



Master Copy  
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June 4<sup>th</sup>, 2014

Tim Lampe  
Arkansas Department of Human Services  
700 Main Street  
Little Rock, AR 72203-1437

TJL 6/5/14

RE: License Agreement between Arkansas Department of Human Services and CoCENTRIX, Inc.

Good day Tim,

Please find the enclosed full copy and single copies of page 20 and 30 of License Agreement between Arkansas Department of Human Services and CoCENTRIX Inc. Please review, initial page 20 and 30 in both copies, and return the single copies of page 20 and 30 back to us once available. The full copy is for your records. Please use the enclosed shipping envelope when sending the documentation back to us.

If you have any questions or need assistance with anything please do not hesitate to reach out to me.

Have a wonderful day,

Annale Iltis  
Contracts and Office Administrator



Phone: (941) 306-4951 ext. 109

Email: [annale.iltis@CoCENTRIX.com](mailto:annale.iltis@CoCENTRIX.com)

Enclosure (2)

This **LICENSE AGREEMENT** ("Agreement") entered into this 6th day of June, 2014, by Arkansas Department of Human Services, with its principal offices located at 700 Main Street, Little Rock, AR 72203-1437 (hereinafter "Licensee") and CoCentrix, Inc., a duly licensed Florida Corporation incorporated pursuant to the laws of the State of Florida, with principal offices located at 540 North Tamiami Trail, Sarasota, FL 34236 (hereinafter "Licensor").

**WITNESSETH:**

**WHEREAS**, Licensor has developed certain application software:

**WHEREAS**, Licensor desires to provide to Licensee certain application software, Third Party Products, Materials and related Services ("Licensed Programs and Materials")

**WHEREAS**, Licensee desires to license from Licensor certain Licensed Programs and Materials;

**NOW, THEREFORE**, and in consideration of the mutual premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1  
DEFINITIONS**

As used in this Agreement, the following capitalized terms have the meanings ascribed to them below, and include the plural, as well as the singular:

**1.01 Agreement:** means this License Agreement, together with the following Exhibits, all of which are incorporated by reference into, and made a part of this Agreement:

Schedule 1	Payment Terms and Conditions;
Exhibit A:	Support and Maintenance Services Agreement
Exhibit B:	HIPAA / HITECH Business Associate Agreement

Exhibit C:	Cloud Services Agreement
Exhibit D:	InterRAI End-User Agreement
Exhibit E:	First Databank and DSM-5 Third-party content Addendum
Appendix A:	Preliminary Scope of Work and Implementation Methodology

**1.02 Enhancements:** means updated versions of Licensed Programs and Materials that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the Licensed Programs and Materials.

**1.03 Installation:** means making the Licensed Programs available to Licensee.

**1.04 License:** means the rights granted Licensee pursuant to Section 2 hereof.

**1.05 Licensed Programs:** means all the application software in object code format only, provided by or through Licensor to Licensee and listed on Schedule 1 attached hereto. Any third party ownership of these Licensed Programs is set forth in Schedule 1.

**1.06 Licensed Users:** means the users, either named or concurrent, who are granted access to the Licensed Programs and Materials per the terms of this Agreement. Licensed User also means an employee or agent of Licensee who has access as defined in Section 2 of this Agreement, to any of the Licensed Programs provided by Licensor to Licensee and listed in Schedule 1 attached hereto

**1.07 Materials:** means the user guides, training materials, supplemental materials and other documentation (and all revisions thereto) provided by Licensor to Licensee that relate to the Licensed Programs.

**1.08 Permitted Purpose:** means the Licensee's own corporate internal use only, of

Licensed Program and Licensed Materials, as outlined in Section 2 of this Agreement.

**1.09 Proprietary Information:** means information defined as such in Section 4.

**1.10 Release:** means a sequential product release of the Licensed Programs and Licensed Materials, with additional functionality, and fixes; designated with a numerical version number. New Releases include bug fixes, as well as Enhancements, are issued periodically, and are made commercially available to Licensor's customers.

**1.11 Services:** means the services that Licensor provides to Licensee listed on Exhibit A attached hereto.

**1.12 Third Party Products:** means any proprietary applications owned by third parties provided to Licensee by Licensor and listed on Schedule 1 herein.

**1.13 Implementation Schedule and Approval Date:** means the date that Licensor and Licensee mutually agree upon the implementation plan. It is agreed that this date will be no later than forty-five (45) days from the effective date of this Agreement. Within one (1) month of execution of this Agreement, Licensor and Licensee shall hold an implementation meeting to collaborate and produce and finalize a written Implementation Schedule. The Implementation Schedule will include prioritization of milestones for delivery of Licensed Programs and services. Upon completion of the Implementation Schedule, Licensor and Licensee shall indicate their approval to all of its provisions by signing and dating the Implementation Schedule.

## **SECTION 2 LICENSE AND MAINTENANCE**

**2.01 License Grant:** Subject to the conditions specified in this Agreement and Licensor's termination rights pursuant to Section 6 herein, Licensor hereby grants to Licensee, a royalty free, non-exclusive, non-transferable, perpetual License to

use the Licensed Programs and Materials listed in Schedule 1 herein for the Permitted Purpose.

**2.02 Conditions:** Licensee hereby agrees:

(a) To access the Licensed Programs and Materials within the number of Licensed Users identified in Schedule 1 of this Agreement;

(b) To use the Licensed Program and Licensed Materials only for its internal use and within the scope of Licensee's operations

(c) To comply with Licensor's proprietary rights as detailed in Section 4 of this Agreement;

(d) To make copies of those portions of the Licensed Programs and Materials provided strictly for Licensee's internal use in accordance with this Agreement.

(e) Not to (i) de-compile, disassemble, or otherwise reverse engineer all or any part of the Licensed Program, or (ii) create, produce, market, license to others or sell to others any product that competes with any of the Licensed Program, or (iii) permit any other person to do any of the foregoing.

(f) To acknowledge that the Licensed Programs may be derived, in part, from the software of a Third Party. As a condition to Licensee's right to use the Licensed Programs and Materials, Licensee shall execute and deliver any other agreement that such a Third Party may require.

(g) Licensee acknowledges that in order to access and use the third-party content provided by InterRAI under this License Agreement, each of its treatment professionals shall be required to accept the terms of the InterRAI End User License Agreement, substantially in the form attached hereto as Exhibit D. Licensee acknowledges that that End User License Agreement is required by InterRAI, and agreeing to its terms is a prerequisite to access and use of the InterRAI content.

**2.03 Update of Licensed Programs:** The License shall include and grants to Licensee the right to obtain all improvements or modifications Licensor shall make to the Licensed Programs and Materials listed on Schedule 1 herein. Licensor shall provide such updates and new releases to Licensee pursuant to the terms of the Services Agreement attached hereto as

Exhibit A, provided Licensee meets all of its obligations under this Agreement, including all payment obligations. Licensed Program updates may require additional equipment and/or Third Party purchases by Licensee.

**2.04 Audit Rights:** The Licensed Programs are licensed based upon the number of named Licensed Users specified in Schedule 1 of this Agreement. Licensor shall have the right to electronically audit the number of Licensed Users accessing the Licensed Program to ensure that the Licensee's use of the Licensed Program complies with the terms of this Agreement. If it is determined that more than the designated number of Licensed Users access or use the Licensed Programs at any one time, Licensee shall immediately purchase from Licensor, at then-current rates set by Licensor, a sufficient number of Licensed User licenses to account for the additional Licensed Users that accessed, or are accessing the Licensed Programs.

**2.05 Support and Maintenance:** Subject to Licensee's payment of the applicable fees in Exhibit A, Licensor agrees to provide support and maintenance, to the extent outlined in Exhibit A, as follows:

(a) Licensee shall pay the Support Services Fees stated in Exhibit A.

(b) Licensor shall, in its sole discretion, provide periodic releases of the Licensed Programs to include enhancements, corrections, and/or state and national regulatory changes, as applicable.

(c) Support provided by Licensor is defined in, Exhibit A

**2.06 Maintenance Term and Termination:**

(a) **Maintenance Term.** The initial term of Maintenance shall be five (5) years. Thereafter, the terms of Maintenance shall be automatically extended for successive one (1) year periods unless Licensee provides written notice to Licensor of its intent not to renew at least ninety (90) days prior to the renewal date.

(b) If Licensee elects not to purchase Maintenance or Licensee discontinues Maintenance and then subsequently elects to obtain or recommence Maintenance, Maintenance will be available at

Licensor's then-prevailing rates plus a one-time fee equal to all previously unpaid Maintenance fees that would have otherwise been incurred had the Licensee elected to receive maintenance plus the cost required to upgrade the Licensed Programs to their then-supported levels. If election to terminate Maintenance is made by Licensee, billing for third-party software will continue to the extent required to operate the Licensed Products, and Licensor will pay such third-party fees in accordance with the terms in this Agreement.

(d) In the event Licensee cancels its Maintenance prior to the end of the then-current term, Licensee shall be required to pay Licensor an amount equal to the remaining payments due under the then-current term.

### SECTION 3 REPRESENTATIONS AND WARRANTIES

**3.01 Patents, Copyrights and Trademarks:** Licensor, at its own expense, shall defend or, at its option, settle any claim, suit, or proceeding brought against Licensee on the issue of infringement howsoever arising as a result of or in connection with the supply, installation, training or use of the whole or any part of any Licensed Programs and Materials or any patent, copyright, trademark service, registered design or any application for the same, and will indemnify and hold Licensee harmless against all costs and damages incurred by Licensee in any such claim, suit, or proceeding, but only if, within twenty (20) days of the date on which Licensee is served with the claim, suit or proceeding, Licensee notifies Licensor in writing of the claim, suit or proceeding. If the Licensed Programs and Materials, or any part thereof furnished by Licensor to Licensee becomes, or in the opinion of Licensor may become, the subject of any such claim, suit or proceeding or if a court of competent jurisdiction renders a judgment from which no appeal can be taken enjoining the use of all or part of the Licensed Programs and Materials, Licensor shall:

(a) Obtain for Licensee the right under the patent, copyright or trademark to use the infringing part of the Licensed Programs and Materials; or

(b) Replace the infringing part of the Licensed Programs and Materials; or

(c) Suitably modify the infringing part of the Licensed Programs and Materials so that it retains the same functionality but is no longer infringing; or

(d) If the use of the infringing part of the Licensed Programs and Materials is prevented by permanent injunction from which no appeal can be taken, remove the infringing part of the Licensed Programs and Materials, terminate the License, and refund portion of the License fees paid with respect thereto, subject to the following proration schedule: the foregoing refund shall be reduced to eighty percent (80%) after the first anniversary of Installation, to sixty percent (60%) after the second anniversary of Installation, to forty percent (40%) after the third anniversary of Installation, to twenty percent (20%) after the fourth anniversary of Installation, and to zero after the fifth anniversary of Installation.

The foregoing states Licensor's sole obligation and Licensee's exclusive remedy with respect to any alleged infringement by all or part of the Licensed Programs and Materials.

**3.02 Disclaimer of Warranty:**

The Licensed Programs are licensed on an "AS IS" basis, without warranty, except as defined in Section 3.03 of this Agreement. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**3.03 Express Warranty:** Licensor warrants to Licensee that:

(a) Neither the Licensed Programs or Materials nor Licensor's performance of its obligations under this Agreement (including the Exhibits hereto), infringe, conflict with or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right of a third party;

(b) After Installation of the Licensed Programs including any revisions or additions, the Licensed Programs will be free from significant programming errors and from defects in workmanship and materials; however, Licensor shall

provide NO WARRANTY FOR ANY THIRD-PARTY PROVIDER'S PRODUCTS.

(c) Licensor has good title to the Licensed Programs and Materials and has the necessary rights, title and interest to grant the rights set forth in this Agreement to Licensee, free of any proprietary claims, liens, or conflicting claims of any third party;

(d) Licensor has no actual knowledge of any existing circumstances, event, contingency, plan, or other similar situation specific to Licensor that may threaten the initial or ongoing ability of Licensor to consummate and perform its obligations under this Agreement;

(e) Licensor shall perform all Services, in a professional manner, in accordance with industry standards; and

(f) The Licensed Programs do not contain any disabling viruses or any logic that disables features at a certain date.

Licensee shall report to Licensor in writing, any failure of the Licensed Programs to comply with the foregoing warranty. If Licensor fails to comply with this warranty, Licensor shall repair, correct, or replace (at its option and cost) the nonconforming Licensed Programs and Materials.

The foregoing warranty shall not apply to, and Licensor shall have no liability arising from:

(a) Defects resulting from improper or inadequate use, storage, or maintenance by Licensee;

(b) The combination of all or part of the Licensed Programs with any other product or part not furnished by Licensor to Licensee;

(c) Unauthorized modification or misuse and/or operation outside of the functionality described in the Materials applicable to the Licensed Programs;

(d) The gross negligence or willful misconduct of Licensee or its employees or agents.

**3.04 Exclusive Remedies:**

TO THE EXTENT ALLOWED BY ARKANSAS LAW, SUBSECTION 3.03 STATES LICENSOR'S SOLE RESPONSIBILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO ANY FAILURE OF THE LICENSED



PROGRAMS TO COMPLY WITH THE WARRANTIES SET FORTH IN SUBSECTION 3.03. THE WARRANTY AND REMEDIES STATED IN SUBSECTION 3.03 ARE IN LIEU OF ALL OTHER LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE LICENSED PROGRAMS. TO THE EXTENT PERMITTED BY ARKANSAS LAW, LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY OR ANY FAILURE OF THE LICENSED PROGRAMS TO COMPLY WITH THE WARRANTIES SET FORTH IN SUBSECTION 3.03 EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY ARKANSAS LAW, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOSS OF DATA, OR LOST PROFITS AND IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY ACTUAL DAMAGES IN AN AMOUNT THAT EXCEEDS THE LICENSE FEES PAID BY LICENSEE FOR THE LICENSED PROGRAMS UNDER SCHEDULE I OF THIS AGREEMENT.

**3.05 Content Provided by Licensor:**

While great care has been taken in organizing and presenting all text and other content included in the Licensed Programs and/or Materials therein "Content", Licensor does not warrant or guarantee its correctness, accuracy, or timeliness, including with respect to any product descriptions or information concerning medical devices, diagnosis measures, treatment alternatives, drug dosages, or any other medical recommendations or content. Licensor does not perform any independent analysis or investigation of any of the Content descriptions. Licensor does not assume, and expressly disclaims, any obligation to obtain and include any information other than that provided in the Content, and disclaims, and shall not be held liable for, any errors contained therein or use or misuse thereof. It should be understood that by making this material available, Licensor is not

endorsing or advocating the use of or reliance upon the Content, nor is Licensor responsible for the use or misuse of that content or any recommendations it may include due to, or other consequence of, any typographical error or other inaccuracy.

The editors and authors of the Content have conscientiously and carefully tried to present the Content, including diagnosis measures, treatment alternatives, and drug dosages, in conformance with the standards of professional practice that prevailed at the time of Content publication. However, such standards and practices in health care change as new data become available, and Licensee should consult a variety of sources. In addition, with respect to prescription medication, Licensee is advised to check the product information sheet accompanying each drug to verify conditions of use and identify any changes in dosage schedule or contraindications, particularly if the agent to be administered is new, infrequently used, or has a narrow therapeutic range. The Content is no substitute for individual patient assessment based upon the healthcare provider's examination of each patient and consideration of laboratory data and other factors unique to the patient. The Content should be used as a tool to help Licensee reach or understand diagnostic and treatment decisions, bearing in mind that individual and unique circumstances may lead the Licensee to reach decisions not presented in the Content.

LICENSEE UNDERSTANDS AND AGREES THAT LICENSOR NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT THE LICENSED PROGRAMS ARE INFORMATION TOOLS ONLY AND ARE NOT A SUBSTITUTE FOR COMPETENT MEDICAL ADVISORS. ALL MEDICAL PRACTICE MANAGEMENT AND PATIENT CARE DECISIONS MADE USING ANY OF THE PRODUCT(S) WILL BE EXCLUSIVELY THE RESPONSIBILITY OF LICENSEE. LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LICENSOR AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS THAT ANY IMPROPER MEDICAL TREATMENT RESULTED FROM USE OR RELIANCE UPON THE PRODUCT(S); PROVIDED, HOWEVER,

LICENSEE SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS LICENSOR FROM ANY CLAIM ARISING FROM AND TO THE EXTENT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR. LICENSOR DOES NOT WARRANT THAT ITS PRODUCT(S) WILL OPERATE UNINTERRUPTEDLY OR ERROR-FREE. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE INFORMATION AND DATA FURNISHED BY THE LICENSEE FOR PROCESSING WITH THE PRODUCT(S). TO THE EXTENT THAT DATA IS BEING TRANSMITTED OVER THE INTERNET HEREUNDER, LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NO CONTROL OVER THE FUNCTIONING OF THE INTERNET AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OF THE INTERNET. THE SUCCESSFUL OPERATION OF THE PRODUCT(S) IS DEPENDENT ON LICENSEE'S USE OF PROPER PROCEDURES AND SYSTEMS AND INPUT OF CORRECT DATA.

#### SECTION 4 PROPRIETARY RIGHTS, DISCLOSURE

**4.01 Client Confidentiality:** Licensor acknowledges that all of Licensee's client-related data is protected by federal and state confidentiality laws and regulations. Licensor shall hold all client-related data in strict confidence and shall not release to a third party any client-related data without the written consent of Licensee or proper legal process. Access of any client related data by Licensor's employees shall be limited to a "need to know" and Licensor shall keep complete and accurate records of all such access by its employees. At the request of Licensee, Licensor shall provide to Licensee the names of Licensor's employees who have or had access to client-related data along with the dates and times of such access. Licensor shall use client-related data for the sole purposes outlined in this Agreement and if client data is in its physical location, shall return or destroy client data upon the completion of the services performed under this Agreement. Licensor shall not copy or

reproduce client-related data except as required to perform the services under this Agreement and Licensor shall not retain client-related data beyond the time required to perform the services under this Agreement. Licensor shall notify Licensee in writing within five (5) business days of receipt of any subpoenas or court orders. Licensee may at its sole cost and expense contest or defend any court actions related to the disclosure of client-related data and Licensor shall have no duty to do so.

**4.02 Licensor's Proprietary Rights, Inventions, Improvements:** Licensor claims and reserves to itself all rights and benefits afforded under U.S. copyright law and all international copyright conventions in the Licensed Programs and related Materials as restricted, unpublished works. Licensee agrees that all rights, title and interest in and to the Licensed Programs and Materials and all improvements and inventions (collectively, "Improvements") made in respect to the Licensed Programs and Materials made by Licensor and all Third Parties identified in Schedule 1 of this Agreement are the sole and exclusive property of Licensor and the Third Parties. This Section 4.02 is in effect whether or not Licensor and Third Parties identified in Schedule 1 of this Agreement hold a patent or copyright. Licensee acknowledges and agrees that it shall acquire no right, title or interest in the Licensed Programs and related Materials by virtue of this Agreement or otherwise.

**4.03 Disclosure:** Licensor and Licensee acknowledge that each party is in possession of valuable trade secrets and confidential information. As such, Licensor and Licensee agree as follows:

(a) Except as expressly provided in this Agreement, neither party, without the prior written consent of the other, shall disclose to any third party (i) any information regarding the terms of this Agreement or exchanged in connection with the negotiation of this Agreement or regarding the transactions contemplated hereby, or (ii) any information regarding the actual or anticipated business or technology of the other party, in either case to the extent disclosed by the other party in connection with the transactions contemplated hereby or the performance by the other party of such party's

obligations hereunder, including information regarding or which includes clients, customers, business practices, business prospects, financial condition, pricing policies, processes, technical data or specifications, source code (including all software design, architecture and processes), information obtained by disassembling, decompiling or reverse engineering hardware or software, or any other proprietary information (collectively, the "Proprietary Information");

(b) Notwithstanding the provisions of paragraph 4.03(a) above, Licensor and Licensee acknowledge Licensee's obligation to comply with the Arkansas Freedom of Information Act (the "Act"). In the event that Licensee is compelled to disclose the business records or trade secrets of the Licensor, including this contract, to any person making a request under the Act, Licensee shall notify Licensor of such disclosure within 15 days.

(c) Notwithstanding the foregoing, each party may (i) disclose the Proprietary Information of the other party to such party's employees, directors, advisers, consultants, and representatives with a "need to know" and who agree to be, or are otherwise required to be, subject to the confidentiality restrictions of this Section 4, (ii) disclose all or such portion of the Proprietary Information of the other party as such party shall be ordered to disclose to a judicial or administrative agency of competent jurisdiction, provided that such party shall give the original disclosing party reasonable notice of such order and a timely opportunity to attempt to preclude or limit such production, (iii) disclose the terms of this Agreement to the extent necessary to comply with any applicable securities laws, and (iv) disclose the existence, general terms and the length of term of this Agreement to such party's current and prospective business partners and investors;

(d) The obligations in this Section 4 shall not apply to any information disclosed by either party to the other party hereunder to the extent that, and after such time as, such information (i) becomes publicly available other than by a breach of this Agreement, (ii) is rightfully received by the non-disclosing party from a third party who is not under an obligation of confidentiality with respect thereto, (iii) can be demonstrated to have been independently developed by the non-disclosing party without access

to or use of any of the Proprietary Information of the other party, or (iv) is known to the non-disclosing party at the time of disclosure, provided that the non-disclosing party shall have promptly delivered to the other party written notice of such prior knowledge;

(e) Each party agrees (except to the extent that such party has rights to such Proprietary Information in accordance with this Agreement) to (i) cease using the Proprietary Information of the other party upon the expiration or termination of this Agreement, (ii) promptly return to the other party all materials embodying the Proprietary Information of the other party upon the expiration or termination of this Agreement and, at any time prior thereto, promptly upon written request of the other party (except to the extent the non-disclosing party has rights to such Proprietary Information in accordance with this Agreement) and/or destroy all copies and materials and provide an affidavit confirming this; and

(f) Each party shall ensure that its staff and agents respect the obligations of such party under this Section 4.

**4.04 Specific Enforcement:** The parties acknowledge that any breach of their obligations under this Section 4 would constitute a material breach of this Agreement. The parties agree that, upon any such breach of this Section 4, the non-breaching party shall be entitled to injunctive and other equitable relief, in addition to such remedies as may be available at law.

**4.05 Ownership.** All Proprietary Information shall remain the property of the disclosing party, subject to the rights set forth in this Agreement.

**4.06 Notices:** Each party agrees to maintain, produce, and include all proprietary and/or trade secret notices or legends provided by the other on any copies of the other's Proprietary Information made by that party.

**4.07 Maintenance of Patent, Copyright and Trademark Protection:** Licensee shall respect, and shall not remove, any of Licensor's patent, trademarks, copyright or other proprietary notices appearing on any container or display of the Licensed Programs and Materials related thereto.



Failure by Licensee to observe the foregoing requirements constitutes a material breach of this Agreement.

**4.08 Permission to Advertise the Business Relationship:** Licensee agrees to grant permission to Licensor to use Licensee's business name in press releases, published customer lists, and customer testimonials. Such permission will not be unreasonably withheld by Licensee.

#### **SECTION 5 SOURCE CODE ESCROW**

**5.01 Licensed Programs Source Code:** Licensor has placed the source code of those components of the Licensed Programs and Materials, which are solely owned by Licensor as detailed in Schedule 1 in escrow with an escrow agent.

If, at any time hereafter, Licensor shall:

(a) Cease to provide support for the Licensed Programs for reasons other than Licensee's non-compliance with contractual clauses; or

(b) Apply for the appointment of a trustee or receiver for any part of its assets, make an assignment for the benefit of creditors, commence any proceedings relating to it under any Chapter 7 bankruptcy proceeding, dissolution or other liquidation law of any jurisdiction, or any such application is filed, or any such proceedings are commenced against Licensor and Licensor indicates its approval, consent or acquiescence, or an order is entered appointing such trustee or receiver, or adjudicating Licensor bankrupt under a Chapter 7 proceeding, or approving the petition in any such proceedings, or any order is entered in any proceedings against Licensor decreeing the dissolution or division of Licensor or its assets, or any material part of the operations of Licensor shall cease;

Then Licensor, Licensor's trustee in bankruptcy, or a directive from a court of competent jurisdiction, shall notify the agent by certified mail, with a copy of the notice to Licensee, to deliver a copy of the Licensed Programs source code to Licensee. Licensee may use, copy, modify and make derivative works based upon such source code and related documentation only as

reasonably required for Licensee's internal use and permitted purpose of the Licensed Program in accordance with this Agreement. Licensor shall pay a registration fee of \$500 upon contract signature, and \$250 at the beginning of each calendar year and provide documentation to Licensee of the annual renewal of source code escrow.

#### **SECTION 6 TERM AND TERMINATION**

**6.01 Terms:** This Agreement is effective from and after the date of its execution until terminated as detailed in this Section 6 of this Agreement.

**6.02 Termination by Licensor:** Failure by Licensee to make payment of any undisputed invoice past due more than sixty (60) days shall constitute default of this Agreement. Upon such default, Licensor, at its sole discretion, may terminate this Agreement after delivery of written notice to Licensee and without further obligations or liability. Failure to pay may result, at the option of the Licensor, in suspension of Services.

In addition, Licensor may terminate this Agreement in the event of a default by Licensee in the performance of any material obligation under this Agreement or a material breach by Licensee of any provision of this Agreement that is not cured within thirty (30) days after delivery of written notice by Licensor. If Licensee fails to cure such default or breach, Licensor may terminate this Agreement by delivering a written notice to Licensee specifying a termination date no earlier than thirty (30) days from the date of such written notice.

**6.03 Termination by Licensee:** Licensee may terminate this Agreement without cause at any time upon written notice to Licensor, specifying a termination date no earlier than thirty (30) days from the date of such written notice. Upon such termination, Licensee shall remain liable for any accrued but unpaid fees relating to Licensed Programs and Services, but shall incur no further payment obligations under this Agreement. In the event Licensor ceases its business operations, then Licensee may, at its sole discretion, immediately terminate this

Agreement upon giving written notice of termination to Licensor. The Licensee may cancel this Agreement unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Licensee. Upon such termination, Payments shall be made for completed services or deliverables delivered to and approved by the Licensee at the contract price. Payment shall be made for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Licensee at a price mutually agreed upon by the parties.

**6.04 Return of Software:** Within ten (10) days after the termination of this Agreement, Licensee shall either (i) return to Licensor all copies of the Licensed Programs and Materials in Licensee's possession or under its control, or (ii) destroy all copies of the Licensed Programs and Materials and provide a sworn affidavit to Licensor to the effect that all such items have been destroyed, to the best of Licensee's knowledge and through its best efforts. All unpaid or accrued License fees and payments provided in Schedule 1 of this Agreement shall be immediately due and payable upon such termination.

**6.05 Survival:** Sections 2, 3, 4 and 6 of this Agreement shall survive the termination of this Agreement or any License under this Agreement.

## **SECTION 7 GENERAL TERMS AND CONDITIONS**

**7.01 Amendment:** The parties may amend this Agreement (including the Exhibits attached hereto) only upon the written consent of both Licensor and Licensee.

**7.02 Force Majeure:** Neither party to this Agreement shall be responsible, nor shall it be held liable to the other, for any non-performance or delay in performance of its obligations under any term

or provision of this Agreement directly or indirectly resulting from any cause or circumstance beyond its control, (including, by way of example, war, strike, riot, or natural disaster) or failure of the other party hereto to fulfill any of its obligations hereunder.

**7.03 Notices:** Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given (a) the following business day after having been timely sent by reputable overnight courier service for priority, next day delivery, or (b) upon confirmation of receipt by the recipient after having been sent by electronic mail or fax, in each case to the applicable party's street address, e-mail address, or fax number as set forth below (as the same may be amended by such party upon written notice to the other), or by such other means as the parties may hereafter agree in writing:

**Licensee:**

**Street:** 700 Main Street  
**City, State, Zip:** Little Rock, AR 72203  
**Attn:** Tim Lampe  
**Phone:** 501-320-3988

**Licensor:**

540 N. Tamiami Trail  
Sarasota, Florida 34236  
**Attn:** Leigh Orlov, President  
**Phone:** 941-954-3403, ext. 236

**7.04 Choice of Law:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arkansas.

**7.05 Initial Dispute Resolution:** At the written request of either party, the parties will attempt to resolve any dispute arising through the informal means described in this section. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of

## License Agreement



the dispute may not be commenced until: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) sixty (60) working days after the initial request to negotiate the dispute.

While any such dispute is unresolved, the parties shall, without delay, continue to perform their respective obligations under this Agreement. The parties further agree to use their best efforts in a good faith attempt to resolve said disputes on a timely basis. If the parties fail to resolve the dispute within sixty (60) working days of the initial written notification, then each party may assert its rights and remedies as provided under this Agreement.

**7.06. Claims by Licensor to be Brought before the Arkansas State Claims Commission.** In the event the parties fail to resolve a dispute pursuant to the Initial Dispute Resolution procedures set forth in Section 7.05, said remaining controversy, dispute, or claim arising out of or relating to this Agreement, or any waiver or amendment, or any breach hereof, if brought by the Licensor, shall be resolved by a claim filed with the Arkansas State Claims Commission and pursuant to its Rules and Regulations. Licensee may elect to bring any such claims in the state courts of Arkansas, or other forum of its choosing.

**7.07 Complete Agreement:** This Agreement (including all of the Exhibits attached hereto) contains the final, complete and exclusive expression of the understanding between the parties with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by either of them. No course of prior dealings between the parties and no custom of usage of trade or course of performance rendered under this Agreement is relevant to supplement or explain any term used in this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

### **7.10 Assignment; Binding Effect:**

Either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets, provided that any survivor or successor thereupon assumes the obligations and liabilities of such party under this Agreement. Neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment or delegation without such consent will be void. This Agreement is binding on, and inures to the benefit of, the parties and their successors, legal representatives, and permitted assignees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


**LICENSOR:**

By:

  
LEIGH ORLOV  
PRESIDENT

**LICENSEE:**

By:

  
Arkansas Department of Human Services  
Director of Quality Assurance

Its:

June 3, 2014

**SCHEDULE 1****1. LICENSED PROGRAMS**

The Licensed Programs and Materials are derived from proprietary software of either Licensor or other Third-Party vendors as distinguished by the ownership designation set forth below. Licensor or the other Third-Party vendors retain ownership of their respective Licensed Programs, and Materials. The proprietary rights of Licensor or the other Third Party vendors set forth in Section 4 of the Agreement are incorporated herein by reference.

<b>PRODUCT NAME</b>	<b>FUNCTION</b>	<b>LICENSOR<sup>(1)</sup></b>
CoCentrix CCP	Case Management and EHR	CoCentrix, Inc.
CareTiles	Patient Engagement	CoCentrix, Inc.
Dynamics CRM	Development Platform	Microsoft Corporation
DSM-IV and DSM-5 Codes <sup>(2)</sup>	Diagnostic Coding System	American Psychiatric Association
InterRAI Assessment Tool	Uniform Assessments	InterRAI
-FDB MedKnowledge, USA Enhanced Clinical Solution Database -FDB MedKnowledge API, CPOE/EMAR/ Ambulatory -FDB OrderKnowledge	Medication Database for Medication entry, CPOE, EMAR	First Data Bank
BizTalk	Utility	Microsoft Corporation
Windows Server	Utility	Microsoft Corporation
SQL Server	Database	Microsoft Corporation

<sup>(1)</sup> Licensor reserves the right to exchange the Third Party Programs listed in the above upon 30 days prior written notification, provided the Third Party program provides same or better functionality.

<sup>(2)</sup> CoCENTRIX will provide DSM Codes. Those codes are licensed without updates. Updates published by the American Psychiatric Association, will require payment of additional fees by Licensee to Licensor, and as required by the APA in order for Licensor to make the codes available in connection with the Licensed Programs.

## 2. LICENSED PROGRAM FEES AND PAYMENT TERMS

**Table 1. Licensed Programs Fees**

LICENSED PROGRAMS FEES <sup>(1)</sup>	Fee	QTY	Total Fee	Payment Terms
CoCENTRIX CCP Enterprise License <sup>(2,3,4,5)</sup>	\$1,000	5500	\$5,500,000	Upon execution
CoCENTRIX CCP Provider Access License <sup>(3,4,5)</sup>	\$45.00	46,000	\$2,070,000	See Footnote 5
CoCENTRIXccp Client Portal	\$115,000	1	\$115,000	90 days from execution
CoCENTRIX Care Tiles Professional User License	\$0	100	\$0	N/A
First Data Bank Content – AR DHS 3,500 Users	\$52,500	1	\$52,500	Annual fee <sup>(6)</sup> First year fee due 90 days from execution
First Databank Content – 1,112 Residential Beds	\$30,600		\$30,600	
DSM 5 Codes	\$49,500	1 (5500 Users)	\$49,500	Annual fee First year fee due 90 days from execution

<sup>(1)</sup> Licensee must provide its own Microsoft Windows Server and SQL Server Licenses.

<sup>(2)</sup> Includes License for InterRAI Assessment and algorithms.

<sup>(3)</sup> CCP License includes appropriate CRM License for user-type.

<sup>(4)</sup> Includes CRM Server, BizTalk Runtime Server.

<sup>(5)</sup> License commitment is 46,000 licenses. At least 10,000 CoCENTRIX Provider Access Licenses to be purchased upon execution. CoCENTRIXccp Provider Access Licenses to be purchased in 10,000 user blocks until reaching 40,000 licenses, then can be purchased in 1,000 user blocks. Initial purchase of 46,000 licenses to be completed by December 31, 2014.

<sup>(6)</sup> First Data Bank fees are subject to an annual three percent (3%) increase.

### Definition of CoCENTRIXccp Licenses:

- **Enterprise Access (Full)** - Provides full system administrative access, ability to create and edit workflow, develop dashboards/reports and processes, and full read/write ability. Users that will be doing system configuration and defining process, viewing multi-user tracking summarization. Includes all EHR functions.
- **Provider Access (Basic)** - Provides read write access to the following functions: Access to and use of the Assessment Library for a defined set of Assessments; Care/Service Planning; Service Authorizations; Service Recording and Case/Progress Notes. Users that will be reviewing Care Plans, Conducting Assessments, and Recording Services and Progress Notes will need this access. Does not include EHR, reporting or dashboard functions.
- **Portal Access** - View only access based on configuration. Access will need to be administered/configured to share only appropriate information.



**Table 2 – Additional CoCentrix CCP Named Users**

Blocks of Users	Fees	Payment Terms
Each additional block of 500 ccp Enterprise licenses	\$500,000	Upon purchase
Each additional block of 1,000 ccp Provider Access licenses	\$45,000	Upon Purchase
Each additional CareTiles Professional User License	\$300	Upon Purchase

### 3. SERVICE FEES AND PAYMENT TERMS

The parties will finalize the in-scope services within thirty (30) days after the Agreement date (the “Final Project Plan”) with additional agreed-upon details regarding the implementation, such as, (a) the specification of all tasks and subtasks that need to be performed for the in-scope implementation, an allocation of responsibility for those tasks and subtasks among Customer, CoCENTRIX and, to the extent agreed, third parties, (b) the target start and completion dates for such tasks/subtasks, and (c) addressing other agreed to matters.

The Final Project Plan shall not modify each party’s level and scope of responsibility specified in the Scope of Work attached hereto as Appendix A and shall cover the same scope of work and in-scope services identified therein. Once agreed to by the parties, such Final Project Plan will automatically become part of this Agreement. In the event of any conflict between the Final Project Plan and the preliminary Scope of Work, the Final Project Plan shall govern.

The Service Fees in Schedule 1 are based on and subject to the defined scope set forth in the preliminary Scope of Work. The Parties acknowledge and agree that changes in the actual or anticipated client environment, changes in the client disclosed requirements, mutually agreed upon changes to assumptions, resource requirements, and/or hours estimates set forth in this Agreement may justify changes to the Final Project Plan and/or increases in the Service Fee and such changes will be addressed in a written change order and will be attached via amendment to the Agreement. Neither Party shall unreasonably withhold or delay agreement on any reasonably appropriate modifications to any of the foregoing. Want a not to exceed number

**Table 4 - Professional Services**

SERVICE <sup>(1,2,3)</sup>	Fee	QTY	Total Fee	Payment Terms
Installation and Set-Up of test, production and training environment	\$ 30,000	3	\$ 90,000	Upon completion of Software Installation
Conversion	\$ 20,000	2	\$ 40,000	Upon completion of each conversion
Implementation Services	\$ 639,900	1	\$ 639,900	As incurred
Training	\$ 112,200	1	\$ 112,200	As incurred
Hosting Set-up Fee (Per Environment)	\$ 6,000	3	\$ 18,000	Upon Execution
Hosting (Cloud) Services Fee	\$ 8,000	3	\$ 24,000	Monthly for first three months <sup>(4)</sup>
Additional Custom Report Development (80 Reports)	\$225/hour	800	\$180,000	As incurred

- (1) Additional Professional Services hourly rates are outlined below. Implementation Services Fee will not exceed \$1,000,000
- (2) Days are from 9:00am to 5:00pm with an hour break for lunch.
- (3) Conversion price is per system being converted.
- (4) Monthly Hosting (Cloud) Service Fees will be charged based upon volume. Initial three months will be charged \$8,000 per month, then will be charged as incurred (to be determined) based on Licensees third-party costs.

**Table 5 – Interfaces**

Interfaces	Cost per Interface	Payment Terms
MMIS	\$20,000	Upon completion
Eligibility (Answer/EEF)	\$20,000	Upon completion
ARShare (HIE)	\$20,000	Upon completion
Additional Interfaces	\$20,000	Upon completion

Services will be delivered via on-line meetings, unless otherwise requested by Licensee. If on-site meetings are requested, Licensee shall reimburse Licensor for all travel and per diem expenses incurred by Licensor while performing services at Licensee facilities as follows:

- Airfare (coach): Cost
- Lodging: Cost
- Meals: \$50 per day
- Rental Car: Cost
- Personal Vehicle Use: Current Federal Rate per mile

Services rates and related travel and per-diem charges are valid for a period of twenty-four (24) months after execution of the Agreement.

#### 4. FEES FOR ADDITIONAL SERVICES

The following are charges for services that will be applied, if these services are requested by Licensee:

- CCP Consultant \$225.00 Per Hour
- Project Manager \$250.00 Per Hour
- Clinical Consultant \$275.00 Per Hour
- Application Consultant \$250.00 Per Hour
- Billing Consultant \$200.00 Per Hour
- Technical Consultant \$200.00 Per Hour
- Training Services \$175.00 Per Hour

The above charges are valid for a period of twelve (12) months after execution of the Agreement.

## 5. GENERAL PAYMENT TERMS

The payments described in this Schedule 1 are payable upon the occurrence of the events specified therein, and at the latest within thirty (30) days of invoice receipt. Failure to pay as defined may result, at the option of Licensor, in suspension of any services listed on this Schedule 1 and/or Support Services, or Termination as defined in Subsection 6.02 of this Agreement; provided that Licensor shall provide Licensee with written notice and an opportunity to cure as set forth in Sections 7.05 of this Agreement.

Licensee shall, where obligated by law to do so, directly pay all applicable taxes relating to or assessable against the Licensed Program, Installation, Training and Consulting services, or any services related thereto, including all personal property taxes and state sales and/or use taxes but excluding taxes based on Licensor's taxable income and excluding any other taxes based on Licensor's business operations. If Licensee elects to challenge the applicability of any such taxes, Licensee shall inform Licensor and will supply Licensor with all relevant documentation substantiating Licensee's right to withhold payment of such taxes. It is contemplated that Licensee will directly pay all sales and use taxes incident to this Agreement; provided, however, Licensee agrees to reimburse Licensor (after receipt by Licensee of appropriate documentation from Licensor) for any payments of sales or use taxes paid by Licensor on behalf of Licensee pursuant to this Agreement or assessed by a taxing authority against Licensor.

### EXHIBIT A

#### SUPPORT AND MAINTENANCE SERVICES

- 1.01 Covered Programs and Utilities:** The following Licensed Programs and Materials are covered under Support Services. Licensee shall pay the annual fees as set forth in Section 2.01 of this Exhibit A.

LICENSED PROGRAMS (Named Users)	Annual Fee
CoCENTRIX CCP Enterprise License <sup>(1)</sup>	\$1,100,000
CoCENTRIX CCP Provider Access License <sup>(1)</sup>	\$ 621,000
CareTiles Professional User License (If additional licenses purchased)	\$60 Each

<sup>(1)</sup> For any additional named users the annual Support Service Fees per Enterprise user is \$200 and for Provider Access user is \$13.50, subject to annual increases as outlined in Section 2.01 below.

- 1.02** Licensee will have the ability to access Licensor's website, via secured credentials, to place trouble tickets for support and to access FAQs / Knowledgebase.

Licensor agrees to provide and Licensee agrees to accept the Support Services for the Licensed Programs and Materials listed above at the annual fees indicated. Should Licensee choose to discontinue support for purchased licenses, Licensee shall provide sixty (60) day notice of discontinuation of Support Services for such licenses and Licensee shall adjust the Support and Maintenance Fees accordingly on a go-forward basis.

## SECTION 2 PAYMENT TERMS

**2.01 Payment Terms:** Licensee agrees to pay the invoiced fees for the Support Services at the rates established hereto. The fees for Support Services shall be payable within thirty (30) days after receipt by Licensee of a duly executed invoice. The first month of the Licensed Programs Support Services fees begins 90 days from execution of this Agreement. Licensed Program Support Services for The Provider Access Licenses will be phased-in based on block purchases of the Licenses through December 31, 2014. For the four annual renewal periods following the initial year, the annual Support Services fees for the Licensed Programs are as follows:

- Year 1: \$1,721,000
- Year 2: \$1,772,630
- Year 3: \$1,825,809
- Year 4: \$1,880,583
- Year 5: \$1,937,000

For any subsequent years, annual increases in support fees will become applicable at the beginning of each contract anniversary year and will not exceed three percent (3%) per year (as noted above). Licensee may discontinue Support Services on Provider Access Licenses after the first anniversary of the Agreement upon notification to Licensor. Support Services fees will be adjusted accordingly on a go-forward basis, and Support Services fees on a per license basis on active licenses will not be increased due to such discontinuation of Support Services.

## SECTION 3 SCOPE OF SERVICES

**3.01 Support Staff:** The Support Services offered by Licensor will be provided by a team of Licensor's employees who staff the Licensor's Support Center. The Support staff is available during Licensor normal business hours (8:00 a.m. to 8:00 p.m. EST) Monday through Friday. An on-call system is also offered after hours on all days and at all times outside Licensor's normal business hours for critical support needs. **Licensee shall provide Level 1 support via call center for all Provider Access users.**

**3.02 Support Services:** The following is a list of services ("Support Services") offered under the Support Services Agreement at no additional fees to Licensee, provided Licensee pays the agreed upon monthly Support Services fees:

- (a) Software support available to Licensee for processing of reported concerns, diagnosis, and resolution of defective application functionality for licensed software;
- (b) Written notification of the availability of software updates and/or new releases to Licensee and the forwarding to Licensee of such notices of updates or new releases during the term of the Support Services Agreement period;
- (c) Support for installation of upgrades and new releases performed by Licensee at a licensed site;
- (d) Licensee support available for guidance on published software materials and intended use of licensed software;
- (e) In the instance that licensee reports a software defect for a software version that was released greater than three (3) months prior, the licensor will consider required changes to the most recent publicly

available or future version releases of licensed software only. Licensor will not promote or support changes to licensed software versions released greater than three (3) months prior, when a newer version of the licensed software is available to licensee; and

(f) Programming and modifications/updates of billing components as required by Third Party payers.

Telephone support services are provided as needed by Licensee under this Exhibit A. Licensor will use its best efforts to answer telephone calls from Licensee within the same business day. When appropriate, Licensor and Licensee may also communicate with each other via e-mail with regard to Support Services. Licensor will use its best efforts to provide substantive responses to e-mails received from Licensee within the same business day.

Licensee may request additional customized assistance outside the scope of the Support Services. In this context, Licensor will provide the requested services on a time and materials basis and Licensee will be charged at the negotiated current rate per hour, plus travel and per diem expenses if on-site consulting is required. All travel and per diem expenses associated with on-site consulting, as well as the number of hours required for each occurrence will require a detailed budget from Licensor and prior written approval by an appropriate Officer of Licensee. Certain negotiated rates for additional services are set forth in Schedule 1 of this Agreement.

**3.03 Performance Standards:** If any of the Licensed Programs functionality fails to conform to the specifications set forth in the Licensed Materials, Licensor agrees to respond according to the following priority schedule:

Priority Level	Priority Level Definition	Required Response
<b>CRITICAL</b>	A problem preventing Users from reasonably continuing work with the Licensed Program	Licensor will begin work on the problem within two (2) hours of notification and continue until an acceptable resolution is achieved
<b>URGENT</b>	Features of the Licensed Program are needed for performing daily functions and no work around is available	Licensor will begin work on the problem within four (4) hours of notification and continue until an acceptable resolution is achieved
<b>IMPORTANT</b>	Important features of the Licensed Program are needed and no work around is available	Licensor will begin work on the problem within twenty four (24) hours of notification and continue until an acceptable resolution is achieved
<b>NEEDED</b>	Other features of any of the Licensed Program are reasonably needed and for which no work around is available	Licensor will begin work on the problem within seventy-two (72) hours of notification and continue until an acceptable resolution is achieved
<b>DESIRABLE</b>	Users have questions about potential enhancements to performance of the Licensed Program (other than normal questions that are handled under the Support Services Agreement)	Licensor will respond as soon as practicable but in no event later than two (2) weeks after notification



**3.04 Licensee's Responsibilities:** In order to receive Support Services, Licensee is expected to perform the following:

- (a) Be licensed for the Licensed Programs for which Support Services are requested;
- (b) Maintain the system at current releases and load and test new revisions within three (3) months of release date;
- (c) Maintain the operating system and designated approved equipment at releases supported by the operating system and equipment manufacturer;
- (d) Have documentation of reported malfunction available to Licensor staff for telephone and/or on-site consulting;
- (e) Notify Licensor immediately in the event of the Licensed Programs malfunctions;
- (f) Perform reasonable tests within an agreed upon timetable upon the request of Licensor Support Staff;
- (g) Provide, if required, Licensor with suitable data to investigate Licensee reported questions and problems;
- (h) Provide access to a dedicated data communications line and associated communications devices to enable Licensor to employ data communications, diagnostic, support and repair services. This communication link shall be readily available to Licensor at all times. The Licensor policy regarding access to Licensee's data is as follows: Licensor will provide Licensee a secured trouble ticket system to request assistance regarding any of Licensor's products or services

Licensee shall provide "Level 1" support to all users of the Provider Access Licenses. Level 1 support shall consist of Licensee's own telephone support and triage of all incoming calls from Provider Access users, prior to Licensee contacting Licensor for support.

By Licensee accessing the secure trouble ticket system, Licensee acknowledges its understanding that Licensor's staff may be required to access one or more of Licensee's environments in order to research and/or resolve this request for support. If Licensor staff is required to access Licensee's system, Licensor will (1) adhere to all contractual agreements regarding access to Licensee's system and (2) will log their access in Licensee's support access log.

Once Licensee engages Licensor for support, an implied contract is in effect. The Licensee will be provided with assistance using the tools available to Licensor staff. If the Licensor's staff member must access Licensee's DB or PHI, Licensor will limit its access to the areas impacted. Licensor staff will not have to ask for permission to connect subsequent times during the resolution of the requested assistance (i.e., the duration of the trouble ticket). The Licensee will notify Licensor if they do not want to continue to grant access their system during the resolution of this problem.

Licensor staff will document their access in the support access log. This log will include the following information: name of Licensor staff, brief purpose, trouble ticket number (if available), date, start time and end time, person authorizing. The name of the staff member is automatically documented based on the Licensor's staff's secure unique network log on. This log will be available to the Licensee via the customer website. This information is available at any time. The log will also be available to management to review appropriate access to customer databases;

- (j) Maintain daily backups of all data files and directories;
- (k) Provide the necessary training to its new employees. Each new employee utilizing the Licensed Programs must be provided a certificate of training, either by Licensee or Licensor; and
- (l) Employ technical staff that can provide Industry Standard Network System Management.

**SECTION 4  
EXCLUSIONS**

**4.01 Exclusions:** Licensor reserves the right to exclude from Support Services coverage any Licensed Programs malfunctions that result from the following:

- (a) Improper or inadequate use, storage, or maintenance by Licensee;
- (b) The combination of all or part of the Licensed Programs with any other product or part not furnished by Licensor to Licensee, except with respect to Commercial Desktop Applications and Commercial Client Server Applications identified in Schedule 1 or as otherwise approved by Licensor from time to time;
- (c) Unauthorized modification or misuse, operation;
- (d) The gross negligence or willful misconduct of Licensee or its employees or agents;
- (e) Operation outside of the environmental specification as published by the hardware equipment manufacturer;
- (f) Improper Hardware equipment site preparation and maintenance, as published by the equipment manufacturer;
- (g) Lack of training by Licensees trainers of Licensee's new employees; and
- (h) Inadequate backup and/or Network System Management by Licensee.

## EXHIBIT C

## CLOUD SERVICES AGREEMENT - TERMS AND CONDITIONS

This Cloud Services Agreement ("CSA") is made this 6<sup>th</sup> day of June 2014, by and between CoCENTRIX, Inc., a Florida Corporation with its principal office at 540 North Tamiami Trail, Sarasota, FL 34236 (hereinafter referred to as the "Licensor"), and Arkansas Department of Human Services (hereinafter "Licensee"). This Cloud Services Agreement is an Exhibit to the Agreement between the parties and incorporates all of the terms and conditions of that Agreement. In the event of any conflict between the terms of this CSA and the Agreement, the Agreement shall control.

SECTION 1  
DEFINITIONS

As used in this CSA, the following capitalized terms have the meanings ascribed to them below, and include the plural, as well as the singular:

1.01 **User:** means an employee or agent of Licensee who is permitted to access any of the Licensed Programs provided by Licensor to Licensee under the Statement of Work.

1.02 **Licensee's Software:** means the Licensed Programs which the Licensee has licensed under the Statement of Work

1.03 **Data Center:** means a facility provided by the Licensor or the Licensor's cloud partner, to house the Servers.

1.04 **Designated Location:** means any office location where Licensee operates its business.

1.05 **Liaison Officer:** means the person Licensee designates to (a) act as the exclusive liaison between Licensee and the Licensor (b) have overall responsibility for directing and coordinating all of Licensee's activities hereunder, and shall be vested with all necessary authority to fulfill that responsibility; and (c) provide guidance to the Licensor on issues that relate to Licensee's organizational structure.

1.06 **Statement of Work:** means the Statement of Work entered into between the Parties on June 6, 2014, 2014.

1.07 **Normal Business Hour:** means the hours between 8:00 AM and 5:00 PM central time zone, Monday through Friday.

1.08 **Servers:** mean collectively the shared computer equipment, operating system, and System Software required to support Licensee's Users according to the terms and conditions of this CSA.

1.09 **System Software:** means software provided to Licensee under the Statement of Work or purchased independently by the Licensor or the Licensor's cloud partner to operate the Servers and provide Support Services.

1.10 **Support Services:** mean collectively the services set forth in Section 4.

1.11 **Term:** means the period set forth in Section 7.

1.12 **Unauthorized User:** means any person who is not a User.

## SECTION 2 SYSTEM ACCESS

3.01 For each User, the Licensor will provide Licensee access to the Licensed Programs within Licensee's Designated Location.

## SECTION 3 CLOUD SERVICES

4.01 The Licensor shall provide Licensee with access to the Data Center, the Licensed Programs and Servers via local network, telecommunications and/or the internet for the purposes of supporting Licensee's Designated Location. The Licensor shall use its own personnel and/or contractors retained by the Licensor, and at the Licensor's expense, to support and maintain the operating environment for Licensed Programs, at its Data Center for Licensee's day-to-day business use. The Licensor reserves the right at its discretion to rely on a cloud partner to provide the Data Center and other IT infrastructure services and obligations described in this CSA, and it is anticipated by all parties that Licensor will do so.

4.02 **Availability:** The Licensor agrees to use commercially reasonable efforts to make the Servers, the Data Center, and Licensed Programs available for Licensee's use twenty-four hours per day, seven days per week, each day of the year, except for periods of scheduled maintenance or updates of the Licensed Programs, network and/or the Data Center. Regular maintenance will be scheduled to avoid interrupting Licensee's Normal Business Hours. The Licensor reserves the right to interrupt access to the Servers, Licensed Programs and Licensee's data to perform emergency maintenance as needed. The Licensor agrees to use commercially reasonable efforts to notify Licensee prior to any maintenance or service interruption. In the event of an unscheduled outage resulting from a power outage, server hardware failure, software failure, disruption of network service, virus attack, and/or failure of the Data Center, the Licensor agrees to provide commercially reasonable efforts to work with third parties as required, to minimize Licensee's downtime. The Licensor is not responsible for the availability of Licensee's local internet connection or wide area network connection, but will provide troubleshooting and support services as described in Section 4.8.

A "Service Disruption" of availability shall mean the time in which Licensee cannot access the Licensed Programs for more than 10 minutes due to one or more of the following occurring: (i) the connection to the Licensor's Data Center is unavailable; (ii) the Servers which host Licensed Programs are unavailable; or (iii) the database server which manages Licensee's application data is unavailable.

The "Uptime and System Availability Service Level Guarantee" shall mean, if during Normal Business Hours, Licensee experiences Service Disruptions during a calendar month, the Licensor will credit Licensee in accordance with the following schedule:

(a) Two or more Service Disruptions, or Service Disruptions totaling two hours or more, Licensee will receive a credit equivalent of two days of Licensee's Hosting Fees;

(b) Four or more Service Disruptions, or Service Disruptions totaling four hours or more, Licensee will receive a credit equivalent of four days of Licensee's Hosting Fees;

(c) Six or more Service Disruptions, or Service Disruptions totaling twenty-four hours or more, Licensee will receive a credit equivalent of two weeks of Licensee's Hosting Fees;

(d) Eight or more Service Disruptions, or Service Disruptions totaling forty-eight hours or more, Licensee will receive a credit equivalent of one month of Licensee's Hosting Fees.

If during a continuous three month period, Licensee's Service Disruptions exceed eight hours or if Licensee experiences ten or more Service Disruptions, the Licensor will have thirty days to correct these deficiencies. If the Licensor is still not able to satisfy the Uptime and System Availability Service Level Guarantee requirements this service deficiency will be considered a material breach of this Agreement.

The following items are excluded from the calculation of system availability:

(a) Service Disruptions related to a Licensee side problem, including but not limited to any Service Disruptions caused by Licensee's failure to maintain facilities consistent with its obligations under sections 5.02, 5.03 and 5.04 of this agreement, or for any power outage, connectivity failure, wiring damage inside Licensee facility, equipment failure, Licensee misconfiguration, etc.

(b) Service Disruptions related to acts of God, natural disasters, war or government or other recognized legal authority mandate.

(c) Service Disruptions related to an update to the system which require immediate application as dictated by any third party software vendor, or in the event of a zero hour system vulnerability threat.

**4.03 Backup/Disaster Recovery:** The Licensor agrees to maintain a minimum of two back-up copies of Licensee's data, and to update such back-up copies daily. Such back-up copies will be used to restore Licensee's data, up to the point that the last back-up copy was made, in the event that the primary copy of Licensee's data is lost or becomes unusable. The Licensor will also maintain back-up copies in a secure, accessible, off-site data storage environment and will deploy protocols (both hardware and software) at its Data Center to provide disaster recovery of data and protection from power outages.

**4.04 Business Continuity:** The Licensor agrees to take commercially reasonable precautions to ensure system availability as set forth above. In the event of a catastrophic failure of either equipment or the Data Center, the Licensor will repair, replace, or if necessary relocate services to a location which will provide minimal disruption to Licensee's operations.

Licensee also acknowledges that in the event of a catastrophic failure Licensee's Software will be disabled until repairs and/or replacements can be made. Licensee further acknowledges that Licensee's Software may be unavailable for up to four hours time. EXCEPT FOR THE CREDIT RELATING TO SERVICE DISRUPTIONS DESCRIBED ABOVE, IN NO EVENT SHALL LICENSOR OR ITS CLOUD PARTNER BE LIABLE FOR ANY CLAIMS FOR SERVICE DISRUPTIONS RESULTING FROM A SYSTEM FAILURE AND/OR RECOVERY OF THE LICENSOR DATA CENTER, INCLUDING, BUT NOT LIMITED TO LOSS OF LICENSEE'S BUSINESS INCOME.

**4.05 Security:** The Licensor shall operate the Data Center in a secure manner; restricting access to Licensee's data to Users, and shall implement commercially available software/hardware mechanisms for protecting data and access at user, network and Data Center levels. The Licensor may implement certain physical, administrative and technical security policies and procedures which the Licensor deems necessary to be reasonably compliant with the then current laws and regulations and which Licensee agrees to, including the terms of the Business Associate Agreement between the parties and the relevant and applicable HIPAA/HITECH provisions. The Licensor may make recommendations regarding security, as it relates to the usage of the cloud environment, which is designed to be



compliant with applicable laws and regulations. If Licensee chooses not to implement these recommendations, the Licensor reserves the right to modify Licensee's access to the system, which may result in loss of functionality or access. The cost of implementation of recommended practice security shall be Licensee's expense.

**4.06 Anti-Virus and Anti-Spyware Protection:** The Licensor shall operate the Servers in a manner representative of the then current industry standards to provide continuous protection against computer based viruses, spyware and other malicious software. The Licensor does not represent that it can protect the data center servers from attacks. In the event of an attack, the Licensor may at its discretion isolate the Data Center from any and all users in its efforts to eliminate the threat. Licensee agrees to maintain and keep current commercially available Anti-Virus and Anti-Spyware software for all of Licensee's computer workstations and/or servers connected to the network and that are not managed by the Licensor. Failure to maintain and keep current such Anti-Virus and Anti-Spyware software may result in the termination of network access to the Data Center until acceptable protection is made current. The Licensor may provide Licensee, at an additional cost, centrally administered Anti-Virus and Anti-Spyware software for the protection of all of Licensee's Microsoft Windows based computers.

**4.07 Intrusion Detection:** The Licensor shall monitor the Data Center and Servers for unauthorized access. To properly monitor and manage unauthorized access, the Licensor may provide recommendations on user naming and password construction as well as certain usage policies and procedures designed to protect the Servers and Software. Licensee's usage and compliance to these recommendations which may be updated from time to time will be required to provide Licensee a commercially reasonable Intrusion Detection strategy. Licensee acknowledges that the intrusion detection monitoring may temporarily prevent Users' access to Licensee's Server upon failed logon attempts. In such cases, the Licensor will make every effort to notify Licensee and restore access to Users as soon as possible.

**4.08 Suspension of Services:** The Licensor may suspend Services without liability if: (i) we reasonably believe that the Services are being used in violation of the CSA; (ii) you don't cooperate with our reasonable investigation of any suspected violation of the CSA; (iii) there is an attack on your hosted system or your hosted system is accessed or manipulated by a third party without your consent, (iv) we are required by law, or a regulatory or government body to suspend your services, or (iv) there is another event for which we reasonably believe that the suspension of services is necessary to protect the network or our other customers. We will give you advance notice of a suspension under this paragraph of at least twelve (12) Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Licensor or its other customers from imminent and significant operational, legal, or security risk.

**4.09 Network Support and Monitoring:** The Licensor will monitor Licensee's network connection to the Data Center, troubleshoot performance problems and/or network outages and work with Licensee's telecommunication provider to resolve any connectivity issues in a timely manner. The Licensor will use its best efforts to provide Licensee updates on the nature of the outage and expected duration as it is advised. Licensee acknowledges that the Licensor does not have any control over Licensee's network provider and is not responsible for the duration of any outages which are under their control.

#### SECTION 4 LICENSEE'S RESPONSIBILITIES

**5.01 Organizational Responsibilities:** Licensee agrees to be responsible for designating a single Liaison Officer. Licensee shall promptly notify the Licensor in writing of any successor or replacement Liaison Officer.

**5.02 Computing Environment:** Licensee agrees to be responsible for (i) the proper licensing, use, and operation of Licensee's hardware, third party software and Licensed Programs; (ii) implementing and maintaining

security policies and procedures consistent with applicable laws and regulations including but not limited to, the implementation of industry standard firewall protection for Internet connections and active and current protection against viruses, spyware, and appropriate user security authentication; (iii) providing a proper physical environment and proper utilities for Licensee's computers, outside of the Data Center, on which Licensee's Software operates, including appropriate surge protection devices and/or uninterrupted power supply; (iv) establishing and maintaining adequate operational back-up and disaster recovery provisions for Licensee's software that allows access to the Data Center; (v) providing Licensor personnel with the necessary physical access to the Designated Location, during normal working hours to allow the Licensor to perform its obligations under this CSA; (vi) providing remote access to appropriate hardware and third party components at Licensee's Designated Location(s) for purposes of the Licensor performing any services or audits under this CSA; and (vii) informing the Licensor of any legal or regulatory requirements of Licensee's business that may affect the Licensor's performance of its obligations hereunder. Licensee will be responsible for all long distance, toll and line charges associated with such remote access; and procuring and maintaining all device drivers, third party operating systems and other products and services that may be required to operate Licensee's Software or Licensee's hardware.

**5.03 Equipment and Software:** Licensee shall be responsible for procuring at Licensee's expense all equipment, software, network and internet access, and taking all actions at Licensee's Designated Location necessary for it to: (i) access Licensed Programs; (ii) access the Data Center; (iii) provide to the Licensor all information required by this CSA; and (iv) ensure such level of security and privacy as may be required by the Licensor from time to time in connection with use of the Servers. Specifications for such equipment, software, and network and Internet access, will be provided prior to the execution of this Agreement. The Licensor reserves the right to change such specifications from time to time and will provide Licensee with written notice at least two weeks prior to such occurrence. As part of Licensee's obligation to provide such equipment, software, and network and Internet access, Licensee is responsible for ensuring that all of Licensee's personal computers, workstations and servers to be used to interface with or use information from Licensed Programs are properly configured, including but not limited to the base PC operating system, web browser and network and internet connectivity.

**5.04 Standards, Policies and Procedures:** Licensee will at all times comply, and will at all times require that Licensee's officers, employees, agents and Users to comply, with all security standards, practices and procedures (the "Standards") established by the Licensor from time to time in connection with Licensee's use of Licensee's Software. Licensee agrees to undertake all commercially reasonable efforts to ensure such compliance by Licensee's officers, employees, agents and Users, and shall monitor such compliance continually throughout the Term hereof. If the Licensor suspects, or determines in its discretion, that a breach of the Standards has occurred, the Licensor, upon written notice to Licensee, may terminate the Agreement or terminate the access to the Data Center and Servers of any User or other person that is suspected or known to have committed such breach.

**5.05 Network:** Licensee is responsible for the equipment, installation and monthly costs of Licensee's network and internet connection to the Licensor's Data Center. The Licensor may recommend the ordering and implementation of any communication lines required to connect the Designated Location to the Data Center, and may recommend hardware (i.e. routers, hubs, switches) which Licensee may need to purchase to effect such connectivity prior to the Execution of this Agreement. The costs associated with such connectivity (installation and monthly charges) and hardware will be solely Licensee's responsibility.

**5.06 Number and Identification of Users:** Under the terms of this CSA, Licensee is authorized to name up to the number of Users identified in Schedule 1 of the Statement of Work at a time, and is authorized to update and revise its list of Users as needed. Licensee shall provide to the Licensor a list in typed form identifying all of the Users and level of security. Licensee agrees that anyone Licensee identifies as a User shall comply with the terms and conditions for the use of the Licensed Programs as provided herein and in the Statement of Work. Licensee shall promptly update such list whenever a User is added or removed.

**5.07 Responsibilities for Users and Unauthorized Users:** Licensee shall be responsible for all acts and omissions of: (i) Users, and (ii) all Unauthorized Users who access the Servers and Licensee's Software through Licensee or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from Licensee or any User, with respect to the Servers and Licensee's Software. All acts and omissions of Users and Unauthorized Users shall be deemed to be Licensee's acts and omissions.

## **SECTION 5 FEES AND PAYMENT**

**6.01** For the Cloud Services provided under this CSA, Licensee agrees to pay the Licensor the amounts of the one-time Set-up Fee and monthly Cloud Fees, as set forth below.

(a) **Set-up Fee:** A one-time Set-up Fee as detailed in Schedule 1 of the Agreement.

(b) **Monthly Cloud Fees:** Licensee's Cloud Fees will begin on the day Licensee is authorized to use the Servers. Each month during the Term Licensee will pay Licensor, in advance of the beginning of the month, the monthly Cloud Fee as detailed in Schedule 1 of the Agreement.

The Licensor reserves the right to charge additional service fees if regulatory and/or other third party entities effect a change that impacts Licensee's use of Licensee's Software. The Licensor does not hold itself out as a professional expert or adviser regarding all Licensee's computer or information needs.

## **SECTION 6 TERM AND TERMINATION**

**7.01 Term of the Agreement:** The effective date of this CSA shall be the date upon which both parties have signed this CSA and shall continue for a term of three (3) months unless terminated sooner in accordance with the terms of this CSA. After the Initial Term, the term of this CSA may be renewed on a month-to-month basis (each a "Renewal Term") unless Licensee or Licensor gives written notice to the other more than thirty (30) days prior to the end of the Term. The Initial Term and the Renewal Term(s) are sometimes referred to collectively as the "Term." The fees due hereunder during each Renewal Term shall be adjusted to the rate in effect for similarly-situated licensees of the Licensor at the beginning of the Renewal Term. The term of each individual System Software covered by this CSA begins on the date the System Software is made available to Licensee, and is governed by the terms of the separate "Statement of Work".

**7.02 Termination Upon Material Breach:** This Agreement may be terminated by either Party if a material breach of any provision of this CSA has been committed and the breach has not been waived in writing or cured within thirty (30) days after written notice of such alleged breach. Notwithstanding the foregoing, Licensee's failure to timely make required payments under this CSA on three occasions during a twelve month period shall constitute a material breach for which notice and cure shall not be required.

**7.03 Effect of Termination:** Any termination of this CSA shall immediately terminate all Cloud Services provided herein. No such termination shall relieve Licensee of any obligation incurred by Licensee hereunder, including the obligation to pay Hosting Fees, through the Term of this CSA. The provisions of this Section 9 shall survive any termination. Refunds, if any, are due upon termination.

**7.04 Return of Data:** Upon payment of all outstanding Cloud Fees and other fees due at the time of termination, Licensee can request from the Licensor a disk copy of Licensee's data which will be provided at no additional charge.

#### **SECTION 7 DEFAULT**

**8.01** Should Licensee fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this CSA with the Licensor, the Licensor may, at its option, in addition to other available remedies, terminate this CSA, terminate access to Licensee's Server, and/or disable Licensee's Software from operating on the Data Center systems.

#### **SECTION 8 LIMITATIONS ON USE**

**9.01** Licensee may access the Data Center and use the Servers only for purposes described within this CSA and the Statement of Work.

#### **SECTION 9 WARRANTY**

**10.01** EXCEPT AS PROVIDED IN THE STATEMENT OF WORK, THE LICENSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO LICENSEE OR ANY OTHER PARTY WITH RESPECT TO LICENSEE'S SOFTWARE, THE USER MATERIAL, OR ANY SERVICES OR WORKS OF AUTHORSHIP PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS CSA, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

THE LICENSOR PROVIDES NO WARRANTY ON ANY THIRD PARTY SOFTWARE AND/OR HARDWARE NOT MANUFACTURED BY THE LICENSOR. FURTHERMORE, LICENSEE AGREES THAT THE LICENSOR WILL NOT BE RESPONSIBLE FOR THE USE OF ANY THIRD PARTY SOFTWARE, SERVICES AND/OR HARDWARE IT PROVIDES TO LICENSEE.

IF ANY PROBLEM, OPERATIONAL FAILURE OR ERROR OF THE SYSTEM SOFTWARE HAS RESULTED FROM ANY ALTERATION OF LICENSEE'S SOFTWARE, ACCIDENT, ABUSE OR MISAPPLICATION BY LICENSEE, THEN, AT THE LICENSOR'S SOLE OPTION, THIS WARRANTY SHALL NOT APPLY AND LICENSOR SHALL HAVE NO LIABILITY WITH THE FOREGOING WARRANTY.

#### **SECTION 10 LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES**

**11.01** LICENSEE ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL THE LICENSOR OR ANY OF THE LICENSOR'S OFFICERS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS OR REPRESENTATIVES BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL OR LOST PROFITS OR LOST OPPORTUNITIES IN ANY WAY RELATING TO THIS CSA OR RESULTING FROM THE USE OF OR

INABILITY TO USE THE DATA CENTER, SYSTEM SOFTWARE AND/OR YOUR SOFTWARE OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVERS, ANY HARDWARE, THIRD-PARTY SOFTWARE AND/OR SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF THE LICENSOR HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

IN NO EVENT WILL THE LICENSOR'S LIABILITY IN THE AGGREGATE FOR ANY DAMAGES TO LICENSEE OR ANY THIRD PARTY EVER EXCEED THE LICENSE FEES PAID BY LICENSEE UNDER THE STATEMENT OF WORK, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSOR IS UNABLE TO TEST THE SERVERS AND LICENSEE'S SOFTWARE UNDER ALL POSSIBLE CIRCUMSTANCES, THAT THE LICENSOR CANNOT CONTROL THE MANNER IN WHICH LICENSEE SHALL USE LICENSEE'S SOFTWARE, AND THAT THE LICENSOR DOES NOT HAVE CONTROL OVER INTERNET OR OTHER COMMUNICATIONS.

**SECTION 11  
FORCE MAJEURE**

Neither party will be in violation of the CSA if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CoCENTRIX, Inc. ("Licensor") CUSTOMER NAME, INC. ("Licensee")

By:



Leigh Orlov  
PRESIDENT

By:



CUSTOMER  
Title:

Arkansas Department of Human Services  
Director of Quality Assurance  
June 3, 2014



**InterRAI End-User Agreement**

By clicking on "accept" where indicated below, or by installing or otherwise using the CoCENTRIXcep software (the "Software") provided by CoCENTRIX, Inc. (the "Vendor"), you are deemed to have agreed to the terms and conditions of this License Agreement with interRAI.

InterRAI is a non-profit corporation formed in the District of Columbia of the United States and is a collaborative network of researchers in over 25 countries committed to improving health care for persons who are elderly, frail or disabled. InterRAI has developed, and holds copyrights to, numerous assessment instruments, including the instruments embodied in the Software. In order to use the Software, you must first agree to all of the terms and conditions of this License from interRAI, including, but not limited to, the obligation stated in Paragraph 4, below, to provide data to interRAI for research purposes.

**1. Grant of License.** Subject to, and in consideration for, the terms and conditions of this License Agreement, interRAI grants to you a non-exclusive license to use the interRAI instruments and documents embodied in the Software (the "Licensed Products") in connection with the assessment and treatment of patients served by you.

**2. Proprietary Rights.** You acknowledge that the Licensed Products are copyrighted materials under the laws of the United States and international treaty provisions. The Licensed Products have been incorporated into the Software pursuant to a License Agreement between interRAI and the Vendor. InterRAI asserts no rights to the Software, except to the extent of the Licensed Products incorporated in it, and assumes no responsibility for the Software.

**3. Use of Licensed Products.** You acknowledge and agree that you will use the Licensed Products solely for the assessment and care of your patients and will not copy or distribute the text of the Licensed Products, except as may be necessary for your clinical and administrative purposes.

**4. Provision of Data.** In exchange for this royalty-free license to use these Licensed Products, you agree to furnish to interRAI an electronic copy of assessment data compiled through their use, on request of interRAI, but no more frequently than annually. This software provides the necessary capabilities to download these data. These data will be sent to a location designated by interRAI and at no cost to interRAI. InterRAI agrees that the data you provide shall be subject to, and interRAI will comply with, all applicable laws and regulations relating to confidentiality and privacy and they shall only be used for research purposes. InterRAI acknowledges that the data provided are and shall remain the sole property of the User (or, in certain instances, the User's patients/customers) and, in addition to the limitations and restrictions set forth above, shall not publish, release or otherwise disclose any individual information or statistical tabulations that would reveal information that can be associated with an identifiable individual.

**5. Limitation of Liability.** You acknowledge that interRAI shall not, in any way, be deemed to be making any recommendations or otherwise participating in decisions regarding the care of your patients. To the maximum extent permitted by law, interRAI shall not be liable for any direct, indirect, incidental, consequential or punitive damages, however caused and regardless of the theory of liability, arising out of, or related to, claims by your patients or your use of the Licensed Products for any purpose. You further acknowledge that interRAI makes no representations or warranties regarding the Software and shall not be liable to you or your patients for any defects in the Software. If there are defects in the Software, you will rely exclusively on your rights and remedies, if any, in the License Agreement between you and the Vendor.

**6. Term and Termination.** The term of this License shall begin when you accept it in accordance with the first sentence of this Agreement, and it shall terminate on whichever of the following occurs first:

- (i) the termination of your Software License from the Vendor, or

- (ii) your violation of the limitations on the use of the Licensed Products, as provided in Paragraph 3.

Upon termination, you will immediately stop using the Licensed Products and will destroy all copies of any Licensed Products in your possession, provided that you will not be obligated to destroy any copies that are part of the records of your patients.

**7. Disputes.** In the event of any disputes arising under, or related to, this Agreement, either party may submit the dispute to arbitration under the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Unless otherwise agreed, arbitration proceedings shall be held in the offices of the American Arbitration Association in Southfield, Michigan, and will be conducted in English. The arbitrator(s) shall have authority to grant equitable relief, if appropriate, and may award costs, including reasonable legal fees to the prevailing party. Judgment may be granted upon the award of the arbitrator(s) by any court having jurisdiction.

**8. Miscellaneous.**

**a. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. You hereby submit to the jurisdiction and venue of the United States Federal Courts of the Eastern District of Michigan.

**b. Notices.** All notices and other communications pursuant to or regarding this Agreement shall be in writing and may be sent by certified mail, courier or facsimile transmission. Notices sent by certified mail are effective five (5) working days after they are mailed. Notices sent by facsimile are effective the first working day after they are transmitted. Notices sent by courier are effective on the day they are delivered. Unless written notice to the contrary is received, all notices to you shall be sent to the address you registered with the Vendor. Notices to *interRAI* shall be sent to:

*InterRAI*  
c/o Brant Fries, Ph.D.  
3577 Delhi Overlook  
Ann Arbor, MI 48103

**c. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**d. Integration and Severability.** This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. In the event any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby.

**e. Modifications.** This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. Any amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**f. Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.

**g. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one agreement.

**ADDENDUM TO THE LICENSE AGREEMENT  
DSM-5 AND FIRST DATABANK CONTENT**

This is an addendum to the License Agreement between CoCENTRIX, Inc. ("Licensor") and Arkansas Department of Human Services ("Licensee") dated June 6, 2014 (the "License Agreement"). All terms and conditions of the License Agreement shall remain in full effect and shall apply equally to this addendum. All capitalized terms used in this Addendum have the same defined meanings set forth in the License Agreement, unless otherwise defined herein.

**WITNESSETH:**

**WHEREAS**, Licensor has negotiated certain sub-license agreements with certain third-party content providers;  
and

**WHEREAS**, Licensor desires to provide to Licensee certain third-party Licensed Content, as further defined and described in Attachment A and Attachment B hereto, to be used in conjunction with the Licensed Programs; and

**WHEREAS**, Licensee desires to license from Licensor certain Licensed Content to be used in conjunction with Licensed Programs and acquire a non-exclusive, non-transferable license to use Licensor's Licensed Content which license is further described in Attachment A and Attachment B.

**NOW, THEREFORE**, and in consideration of the mutual premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1.1 License Grant:** Subject to the conditions specified in this Addendum and the General Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable License to be renewed on an annual basis for the number of Users and the Licensed Content listed in Attachment A and Attachment B only for permitted purposes. Licensee hereby agrees to use Licensed Content only as authorized in this Addendum and the General Agreement.

**1.2 Scope of Services:** Licensor will deliver the Licensed Content, install the Licensed Content and train Licensee to use the Licensed Content, within the scope of the Professional Services defined in the License Agreement.

**1.3 Payment Terms:** In consideration for the Licensed Content and the Installation to be provided to Licensee under this Addendum, Licensee shall pay Licensor the amounts set forth in Attachments A and B attached hereto, representing the annual fees of Licensed Content and Installation. Payments shall be due according to the following schedule:

- One hundred percent (100%) of the Total Annual Price indicated on Attachments A and B hereto upon execution of this Agreement.
- For each year in which Licensee wishes to renew its license for the Licensed Content, one hundred percent (100%) of the Total Annual Amount on the one-year anniversary of the execution of this Addendum, and each such anniversary thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

CoCENTRIX, INC. ("Licensor")

By:

  
Leigh Orlov, President

("Licensee")

By:



Its:

Arkansas Department of Human Services  
Director of Quality Assurance  
June 3, 2014

**Attachment A**

**LICENSED CONTENT  
DSM-5 Classification (Codes and Disorder Names Only, pp. xiii-xl) and  
Diagnostic Criteria, English Language Only**

1. The Licensed Content under this addendum is the Diagnostic and Statistical Manual-5 (Codes and Disorder Names Only, pp. xiii-xl) and Diagnostic Criteria, English Language Only.
2. The license for the Licensed Content is nontransferable, nonexclusive, and for the sole purpose of internal use by the Licensee in the U.S.
3. Any use of any portions of the Licensed Content is strictly prohibited except as expressly permitted in the License Agreement and this Addendum.
4. Licensee shall not distribute, publish, translate, or transfer possession of the Licensed Content, or any part thereof.
5. Licensee shall not create any derivative works based on the Licensed Content, or sell, lease, or license the Licensed Content or otherwise make the Licensed Content available to any unauthorized party. All parties authorized to use the Licensed Content must comply with the provisions of the License Agreement and terms set forth in this Addendum.
6. Licensee may only make copies of the Licensed Content as required by use of the Licensed Software, specifically or making one back-up copy for archival purposes.
7. All copyrights in the Licensed Content is owned by American Psychiatric Association. Licensee acknowledges that DSM and DSM-5 are registered trademarks of the APA, and may not be used commercially without prior approval of the APA.
8. **LICENSOR EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO LICENSEE'S USE OF THE LICENSED CONTENT IN ITS PRODUCT. LICENSOR WILL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF USE OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, EVEN IF IT IS AWARE OF THE POSSIBILITY THEREOF. LICENSEE AGREES THAT THE ENTIRE LIABILITY OF LICENSOR WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEE PAID FOR THE LICENSED CONTENT.**

**FOR THE PURPOSES OF SECTIONS 8, 9 AND 10, THE TERM "LICENSOR" INCLUDES THE AMERICAN PSYCHIATRIC ASSOCIATION.**

**9. DISCLAIMER OF MEDICAL LIABILITY** The Licensed Content is not a substitute for, is not designed to, and does not provide, medical advice. It is a guide for clinicians. Every clinician must rely upon his or her own medical judgment and skill in diagnosing mental illness. Licensor shall not be liable to Licensee or any third party for any claim arising out of or relating to the use or mis-use of the Licensed Content. **RELIANCE ON ANY INFORMATION CONTAINED IN THE LICENSED CONTENT IS SOLELY AT THE READER'S OR USER'S OWN RISK.**

Moreover, Licensor is not responsible or liable to Licensee or any third party for any advice, course of treatment or diagnosis provided by a physician or other health care professional. Licensor neither recommends nor endorses any

specific tests, products, procedures, opinions or other information that may be recommended to a reader or user by a health care professional in reliance on the LICENSED CONTENT.

10. Indemnification. Licensee shall defend, indemnify, and hold harmless Licensor from and against all liability, demands, damages, expenses, losses, attorney's fees, and costs arising out of or related to the design, manufacture, distribution or use of Licensed Content, and for any and all claims made against Licensor arising out of or relating to Licensee's use or distribution of the Licensed Content.

11. Licensor shall have the right to immediately terminate this Addendum by providing written notice of such termination to Licensee in the event that Licensee fails to abide by any of the terms and conditions of this Addendum, or in the event that Licensee's continued use of the Licensed Content or distribution of the Licensed Content is reasonably determined by Licensor to be materially detrimental to the interests of the American Psychiatric Association and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the Licensed Content shall automatically revert back to Licensor. Termination of this Addendum shall be without prejudice to any moneys already paid or then due or to become due from Licensee to Licensor and without prejudice to any rights of either party at law or in equity.

12. In the event that a provision herein is determined to violate any law or is Unenforceable, the remainder of the User Agreement shall remain in full force and effect.

#### DESCRIPTION AND PRICING OF LICENSED CONTENT

LICENSED CONTENT	# OF USERS	TOTAL ANNUAL PRICE
DSM-5 Classification (Codes and Disorder Names Only)	5,500	\$ 49,500
TOTAL:		\$ 49,500



**Attachment B**

**LICENSED CONTENT  
FIRST DATABANK PRODUCTS**

1. The Licensed Content under this addendum is as follows:

**Enhanced Data Bundle**

FDB MEDKNOWLEDGE FRAMEWORK™ Enhanced Collection, US Version, which includes:

DRUG FILE BUNDLE  
PRICING BUNDLE  
CORE CLINICAL BUNDLE  
MEDICAL CONDITIONS BUNDLE  
DOSING BUNDLE

**Framework Premium Module**

FDB OrderKnowledge Framework™

**Premium Module**

FDB INTEROPERABILITY MODULE™, Enhanced Package

2. The license for the Licensed Content is nontransferable, nonexclusive, and for the sole purpose of internal use by the Licensee in the U.S.
3. Any use of any portions of the Licensed Content is strictly except as expressly permitted in the License Agreement and this Addendum.
4. Licensee shall not distribute, publish, translate, or transfer possession of the Licensed Content, or any part thereof.
5. Licensee shall not create any derivative works based on the Licensed Content, or sell, lease, or license the Licensed Content or otherwise make the Licensed Content available to any unauthorized party. All parties authorized to use the Licensed Content must comply with the provisions of the License Agreement and terms set forth in this Addendum.
6. Licensee may only make copies of the Licensed Content as required by use of the Licensed Software, specifically, by executing the Licensed Software or making one back-up copy for archival purposes.
7. All copyrights in the Licensed Content is owned by First Databank. Licensee acknowledges that "FDB", "First Databank", "FDB MEDKNOWLEDGE FRAMEWORK™", "FDB OrderKnowledge Framework™", and "FDB INTEROPERABILITY MODULE™" are registered trademarks of the First Databank, Inc., and may not be used commercially without prior approval of First Databank.
8. **LICENSOR EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES (INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO LICENSEE'S USE OF THE LICENSED CONTENT IN ITS PRODUCT. LICENSOR WILL NOT BE LIABLE TO LICENSEE, OR ANY THIRD PARTY FOR LOSS OF PROFITS, LOSS OF USE OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, EVEN IF IT IS AWARE OF THE POSSIBILITY THEREOF. LICENSEE AGREES THAT THE ENTIRE LIABILITY OF LICENSOR WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEE PAID FOR THE LICENSED CONTENT.**

**FOR THE PURPOSES OF THIS SECTION 8 "LICENSOR" INCLUDES THE FIRST DATABANK.**

9. Licensor shall have the right to immediately terminate this Addendum by providing written notice of such termination to Licensee in the event that Licensee fails to abide by any of the terms and conditions of this Addendum, or in the event that Licensee's continued use of the Licensed Content or distribution of the Licensed Content is reasonably determined by Licensor to be materially detrimental to the interests of the American Psychiatric Association and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the Licensed Content shall automatically revert back to Licensor. Termination of this Addendum shall be without prejudice to any moneys already paid or then due or to become due from Licensee to Licensor and without prejudice to any rights of either party at law or in equity.

10. In the event that a provision herein is determined to violate any law or is Unenforceable, the remainder of the User Agreement shall remain in full force and effect.

**DESCRIPTION AND PRICING OF LICENSED CONTENT**

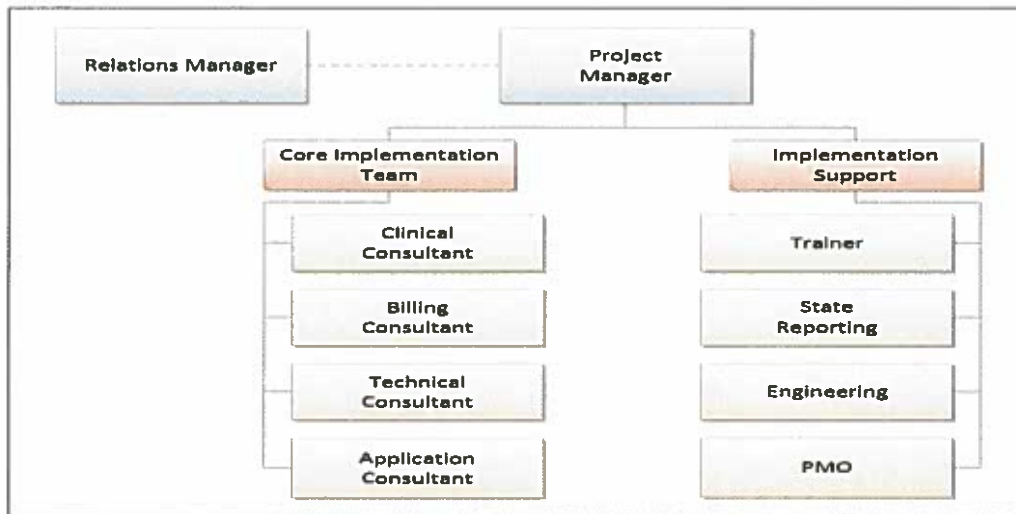
<b>LICENSED CONTENT</b>	<b># OF BEDS</b>	<b>TOTAL ANNUAL PRICE</b>
FDB MedKnowledge, USA Enhanced Clinical Solution Database Fee  FDB OrderKnowledge, USA Core Clinical Solution Database Fee  FDB Interoperability Module – Enhanced Package	1,112	\$30,600
<b>LICENSED CONTENT</b>	<b># OF USERS</b>	<b>TOTAL ANNUAL PRICE</b>
FDB MedKnowledge, USA Enhanced Clinical Solution Database Fee, 3rd Use Ambulatory EMR	3,500	\$ 52,500
<b>TOTAL:</b>		<b>\$ 83,100</b>

## **Appendix A – Preliminary Scope of Work and Implementation Methodology**

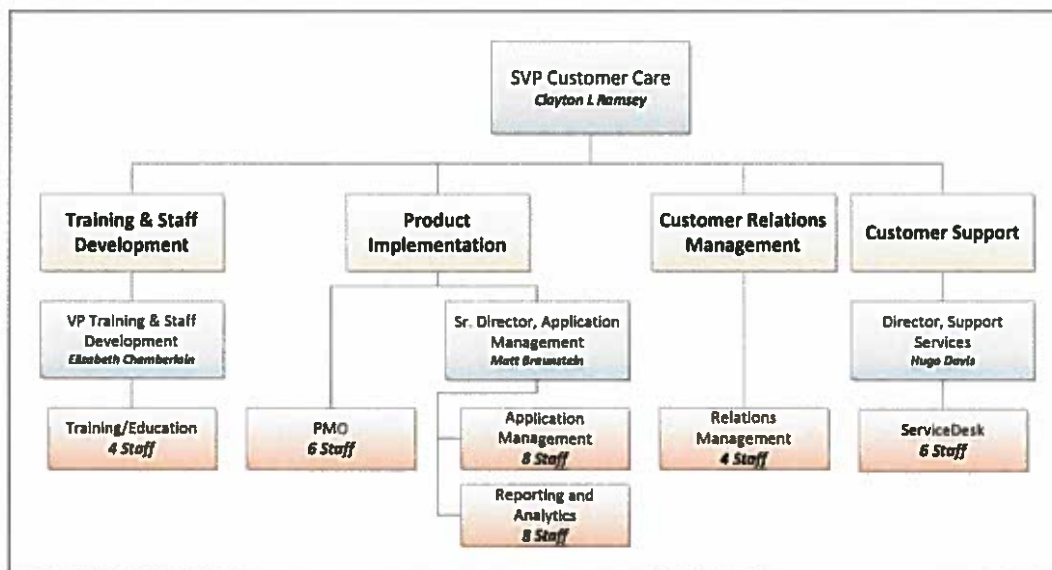
The CoCENTRIX implementation methodology is a proven approach to successfully implementing and deploying the CoCENTRIXccp solution. Our approach provides the structure, tools, templates and best practices for the full implementation life cycle. A rapid implementation is possible due to the Microsoft Dynamics CRM tools used to easily customize the CoCENTRIXccp solution.

The CoCENTRIX implementation methodology is broken into an initiation and preparation phase, which occurs prior to project commencement, followed by five key phases: Analysis, Design, Configuration, Deployment and Transition to Support. Outlined further below, these phases are used for categorizing and tracking progress with each customer implementation.

All projects will be led by an experienced Project Manager and supporting Implementation Consultants will be assigned as appropriate. The Project Manager is responsible for the overall management of the project. Key responsibilities include the management of timelines, resources, budget, escalation and communication (including weekly project status reports). The CoCENTRIX Project Manager is also responsible for ensuring that all ADHS Project Management requirements in regards to reporting, change management and communication are completed in accordance to the agreement. The implementation consultant team will consist of various subject matter experts in the area of billing, clinical workflow, application configuration and data acquisition and exchange. Additional resources will be engaged as appropriate. A Relations Manager will also be assigned to provide consulting services throughout the implementation and will continue to manage the customer relationship into the support phase and beyond. At the onset of the project the project team will create a scope and deliverable document to ensure all requirements are met. This team of industry experts lead by the CoCENTRIX Project Manager will work with the ADHS assigned Project Manager and supporting staff to ensure the overall success of the project. They will work together to define expectations, requirements, project scope and deliverables. A project Charter will be developed and approved by ADHS and will include a mutually agreeable project timeline.



CoCENTRIX has developed and established a team of industry and technology experts to build a world class customer service experience and organization. The CoCENTRIX Professional Services team is made up of almost 40 professionals that are experts in their field. The Professional Services team is made up of four (4) key functional areas: Training and Staff Development, Product Implementation and Delivery, Customer Relations Management and Customer Support.



The CoCENTRIX implementation methodology is organized into five (5) phases: Analysis, Design, Configuration, Deployment and Transition to Support.

Prior to the first phase of the implementation, several tasks will be completed and categorized as Project Initiation tasks. Immediately following contract execution, a project initiation call will be scheduled to formally introduce the project to the CoCENTRIX Professional Services team. During this meeting, which will include the SVP, Customer Care and members of the sales team, we will review key deliverables, expectations, review project structure and resource requirements and ensure that there is a clean handoff between the sales function and the implementation process. During this call the date for the on-site kickoff will be identified and will occur within ten (10) days of contract effective date.

#### **Analysis Phase**

The Analysis phase officially begins the project. The team members will be confirmed and development of the project charter, scope, risks, issues, communication and a project plan will be completed. During this phase the project team will conduct a comprehensive analysis of business, clinical and technical workflows to ensure process and workflows are thoroughly understood and documented. The team will review the current business and clinical processes and validate the future state processes that will be built into the system. The team will meet with key stakeholders to ensure all requirements are understood and the opportunities for standardization and best practices are identified. Current documentation will be reviewed and the Implementation team will meet to finalize the functional requirements for sign off. Additionally, an organizational risk and readiness assessment is completed to provide insight into the overall readiness and to identify the complexity of the change effort. This assists in documenting potential risks, issues and strengths to be managed during the project. Deliverables out of this phase include workflow documentation, standardization options and considerations, infrastructure requirements and initial project timeline. The project timeline will be available within thirty (30) days of contract execution and any modifications of this plan will require change control approval and sign-off by both parties.

#### **Design Phase**

During this phase the project team will consolidate the various workflows and processes and incorporate them into a configuration and specification document that will outline detail system requirements and configurations. A staging environment (if required) will also be created so that preliminary work can begin. This will enable the ability to explore options to consider as the workflow design is finalized and to familiarize the customer project team with the system. Deliverables out of this phase include staging environment, configuration and specification documentation, preliminary configuration and setup.

#### **Build and Configuration Phase**

During this phase the solution environment will be installed and configured. Based on the requirement documents and configuration and specification documents, the solution will be configured to meet needs and requirements. Data configuration and conversion activates are also a key part of this phase as well as initial User Acceptance Testing (UAT) planning and script development and the completion of UAT. And last, rollout and deployment planning will be finalized which includes the development of a structure training plan and deployment strategy. Deliverables out of this phase include production, development and test environment created with related installation documentation, data conversion plan and documentation, solution configuration, training plan, UAT and signoff.

**Rollout and Deployment Phase**

During this phase final preparations will be made for actual solution deployment. Training planning and materials will be developed, communication plans will be executed and final readiness assessment will occur. The support process will be finalized and end user training will occur. Training will be based on type of user and their respective role and responsibilities. Training durations are based on role and responsibilities and can be completed from within ½ a day to 5 days based on job function. Deliverables out of this phase include training development, final go-live check list, end user training and Go Live.

**Transition to Support Phase**

During the last phase, a post go live review is conducted to identify any outstanding items and ensure that the transition to the CoCENTRIX ServiceDesk is completed. Knowledge transfer from the implementation team to the ServiceDesk Solution Specialists will occur. The CoCENTRIX ServiceDesk team will provide support during and after Go-Live to assist with issues resolution and assistance needed in support of the CoCENTRIXccp. After successful Go-Live and transition to support, the project will be closed. Deliverables out of this phase include project review and lessons learned, transition to the CoCENTRIX ServiceDesk, and project completion.

Each project phase includes complete documentation and customer sign off on decisions made. There are also cross-phase activities that are managed to confirm all deliverables are met as the project proceeds. Several examples of these cross-phase activities include change management, business process analysis, quality management, testing and technical deliverables.

Change Management has been defined as “an integrated communications, training, sponsorship and organizational alignment approach to assist employees in transitioning effectively into a new way of accomplishing work.” The project plan and activities in each phase will address any change management issues and develop solutions to keep the customer on track for solution acceptance. Focus will include executive and business engagement, organizational alignment, communication and training. This effective Change Management process will result in an expedited attainment of goals, user acceptance and ownership, decreased change resistance and clearly defined new job roles and responsibilities.

**Customer Involvement**

Customer involvement during the implementation is critical to identify the functional requirements of the system, identify any potential gaps in functionality, and be involved in testing and end user training and system go-live. Customer resources will then be better prepared for knowledge transfer to assume the responsibility for post go-live support.



### Key Customer Roles and Responsibilities

<b>Executive Sponsor</b>	The <b>Executive Sponsor</b> is a senior level executive who has accepted ownership of investigating and investing in a business system initiative and will promote funding and staffing of the project.
<b>Customer Project Manager</b>	The <b>Customer Project Manager</b> is responsible for ensuring all customer requirements are planned and executed in a manner that will meet the implementation goals for the project.
<b>IT Manager</b>	The <b>IT Manager</b> is responsible for the customer's entire IT environment including both hardware and software setup in all locations, or the person filling this role may be accountable for assembling the resources who can be responsible for these technologies.
<b>Organizational Change Manager</b>	The <b>Organization Change Manager</b> is responsible for ensuring that the change introduced by the new CoCENTRIXccp solution is introduced and communicated to the stakeholders and users. These activities including mobilizing the leadership, managing communications and ensuring that training is planned and executed.
<b>QA Manager</b>	The <b>QA Manager</b> is responsible for managing and coordinating the Systems and Integration Test, Performance Test and User Acceptance Test activities. These activities include ensuring the availability of test users, test resources and scheduling the test activities.
<b>Subject Matter Experts</b>	<b>Subject Matter Experts</b> represent a functional area or department within the customer organization, for example, marketing or inside sales. They are typically a more experienced user who has in-depth knowledge of the business processes and procedures currently being used in their functional area or department.

### Customer Responsibilities

The customer's responsibilities in implementing the CoCENTRIXccp solution include:

- ☞ Select and assign a Project Manager, Subject Matter Experts and other team members noted above. It is recommended that these staff participate for a period of six months planning, testing, and implementing the system with additional time post go-live for support and follow up items.
- ☞ Sign off on Project Charter, Statement of Work, and Project Schedule.
- ☞ Possess familiarity with clinical, financial, and administrative operations of your organization and are familiar with data, input documents, output reports, information flow and related policies and procedures.
- ☞ Coordinate system analysis and functional specifications with CoCENTRIX implementation team.
- ☞ Notify CoCENTRIX staff of any problem that can affect a successful software implementation process and to participate with CoCENTRIX in problem resolution activities.

- ⌘ Identify a technical resource at each location to complete hardware/infrastructure evaluation and be responsible for obtaining the correct hardware, network and other devices required for the implementation.
- ⌘ Review and address operational issues raised in the system pre-installation planning session, including possible modifications of operational procedures.
- ⌘ Jointly develop with CoCENTRIX staff a data conversion plan.
- ⌘ Perform conversion activities, as agreed upon in the plan.
- ⌘ Perform system acceptance tests.
- ⌘ Coordinate software-training activities with CoCENTRIX staff. It is recommended that each facility communicate the training schedule to all appropriate personnel/users and ensure their attendance.
- ⌘ Training rooms will be needed for training of the core team, the implementation team and the end users. It is recommended that there be no more than ten (10) students in each class. If remote training via the web is the method for training, a training support resource needs to attend each class to confirm students are involved and focusing on the content.
- ⌘ Arrange for hardware and software maintenance agreements after warranty period expires and perform routine preventive maintenance.

#### **Customer Committees and Governance**

CoCENTRIX recommends that the customer appoint the following three committees whose combined role is to structure, facilitate, and monitor the implementation process.

##### **Strategic Policy Committee (SPC)**

- ⌘ Provide overall project direction and management support/commitment
- ⌘ Ensure dedication of appropriate resources to the project
- ⌘ Facilitate major system Implementation policy decisions
- ⌘ Includes Executive level resources, Project Executive Sponsor, Business Decision Makers

##### **Implementation Steering Committee (ISC) Membership**

- ⌘ Participate in the system analysis, design, test, and training
- ⌘ Provide a quick resolution to resource/ bottleneck issues, which have the potential to impede the project's progress
- ⌘ Review and Monitors Project Plan Tasks
- ⌘ Revises Project Plan as needed following the Change Control method
- ⌘ Includes Project Manager, Implementation Consultants, Super Users , Subject Matter Experts, System Administrator, Test Lead

##### **Functional User Committee (FUT)**

- ⌘ Attend application and report writing training as required
- ⌘ Assist in documenting current practices in their functional areas, including related fact-finding tasks and participate in the evaluation and documentation of desired changes to these practices

- ⌞ Assist in documenting and cataloging all current electronic/manual reports in their functional areas, including related fact-finding tasks and participate in the evaluation and documentation of desired changes to these reports
- ⌞ Assist in the evaluation and documentation of practices relevant to system set-up/table building
- ⌞ Participate in identifying key transaction sets to be used to conduct the training and testing scripts
- ⌞ Actively participate in training and testing sessions
- ⌞ Assist in documentation of the agency contingency Disaster Recovery/Business Continuity Plan
- ⌞ Communicate status to Project Manager
- ⌞ Includes Subject Matter Experts, Super Users and others as needed

## Appendix A – Preliminary Scope of Work - Arkansas Requirements Matrix

### Behavioral Health

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Assessment	<p>Accept assessment (user interface) data from assessors both online and offline</p> <p>Output BH severity levels</p> <p>Output BH threshold amounts (when applicable)</p> <p>Pre-population of assessment data from other sources (i.e. Youth Outcome Questionnaire (YOQ))</p> <p>Ability to securely receive clinical records</p> <p>Interfaces with medical and BH Grouper outputs</p> <p>Triggers/alerts for transitional level needs</p> <p>Triggers/alert for assessment referrals from designated care team members</p>	<p>Accept assessment (user interface) data from assessors both online and offline</p> <p>Output BH severity levels</p> <p>Output BH threshold amounts (when applicable)</p> <p>Ability to securely receive clinical records</p> <p>Triggers/alerts for transitional level needs</p> <p>Triggers/alert for assessment referrals from designated care team members</p>	<p>CCP will feed MMIS the Assessment Score. Expectation is that MMIS will return dollar amounts for each episode.</p> <p>Service Authorization process for the Provider to be determined.</p> <p>Intake process will require more definition.</p> <p>Clinical records can be either CCD or PDF format.</p> <p>No Grouper included - need definition around Grouper Output Interfaces.</p>
Plan of care	<p>Allows plan of care development</p> <p>Allows authorized users to monitor, revise, and update plan of care and track/update outcomes</p> <p>Allow authorized users to view plans of care for Quality Assurance</p> <p>Store/archive completed plans of care</p> <p>Checks encounter data against plan of care</p> <p>Interfaces with or integrates BH master treatment plan and medical care plan</p> <p>Triggers/alerts utilization variances (provider and client level)</p> <p>Triggers/alerts discharge processes</p>	<p>Allows plan of care development</p> <p>Allows authorized users to monitor, revise, and update plan of care and track/update outcomes</p> <p>Allow authorized users to view plans of care for Quality Assurance</p> <p>Store/archive completed plans of care</p> <p>Triggers/alerts utilization variances (provider and client level)</p> <p>Triggers/alerts discharge processes</p> <p>Offline/disconnected mode for Plan of Care</p>	<p>Checks encounter data against plan of care - need additional definition.</p> <p>Interfaces with or integrates BH master treatment plan and medical care plan is non-standard (need details on this interface/requirements)</p>

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Provider Choice	Ability to choose provider and automated ability to route independent care plan and threshold information to BHH provider Ability to assign providers for specific services in plan of care – provider choice communicated to billing system	Ability to choose provider and automated ability to route independent care plan and threshold information to BHH provider Ability to assign providers for specific services in plan of care – provider choice communicated to billing system	Need to understand and develop Service Authorization functionality
Billing	Threshold amount communicated directly to billing system for each client [TBD] Provider choices also communicated directly to the billing system in order to initiate / update periodic billing including PMPM payments Interface with MMIS to upload billing from care management portal	Threshold amount communicated directly to billing system for each client [TBD] Provider choices also communicated directly to the billing system in order to initiate / update periodic billing including PMPM payments	Assuming Billing System is MMIS - will need MMIS Interface for Threshold Tracking Interface with MMIS to upload billing from care management portal is non-standard (need clarity if provider will be utilizing CCP.) If providers bill MMIS directly, interface can be written to send services to ccp to decrement services.
Reporting	Providers and/or DHS can input performance metrics / survey data Reports created based on quality and financial performance from MMIS interface Provider self-monitoring capabilities (dashboard) Client portal to assist in self-management/care management involvement Interfaces with other data systems (i.e. ADE, health care providers, court system, etc.)	Will utilize standard dashboards/reporting features for productivity and performance metrics.	Entry of performance metrics and survey data non-standard - will need to define. Standard dashboards track performance metrics based on user activity. Need specific details on Interfaces and requirements for 'other systems'.
PCMH Interface	Functionality allowing PCMH to access BH services data/information Telemedicine interface	Functionality allowing PCMH to access BH services data/information	Telemed interface non-standard. Need requirements on Telemedicine Interface.

#### Developmental Disabilities

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
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Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Intake and Referral/Registration (including pre-screening process)	<p>Ability to provide standard forms and supports for addition and customization of data elements and screens to capture demographic and historical client information.</p> <p>Ability to customize admission/intake criteria and administrative processes that vary by level of care</p> <p>Ability to take initial client record either keyed-in directly to the system by designated person (DHS worker, provider, etc.), or referred from another system, such as Curam</p> <p>Ability to conduct pre-screening process (pre-screening for financial and non-financial/clinical/functional) eligibility, or other)</p> <p>Ability to create workflows to direct/assign client case to a I&amp;R caseworker for processing.</p> <p>Ability to capture clinical/non-financial eligibility determination process, documentation, ability to create/complete forms</p> <p>Ability to obtain electronic sign offs by client/guardian/other individuals (electronic signatures)</p> <p>Ability to accept/document financial eligibility verification from Medicaid eligibility determination system of record (ANSWER/Curam)</p> <p>Ability to track schedule of any eligibility redeterminations for each individual</p> <p>Ability to have pre-screen data stored in standard SQL tables to ensure it is fully reportable, allowing for statistical tracking and data analysis</p>	<p>Ability to provide standard forms and supports for addition and customization of data elements and screens to capture demographic and historical client information. Ability to customize admission/intake criteria and administrative processes that vary by level of care</p> <p>Ability to take initial client record either keyed-in directly to the system by designated person (DHS worker, provider, etc.), or referred from another system, such as Curam</p> <p>Ability to conduct pre-screening process (pre-screening for financial and non-financial/clinical/functional) eligibility, or other)</p> <p>Ability to create workflows to direct/assign client case to a I&amp;R caseworker for processing.</p> <p>Ability to capture clinical/non-financial eligibility determination process, documentation, ability to create/complete forms</p> <p>Ability to obtain electronic sign offs by client/guardian/other individuals (electronic signatures)</p> <p>Ability to accept/document financial eligibility verification from Medicaid eligibility determination system of record (ANSWER/Curam)</p> <p>Ability to track schedule of any eligibility redeterminations for each individual</p> <p>Ability to have pre-screen data stored in standard SQL tables to ensure it is fully reportable, allowing for statistical tracking and data analysis</p>	<p>Assuming intake forms are fairly standard. May be some level of configuration/customization.</p> <p>Need further definition around Curam interface requirements.</p>
Assessment	<p>Ability to develop electronic version for standardized assessment instrument (InterRAI), create multiple assessment instruments, multiple versions</p> <p>Ability to interface with other assessment instruments/systems such as the Long Term Care</p>	<p>Ability to develop electronic version for standardized assessment instrument (InterRAI), create multiple assessment instruments, multiple versions</p> <p>Ability to interface with other assessment</p>	<p>Need further definition around requirements for ability to maintain multiple test results/budget data and compare congregate/ individual tests components over a period of time</p>



Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
	<p>Assessment</p> <p>Ability to create electronic version of the assessment instrument that is user friendly, easy to navigate, with minimal scroll format, Mobil device compatible</p> <p>Ability to program in algorithm (developed by University of Michigan) that will utilize assessment results to determine case mix/level of need, and corresponding budget</p> <p>Ability to report assessment results in easy to read, printable/exportable format, summary form or scorecard</p> <p>Ability to carry forward assessment results, specific needs identified during the assessment process, to Care Planning process</p> <p>Ability to provide audit trail of changes, corrections, etc</p> <p>Ability to have assessment data stored in standard SQL tables to ensure it is fully reportable, allowing for statistical tracking and data analysis</p> <p>Ability to maintain multiple test results/budget data and compare congregate/ individual tests components over a period of time</p>	<p>Instruments/systems such as the Long Term Care Assessment</p> <p>Ability to create electronic version of the assessment instrument that is user friendly, easy to navigate, with minimal scroll format, Mobil device compatible</p> <p>Ability to program in algorithm (developed by University of Michigan) that will utilize assessment results to determine case mix/level of need, and corresponding budget</p> <p>Ability to report assessment results in easy to read, printable/exportable format, summary form or scorecard</p> <p>Ability to carry forward assessment results, specific needs identified during the assessment process, to Care Planning process</p> <p>Ability to provide audit trail of changes, corrections, etc</p> <p>Ability to have assessment data stored in standard SQL tables to ensure it is fully reportable, allowing for statistical tracking and data analysis</p>	

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Integrated Care Planning/ Treatment Planning Plat-form (multi-program/multi-user care planning tool which may include LTSS, medical, behavioral and other services)	<p>Ability to create an integrated care plan that will include input from multiple sources (such as client, case manager, PCP, BH professional, program staff etc.) to holistically reflect all services that client receives, including LTSS, medical, behavioral, informal and community services and supports</p> <p>Ability to integrate the results of the assessment to trigger workflow guidelines to help the professional caregiver staff to create client-centered/but assessment-driven care plans</p> <p>Ability to document patient strengths, problems, goals, objectives, interventions, diagnoses and medical orders</p> <p>Ability to develop service library functionality that allows to pre-build and link treatment plan components (problems, goals, objectives, and interventions) to match with services and/or treatment protocols and smoothly develop individualized plans, as well as the ability to develop impromptu material</p>	<p>Ability to create an integrated care plan that will include input from multiple sources (such as client, case manager, PCP, BH professional, program staff etc.) to holistically reflect all services that client receives, including LTSS, medical, behavioral, informal and community services and supports</p> <p>Ability to integrate the results of the assessment to trigger workflow guidelines to help the professional caregiver staff to create client-centered/but assessment-driven care plans</p> <p>Ability to document patient strengths, problems, goals, objectives, interventions, diagnoses and medical orders</p> <p>Ability to develop service library functionality that allows to pre-build and link treatment plan components (problems, goals, objectives, and interventions) to match with services and/or treatment protocols and smoothly develop individualized plans, as well as the ability to develop impromptu material</p>	
Referrals	<p>Ability to initiate referrals internally to another provider or specialty, such as radiology, dietary or laboratory</p> <p>Ability to leverage available communication and HIE infrastructure for external referrals</p> <p>Ability to develop and enforce security standards to protect and encrypt all patient-related information during transmission</p> <p>Ability to log and track all call and contact activity</p> <p>Ability to accept/process/incorporate into care plan referrals from outside entities, other service providers, such as client's PCP/PCMH</p>	<p>Ability to initiate referrals internally to another provider or specialty, such as radiology, dietary or laboratory</p> <p>Ability to leverage available communication and HIE infrastructure for external referrals</p> <p>Ability to develop and enforce security standards to protect and encrypt all patient-related information during transmission</p> <p>Ability to log and track all call and contact activity</p>	<p>Need detailed requirements on the ability to accept/process/incorporate into care plan referrals from outside entities, other service providers, such as client's PCP/PCMH. Will this be real time interface/upload or batch?</p>

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Service Delivery/Charting	<p>Template driven standardized approach for completion of required documentation, with the capacity to for customized data</p> <p>Ability to document on daily or other periodic basis client's progress towards goals identified in the Integrated Care Plan (ICP), develop case notes and other documentation required for programs and services that client receives. Provide alerts when data is incomplete</p> <p>Ability to create schedule of services, assign to specific staff member or designated responsible person , track and document service delivery, convert data to encounter data reporting</p> <p>Ability to view both current and historical components of a client's active treatment plan</p> <p>Ability to link components in the treatment plan to the progress notes for documentation and service delivery compliance with planned care and to document adherence to the current plan</p> <p>Ability to track/synchronize services delivered with services billed/encounter data submitted</p> <p>Capability for edit audit system that will: ensure that all data requirements are completed, goals and objectives are properly referenced , participation/billing records mirror data records, overlaps in scheduled/document activities are highlighted. Other data graphing/summarizing materials can be interfaced into the system</p> <p>Alerts when monthly/quarterly Plan Reviews , annual reviews, etc. are due</p> <p>Ability to upload and store electronic documents (word docs, excel, pdf and other formats)</p>	<p>Template driven standardized approach for completion of required documentation, with the capacity to for customized data</p> <p>Ability to document on daily or other periodic basis client's progress towards goals identified in the Integrated Care Plan (ICP), develop case notes and other documentation required for programs and services that client receives.</p> <p>Provide alerts when data is incomplete</p> <p>Ability to create schedule of services, assign to specific staff member or designated responsible person , track and document service delivery, convert data to encounter data reporting</p> <p>Ability to view both current and historical components of a client's active treatment plan</p> <p>Ability to link components in the treatment plan to the progress notes for documentation and service delivery compliance with planned care and to document adherence to the current plan</p> <p>Ability to track/synchronize services delivered with services billed/encounter data submitted</p> <p>Capability for edit audit system that will: ensure that all data requirements are completed, goals and objectives are properly referenced , participation/billing records mirror data records, overlaps in scheduled/document activities are highlighted. Other data graphing/summarizing materials can be interfaced into the system</p> <p>Alerts when monthly/quarterly Plan Reviews , annual reviews, etc. are due</p> <p>Ability to upload and store electronic documents (word docs, excel, pdf and other formats)</p>	

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Transition Planning- planning and monitoring of transitions across settings of care (institutional/HCBS, providers, etc.)	Ability to develop a transition plan, monitor implementation of a transition plan for a client that is changing setting of service, provider, or is experiencing other significant change in service delivery structure. Ability to conduct pre-transition assessment, medication and special instructions review, aftercare referrals and follow-up reminders; authorization, consent and release of health information, transition plan review with client and family	Ability to develop a transition plan, monitor implementation of a transition plan for a client that is changing setting of service, provider, or is experiencing other significant change in service delivery structure. Ability to conduct pre-transition assessment, medication and special instructions review, aftercare referrals and follow-up reminders; authorization, consent and release of health information, transition plan review with client and family	
Clinical Management	Treatment Planning Electronic Health Records (meaningful use approved) Charting/Service Delivery CPOE (Computerized Provider/Physician Order Entry) Pharmacy Management Medication Management Clinical Outcomes Discharge Planning ePrescribing	Treatment Planning Electronic Health Records (meaningful use approved) Charting/Service Delivery CPOE (Computerized Provider/Physician Order Entry) Medication Management Clinical Outcomes Discharge Planning ePrescribing	Currently do not provide a Pharmacy Management solution. Would need to define requirements.
Census/Bed Management	Ability to monitor the census activity and history of inpatient units, residential facilities and other similar treatment settings. Ability to schedule an admit, admit to unit and bed, schedule or document a leave of absence and monitor transfers and discharges. Ability to track bed availability, vacancy rates, etc.	Ability to monitor the census activity and history of inpatient units, residential facilities and other similar treatment settings. Ability to schedule an admit, admit to unit and bed, schedule or document a leave of absence and monitor transfers and discharges. Ability to track bed availability, vacancy rates, etc.	

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Scheduling	<p>Ability to schedule various types of services, monitor no-shows or cancellations, include alert codes specific to clinical or financial issues related to a client.</p> <p>Ability to track and schedule such resources as conference rooms and equipment, as well as such non-client related activities as trainings, meetings and appointments.</p> <p>Ability to track time in/out, assignment to various programs or wards and non-planned activities.</p> <p>Ability to determine data element collection requirements based on operational needs and standards of practice.</p> <p>Ability, when scheduling an appointment with a client, to check the patient's treatment plan to ensure the service being scheduled has been planned, are not in conflict with other scheduled activities, with the option of requiring it to be approved prior to being available for an appointment.</p> <p>Ability to ensure that clinicians/staff assigned to perform the service have the appropriate credentials to provide the service.</p>	<p>Ability to schedule various types of services, monitor no-shows or cancellations, include alert codes specific to clinical or financial issues related to a client.</p> <p>Ability to track and schedule such resources as conference rooms and equipment, as well as such non-client related activities as trainings, meetings and appointments.</p> <p>Ability to track time in/out, assignment to various programs or wards and non-planned activities.</p> <p>Ability to determine data element collection requirements based on operational needs and standards of practice.</p> <p>Ability, when scheduling an appointment with a client, to check the patient's treatment plan to ensure the service being scheduled has been planned, are not in conflict with other scheduled activities, with the option of requiring it to be approved prior to being available for an appointment.</p> <p>Ability to ensure that clinicians/staff assigned to perform the service have the appropriate credentials to provide the service.</p>	



Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Client Consent and Release (electronic signature)	<p>Ability to obtain client consent electronically in a way that adheres to HIPAA standards for the release of personal health information (PHI), service delivery, or other required client/guardian consent or agreement.</p> <p>Ability to configure alert criteria to notify staff/providers automatically when the consents are required.</p> <p>Ability to track consent acquisition for quality assurance to confirm they have been obtained.</p> <p>Ability to produce custom consent forms/eForms as needed.</p>	<p>Ability to obtain client consent electronically in a way that adheres to HIPAA standards for the release of personal health information (PHI), service delivery, or other required client/guardian consent or agreement.</p> <p>Ability to configure alert criteria to notify staff/providers automatically when the consents are required.</p> <p>Ability to track consent acquisition for quality assurance to confirm they have been obtained.</p> <p>Ability to produce custom consent forms/eForms as needed.</p>	
Billing and Receivables	<p>Ability to interface with MMIS for claims submission, encounter data submission</p> <p>Ability to document billing and reimbursement rules</p> <p>Ability to processes claims to payers (on paper or electronically)</p> <p>Ability to processes client statements</p> <p>Ability to document reimbursements/payments</p> <p>Ability to review/monitor receivables</p> <p>Ability to apply billing edits and audits to determine if episode criteria have been met; Automatically rejects overlapping time, double billing and other prohibited practices.</p>		Two way interface to MMIS is included - requirements to be defined. All other billing functionality to be provided by MMIS.
Incident and Quality Management	<p>Ability to document and develop an action plan for grievance follow-up and to report incidents and issues relating to an organization, program, clinical provider or client (integration with client and/or provider record).</p> <p>Ability to create alerts and notifications to provide essential process monitoring assistance, keeping staff on top of risk management activities and requirements.</p>	<p>Ability to document and develop an action plan for grievance follow-up and to report incidents and issues relating to an organization, program, clinical provider or client (integration with client and/or provider record).</p> <p>Ability to create alerts and notifications to provide essential process monitoring assistance, keeping staff on top of risk management activities and requirements.</p>	

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Security and Controls	<p>Ability to develop multi-layered security roles and permissions for various users.</p> <p>Ability to establish security roles and permissions to allow for multi-user access that will include access to the system with different levels of access for DDS, ICFs (public and private), Home and Community Based Providers, clients (via client portal), and others, as defined by DHS.</p> <p>Ability to give users access only to the appropriate levels of information required to do their jobs</p> <p>Ability to support data sharing, giving individual users and care teams access to records they do not own for a specified collaborative effort.</p> <p>Ability to categorize users by role and restrict access based on those roles.</p>	<p>Ability to develop multi-layered security roles and permissions for various users.</p> <p>Ability to establish security roles and permissions to allow for multi-user access that will include access to the system with different levels of access for DDS, ICFs (public and private), Home and Community Based Providers, clients (via client portal), and others, as defined by DHS.</p> <p>Ability to give users access only to the appropriate levels of information required to do their jobs</p> <p>Ability to support data sharing, giving individual users and care teams access to records they do not own for a specified collaborative effort.</p> <p>Ability to categorize users by role and restrict access based on those roles.</p>	
Workflow Design	<p>Customize workflow to reflect organization's business processes and business rules, create workflow alerts and notifications, ensure compliance with process sequence.</p>	<p>Customize workflow to reflect organization's business processes and business rules, create workflow alerts and notifications, ensure compliance with process sequence.</p>	
Reporting	<p>Ability to create your own data views and reports, manipulate records contained within the data views/reports online, in real time from within the application, or export records to Microsoft Excel® or other formats (xml, pdf, other).</p> <p>Ability to display large amounts of data in an easy to understand, easy to view dashboard format.</p> <p>Ability to drill down, change the layout and mix and match grids, web pages and graphs.</p>	<p>Ability to create your own data views and reports, manipulate records contained within the data views/reports online, in real time from within the application, or export records to Microsoft Excel® or other formats (xml, pdf, other).</p> <p>Ability to display large amounts of data in an easy to understand, easy to view dashboard format.</p> <p>Ability to drill down, change the layout and mix and match grids, web pages and graphs.</p>	<p>Report customization will be required outside the scope of standard dashboards and reporting.</p>

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Decision Support, Dashboards/Scorecards	Ad hoc reporting, dashboards, scorecards.	Ad hoc reporting, dashboards, scorecards.	Report customization will be required outside the scope of standard dashboards and reporting.
Customizations	Ability to tailor system to meet organization's unique business requirements without any custom programming.	Ability to tailor system to meet organization's unique business requirements without any custom programming.	Further definition required for unique business requirements to determine tailoring/configuring outside of standard delivered solution.
Provider Management	Ability to maintain catalog of all providers eligible (licensed/certified) to provide services, track licensure/certification status, document issues and resolution, track schedule of renewal requirements, track staff qualification compliance, etc.	Ability to maintain catalog of all providers eligible (licensed/certified) to provide services, track licensure/certification status, document issues and resolution, track schedule of renewal requirements, track staff qualification compliance, etc.	
Alerts and Notifications	<p>Ability to configure notifications and alerts according to organization's clinical and business rules: including, but not limited to alerts for missing diagnosis, services missing progress notes, need for periodic reassessment alert, and progress notes not signed and finalized, among others.</p> <p>Ability for user-defined alerts to automatically notify appropriate staff according to the criteria defined by the business rules.</p> <p>Ability for real-time communication among users (secure messaging, etc)</p>	<p>Ability to configure notifications and alerts according to organization's clinical and business rules: including, but not limited to alerts for missing diagnosis, services missing progress notes, need for periodic reassessment alert, and progress notes not signed and finalized, among others.</p> <p>Ability for user-defined alerts to automatically notify appropriate staff according to the criteria defined by the business rules.</p> <p>Ability for real-time communication among users (secure messaging, etc)</p>	
Document Imaging	Ability to provide or integrate with third party document management and imaging system.	Ability to provide or integrate with third party document management and imaging system.	Integration/Interfacing will be required. Document Management solution not provided as standard. Third-party application available.

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Client Portal	Ability to provide client access to specific functionalities in the system including client's care plan; ability to update demographic, contact, and other information; ability to access client's EMR/EHRs; ability to self-report clinical measures (blood pressure, temperature, etc.), and other.	Ability to provide client access to specific functionalities in the system including client's care plan; ability to update demographic, contact, and other information; ability to access client's EMR/EHRs; ability to self-report clinical measures (blood pressure, temperature, etc.), and other.	
Audit Trail		Auditing capabilities provided in standard solution.	
Mobile Device Compatible	Laptops, pads, smartphones, etc.	Laptops, pads, smartphones, etc.	
Inter-operability	Curam, SHARE (HIE), MMIS, and other DHS and non-DHS systems		Interfaces to be defined.
Off-line/disconnect mode capability	Ability to "check out" specific record to a local station, such as lap top, to work/modify record in an off-line/no internet connectivity environment and subsequently upload record changes to the main system database. Ensure that conflict does not exist in timing of record modification in on-line vs. off-line mode. Ensure record security and HIPAA compliance.	Ability to "check out" specific record to a local station, such as lap top, to work/modify record in an off-line/no internet connectivity environment and subsequently upload record changes to the main system database. Ensure that conflict does not exist in timing of record modification in on-line vs. off-line mode. Ensure record security and HIPAA compliance. Assessments and Care Planning provided in off-line mode.	
HIPAA Compliance	Assurance that all system electronic solutions adhere to HIPAA standards.	Assurance that all system electronic solutions adhere to HIPAA standards.	

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Master Client Index	Configurable options alert staff to clients' previous encounters with the agency/facility/provider/program. The Master Client Index (MCI) should check the most common variables (for example, last name, date of birth, social security number or Medicaid ID) to warn staff that the client may already exist in the database. Prevent duplicate entry, reduce work associated with keying in client information into forms, plans, other.	Configurable options alert staff to clients' previous encounters with the agency/facility/provider/program. The Master Client Index (MCI) should check the most common variables (for example, last name, date of birth, social security number or Medicaid ID) to warn staff that the client may already exist in the database. Prevent duplicate entry, reduce work associated with keying in client information into forms, plans, other.	

#### Long-Term Care

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Assessment	Accept assessment (user interface) data from assessors both online and offline Output RUG score, budget amount, and initial draft plan of care	Accept assessment (user interface) data from assessors both online and offline Output initial draft plan of care	Need to define process for output of RUG score and budget amount. Budget amount should come from MMIS based on InterRAI Assessment. Need to further define requirements for client intake.
Plan of Care	Initial draft plan of care created by tool, and finalized by assessor Store completed plans of care Checks encounter data against plan of care	Initial draft plan of care created by tool, and finalized by assessor Store completed plans of care Checks encounter data against plan of care	Need to understand where encounters are recorded - in ccp or from MMIS interface.



Provider Choice	User interface to capture options counseling data and store/share as needed (to replace existing system) Ability for case manager to assign providers for specific services in plan of care – provider choice communicated to billing system	User interface to capture options counseling data and store/share as needed (to replace existing system) Ability for case manager to assign providers for specific services in plan of care – provider choice communicated to billing system	
Billing	Budget amount communicated directly to billing system for each client Provider choices also communicated directly to the billing system in order to initiate / update periodic billing	Budget amount communicated directly to billing system for each client Provider choices also communicated directly to the billing system in order to initiate / update periodic billing	Assumption is that the "billing system" is MMIS. Need to define interface requirements.
Reporting	Providers and/or DHS can input performance metrics / survey data Reports created based on quality and financial performance Direct integration with MDS data systems to pull quality metrics data Ability to pull in claims data for reporting	Providers and/or DHS can input performance metrics / survey data Reports created based on quality and financial performance Direct integration with MDS data systems to pull quality metrics data Ability to pull in claims data for reporting	Report customization will be required outside the scope of standard dashboards and reporting.
PCMH Interface	Functionality allowing PCMH to access LTSS services data/information	Functionality allowing PCMH to access LTSS services data/information	

#### Aging

Function	Feature Requirements	CoCENTRIX Standard Functionality	Out-of-Scope Configuration/Customization and Notes
Referral	Create referral	Create referral	Need to define and configure referral and intake process.
Assessment	Accept assessment (user interface) data from assessors both online and offline	Accept assessment (user interface) data from assessors both online and offline	
Provider Choice	Provider Access to accept plan of care as Authorization	Provider Access to accept plan of care as Authorization	

Care Plan	Initial draft plan of care created by tool, and finalized by assessor Store completed plans of care  Allow plan of care to be completed offline Automated workflows and alerts	Initial draft plan of care created by tool, and finalized by assessor Store completed plans of care  Allow plan of care to be completed offline Automated workflows and alerts	Need further definition of "Automated work-flows". Multiple work-flows will need to be configured outside of initial scope of project.
Reporting	Ad hoc reporting, dashboards, scorecards.	Dashboard: for progress/productivity. Want both canned and ad hoc reporting capabilities.	Report customization will be required outside the scope of standard dashboards and reporting.