behalf of Subscriber under the terms of this Master agreement. Third Party Products consisting of software are called Third Party Programs.
- (p) "Year 1" means the period from the Effective Date through its one year anniversary.

3. SOFTWARE SERVICES

- a) Software Services. Netsmart hereby grants Subscriber a non-exclusive, royalty-free, non-transferable subscription license to use the Software Services in object code form only:
 - i) for Subscriber's internal business purposes and not to process the data of any other entity;
 - ii) to support the number of users of the Software Services set forth on the Master Agreement Expenditures page;
 - 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 Master Agreement) on Subscriber's equipment for Subscriber's internal business purposes provided they are added as named users for the Software Services.

- b) SaaS Environment. Netsmart hereby grants Subscriber a non-transferable, non-exclusive right to access the SaaS Environment from Netsmart's



- data center for the Initial Term (and any Option Term).
- c) Except as expressly stated in this Master Agreement, no other rights, express, implied or otherwise are granted to Subscriber.
 - d) The Third Party Products are licensed subject to the same restrictions as are set forth in 3(a) above as well as such other restrictions as may be set forth in this Master Agreement.
 - e) Nothing in this Master Agreement will be deemed to convey any title or ownership interest in the Software Services or the SaaS Environment to Subscriber. Subscriber acknowledges Netsmart's rights and the rights of the owner of the Third Party Products in the Software Services and agrees that the Software Services are trade secrets and unpublished works on which Netsmart and such third party(s) hold and will hold the sole and exclusive copyright. Subscriber will not dispute the rights of Netsmart and the third party(s) in the Software Services and will not sell, disclose, lease, sublease, lend or otherwise make the Software Services or SaaS Environment available to others including third party hosting providers.
 - f) No copies of the Software Services may be made by Subscriber without the prior written consent of Netsmart except for backup purposes in accordance with normal data processing practices. Subscriber agrees to reproduce any copyright notices and/or other proprietary legends, regardless of form, contained in, affixed to, or appearing on the Software Services.
 - g) Subscriber will not disassemble or reverse engineer any of the Software Services nor attempt to access or modify the source code version of the Software Services and will not make any derivations, adaptations, or translations of the Software Services in whole or in part, nor use the Software Services to develop functionally similar computer software or to otherwise compete with Netsmart.
 - h) If suggestions made by Subscriber are incorporated into subsequent versions of the Software Services, Subscriber hereby assigns to Netsmart all rights Subscriber may have in and to any suggestions, concepts, or improvements concerning the Software Services that may result from Subscriber communications to Netsmart.
 - i) Subscriber agrees to permit Netsmart to verify the number of users using the Netsmart Programs and Third Party Products. Should this verification identify usage of the Netsmart Programs and Third Party Products in excess of the number of licensed users, Subscriber agrees to immediately pay Netsmart's invoice for the

then-current prices for such Netsmart Programs and Third Party Products for each additional user license.

- j) If certain Third Party Products are being licensed under this Agreement, Subscriber agrees to the pass through terms that apply to those Third Party Products at <http://www.ntst.com/passthroughterms/index.aspx>. Notwithstanding the foregoing, nothing contained in the third party pass through terms will diminish Netsmart's obligations under this Agreement and as between Netsmart and Subscriber, in the event of a conflict of terms, the terms of this Agreement shall prevail.
 - k) Protection of Subscriber's Data. Netsmart's data center facility is located in the United States. Netsmart will maintain the Data in accordance with generally accepted security standards applicable to protected health information and as required by law. Under no circumstance shall Netsmart attempt to access or permit access to Data that is not required for the performance of Netsmart's obligations under this Master Agreement. Upon termination of this Master Agreement, for any reason, Netsmart will make a machine readable copy of the Data available to Subscriber. Netsmart retains no rights or ownership to the Data.
4. **TERM**
- a) The Initial Term of this Master Agreement will be 60 months from the Effective Date ("Initial Term") subject to earlier termination when permitted under Section 12.
 - b) After the first thirty six (36) months of the Initial Term, either party may terminate this Master Agreement with or without cause upon 90 day written notice of termination.

5. **IMPLEMENTATION**

The Scope Document for the Plexus 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 Software Services 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 3% increase annually. Netsmart may further increase recurring Charges for Third Party Products, if such increase from Netsmart's third party supplier exceeds the amount permitted under this Section. Netsmart agrees any such additional increase shall be at the same rate charged by the third party supplier.
- c) With the exception of the initial invoice which is due upon Master Agreement signing, invoices are payable net thirty (30) days after invoice date. Thereafter, any outstanding balance will bear simple interest at the lower of 18% per annum or the highest interest rate permitted by law. Failure to make timely payment is considered a material default of the Master Agreement. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at <http://www.ntst.com/ARpolicy>.

7. TAXES

The Charges set forth in this Master Agreement do not include any taxes. Where applicable, there 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 Software Services will substantially conform in all material respects with their Specifications and the attached SOW. If a Problem or Defect occurs, 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 the right to grant the subscription licenses granted to Subscriber hereunder and that to the best of Netsmart's knowledge the Software Services do not infringe upon or violate the United States patent rights of any third party and do not infringe upon or violate 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 Software

Services by Subscriber or anyone acting with the consent of or under the direction of Subscriber, then (i) with respect to the warranty made under Section 8(a), Netsmart shall have no obligation or liability to Subscriber with respect to any Problem or Defect caused by such modifications, additions or alterations, and (ii) with respect to the representation and warranty under Section 8(b), Netsmart shall have no obligation or liability to Subscriber with respect to any third party claim of patent, copyright or trade secret infringement or misappropriation arising from such modifications, additions or alterations. Subscriber will have an affirmative obligation to immediately inform Netsmart in writing of any modifications, additions or alterations.

- d) The limited warranty described herein will not apply unless the Subscriber'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 SOFTWARE SERVICES, 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, SUBSCRIBER MAY TERMINATE THE MASTER AGREEMENT PURSUANT TO SECTION 11 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 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 MASTER 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 MASTER AGREEMENT.

11. INDEMNIFICATION

a) In the event of any claim by a third party against Subscriber (the "Claim"), alleging that the use of 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 Software Services with a non-infringing program, then Netsmart or Client may terminate the Agreement but Netsmart will provide one-time data transition services to Subscriber at no cost to Subscriber. 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 in combination with other products or services not made or furnished by Netsmart, provided that the Software Services alone are not the cause of such Claim; or (ii) the modification of the Software Services or any portion thereof by anyone other than Netsmart, provided that the Software Services in unmodified form are not the cause of such Claim.

b) To the extent allowed under the Constitution and laws of the state of Texas 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 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 Master Agreement on written notice to the defaulting party.
- b) To the extent allowed by the Texas Public Information Act, Subscriber will, within thirty (30) days of the date of termination or expiration of this Master Agreement, erase from all computer storage any image or copies of the Software Services, related specifications and documentation it may have and will certify in writing to Netsmart that the original and all copies of such property have been destroyed.
- c) Notwithstanding any termination or expiration of this Master Agreement for any reason, the terms and conditions set forth in the following Sections of this Master Agreement will survive and will be binding on the representatives, successors, heirs and assignees of the parties:
 - i) Section 10 "Limitation of Liability"
 - ii) Section 11 "Indemnification"
 - iii) Section 12 "Termination"
 - iv) Section 13 "Confidentiality"
 - v) Section 14 "Non-Solicitation"
 - vi) Section 16 "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.
- b) During the implementation phase of the project, communications between the parties, such as status reports, scheduling updates, information Subscriber provides about workflows, forms, reporting will be kept confidential to provide a candid environment for continuing discussions.
- c) 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.

- d) 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 Products including, without limitation the Software Services and to maintain the confidentiality of such information, 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; and (ii) effecting sufficient security measures including, at the reasonable request of Netsmart, non-disclosure agreements with its employees, to safeguard such information from theft or from access by unauthorized parties.
- e) The parties understand that this agreement is subject to the provisions of Texas Government Code 552; the Texas Public Information Act.

14. NON-SOLICITATION

During the term of this Master Agreement and for a period of one (1) year following its termination or expiration, 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 Master Agreement will be construed in accordance with the laws of the State of Texas, without giving effect to the conflict of law rules thereof. Both parties agree

this Master Agreement does not constitute a consumer transaction.

- (b) **Entire Master Agreement.** This Master 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 Master Agreement, the latest dated document will prevail.
- (c) **Modifications.** This Master Agreement may not be modified except in 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: Corporate Counsel" and emailed to Contracts_Notice@ntst.com. Notices will be effective upon the date when delivery is either effected or refused.
- (e) **Waiver.** A waiver of a breach or default under this Master 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 Master 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 becomes 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 Master 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 subscription license granted hereunder to Subscriber may not be assigned, or sublicensed, or shared, nor may Subscriber use the Software Services to provide the software features as a service (Software as a Service) to a third party, whether for the benefit of Subscriber or others, without the written consent of Netsmart. Subscriber may, however, assign all of its rights under this Master 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 Master 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. Severability. If any provision of this Master 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 Master Agreement will not be affected in any way.
- (k) This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original.
- (l) **Electronic Signature.** This Master Agreement may be executed by electronic signature as follows:
 - (i) a fax copy of this Master Agreements 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 Master Agreement with a signature page bearing the image of a handwritten signature.
- (m) **Headings.** The headings of the paragraphs and sections of this Master Agreement are for convenience only and will not control or affect the meaning or construction of any provision of this Master Agreement.
- (n) **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 Software Services 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 as a part of the SaaS offering subject to the terms and conditions of this License and Service Master Agreement.

- a) Netsmart will maintain the then-current version of the Software Services in substantial conformance with its Specifications as amended from time to time by Netsmart, and with applicable Federal regulatory requirements and laws. Netsmart will either:
 - (i) Correct any reproducible Problems or Defects in the Software Services 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. Subscriber will make requests for Support Services by giving Netsmart written notice specifying a Problem or Defect in the Software Services. In making a verbal request for Support Services, Subscriber 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) On a timely basis Netsmart will also provide Subscriber with:
 - (i) such updates as are distributed without charge to other similar Subscribers which reflect modifications and incremental improvements made to the Software Services by Netsmart;
 - (ii) an opportunity to obtain enhancements to the Software Services for which charges are imposed on the same terms as such enhancements are generally made available to other Subscribers.
- d) Netsmart will make technical support personnel available from 9:00 a.m. to 6:00 p.m., Client's local time Monday through Friday, exclusive of Federal holidays.
- e) Netsmart will ensure all connectivity to Subscriber's system is through the NetsmartCares single point of connectivity utility which audits Netsmart's activity on Subscriber's system(s) when Netsmart is connected to Subscriber's system(s). These audit logs are retained for 90 days.
- f) If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to Hardware used by Subscriber, the hardware's system software, or applicable software other than Software Services, or Subscriber's misuse or modification of the Software Services, 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 Software Services. Subscriber will, at Netsmart's option, pay Netsmart for the cost of analyzing the reported problem at Netsmart's then prevailing time-and-materials rate.
- g) Absent a bona fide dispute, if Subscriber fails to pay for Charges when due, Netsmart may refuse to provide Support Services until Subscriber makes payment of all Charges due.
- h) The Guardian™ software diagnostic tool is included, configured and maintained at no additional charge provided Client is up to date with its Charges. The Guardian software monitors the health of Client's instance of the Software Services, 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.
- i) 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:

(Continued on next page)

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. Notwithstanding the above, Netsmart will work continuously toward resolution.</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 business days.
2 – High	<p>Priority 2: will be assigned to defects in the live production environment that have a significant negative impact on daily operations but do not cause a “System Down”. A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days.</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 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 SaaS or Hosting Services

1. Coverage

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

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

2. System Availability Calculation

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

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

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

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

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

- c) Client is permitted to audit the Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of the Unscheduled Downtime. This audit must take place within 30 days of the month end.
- d) Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the recurring SaaS 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 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 System Availability caused or associated with:

- a. Circumstances beyond Netsmart's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, 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 Netsmart system environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM – 5:30AM EST.
5. **Credit Request and Payment Procedures**
In order to receive a credit, 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 SaaS fees 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



Netsmart Subscription Products Addendum (“Addendum”)

1. **Subscription Products and Services Descriptions.** This Addendum is a supplement to the Master Agreement whereas the terms and conditions of this Addendum will apply to “Subscription Products and Services” identified in Section 2.
2. Subscription Products and Services will include all generic versions, corrections, enhancements and improvements developed by Netsmart during the Term of this Addendum:

<input checked="" type="checkbox"/>	OrderConnect	<input type="checkbox"/>	Not Included
<input checked="" type="checkbox"/>	CareConnect	<input type="checkbox"/>	Not Included
<input type="checkbox"/>	CarePathways Measures Reporting	<input checked="" type="checkbox"/>	Not Included
<input type="checkbox"/>	Carequality	<input checked="" type="checkbox"/>	Not Included
<input type="checkbox"/>	KPI Dashboards	<input checked="" type="checkbox"/>	Not Included
<input type="checkbox"/>	myHealthPointe Portal	<input checked="" type="checkbox"/>	Not Included
<input type="checkbox"/>	ProviderConnect	<input checked="" type="checkbox"/>	Not Included

3. **Supplemental Definitions**

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

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

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

“Care Provider” means an organization that provides medical or health services and any other person or organization that furnishes, bills, or is paid for health care in the normal course of business including a



hospital, critical access hospital, skilled nursing facility, or comprehensive outpatient rehabilitation facility.

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

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

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

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

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

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

4. License Terms and Conditions

- A. The Subscription Products and Services are specifically included within the grant of license and term of license as “Netsmart Programs” under the Master Agreement.
- B. Licensee grants to Netsmart a non-exclusive, non-transferable license (the “Usage License”) to use all Patient Data for the sole purpose of operating the Subscription Products and Services for the benefit of Licensee and its clients and for maintaining the Subscription Products and Services (for example, creating backups of the Patient Data or moving it between servers) so long as Netsmart has a bona fide need to do so subject to and for the sole purpose required by this Addendum and the Master Agreement. The Usage License does not confer on Netsmart any right to share Patient Data with third parties other than Netsmart employees or consultants who are bound by agreements that contain confidentiality provisions equivalent to those contained in the Master Agreement. The foregoing restriction on Netsmart’s use of Patient Data does not prohibit Netsmart from making use of Deidentified Data as described and permitted under HIPAA.
- C. Licensee shall pay Netsmart the Charges identified for the Subscription Products and Services on the Master Agreement Expenditure page for the initial term and any associated optional renewal term(s).
- D. If certain Third Party Products are being licensed under this Addendum, Licensee agrees to the pass through terms that apply to those Third Party Products at <http://www.ntst.com/passthroughterms/index.aspx>. Notwithstanding the foregoing, nothing contained in the third party pass through terms will diminish Netsmart’s obligations under this Addendum and



as between Netsmart and Licensee, in the event of a conflict of terms, the terms of this Addendum shall prevail.

- E. The parties agree to uphold their obligations under the terms of Business Associate Agreement between the parties.
- F. Only if KPI Dashboard is licensed, these additional terms and conditions shall apply:
 - Data Exchange. The nature of the KPI Dashboards requires that Netsmart have access to data, including protected health information as that term is defined under HIPAA, in order to extract information from the data and analyze, identify patterns and processes, using this information. This extract will occur nightly, unless a different extraction timeline is requested and agreed upon in writing by both parties. Client grants Netsmart a non-exclusive, non-transferable license to extract data from Client's electronic health record system, including protected health information or personally identifiable information. CLIENT also grants Netsmart a non-exclusive, non-transferable license to receive other data from CLIENT via direct database connection, or other file transfer methodology, in order to incorporate into KPI Dashboards. CLIENT grants Netsmart the right to de-identify their data and store it in a data warehouse, including comparing aggregated data among other organizations.

5. Term and Termination

- A. Netsmart will make the Subscription Products and Services available and Charges will apply, during a five (5) year term commencing on Project Kickoff and ending coterminous with the Master Agreement (unless otherwise stated on the Master Agreement Expenditures page) ("Initial Term"). After the Initial Term, the Subscription Products and Services will continue to be available to Licensee for additional terms of twelve (12) months, commencing on each subsequent Anniversary Date, subject to any increases as stated in the Master Agreement, unless and until either party gives the other written notice of termination as stated on the Master Agreement. In the event that Licensee discontinues using the Subscription Products and Services for any reason, Licensee shall be entitled to the return of all Data entered into the Subscription Product. In the event Netsmart ceases doing business, Licensee shall also be entitled to the return of all data entered into the Subscription Product. In the event data is returned to Licensee, it will be provided in comma delimited file format or another format mutually agreed to by both parties.
- B. Either party may terminate this Addendum in the event the other is in material breach of the terms of this Addendum, or as permitted under the Master Agreement.

6. Licensee Obligations

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

- A. That it has no ownership rights in data or information in the DID services or content.
- B. To restrict use of Drug Information Data to licensed healthcare professional directly connected with the Licensee, either as an employee or an authorized affiliate. Such use shall be made only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between the Licensee and the publisher of the Drug Information Data, Licensee assumes full responsibility for ensuring the appropriateness of using and relying upon the information supplied by the Drug Information Data publisher, in view of all attendant circumstances, indications and contraindications. Except as provided above, it will not otherwise make the DID content available to any person, or entity including the government, whether affiliated or not, except as required by subpoena or other legal process and after notice to the owner of the content.



- C. To maintain accurate and up to date Patient Data in all systems covered by the Master Agreement. Licensee hereby represents and warrants that it has obtained all authorizations and consents required under all applicable laws from each individual whose Patient Data it sends, receives or accesses through the Subscription Products and Services in order for Licensee to provide Patient Data to Netsmart (and its third party vendors if applicable) and for Netsmart and its third party vendors to receive, access and use Patient Data to provide the Subscription Products and Services in accordance with this Addendum. Licensee agrees to 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 a breach of this representation and warranty by Licensee.
- D. To provide support to its Users and Consumers related to their use of the Subscription Products and Services.
- E. To notify Netsmart in the event Licensee becomes aware of or suspects misuse, unauthorized access, data corruption or any other threat to the security of the Subscription Products system and related data or if Licensee receives a subpoena or other legal process requiring disclosure of Netsmart confidential information or DID content.

7. Netsmart Obligations

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

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

8. Limitation on Cumulative Liability for Subscription Products

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

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 Client is a Covered Entity.

RECITALS

- A. The purpose of this Agreement is to comply with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and all of the regulations promulgated under either of them, all as amended from time to time (collectively, “HIPAA”), 42 CFR Part 2.
- B. This Agreement and the Services Agreement (defined below) sets forth the terms and conditions pursuant to which Protected Health Information (“PHI”) that is provided, created, received, maintained or transmitted by Netsmart to, 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 set forth in HIPAA including, without limitation, 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 provides services for Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein, Netsmart may make any and all uses of PHI necessary to perform its obligations under any and all current mutually executed agreement(s) between the parties (“Services Agreement”). Additionally, Netsmart may use or disclose PHI for the purposes authorized by this Agreement, and, except as otherwise limited by this Agreement, for the proper management and administration of Netsmart or to carry out its legal responsibilities. Further, Netsmart may use PHI to report violations of law to appropriate Federal and State authorities consistent with 45 CFR §164.502 (j)(i); provided, however, that if such disclosures are not required by law, then (a) Netsmart must first obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (b) the person will notify Netsmart of any instances of which it is aware in which the confidentiality of the information has been breached.
- 2. **Responsibilities of Netsmart.** With regard to its use and/or disclosure of PHI, Netsmart hereby agrees to do the following:
 - (a) **Permitted Uses and Disclosure of Protected Health Information.** Use and/or disclose the PHI only as permitted or required by this Agreement, the Services Agreement, or as otherwise required by law;
 - (b) **Appropriate Safeguards.** Use commercially reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of such PHI and to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI as required by 45 CFR Part 164 Subpart C (“Security Rule”) and comply, where applicable, with the Security Rule. 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;
 - (c) **Documentation of Disclosures to Covered Entity.** Upon written request, make available during normal business hours at Netsmart’s offices all records, and accounts relating to the use and/or disclosure



of PHI to the Covered Entity within thirty (30) days for purposes of enabling Covered Entity to determine Netsmart's compliance with the terms of this Agreement;

(d) Provide Accounting of Disclosures. 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 PHI in accordance with 45 C.F. R. §164.526 and §164.528. If Covered Entity provides an amendment to an individual's PHI pursuant to 45 C.F. R. §164.526, Netsmart shall incorporate such amendment;

(e) Netsmart shall provide access to Covered Entity, within fifteen business days of written receipt of a request from Covered Entity, to PHI in a designated record set to meet the requirements of 45 C.F.R. §164.524. In the event any individual requests access to protected health information directly from Netsmart, Netsmart shall forward such request to Covered Entity within ten (10) business days after receipt;

(f) Subcontractor and Agents. Netsmart will ensure that 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;

(g) Reports of Successful Security Incidents. Report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted or required by this Agreement or a Security Incident of which Netsmart becomes aware within fifteen (15) days of Netsmart's discovery of such unauthorized use and/or disclosure. For purposes of this Agreement "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;

(h) Breach of Unsecured Protected Health Information. If Netsmart maintains, retains, modifies, records, stores, destroys or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. Part 164.402), 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 to have been accessed, acquired or disclosed during such breach. Netsmart shall also provide to Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual under 45 CFR §164.404(c) at the same time as Netsmart provides the initial notice of the breach or as promptly thereafter as information becomes available;

(i) Mitigation. Mitigate to the extent practicable, any harmful effect that is known to it of a use and/or disclosure of PHI in violation of the requirements of this Agreement;

(j) 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 and;

(k) Access to Books and Records. Make available all of its internal practices, records, books, policies and procedures relating to the use and/or disclosure of PHI received from, or created or received by Netsmart on behalf of Covered Entity, available to the Secretary of HHS for purposes of determining Covered Entity's compliance with HIPAA;



(l) Comply with Obligations. To the extent that Netsmart is to carry out an obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164 (the "Privacy Rule"), comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

3. **Responsibilities of Covered Entity.** With regard to the use and/or disclosure of PHI by Netsmart, Covered Entity hereby agrees:

(a) Provisions of Notice of Privacy Practices. To inform Netsmart 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) Notice of Changes to Individuals PHI. To inform Netsmart of any changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals whose PHI may be used and/or disclosed by Netsmart under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and

(c) Notification to Restrictions of PHI. To notify Netsmart in writing and in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by Covered Entity as provided for in 45 C.F.R. §164.522.

(d) Request to Use or Disclose PHI. Covered Entity shall not request Netsmart to use or disclose PHI 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 Services Agreement, Netsmart may use or disclose PHI for Netsmart'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, whose services may be used to fulfill obligations under this Agreement, are or will be appropriately informed of its obligations under HIPAA.

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 written mutual agreement of the parties. Notwithstanding the foregoing, this Agreement will remain in effect as long as Netsmart is in possession of any PHI 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 has breached a material provision of this Agreement, provided that Covered Entity agrees that if a breach is curable, it will: (i) provide Netsmart with five (5) days written notice of the existence of an alleged material breach; and (ii) afford Netsmart 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 Services agreement.

(c) Return or Destruction of PHI. Netsmart will return to Covered Entity or destroy (when feasible), within thirty (30) days of the termination of this Agreement. If the return of the protected health information is not feasible, the protections of this Agreement shall automatically be extended to such protected health information and the further uses and disclosures shall be limited to only those purposes that make the return or destruction of the protected health information infeasible.



6. **Miscellaneous Provisions.**

- (a) **Survival.** The respective rights and obligations of Netsmart and Covered Entity under the provision of Sections 2(h) will survive the termination of this Agreement until such information is able to be returned or destroyed.
- (b) **Incorporation.** The terms of this Agreement are fully incorporated in and subject to the terms of the Services Agreement.
- (c) **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.
- (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: Privacy Officer" and emailed to Contracts_Notice@ntst.com. Notices to Covered Entity will be sent "Attention: **Elena Gomez**". Notices will be effective upon the date when delivery is either effected or refused.
- (e) **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. This Agreement may not be modified or amended, except in writing as agreed to by each party.
- (f) **Ambiguity.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- (g) **Binding Effect.** This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- (h) **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.
- (i) **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.



SCOPE OF WORK ("SOW")

MUTUAL NON-DISCLOSURE AGREEMENT

Agreement made this **30th** day of **June**, 2020 (“Effective Date”) between Netsmart Technologies, Inc., a Delaware corporation with offices at 11100 Nall Avenue, Overland Park, KS 66211 (“Netsmart”) and Hidalgo County, TX (“Company”).

Description of Confidential Information. Company and Netsmart wish to exchange information of a proprietary and confidential nature for the purpose of evaluating potential business relationship or business transaction between them. A more specific description may be included below (the “Purpose”).

Netsmart will release their standard cost per hour for project development related to the myInsight EHR under the condition that this information remains confidential and privileged between Netsmart and Hidalgo County.

Proprietary and confidential information includes, without limitation, all non-public data, materials, product specifications and information, business plans and strategies, marketing plans, financial information and projections, as well as confidential information of a party’s clients, affiliates and stakeholders, and other non-public information disclosed or submitted by one party to the other (“Confidential Information”).

Each party will disclose to the other party, only such Confidential Information as is necessary for purposes of facilitating the activities being conducted under this Agreement. A recipient of Confidential Information under this Agreement (“Recipient”) will have a duty to protect only Confidential Information disclosed by the other party (“Discloser”) that is identified herein or as confidential at the time of disclosure.

Each party is willing to disclose Confidential Information upon conditions which assure that the Confidential Information will be protected from improper use or public disclosure. To assure such protection and to clarify each party's obligations during and after disclosure of the Confidential Information the parties agree as follows:

Term. This Agreement controls only Confidential Information that is disclosed within one (1) year after the Effective Date of this Agreement.

Protection of Confidential Information. For a period of three (3) years from the Effective Date of this Agreement, Recipient will hold Discloser’s Confidential Information in confidence and restrict its distribution solely to those employees or agents who have a need to use or evaluate the Confidential Information for the Purpose. Recipient agrees, unless required by law or with prior written consent from the Discloser, not to make Discloser’s Confidential Information available in any form to any third party for any reason other than the Purpose and to obtain confirmations from a third party that it will comply with the terms of this Agreement. Recipient will take all steps reasonably necessary to protect and prevent unauthorized disclosure of Confidential Information but in no event exercise less than reasonable care.

Exclusions. The commitments set forth above will not extend to Confidential Information received by a party which: (a) was known to the party prior to the date of such disclosure, without an obligation of confidence, as evidenced by its written records; (b) was known to the public prior to the date that Confidential Information was received; (c) becomes known to the public subsequent to the date it was received through no act or failure to act on the part of the Recipient; (d) corresponds in substance to Confidential Information disclosed to the Recipient at any time by a third party having a bona fide right to disclose or make the same available to the Recipient; (e) is developed

by employees of the Recipient independently of and without reference to the Confidential Information; or (f) is required to be disclosed by the Recipient pursuant to judicial or other government order, provided the Recipient will give the other party reasonable notice prior to such disclosure and comply with any applicable protective order.

Proprietary Rights. Neither party to this Agreement acquires any intellectual property rights in any Confidential Information disclosed under this Agreement. Confidential Information is provided without warranty of any kind.

Limitation of Liability. It is agreed and understood that monetary damages would not be a sufficient remedy for a breach of this Agreement, and that in addition to all other remedies available at law or in equity, the parties may seek equitable relief, including injunction and specific performance, without proof of actual damages.

Independent Action. Neither party has any obligation under this Agreement to purchase or otherwise acquire any service or item from the other party. The parties do not intend to form a partnership or joint venture by executing this Agreement.

Governing Law. This Agreement will be interpreted in accordance with the laws of the State of Kansas. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, it will be deemed stricken from this Agreement and the balance of the Agreement will remain in full force and effect.

Notices. All notices provided hereunder by a party will be sent Certified Mail Return receipt Requested to the other party at the address set forth above or at such other address as a party may provide in writing pursuant to this notice clause.

IN WITNESS WHEREOF, Company has hereto executed this Agreement as of the Effective Date first above written.

COMPANY: Hidalgo County, TX

BY: Richard F. Cortez
Richard F. Cortez
(PRINTED NAME)

TITLE: County Judge

DATE: 6/30/20

NETSMART TECHNOLOGIES INC.:

BY: Joseph McGovern
(PRINTED NAME)

TITLE: EVP

DATE: 06 - 26 - 2020

APPROVED BY
COMMISSIONERS' COURT
ON: 6/30/20 *os*

AI-75841

Purchasing Department 16. F. 2.
Health & Human Services Dept.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 06/30/2020

Submitted For: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. "Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover the estimated cost not accounted for in the current budget and cannot be lawfully funded by line item, allotment or allocation, for the Electronic Medical Records and the implementing of the migration and supplies, in order to assist with County Public Health expenses addressing the ongoing COVID-19 public health emergency; the Court having reviewed the Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use."

B. Exemption from competitive bidding requirements, pursuant to Texas LGC 262.024(a)(1): an item that must be purchased in case of a public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens; (2) an item necessary to preserve and protect the public health and safety of the citizens.

C. The current Electronic Medical Records system is not capable of handling and analyzing the data related to the Covid-19 infections effectively. The new systems allow for effective access to the data as well and increased user capacity. This will allow us to increase scalability in the number of remote sites needed to mitigate the impact caused by resurgence of Covid-19. It will also be able to handle a much larger quantity of clients without further stressing our own information technology infrastructure. The additional capability may integrate with the Healthcare Health Information Exchange and promote a secure patient health information exchange with local healthcare providers. Subject to compliance with 1295 Form.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2020

ACCT. #: 0-1287-441-42-115-096-0-660

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

CARES Act Relief Fund

Attachments

Form 213

Project Overview

Tex. Local Gov't Code

Briefing AI-75841

Legal's approval

Form Review**Inbox**

Purchasing - Internal
Budget & Management
Final Approval
Form Started By: egomez
Final Approval Date: 06/26/2020

Reviewed By

Marty Salazar
Veronica Ortiz
Monica Salinas

Date

06/26/2020 04:15 PM
06/26/2020 04:20 PM
06/26/2020 05:43 PM
Started On: 06/04/2020 02:41 PM