

AMENDMENT #6

Original Agreement	BOS-22-129
Amendment 1	BOS-22-129-A1
Amendment 2	BOS-22-129-A2
Amendment 3	BOS-22-129-A3
Amendment 4	BOS-22-129-A4
Amendment 5	BOS-22-129-A5

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

This sixth 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 \$116,013.48 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, fourth Amendment No. BOS-22-129-A4 was entered into on June 25, 2024 (the "Fourth Amendment") adding Scopes of Work for a second myAvatar root system, CareConnect HIE, ProviderConnect Enterprise, and a Pricing Schedule, adding Public Health licenses, adding Ultimedex for 2-years, and increasing the total amount by \$1,446,474 for a new total of \$1,900,567.48; and

WHEREAS, fifth Amendment No. BOS-22-129-A5 was entered into on January 7, 2025 (the "Fifth Amendment") adding Quotes and Schedules for American Society of Addiction Medicine Integration, ProviderConnect Enterprises for Redwood Community Services (RCS), CareConnect Health Information Exchange renewal, OrderConnect myAvatar licenses and RSC install, services, and subscription, additional Avatar licenses, subscriptions, maintenance, hosting, and increasing the total amount by \$120,264.17 for a new total of \$2,020,831.65; and

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

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this sixth 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 Scope of Work for Avatar Data Conversion Expansion, and attach a Quote and Schedule 1, for an additional \$16,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add a Scope of Work for CareConnect Inbox/Direct Secure Messaging, and attach a Quote and Schedule 1, for an additional \$17,249.70; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add OrderConnect Electronic Prescribing of Controlled Substances (EPCS) licenses for prescribers, and attach a Quote and Schedule 1, for an additional \$9,085.92; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add Avatar RADplus Concurrent User licenses for Redwood Community Services, and attach a Quote and Schedule 1, for an additional \$30,230.34; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add OrderConnect Labs for Fiscal Year 24/25, and attach a Pricing Sheet, for an additional \$80,412.80; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount set out in the Agreement by \$152,978.76 for a new total of \$2,173,810.41; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to agree to allow use of Avatar user licenses by the COUNTY's Specialty Mental Health Providers pursuant to contracts between the COUNTY and such Providers.

NOW, THEREFORE, we agree as follows:

1. Avatar Data Conversion Expansion Scope of Work, Quote, and Schedule 1 are hereby incorporated into the Agreement, and attached herein.

2. CareConnect Inbox/Direct Secure Messaging Scope of Work, Quote, and Schedule 1 are hereby incorporated into the Agreement, and attached herein.
3. OrderConnect EPCS Quote and Schedule 1 are hereby incorporated into the Agreement, and attached herein.
4. Avatar RADplus Concurrent User licenses for Redwood Community Services Quote and Schedule 1 are hereby incorporated into the Agreement, and attached herein.
5. OrderConnect Labs Pricing Sheet for Fiscal Year 24/25 is hereby incorporated into the Agreement, and attached herein.
6. The total contracted amount set out in the Agreement is hereby increased by \$152,978.76 for a new total of \$2,173,810.41.
7. CONTRACTOR authorizes COUNTY to contract with its Specialty Mental Health Providers to utilize Avatar user licenses provided by CONTRACTOR.

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
Jennie Miller, Psy.D.
Director of Health Services

Date: 4/16/25

Budgeted: Yes
Budget Unit: 4050
Line Item: 86-2227
Org/Object Code: MHQA99-MHEHR
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: 
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 05/06/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 05/06/2025

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 05/06/2025

INSURANCE REVIEW:

By: 
Risk Management

Date: 04/15/2025

CONTRACTOR/COMPANY NAME

By: 
~~April Collins, Chief Alignment Executive~~
Joseph McGovern, Executive Vice President
Date: 4/16/2025

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: 04/15/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 04/15/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed EB# 25-93
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located outside Mendocino County



SCOPE OF WORK (“SOW”)

Netsmart Technologies, Inc. and Mendocino County

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. This is a fixed-fee, fixed scope Statement of Work.

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

The solution(s) as outlined below will be implemented under the direction of Netsmart utilizing Netsmart’s standard Plexus Implementation methodology (Project Initiation, Project Launch, Solution Review, Final Review and Validation, Go-live Preparation, Maintenance Training, Integration Testing, and Go-live, and Post Go-Live Review).

This agreement specifically provides staffing to complete Data Conversion activities associated with the below conversion concept file types:

- Avatar PM (Client Demographics, Client Movements, Diagnoses)
- Avatar PM Financial Eligibility
- Avatar PM Practitioner
- Avatar PM Authorizations

Avatar Data Conversion	Scope of Services
Conversion Database	Client and Netsmart will utilize the standard Conversion Process which allows the creation, testing, and uploading of defined file types.
Netsmart Deliverables	<p>Netsmart will be responsible for the following:</p> <ul style="list-style-type: none"> • Netsmart will provide required outputs and data validation for Client review and approval. • Netsmart will provide the standard GANTT chart.
Netsmart Responsibilities	<p>Netsmart will be responsible for the planning, solution design, installation, configuration and testing of the proposed conversion as illustrated in this document. Specific schedules and project plans will be developed for Client.</p> <ul style="list-style-type: none"> • Project Management/Consultant - Provide a project manager/Consultant to develop project plan and timeline. • Data Extraction - Netsmart will export/extract source data from existing system (Root System 1) for the agreed upon data sets with support from Client. Data housed in other areas may be included or excluded at the discretion of Netsmart's conversion resource • Data Transformation - Netsmart will perform necessary transformations to the source data to allow for load to Avatar (Root System 2) based on target system requirements, and transformation logic to be agreed upon with Client. Transformation logic must be defined, and agreed on, by type of unacceptable data condition, not on a record-by-record basis. • Data Review - Netsmart will review the results of the source data extraction and transformation with Client/ • Implement and Verify – Netsmart will run conversion in Test Region and work with client to troubleshoot any errors, where applicable. Once Test Conversion has been successfully loaded in Test Region, returns no errors, and the client has signed off on the Data Conversion, Netsmart will run the Conversion in the LIVE Region. Netsmart will run no more than five (5) conversion. Additional testing may require additional funding.
Client Deliverables	<p>Client will be responsible for the following:</p> <ul style="list-style-type: none"> • Conversion Data Export Assistance – Client will provide Netsmart assistance in defining the conversion population. • Conversion Design Assistance – Client will assist Netsmart with decisions related to system dictionaries, mapping values, and transformation logic and provide sign-off for each required decision point. • Data Validation – Client will validate and sign off on results data transformation prior to load and will sign off on converted data in both TEST and LIVE environments.
Data Conversion Process	<p>Test Conversion. Netsmart will perform a test conversion run-through to import the data sets. Netsmart will provide the Client with an Error Report for review. Client will work with Netsmart to correct import files as needed until the system error reports return with no errors.</p>

Data Clean Up and Final Conversion. Client is responsible for all post conversion data verification and for the accuracy and completeness of all imported data. The Client is responsible for the manual correction of 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. For any data that cannot be loaded via conversion, client is responsible for the manual data entry.



4. Assumptions

- Client will provide sufficient access to source data, in addition to providing assistance on population decisions and criteria.
- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- Client will provide sufficient resources and timely communication to the project in order to assure its reasonable success.
- Netsmart will share available recommended practices during the conversion.
- Client will be responsible for all travel expenses deemed necessary for the successful completion of the project.
- Any services that are not explicitly identified in the services in scope section above will be considered out of scope (such as go-live support, change management, etc.) and would be addressed by scope change and expansion resulting in fees.
- Client will assign an individual who has authority and accountability for signing-off on project completion. This shall be a named individual.
- Client will not make registry setting updates without consultation with the Netsmart conversion Team.
- Client is responsible for the validation in the Test and Live environments.
- All required lookup tables/dictionaries have been populated with the values necessary for conversion of the concepts included in the Scope of Services section of this document.
- There will be no impactful changes to the Client source data structure or layouts after the initial extraction. Additions and changes to data are expected through normal course of business but changes in file layouts, table structures, etc. may require additional data integration services. Any change may require a change order and result in additional charges.
- Client will not do a LIVE to UAT or a LIVE to Build copy during implementation unless prior approval has been granted from the Netsmart project team which will coordinate with the Netsmart resources. Any unauthorized copies requested by the Client team that impact the project build and requires rework will be charged to the Client outside of this Agreement. Netsmart will lead all requests for environment copies during the initial implementation phase.
- All work by Netsmart will be conducted remotely.

- Client is updated to current maintenance release and conversion module at the beginning of the project.



Client #: 0004028
 Quote #: Q-74604
 Quote Date: 12-03-2024
 Expiration Date: 02-01-2025

QUOTE
Mendocino County - Data Conversion Expansion

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

Client
<p>_____</p> <p>(SIGNATURE)</p> <p>_____</p> <p>(PRINTED NAME)</p> <p>_____</p> <p>TITLE</p> <p>_____</p> <p>DATE</p>



Client #: 0004028
 Quote #: Q-74604
 Quote Date: 12-03-2024
 Expiration Date: 02-01-2025

Schedule 1 – Scope of Use, Fees and Payment Terms

PROFESSIONAL SERVICE CHARGES:

Services			
Product	QTY	Unit	Fees
Professional Services - Avatar	1	Fixed Fee	\$16,000.00
Sub-Total			\$16,000.00

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.

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. Services
 100% of Services fees due upon execution of this quote.



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

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 an agreed upon hourly rate. Note all trainings are under the “train the trainer” model.

3. Scope of Services

CareConnect Inbox	Scope of Services
Inbox that will facilitate bi-directional electronic referrals across a robust provider network which leverages Direct Secure Messaging. This scope includes a single referral connection to the Netsmart Referral Network and the number of CareConnect Inboxes with Direct Secure Message Addresses which were purchased with the CareConnect Inbox subscription.	
Key Features	<ul style="list-style-type: none"> • Ability to associate individual mailboxes to direct secure addresses so that end users can communicate securely. • Expanded contact list to send CCD directly to other care providers. • Reply, forward, and attach documents to messages. • Email like user interface for easy review and composing of messages. • Create inboxes for additional providers without developer assistance. • Attach additional documents to messages as well as CCD documents.
Training	<ul style="list-style-type: none"> • Remote webinars

www.ntst.com
 11100 Nall Avenue
 Overland Park, KS 66211
 800.842.1973

	<ul style="list-style-type: none"> ○ Two in total <ul style="list-style-type: none"> ▪ One for Admin Training ▪ One for End User
CareRecord & Solution Configuration	<ul style="list-style-type: none"> • Configure CareRecord to add the inbox for providers to view within EHR. • Setup initial amount of users, not to exceed 15. • Setup initial contact list from another agency. • Configuration will be in production.

4. Description of Mendocino County Responsibilities

- 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.
- Mendocino County 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.

5. 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 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 breakdown structure of the project plan.
- Mendocino County will own all testing and validation during the Upgrade process.
- Individuals scheduled to attend training will attend.
- Mendocino County is updated to current release/version at the beginning of the project.
- Mendocino County has purchased the appropriate subscriptions for CareConnect.
- All work by Netsmart will be conducted remotely.
- Software will be implemented in a Production domain.
- Netsmart will be responsible for Netsmart's portion of the interfaces between the CareRecord Software and the third party system.
- 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.
- Netsmart will cooperate with third party vendors to implement the interfaces but Mendocino County shall remain as Netsmart's primary contact and shall be present during all interface discussions with third party vendors.

- Mendocino County will manage its third parties to ensure they can meet the timelines set forth in the project schedule.



Client #: 0004028
 Quote #: Q-75160
 Quote Date: 12-12-2024
 Expiration Date: 02-10-2025

QUOTE
 Mendocino - CClInbox

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

Client
<p>_____</p> <p>(SIGNATURE)</p> <p>_____</p> <p>(PRINTED NAME)</p> <p>_____</p> <p>TITLE</p> <p>_____</p> <p>DATE</p>

Schedule 1 – Scope of Use, Fees and Payment Terms

PROFESSIONAL SERVICE CHARGES:

Services			
Product	QTY	Unit	Fees
Professional Services - CareConnect project management	1	Fixed Fee	\$2,000.00
Sub-Total			\$2,000.00

RECURRING CHARGES:

Subscription				
Product	Term	QTY	Unit	Year 1 Fees
CareConnect Inbox Named User SaaS Minimum 50 Users ; 1,001+ Enterprise Named Users CUSTOM QUOTE REQUIRED FROM AJ	12	195	TIERED BASED ON ENTERPRISE NAMED USERS	\$15,249.70
Sub-Total				\$15,249.70

Third Party Subscription				
Product	Term	QTY	Unit	Year 1 Fees
Direct Secure Messaging ⁰¹	12	195	NAMED USERS	\$0.00
Sub-Total				\$0.00

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").

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:



Client #: 0004028
Quote #: Q-75160
Quote Date: 12-12-2024
Expiration Date: 02-10-2025

- a. Subscriptions
Year 1 payment, due at Project Kickoff, will be pro-rated to 06-25. Subsequent years will be due annually in advance on the anniversary of that date.
- b. Third Party Subscriptions
Year 1 payment, due at Project Kickoff, will be pro-rated to 06-25. Subsequent years will be due annually in advance on the anniversary of that date.
- c. Services
100% of Services fees due upon execution of this quote.



Client #: 0004028
 Quote #: Q-73231
 Quote Date: 10-31-2024
 Expiration Date: 12-30-2024

QUOTE
 Mendocino - EPCS Tokens

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

Client
<p>_____</p> <p>(SIGNATURE)</p> <p>_____</p> <p>(PRINTED NAME)</p> <p>_____</p> <p>TITLE</p> <p>_____</p> <p>DATE</p>



Client #: 0004028
 Quote #: Q-73231
 Quote Date: 10-31-2024
 Expiration Date: 12-30-2024

Schedule 1 – Scope of Use, Fees and Payment Terms

ONE-TIME CHARGES:

Subscription One-Time			
Product	QTY	Unit	Fees
OrderConnect - EPCS Per Prescriber Setup (Hard & Soft - PRO 7) ⁰¹	4	EACH	\$300.00
Sub-Total			\$300.00

Reimbursed Expense			
Product	QTY	Unit	Fees
Shipping & Handling	1	EACH	\$25.00
Sub-Total			\$25.00

PROFESSIONAL SERVICE CHARGES:

Services			
Product	QTY	Unit	Fees
Professional Services - OrderConnect ⁰¹	1	Fixed Fee	\$2,250.00
Sub-Total			\$2,250.00

RECURRING CHARGES:

Subscription				
Product	Term	QTY	Unit	Year 1 Fees
OrderConnect - FULL SUITE - Prescriber Subscription ⁰¹	36	4	NAMED USERS	\$5,491.20
OrderConnect - EPCS Subscription ⁰¹	36	4	NAMED USERS	\$968.00
Sub-Total				\$6,459.20

Third Party Subscription				
Product	Term	QTY	Unit	Year 1 Fees
Diagnosis Content on Demand Add-On	36	1	EACH	\$51.72
Sub-Total				\$51.72

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.



Client #: 0004028
Quote #: Q-73231
Quote Date: 10-31-2024
Expiration Date: 12-30-2024

(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").

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. Services
100% of Services fees due upon execution of this quote.
- b. Hardware
100% of Hardware fees are due upon Execution.
All Hardware is shipped FOB Origin. Shipping for such Hardware will be separately charged and added to the invoice with other charges quoted above.
- c. Hosting Setup Fee and Subscription One-Time
100% of Hosting Set-up, Subscription One-Time or RCM Setup Fee due upon Execution.
- d. Subscriptions
Year 1 payment, due at contract execution, will be pro-rated to 06-25. Subsequent years will be due annually in advance on the anniversary of that date.
- e. Third Party Subscriptions
Year 1 payment, due at contract execution, will be pro-rated to 06-25. Subsequent years will be due annually in advance on the anniversary of that date.



Client #: 0004028
 Quote #: Q-75533
 Quote Date: 12-18-2024
 Expiration Date: 02-16-2025

QUOTE
Mendocino - 6 Concurrent Users for RSC2

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

Client
<p>_____</p> <p>(SIGNATURE)</p> <p>_____</p> <p>(PRINTED NAME)</p> <p>_____</p> <p>TITLE</p> <p>_____</p> <p>DATE</p>

Schedule 1 – Scope of Use, Fees and Payment Terms

ONE-TIME CHARGES:

License			
Product	QTY	Unit	Fees
Avatar RADplus Concurrent User License Concurrent Users #66-71	6	CONCURRENT USERS	\$15,840.00
Sub-Total			\$15,840.00

RECURRING CHARGES:

Hosting				
Product	Term	QTY	Unit	Year 1 Fees
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User Concurrent Users #66-71	60	6	CONCURRENT USERS	\$1,028.16
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User Concurrent Users #66-71	60	6	CONCURRENT USERS	\$9,504.00
Sub-Total				\$10,532.16

Maintenance				
Product	Term	QTY	Unit	Year 1 Fees
Avatar RADplus Concurrent User Maintenance Concurrent Users #66-71	60	6	CONCURRENT USERS	\$3,326.40
Sub-Total				\$3,326.40

Third Party Subscription				
Product	Term	QTY	Unit	Year 1 Fees
Diagnosis Content on Demand Add-On	60	1	EACH	\$133.08
AMA CPT Code Subscription ^{04, 37} Concurrent Users #66-71	60	18	NAMED USERS	\$398.70
Sub-Total				\$531.78

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>.



Client #: 0004028
Quote #: Q-75533
Quote Date: 12-18-2024
Expiration Date: 02-16-2025

(37) The American Medical Association (AMA) licenses access to the CPT codes on a calendar year basis. In the event client terminates this subscription mid-year, client shall be responsible for paying the entire annual fee for each year.

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. Hosting
Year 1 payment, due at contract execution, will be pro-rated to 06-25. Subsequent years will be due annually in advance on the anniversary of that date.
- b. License
100% of License Fees due upon execution
- c. Third Party Subscriptions
Year 1 payment, due at contract execution, will be pro-rated to 06-25. Subsequent years will be due annually in advance on the anniversary of that date.
- d. Support
Year 1 payment, due at contract execution, will be pro-rated to 06-25. Subsequent years will be due annually in advance on the anniversary of that date.



Required Items	
Software / Implementation One Time Fees	Year 1 - 24/25
Professional Services - OrderConnect Implementation for RSC	\$ 13,050.00
Professional Services - Avatar Orders Console Install - both Codes	\$ 12,000.00
Professional Services - Avatar Project Management/Consulting for Lab Project	\$ 10,000.00
Total Software / Implementation One Time Fees	\$35,050.00
Annual Recurring Fees	Year 1 - 24/25
myAvatar ePrescribing - Orders Console	
Subscription CareConnect Lab Orders SaaS (Outbound) Quest (RSC 1)	\$ 4,473.35
Subscription CareConnect Lab Orders SaaS (Outbound)Quest (main code)	\$ 4,473.35
Subscription CareConnect Lab Orders SaaS (Outbound)Adventist Health(RSC 1)	\$ 4,473.35
Subscription CareConnect Lab Orders SaaS (Outbound))Adventist Health (main code)	\$ 4,473.35
Subscription CareConnect Lab Results SaaS (Inbound)Quest (RSC 1)	\$ 4,473.35
Subscription CareConnect Lab Results SaaS (Inbound)Quest (main code)	\$ 4,473.35
Subscription CareConnect Lab Results SaaS (Inbound))Adventist Health (RSC 1)	\$ 4,473.35
Subscription CareConnect Lab Results SaaS (Inbound))Adventist Health (main code)	\$ 4,473.35
OrderConnect - FULL SUITE - Prescriber Subscription (RSC Licenses 5)	\$ 6,864.00
OrderConnect - Non-Prescribing User Subscription (RSC Licenses 5)	\$ 858.00
OrderConnect Base Fee (RSC1)	\$ 1,650.00
Ultimedex Prescriber User Subscription (RSC1)	\$ 204.00
Sub-total Software Recurring Fees	\$45,362.80
Required Total Annually	\$80,412.80

***Confirming if Adventist Health is on the Change Healthcare Network, if not will need to establish connection and could incur additional fees for implementation and configuration**