

BOS AGREEMENT NO. 22-129-A2

Amendment #2

Original Agreement No.	BOS-22-129
Amendment 1 No.	BOS-22-129-A1

**SECOND AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. BOS 22-129**

This second Amendment to Agreement No. BOS-22-129 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **NETSMART TECHNOLOGIES, INC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. BOS-22-129 was entered into on July 1, 2022; and

WHEREAS, first Amendment Agreement No. BOS-22-129-A1 was entered into on January 10, 2023; and

WHEREAS, upon execution of this document by the COUNTY and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of the COUNTY and the CONTRACTOR to increase the amount set out in the first Amendment Agreement No. BOS-22-129-A1, from \$315,194 to \$338,080; and

WHEREAS, it is the desire of the COUNTY and the CONTRACTOR to add the CareConnect FHIR API functionality, and attach a Scope of Work and Schedule A3 to Agreement No. BOS-22-129, outlining the additional terms related to the CareConnect FHIR API functionality; and

WHEREAS, it is the desire of the COUNTY and the CONTRACTOR to add the myHealthPointe Essentials functionality, and attach a Scope of Work and Schedule A4 to Agreement No. BOS-22-129, outlining the additional terms related to the myHealthPointe Essentials functionality.

NOW, THEREFORE, we agree as follows:

1. The amount set out in the first Amendment Agreement No. BOS-22-129-A1 is hereby increased from \$315,194 to \$338,080.
2. A CareConnect FHIR API Scope of Work and Schedule A3 are hereby incorporated into Agreement No. BOS-22-129, and attached herein.
3. A myHealthPointe Essentials Scope of Work and Schedule A4 are hereby incorporated into Agreement No. BOS-22-129, and attached herein.

All other terms and conditions of Agreement No. BOS-22-129 and first Amendment Agreement No. BOS-22-129-A1 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
Jerrine Miller, Psy.D., BHRS Director

Date: 10/13/23

Budgeted: Yes  
Budget Unit: 4050  
Line Item: 86-2239  
Org/Object Code: MHGRNT  
Grant: No  
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: [Signature]  
GLENN MCGOURTY, Chair  
BOARD OF SUPERVISORS

Date: 10/31/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/31/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 10/31/2023

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 10/06/2023

CONTRACTOR/COMPANY NAME

By: [Signature]  
Joe McGover, Executive Vice President  
Joseph McGovern

Date: 10/10/2023

NAME AND ADDRESS OF CONTRACTOR:

NETSMART TECHNOLOGIES, INC.  
11100 Nall Avenue  
Overland Park, KS 66211  
(913) 272-2269

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]  
Deputy

Date: 10/06/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 10/06/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ EB# 24-41  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: Out of County Contractor





**SCOPE OF WORK (“SOW”)**  
**Netsmart Technologies, Inc. and Mendocino County**

1. Purpose

The purpose for the statement of work is to outline the requirements and deliverables for the implementation and project management of the Mendocino County’s Implementation. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations. The details of the scope of services are included below.

2. Project Duration

The following project start and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation. Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. Additional services will be applicable for any project where a requested service is out of scope. Additional services will be charged at a minimum of 200\$/hour. Note all trainings are under the “train the trainer” model.

3. Scope of Services

Scope of Services	
<b>Netsmart FHIR API:</b> Will facilitate messaging of discrete data outlined in our Netsmart developer website <a href="https://www.ntst.com/lp/certifications">https://www.ntst.com/lp/certifications</a> . As required by the 21st Century Cures Act, this section pertains to the API Condition of Certification requirements.	
The following information applies to healthcare providers seeking to deploy Netsmart certified API technology.	
<b>Key Features</b>	<ul style="list-style-type: none"> <li>For more information on available Netsmart certified APIs, view our Netsmart FHIR API Portal under the R4 API Resources and STU3 API Resources.  <a href="https://careconnect.netsmartcloud.com/legacyResources">https://careconnect.netsmartcloud.com/legacyResources</a>.           </li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>Remote webinars               <ul style="list-style-type: none"> <li>Three in total                   <ul style="list-style-type: none"> <li>Kick-off &amp; design overview</li> <li>Review OAuth</li> <li>Review supported &amp; selected API resources</li> </ul> </li> </ul> </li> </ul>
<b>CareRecord &amp; Solution Configuration</b>	<ul style="list-style-type: none"> <li>Establish secure connection to NTST CareFabric based on NTST connectivity standards.               <ul style="list-style-type: none"> <li>Establish CareFabric instance and templates.</li> </ul> </li> <li>Netsmart to complete Netsmart CareFabric OAuth configuration according to our selected API resources and participating parties identified on the initial kick-off &amp; design overview webinar.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>Mendocino County has read through our developer portal and has determined an appropriate use case.</li> </ul>

<b>Go-live</b>	<ul style="list-style-type: none"> <li>• Production Go-Live is the event when the solution(s) have been fully configured with the Netsmart CareFabric, OAuth permissions are configured and the 3 remote sessions have been delivered.</li> </ul>
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Net new dev HL7FHIR R4 support for the webservice conversion

4. Description of Netsmart Responsibilities

- Coordinate and execute an onboarding or activation processes as mutually defined and agreed upon between Netsmart and Mendocino County as identified above

5. Description of Mendocino County's Responsibilities

- Mendocino County to instruct vendors how to leverage the Netsmart OAuth and API service.
- Identify vendor and initiate project request with vendor, if needed.
- Attend and participate in all testing and review sessions.
- Attend and participate in any onboarding or activation activities
- Train end users and update process manuals prior to activation
- Ensure appropriate licensing and other agreements, as required by Netsmart, any vendor(s) listed above, are completed in a timely manner and prior to any project engagement with Netsmart.
- Customer will own testing for any new versions post initial go live.
- For self-hosted clients leveraging the Netsmart CareFabric best practices identified in this article. [https://wikihelp.ntst.com/IT\\_Services/Netsmart\\_Cloud/Netsmart\\_Cloud\\_IP\\_Whitelist\\_Ranges/Netsmart\\_Cloud\\_Services](https://wikihelp.ntst.com/IT_Services/Netsmart_Cloud/Netsmart_Cloud_IP_Whitelist_Ranges/Netsmart_Cloud_Services)

6. Assumptions

- Netsmart and Mendocino County will devote sufficient resources and timely communication to the project in order to assure its success.
- It is assumed that each of Mendocino County environment will be updated to the most recent maintenance releases prior to the beginning of the engagement.
- Mendocino County will provide resources as identified in the work of the project plan.
- Mendocino County will own all build, testing, and validation of the FHIR API transactions.
- Individuals scheduled to attend training will attend.
- All work by Netsmart will be conducted remotely.
- Mendocino County will be responsible for the third party vendors' portions of the interfaces, this includes but is not limited to development coordination, project timelines, testing, and implementation management with third party.
- Mendocino County will manage its third parties to ensure they can meet the timelines set forth in the project schedule.

## SCHEDULE A3

### Description of Additional Netsmart Programs and Third-Party Solutions and Charges

	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	
<b>Services Related to CareConnect CALAIM FHIR Interface</b>			
	Period Fees	Period Fees	Payment Terms
Professional Services – Avatar Project Management	\$0	\$2000	Billable upon Execution of Agreement
CareConnect CALAIM FHIR Interface SaaS	\$0	\$5,940	Billable upon the first day of each Fiscal Year
<b>Total Annual Fees</b>	<b>\$0</b>	<b>\$7,940</b>	

Notes: The recurring fee amount represents the full annual recurring fee at the contracted rates herein. The recurring fees paid during year one may vary based on proration described in the payment terms and product-specific term start dates identified within this quote or purchase agreement.

All annual recurring fees are subject to the annual increase set forth in the Agreement.

**Payment Terms:** All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms:

- a. Subscriptions  
Year 1 payment, due at execution, will be pro-rated to 12-31. Subsequent years will be due annually in advance on the anniversary of that date.
- b. Services  
100% of Services fees due upon execution of this quote.

## QUOTE

Mendocino - FHIR

By and Between	And
<b>Netsmart Technologies, Inc.</b>  11100 Nall Avenue Overland Park, KS 66211 ("Netsmart")	<b>Mendocino, County of</b> <b>Client Account Number: 0004028</b> 1120 S Dora St Ukiah, CA 95482-6340 ("Client")
<b>Attention:</b> Zach Humbard, Client Alignment Representative, Public Sector  Telephone No: 9133484603 zhumbard@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com	<b>Attention:</b> Anthony Lemus, Dept Analyst  Telephone No: 7076210030 lemusa@mendocinocounty.org  Legal notices to be sent to (if different):

### Client

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**



## Schedule 1 – Scope of Use, Fees and Payment Terms

### PROFESSIONAL SERVICE CHARGES:

<b>Services</b>			
<b>Product</b>	<b>QTY</b>	<b>Unit</b>	<b>Fees</b>
Professional Services - Avatar Project Management	1	Fixed Fee	\$2,000.00
<b>Sub-Total</b>			<b>\$2,000.00</b>

### RECURRING CHARGES:

<b>Subscription</b>				
<b>Product</b>	<b>Term</b>	<b>QTY</b>	<b>Unit</b>	<b>Year 1 Fees</b>
CareConnect CALAIM FHIR Interface SaaS	36	67	EACH/MO	\$5,940.00
<b>Sub-Total</b>				<b>\$5,940.00</b>

Notes: The recurring fee amount represents the full annual recurring fee at the contracted rates herein. The recurring fees paid during year one may vary based on proration described in the payment terms and product-specific term start dates identified within this quote or purchase agreement.

All annual recurring fees are subject to the annual increase set forth in the Agreement.

This Quote sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client and is subject to and incorporates the terms of the Master Agreement dated 08-16-2023 (the "Agreement").

**Payment Terms:** All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms:

- a. Subscriptions  
Year 1 payment, due at execution, will be pro-rated to 12-31. Subsequent years will be due annually in advance on the anniversary of that date.
- b. Services  
100% of Services fees due upon execution of this quote.



**myHealthPointe Essentials SOW - Essentials Package**  
**Netsmart Technologies, Inc.**

**1. Purpose**

The purpose for this statement of work is to outline the requirements and deliverables for the implementation and project management of the Client's implementation. The scope is based on the latest generally available software releases and project timelines. The details of the scope of services are included below.

**2. Project Duration**

The following project start and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such Implementation. Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The detailed project plan will define the scope and estimated timing of Netsmart's work. Once the project plan 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 service.

**3. Scope of Services**

<b>Scope of Services</b>	
<b>myHealthPointe Essentials-</b> offers clients the ability to provide their consumers/residents/patients and their proxy's 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 client to set up and configure the myHealthPointe Essentials application.</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 Essentials application.</p>
<b>Training</b>	<p>The MyHealthPointe Essentials Training provided by Netsmart follows the Train-the-Trainer model throughout the implementation. As needed, Netsmart will conduct one formal remote training, including:</p> <ul style="list-style-type: none"><li>• Admin Staff Training<ul style="list-style-type: none"><li>○ MyHealthPointe Essentials user setup</li><li>○ MyHealthPointe Essentials Maintenance</li></ul></li><li>• End User Training<ul style="list-style-type: none"><li>○ Practice Portal</li><li>○ Patient Portal</li></ul></li></ul>

	<p>Client 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>Testing</b>	<p><b><u>Testing</u></b></p> <p>Netsmart and Client will follow the predefined Project Plan that is outlined during Project Kick Off.</p> <p>Testing will be executed at within the client's environment and will be led by the client 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>Client 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 client.</li> </ul> <p>Acceptance Criteria: Netsmart and Client agree the myHealthPointe Essentials application is ready for Production Go-Live</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, client 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 Essentials</li> <li>• Transition from Netsmart consulting to Netsmart support.</li> </ul> <p><b><u>Client responsibilities</u></b></p> <ul style="list-style-type: none"> <li>• Complete go-live plan</li> <li>• 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 Essentials application.</li> </ul>
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#### 4. Assumptions

- Each client environment must be updated to the most recent maintenance releases prior to the beginning of the engagement.
- Netsmart and Client will devote sufficient resources and timely communication to the project to assure its success.
- Client will own all testing and validation during the implementation process.
- Individuals scheduled will attend all project events.
- All work by Netsmart will be conducted remotely unless otherwise noted or agreed upon by both parties.
- Client has purchased the appropriate Netsmart subscription for the MyHealthPointe Essentials Package.

## SCHEDULE A4

### Description of Additional Netsmart Programs and Third-Party Solutions and Charges

	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	
<b>Services Related to myHealthPointe 2.0</b>			
	Period Fees	Period Fees	Payment Terms
Professional Services – Avatar	\$0	\$2,600	Billable upon Execution of Agreement
myHealthPointe 2.0 Essentials – Human Services	\$0	\$12,346	Billable upon the first day of each Fiscal Year
<b>Total Annual Fees</b>	<b>\$0</b>	<b>\$14,946</b>	

Notes: The recurring fee amount represents the full annual recurring fee at the contracted rates herein. The recurring fees paid during year one may vary based on proration described in the payment terms and product-specific term start dates identified within this quote or purchase agreement.

All annual recurring fees are subject to the annual increase set forth in the Agreement.

**Payment Terms:** All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms:

- a. Subscriptions  
Year 1 payment, due at execution, will be pro-rated to 06-30. Subsequent years will be due annually in advance on the anniversary of that date.
- b. Services  
100% of Services fees due upon execution of this quote.



## QUOTE

Mendocino - myHealthPointe 2.0

By and Between	And
<b>Netsmart Technologies, Inc.</b>  11100 Nall Avenue Overland Park, KS 66211 ("Netsmart")	<b>Mendocino, County of</b> <b>Client Account Number: 0004028</b> 1120 S Dora St Ukiah, CA 95482-6340 ("Client")
<b>Attention:</b> Madison Shook, Client Alignment Representative, Public Sector  Telephone No: (913) 272-2488 mshook@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com	<b>Attention:</b> Anthony Lemus, Dept Analyst  Telephone No: 7076210030 lemusa@mendocinocounty.org  Legal notices to be sent to (if different):

### Client

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

## Schedule 1 – Scope of Use, Fees and Payment Terms

### PROFESSIONAL SERVICE CHARGES:

<u>Services</u>			
<u>Product</u>	<u>QTY</u>	<u>Unit</u>	<u>Fees</u>
Professional Services - Avatar	1	Fixed Fee	\$2,600.00
<b>Sub-Total</b>			<b>\$2,600.00</b>

### RECURRING CHARGES:

<u>Subscription</u>				
<u>Product</u>	<u>Term</u>	<u>QTY</u>	<u>Unit</u>	<u>Year 1 Fees</u>
myHealthPointe 2.0 Essentials - Human Services	36	67	EACH/MO	\$12,345.36
<b>Sub-Total</b>				<b>\$12,345.36</b>

Notes: The recurring fee amount represents the full annual recurring fee at the contracted rates herein. The recurring fees paid during year one may vary based on proration described in the payment terms and product-specific term start dates identified within this quote or purchase agreement.

All annual recurring fees are subject to the annual increase set forth in the Agreement.

This Quote sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client and is subject to and incorporates the terms of the Master Agreement dated 08-01-2002 (the "Agreement").

**Payment Terms:** All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms:

- a. Subscriptions  
 Year 1 payment, due at execution, will be pro-rated to 06-30. Subsequent years will be due annually in advance on the anniversary of that date.
- b. Services  
 100% of Services fees due upon execution of this quote.