C-2016-14

Pend Oreille County Counseling

Statement of Work

Pend Oreille County Counseling
– State Reporting

Beata Hughes
Client Alignement Executive
4/8/2016

Pend Oreille County Counseling – Statement of Work v1.0

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1. Document Version History

Release Date	Version #	Description
4/8/2016	1.0	Initial Document - Pend Oreille County Counseling
4/8/2016	2.0	Revised

2. Purpose

The purpose for this statement of work is to outline the requirements and deliverables and project management for the enhancements required for the creation of another screen to be used for the Pend Oreille County Counseling – State Reporting.

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 Client in performance of its obligations, or Client 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 Client's Project Manager in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by Client and (2) the estimated impact including the resulting costs or expenses of such alleged failure, delay or inadequacy of performance on Netsmart's obligations. Client 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 Client 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 contract between the parties.

In the event action or inaction by Client delays the project, Netsmart may, at its option, terminate the Contract if any delay continues beyond 90 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. Client will also be responsible for payment of the cost of reengaging on a project that has been placed on hold by Client for longer than 90 days.

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

3. Scope of Services

Engineering	Scope of Services
Netsmart will provide the following activities to support modifications to Client's customization requirements as set forth in this SOW.	
Project Management and Professional Services	Netsmart will make requested modifications to the specified software under terms defined in the Agreement.
Product: Need/Requirement Overview	A. Implement or modify the state reporting tool used by POCCS to produce specified data extracts for the Spokane RSN/BHO. B. Creation of forms to collect required data if not already captured in standard Avatar product screens as developed by WSC, including but not limited to: a. Existing definitions to reflect changes in SCRSN MH/Crisis Reporting specifications (contingent duplicative structures) b. Updates to modeled forms necessary for MH/Crisis reporting(contingent duplicative structures) c. Create new definitions for CD program services (contingent duplicative structures) d. Create/Update modeled forms necessary for CD program requirements (contingent duplicative structures) C. Creation and testing of export files as currently required by Spokane RSN/BHO utilizing the product State Reporting Tool D. Training on generating the export files and submitting them to the Spokane RSN/BHO. Ensuring functionality to include full testing and confirmation of changes to handle additions, changes and deletions of data in the EDI processes.

4. Assumptions

4.1 Professional Services will be performed under the Terms and Conditions of the contract.

4.2 Modifications will follow the process noted below:

- 4.2.1 Netsmart prepares specifications for a modification or enhancement.
- 4.2.2 Pend Oreille County Counseling accepts the specification for the work.
- 4.2.3 Netsmart schedules and delivers the software / product changes as defined.
- 4.2.4 Pend Oreille County Counseling tests and accepts the software / product changes within thirty (30) days of delivery.

4.3 Client will permit Netsmart to access, when necessary, Client's third party system(s) for the sole purpose of performing its obligations under this agreement.

4.4 Schedule to complete modification work will be mutually defined and agreed upon.

4.5 All Netsmart work will be performed remotely.

5. Location of Work & Client Responsibilities

The location of work by Netsmart and Pend Oreille County Counseling staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at Pend Oreille County Counseling location(s), at a Netsmart regional office or conducted remotely.

6. Work Requirements and Specifications

6.1 Professional Services will be performed per the requirements and specifications contained in Netsmart PCR as documented above.

6.2 Modifications to Pend Oreille County Counseling requirements resulting in changes to development specifications or an extension of the project beyond three (3) months duration due to changes in Pend Oreille County Counseling priorities that delay this work will incur additional charges.

Netsmart

Client No:
Quote #: 00046398
Quote Date: 04/13/2016
Quote Expiration: 05/31/2016

www.ntst.com

Presented to: Annabelle Payne
Pend Oreille County Counseling
105 South Garden Avenue
Newport, WA 99156

Netsmart Contact: Beata Hughes (bhughes@ntst.com)

Remit to: Netsmart Technologies, Inc.
PO Box 823519
Philadelphia, PA 19182-3519

Quote Summary - Pend Oreille County Counseling - State Reporting

	Non-Recurring Fees
Professional Services	$12,187.50
Total Non-Recurring Fees	$12,187.50

	Recurring Fees (First Year)
Total Recurring Fees	--
Total Fees	$12,187.50

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.

Netsmart

Client No:
Quote #: 00046398
Quote Date: 04/13/2016
Quote Expiration: 05/31/2016

www.ntst.com

Non-Recurring Fees Detail

	Qty	Unit	Price	Total
Professional Services				
Avatar Professional Services				$12,187.50
-- State Reporting as outlined in SOW				
			Total Fees	$12,187.50

Netsmart Technologies, Inc. | 4950 College Blvd | Overland Park, KS 66211

Terms and Conditions

Netsmart Pricing and Payment Policies

The following price and payment policy will apply to the software, hardware and/or services quoted above unless you have an existing agreement that will apply to the software, hardware and/or services in this Proposal that is identified at the end of this proposal. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at http://www.ntst.com/ARpolicy

This quote

- Is valid until the expiration date shown above.
- Will terminate on the expiration date unless you and Netsmart Technologies, Inc. execute a binding commitment for the software, hardware and/or services in this quote.
- Is subject to other terms and conditions in Netsmart's standard contracts for the software, hardware and/or services.
- Unless identified separately below, does not include on site services or assistance, or estimated charges for travel and living expense or travel time. Travel and living expenses and travel time are subject to the terms and conditions of the Netsmart Master Agreement.

- Charges for Hosting, PaaS, SaaS and subscription services are payable on the Execution Date.

- Professional Services

  - Quoted professional services totaling less than or equal to $10,000 are payable on the Execution Date.
  - Quoted professional services totaling more than $10,000 will have the following payment terms: 50% due upon execution of the Quote with the remaining 50% due upon the earlier of 90 days after execution or completion of the Professional Services.

- Managed Services - T&M
  - Quoted professional services related to IT Managed Services will be billed as incurred monthly, in arrears, payable net 30 days from the invoice date.

- Shipping and taxes will be separately charged and added to the invoice with other charges quoted above.

- If certain Third Party Products are being licensed under this Quote, 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 Quote or the underlying agreement between the parties and as between Netsmart and Licensee, in the event of a conflict of terms, the terms of this Quote shall prevail.

- Netsmart has no obligation with respect to the software, hardware and/or services described in this proposal until a binding agreement incorporating the terms of this proposal is executed between you and Netsmart.

CONTRACT TO BE APPLIED TO THIS QUOTE BY REFERENCE

License and Service Agreement - WSC

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

QUOTE ACCEPTED AND INCLUDED UNDER THE REFERENCED AGREEMENT

Signature: Annabelle S. Faze

Name and Title: Director

Date: 4-13-16