AMENDMENT #4

Original Agreement	BOS-22-129
Amendment 1	BOS-22-129-A1
Amendment 2	BOS-22-129-A2
Amendment 3	BOS-22-129-A3

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

This fourth Amendment to Agreement No. BOS-22-129 is entered into 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," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-22-129 was entered into on July 1, 2022 (the "Initial Agreement"); and

WHEREAS, First Amendment No. BOS-22-129-A1 was entered into on January 10, 2023 (the "First Amendment") increasing the total amount by $12,868 for a new total of $315,194, and adding a new Scope of Work and Schedule A2 for CareConnect Health Information Exchange functionality; and

WHEREAS, Second Amendment No. BOS-22-129-A2 was entered into on October 31, 2023 (the "Second Amendment") increasing the total amount by $22,886 for a new total of $338,080, and adding two new Scopes of Work and Schedules A3 and A4 for CareConnect FHIR API and myHealthPointe Essentials functionalities; and

WHEREAS, Third Amendment No. BOS-22-129-A3 was entered into on April 9, 2024 (the "Third Amendment") extending the termination date from June 30, 2024 to June 30, 2026, increasing the total amount by $116,031.48 for a new total of $454,093.48, and adding two new Scopes of Work and Schedules A5 and A6 for myAvatar NX and myAvatar OrderConnect NX functionalities; and

WHEREAS, the Initial Agreement, First Amendment, Second Amendment, and Third Amendment are referred to as the Agreement; and

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add a second myAvatar root system to the existing Electronic Health Record System, including migration of

County Network Providers onto the County's myAvatar, and attach an Implementation Scope of Work, CareConnect HIE Scope of Work, ProviderConnect Enterprise Scope of Work, and Pricing Schedule, outlining the details of the additional root system, for an additional $1,093,356.20; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add Electronic Health Record user licenses for Mendocino County Public Health staff, and attach a quote showing the costs for the additional licenses, for an additional $50,383.86; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Ultimedex two (2) year fee in the amount of $408; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an additional $302,326 for the two (2) year extension of services added to the Agreement through this fourth Amendment; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount set out in the Agreement by $1,446,474 for a new total of $1,900,567.48.

NOW, THEREFORE, we agree as follows:

1. A second myAvatar root system Implementation Scope of Work, CareConnect HIE Scope of Work, ProviderConnect Enterprise Scope of Work, and Pricing Schedule, are hereby incorporated into the Agreement, and attached herein.
2. A quote for additional Public Health licenses is hereby incorporated into the Agreement, and attached herein.
3. A quote for Ultimedex two (2) year fee is hereby incorporated into the Agreement, and attached herein.
4. The total contracted amount set out in the Agreement is hereby increased by $1,446,474 for a new total of $1,900,567.48.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Jenine Miller, Psy.D., BHRS Director

Date: 6/10/24

Budgeted: No
Budget Unit: 4050
Line Item: 86-2189
Org/Object Code: MHQA99
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: _____
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 06/25/2024

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy   06/25/2024

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: _____
Deputy   06/25/2024

INSURANCE REVIEW:

By: _____
Risk Management

Date: 06/07/2024

CONTRACTOR/COMPANY NAME

By: _____
Joe McGovern, Executive Vice President

Date: 06 - 10 - 2024

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:

By: _____
COUNTY COUNSEL

Date: 06/07/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 06/07/2024

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☒ EB# 24-164
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside Mendocino County

County of Mendocino and

Netsmart

Implementation Scope of Work

Provider Integration Proposal

TABLE OF CONTENTS

DOCUMENT CHANGE HISTORY

Date	Version	Author	Revision Description
10/02/2023	1.0	J. Davis	Initial draft.

IMPLEMENTATION SCOPE OF WORK ("SOW")

1. Purpose

The County of Mendocino ("Client" or "County") has selected Netsmart Technologies, Inc ("Provider" or "Netsmart") to implement the migration of County Network Providers onto the County's myAvatar solution.

The scope presented in this document for the Implementation is based on the latest generally available myAvatar software release, County project timeline, agreed upon scope in the contract.

The Implementation Scope of Work document is split into the following major sections:
   a. Implementation - Overview
   b. Implementation Scope of Work by Module and Event

2. Implementation Overview

2.1. Implementation Milestones, Key Objectives

Table 1 below identifies the milestones and key objectives agreed to by County and Netsmart for the professional services during the Implementation. The milestones are listed by Phase and Event as defined in this Implementation Scope of Work. The table is a key defining part of the Agreement between the County and Netsmart. This has been scoped as a Fixed-Fee, Fixed-Scope Statement of Work.

The implementation is inclusive of Milestones and Deliverables under Phases 1 through 4 as described in Table 1.

Table 1 Netsmart Professional Services and Payment Schedule

Phase	Milestones and Key Objectives
Phase 1: MCYP	**Objectives:** • Conduct Documentation Gap Analysis • Build Agreed to Forms • Conduct RADPlus Modeling Training • Conduct Data Conversion • Conduct Train the Trainer • Conduct End User Training • Conduct Go Live Support **Deliverables:** 1.1 Conduct Gap Analysis Sessions 1.2 Complete Form Build 1.3 Complete RADPlus Modeled Form Training 1.4 Complete Data Conversion 1.5 Complete Train the Trainer and End User Training 1.6 Complete Go Live Support **Milestone:** Milestone #1 Completion of the Phase One Pilot Go Live
Phase 2: RQMC and Hospitality House	**Objectives:** • Conduct Documentation Gap Analysis • Build Agreed to Forms • Conduct Data Conversion • Conduct Train the Trainer • Conduct End User Training • Conduct Go Live Support **Deliverables:** 2.1 Conduct Gap Analysis Sessions 2.2 Complete Form Build 2.3 Complete Data Conversion 2.4 Complete Train the Trainer and End User Training 2.5 Complete Go Live Support **Milestone:** Milestone #2 Completion of the Phase Two Go Live

Phase 3: TFS	**Objectives:** • Conduct Documentation Gap Analysis • Build Agreed to Forms • Conduct Data Conversion • Conduct Train the Trainer • Conduct End User Training • Conduct Go Live Support **Deliverables:** 3.1 Conduct Gap Analysis Sessions 3.2 Complete Form Build 3.3 Complete Data Conversion 3.4 Complete Train the Trainer and End User Training 3.5 Complete Go Live Support **Milestone:** Milestone #3 Completion of the Phase Three Go Live
Phase 4: RSC	**Objectives:** • Conduct Documentation Gap Analysis • Build Agreed to Forms • Conduct Data Conversion • Conduct Train the Trainer • Conduct End User Training • Conduct Go Live Support **Deliverables:** 4.1 Conduct Gap Analysis Sessions 4.2 Complete Form Build 4.3 Complete Data Conversion 4.4 Complete Train the Trainer and End User Training 4.5 Complete Go Live Support **Milestone:** Milestone #4 Completion of the Phase Four Go Live

2.2. Project Implementation Period Duration

a. The estimated duration from the Project Launch to the Phase 4 Go Live Event is 12 months. 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 services.

b. Netsmart will maintain a detailed project schedule for all work performed during the Agreement (Implementation Period).

c. All scope, schedule, and cost changes will be managed through the Change Management process agreed to by the Parties.

2.3. Implementation Assumptions

The SOW is based on the following assumptions:

a. Netsmart will devote sufficient resources and timely communication to the project as agreed in the schedule.

b. Netsmart assumes the County will provide the necessary hardware, operating systems, security/malware software, network infrastructure, and bandwidth within the facilities to support the application. If required to support the use of Netsmart's solution, New County hardware will be delivered by the date required in the project schedule. The schedule will allow for enough time for any hardware and/or software procurement (e.g., 60 days minimum and longer depending on the nature of the procurement and the potential for supply chain delays.)

c. County will use the licensed Crystal Professional version for all report development.

d. County will provide sufficient resources as agreed to in the project schedule.

e. County will provide a training room for the training sessions with working equipment and appropriate software loaded before the arrival of the Netsmart team as agreed to in the project schedule.

f. County staff members scheduled to attend project-related training will attend and participate in the session as defined by the Netsmart-provided agenda and as agreed to in the project schedule.

g. Netsmart will share lessons learned and recommended practices for using myAvatar and related modules during the implementation.

h. The County myAvatar project will be executed according to the phase and event-based Netsmart Methodology outlined in this document.

i. Modifications and changes to the scope, schedule, and budget of the County myAvatar project must be controlled through the project's Change Management process, which includes approval by both Netsmart and County representatives. Scope changes may affect the project schedule, budget, implementation timeline, milestones, and go-live dates.

j. County will assign an individual with authority and accountability for obtaining sign-off on the Phases and Event Summaries reports from program areas as needed within the County and/or the facilities.

k. Workflows and forms approved by the County will be standardized across facilities, programs, and sites. To the extent possible, the County will lead work with all locations to determine and finalize the go-forward single process/workflow adopted by all locations. The estimates for this project are based on all locations using this single optimized workflow to extend possible for the County programs implemented.

l. County will have a single point of decision for all workflow items (for facilities, programs, and services) for each of the following areas:
   - Business & financial/admissions
   - Clinical
   - Medication management
   - Pharmacy

m. County shall coordinate and provide necessary communications with internal and external agencies on behalf of the project team. The County will provide Netsmart with third-party contact information relevant to the County myAvatar implementation project.

n. County shall be responsible for reviewing department(s) policy and procedures and their updates, creation, or deactivation as required by the project and approved by the County.

o. Any diagnosis and/or procedure code content utilized within the Netsmart solutions must be fully licensed by the County. This includes Micromedex content (licensed from Netsmart), CPT, Revenue, or DSM codes.

p. Before go-live, solutions will be on maintenance release no older than two (2) months from the go-live date.

q. Events are divided into four (4) Phases. Quality Control Stop Gate Review milestones are aligned with the end of each Event and act as stop gates. The project cannot advance to the next Phase/Event at each point until the required activities and acceptance factors are successfully met.

This requires the County and Netsmart's mutual agreement that the Phase/Event was completed before moving to the next Phase/Event.

r. All products contracted with the County will be implemented for each facility.

s. Netsmart resources will coordinate any LIVE to UAT or LIVE to BUILD copies during implementation and must be approved by the Netsmart project management team. Any unauthorized copies requested by the County team that impact the project build and require rework will be addressed under the Change Management process.

t. Changes deferred to post-go-live would either be made by the County project team or Netsmart's Maintenance and Operations (M&O) team (including County - configured forms and reports).

2.4. <u>Implementation Expectations of County</u>

a. Identify a team of County IT resources to participate in the County myAvatar implementation project comprised of:
- Executive Project Sponsor
- Project Manager
- Core Project Team to attend all on-site and Plexus event sessions
- Information Technology resources (network, security, hardware, and M&O support)

b. Identify a Project Manager for the facilities who will be the central point of communication during and after implementation. Responsibilities for this position include driving the below tasks but are not limited to:
- Risk identification and mitigation
- Communication to/from the County team
- External communications to/ from Netsmart
- Track County tasks and responsibilities in cooperation with Netsmart Project Manager.
- Coordinate appropriate County resources to support the project
- Assist in the development and management of the project schedule
- Communicate all relevant events to the County Project Team and stakeholders as appropriate throughout all implementation phases.
- Complete/coordinate build tasks with County and IT staff as needed
- Print all training materials and process documents needed for End-user Training
- Create/Coordinate all training materials and process documents needed for End-user Training
- Creation of downtime policy and procedure
- Coordination with any third-party vendors not subcontracted by Netsmart
- Creation/Coordination of County -related test script definition and data needs before the Integration Testing Event
- Complete unit testing of the product throughout the project.
- Finalize timeline and execution plan for the rollout of the myAvatar solution to each County location with support from Netsmart's Implementation Team
- Identify internal County and/or IT resources and other organizational resources as required to meet project plan objectives.
- Ensure the County has accomplished necessary activities in preparation for the tasks related to each implementation event and phase.
- Ensure all network connections and testing devices meet the Netsmart system requirements (per Netsmart Technical Requirements Documentation) and follow the technology standards identified by the Netsmart organization.

- Netsmart will coordinate with IT staff to complete an infrastructure analysis of the new County myAvatar cloud-based architecture (hosted by Netsmart) to determine a plan for IT infrastructure configuration related to:
  - Connectivity (bandwidth) and firewall rules to allow County users to connect to Netsmart's test and production cloud environments
  - End-user computers and peripherals
  - County internal support structure to implement these items

2.5. <u>Implementation Expectations of Netsmart</u>

a. Identify Netsmart's County myAvatar project team for the implementation phases comprised of:
   - Executive Sponsor
   - Project Manager
   - Consultants
   - Solution architect(s)
b. Utilize the Netsmart implementation methodology
c. Identify a Netsmart Project Manager. The Netsmart PM will maintain the ongoing relationship with the County team for the implementation.
d. County expectations for the project manager include collaborating with the County regarding aligning the project with County requirements.
e. Netsmart Project Manager shall Maintain project management documents within the shared area of Netsmart's MS Teams environment.
f. Responsibilities of the Netsmart team will include:
   - Consult while providing expert advice on product options and deployment of a standard solution for the application
   - Help answer questions and solve deployment issues
   - Collaborate with the County Project Team during regularly scheduled status calls
   - Document key decisions and activities, including any deviations from standard deployment recommendations
   - Guide the County through any functionality questions
   - Reasonably understand industry use of applications and help promote the adoption
   - Participate in contracted onsite events
   - Serve as a subject matter expert and understand standard deployment methodology in an in-depth manner
g. Netsmart commits to work with the County towards mutually agreed upon product issue resolutions.

2.6. <u>Data Conversion Approach</u>

Netsmart will provide myAvatar Data Conversion Plan Template detailing all responsibilities in the conversion process. The County will be responsible for decisions related to specific data to be included in the conversion processes, parameters to be converted, analysis and verification of data maps for the conversion extraction, and will verify data accuracy after conversion. The County will format data extracts, perform the extracts, and deliver the data to Netsmart to run the conversion tests.

myAvatar Data Conversion	Scope of Services
	- Client Demographics, Client Movements & Diagnoses - Avatar PM Cross Episode Financial Eligibility

	• Avatar PM Financial Eligibility • Avatar PM Practitioner • Avatar Managed Care Authorizations
Conversion Database	Client and Netsmart will utilize the Standard Conversion Process, which allows creating, testing, and uploading defined File Types.

Netsmart Responsibilities	• **Project Management/Consultant:**
	   o Provide a Project Manager/Consultant to develop a project plan and timeline.
	• **File Layout Review:**
	   o Consultant will provide and review file layout formats with the Client.
	• **Implement and Verify:**
	   o Consultant will visually review the file
	   o Consultant will run conversion in DEV Region and help the Client troubleshoot errors. Netsmart will run no more than three (3) test conversions.
	   o Once the Test Conversion has been successfully loaded in the TEST system, returns no errors, and the client has signed off on the Data Conversion, the Consultant will run the Final Conversion in the LIVE environment. Netsmart will run one (1) Conversion in LIVE. Additional testing may require additional funding

Client Deliverables	The client will be responsible for the following:
	• **Conversion Data Export:**
	   o Provide Netsmart with a conversion data export in the required format for validation.
	• **Conversion Design:**
	   o Clients will update the system dictionaries in all environments as needed so the files return no errors.
	   o Client will update conversion files as needed so no errors are returned.
	• **Data Validation:**
	   o Client will validate and sign off on converted data in TEST and LIVE Environments.

Data Conversion Process	**Test Conversion:** Netsmart will perform a test conversion run-through to import the data file provided by the Client. Netsmart will provide the Client with an Error Report for review. The Client will correct import files as needed until the system error reports return with no errors. **Data Clean-Up and Final Conversion:** The client is responsible for all post-conversion data verification and the accuracy and completeness of all imported data. The Client is responsible for manually correcting any problems reported after the final conversion. Please note that there is a single production conversion. It is not intended as an import feature. **Manual Data Entry:** The Client is responsible for any data that needs to be manually entered.

	The Conversion fee does not account for any assistance the Client requests in extracting data from the legacy system into the conversion database structure.
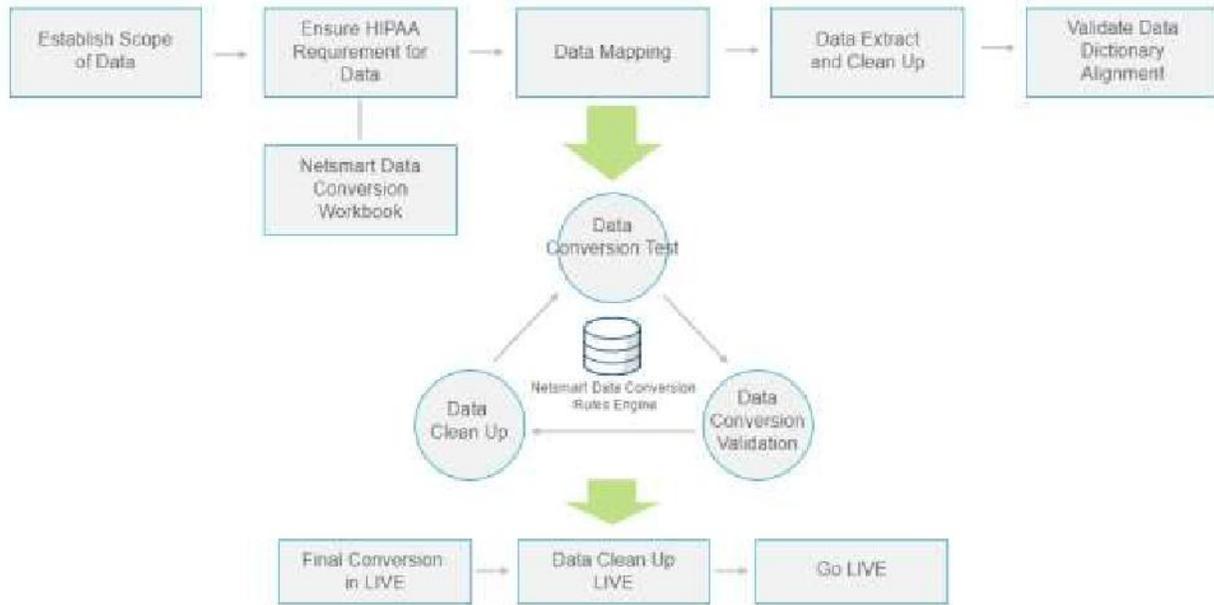
3. Implementation Scope of Work by Module

The solution modules outlined below will be implemented by Netsmart, working with County during the Implementation following Netsmart's standard Plexus Implementation methodology.

3.1. Summary List of Implementation Modules
1. myAvatar PM (Practice Management)
2. RADplus (myAvatar maintenance module)
3. myAvatar CWS (Clinical Workstation)
4. myAvatar Data Conversion

3.2. Module Specific Implementation Details

Module 1: myAvatar PM (Practice Management)

myAvatar PM	Scope of Services
Netsmart's myAvatar Practice Management (PM) is designed to be the core of Netsmart's myAvatar suite, encompassing the means for Admission, Discharge, Transfer, Scheduling, and Billing set-up and usage for behavioral care professionals. The system maintenance tools for all PM module aspects are included.	

Users and User Roles	Netsmart will train on user definition, user role definition, and the ability to import and export. The County will be responsible for configuring and migrating User Roles and customized Users.
Practitioner	Netsmart will train on practitioner enrollment. The County will maintain the solution following the training event.

Module 3: myAvatar CWS (Clinical Workstation)

myAvatar CWS	Scope of Services
Netsmart's myAvatar Clinical Workstation (CWS) is the core of the ARRA (2009 American Recovery and Reinvestment Act) certified solution for computerized patient records. The solution enables full integration of clinical tools in the myAvatar solution to offer an interdisciplinary approach to care in health and human services environments. myAvatar CWS supports a robust electronic health record with clinical modules that include Diagnosis, Treatment/Care Planning, Progress Notes, Workflow, Assessments, and Reporting.	
Treatment Planning	The county will be able to develop customized treatment plan libraries post-maintenance training as part of system optimization. Netsmart will configure up to one (1) additional unique treatment plan per Provider Agency (up to 5 treatment plans)
Progress Notes	Netsmart will configure up to one (1) additional unique progress notes per Provider Agency (up to 5 progress notes)
Assessments/Forms	Additionally, it includes up to one (1) custom-modeled assessment per Provider Agency (up to 5 modeled assessments).
Document Routing	Ability to send, receive, and sign clinical documents electronically.
	Netsmart will configure document routing setup for progress notes, treatment plans, and assessments within the scope of Netsmart deliverables.

RADplus Modeling Training	Scope of Services
Netsmart will provide myAvatar RADplus Modeling Training.	
Project Management and Professional Services	Netsmart will deliver RADplus Modeling Training based on the topic areas below: ▪ **What is RAD Modeling** – RAD is the application backbone, Forms, Data Collection, Forced Formatting ▪ **Collecting Data from Clients** – Specifications, Meetings to Review, How do reports play

	- a role **Envelope Definition** – Name/Description, Schema, Entity Database, CDR, Expert, Table Share **Table Definition** – Name/Description, Sorting by date, Service Documentation, Column Name or Sort Date, Type of Table, Episodic, Binary Info, Pre-File Reporting, Signature Control **Table Definition/Column Definition** – Column Name (SQL), Label, Alias- When to use, Column Types, Draft/Final, Entity, Lock Dictionary Values, Always Required/Enabled **Form Definition** – Name, Table, Defaulting, Consider Active, Type of Episode, Automatic Backup, Re-Enter Form, Risk Screening, To-Do Creation **Form Definition /Pre-Display** – Pre-Display Table, Defaulting, Add/Edit/Delete, Sorting **Form Definition/Selection Definition** – Section Type, Description, Multi Iteration **Form Definition/Object Definition** – Order, Object, Required, Enabled, Width, Defaulting Objects **Dictionary Input** – Dictionary Definition, Lock Dictionary Items **Add Secondary/Multi-Iteration Input** – Adding Table, Adding to Form Definition **Form Definition/Event Definition** – Event Types, Validation Messages, Calculations, Additional Form Launch **Form Definition/Chart** – Chart Controls, Sticky Notes **Help Definition** – Lightbulbs **Form Documentation** – Form Layout **Form Designer** – Add Widgets, Add Quick Links, Design
Duration	- Netsmart will perform training in a mutually agreed upon schedule not to exceed a two-calendar week time frame once training has started. - Classroom training to not exceed 18 hours

SCOPE OF WORK ("SOW")
Netsmart Technologies, Inc. and Mendocino, County of

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 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 the agreed upon contractual rate. Note all trainings are under the "train the trainer" model.

3. Scope of Services

This scope of services includes one additional myAvatar Root System Code.

	Scope of Services
CareConnect HIE: CareConnect enables the exchange of clinical information between a Regional Health Information Organizations (RHIO) or a Health Information Exchange (HIE). CareConnect works with the Netsmart enterprise system to provide a secure way to share clinical and administrative information.	
	Satisfy Meaningful Use requirements to provide the capability to share key clinical information among providers of care and patient authorized entities electronically.

Key Features	• The solution functionality may vary by carerecord and supported functionality can be provided at your request.
	• Ability to register and update clients to a Health Information Exchange
	  ○ PIXv3
	• Provide and Register CCDs to a Health Information Exchange (ITI-41)
	Methods of Connection (in order of Netsmart preference):
	• SOAP Web Services (IHE-Profile)
	  ○ SOAP endpoint must be provided by vendor.
	  ○ Mutual TLS Auth or Mutual TLS plus SAML required.

3rd Party Vendors	• The HIE is SacValley MedShare

	• Non-preferred vendor selection may require additional time to develop the connection. • Client is responsible for initiating the business relationship with the 3rd party and ensuring 3rd party is engaged in the project. • Client will provide Netsmart with all relevant 3rd party contact information.
Training	• Training is not included in this SOW.
CareRecord & Solution Configuration	• Connect CareRecord to NTST CareFabric for data submission through CareConnect. • Configure CareRecord to send and query clinical data to the Health Information Exchange. • Software will be implemented in the production domain.

4. <u>Description of Netsmart Responsibilities</u>

- Install, configure, and validate with Client, according to the testing plan, with the CareConnect solution for the vendor / solution as listed above in a Production or Live Environment
- Coordinate and execute an onboarding or activation processes as mutually defined and agreed upon between Netsmart and the vendor / solution as identified above

5. <u>Description of Client Responsibilities</u>

- Identify vendor and initiate project request with vendor.
- 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 the Vendor listed above, are completed in a timely manner and prior to any project engagement with Netsmart.
- Will request and share all 3rd party credentials required for any interface projects.
- Customer will own testing for any new versions post initial go live. Any changes identified, would be considered billable and would be scheduled based on resource availability.
- For Self-hosted clients, client is responsible to devote resources to make necessary configuration included and not limited to network changes per Netsmart's best practices identified in our wiki article below.
  https://wikihelp.ntst.com/IT_Services/Netsmart_Cloud/Netsmart_Cloud_IP_Whitelist_Ranges/Netsmart_Cloud_Services

6. <u>Assumptions</u>
- Netsmart and client will devote sufficient resources and timely communication to the project in order to assure its success.
- It is assumed that each client environment will be updated to the most recent maintenance releases prior to the beginning of the engagement.
- client will provide resources as identified in the work breakdown structure of the project plan.
- client will own all testing and validation during the Upgrade process.
- Individuals scheduled to attend training will attend.
- Client is updated to current release/version at the beginning of the project.
- Client has purchased the appropriate subscriptions for CareConnect.

- All work by Netsmart will be conducted remotely.
- Netsmart will be responsible for Netsmart's portion of the interfaces between the CareRecord Software and the third party system.
- client 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.
- Netsmart will cooperate with third party vendors to implement the interfaces but client shall remain as Netsmart's primary contact and shall be present during all interface discussions with third party vendors.
- client will manage its third parties to ensure they can meet the timelines set forth in the project schedule.
- Activations are typically scheduled for Tuesday – Thursday. Any activations outside of these days would require approval from all parties.
- 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 others. Netsmart can provide an estimated cost for additional facility activations.
- Netsmart will deliver this solution with functionality available upon signing

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<u>**SCOPE OF WORK ("SOW")**</u>

<u>Netsmart Technologies, Inc. and Mendocino County</u>

1. **Purpose**

The purpose for this statement of work is to outline the requirements and deliverables for the 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 forty-five (45) 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 services.

3. **Scope of Services**

ProviderConnect Enterprise	Scope of Services
ProviderConnect Enterprise is a customizable secure web-based solution used to improve communications between providers and payers to ensuring the efficient provision of quality care and timely, accurate reimbursements.	

Kick-off	• Align on scope and expectations
	   o Introduce project team members
	   o Discuss project scope and objectives
	   o Set expectations for project phases and deliverables

Configuration & Testing	• Enable FHIR for the system and run through supported workflows in both UAT and LIVE environments
	   • Configuration:
	      • UAT environment setup
	      • LIVE environment setup
	      • Configuration validation report
	   • Deliverables:
	      • Enable FHIR settings
	      • Test each supported workflow in UAT environment

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	• Validate configurations in LIVE environment
	
	• Integration testing will take place over one (1) week
	  • Testing:
	    • Daily 30-minute check-in calls to review testing findings

Training	• Conduct training sessions on initial provider configuration settings and access controls
	  • Training:
	    • Train the Trainer, split into multiple calls
	    • Cover OAuth Portal settings and access controls
	  • Topics Covered:
	    • OAuth Portal settings
	    • Dictionary codes documentation
	    • Admission program codes linkage
	    • Staff/Practitioner ID alignment
	
	• Detailed training on various workflows and integration points
	• Train the Trainer, up to one (1) hour per session, for up to 15 users
	  • Topics Covered:
	    • Client linking (Update Client Details)
	    • Admissions and discharges
	    • Diagnoses and women's health history
	    • Financial eligibility
	    • Cal-OMS (Admission, Annual Update, Discharge)
	    • CSI (Admission, Assessment)
	
	• Train on available tools, common errors, and support ticket logging
	  • Admin training, up to two (2) hours, for up to 15 users
	  • Topics Covered:
	    • Action Log usage
	    • Relevant PCE and non-PCE tables
	    • Common errors and solutions
	    • Logging Netsmart support tickets

Go-Live	• The client is considered LIVE when the first task is documented in the LIVE environment • Support: • Netsmart will support up to one (1) week of Go-Live Support

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4. **Assumptions**

➤ Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
➤ Professional services quotes do not include travel, living and travel time expenses, as all services will be delivered remotely, unless otherwise approved.
➤ Cancellation of events must be given two weeks prior to scheduled activities onsite, otherwise the Client will still be charged for travel that has been booked.
➤ Client will provide sufficient resources and timely communication to the project in order to assure its reasonable success. A training room will be available for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart team if it is part of the planning and expectations for the project.
➤ Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda.
➤ Netsmart will share available recommended practices during the implementation.
   ➤ Client will assign an individual who has authority and accountability for signing-off on project completion. This shall be a named individual.
   ➤ Client is updated to current maintenance release at the beginning of the project.

5. **Location of Work & Client Responsibilities**

All work by Netsmart will be conducted remotely.

Mendocino Pricing - Proposal for Adding Contracted Providers	QTY	One-Time Fees	Annual Recurring Fees	
License Fees - RQMC	14 Concurrent			
Avatar RADplus Concurrent User License		$ 36,960.00		
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User			$ 22,176.00	
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User			$ 2,399.04	
Avatar RADplus Concurrent User Maintenance			$ 7,761.60	
AMA CPT Code Subscription			$ 903.00	
Diagnosis Content on Demand Add-On			$ 310.44	
Total				
License Fees - TFS	20 Concurrent			
Avatar RADplus Concurrent User License		$ 52,800.00		
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User			$ 31,680.00	
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User			$ 3,427.20	
Avatar RADplus Concurrent User Maintenance			$ 11,088.00	
AMA CPT Code Subscription			$ 1,290.00	
Diagnosis Content on Demand Add-On			$ 443.52	
Total				
License Fees - HH	3 Concurrent			
Avatar RADplus Concurrent User License		$ 7,920.00		
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User			$ 4,752.00	
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User			$ 514.08	
Avatar RADplus Concurrent User Maintenance			$ 1,663.20	
AMA CPT Code Subscription			$ 580.50	
Diagnosis Content on Demand Add-On			$ 66.48	
Total				
Licenses - MCYP	10 Concurrent			
Avatar RADplus Concurrent User License		$ 26,400.00		
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User			$ 15,840.00	
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User			$ 1,713.60	
Avatar RADplus Concurrent User Maintenance			$ 5,544.00	
AMA CPT Code Subscription			$ 645.00	
Diagnosis Content on Demand Add-On			$ 220.56	
Total				
OrderConnect Licenses (Eprescribing)				
Professional Services - OrderConnect - Implementation and Project Management		$ 16,425.00		
Prescriber Subscription Full Suite	2		$ 2,745.60	
Non-Prescriber Subscription Full Suite	1		$ 171.60	
Diagnosis Content on Demand			$ 23.28	
Root System Code Development				
Avatar Root System Code		$ 8,250.00		
Professional Services - Avatar - Development		$ 4,000.00		
Professional Services - Avatar - Project Management		$ 800.00		
Plexus Cloud Services - Avatar - Hosting Setup Fee		$ 800.00		
Avatar Root System Code Maintenance			$ 1,732.50	
Root System Code - Setup and Configuration for Subsytem Codes				
Professional Services - Avatar - Development and Project Management		$ 400,000.00		
Data Conversion		$ 250,000.00		
MSO - Managed Services Organization - Provider Network and Claims Management				
MSO License Fee		$ 11,000.00		
MSO Impelemtation Fee & Project Management		$ 80,000.00		
Plexus Cloud Services - Hosting Setup Fee		$ 28,000.00		

MSO Maintenance Fee			$ 2,310.00	
ProviderConnect Enterprise Subscription Fee(WebServices)			$ 25,000.00	
ProviderConnect Enterprise Implementation Fee		$ 20,000.00		
HIE Integration in Root System Code				
Professional Services - HIE Integration in RSC		$ 5,000.00		
Total Fees:		$ 948,355.00	$ 145,001.20	
		One-Time Fee	**Annual Recurring Fee**	**Total**
Total Fees - Year 1		$ 948,355.00	$ 145,001.20	$ 1,093,356.20
~~Total Fees - Year 2~~		$	$ 145,001.20	$ 145,001.20
~~Total Fees - Year 3~~		$	$ 145,001.20	$ 145,001.20
Notes:				
OC Prescriber License Fee - $114.40 per user per month				
OC Non-Prescriber License Fee - $14.30 per user per month				
Avatar Radplus Concurrent License Fee - $2,640.00 one time fee				
Avatar Radplus Concurrent User Maintenance - $46.20 PUPM				
Plexus Cloud Hosting - Avatar - DR - Concurrent - $132 PUPM				
Plexus Cloud Hosting - Perceptive - DR - Concurrent $14.28 PUPM				
AMA CPT Code - $21.50 Per User Annually				
*Prices are subject to change				

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 the 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 in this Agreement will be due according to the following payment schedule and terms:

    a. <u>Subscriptions</u>
       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. <u>Services</u>
       50% of Service fees due upon execution of this document and the remaining 50% will be due at Go-Live.

    c. <u>Hosting</u>
       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.

    d. <u>Support/Maintenance</u>
       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.

    e. <u>Third Party Subscriptions</u>
       Year 1 payment for Diagnosis Content on Demand, due at execution, will be pro-rated to 06-30. Subsequent years will be due annually in advance on the anniversary of that date. Payment due at execution for the use of AMA CPT licenses through 12/31/2024. Subsequent years will be due annually in advance each 1/1 anniversary for the use of the AMA CPT Codes for that calendar year.

    f. <u>Licenses</u>
       100% of License Fees due upon execution

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QUOTE
Mendocino - PH Licenses

By and Between	And
Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 ("Netsmart")	**Mendocino, County of** **Client Account Number: 0004028** 1120 S Dora St Ukiah, CA 95482-6340 ("Client")
Attention: Zach Humbard, Client Alignment Representative, Public Sector Telephone No: 9133484603 zhumbard@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com	**Attention:** Dustin Thompson, IT Administration Telephone No: (707) 472-2319 thompsondu@mendocinocounty.org Legal notices to be sent to (if different):

Client

_____
(SIGNATURE)

_____
(PRINTED NAME)

_____
TITLE

_____
DATE

1

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Schedule 1 – Scope of Use, Fees and Payment Terms

ONE-TIME CHARGES:

License

Product	QTY	Unit	Fees
Avatar RADplus Concurrent User License Hosted users 25-34	10	CONCURRENT USERS	$26,400.00
		Sub-Total	**$26,400.00**

RECURRING CHARGES:

Hosting

Product	Term	QTY	Unit	Year 1 Fees
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User Hosted users 25-34	12	10	CONCURRENT USERS	$1,713.60
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User Hosted users 25-34	12	10	CONCURRENT USERS	$15,840.00
			Sub-Total	**$17,553.60**

Maintenance

Product	Term	QTY	Unit	Year 1 Fees
Avatar RADplus Concurrent User Maintenance Hosted users 25-34	12	10	CONCURRENT USERS	$5,544.00
			Sub-Total	**$5,544.00**

Third Party Subscription

Product	Term	QTY	Unit	Year 1 Fees
AMA CPT Code Subscription[01] Hosted users 25-34	12	30	NAMED USERS	$664.50
Diagnosis Content on Demand Add-On Includes access to the DSM5 library for 6 additional named users	12	1	EACH	$221.76
			Sub-Total	**$886.26**

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.

(1) - Those products notated with a (1) are subject to third party pass through terms available at: https://www.ntst.com/lp/pass-through-terms.

2

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").

   a. <u>Hosting</u>
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. <u>Support</u>
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.

   c. <u>Third Party Subscriptions</u>
Year 1 payment for Diagnosis Content on Demand, due at execution, will be pro-rated to 06-30. Subsequent years will be due annually in advance on the anniversary of that date. Payment due at Execution for the use of the AMA CPT licenses through 12/31/2024. Subsequent years will be due annually in advance each 1/1 anniversary for use of the AMA CPT Codes for that calendar year.

   d. <u>License</u>
100% of License Fees due upon execution

3

Client #: 0004028
Quote #: Q-62424
Quote Date: 04-17-2024
Expiration Date: 06-16-2024

QUOTE
Mendocino - Ultimedex

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

Client

_____
(SIGNATURE)

_____
(PRINTED NAME)

_____
TITLE

_____
DATE

1

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Schedule 1 – Scope of Use, Fees and Payment Terms

RECURRING CHARGES:

Subscription

Product	Term	QTY	Unit	Year 1 Fees
OrderConnect Base Fee[01]	36	1	Each	$0.00
			Sub-Total	**$0.00**

Third Party Subscription

Product	Term	QTY	Unit	Year 1 Fees
Ultimedex Prescriber User Subscription[01]	36	2	EACH	$204.00
			Sub-Total	**$204.00**

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.

(1) - Those products notated with a (1) are subject to third party pass through terms available at: https://www.ntst.com/lp/pass-through-terms.

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").

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. Third Party 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.

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