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### General Information

Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1753008

**Procurement Type:** Central Master Agreement

Vendor ID: VS0000010026

Legal Name: NETSMART TECHNOLOGIES INC

**Alias/DBA:**

**Total Bid: \$485,076.00**

Response Date: 08/19/2025 

Response Time: 11:10

Responded By User ID: [dl\\_rfp@ntst.com](#)

First Name: Christine

Last Name: Shackleton

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SO Doc Code: CRFO

SO Dept: 0613

SO Doc ID: VNF2600000001

Published Date: 8/14/25

Close Date: 8/19/25

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Status: Closed

Description: Electro

Total of Header Attachments: 2

Total of All Attachments: 2



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

**Proc Folder:** 1753008  
**Solicitation Description:** Electronic Medical Records System  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-08-19 13:30	SR 0613 ESR08182500000001091	1

**VENDOR**  
VS0000010026  
NETSMART TECHNOLOGIES INC

**Solicitation Number:** CRFQ 0613 VNF2600000001  
**Total Bid:** 485076  
**Response Date:** 2025-08-19  
**Response Time:** 11:10:53  
**Comments:** Please see our completed bid response and price proposal attached. Our price proposal includes all discounts.

**FOR INFORMATION CONTACT THE BUYER**  
David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	License Monthly fee, Base Year One	12.00000	MO	40423.000000	485076.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:** We have proposed alternative terms and conditions that Netsmart anticipates further discussion with WVNF. Unit Price and Delivery Days are mandatory fields. Unit Price is the monthly license fee and monthly patient portal fee for base year one, inclusive of all implementation fees. The monthly unit price in all optional renewal years is \$8,123.00.

**Extended Description:**  
Please see Exhibit "A" Pricing Page to Input Pricing  
License monthly fee, Base Year One.

# EXHIBIT A-PRICING PAGE

## West Virginia Veterans Skilled Nursing Facility Software Maintenance and Support - Pricing Page

To complete this pricing page enter in the all inclusive cost for licensing and support per each individual unit (bed) in License cost, per unit section, multiply by estimated license and add total in the "Cost X Estimated Yearly Use" Column and total all in the Grand Total section.

Spec Ref	Catagory Description/Unit of Measurement For Bid Purposes	License cost, monthly fee	License (bed)	Cost X=Base Year One
4.1	License monthly fee, Base Year One	\$39,550.00	12	\$474,600.00
4.1.30	Patient Portal Monthly Fee, Base Year One	\$873.00	12	\$10,476.00
4.1.26	Additional Modules, if needed, Base Year One monthly fee	\$0.00	12	\$0.00
4.1	License monthly fee, Optional Renewal Year One	\$7,250.00	12	\$87,000.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year One	\$873.00	12	\$10,476.00
4.1.26	Additional Modules, if needed, Optional Renewal Year One, monthly fee	\$0.00	12	\$0.00
4.1	License monthly fee, Optional Renewal Year Two	\$7,250.00	12	\$87,000.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Two	\$873.00	12	\$10,476.00
4.1.26	Additional Modules, if needed, optional Renewal Year Two monthly fee	\$0.00	12	\$0.00
4.1	License monthly fee, Optional Renewal Year Three	\$7,250.00	12	\$87,000.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Three	\$873.00	12	\$10,476.00
4.1.26	Additional Modules, if needed, Optional Renewal Year Three monthly fee	\$0.00	12	\$0.00
<b>GRAND TOTAL:</b>				<b>\$777,504.00</b>

It should be noted that while there are 120 beds available, the actual census may reflect a lesser number, however we are requesting the full complement of 120



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote  
Info Technology

<b>Proc Folder:</b> 1753008			<b>Reason for Modification:</b>
<b>Doc Description:</b> Electronic Medical Records System			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-08-04	2025-08-19 13:30	CRFQ 0613 VNF2600000001	1

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Netsmart Technologies, Inc.

**Address :** 11100 Nall Ave

**Street :**

**City :** Overland Park

**State :** KS **Country :** United States **Zip :** 66211

**Principal Contact :** Cathleen Panowicz cpanowicz@ntst.com

**Vendor Contact Phone:** (913) 707-4684 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

**Vendor Signature X** *Kevin Kaufman* **FEIN#** 13-3680154 **DATE** August 15, 2025

All offers subject to all terms and conditions contained in this solicitation

*Prepared for:*

# State of West Virginia

Response to Request for Quote  
Electronic Medical Records System

August 19, 2025

**Contact:**

Cathleen Panowicz, Director – Public Sector

Phone: (913) 707-4684

Email: [cpanowicz@ntst.com](mailto:cpanowicz@ntst.com)

Public Sector: [DL\\_PublicSector\\_RFP\\_Contact@ntst.com](mailto:DL_PublicSector_RFP_Contact@ntst.com)

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**ntst.com**

11100 Nall Avenue  
Overland Park, KS 66211  
800.842.1973



August 19, 2025

David Pauline  
State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington St. E  
Charleston, WV 25305

Mr. Pauline,

We are pleased to submit our quote for an Electronic Medical Records System (EMR) for the West Virginia Veterans Nursing Facility (WVNF).

Netsmart has contracts and has delivered solutions to public sector organizations in 45 states including several State Veterans Homes facilities. We look forward to adding WVNF to our growing footprint as the EMR technology provider for State Veterans Homes. We are confident our platform will help enhance your ability to improve the health and well-being of the veterans/residents you serve. Please contact Cathleen Panowicz, Director – Public Sector with questions or communications at [cpanowicz@ntst.com](mailto:cpanowicz@ntst.com) or (913) 707-4684.

Sincerely,

*Kevin Kaufman*

Kevin Kaufman, Chief Financial Officer  
Netsmart

This quote is valid for 120 days from the submission date of August 19, 2025.

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**ntst.com**

11100 Nall Avenue  
Overland Park, KS 66211  
800.842.1973



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## Executive Summary

Netsmart appreciates the opportunity to provide information regarding our Electronic Medical Record (EMR) solution and submit our quote to the West Virginia Veterans Nursing Facility (WVNF). Netsmart is dedicated to transforming care delivery through innovative technology solutions that promote intuitive, streamlined care coordination while improving outcomes and streamlining operations. Our comprehensive suite of solutions is designed to meet the unique needs of State operated Veterans Homes.


## We Understand State of West Virginia's Needs




Understanding each client's needs is fundamental to our approach at Netsmart. We take the time to evaluate your requirements carefully so we can provide a thoughtful response and a solution that addresses your unique requirements. Our response and quote is specific to WVNF but we would like to convey that Netsmart's proposed solution could also be deployed to the WV Veterans Home to support their Domiciliary Program and, although we would want further discussion, the Project-214 program as well. We could also support the future Charles Calvin Rogers State Veterans Nursing Facility. Netsmart's EMR is flexible and scalable, providing the Department a single EMR across all facilities, resulting in a single resident record. Should WVNF decide to partner with Netsmart, the Department would be poised to successfully deploy our solution to additional facilities.

## Proposed Solution Components

Netsmart's myUnity™ platform offers a comprehensive solution for post-acute care settings, streamlining operations and facilitating accuracy and efficiency. The platform is designed to support interdisciplinary collaboration, allowing clinical staff to focus on patient care. Key features include configurable workflows, user-centered dashboards, advanced scheduling, and authorization tracking. myUnity Senior Living supports care with robust interoperability, analytics, and flexible payment models. Extensive security features bolster client confidentiality and HIPAA compliance. The platform can also scale with your organization, supporting safer care transitions and improving overall organizational efficiencies.

### Solution Components' Description

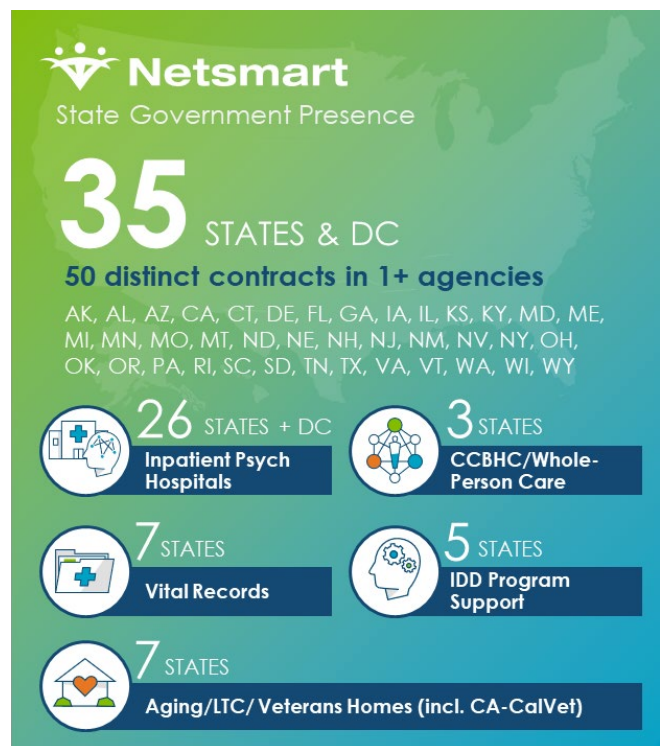
Components		Description
 EMR (myUnity SL)	<b>Identity and Access Management</b>	Netsmart's solution provides centralized identity access management.
	<b>Registration</b>	Admit, transfer, discharge.
	<b>Scheduling</b>	Integrated scheduling for patients/residents, group, staff, and/or resources.
	<b>Secure Messaging</b>	Secure messaging between resident care team members.
	<b>Skilled Nursing</b>	Compliance-driven operations and workflows for nursing, clinicians, interdisciplinary team, providers and MDS.
	<b>Practitioner Documentation</b>	Provider documentation and streamlined workflows supporting the needs of providers with the ability to apply electronic signatures and ePrescribe, including ePCS.
	<b>Skin and Wound</b>	Provides ability to document skin and wound, tracking and supports uploading of photos.
	<b>Fiscal</b>	Support and maintain resident trust accounts.

	<b>Document Management</b>	Supports scanning and indexing of documents to the resident record.
	<b>System Administration</b>	Configuration tool that allows for the tailoring of the application to meet organization or facility specific needs.
 KPI Dashboards	<b>Data Analytics &amp; Dashboards</b>	Business Intelligence module to provide advanced, executive-level analytics that offer at-a-glance metrics for clinical, financial, and operational decision-making.
 Simple Pro Suite PBJ	<b>MDS Scrubber / PBJ</b>	Netsmart Simple™ is a solution suite that integrates clinical, staffing, and financial data to provide better intelligence and reimbursement optimization. It is the only solution in the market capable of calculating quality measures and Five-Star ratings leveraging Minimum Data Set (MDS), Payroll-Based Journaling (PBJ), and UB-04 claims data.
 Consumer Portal	<b>Patient Portal</b>	User friendly web and app-based portal for residents, family or guardians providing secure access to clinical and personal information.

## Netsmart Has the Solutions, Experience, and Resources to Address WVNF's Needs and Desired Outcomes

Netsmart has been recognized as the top performing technology platform for ten consecutive years across the post-acute care continuum. This includes being the #1 Top Overall Client-Rated Home Health, Hospice, Skilled Nursing, and Senior Living Facilities EHR Vendor. Additionally, Netsmart has achieved top rankings in several categories: #1 Patient Engagement, Records Management, and Administrative Processing; #1 Interoperability, Care Coordination, Telehealth, and Connectivity; #1 Results Review/Management, Financials, Analytics, and Decision Support; #1 Population Health and Value-Based Care Technology; and #1 Vendor for Large Independent Agencies, Large Integrated Delivery Networks, and Health System-Owned Agencies.

We believe it is important to share our deep experience in public sector implementations and contracting. As shown in the graphic, Netsmart holds contracts in 35 States and DC with our proposed myUnity platform currently deployed in 7 State Agencies, 5 of which are State Veterans Homes. We continue to expand our presence in the state veteran home market, with two states in the northeast currently in contract negotiations with Netsmart and several additional states in some stage of procurement. We would be honored to add WVNF to the growing Netsmart family of state veterans nursing facilities.



Should WVVNF accept Netsmart's quote, we have outlined a few key points to ensure clarity in our pricing:

- Netsmart has accounted for an approximate 9 month implementation timeframe.
- One-time implementation fees have been included in the Base Year 1 License Monthly fee and spread in equal installments across the initial 12 months. Implementation fees are based on the *WVVNF Netsmart myUnity Senior Living SOW* found in the attachments.
- Recurring SaaS fees are based on approximately 175 total users and 2 licenses providers.
- Netsmart has provided our *Maintenance and Support Agreement* in the attachments. Netsmart assumes that WVVNF and Netsmart will negotiate a final contract should our quote be accepted.

As you review our proposal, which offers insight into our background, capabilities, philosophy, and processes, we trust it will highlight the immense potential of a partnership between WVVNF, the Department of Veterans Assistance and Netsmart. We would be pleased to demonstrate our solution as well as respond to any questions.

## 4. MANDATORY REQUIREMENTS:

### ***4.1 Software Maintenance and Support: Vendor must provide maintenance and support for the Licenses as follows:***

#### **4.1.1. One Hundred and Twenty (120) Licenses must be covered by maintenance and support.**

Netsmart's quote includes maintenance and support of the EMR for the 120 bed facility for the duration of the active agreement, i.e. initial term, and optional renewal terms if enacted. For those modules that are user based pricing, Netsmart has based the pricing on 175 total users of the system and 2 providers.

- **4.1.1.1. Agency will own the License Numbers and the data inputted for the duration of the contract. At the contract conclusion, the Agency will own the resident data, and the vendor must release all data to the Agency or Agency's designee in a readily accessible format, without the use of a proprietary system, upon request at no additional cost. The delivered records shall be inclusive of but not limited to all historical patient data maintained during the contract period, including data imported from predecessor systems; include original clinical documentation, diagnostic information, treatment notes, administrative records and delivered on encrypted external storage media or through secure file transfer methods. The initial data export shall be provided no later than 30 days before contract termination, with final data delivery completed within 72 hours after the effective termination date. Agency shall have 30 days from receipt to validate the integrity and completeness of the data, and Vendor shall promptly remedy any deficiencies at its own expense. Vendor warrants that no proprietary encoding, encryption, or obfuscation will hinder the comprehensive use or transfer of the data. All data transfers shall comply with the HIPAA Privacy and Security Rules. Within 30 days of final delivery, Vendor shall certify in writing that all copies of Client data have been deleted from its systems, unless retention is required by law.**

Netsmart is proposing a Software as a Service (SaaS) solution, not a perpetual license, and Agency will have access to the solution for the duration of the contract and the data inputted. Upon contract conclusion, Netsmart will make a machine-readable backup copy of the data available to the Agency at no additional cost, with final data delivery completed within three business days after the effective termination date. For SaaS agreements, we make a copy of the redshift AWS database environment and provide it to the Agency's chosen AWS account destination, or alternatively, the Agency may continue to host the database with us in a read-only backup state (note: should the Agency opt for Netsmart to host the read-only backup, additional fees will be incurred). Access to all front-end user solutions is disabled, and login access is removed. Data rights remain with the Agency and are accessible via the database copy.

We also provide a backup copy of the production database in an SQL backup file (.bak) within thirty (30) days, delivered via Secure FTP or on an encrypted disc as requested. We cooperate to support an orderly transition of maintained client data to another provider or to the client's internal operations, which may include consulting or conversion services at our then-current professional services rate. Our policy is to delete or de-identify client data within sixty (60) days of termination or expiration, except for data included in backup and disaster recovery logs requiring integrity.

#### **4.1.2. Maintenance and support must be provided for one (1) year with at least three (3) optional 1-year renewals.**

Maintenance and support are included in the SaaS agreement. Netsmart's quote includes implementation fees, maintenance and support (SaaS fees) for the initial term and three (3) optional 1-year renewals.

**4.1.3. Maintenance and Support under the initial term of this Contract will be tentatively for the period beginning on October 1, 2025, and ending on September 30, 2026. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.**

Acknowledged and understood. Maintenance and support are included in the SaaS fees, with an initial term anticipated to be October 1, 2025, to September 30, 2026, with three consecutive, optional renewal years, if authorized and executed by the parties.

**4.1.4. The vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.**

Netsmart has provided a copy of our support agreement. Please see the *Netsmart Maintenance & Support Agreement* in the Attachments for more information.

**4.1.5. Vendor must have SaaS platform capability with application solution.**

Netsmart's proposed solution is a cloud-based platform delivered as a Software as a Service (SaaS) solution. The application is accessible from any device with an internet connection, and users are not required to interact directly with the database or install database software on their workstations.

**4.1.6. Implementation must include software installation, testing, and deployment support.**

Implementation includes support for software installation, testing, and deployment. Our structured methodology covers configuration and validation phases, which involve system setup and testing activities. The project team manages the process using the Plexus Methodology, with tasks and milestones tracked weekly. Cutover, i.e. deployment, support is provided through a structured transition period, during which ownership of support is passed to the Netsmart Support group, while implementation resources remain available for continuity. End user training and deployment support are included, with guidance and resources provided for training and documentation.

**4.1.7. Training support shall be available through the duration of the contract period of performance.**

Netsmart provides training support throughout the duration of the contract period of performance. Our approach includes ongoing access to training resources such as eLearning modules, train-the-trainer programs, embedded online help, the myUnity Training Portal, and standard training manuals. Additionally, the Agency may also contract with Netsmart for the creation of custom training materials through an established change order process.

**4.1.8. 24/7 support must be provided. Product service and support to include technical support and Service Level Agreements (SLA).**

Netsmart maintains a high level of technical support for our software solutions with our help desk, round-the-clock support, a dedicated support line, and a primary point of contact.





**24/7/365 Support:** The NetsmartCONNECT client portal is accessible around the clock and throughout the year. Users can log support tickets, access the Solutions Knowledge Base, and use the Innovations submission portal. Clients can use the web-based system to report issues and monitor the status of their support requests at any time (24x7), as well as access the knowledge base, training guides, videos, user forums, and Innovations submission portal.

**Dedicated Support Line:** Netsmart operates a toll-free support line from 8:00 am to 5:00 pm Central Time, Monday through Friday, excluding Netsmart holidays. This line allows users to report problems and request support. Emergency support is available after standard hours of operation by calling the main support line and choosing the after-hour emergency option.

**Client Alignment Executive (CAE):** Each client is assigned a CAE, who acts as the primary point of contact for all communications, issue resolution, and strategic planning. The CAE advises clients and helps optimize their investment to meet their unique organizational needs.

Netsmart contractually guarantees 99.9% system availability. System and support SLA's are documented in the *Netsmart Maintenance & Support Agreement* provided in the Attachments.

**4.1.9. The vendor must perform installation of software upgrades, patches and releases. Upgrades must be scheduled during the hours of 6PM to 6AM EST and must be communicated to the Agency at least one (1) business day in advance.**

Netsmart performs the installation of software upgrades, patches and releases. Netsmart reserves a monthly maintenance window for upgrading, patching, modifying, and repairing portions of the SaaS/Hosting environment. The monthly window is generally scheduled on the third Sunday of the month, from 2:00 a.m. to 6:00 a.m. EST. The Agency will be notified via email and the Online Client Support Tracking System when new releases are available and can submit a ticket to schedule the application of updates and releases.

**4.1.10. Backup support must be provided to include full database backup for at least seven (7) days, allowing for point in time restore down to the minute within the previous seven (7) days of an incident where data loss occurs.**

Netsmart maintains a business continuity and disaster recovery program. Policies and procedures are in place to provide Software Services and Client Support Services with minimal interruptions, including disaster recovery planning and testing capabilities, recovery site management and standard backup and recovery procedures. The Netsmart business continuity management system is aligned with NIST 800-34 to prepare for, respond to, and recover from disruptive events. Netsmart produces a Business Continuity / Disaster Recovery plan and can make a client distributable version available to clients upon request.

Netsmart provides redundant, virtualization throughout the Cloud environment. The database environments utilize high availability server components to failover between servers in the event of a failure. Replicated copies of the database, web, and application server environments are maintained offline in a secondary, geographically dispersed, Availability Zone ("AZ"). In the event of a catastrophic event within the primary AZ, Netsmart will failover to the secondary AZ and continue operations. All client data are stored in the United States. Netsmart conducts annual third-party audits for compliance with SSAE 18 SOC 2 Type 2 and undergoes a minimum of annual penetration tests and regular vulnerability analysis and conducts, at least annually, an information security risk assessment in accordance with the applicable laws and regulations including an annual U.S. Health Insurance Portability and Accountability Act (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), risk assessment as validation of our data center control environment, providing assurance that administrative, physical, and technical controls are functioning effectively.

**4.1.11. Software must be able to run reports (standard and custom)**

Netsmart's myUnity EMR includes a suite of standard reports for census, clinical, operational, and financial metrics. myUnity uses its own reporting service from within the application and allows for development of custom reports that can be run from within the application and written using Microsoft's Report Builder Tool. Clients are given specific parameter RDL's during the database training class to write these custom reports. We also provide access to an ODBC connection over a secure tunnel with the Database Replica SKU. This ODBC connection can be connected to the clients on prem Crystal Reports, SSRS, Microsoft BI, etc. Additionally, we offer Remote Table Replication, this offering replicates table data to the client on-premise data warehouse.

**4.1.12. Software must include the ability to transmit prescriptions electronically to an outside pharmacy.**

Netsmart's solution includes our e-prescribing platform to transmit prescription electronically to an outside pharmacy, including e-prescribing of controlled substances. Our solution is a DEA-certified secure web-based electronic prescribing and medication management ordering system. It interfaces with Surescripts-certified pharmacies (95 percent of U.S. pharmacies are connected to the Surescripts network including thousands of local independent pharmacies). If a pharmacy is not on the Surescripts network, prescriptions can still be sent via fax.

**4.1.13. Software must include an Infection Control Module that includes Antibiotic Stewardship.**

myUnity Senior Living includes an Infection Control Module with integrated Antibiotic Stewardship functionality. Netsmart will configure functionality including assessments, medication type class, ordering provider and timeframe enabling tracking, monitoring, and reporting of infections and antibiotic usage to support regulatory compliance and best practices.



#### **4.1.14. Software must include the ability and space to upload items/documents to the resident records.**

Users can upload items/documents in the myUnity Senior Living solution. These attachments can be labeled and associated with existing documents or directly attached to the relevant section of the resident record. The documents/files/information can be uploaded or scanned into the resident record based on the resident or admission selected. The system stores the image files and associates them with the selected record based on document type. Supported file types include .pdf, .tif, .txt, .gif, and .jpg.

#### **4.1.15. Software must be able to have a Dietary/Nutrition Management Module with the ability to print in-house meal tickets.**

The proposed solution does not include a dietary/nutrition management module. The majority of our clients deploy dietary/nutrition software such as GeriMenu and Netsmart would provide an HL7 ADT to the dietary system.

#### **4.1.16. Software must have an Admissions Module.**

The myUnity EMR includes functionality to support admissions, including the use of a single Master Identifier for a resident to facilitate transitions of care and the carryover of select clinical content from one admission to the next. The system also supports bidirectional HL7 ADT messages for admissions, discharges, and transfers, and provides reports and dashboards to display ADT and census information.

#### **4.1.17. Software must have a Practitioner Engagement Module with the ability to apply electronic signatures.**

The system includes a practitioner engagement module with the ability to apply electronic signatures. Those electronic signatures can be captured on forms and documentation, including provider orders.

myUnity also has a Provider Mobile App to support provider engagement. Providers can:

- manage resident census in a device agnostic application
- add and sign orders
- sign controlled substances via a DEA certified EPCS application

#### **4.1.18. Training modules must be available within the software system with training available onsite or by phone.**

Training modules are available within the software system through the myUnity Training Portal, which is integrated and accessed from the myUnity EMR solution home page. This portal provides online eLearning materials, solution documentation, and role-based guided learning paths. In addition to online resources, Netsmart offers advanced instructor-led courses and custom learning engagements that can be delivered onsite for an additional fee. Facilitator/Consultant-led training sessions, including module and workflow training, as well as one-on-one sessions, are available onsite as part of the implementation methodology. For further support, users can access technical assistance by phone through a dedicated support line during business hours, with emergency support available after hours.

#### **4.1.19. Software must provide a Skin and Wound Module with the ability to upload pictures.**

myUnity includes a Skin and Wound module within the resident's clinical chart. The document management system allows users to take, store, and transfer images in myUnity. Images can be attached to the clinical record, labeled, and associated with existing documents, or directly attached to the relevant section of the resident record. When capturing images using a mobile device, users are prompted to use the device's camera, and the images are stored in the EMR rather than locally.

**4.1.20. Software must have a Recreation Module with the ability for the Recreation Department to schedule events and document resident participation.**

myUnity includes a Recreation module where the Recreation department can schedule events and document the event details, such as activity type, setting (group, 1:1, independent) and participation level. Data collected by the Recreation Department can be compiled into a report specified by resident or time of activity, as desired. Netsmart's solution also offers a calendar with features for viewing, scheduling, and managing resident needs, including the ability to schedule and track outside appointments and activities for each resident. The calendar can be used to schedule events and track participation, and reports are available to view the activities of all residents. The system allows filtering of resources based on licensing, credentials, preferences, and resident needs or preferences. There is also a whiteboard feature for managing multiple schedules, whether for a single resident or groups, such as by floor or activity. Clinicians can view an aggregate of events for a population of residents or by activity and/or resources from one screen. This functionality supports the Recreation Department in scheduling events and documenting resident participation.

**4.1.21. Software must be available for the chaplain, medical director, nurses and social workers to make and amend notes (documentation).**

The system allows nursing and the interdisciplinary team, which includes chaplains, medical directors, nurses, and social workers, to add and amend notes for residents. WVVNF can define note categories and subcategories for users to select. Notes are locked, date/time stamped, and can be flagged for follow up. A report is available to view all notes for a specific resident, by category/subcategory, or by user. This supports comprehensive documentation and amendment capabilities for all relevant staff roles.

**4.1.22. Software must have an analytics compliance package.**

Advanced analytics are available through our add on data and analytics module called "Simple." Simple supports compliance based reporting needs like Minimum Data Set (MDS)/Payroll Based Journaling (PBJ) submission requirements & Overall Five-Star analytics (Survey reporting, Quality Measure Reporting, and Staffing Reporting).

**4.1.23. Software must have a Skilled Nursing Module.**

myUnity Senior Living supports numerous care setting including Skilled Nursing. The system includes a module designed to support skilled nursing operations. This includes compliance-driven operations for nursing, clinicians, interdisciplinary team, providers and MDS.

**4.1.24. Software must have a Fiscal Module that will allow the input of receipts and payments in regard to resident accounts, including any trust accounts held by the facility.**

myUnity provides the ability to support Trust Account(s) for a resident. The solution tracks all deposits, withdrawals, and adjustments made to the account and provides the ability to generate check logs for paying expenses from the account. The solution also provides the ability to print statements and ledgers, apply interest, and close month-end for resident accounts. Users can work in the adjustments area within the financial module to complete write-offs, remove charges and payments, apply credits to open charges, complete refunds, and change information such as the charge date, payer/plan, and service quantity. Adjustments can be processed individually or in batch, and automated adjustments can be configured per payer. The system supports the input of receipts and payments related to resident accounts, including trust accounts held by the facility.

**4.1.25. Software must have the option/availability for the outsourced pharmacy vendor to have access to the system.**

WVVNF can provision secure system access for outsourced pharmacy vendors, enabling them to perform necessary tasks within the software as authorized.

**4.1.26. The software must have the flexibility to add components/modules as needed for future use for an all-inclusive flat fee per module.**

Netsmart continually invests in its solutions to extend functionality, due to advances in technology or to meet regulatory requirements. Netsmart will work with WVNF to amend the existing contract to add components/modules, as well as any associated implementation fees, at then current fees per module.

**4.1.27. All software must be HIPAA compliant to protect PHI.**

myUnity Senior Living is HIPAA compliant to protect PHI. Netsmart additionally aligns its security program to the NIST Cybersecurity Framework and NIST 800.53 Moderate Revision 5 guidelines to protect the confidentiality, integrity, and availability of confidential information, including PHI. Our security policies and standards include administrative, technical, and physical safeguards for processing confidential information. We conduct annual third-party audits for compliance with SSAE18 SOC 2 Type 2 and perform annual risk assessments in accordance with HIPAA and HITECH requirements. Access to data is limited to authorized personnel based on the principle of least privilege, with access authorizations reviewed at least semi-annually and rescinded promptly upon role changes or separation. Access logs are maintained for all user activity and stored securely. We implement and maintain software to detect and prevent malicious code, apply critical and high vendor security patches within thirty days, and conduct regular vulnerability analysis and penetration testing. Security education is provided annually to personnel operating or supporting our cloud services, focusing on security, confidentiality, and privacy of client data. Our product development lifecycle incorporates secure application development training, code reviews, vulnerability scans, and penetration tests. For HIPAA-compliant communication, we offer secure texting and messaging tools, with messages purged after 30 days unless saved in patient records. Background checks and annual PHI training are required for all associates with access to client data, and only those maintaining compliance with these requirements are selected to support and implement our solutions.

myUnity Senior Living supports HIPAA-compliant electronic signatures and accurate time/date stamping. Secure Communication supports HIPAA-compliant texting, with messages purged after 30 days unless saved in patient records. Internal 'notes' on documents are private and not visible to others or surveyors. CareConnect Inbox enables Direct Secure Messaging for care coordination, and the myUnity Senior Living Inbox enables messaging between internal staff. Integrated secure texting connects office and field users via a smartphone app and within myUnity Senior Living for documentation of care coordination when appropriate.

**4.1.28. Software must have the ability for remote access.**

myUnity Senior Living has the ability for secure remote access through Netsmart-approved remote access software integrated into the application. The Provider Mobile App also supports remote provider access for timely order management.

**4.1.29. Software must have the ability for secure one-on-one time messaging between providers regarding patient care, with easy-to-see/user-friendly notifications.**

Providers are able to communicate securely through the inbox dashboard functionality, which supports one-on-one messaging regarding patient care. The system also provides timely follow-up by enabling users to create follow-up 'To-do' tasks on users' desktop dashboards. The To-Do list offers reminders of activities that need to be completed and notifies designated roles when events such as admissions or discharges occur. These processes keep the care team notified and aware of completed and needed actions throughout each resident's stay.

**4.1.30. Software must have the ability for a HIPAA-compliant “patient portal” where patients/residents/MPOA’s can access and review their individual medical records, including but not limited to appointments, medications, lab results, vital readings, and doctor’s notes. While all other “modules/offerings” must be implemented/go live no later than October 1, 2025, for this one, the Agency is willing to wait until no later than December 1, 2025.**

The system provides a HIPAA-compliant patient/family portal which is integrated to the myUnity EMR. The resident/family member/MPOA can log to access and review their individual medical records, including demographics, allergies, medications, immunizations, care plan problems, the CCD, secure messaging, documents, surveys, appointment requests, and calendar events. The portal also supports the ability to send appointment reminders via email or text.

As noted in the Executive Summary of our quote response, Netsmart will work with WVNF regarding implementation and go live timelines.

## Qualifications

### **Please provide three references.**

Netsmart has outlined 3 organizations as references for WVNF. Contact information is below. If helpful, Netsmart is happy to help facilitate direct contact with these organizations, who can share their experiences with Netsmart as a partner and how their portfolio of solutions and services has enabled their success.

#### **The Actors Fund**

The Actors Fund Home is a 169-bed facility in Englewood New Jersey and includes short-stay rehabilitation, assisted living, skilled nursing and accredited dementia care. The Actors Fund is a gold standard for senior care and a recipient of the highest rating of 5 stars from the Centers for Medicare and Medicaid Services, as well as a perfect survey from the New Jersey State Department of Health. This organization's services are all supported by Netsmart and the myUnity platform.

Contact: Jordan Strohl, Executive Director, [jstrohl@actorsfund.org](mailto:jstrohl@actorsfund.org)

#### **Covenant Living Communities and Services**

Covenant Living Communities are one of the largest not-for-profit retirement living organizations in the nation, with 20 communities in 11 states. Their Continuing Care Retirement Communities (CCRCs) offer Independent Living (Residential Living) plus many more levels of living, including Assisted Living, Skilled Nursing and often, Memory Care and Rehabilitation. Covenant is headquartered in Skokie, Illinois. These services are supported by Netsmart and the myUnity platform.

Contact: Patrick Palma, National Director, Clinical Informatics Data, [epalma@covliving.org](mailto:epalma@covliving.org)

#### **Benchmark Senior Living Communities**

Benchmark is a leader in senior living throughout the Northeast, offering skilled nursing, independent living, assisted living, mind and memory care, continuing care retirement communities and respite care options in more than 65 communities across eight states. Benchmark is headquartered in Waltham, Massachusetts. These services are supported by Netsmart and the myUnity platform.

Contact: Elizabeth Wheatley, VP Resident Care, [ewheatley@benchmarkquality.com](mailto:ewheatley@benchmarkquality.com)

## 9. MISCELLANEOUS

**9.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Marc Myzal

Telephone Number: (610) 955- 8186

Fax Number: N/A

Email Address: mmyzal@ntst.com

## Attachments

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- Netsmart Maintenance & Support Agreement
- Exhibit A-Pricing Page
- Certification Signature Page
- Signed Addendum
- Standard Statement Of Work (“Sow”)
- Exceptions and Clarifications

# ***Netsmart Maintenance & Support Agreement***



### **Application Support Services Agreement**

The following is a description of the Support Services to be performed by Netsmart during the time period in which Client is purchasing Support Services.

1. Netsmart will support and maintain the most current version of the Software Services in substantial conformance with applicable Federal laws. Client acknowledges and agrees that, in the event Client has chosen to utilize a less than current version of the Software Services or has missed any mandatory upgrades, Client will bring the Software Services up to Netsmart's then-current version in order for Client to maintain compliance with applicable Federal law.
2. Priority 1 issues must be called in directly to the Netsmart Support department. For all other support concerns, Client can call or use Netsmart's designated support system to log issues specifying a Problem or Defect in the Licensed Software.
3. If self-hosted, Client will provide and maintain, at its expense, hardware and/or software to allow Netsmart to access Client's system remotely.
4. Netsmart will also provide Client with:
  - a. updates that are distributed without charge to other similar clients which reflect modifications and incremental improvements made to the Software Services by Netsmart;
  - b. an opportunity to obtain enhancements to the Software Services for which fees are imposed on the same terms as such enhancements are generally made available to other clients
5. Client agrees to grant Netsmart access to the Software Services on Client's system(s) for the sole purpose of performing Netsmart's obligations under this Agreement. Netsmart will ensure all connectivity to Client's system is through a single point of connectivity utility which audits Netsmart's activity on Client's system(s) when Netsmart is connected to Client's system(s). These audit logs are retained for 90 days.
6. If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to hardware used by Client, the hardware's system software, or applicable software other than Software Services, or Client's misuse or modification of the Software Services, Netsmart's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Software Services.
7. If analysis by Netsmart indicates that a reported problem is caused by a reproducible Problem or Defect, Netsmart will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:
8. Priority 1 issues must be called in directly to the Netsmart Support department. For all other concerns Client can call or use Netsmart's designated online support system to log issues specifying a Problem or Defect in the Software Services.
9. Netsmart will provide a toll-free problem-reporting and support telephone line available 8:00 a.m. to 5:00 p.m., Central time Monday through Friday, exclusive of Federal holidays.

Priority	Definition
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<b>1 - Critical</b>	<p><b>Priority 1:</b> will be assigned when the Software Services or a material functional component thereof is non-operational as a result of a defect, in the production environment only, such as the production system cannot be accessed or utilized in any capacity, a direct patient safety issue is present, or a HIPAA compliance violation as a result of a server incident or Netsmart application defect. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days. Notwithstanding the above, Netsmart will work continuously toward resolution.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> <li>• This case Priority must be called in directly to the Netsmart Support department.</li> <li>• Client provides specific, detailed information required for troubleshooting/investigation.</li> <li>• Client provides appropriate staff and resources to sustain continuous communication and work effort as required.</li> <li>• Without appropriate client resources, the case will be downgraded to Priority 2 after three business days.</li> </ul>
<b>2 - High</b>	<p><b>Priority 2:</b> will be assigned to defects in the live production environment that have a significant negative impact on daily operations but do not cause a "System Down". A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> <li>• Client provides specific, detailed information required for troubleshooting/investigation.</li> <li>• Client provides appropriate staff and resources to sustain continuous communication and work effort as required.</li> <li>• Without appropriate client resources, the case will be downgraded to Priority 3 after six business days.</li> </ul>
<b>3 - Medium</b>	<p><b>Priority 3:</b> will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems, or to provide a plan for such correction, within ten (10) business day.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> <li>• Client provides specific, detailed information required for troubleshooting/investigation.</li> <li>• Client provides appropriate staff and resources to sustain continuous communication and work effort as required.</li> <li>• Without appropriate client resources, the case will be downgraded to Priority 4 after eleven (11) business days.</li> </ul>
<b>4 - Low</b>	<p><b>Priority 4:</b> will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business day.</p> <p><u>Client's Commitment:</u></p> <ul style="list-style-type: none"> <li>• Client provides specific, detailed information required for troubleshooting/investigation.</li> <li>• Client provides appropriate staff and resources to sustain continuous communication and work effort as required.</li> </ul>

## Schedule A-1: Service Level Agreement for Software Services

### 1. Definitions.

- i. **Major System Change** means a material change to the system, including a backend upgrade, operating system upgrade, new release upgrade, SAN upgrade, database upgrade.
- ii. **Service Package** means software designed to fix identified Problems or Defects in the Software Services, including documentation and release notes made available with such patch or service pack.
- iii. **System Stabilization Period** is the period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change.

### 2. Coverage.

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

For the absence of doubt, Software Services include 24x7x365 Support Services for Priority 1 issues.

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

### 3. System Availability Calculation

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

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

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

**Unscheduled Downtime** equals the time (in minutes) during which the production system is not operational (excluding "Scheduled Downtime") from the Netsmart-provided hosting facility internet connection based on the measuring methodology documented below.

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

- c. Client is permitted to audit Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of Unscheduled Downtime. This audit must take place within 30 days of the month end.
- d. Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the recurring SaaS/Hosting fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.
- e. Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.
- f. If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.
- g. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

#### **4. Exceptions**

Client shall not receive any credits under this Schedule in connection with any failure or deficiency of System Availability caused or associated with:

- a. an event of Force Majeure;
- b. Failure of access circuits to the Netsmart network, unless such failure is caused solely by Netsmart;
- c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
- d. Issues with FTP, POP, or SMTP Client access;
- e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Software Services;
- f. E-mail or webmail delivery and transmission;
- g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee

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only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers; and

- h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

- 5. **Scheduled Maintenance.** Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire cloud computing environment. The monthly window is generally scheduled on the 3<sup>rd</sup> Sunday of the month, from 2:00AM – 5:30AM EST.

6. **Credit Request and Payment Procedures.**

In order to receive a credit, Client must submit a request for credit to Netsmart Accounting at AR@ntst.com, within thirty (30) days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing fees.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this Schedule cannot exceed the total SaaS fees paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this Schedule if Client applied for and received a credit. Nothing in this Schedule precludes Client from pursuing an alternate contract remedy for any future incident that may occur.

# ***Certification Signature Page***

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Cathleen Panowicz

(Address) 11100 Nall Ave. Overland Park, KS 66211

(Phone Number) / (Fax Number) (913) 707-4684 / (913) 696-3492

(email address) cpanowicz@ntst.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Netsmart Technologies, Inc.

(Company)  
Kevin Kaufman

(Signature of Authorized Representative)  
Kevin Kaufman, Chief Financial Officer August 18, 2025

(Printed Name and Title of Authorized Representative) (Date)  
(913)327-7444 Fax: (913) 696-3492

(Phone Number) (Fax Number)  
DL\_PublicSector\_RFP\_Contact@ntst.com

(Email Address)

# ***Exhibit A-Pricing Page***



# EXHIBIT A-PRICING PAGE

## West Virginia Veterans Skilled Nursing Facility Software Maintenance and Support - Pricing Page

To complete this pricing page enter in the all inclusive cost for licensing and support per each individual unit (bed) in License cost, per unit section, multiply by estimated license and add total in the "Cost X Estimated Yearly Use" Column and total all in the Grand Total section.

Spec Ref	Catagory Description/Unit of Measurement For Bid Purposes	License cost, monthly fee	License (bed)	Cost X=Base Year One
4.1	License monthly fee, Base Year One	\$39,550.00	12	\$474,600.00
4.1.30	Patient Portal Monthly Fee, Base Year One	\$873.00	12	\$10,476.00
4.1.26	Additional Modules, if needed, Base Year One monthly fee	\$0.00	12	\$0.00
4.1	License monthly fee, Optional Renewal Year One	\$7,250.00	12	\$87,000.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year One	\$873.00	12	\$10,476.00
4.1.26	Additional Modules, if needed, Optional Renewal Year One, monthly fee	\$0.00	12	\$0.00
4.1	License monthly fee, Optional Renewal Year Two	\$7,250.00	12	\$87,000.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Two	\$873.00	12	\$10,476.00
4.1.26	Additional Modules, if needed, optional Renewal Year Two monthly fee	\$0.00	12	\$0.00
4.1	License monthly fee, Optional Renewal Year Three	\$7,250.00	12	\$87,000.00
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Three	\$873.00	12	\$10,476.00
4.1.26	Additional Modules, if needed, Optional Renewal Year Three monthly fee	\$0.00	12	\$0.00
<b>GRAND TOTAL:</b>				<b>\$777,504.00</b>

It should be noted that while there are 120 beds available, the actual census may reflect a lesser number, however we are requesting the full complement of 120

# ***Signed Addendum***



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote  
Info Technology

<b>Proc Folder:</b> 1753008			<b>Reason for Modification:</b> Addendum No. 1
<b>Doc Description:</b> Electronic Medical Records System			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-08-14	2025-08-19 13:30	CRFQ 0613 VNF2600000001	2

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

**Vendor Customer Code:**

**Vendor Name :** Netsmart Technologies, Inc.

**Address :** 11100 Nall Avenue

**Street :**

**City :** Overland Park

**State :** Kansas **Country :** USA **Zip :** 66211

**Principal Contact :** Cathleen Panowicz cpanowicz@ntst.com

**Vendor Contact Phone:** (913) 707-4684 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline  
304-558-0067  
david.h.pauline@wv.gov

**Vendor Signature X** *Kevin Kaufman* **FEIN#** 13-3680154 **DATE** August 15, 2025

All offers subject to all terms and conditions contained in this solicitation

<b>ADDITIONAL INFORMATION</b>
Addendum No. 1
To respond to Vendor Technical Questions, see attached.
Bid opening remains August 19, 2025, at 1:30 pm., EST.
No other changes.

<b>INVOICE TO</b>	<b>SHIP TO</b>
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY  CLARKSBURG WV US	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY  CLARKSBURG WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	License Monthly fee, Base Year One	12.00000	MO		

<b>Comm Code</b>	<b>Manufacturer</b>	<b>Specification</b>	<b>Model #</b>
81112200			

**Extended Description:**  
Please see Exhibit "A" Pricing Page to Input Pricing  
  
License monthly fee, Base Year One.

<b>SCHEDULE OF EVENTS</b>		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., EST.	2025-08-11

# SOLICITATION NUMBER: CRFQ VNF2600000001

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as (“VNF2600000001”) to reflect the change(s) identified and described below.

### **Applicable Addendum Category:**

Modify bid opening date and time.

Modify specifications of product or service being sought.

Attachment of vendor questions and responses.

Attachment of pre-bid sign-in sheet.

Correction of error.

Other.

### **Description of Modification to Solicitation:**

- 1) To provide responses to vendor technical questions regarding, (see attached)
- 2) Bid opening date and time remains August 19th at 1:30pm

No other changes.

**Additional Documentation: Documentation** related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

TECHNICAL QUESTIONS CRFQ VNF 26*01-EMRS			
QUESTION #	QUESTION	SPECIFICATION REFERENCE	ANSWER
1	Please provide the total # of users that will be accessing the system	4.1.1, Pricing Page	No less than 100 and no more than 230; the number fluctuates as employees come and go. We are asking for pricing based on licenses/beds, which is consistent at 120.
2	Please provide the # of Providers (i.e. prescribers)	N/A	2
3	The pricing sheet does not contain an area for one-time implementation fees. Where should vendor include this information?	Pricing Page	The vendor should provide an all inclusive cost for licensing and support for each individual unit (bed). The pricing page is set up to provide cost for Base Year One and all subsequent renewals (1+3). It is to the vendor's discretion whether to include implementation in the Base Year One cost or feather it across all years. The lowest Grand Total Cost will determine the award to the lowest responsible bidder.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ VNF2600000001**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

Addendum No. 1

Addendum No. 6

Addendum No. 2

Addendum No. 7

Addendum No. 3

Addendum No. 8

Addendum No. 4

Addendum No. 9

Addendum No. 5

Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Netsmart Technologies, Inc.

\_\_\_\_\_  
Company

*Kevin Kaufman*

\_\_\_\_\_  
Authorized Signature

August 15, 2025

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

# ***Standard Statement Of Work ("Sow")***



## myUnity Senior Living

### STANDARD STATEMENT OF WORK (“SOW”)

#### Netsmart Technologies, Inc. and West Virginia Veterans Nursing Facility

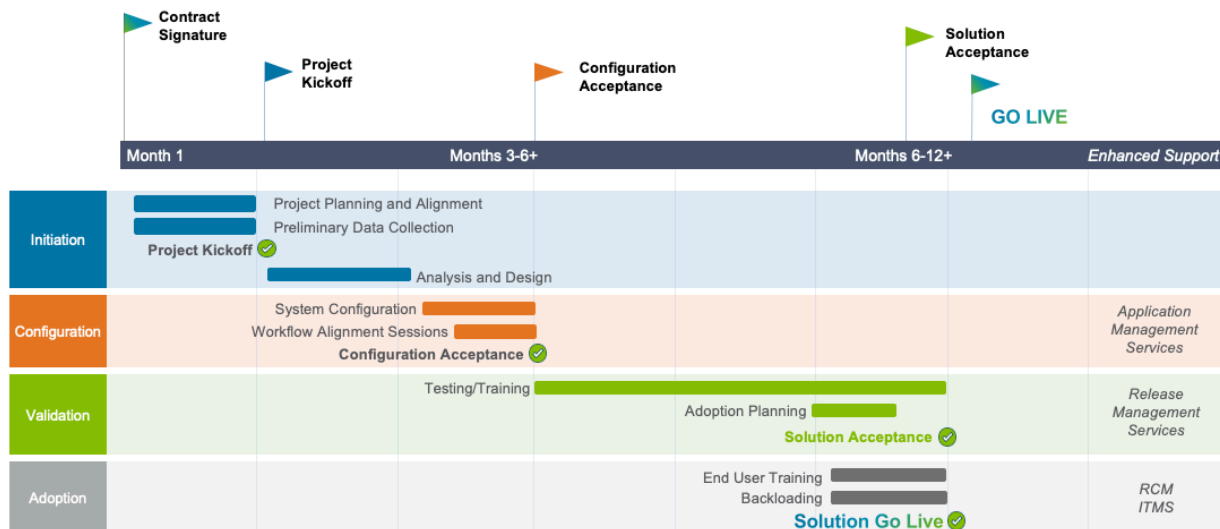
## 1. Purpose

The purpose of this statement of work is to outline the requirements and deliverables for the implementation and project management of West Virginia Veterans Nursing Facility’s myUnity Senior Living Implementation. The scope is based on the latest generally available software release, a detailed project timeline, use of Netsmart’s Plexus methodology, and best practice recommendations. The details of the scope of services are included below.

## 2. Project Duration

Any discussed project start, and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties’ overall collaboration of such implementation, unless otherwise stated in Master Agreement. Netsmart requires up to ninety (90) days following the Effective Date of this Agreement to accommodate the Project Initiation activities such as planning, staffing and technology activities. The project schedule will reflect the scope and estimated timing of Netsmart’s work. The implementation is projected to take approximately 9 months. Once the project schedule is finalized, extended delays and changes in scope may result in changes to scheduling and services. Charges for additional services will be billed at Netsmart’s then current rates for such services.

### Baseline Solution Implementation Timeline



\* Enhanced Support Services not estimated in initial bid, but available to clients and often leveraged to enhance adoption and optimal leverage from the solutions.

### 3. Introduction

myUnity® Senior Living provides access to an individual's complete care journey in a single, enterprise resident record spanning skilled nursing and adult day care. With myUnity® Senior Living, organizations can utilize a single, unified electronic health record (EHR) that connects all senior living lines of business with other care settings, streamlining operations across your entire organization. This one-stop senior living software enables automated electronic referral management, streamlined admissions, access to view and manage residents' care journeys and billing across multiple care settings.

### 4. Scope of Services

WEST VIRGINIA VETERANS NURSING FACILITY will be implementing this Scope of Work for the following Senior Living Locations and care settings:

Agency Name	Address	ADC/ Beds	Care Settings
West Virginia Veterans Nursing Facility	One Freedom Way Clarksburg, VW 26301	100 SNF 20 AL	SNF, AL (Alzheimer's/ Dementia)

Senior Living	Standard Install Core Functions
<p><b>Core Clinical Functions</b></p>	<ul style="list-style-type: none"> <li>○ Predefined Clinical Forms (approximately 300)</li> <li>○ Pre-defined Form Events / Schedules for Standard Clinical forms</li> <li>○ Pre-defined Touchscreen Forms</li> <li>○ Predefined Roles and Security</li> <li>○ Org Levels</li> <li>○ Predefined workflow process <ul style="list-style-type: none"> <li>▪ Intake/Admission</li> <li>▪ Nursing Admission Process</li> <li>▪ Clinical Management</li> </ul> </li> <li>○ Predefined LOA Types</li> <li>○ Predefined Reference Codes</li> <li>○ Allergies <ul style="list-style-type: none"> <li>▪ Part of FDB</li> </ul> </li> <li>○ Predefined Activity Events and Schedules</li> <li>○ Pre-defined Care Plan Content <ul style="list-style-type: none"> <li>▪ Based on NANDA</li> </ul> </li> <li>○ Diagnosis Code Library</li> <li>○ Medication Library – FDB Drug Classes</li> <li>○ Predefined Order Sets</li> <li>○ Pre-defined Vital Sign Alerts</li> <li>○ Predefined Treatment Library <ul style="list-style-type: none"> <li>▪ Includes – Diets, Diagnostics, Labs, Referrals, Restorative</li> </ul> </li> <li>○ Standard Reporting for Clinical which includes: <ul style="list-style-type: none"> <li>▪ Includes Stored Templates for ADL and Caregiver Documentation Verification (Touchscreen Reporting)</li> </ul> </li> </ul>

<p><b>Core Financial Functions</b></p>	<p>Predefined Organization Levels used to build out Senior Living Level Organizational Structure</p> <p>Included with Revenue Cycle Management:</p> <ul style="list-style-type: none"> <li>• Predefined Workflows <ul style="list-style-type: none"> <li>○ Financial Admissions Review</li> <li>○ Daily Census and Financial Management Processes</li> <li>○ Weekly Census and Financial Management Processes</li> <li>○ Monthly Financial Management Processes</li> <li>○ Revenue Generation/Adjustment Processes</li> <li>○ Billing Generation Processes</li> <li>○ Cash posting Processes.</li> <li>○ Financial Month End Close Processes</li> </ul> </li> <li>• Standard payer setup for: <ul style="list-style-type: none"> <li>○ Medicare</li> <li>○ Medicaid/ Medicaid Waiver</li> <li>○ Commercial</li> <li>○ Medicare Adv.</li> <li>○ Self-pay/ private pay</li> <li>○ Workers' Compensation</li> </ul> </li> <li>• Revenue Generation for: <ul style="list-style-type: none"> <li>○ Census based charge creation.</li> <li>○ Recurring charge and Room &amp; Board management and creation</li> <li>○ Ability to perform Charge Import</li> <li>○ Revenue Adjustment activities</li> </ul> </li> <li>• Preconfigured Billing Formats for myUnity supported payors.</li> <li>• Payment Application (Cash) <ul style="list-style-type: none"> <li>○ Payment posting to AR.</li> <li>○ Misc. Cash management</li> <li>○ ERA 835 – Import (standards may vary and be outside the scope of this statement of work)</li> <li>○ Standard payment import (pre-defined)</li> <li>○ Cash reconciliation (best practices)</li> </ul> </li> <li>• Financial reporting library that includes standard aging, revenue reporting and GL reporting.</li> <li>• Month End Close: <ul style="list-style-type: none"> <li>○ Standard General Ledger setup with basic reconciliation</li> <li>○ Choice of one predefined General Ledger export format</li> <li>○ Defined and required workflow for Month End procedures Report Tie out process</li> </ul> </li> </ul>
<p><b>Clinical Site Build</b></p>	<p>Clinical Items to be Configured by the Netsmart.</p> <ul style="list-style-type: none"> <li>• Time Periods</li> <li>• Standard Clinical Times</li> <li>• Administration Capture Setup</li> <li>• Diagnosis Short List</li> <li>• Organization Parameters</li> <li>• Order Quick List <ul style="list-style-type: none"> <li>○ Cannot be done until back loading is completed.</li> </ul> </li> <li>• Pre-Printed Orders</li> <li>• Org Global Settings</li> <li>• Job Schedules for Status Reconciliation, Interim Orders, Generate POE</li> <li>• Up to 25 custom clinical forms</li> </ul>

<b>Standard Training</b>	<ul style="list-style-type: none"> <li>• Maintenance Training: <ul style="list-style-type: none"> <li>○ Netsmart will provide training to maintain the myUnity Senior Living solution.</li> <li>○ Training will be conducted through a series of instructor led, onsite sessions.</li> <li>○ Training will include how to locate supporting documentation, use the appropriate tools to manage system maintenance, and educate on troubleshooting tools and techniques.</li> </ul> </li> <li>• Super User Training <ul style="list-style-type: none"> <li>○ Super User training will be conducted through a series of live instructor led onsite sessions. Training courses and will be supplemented with written user guides.</li> <li>○ It will consist of in-depth training of the standard myUnity Senior Living platform for those that West Virginia Veterans Nursing Facility selects to become subject matter experts or Super Users within their areas of expertise (&lt;25 users).</li> <li>○ Participants are to be considered core members of the overall project team and should represent all roles to be trained.</li> </ul> </li> <li>• West Virginia Veterans Nursing Facility will demonstrate knowledge of standard myUnity Senior Living clinical and business operations at the conclusion of training.</li> </ul>
<b>Data Import Execution</b>	<ul style="list-style-type: none"> <li>• Netsmart to perform the execution of the imports into myUnity Senior Living EHR. <ul style="list-style-type: none"> <li>○ Business, Physicians</li> <li>○ Users/Personnel</li> <li>○ Products &amp; Services</li> <li>○ Plan Info for Org</li> <li>○ Reimbursement Rules</li> <li>○ Payers/Plans</li> <li>○ GL</li> </ul> </li> </ul>
<b>Go Live</b>	Netsmart will provide onsite go live support for one (1) three (3) day go live event.
<b>Post Go Live Support</b>	Netsmart will provide check-in calls and go live item tracking for 60 days post go live.
<b>First Month Billing Support</b>	Netsmart will provide remote First Month Billing support.

myUnity Senior Living	West Virginia Veterans Nursing Facility Responsibilities
<b>Clinical</b>	<p>Clinical Back Loading</p> <ul style="list-style-type: none"> <li>• Validate demographic import (add data as necessary)</li> <li>• Add MDS, clinical, and Touch screen schedules.</li> <li>• Add Physician orders.</li> <li>• Add Resident Summary</li> <li>• Add Care Plans (optional)</li> <li>• Add baseline height and weight (optional)</li> </ul>
<b>Data Imports</b>	<ul style="list-style-type: none"> <li>• West Virginia Veterans Nursing Facility is responsible for providing data in the standard Netsmart import templates and owns validity of data and validation of data post conversion. <ul style="list-style-type: none"> <li>○ User/Personnel</li> <li>○ Businesses</li> <li>○ Physicians</li> <li>○ Patient Demographics</li> <li>○ Reimbursement Rule/ Rates</li> <li>○ Plan info for organization.</li> <li>○ Payers and Plans</li> </ul> </li> </ul>
<b>System Validation</b>	<ul style="list-style-type: none"> <li>• Netsmart will provide a tracking mechanism outlining the pre-defined myUnity Senior Living workflows that should be validated per care setting.</li> <li>• West Virginia Veterans Nursing Facility will own validation of test plan.</li> <li>• West Virginia Veterans Nursing Facility will own validation of test scripts.</li> </ul> <p>After Solution Acceptance is complete. West Virginia Veterans Nursing Facility is responsible for the following.</p> <ul style="list-style-type: none"> <li>• West Virginia Veterans Nursing Facility is responsible for validation and updating agency specific information, including, and not limited to address and phone numbers of locations, Medicare, and Medicaid Provider ID's</li> <li>• West Virginia Veterans Nursing Facility is responsible for updating payer and plan information post solution acceptance.</li> <li>• West Virginia Veterans Nursing Facility is responsible for updating plan specific and default reimbursement rules related to the locations post solution acceptance.</li> </ul>
<b>Policy &amp; Procedure Review and Alignment</b>	<ul style="list-style-type: none"> <li>• West Virginia Veterans Nursing Facility will review current policy and procedure information to determine necessary modifications to align to myUnity Senior Living Recommended Workflows.</li> <li>• West Virginia Veterans Nursing Facility will own execution of change management, including tracking, communication(s) and accountability</li> </ul>

## ***Functionality Descriptions***

<b>Census</b>	Ability to track multiple admissions across care settings. Referral management, admission processes, resident payer/plan management, census tracking which includes multiple report options. Support for leave of absence processes which include admissions management through discharge. Training on census management workflows and census system maintenance.
<b>Clinical</b>	Access to myUnity Library of Standard Clinical Forms and Clinical Care Plan content developed according to Federal regulations, industry standards and best practice. This includes MDS as well as admission assessment and tracking forms. Electronic orders management with pre-defined order sets. Electronic administration of orders. Touch Screen module for ADL tracking. Training in clinical workflows and clinical system maintenance.
<b>Home Screen</b>	Provides dashboard widgets that aid in day-to-day operations with census management, administration of clinical duties and assistance with tracking revenue cycle related activity. All existing widgets are provided and come with recommended configuration. Training in widget configuration is included.
<b>Point-of-Care – Clinical</b>	This module provides ADL tracking at the point of care. This includes standard, pre-defined forms for tracking ADLs, meal intake, BM's as well as clinical activities.
<b>eMAR/eTAR – Clinical</b>	Provides the ability for nursing to electronically administer and document scheduled medication and treatment administrations within the myUnity Senior Living solution.
<b>Advanced Monitors and Alerts</b>	Provides ability to alert designated staff to specific workflow triggers. Content is pre-defined. No modifications to existing rules or new rules are included within this scope.
<b>Preconfigured Content</b>	Content necessary for the end user to complete their normal course of day-to-day business. Included are pre-configured process, security access based on role, clinical forms, medication order sets, and revenue cycle configuration which includes standard payer sources, transaction account types and GL export options.
<b>Additional Planned Customization</b>	In addition to Preconfigured Content / Additional Planned Customization: 5 Pages Assessment / Forms; 10 Form Events / Schedules, 10 Processes, 2 Advanced, Monitors and Alerts (AMAs)
<b>First DataBank</b>	Provides a standardized drug library for use within myUnity Senior Living that includes interaction checking. This is used for all medication orders entered into myUnity Senior Living.
<b>Data Conversions</b>	Three (3) conversions are included in this project- Physicians, Census, and Balance Forward.  The standard formatting and process for uploading will be reviewed as part of the process.

<b>MDS Import (SNF)</b>	West Virginia Veterans Nursing Facility to provide Netsmart all applicable data from the legacy system vendor. MDS files must be in standard MDS XML format. One (1) SNF (with eighteen (18) months of MDS data) is included.
<b>INTERACT® Forms Library</b>	INTERACT® is an acronym for “Interventions to Reduce Acute Care Transfers.” The interventions is a quality improvement program designed to improve the identification, evaluation, and communication about changes in resident status.
<b>Offline MAR/TAR Facesheet (OMTF)</b>	<p>The OMTF tool is used to allow West Virginia Veterans Nursing Facility’s to continue to provide Medicine, Treatments, and other administrations to the resident base of the facility in the event of a disaster. This is accomplished by creating a face sheet, MAR, TAR, and/or OAR every two hours for each facility. This is then downloaded to a West Virginia Veterans Nursing Facility machine that stores these files in XML. These files can be retrieved in the event of a disaster and distributed per the West Virginia Veterans Nursing Facility’s needs throughout the organization.</p> <p>The OMTF Tool consists of two parts:</p> <ul style="list-style-type: none"> <li>• Server-side installation <ul style="list-style-type: none"> <li>○ For Hosted West Virginia Veterans Nursing Facility’s this is done by Netsmart.</li> <li>○ For Self-hosted West Virginia Veterans Nursing Facility’s instructions are provided by Netsmart when the OMTF Tool is being implemented.</li> </ul> </li> <li>• West Virginia Veterans Nursing Facility-side installation <ul style="list-style-type: none"> <li>○ This is done by the West Virginia Veterans Nursing Facility for both hosted and self-hosted environments and requires at least one dedicated OMTF device where the files are to be stored.</li> </ul> </li> </ul>

<b>Physician Mobile Application</b>	<b>Scope of Services</b>
Physician’s Mobile Application is a secure, App-based prescribing and medication management system.	
<b>Patient Profile</b>	<ul style="list-style-type: none"> <li>• Demographics viewing</li> <li>• Diagnoses viewing</li> <li>• Allergies viewing</li> <li>• Vitals viewing</li> </ul>
<b>Medications</b>	<ul style="list-style-type: none"> <li>• Medication Profile viewing</li> <li>• View medication details</li> </ul>
<b>Electronic Prescribing of Controlled Substances</b>	<ul style="list-style-type: none"> <li>• View nursing initiated pending medication orders</li> <li>• Approve or deny medication orders</li> <li>• Renewal Requests, ChangeRequests, Formulary Checking, Medication History, Prescription resend is not supported.</li> </ul>

<b>Electronic Prescribing of Controlled Substances</b>	<b>Scope of Services</b>
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<b>EPCS:</b> Assumes West Virginia Veterans Nursing Facility is already contracted for Physician's Mobile Application and has ordered EPCS tokens for each Provider.	
<b>Key Features</b>	<ul style="list-style-type: none"> <li>• DEA Certified</li> <li>• Schedules II-V.</li> <li>• Two Factor Authentication.</li> </ul>
<b>Project Planning</b>	<ul style="list-style-type: none"> <li>• Determine Go-Live Target</li> <li>• Review Workbook Detailing: each EPCS prescriber's First Name, Last Name, Username, license, DEA Number and Email Address.</li> </ul>
<b>Solution/Technical Configuration</b>	<ul style="list-style-type: none"> <li>• The completed workbook will be uploaded to Netsmart's identity proofing partner for identity verification. <ul style="list-style-type: none"> <li>○ Once identities are verified, Netsmart's identity proofing partner will send a registration email to each EPCS User.</li> <li>○ The users then complete the EPCS registration.</li> </ul> </li> <li>• Upon reaching a status of LOA 3, Netsmart will connect its identity proofing partner with the Physician's Mobile Application solution.</li> </ul>
<b>Maintenance Training</b>	<ul style="list-style-type: none"> <li>• Following configuration, admins and/or users will undergo training sessions with the solution.</li> </ul>
<b>Go Live</b>	<ul style="list-style-type: none"> <li>• The definition of being 'live' with EPCS is that at least one prescriber is EPCS enabled at the Organization.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• Professional services quotes do not include travel, living and travel time expenses, as all services will be delivered remotely, unless otherwise approved.</li> <li>• Training will cover those items that are available in OrderConnect-NX at the time of training. As Additional items are added to OrderConnect-NX and if training is requested on those items, the additional training may require a new SOW and funding.</li> <li>• Individuals scheduled to attend training will attend and participate in the entire session as defined the agenda.</li> <li>• Netsmart will share available recommended practices during the implementation.</li> <li>• The project will be executed according to the four (4) phase based Netsmart Plexus Methodology as outlined above.</li> <li>• RELIANCE HOSPICE AND PALLIATIVE CARE will assign an individual who has authority and accountability for signing-off on project completion. This shall be a named individual.</li> </ul>

CC Inbox	Scope of Services
<b>CareConnect Inbox:</b> Inbox that will facilitate bi-directional electronic referrals across a robust provider network which leverages Direct Secure Messaging.	
<b>Key Features</b>	<ul style="list-style-type: none"> <li>• Ability to associate individual mailboxes to direct secure addresses so that end users can communicate securely.</li> <li>• Expanded contact list to send CCD directly to other care providers.</li> <li>• Reply, forward, and attach documents to messages.</li> <li>• Email like user interface for easy review and composing of messages.</li> <li>• Create inboxes for additional providers without developer assistance.</li> <li>• Attach additional documents to messages as well as CCD documents.</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>• Remote webinars <ul style="list-style-type: none"> <li>○ Two in total <ul style="list-style-type: none"> <li>▪ One for Admin Training</li> <li>▪ One for End User</li> </ul> </li> </ul> </li> </ul>

<b>CareRecord &amp; Solution Configuration</b>	<ul style="list-style-type: none"> <li>• Configure CareRecord to add the inbox for providers to view within EHR.</li> <li>• Setup initial amount of users, not to exceed 15.</li> <li>• Setup initial contact list from another agency.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• Netsmart resources will assist with validation of direct messaging functionality once at least one address has been provisioned by the Trusted Agent. <ul style="list-style-type: none"> <li>○ This can be completed either through a referral partner or a Netsmart-issued Direct address used for validation on the production network.</li> </ul> </li> <li>• Netsmart and West Virginia Veterans Nursing Facility will devote sufficient resources and timely communication to the project in order to assure its success.</li> <li>• It is assumed that each West Virginia Veterans Nursing Facility environment will be updated to the most recent maintenance releases prior to the beginning of the engagement.</li> <li>• West Virginia Veterans Nursing Facility will provide resources as identified in the work breakdown structure of the project plan.</li> <li>• West Virginia Veterans Nursing Facility will own all testing and validation during the Upgrade process.</li> <li>• Individuals scheduled to attend training will attend.</li> <li>• West Virginia Veterans Nursing Facility has purchased the appropriate subscriptions for CareConnect.</li> <li>• All work by Netsmart will be conducted remotely.</li> <li>• Software will be implemented in a Production domain.</li> <li>• Netsmart will be responsible for Netsmart's portion of the interfaces between the CareRecord Software and the third party system.</li> <li>• West Virginia Veterans Nursing Facility will be responsible for the referral partner's portions of the interfaces, this includes but is not limited to development coordination, project timelines, testing, and implementation management with third party.</li> <li>• Netsmart will cooperate with referral partner to implement the interfaces but West Virginia Veterans Nursing Facility shall remain as Netsmart's primary contact and shall be present during all interface discussions with referral partner .</li> <li>• West Virginia Veterans Nursing Facility will manage its third parties to ensure they can meet any timelines set forth in the project schedule.</li> </ul>

<b>myHealthPointe</b>	<b>Scope of Services</b>
<b>myHealthPointe 2.0</b> offers West Virginia Veterans Nursing Facility's the ability to provide their consumers/residents/patients and their care team members and families with access to information related to their care, 24 hours a day through a secure, web and mobile-based solution.	
<b>Delivery</b>	<p><b><u>Setup and Configuration</u></b>  Netsmart will collaborate with the West Virginia Veterans Nursing Facility to set up and configure the myHealthPointe solution. Associated EHR configuration is the responsibility of the West Virginia Veterans Nursing Facility.</p> <p><b><u>Implementation Support</u></b>  Netsmart will provide resolution to Netsmart related issues within the implementation and functional use of the myHealthPointe application.</p>

<b>myHP Features &amp; Deliverables</b>	<p><b>Assumptions:</b> West Virginia Veterans Nursing Facility has purchased the appropriate subscriptions and services for myHealthPointe.</p> <ul style="list-style-type: none"> <li>• myHP Assessments/Surveys – Netsmart will build and train to a maximum of two (2) Assessments (ex. AMT-10 and ADLs assessment). <ul style="list-style-type: none"> <li>○ Assessments are not to exceed (25) twenty-five questions and answers each</li> </ul> </li> <li>• myHP Alerts/Dashboards – Netsmart will deliver to a maximum of (40) forty professional services hours</li> <li>• myHP eSignature Capabilities</li> </ul>
<b>Implementation Tasks</b>	<ul style="list-style-type: none"> <li>• Project Kickoff <ul style="list-style-type: none"> <li>○ Set key event dates</li> <li>○ Determine Go Live Date</li> <li>○ Review Delivery Project Kit</li> </ul> </li> <li>• Configuration and Validation <ul style="list-style-type: none"> <li>○ Includes available feature/functionality configured, validated</li> </ul> </li> <li>• Remote Trainings <ul style="list-style-type: none"> <li>○ Configuration and Validation Trainings throughout</li> <li>○ Formal Remote Training</li> <li>○ West Virginia Veterans Nursing Facility Competency Checklist</li> </ul> </li> <li>• Go Live <ul style="list-style-type: none"> <li>○ West Virginia Veterans Nursing Facility functional use of myHP application</li> </ul> </li> <li>• Transition To Support <ul style="list-style-type: none"> <li>○ Netsmart handoff from Consulting to Support</li> </ul> </li> </ul>
<b>Testing</b>	<p><b><u>Testing</u></b> Netsmart and West Virginia Veterans Nursing Facility will follow the predefined Project Kit that is outlined during Project Kick Off.</p> <p>Testing will be executed within the West Virginia Veterans Nursing Facility’s environment and will be led by the West Virginia Veterans Nursing Facility project management team with assistance from the Netsmart project team (remotely).</p> <p><b><u>Objectives</u></b></p> <ul style="list-style-type: none"> <li>• Complete testing according to predefined testing plan</li> <li>• Confirm Go-Live readiness</li> <li>• Ensure all critical path issues have an action plan</li> </ul> <p><b><u>West Virginia Veterans Nursing Facility responsibilities</u></b></p> <ul style="list-style-type: none"> <li>• Lead and direct integration testing activities</li> <li>• Manage Issues List</li> <li>• Conduct application integrated testing</li> <li>• Conduct operational testing</li> <li>• Document test results</li> <li>• Update issues list with any unresolved test findings</li> </ul> <p><b><u>Netsmart responsibilities</u></b></p> <ul style="list-style-type: none"> <li>• Troubleshoot identified issues and resolve Go-Live dependent issues</li> <li>• Communicate status of issues and their estimated resolution date to the West Virginia Veterans Nursing Facility</li> </ul> <p>Acceptance Criteria: Netsmart and West Virginia Veterans Nursing Facility agree the myHealthPointe application is ready for Production Go-Live</p>

<b>Training</b>	<p>The myHealthPointe Training provided by Netsmart follows the Train-the-Trainer model throughout the implementation. As needed, Netsmart will conduct one (1) formal remote Train-the-Trainer training, including:</p> <ul style="list-style-type: none"> <li>• System Administrators <ul style="list-style-type: none"> <li>○ myHealthPointe User Setup</li> <li>○ myHealthPointe Maintenance</li> </ul> </li> <li>• Practice Portal Users <ul style="list-style-type: none"> <li>○ Practice Portal</li> <li>○ Consumer Portal</li> </ul> </li> </ul> <p>West Virginia Veterans Nursing Facility will provide the required technical resources to support the training session (including devices for participants (laptop or desktop computers), internet access, and connection to a projector/monitor for facilitation).</p>
<b>Production Go-Live</b>	<p><b><u>Go-Live Deliverables</u></b></p> <p>Production Go-Live is the event when training has been completed, West Virginia Veterans Nursing Facility user logins have been provided by Netsmart and test plan has been completed.</p> <p><b><u>Objectives</u></b></p> <ul style="list-style-type: none"> <li>• Begin functional use of myHealthPointe</li> <li>• Transition from Netsmart consulting to Netsmart support</li> </ul> <p><b><u>West Virginia Veterans Nursing Facility responsibilities</u></b></p> <ul style="list-style-type: none"> <li>• Complete and execute go-live plan</li> <li>• Document go-live issues</li> </ul> <p><b><u>Netsmart responsibilities</u></b></p> <ul style="list-style-type: none"> <li>• Support go-live</li> <li>• Document go-live issues</li> <li>• Transition to ongoing Netsmart technical support for the myHealthPointe application</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• Each West Virginia Veterans Nursing Facility environment must be updated to the most recent maintenance releases prior to the beginning of the engagement</li> <li>• Netsmart and West Virginia Veterans Nursing Facility will devote sufficient resources and timely communication to the project to assure its success</li> <li>• West Virginia Veterans Nursing Facility will own all testing and validation during the implementation process.</li> <li>• Individuals scheduled will attend all project events</li> <li>• All work by Netsmart will be conducted remotely unless otherwise noted or agreed upon by both parties</li> <li>• West Virginia Veterans Nursing Facility has purchased the appropriate Netsmart subscription for the myHealthPointe application</li> </ul>

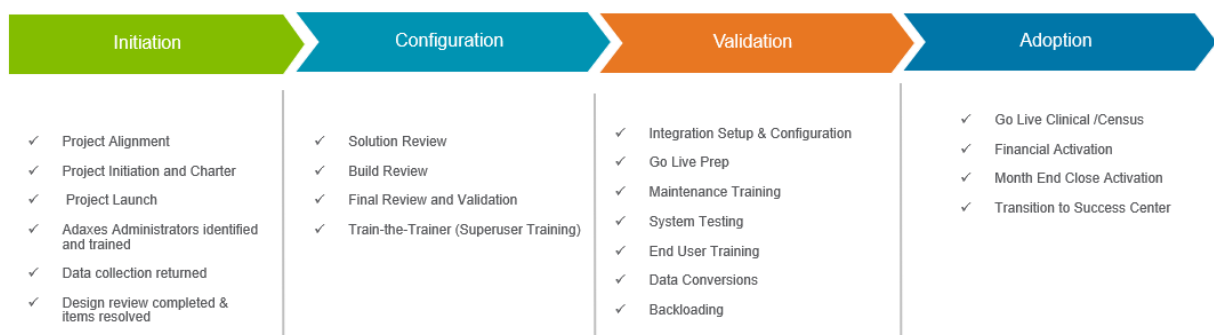
myUnity Enterprise	Add-on Service Solutions
<b>Offline MAR/TAR Facesheet (OMTF)</b>	<p>The OMTF tool is used to allow West Virginia Veterans Nursing Facility's to continue to provide Medicine, Treatments, and other administrations to the resident base of the facility in the event of a disaster. This is accomplished by creating a face sheet, MAR, TAR, and/or OAR every two hours for each facility. This is then downloaded to a West Virginia Veterans Nursing Facility</p>

	<p>machine that stores these files in XML. These files can be retrieved in the event of a disaster and distributed per the West Virginia Veterans Nursing Facility's needs throughout the organization.</p> <p>The OMTF Tool consists of two parts:</p> <ul style="list-style-type: none"> <li>• Server-side installation <ul style="list-style-type: none"> <li>○ For Hosted West Virginia Veterans Nursing Facility's this is done by Netsmart.</li> <li>○ For Self-hosted West Virginia Veterans Nursing Facility's instructions are provided by Netsmart when the OMTF Tool is being implemented.</li> </ul> </li> <li>• West Virginia Veterans Nursing Facility-side installation <ul style="list-style-type: none"> <li>○ This is done by the West Virginia Veterans Nursing Facility for both hosted and self-hosted environments and requires at least one dedicated OMTF device where the files are to be stored.</li> </ul> </li> </ul>
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## 5. Plexus Implementation Methodology

The project proposed is designed to assist West Virginia Veterans Nursing Facility with the deployment of the myUnity Senior Living solution. The nature of this statement of work is to implement the myUnity Senior Living STANDARD solution within a single database for use by West Virginia Veterans Nursing Facility. The methodology outlined below is current as of this agreement and may deviate over time due to our dedication to continuous improvement.

The following section of this document details the main deliverables of the West Virginia Veterans Nursing Facility Implementation.



### *Initiation Phase*

The Initiation Phase gives the West Virginia Veterans Nursing Facility Executives, Project Sponsors and Project Leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations. It is an opportunity to begin preparing your project team. The West Virginia Veterans Nursing Facility of Health project team will be introduced to the Netsmart project team, and each team's responsibilities will be discussed. The Plexus implementation methodology is introduced. Project scope is discussed to set expectations. The data collection requirements for the implementation will be introduced during this phase. Proposed project timeline and event dates are reviewed. Additionally, project tools that will be used will be shown through demonstration and hands-on experience.

<b>General Project Management</b>	The Project Manager is active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to time, quality, and budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.
<b>Hardware Network OS/Installation Netsmart Hosted</b>	The West Virginia Veterans Nursing Facility is responsible for reviewing the desktop hardware, operating system, and Internet bandwidth requirements for the licensed programs to operate. Recommended hardware, operating software and bandwidth requirements are detailed in the "myUnity Senior Living IT and Technical Information." This ensures all equipment and connectivity methods meet minimum application and performance requirements before Netsmart Technologies provides myUnity environment access.
<b>Software Delivery and Installation Netsmart Hosted</b>	Netsmart Engineers will provide the West Virginia Veterans Nursing Facility myUnity solution within the Netsmart Plexus Cloud environment. Netsmart will also assist the West Virginia Veterans Nursing Facility in connecting to the hosting environment.
<b>Weekly Project Meetings</b>	The West Virginia Veterans Nursing Facility and Netsmart PMs will begin meeting weekly to gather all information required to kick-off the project and conduct the Project Initiation and Charter Event.
<b>Project Initiation and Charter Event</b>	The West Virginia Veterans Nursing Facility and Netsmart PMs will work together to complete the presentation for this event; the event reviews all roles / responsibilities, West Virginia Veterans Nursing Facility goals for this project and timelines are solidified.
<b>Project Launch</b>	Netsmart will provide a high-level demo of the solution. The Organization structure will be reviewed. Netsmart will review the following with the West Virginia Veterans Nursing Facility: form analysis, workflow analysis, report analysis. Data Gathering / Project Overview & Prep Build Preparation. Big Picture overview on financials, workflow analysis, claims analysis, reports. Project Launch event will be conducted on site.
<b>Data Collection / Build Preparations</b>	After the Launch event, the West Virginia Veterans Nursing Facility team will provide any data collection / decisions requested by the Netsmart project team. This data collection will be used to complete all necessary configurations in the test environment prior to Train the Trainer.

### ***Configuration Phase***

This phase will begin with a high-level demo of the pre-defined solution and best practice workflows in the myUnity Senior Living Solution. The West Virginia Veterans Nursing Facility team will provide any data collection documentation requested by the Netsmart team during the Initiation Phase. Netsmart utilizes the train-the-trainer approach and will train the West Virginia Veterans Nursing Facility Super Users during this time.

<b>Solution Review</b>	The Solution Review event will consist of a high-level demo of the pre-defined solution and best practice workflows, as well as introducing the data collection requirements for the implementation. If there are any concerns with the solution at this time, Netsmart will work with the West Virginia Veterans Nursing Facility project team to identify any Integrations and/or Optimizations that can be completed post-go live to meet the organization's needs.
<b>Build Review</b>	Netsmart will document all that was built in the solution and complete internal unit testing.
<b>Application Training</b>	Clinical: Functionality overview of Basic Navigation, Census Management, and Clinical Documentation (assessments, care plans, notes, orders, order administration) Financial: Functionality overview of Basic Navigation, Census Management, and Financial Tasks (revenue generation, cash posting, Billing and Month End Close)
<b>Final Review and Validation</b>	The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the West Virginia Veterans Nursing Facility's myUnity Senior Living solution and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the West Virginia Veterans Nursing Facility personnel. This is a Train-The-Trainer session designed to prepare your trainers & testers to conduct testing and begin preparing to do end-user training.
<b>Train the Trainer (Superuser Training)</b>	Superuser training is instructor-led live training. It will consist of in-depth training of the standard myUnity Senior Living solution for those that West Virginia Veterans Nursing Facility selects to become subject matter experts or Superusers within their areas of expertise. Participants are to be considered core members of the overall project team and should represent all roles to be trained. Superuser training to be conducted on site.

## ***Validation Phase***

The events in Validation phase include Go Live Preparation, Maintenance Training, System Testing, MDS import, data conversions, backloading and end user training. The focus of this phase is making sure the West Virginia Veterans Nursing Facility is prepared for the final transition of ownership at Go Live.

<b>Go Live Prep</b>	During Go Live Prep, members of the West Virginia Veterans Nursing Facility project team will “train” the Netsmart team on the myUnity Senior Living solution. This event is intended to ensure the West Virginia Veterans Nursing Facility project team understands the solution well enough to complete testing and end user training.
<b>Maintenance Training</b>	Maintenance training consists of training West Virginia Veterans Nursing Facility IT support staff to locate supporting documentation and to use the appropriate tools to manage system maintenance, educate on troubleshooting tools and techniques.
<b>System Testing</b>	A round of System Testing will be conducted according to the West Virginia Veterans Nursing Facility's System Testing Plan. System Testing will be executed at the West Virginia Veterans Nursing Facility's site and will be led by the West Virginia Veterans Nursing Facility project management team w/ remote assistance from the Netsmart project team. It will allow the system testers to flow a complete patient experience, “a day in the life” of a patient, using the system including all involved, major workflow processes. This event also allows the West Virginia Veterans Nursing Facility to validate their specific workflows and end-user training prior to conversion.
<b>End User Training</b>	The End User Training is managed by Netsmart, who will create the course content and agendas. Netsmart team will be responsible for providing the training to West Virginia Veterans Nursing Facility's end users.
<b>Import MDS File</b>	West Virginia Veterans Nursing Facility to provide Netsmart all applicable data from the legacy system vendor. MDS files must be in standard MDS XML format. One (1) SNF (18-months of MDS data) is included.
<b>Data Conversions</b>	The data conversion process will transfer the following data sets: Demographics (Census, Physicians, Responsible Parties, and Balance Forward) The West Virginia Veterans Nursing Facility is responsible for providing the data from their legacy solution in the requested format. Netsmart will not work directly with the legacy solution vendor. All communication with the legacy solution vendor will be led by the West Virginia Veterans Nursing Facility.
<b>Backloading</b>	Netsmart will manage all backloading data activities; backloading data is the process of adding patient specific data into the new solution.



## ***Adoption Phase***

The Adoption phase is the final phase in the implementation process. This phase begins with the Go Live (Census / Clinical) Event. Go Live is the event when solutions are moved into productive use by the end-user population. Maintenance Training is performed for the West Virginia Veterans Nursing Facility System admins. The first month end close is performed and the final step in the Adoption phase is to transition from the Netsmart Project team to the Netsmart Solution Success Center.

<b>Go Live (Census / Clinical)</b>	Go-Live is the event when backloading is completed, end users are trained on the final solution, and the solution is moved into productive use by the end-user population. During this phase, all legacy system use is discontinued. Go Live is supported by both project teams. Onsite Go Live support for end-users is provided by the West Virginia Veterans Nursing Facility, at the West Virginia Veterans Nursing Facility site, and is supported onsite by the Netsmart team. One (1) Netsmart Clinical associate will provide onsite go live support for the first three (3) days of the Go Live event.
<b>Financial Activation</b>	One (1) Netsmart Financial associate will provide onsite support for the first day of the financial activation.
<b>First Month End Close &amp; Billing</b>	One (1) Netsmart Financial associate will provide remote Month End Close and Billing Event support. This support consists of one (1), three (3) day month end close event.
<b>Transition to Support</b>	Netsmart Consulting will be engaged with the West Virginia Veterans Nursing Facility and provide issue resolution assistance for up to sixty (60) days post Go Live. After sixty (60) days, the West Virginia Veterans Nursing Facility will work directly with Netsmart Support for any newly identified issues.

## 6. Assumptions

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- End-User Training is provided by Netsmart.
- West Virginia Veterans Nursing Facility is responsible customization of all End User Training and materials to reflect their policies and procedures.
- West Virginia Veterans Nursing Facility is responsible for defining all test scripts and testing efforts.
- Netsmart will provide timely communication to the West Virginia Veterans Nursing Facility project team in order to ensure its reasonable success.
- New hardware, if required, will be the sole responsibility for the West Virginia Veterans Nursing Facility to procure and deploy prior to the date defined in the Project Schedule.
- West Virginia Veterans Nursing Facility will provide sufficient resources as identified in the work breakdown structure of the project plan to assist in deliverable execution.
- West Virginia Veterans Nursing Facility project team members will not change for the duration of the implementation. If project team members must be added or removed, it may result in an extended timeline and funding if additional training, meetings etc....are required.
- Individuals scheduled to attend required meetings, trainings/sessions will attend and participate in the entire session as defined by the agenda/project plan.
- West Virginia Veterans Nursing Facility will be responsible for any activities not listed in the scope of work.
- West Virginia Veterans Nursing Facility is responsible for all ongoing maintenance and configuration unless otherwise contracted with Netsmart Consulting Services.
- West Virginia Veterans Nursing Facility agrees to complete weekly task assignments due by dates and within the time frames specified in the project schedule.
- West Virginia Veterans Nursing Facility will coordinate and provide necessary communications with internal / external staff on behalf of the project team.
- West Virginia Veterans Nursing Facility will be responsible for the review of all agencies' policies and procedures and the updates, creation, or deactivation to them as required by the project as part of this implementation.
- Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the West Virginia Veterans Nursing Facility. Additionally, the West Virginia Veterans Nursing Facility must provide proof of this licensing. This includes Micromedex content (licensed from Netsmart), CPT or DSM codes.
- The project will be executed according to the event based Netsmart Plexus Implementation Methodology as outlined below in section 6 Plexus Implementation Methodology.
- For West Virginia Veterans Nursing Facility to be successful, they must have all resources in place, and submit all deliverables in accordance with the timelines.
- Coordination of all 3rd party vendors will be the responsibility of West Virginia Veterans Nursing Facility team who will drive all deliverables in a timely manner.
- Every vendor installation is considered a separate project subject to its own timelines and costs. This is because each vendor has unique connectivity and workflow requirements that must be discussed individually without impacting the other(s). Netsmart can provide an estimated cost for additional CareQuality/CareConnect facility activations if applicable.
- Modifications and changes to the scope of the project must be controlled through the Change Control process and approved by both Netsmart and West Virginia Veterans Nursing Facility. Changes may affect the project schedule, timeline, funding, and go live dates.
- Any delays to deliverables exclusively by West Virginia Veterans Nursing Facility that impact the Go Live date will incur additional costs by West Virginia Veterans Nursing Facility for project extensions.
- West Virginia Veterans Nursing Facility will assign an individual who has authority and accountability for signing-off on each of the Plexus Events / Gates. This shall be a named individual.
- Any deviation from the pre-defined content will require purchase of Advanced Integration solutions and / or Advanced Optimization customization services which will require additional funding.

- Netsmart will provide support / trainings /meetings etc. during standard business hours (8:00a-5:00p) Monday through Friday (excluding holidays) based on the West Virginia Veterans Nursing Facility's time zone unless otherwise specified in this SOW or mutually agreed upon between the Netsmart and West Virginia Veterans Nursing Facility sponsors.
- For multiple locations, a Phased implementation is not in scope.
- This Scope of Work (SOW) is provided as a preliminary draft and is intended solely for discussion and planning purposes. The contents herein are subject to ongoing review, refinement, and modification. No part of this document shall be construed as final, binding, or legally enforceable until formally approved and executed by all relevant parties. Any assumptions, deliverables, timelines, or responsibilities outlined are provisional and may be updated to reflect evolving project requirements, stakeholder input, or operational considerations.

## **Netsmart Responsibilities**

Netsmart to identify a Netsmart Project Manager who will maintain the relationship with the West Virginia Veterans Nursing Facility team for the standard implementation.

Responsibilities will include but are not limited to:

- Development and management of the project schedule
- Develop and maintain a Project Plan, including but not limited to weekly status meetings and project task updates.
- Risk identification and mitigation.
- Communication to/from the Netsmart team
- External communications to/from West Virginia Veterans Nursing Facility
- Track Netsmart's tasks and responsibilities.
- Coordinate appropriate Netsmart resources to support the project.

Identify the Netsmart consulting team to maximize West Virginia Veterans Nursing Facility's use of the Netsmart services and Netsmart myUnity Senior Living solution.

Responsibilities will include but are not limited to:

- Consults while providing expert advice on product options and Best Practice solutions.
- Helps answer questions and solve West Virginia Veterans Nursing Facility deployment issues.
- Continuous Collaboration with West Virginia Veterans Nursing Facility Project Team during regular status calls
- Understands industry use of application and helps promote adoption.
- Subject Matter Expert and understands Best Practice deployment methodology in an in-depth manner.
- Execute upon technical aspects outlined in this statement of work.

## **West Virginia Veterans Nursing Facility Responsibilities**

Identify an Executive Sponsor and/or Executive Team including a Project Manager who will be the central point of communication during and after implementation.

Responsibilities for this position include but are not limited to:

- Risk identification and mitigation.
- External communications to/from Netsmart
- Participation in established weekly calls.
- Assist in the development and management of the project schedule.
- Identify internal resources as required to meet project plan objectives and deliver WEST VIRGINIA VETERANS NURSING FACILITY Responsibilities outlined in the statement of work.
- Ensure West Virginia Veterans Nursing Facility has accomplished necessary activities in preparation for the implementation.

- Communicate all key activities and milestones to users, super users, and stakeholders as appropriate throughout the implementation.
- West Virginia Veterans Nursing Facility project team resources to complete a review and documentation of all current processes/process flows.
- Identify a Project Manager that will be responsible for the day-to-day project activities and will work with Netsmart's Project Manager
- Identify a West Virginia Veterans Nursing Facility Information Technology contact that will be responsible for setup related to myUnity Senior Living solution.
- All Network connections and devices must meet the Netsmart system requirements and follow the standards identified by the Netsmart organization.
- Conduct an infrastructure analysis for determining decisions for connectivity (bandwidth), business continuity and hardware, including end-user systems, and the support structure to implement for these items.
- Appoint a team that will make decisions for setup and workflows on behalf of the organization.

## 7. Statements of Work & Change Requests

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Our guiding document for the implementation resource allocation and their associated costs will be this Statement of Work. We believe being a good partner entails being fiscally responsible, and as such, financial matters should never be a surprise. This statement of work includes an estimate of these resource allocations that are as close to the finalized plan as possible. Our goal is to perform the project based on the scope as outlined. There are times, however, when our West Virginia Veterans Nursing Facility's feel due to their organizational culture, workload, or resource availability that they cannot meet the schedule as outlined. In those instances, the plan will be revised, and an updated project plan and the associated change order statement of work will be created. In all instances these project plan changes will be discussed with the project leadership and will only be made with the approval of the West Virginia Veterans Nursing Facility leadership team.

This final Statement of Work will drive the scheduling of Netsmart's implementation resources. The installation process and the agreed upon project schedule as outlined within the statement of work will include key remote activities that are performed by the Netsmart Consulting Project Team. The Statement of Work and contract allows Netsmart and West Virginia Veterans Nursing Facility to begin the Project Initiation Phase of this project. Netsmart will bill West Virginia Veterans Nursing Facility the rates as outlined within the contract. This final Statement of Work serves as confirmation for the project and for Netsmart to bill for all other services as outlined within this document.

Change Requests to the Statement of Work and its associated project scope can be executed if project plans or resource requirements change during an implementation. It is requested that all changes to the project be submitted to the Netsmart project manager at a minimum of thirty (30) days in advance of the scheduled service delivery.

# ***Exceptions and Clarifications***

Page	§	Proposed Revision by Netsmart
15	18. Funding	<p><b>18. FUNDING:</b> This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default. <u>In the event Client terminates the Contract as set forth herein, the State shall not be liable for contract fees other than for payment of any services rendered and in progress (if any, in accordance with the SOW) up until the date of termination.</u></p>
15	22. Compliance With Laws	<p><b>23. COMPLIANCE WITH LAWS:</b> Vendor shall comply with all applicable federal, <u>and</u> state, <del>and local</del> laws, regulations and ordinances <u>as it relates to its general business operations ("applicable laws")</u>. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. <u>Any specific State requirement including, for example state-specific data collection, billing or reporting formats that the State requires must be set forth in the Statement of Work</u></p>
16	28. Warranty	<p><b>28. WARRANTY:</b> The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, <del>drawings, samples, or other description furnished or</del> specified by the Agency; <u>and</u> (b) <del>be merchantable and fit for the purpose intended; and (c)</del> be free from defect in material and workmanship. <u>The State acknowledges that software, by its nature, may contain bugs and is not guaranteed to be error-free. Vendor will make reasonable efforts to address issues in accordance with its service level agreements.</u></p>
16	30. Privacy, Security, And Confidentiality	<p><b>30 PRIVACY, SECURITY, AND CONFIDENTIALITY:</b> The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to <u>make commercially reasonable efforts to</u> comply with the <u>reasonable and applicable provisions of the</u> Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a>.</p>
17	33. Antitrust	<p><b>33. <del>ANTITRUST:</del></b> <del>In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable</del></p>

		<del>restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.</del> <u>RESERVED</u>
18	36. Indemnification	<p><b>36 INDEMNIFICATION:</b> Pursuant to the limitation of liability provision, <del>The</del> Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against, <u>to the extent brought by a third party</u>: (1) Any claims <del>or losses</del> for services rendered by any subcontractor, <del>person, or firm performing or supplying services, materials, or supplies</del> in connection with the performance of the Contract <u>as a result of negligence or willful misconduct</u>; (2) Any claims <del>or losses</del> resulting to any person or entity injured or <u>property</u> damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.</p> <p><u>LIMITATION ON DAMAGES. EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.</u></p> <p><u>LIMITATION ON CUMULATIVE LIABILITY. EXCEPT FOR INFRINGEMENT INDEMNIFICATION OBLIGATIONS, THE MAXIMUM AGGREGATE LIABILITY OF VENDOR TO THE STATE FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE FEES PAID TO VENDOR FOR THE IMPACTED PRODUCTS AND SERVICES DURING THE PRIOR TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.</u></p>
29	8. Vendor Default	<p>8.1 The following shall be considered a vendor default under this Contract <u>if not cured upon written notice to Vendor</u>:</p> <p>8.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.</p> <p>8.1.2 Failure to <u>materially</u> comply with other specifications and requirements contained herein.</p>

		<p>8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.</p> <p>8.2 Failure to remedy deficient performance upon request.</p> <p>8.2.1 The following remedies shall be available to Agency upon <u>uncured</u> default.</p> <p>8.2.2 <del>Immediate</del>30 days' cancellation of the Contract <u>upon written notice</u>.</p> <p>8.2.3 <del>Immediate</del> 30 days' cancellation of one or more release orders issued under this Contract.</p> <p>8.2.3 Any other remedies available in law or equity.</p>
32	5.2.a.3	5.2.a.3 (Remedies) – “Failure to honor any <u>material</u> contractual term or condition <u>that have not been cured upon written notice to vendor</u> or to honor standard commercial practices.” The existence of an organizational conflict of interest is identified;
36	5.6.a	5.6.a A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state. <u>pursuant to the limitation of liability under this Contract.</u>
52	1. Definitions	<u>Data Breach</u> means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.
54	3. Data Protection And Privacy	<p>a) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable <u>federal</u> regulations, <del>policies and directives</del>.</p> <p>b) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.</p> <p>c) If, in the course of its engagement by the public jurisdiction, the service provider <del>has</del> <u>may have</u> access to or <del>will</del> <u>may</u> collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, <u>if applicable</u> the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.</p> <p>i) Data Location. For non-public data and personal data, the service provider shall <u>not</u></p>



		<p><del>store or host</del>provide its data center services to the public jurisdiction and its end users <del>solely</del> from data centers <del>outside in</del> the U.S. <u>For the avoidance of doubt, the provision of certain Services (inclusive of Support Services and software development) may be provided by Netsmart from resources outside of the United States.</u> Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to <i>store</i> public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. <del>The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect.</del> The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.</p>
55	5. Breach Responsibilities	<p>a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction <del>twenty-four (24) hours per day, seven (7) days per week</del> as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.</p> <p>b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to <u>fully-reasonably</u> cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.</p> <p>c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) <del>description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data;</del> (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.</p> <p>d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable</p>

		<p>privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.</p> <p>e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt <del>personal data</del><u>Protected Health Information</u> or otherwise prevent its release, the service provider shall bear the <u>actual and direct</u> costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service <u>(up to 12 months)</u> (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. <u>Unless lawfully prohibited,</u> <del>the</del> the service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.</p>
57	<b>7. Termination And Suspension Of Service</b>	<p>d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services <u>at vendor's then-current professional services rate</u>, unless a unique data retrieval arrangement has been established as part of the Contract.</p>
57	<b>8. Background Checks</b>	<p><b>8. Background Checks:</b> The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the</p>

		<p>importance of securing the public jurisdiction's information among the service provider's employees and agents.</p> <p><u>Should this provision be applicable, if the State requires service providers associates providing onsite services (project manager, key implementation resources) under this engagement to undergo finger printing, in addition to service provider conducted pre-employment background screenings the following conditions apply: a) State must facilitate the required screenings directly with the service provider associates and obtain any required authorizations from the individuals. b) All results must be sent to State and State will not share the results with service provider absent an associate's written authorization. State is responsible for all out of pocket costs associated with any required screenings including travel expenses and an hourly rate of \$150.00 for each associate to cover travel and time to complete the requirements.</u></p>
58	10. Access To Security Logs And Reports	<p><b>10. Access to Security Logs and Reports:</b> <del>RESERVED</del> <del>The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.</del></p>
58	11. Data Protection Self-Assessment	<p><b>11. Data Protection Self-Assessment:</b> The service provider shall <del>perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact a Service Organization Control (SOC) 2 audit report.</del> The service provider shall submit its <del>self-assessment</del> <u>SOC 2 Report</u> to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.</p>
58	12. Data Center Audit	<p><b>12. Data Center Audit:</b> The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any <u>material</u> deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.</p>
58	13. Change Control And Advance Notice	<p>b) The service provider shall execute <del>well-defined</del> <u>commercially reasonable</u> recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required</p>

		<p>dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.</p> <p>c) <del>Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.</del></p>
59	19. Right To Remove Individuals	<p><b>19. Right to Remove Individuals:</b> The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any service provider representative who the public jurisdiction <u>reasonably</u> believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.</p>
60	21. Compliance With Accessibility Standards	<p><b>21. Compliance with Accessibility Standards:</b> The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.</p> <p><u>Service provider utilizes the Voluntary Product Accessibility Template (VPAT) to evaluate the accessibility of our solutions. VPAT assessments are conducted in accordance with the Revised Section 508 Standards and are based on the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA. The most recent VPAT report for the proposed solution can be provided upon request.</u></p>