

Please fill out the following order form to purchase ASAM CONTINUUM[®] subscriptions for users at your agencies who will be using the AHCCCS WITS system to launch the ASAM CONTINUUM assessment.

FEI's AHCCCS WITS is a front-end mechanism for agencies to create a client, perform an ASAM CONTINUUM Criteria assessment, consent information to MCOs and retrieve associated reports.

ASAM CONTINUUM is a comprehensive ASAM Criteria computer guided assessment, which aids clinicians in conducting a full biopsychosocial assessment that addresses all six dimensions of the ASAM Criteria. ASAM CONTINUUM provides an ASAM Criteria final level of care placement recommendation included in the Summary Report and a Biopsychosocial Narrative Report.

With AHCCCS WITS you will enjoy the following benefits:

- Gain access to the only ASAM Criteria endorsed software assessment
- Perform an unlimited number of assessments
- Clinicians can record and justify the client's actual level of care placement
- ✓ Sign off on the ASAM CONTINUUM record
- Each HIPAA covered entity receives their own system agency and user logins
- Privacy is managed through comprehensive security
- System user documentation is included
- Training site to get comfortable with the system
- Production site for use with live clients

The WITS agency, roles, and permission structure segments each agency's data from that of other agencies using the application and enables agencies to manage user access within their agency.

AHCCCS has negotiated a subscription discount for Arizona treatment providers. Subscriptions are purchased annually on a per user basis and are non-refundable. While subscriptions are for use by a specific user, subscriptions can be transferred to a new user.

Discount Policy: Your organization will be provided with a training opportunity for ASAM CONTINUUM. If you are ordering your subscriptions within 30 days after attending that training, you are eligible for a 50% discount. If you are ordering more than 30 days after attending training, you are eligible for a 40% discount. There is a 15% discount for ASAM CO-Triage subscriptions purchased with an ASAM CONTINUUM subscription.

Account Number	322000.ASM.001.R01.001				
Subscription	AHCCCS Negotiated Discounts	Your Price	Training Date	Quantity Ordered	Total
ASAM CONTINUUM	Early Bird Discount:	\$420			\$
\$840 per user per year	50% if within 30 calendar days	per user per			
(full price)	of receiving training	year			
ASAM CONTINUUM	Volume Discount:	\$504			\$
\$840 per user per year	40% if more than 30 calendar	per user per			
(full price)	days after receiving training	year			
ASAM CO-Triage	Buy one get one discount:	\$204			\$
\$240 per user per year	15% if purchased with an ASAM	per user per			
(full price)	CONTINUUM subscription	year			
Order total:					\$





Please complete this order form and the	Contact Name:		
required BAQSOA and return with your check to:	Email:		
FEI Systems Attn: Madeline Leffler	Phone:		
9755 Patuxent Woods Drive Columbia, Maryland 21046	Agency Name:		
	Payment Form:	Check	ACH/EFT
Make checks payable to FEI Systems.	RBHA Affiliation:		
If you prefer to pay by ACH/EFT:	RBHA Rep Name:		
Submit your payment as follows:	RBHA Rep Email:		
M&T Bank 10025 Governor Warfield Parkway	Billing Address:		
Columbia, MD 21044			
410-964-6850			
Account #: 9866970263 ABA #: 022000046			
To ensure prompt processing please add your emails	address as a memo	to the ACH/	FFT navment Vou m

To ensure prompt processing, please add your email address as a memo to the ACH/EFT payment. You may then submit your completed order form, BAQSOA, and ACH/EFT payment confirmation number to: <u>AHCCCS_WITS_Orders@FEISystems.com</u>

Please use the table below to indicate the staff administrator(s) at this agency who will be responsible for setting up new users at their agency.

	Staff Administrator: First, Last	Staff Administrator email	Gender: M/F	AZ WITS Agency and Facility
1.				
2.				

Terms & Conditions

By submitting this CONTINUUM WITS Order Form ("Order Form") to FEi.com, Inc. dba FEI Systems ("FEI"), the abovenamed Entity ("Customer") hereby agrees to be bound by the following terms and conditions. These terms and conditions shall cover the obligations as between FEI and Customer.

- 1. The individual listed under "Contact Name" on page 2 of the Order Form is hereby designated as the authorized contact on behalf of Customer. Customer shall promptly notify FEI of any changes to the designated authorized contact.
- 2. This Order Form only covers Customer's purchases of the subscriptions as described above. To the extent these subscriptions are purchased pursuant to an underlying agreement between separate entities, that agreement





shall control the services FEI and/or the American Society of Addiction Medicine ("ASAM"). This Order Form shall not obligate either FEI or ASAM to perform any services other than what is expressly written on this Order Form.

- 3. EXCEPT AS EXPRESSLY SET FORTH IN THIS ORDER FORM, FEI AND ASAM MAKE NO REPRESENTATIONS AND GRANT NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND FEI AND ASAM EACH SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 4. Customer shall pay the correct amount for subscriptions purchased in United States Dollars. FEI reserves the right, in its sole and absolute discretion, to cancel any subscription services and revoke such access at any point in time for any default of Customer that is not remedied within the time period designated by FEI. FEI may, but is not obligated to, refund a pro rata amount of the subscription fee which bears the same ratio to the amount of time remaining on such subscriptions.
- 5. Customer shall have the right to cancel or otherwise terminate the subscriptions if FEI violates a material obligation of this Order Form and does not cure such violation within a period of fifteen (15) days of written notice from Customer. If Customer cancels or terminates its subscriptions pursuant to this provision, Customer is entitled to a refund of a pro rata amount of the subscription fee which bears the same ratio to the amount of time remaining on such subscriptions, measured from the sixteenth (16th) day after Customer provided a cure notice.
- 6. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER FORM, WHETHER BASED ON BREACH OF CONTRACT, TORTS, NEGLIGENCE, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER ON THIS ORDER FORM.
- 7. Customer agrees to indemnify, defend, and hold harmless FEI and/or ASAM, their affiliates, and their respective officers, directors, employees, representatives, agents, successors and permitted assigns from and against any and all claims made or threatened by the other party or any third party and all related losses, expenses, damages, costs, and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense that are related to: (a) actual or alleged injury to any person; damage to any property; or violation of any law, ordinance or regulation arising from or related to this Order Form; (b) commercialization or utilization of any technology applied in connection with this Order Form, including but not limited to the making, using, selling, or exporting of products, processes, or services derived from such technology; and (c) any civil or criminal penalty or fine incurred by either party, its employees, agents, representatives, or suppliers in connection with this Order Form.
- 8. FEI represents that it owns or has sufficient rights to distribute the products supplied through this Order Form. FEI's use of such products: (a) does not and will not infringe or violate the copyright or trade secret rights of any other party; and (b) to the best of FEI's knowledge, does not and will not infringe or violate the actual or prospective patent or trademark rights of any other party. If at any time during the active subscription period FEI has reason and good cause to believe that the foregoing representation is no longer true, it shall promptly inform Customer of such belief and the reason(s) for it.
- 9. This Order form shall be governed by the laws of the State of Maryland without regard to its conflicts of law provisions or the Uniform Computer Information Transactions Act (UCITA). If any provision of this Order Form terms and conditions is determined to be unenforceable by a court of competent jurisdiction, it shall not affect the enforceability of any other provision. An unenforceable provision shall be altered as minimally as possible to become enforceable while preserving the original intent of the provision.