COUNTY OF HUMBOLDT

For the meeting of: June 28, 2016

Date: May 31, 2016

To: Board of Supervisors

From: Connie Beck, Director
            Department of Health and Human Services – Mental Health

Subject: First Amendment to the Agreement with Netsmart Technologies, Inc. for Avatar Software and Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the first amendment to the agreement with Netsmart Technologies, Inc. for Avatar software and services (Attachment 1);

2. Authorizes the Chair to sign three (3) originals of the first amendment to the agreement with Netsmart Technologies, Inc.; and

3. Directs the Clerk of the Board to return two (2) signed originals of the first amendment to the agreement to the DHHS-Contract Unit for forwarding to DHHS-Mental Health Administration.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

On November 2, 2004 California voters passed Proposition 63, the Mental Health Services Act (MHSA)

Prepared by Dessiree Morphis, Administrative Analyst   CAO Approval _____

REVIEW:			
Auditor	County Counsel _Sm_	Human Resources	Other _____

TYPE OF ITEM:
X____ Consent
_____ Departmental
_____ Public Hearing
_____ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. G-2, C-17, C-10, C-8

Meeting of: 12/13/2006, 6/7/2007, 4/11/2011, 5/12/2015

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Sundberg   Seconded by Supervisor Bass

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 28, 2016
By: _____
Kathy Hayes, Clerk of the Board

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FIRST AMENDMENT
LICENSE AND SERVICE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NETSMART TECHNOLOGIES, INC.
FOR FISCAL YEARS 2014-2015 THROUGH 2016-2017

This First Amendment to the Netsmart Customer License and Service Agreement dated May 12, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "LICENSEE," and Netsmart Technologies, Inc., a Delaware corporation authorized to do business in the State of California, hereinafter referred to as "NETSMART," is entered into this 28th day of June, 2016.

WHEREAS, LICENSEE, by and through its Department of Health and Human Services – Mental Health, desired to use and operate the Avatar electronic health record software and receive related training, support and project management services; and

WHEREAS, on May 12, 2015, LICENSEE and NETSMART entered into an Netsmart Customer License and Service Agreement ("License and Service Agreement") regarding the use and operation of the Avatar system and the provision of related training, support and project management services; and

WHEREAS, the parties now desire to amend certain provisions of the License and Service Agreement in order to extend the term thereof, expand the scope of services provided thereunder and increase the maximum amount payable to NETSMART for the provision of such services.

NOW THEREFORE, the parties mutually agree as follows:

1.   Section 5 – TERM is hereby amended to read as follows:

The term of this Agreement shall begin on July 1, 2014 and shall remain in full force and effect until July 31, 2017, unless sooner terminated as provided herein. For avoidance of doubt, the license granted to LICENSEE is perpetual.

2.   The License and Service Agreement is hereby amended to delete Exhibit 1 – Schedule A – Deliverables, Pricing, and Payment Terms ("Schedule A"), and replace it in its entirety with the modified version of Schedule A that is attached hereto and incorporated herein by reference. The modified version of Schedule A attached hereto shall supersede any and all prior versions thereof, as of the effective date of this First Amendment.

3.   The License and Service Agreement is hereby amended to delete Exhibit 1 – Schedule B – Scope of Work ("Schedule B") and replace it in its entirety with the modified version of Schedule B that is attached hereto and incorporated herein by reference. The modified version of Schedule B attached hereto shall supersede any and all prior versions thereof, as of the effective date of this First Amendment.

4.   Except as modified herein, the License and Service Agreement dated May 12, 2015 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original License and Service Agreement, the provisions of this First Amendment shall govern.
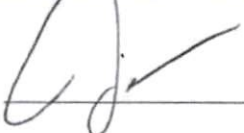
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

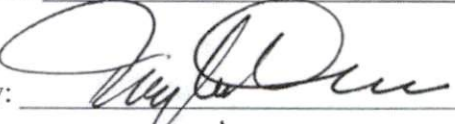TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

NETSMART TECHNOLOGIES, INC.:

By: _____

Name: _____
Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.

Date: 5-26-2016

Title: _____

By: _____

Name: TIM DONOVAN

Title: Vice Pres. & General Counsel

Date: 5-26-2016

COUNTY OF HUMBOLDT:

By: _____
Mark Lovelace
Chair, Humboldt County Board of Supervisors

Date: 6/28/16

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: 6/6/16

EXHIBIT 1 – SCHEDULE A
DELIVERABLES, PRICING, AND PAYMENT TERMS
NETSMART TECHNOLOGIES, INC.
FOR FISCAL YEARS 2014-2015 THROUGH 2016-2017

Netsmart Programs	Qty	Amount	Due – Invoices payable net 30 days
Netsmart Programs Already licensed under Prior Agreement			
RADplus – Named Users: Includes Avatar System access and security management, modeling, table and dictionary maintenance and ad-hoc report integration	322	$0	Already licensed under Prior Agreement (ongoing maintenance fees apply and are listed below)
Avatar Practice Management – Includes system management, client tracking, scheduling and reporting functions	1	$0	Already licensed under Prior Agreement
Clinician Workstation – includes system management, assessment, progress notes, treatment planning and reporting functions	1	$0	Already licensed under Prior Agreement
Avatar Order Entry License	1	$0	Already licensed under Prior Agreement
Avatar eMAR License	1	$0	Already licensed under Prior Agreement
Avatar Electronic Signature License	1	$0	Already licensed under Prior Agreement
Third Party Products and Services			
Avatar Perceptive POS Scanning License	1	$0	Already licensed under Prior Agreement
Avatar Perceptive POS Scanning Maintenance	1	$1,500	Initial Fee due at contract execution, and due annually thereafter on 7/1, with 4% annual increase effective 7/1/17
Avatar Perceptive Batch Scanning License	1	$10,000	One-time Fee, 100% due at contract execution
Avatar Perceptive Batch Scanning Maintenance	1	$2,000	Initial Fee due at contract execution, and due annually thereafter on 7/1, with 4% annual increase effective 7/1/17
Avatar Cache Elite, Multi Server Platform Specific License – Concurrent	54	$0	Already licensed under Prior Agreement (ongoing maintenance fees apply and are listed below)
Avatar Cache Enterprise License, Platform Specific, Single Server	63	$0	Already licensed under Prior Agreement (ongoing maintenance fees apply and are listed below)
Avatar Cache Enterprise License, Platform Specific, Single Server	5	$0	Already licensed under Prior Agreement (ongoing maintenance fees apply and are listed below)
Annual Recurring Charges and Subscriptions			
Annual Maintenance and Support		$81,141.07 annually	Due annually 12/31 with 4% annual increase
Additional Named User Maintenance purchased 04/18/14		$12,579.84 Annually	Due annually 12/31 with 4% annual increase
Additional Cache Maintenance purchased 04/18/14		$9,271.66 annually	Due annually 12/31 with 4% annual increase

Annual Iron Mountain Escrow		$3,500.00 annually	Due annually 12/31 with 4% annual increase
Netsmart Services			
Order Entry and eMar Implementation		$0	n/a – Services not yet performed as requested by the County.
Perceptive Document/Data Conversion		Not to exceed $25,000 (one-time fee)	50% due at execution, Balance due upon project completion or 90 Days from Execution Date, whichever occurs first
PLEXUS ADVANCED PROFESSIONAL SERVICES (275 AT $225/HOUR)	1	$61,875	Invoiced monthly for hours used.
AVATAR WEB SERVICES	1	$20,000	One-time Fee, 100% due at contract execution
AVATAR WEB SERVICES MAINTENANCE	1	$4,200	Prorated first year from contract execution date to 12/31 and invoiced annually thereafter
DIAGNOSIS CONTENT ON DEMAND SUBSCRIPTION (ICD10/DSM5)	1	$4,956	Invoiced annually

TRAVEL AND LIVING AND TRAVEL TIME EXPENSES
Travel time will be billed at a rate of $150 per hour.
Billed monthly as incurred at the most economical rates

Travel and Living Expenses are as follows:

Meals: Netsmart's current daily per diem rate is $65.00
Airline: Coach Class on Major Airlines including any additional fees applied by the airline
Vehicle: Vehicle usage will be reimbursed at the current IRS Allowance
Rental Car: Mid-Size vehicle at local rates plus fuel, tolls, parking
Hotel: At local rates

EXHIBIT 1 – SCHEDULE B
SCOPE OF SERVICES
NETSMART TECHNOLOGIES, INC.
FOR FISCAL YEARS 2014-2015 THROUGH 2016-2017

Perceptive Document Capture Implementation

1. Purpose

The purpose for this statement of work is to outline the requirements and deliverables for the implementation and project management of the Licensee'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

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 sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The overall duration of this project, based on the scope of work detailed herein is expected to be 9 months. Additional services will be applicable for any project where the duration from project kick-off to Go-Live is in excess of 9 months. Additional services will be charged at $200/hr and will be billed as incurred at a minimum of $8,000/month beyond the 9 months or if the project extends beyond the agreed upon timeline at Project Planning.

Notice of Changes or Delays

In the event Netsmart determines, in good faith, at any time during the course of the project implementation, that failure, delay, inadequacy of performance by Licensee in performance of its obligations, or Licensee requested changes to the scope of work, as specified in the statement of work, may prevent Netsmart from completing any of Netsmart's obligations in the agreed upon time frame or cause Netsmart to incur additional or unanticipated costs or expenses, Netsmart will promptly notify Licensee's Project Manager in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by Licensee and (2) the estimated impact including the resulting costs or expenses of such alleged failure, delay or inadequacy of performance on Netsmart's obligations. Licensee will respond to the notice, specifying any grounds for disagreement, within ten (10) working days from receipt of the notice. Absent any disagreement, the date for Netsmart's completion of such obligation may be appropriately extended and Licensee agrees to pay the corresponding additional costs or expenses as determined by Netsmart. In the event of a disagreement, Netsmart retains the option to either stop or continue with the work, and will begin the dispute resolution steps included in the agreement between the parties.

In the event action or inaction by Licensee delays the project, Netsmart may, at its option, terminate the Agreement if any delay continues beyond 180 days. In that event, Netsmart will be entitled to payment for work performed and materials provided prior to the termination date and recover any damages permitted under the relevant agreement between the parties. Licensee will also be responsible for payment of the cost of reengaging on a project that has been placed on hold by Licensee for longer than 180 days.

Cancellation of events associated with travel must be given 2 weeks prior to scheduled onsite or Licensee will still be charged for travel that has been booked.

3. Scope of Services

Perceptive Document Capture	Scope of Services
Netsmart's CareRecord Document Capture, Powered by Lexmark is a comprehensive solution that clinical staff can quickly and easily capture consumer documentation directly from the client's chart using Perceptive Content, ensuring the information will be available when it's needed.	
Perceptive Production Environment	• Provide 1 Production Document Imaging Solution Environment • Create and configure the INOW6 Database for Microsoft SQL • Install and configure the Perceptive Enterprise Content Management Server and Product Suite • Installation of up to 5 Perceptive WebCapture drivers
Perceptive Test Environment	• Provide 1 Non-Production Environment replicated from Production Build
Solution Components	• Configuration of one Perceptive Security Department: "Avatar" • Configure 8 Predefined Perceptive Security Drawers for Client Documents and Staff Documents • Configure up to 50 unique Document Types and a predefined set of Custom Properties • Create 11 Predefined Perceptive Security Groups • Installation of Document Capture Application • Configure standard Document Capture Workflow • Installation of Batch Capture and Indexing Application • Configuration of 1 Folder: "Avatar Batch" for Batch Indexing • Configure standard Avatar Batch Capture Workflow • Installation of Document Viewer App
Netsmart Responsibilities	• Provide Licensee Project Manager with Best Practices and Backup Recommendation Documentation prior to conclusion of implementation • Provide up to a 4 hour Administration Training for a designated solution administrator to be completed during the implementation process • Provide up to a 4 hour Solution Training Session for "Super Users" at a single location for up to 5 individuals, using a "Train the Trainer" approach • Provide remote go-live support for a single site location. Onsite support may be provided on request (Licensee responsible for any travel fees)
Licensee Responsibilities	• Complete and return Perceptive Starter Kit • Provide a complete list of users needing access to the content management solution along with the security designation of those users regarding scanning/importing, viewing, printing • Capture workstations being configured by Netsmart associates will need to have a scanner driver installed and functional prior to Document Capture implementation • For self-hosted licensees, all server infrastructure should be configured and available based on the Technical Specifications document provided • Systems administrator and/or Microsoft SQL Server DBA must be available throughout the implementation for assistance as needed and to shadow the relevant installation/configuration solution components

4. Assumptions

- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- New hardware, if required, will be delivered by the date required in the Project Schedule.
- Licensee will use currently supported Crystal Professional version for all report development.
- Licensee will provide sufficient resources as identified in the work breakdown structure of the project plan.
- A training room will be available for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart team if it is part of the planning and expectations for the project.
- Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda.
- Netsmart will share available recommended practices during the implementation.
- The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined below.
- Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the Licensee. Additionally, the Licensee must provide proof of this licensing. This includes Micromedex content, CPT or DSM codes.
- Plexus Events are designed to offer stop gates, points during the implementation project that require Licensee and Netsmart agreement that the Event was completed, prior to moving to the next Event. These stop gates include the following Events:
  - Project Planning (Gate 1)
  - Project Kickoff (Gate 2)
  - Final Review & Validation (Gate 3)
  - Go-Live Preparation (Gate 4)
  - Integration Testing (Gate 5)
- Licensee will assign an individual who has authority and accountability for signing off on each of the Plexus Gates and Monthly Status reports. This shall be a named individual.

5. Location of Work & Client Responsibilities

The location of work by Netsmart and Licensee staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at Licensee location(s), at a Netsmart regional office or conducted remotely. A high-level outline for work location and Licensee responsibilities is provided below.

Licensee Responsibilities

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

6. Plexus Events, Expectations & Deliverables

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

6.1 Sales to Operations Transition

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

6.2 Hardware Network OS/Installation

If Licensee-Hosted:
The Licensee is responsible for providing the hardware, operating system software, and the network upon which the licensed programs operate. In the event hardware is purchased through Netsmart Technologies, its installation is coordinated and managed by Netsmart.

Netsmart's engineers require the completion of a hardware/network survey prior to installation of any solutions. This ensures that all equipment meets application and performance requirements before Netsmart Technologies installs the programs.

If Netsmart Hosted:
The Licensee is responsible for providing the desktop hardware, operating system software, LAN/WAN network, and Internet connectivity upon which the licensed programs operate. Netsmart's engineers require the completion of a desktop hardware, network, and bandwidth survey prior to installation of any solutions. This ensures that all equipment and connectivity methods meet minimum application and performance requirements before Netsmart Technologies installs the programs.

6.3 Software Delivery and Installation

If Licensee-Hosted:
Licensed software solutions and keys are delivered via FTP with User Documentation that describes the application and database organization.

Netsmart's system engineers install the solution on the system hardware/server and a subset of Licensee workstations. This software installation is performed remotely via VPN connection and includes the following:

- Loading the InterSystems Caché database products needed by the application
- Loading purchased Netsmart's Licensed Programs that make up the solution
- Testing the software to ensure access from the Licensee workstations
- Training the Licensee on installing workstation software
- Training the Licensee on basic operation tasks related to system start-up, shut-down, back-up and recovery procedures

Netsmart engineers will create and install Plexus Home, BUILD, TEST and LIVE environments for all applications purchased.

If Netsmart Hosted:
User documentation is delivered via FTP which describes the application and database organization.

Netsmart's system engineers install the solution on server system hardware within Netsmart's Plexus Cloud hosting environment. Netsmart will also assist the client in connecting to the hosting environment and connecting a subset of client workstations. Netsmart's Plexus Cloud installation will include:

- Loading the InterSystems Caché (for Avatar) or SQL (for TIER) database products needed by the application on all applicable servers
- Loading purchased Netsmart's Licensed Programs that make up the solution
- Testing the software to ensure access from the client workstations
- Training the Licensee on installing workstation software

Netsmart engineers will create and install Plexus Home, BUILD, TEST and LIVE environments for all applications purchased.

6.4 Project Planning

The Project Planning Event is an opportunity to begin preparing your project team. The Licensee project team will be introduced and the team's responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additionally project tools that will be used will be shown through demonstration and hands-on experience.

If purchased, Super User Solution web-based training courses are provided to up to 25 named Project Team users via the myLearningPointe (www.mylearningpointe.com) online platform. Individual user training access is distributed and available to Project Team users starting at the Project Kick Off Plexus Methodology event and concludes at initial Go Live event. Users will have unlimited access to the provided solution training courses during the implementation.

Objectives:
- Review project management principles
- Review event-based Netsmart Plexus Foundations methodology
- Provide hands on experience with solutions
- Introduction to tools to be used during the project

- Introduction to Starter Kit questions
- Introduce Plexus Home & scripts
- Introduce myLearningPointe training classes (where applicable)
- Conduct project Planning Assessment (Gate 1)
- Plan for next event

Licensee Responsibilities:
- Identify Licensee project team and develop Licensee Staffing Plan
- Ensure correct Licensee personnel attends the Project Planning event
- Provide necessary facilities and equipment to support session if applicable
- Complete Starter Kit questions
- Complete myLearningPointe training classes (where applicable)
- Review and sign Communication Management, Change Management & Risk Management Plans

6.5 General Project Management

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

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

6.6 Project Kickoff

The Project Kickoff consists of three discreet activities: Project Kickoff presentation, Workflow Assessment and Scope Review.

The project kickoff presentation gives the Licensee Executives, project sponsors and project leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.

The scope review session includes breakout sessions led by SA's to review in detail the agreement scope. During the Workflow Assessment the Netsmart Solution Architect (SA) and Licensee departmental/solution representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department, will walk through the departments to get an understanding of the Licensee's unique workflow and processes and how it aligns with Netsmart's recommended practices. The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the Workflow Assessment which will serve as a framework for questions and documentation of the discussions that occurred during the assessment. During the Workflow Assessment portion of the event, the discussions are a continuation of the data collection started during Project Planning. The Solution Architect will provide a demonstration of basic departmental workflow, if applicable, providing context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions leading to the building of a complete and functional system.

Licensee leaves the Project Kickoff event with assignments to be performed over the next several weeks. The assignments will be documented along with expected due dates and can be reviewed as a part of the Event Summary Document. The Netsmart project team will work with the Licensee to establish these deadlines and schedule conference calls to provide guidance and ensure the Licensee is on track.

Objectives:
- Conduct official project kickoff meeting
- Introduce Netsmart Solution Architects
- Review Starter Kit outstanding items
- Conduct Workflow Assessment
- Identify improvement opportunities
- Conduct scope review
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Project Kickoff Assessment (Gate 2)
- Conduct integration discussions
- Discuss data collection materials
- Identify Policies & Procedures requiring change
- Review the event summary and sign-off
- Plan for next event

Licensee Responsibilities:
- Deliver Project Kickoff presentation (with Netsmart leadership support)
- Complete Starter Kit questions prior to the event
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during departmental walkthroughs
- Participate in scope review discussions
- Provide knowledge of requested data and current departmental processes and workflow
- Identify Standard Operating Policies & Procedures for organization that will require change
- Make design decisions for future state processes
- Complete data collection assignments by defined due dates
- Identify process improvement opportunities
- Provide necessary facilities and equipment to support the event if applicable

6.7 Final Review & Validation

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

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

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

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

The same group of Licensee staff that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should

also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar with the system.

Objectives (Final Review)
- Provide in-depth demonstration of the solutions and build using the Licensee's domain
- Review and confirm design decisions and build
- Confirm the solution workflow
- Complete design process
- Provide hands-on solution training
- Conduct Plexus Final Design Assessment (Gate 3)
- Plan for next event

Objectives (System Validation)
- Provide training on test script development and testing concepts
- Begin development of Licensee-specific system test scripts
- Plan for next event

Objectives (Learning Plan Development)
- Conduct Learning Plan session
- Begin development on Learning Plan
- Plan for next event

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

6.8 Go-Live Preparation

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to the Licensee. Solution and project management discussion are delivered during this week and focus, in preparation for Go-Live, on assessing the Licensee's knowledge of the system as well as preparing the Licensee for their training events and Go-Live. In the solution discussions, the Licensee trainers are expected to provide a live demonstration of the system back to the Netsmart project team to confirm their understanding of the system and to confirm they are prepared to effectively train the end-user population.

System Testing, while not complete, should be well underway. Netsmart Project Management will facilitate the event at the Licensee site, while the rest of the Netsmart project team participates via a conference call.

In addition to the above, during this event, the Licensee will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, *not* design and build activities. After maintenance training, the Licensee is equipped to make changes, modifications and updates to their implemented system.

Licensee representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

Those attending the event should be the same as the Final Review and Validation attendees. Department heads and/or key departmental representatives should attend the solution activities along with the Licensee representative responsible for testing coordination.

Solution-Specific Activities & Objectives
- Licensee to demo system using the Licensee demo script exhibiting a clear understanding of the solution functionality and departmental processes
- Understand open issues, escalate, and plan as appropriate
- Review completed training materials
- Review Go-Live Readiness Assessment
- Prepare Licensee representatives to make common database updates
- Train Licensee to locate supporting documentation and to use the appropriate tools to manage system maintenance
- Educate Licensee on troubleshooting tools and techniques

Project Management Activities & Objectives
- Initiate ownership transition process
- Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing
- Confirm and Finalize Integration Testing Plan if applicable
- Confirm Client policies and procedures have been updated
- Initiate Go-Live Planning
- Conduct Plexus Go-Live Preparation Assessment (Gate 4)
- Plan for next event

Licensee Responsibilities:
- Demonstrate understanding of system and departmental processes by leading a demonstration of the application
- Finalize Training Strategy/Plan
- Provide adequate training facilities
- Provide completed testing materials
- Schedule and perform end-user training
- Finalize Integration Testing scripts and Integration Testing Plan
- Confirm users will be trained and available for Integration Testing
- Confirm facilities and hardware is in place to support Integration Testing
- Develop and own the Go-Live Plan
- Attend database maintenance training
- Learn the application tools needed to maintain the production system

6.9 Integration Testing

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

IT will allow the system testers to flow a complete patient experience, "a day in the life" of a patient, using the system including all involved, major workflow processes. This event also allows the Licensee to validate SOPs and end-user training prior to conversion.

Objectives
- Complete Integration Testing according to plan
- Confirm Go-Live preparedness
- Ensure all critical path issues have an action plan
- Conduct Plexus Go-Live Assessment (Gate 5)

- Plan for next event

Licensee Responsibilities:
- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

6.10 Go-Live:
Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the Licensee site, supported by both project teams. Netsmart support will include remote support from the Netsmart Delivery Consultants/Analysts.

Objectives:
- Begin functional use of Netsmart solutions
- Transition support from Netsmart project team to the Licensee
- Gather and document feedback regarding project experience, including methodology & project team resources

Licensee Responsibilities:
- Develop and complete Go-Live plan
- Confirm all systems, resources and 3rd parties are scheduled and prepared for Go-Live
- Conduct Go-Live plan meetings to outline plan for all solutions and users
- Execute Go-Live plan
- Document Go-Live issues

Perceptive Document Conversion

OBJECTIVES
The general objectives for this deployment address the following business needs:
- Provide a Conversion Solution for 6 million document pages into Perceptive Content from Licensee's ScerIS system.

SERVICES OVERVIEW
Netsmart Technologies or its subcontracted entity (PROVIDER) will design and implement a Conversion Process for Licensee.

PROVIDER DELIVERABLES
- **Conversion Requirements Document** – During the design phase, the conversion requirements document will be created to document the specific index fields that will be utilized for the conversion. Prior to Implementation of the conversion, the Conversion Requirements Document must be signed off by Licensee. Any modifications made to the Conversion Requirements Document following sign-off will be considered a scope change.

PROVIDER RESPONSIBILITIES
Perceptive Software is responsible for the planning, solution design, installation, configuration and testing of the proposed conversion as illustrated in this document. Specific schedules and project plans will be developed for Licensee uniquely.

Conversion Design

- Consultant will work with the Licensee to design the conversion specifications that will drive the import process.
- Conversion design specification will include up to 20 different indexing structures to apply to documents.
- Work with Licensee to develop QA Test Cases for import process.

Implement and Verify

- Utilize the Licensee-provided indexing file and associated images to develop a process to import and index images into Perceptive Content. Only simple business logic for translating provided metadata to values to be applied in Perceptive Content is included.
- Set up and execute test conversions in the provided Licensee system test and production environments that include approximately 10 % of the total pages that will be converted.
- Provide training and guidance to Licensee to ensure that they can successfully execute the remainder of the conversion not executed during the test conversions.

LICENSEE RESPONSIBILITIES

The services estimated for this conversion are based on a proactive customer who assumes heavy responsibility for the project as well as tight scope management. Licensee will be responsible for the following:

Conversion Design

- Attend all scheduled meetings as well as independently meeting outside of scheduled calls to complete deliverables and finalize requirements.
- Provide indexing information in a delimited text file (indexing file). Each line of indexing file will contain all metadata needed for conversion as well as a reference to the corresponding image file to be imported.
- Provide images referenced by indexing file at a location accessible by the Perceptive Content server.

Implement and Verify

- Validating all indexing information necessary for conversion within the provided indexing file. Only simple business logic for translating provided metadata to values to be applied in Perceptive Content is included.
- Validate and sign off on test conversions in both the provided Licensee test and production environments prior to execution of the full length conversion.
- Executing the remainder of the conversion not included in the test conversions.
- Transfer images and metadata files to a location on the Perceptive Content server or to a place accessible by the Perceptive Content destination server.

Technical Environments:

- Providing an environment to be utilized for testing of the conversion from the legacy imaging system to Perceptive Content.
- Ensure that production target environment will have sufficient storage to import additional metadata and images related to the conversion of these legacy documents.

EXCLUSIONS

This scope does not include:

- Assistance from Perceptive Content on extraction of data and document objects from source/legacy system.
- Conversion of location-based annotations associated to documents.
- Conversion of digital signatures associated to documents.
- Conversion of images or electronic forms from native format to another image or content format.
- Conversion of images from native format to single page TIF. If conversion volume is under 6 million pages conversion to TIF can be included in a process post-conversion but this is not included in this scope.
- Conversion of workflow history or status associated to legacy documents.
- Conversion of audit history on metadata elements associated to legacy documents.

- Conversion of historical versions of documents.
- Submission of documents to a content extraction or recognition products such as Content Server or Recognition Agent.
- External file or DB lookups to retrieve additional metadata to be applied at the time of conversion.
- Population of Perceptive Content eForm(s) as part of the conversion process.
- Extraction of images or metadata from optical devices.