



## myAvatar & ICD-10 Upgrade for City of Columbus

Proposal Date: Mar 24, 2014  
Expiration Date: Jun 30, 2014

Presented To: Jane Handschumaker  
Fiscal Director

Account # 0004310

myAvatar is Netsmart's complete ARRA-certified electronic health record and practice management solution. Created specifically for the behavioral health industry, myAvatar maximizes the efficiency of each and every user by allowing you to customize your desktop to your unique role in the organization. Whether you are coordinating consumer schedules, accessing charts, measuring key performance indicators, checking eligibility, tracking claims, monitoring system status or even doing all of these at the same time, you can customize myAvatar so that it best meets your needs: "My specific job. My personalized desktop. My customized solution. myAvatar."

On October 1, 2014, the industry will be moving to ICD-10 codes for diagnosis and inpatient procedures. In addition, the American Psychiatric Association has recently released DSM-5 as a replacement to the current industry standard DSM-IV. The content included in this subscription will provide the necessary cross-mappings, updates and clinician friendly terms to manage the transition across the different diagnosis vocabularies. The services component of this proposal includes consulting services to assist in the software upgrade required for transmitting ICD-10 codes beginning October 1, 2014 date.

### Third Party Subscriptions (Monthly Fees, 12 Month Term)

Product	Details	Line Total
Diagnosis Content on Demand Monthly Subscription	ICD-10 Subscription	USD 41.67
Diagnosis Content on Demand Subscription - DSM	DSM Subscription	USD 6.50
		\$48.17

The subscription services quoted above includes access to copyrighted DSM content for 20 users of the Enterprise application. If the total number of your end users accessing DSM content for recording diagnosis is less than or greater than 20, a new quote will be supplied (upon request).

### Netsmart Professional Services

Product	Details	Quantity	Units	Line Total
Plexus Foundation Implementation - Avatar	ICD-10 Implementation for myAvatar	60.00	HOUR	USD 10,500.00
	myAvatar Implementation	120.00	HOUR	USD 21,000.00
	Totals			\$31,500.00

This proposal includes Netsmart professional services for the ICD-10 Upgrade subscription and additional professional services for the myAvatar upgrade project to complete the migration to Netsmart's Plexus Cloud environment. Scope of Work documentation for the ICD-10 Upgrade and myAvatar upgrade, have been supplied under separate cover.

Upon Netsmart's request and with reasonable notice, Licensee agrees to provide Netsmart with verification as to the number of users accessing ICD-10/DSM-5 Subscription or allow Netsmart or its authorized agent to independently audit Licensee's database to verify the same. Should this verification identify usage of the Licensed Program and/or Subscription in excess of the number of licensed users, Licensee agrees to immediately pay Netsmart's invoice for the then-current prices for such Licensed Program and/or

Subscription for each additional user license.

The following Netsmart Enterprise Solution Software, System versions are required for the ICD-10 Upgrade: myAvatar

## Terms and Conditions

For professional services orders: 50% of this contract amount for services will be due upon execution of this Agreement. The balance will be invoiced and payable upon project completion or 90 days following Execution of this Agreement, whichever comes first. Unless specified otherwise above, professional services will be delivered by remote access during Netsmart normal business hours. Additional fees will be incurred if services are required after hours or on weekends. All professional services and maintenance and support services will be provided under the management and control of Netsmart Technologies by Netsmart employees, Netsmart certified contracted consultants, or some combination thereof.

Unless specified above, prices quoted exclude the cost of required hardware, operating system software, database software, communications, taxes and shipping charges. Taxes and shipping charges, where applicable, will be invoiced separately.

Prices quoted for maintenance and support or professional services do not include travel, living and travel time expenses incurred in the provision of on-site services. Netsmart travel and per diem expenses will be billed and payable monthly at cost as incurred. Travel time will be billed at a rate of \$150 per hour.

The Charges set forth in this Agreement do not include any taxes. If Client claims a tax exemption, Client will provide to Netsmart a certificate of exemption from taxes, or other evidence sufficient to permit Netsmart to exclude taxes from charges. Otherwise, there shall be added to such charges, and Licensee shall pay, amounts equal to any taxes however designated, levied or based excluding Netsmart's income taxes on such changes 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.

All terms and conditions of the Governing Software License and Service Agreement remain in full force and effect. Information and/or data contained in this document is the property of Netsmart Technologies. Disclosure to third parties without the express written consent of Netsmart Technologies Inc. is prohibited.

This proposal is valid until the expiration date shown above. All pricing is subject to change after the expiration date listed above and subject to our execution of a contract or issuance and acceptance of a purchase order. For Hardware and any fees not expressly covered under the terms and conditions of this Agreement, 100% of the total fees are due upon execution of this Agreement.

The initial term for each Subscription Service will begin on the date that Netsmart makes the Subscription Software available to the Client and will continue for the total duration of the Defined Term as outlined in the Agreement. Subscription Services will be billed annually in advance. Netsmart agrees that it will not revise the Charges during the first year of this [Agreement]. Netsmart will give Client not less than sixty (60) days written notice prior to any anniversary of the [Agreement/Addendum] Effective Date with the revised schedule of Charges. Charges will not be increased by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care or 4%, whichever is higher.

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To accept this proposal, please sign, date and return to the address or email below. If appropriate, please include a PO number.

**Accepted:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ PO #: \_\_\_\_\_

Title: \_\_\_\_\_

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