

AMENDMENT 3

|                    |               |
|--------------------|---------------|
| Original Agreement | BOS-22-129    |
| Amendment 1        | BOS-22-129-A1 |
| Amendment 2        | BOS-22-129-A2 |

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

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

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date set out in the Agreement from June 30, 2024 to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the amount set out in the Agreement by \$116,013.48 for a new total of \$454,093.48; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add myAvatar NX, and attach a Scope of Work and Schedule A5 to the Agreement, outlining additional terms related to the myAvatar NX functionality; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add myAvatar OrderConnect NX, and attach a Scope of Work and Schedule A6 to the Agreement, outlining additional terms related to the myAvatar OrderConnect NX functionality.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the Agreement is hereby extended from June 30, 2024 to June 30, 2026.
2. The total contracted amount set out in the Agreement is hereby increased from \$338,080 to \$454,093.48.
3. A myAvatar NX Scope of Work and Schedule A5 are hereby incorporated into the Agreement, and attached herein.
4. A myAvatar OrderConnect NX and Schedule A6 are hereby incorporated into the Agreement, and attached herein.

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

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

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

Date: 3/20/24

Budgeted: No  
Budget Unit: 4050  
Line Item: 86-2230  
Org/Object Code: MHAD75/DDADMIN  
Grant: No  
Grant No.: 'N/A'

**COUNTY OF MENDOCINO**

By: [Signature]  
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 04/09/2024

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 04/09/2024

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: [Signature]  
Deputy 04/09/2024

**INSURANCE REVIEW:**

By: [Signature]  
Risk Management

Date: 03/15/2024

**CONTRACTOR/COMPANY NAME**

By: [Signature]  
~~April Collins, Client Alignment Executive~~  
Joseph McGovern, Executive Vice President

Date: 3/15/2024

**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: [Signature]  
COUNTY COUNSEL

Date: 03/15/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 03/15/2024

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

**Exception to Bid Process Required/Completed** ☒ EB# 24-93

**Mendocino County Business License: Valid** ☐

**Exempt Pursuant to MCC Section:** Located outside Mendocino County

## **Netsmart Technologies, Inc. and Mendocino County**

### **myAvatar NX Scope Of Work**

#### **1. Purpose**

The purpose of this SOW is to review Mendocino County's current Netsmart solution, train, and assist in upgrading to myAvatar NX and provide recommendations and best practices. The consultants will walk through the changes to NX, identify requirements for the NX upgrade and proposed recommended future state use with respect to NX functionality. Additionally, Netsmart Consultants will provide NX Training.

#### **2. Project Duration**

The following project start and end dates are estimates and are subject to adjustments based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation. The overall duration of this project, based on the scope of work detailed herein and reasonable Client cooperation, is anticipated to be 5 months. Additional services will be required for any project where the duration from project launch to go-live is in excess of 5 months.

#### **3. Scope of Services**

|                       |   |
|-----------------------|---|
| <b>Pre Planning</b>   | Netsmart will conduct a Pre-Launch call with Mendocino County to review the SOW, discuss necessary pre-requisites, timeline, and review pre-planning questions. Future goals and direction will be discussed to capture context and align to Mendocino County longer term objectives with the scope of this agreement.  |
| <b>Project Launch</b> | <p>The project launch call will cover the following items:</p> <ul style="list-style-type: none"> <li>• Confirm timeline</li> <li>• Provide NX demo</li> <li>• Discuss project expectations</li> <li>• Schedule weekly meetings</li> <li>• Introduce NX playbook               <ul style="list-style-type: none"> <li>○ Outline client due dates</li> </ul> </li> <li>• Review top form list report</li> </ul>  |
| <b>Configuration</b>  | <p>Mendocino County will determine five (5) forms for review within the forms tab of the NX playbook. Netsmart will then review the five (5) selected forms (data collection instruments) to validate migration success.</p> <p>Netsmart will be responsible for form designer correction and migration of up to five (5) forms (data collection instruments) that are not rendering the same as myAvatar.</p> <ul style="list-style-type: none"> <li>• Mendocino County will be permitted a single round of testing and review to identify acceptance or identify remaining issues</li> </ul> <p>Mendocino County will determine five (5) user roles for review within the user roles tab of the NX playbook. Netsmart will then review the five (5) selected user roles and up to three (3) console</p> |



|                 |  |
|-----------------|--|
|                 | <p>views per role to identify readiness to be utilized within myAvatar NX.</p> <p>Netsmart will be responsible for the configuration of up to five (5) NX views that match the five (5) user roles previously identified. Each NX view will be configured with up to three (3) console views. Additionally, Netsmart will define one (1) myDay view and one (1) Client Dashboard view to be utilized with the five (5) NX Views.</p> <ul style="list-style-type: none"> <li>• Mendocino County will be permitted a single round of testing and review to identify acceptance or identify remaining issues</li> </ul> <p>Netsmart will be responsible for the configuration of up to ten (10) total All Documents Widgets as applicable to the five (5) views Netsmart is responsible for.</p> <ul style="list-style-type: none"> <li>• Mendocino County will be permitted a single round of testing and review to identify acceptance or identify remaining issues.</li> </ul> |
| <b>Training</b> | <p>Netsmart will conduct one (1) 60-minute session of formal configuration training. Configuration Training will cover the following topics:</p> <ul style="list-style-type: none"> <li>• Process to update forms (data collection instruments) that did not successfully migrate to myAvatar NX</li> <li>• Configuration of NX views, Console Views, Dashboard Views, and All Documents Widgets</li> </ul> <p>Additional configuration questions and discussion will take place on weekly calls.</p> <p>Netsmart will conduct one (1) 90-minute session of Super-User training. Super-User Training will cover the following topics:</p> <ul style="list-style-type: none"> <li>• System navigation</li> <li>• Workflow changes that exist between myAvatar and myAvatar NX</li> </ul>  |
| <b>Testing</b>  | <p>During the Integration Testing event, Mendocino County will test in their system and ensure functionality is working as it should with necessary workflows.</p> <ul style="list-style-type: none"> <li>• Three (3) check-in calls will be scheduled within one (1) week to discuss completed testing and any items that may arise. Netsmart and Mendocino County will utilize a tracking spreadsheet to outline any findings from the event.</li> </ul>   |
| <b>Go-Live</b>  | <p>Go Live event will occur when the solution is moved into productive use by the end-user population. This will consist of “preparation” and performing functions out of the Live environment.</p> <ul style="list-style-type: none"> <li>• The Netsmart consultant will support the first three (3) days of Go-Live remotely, site wide.</li> <li>• Support will take place in the form of daily check in calls.<br/> <i>* Phased/ rollout Go-Live Support is out of scope and will require additional funding.</i></li> </ul>   |

|                             |   |
|-----------------------------|---|
| <b>Post Go-Live Support</b> | <p>Post Go-Live support will be provided up to two (2) weeks following Go-Live.</p> <p>Once all deliverables in scope have been completed, support will be notified that client is live on NX. Mendocino County will be notified that any future cases will be investigated by Support.</p>   |
| <b>Out of Scope</b>         | <p>The following includes (but not limited to) items identified as beyond the scope of this agreement:</p> <ul style="list-style-type: none"> <li>• Custom report modifications to configure report definitions for menu launch reports with parameters, as needed</li> <li>• Custom report modifications to configure “can grow” properties to specific fields, as needed</li> </ul> |

#### 4. Assumptions

- Mendocino County must be upgraded to current maintenance release prior to Project Launch
- Phased Go Live support is out of scope
- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success
- Mendocino County will provide resources as identified in the work breakdown structure of the project plan
- New hardware, if required, will be delivered by the date required in the Project Schedule
- Mendocino County is using latest Treatment Plan functionality
- Document Routing is the only form of electronic approval being used
- No Custom Development exists (Cust Packs)
- If Mendocino County uses OrderConnect or OrderEntry, Orders Console is being utilized to enter all orders
- Any item not explicitly referenced in this SOW is considered out of scope
- Any additional training/configuration needs identified by Mendocino County during the NX upgrade will require a separate quote and scope of work
- A training room or remote equipment will be provided by Mendocino County to their staff and available for the training sessions. Appropriate software must be loaded prior to the start of the training or training will be rescheduled
- Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda.

#### 5. Mendocino County Responsibilities

- Participation in pre-planning activities



- Mendocino County will provide sufficient resources and timely communication to the project to assure its reasonable success.
- Participation in analysis presentation and prioritize configurations for deployment.
- Participate in NX Review sessions and trainings.
- Review, test, and confirm delivery of the NX configurations deployed.
- Conduct NX End User Training prior to Go-Live.

**6. TRAVEL AND LIVING AND TRAVEL TIME EXPENSES for this agreement only:**

The location of work within the SOW will be conducted remotely. On-Site and Travel is out of scope.

## SCHEDULE A5

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

|   | 7/1/2022 - 6/30/2023 | 7/1/2023 - 6/30/2026 |   |
|---|----------------------|----------------------|---|
| <b>Services Related to myAvatar NX</b>            |                      |                      |   |
|   | Period Fees          | Period Fees          | Payment Terms                                   |
| Professional Services – Avatar Project Management | \$0                  | \$77,448.00          | Billable upon Execution of Agreement            |
| myAvatar NX Application Management Services       | \$0                  | \$19,200.00          | Billable upon the first day of each Fiscal Year |
|   |                      |                      |   |
|   |                      |                      |   |
| <b>Total Annual Fees</b>                          | <b>\$0</b>           | <b>\$96,648.00</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.

**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.





Client #: 0004028  
 Quote #: Q-47486  
 Quote Date: 06-06-2023  
 Expiration Date: 03-29-2024

| QUOTE   |  |
|---|--|
| Mendocino - NX Uplift   |  |
| By and Between  | And  |
| <b>Netsmart Technologies, Inc.</b><br><br>11100 Nall Avenue<br>Overland Park, KS 66211<br>("Netsmart")  | <b>Mendocino, County of</b><br><b>Client Account Number: 0004028</b><br>1120 S Dora St<br>Ukiah, CA 95482-6340<br>("Client")   |
| <b>Attention:</b> April Collins, Client Alignment Executive, Public Sector<br><br>Telephone No: +1 (913) 272-2269<br>acollins@ntst.com<br>Legal notices to be sent to:<br>Contracts_Notice@ntst.com | <b>Attention:</b> Jenine Miller, Executive Sponsor<br><br>Telephone No: (707) 472-2355<br>millerj@mendocinocounty.org<br><br>Legal notices to be sent to (if different): |

| Client  |
|---|
| <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <div style="text-align: center;">(SIGNATURE)</div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <div style="text-align: center;">(PRINTED NAME)</div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <div style="text-align: center;">TITLE</div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <div style="text-align: center;">DATE</div> |

**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<br>myAvatar NX Upgrade | 1          | Fixed Fee   | \$74,448.00        |
| Professional Services - Avatar<br>Project Management  | 1          | Fixed Fee   | \$3,000.00         |
| <b>Sub-Total</b>                                      |            |             | <b>\$77,448.00</b> |

**RECURRING CHARGES:**

| <b>Managed Services</b>   |             |            |             |                    |
|---|-------------|------------|-------------|--------------------|
| <b>Product</b>  | <b>Term</b> | <b>QTY</b> | <b>Unit</b> | <b>Year 1 Fees</b> |
| Application Management Services<br>myAvatar NX Upgrade - Managed Services | 12          | 1          | EACH        | \$19,200.00        |
| <b>Sub-Total</b>  |             |            |             | <b>\$19,200.00</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 08-01-2002 (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.



Client #: 0004028  
Quote #: Q-47486  
Quote Date: 06-06-2023  
Expiration Date: 03-29-2024

## 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. 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

| <b>OrderConnect NX</b>   | <b>Scope of Services</b>  |
|--|---|
| <b>OrderConnect NX</b> is a secure, Web-based prescribing and medication management system. The system can be utilized by prescribers and their agents anywhere using a Window-based system via an internet browser. System Administrators will need access to an Internet Explorer plugin to access the OrderConnect Admin Tool (future development pending to remove this dependency on IE). |   |
| <b>Prescriber’s Desktop &amp; Virtual Pharmacist</b>   | Access clinical resources at the point of prescribing, reordering and discontinuations.   |
|  | Confirm and submit the prescription by fax or electronically to the pharmacy of choice or print locally.                                      |
|  | Be alerted to potential drug-to-drug/food interactions, drug allergy alerts and pregnancy/lactation alerts.                                   |
|  | Access and review your own as well as peer-medication dosing patterns using the libraries built automatically during the prescribing process. |
|  | Enter and track medication interactions for non-agency prescribed medications.  |



|   |  |
|---|--|
| <b>Medication Profile</b>                 | Access and review crucial patient diagnostic, medical and prescription information.  |
|   | Provides valuable information on medication alerts, known allergies, patient care suggestions & overdose alerts.   |
|   | Supports compliance with accreditation standards and regulatory requirements.  |
| <b>Orders &amp; Results</b>               | Order and review lab and radiology orders via print and fax (ability to send labs electronically is out of scope and would require additional professional services hours)<br>Included in full suite implementations. (Not in scope for eRx only)  |
| <b>Patient Care Suggestions</b>           | Create customized patient care suggestions based on your unique client demographics.   |
| <b>Eligibility and Formulary Checking</b> | Utilize Surescripts network to access medication history information from participating payors and pharmacies.   |
|   | Confirm medication formulary status in real-time during prescribing event.   |
| <b>Reporting</b>                          | Generate real-time reports from a suite of available standard reports.<br>Daily operations report<br>Quality assurance reports<br>Security reports<br>Administration reports   |
|   | Track prescription from order submission to pharmacy received.   |
| <b>Configuration</b>                      | <ul style="list-style-type: none"> <li>OrderConnect starter kit will be configured by the Netsmart consultant.</li> <li>Netsmart will configure one Non-Production and one Production OrderConnect environment</li> <li>Netsmart will configure 3 Users in OC UAT for training/testing <ul style="list-style-type: none"> <li>One Prescriber</li> <li>One non-prescriber</li> <li>One system administrator</li> </ul> </li> <li>Netsmart will configure the following user accounts in LIVE: <ul style="list-style-type: none"> <li>Up to 20 prescriber user accounts</li> <li>1 System Admin user account</li> <li>Users not identified by the client in the starter kit will not be configured by Netsmart. Once the starter kit is returned to Netsmart any additional configuration will be the client's responsibility.</li> <li>Client is responsible for setting up any non-prescriber user accounts</li> </ul> </li> <li>Netsmart will configure client OrderConnect Agencies defined in Starter Kit</li> <li>Netsmart will register up to 20 prescribers with Surescripts in LIVE <ul style="list-style-type: none"> <li>Additional prescriber registrations will be considered out of scope may require additional professional services</li> </ul> </li> <li>Pharmacies identified in Starter Kit will be configured by Netsmart</li> </ul> |

|                             |   |
|-----------------------------|---|
| <b>Training</b>             | <p>Netsmart will provide the following training:</p> <ul style="list-style-type: none"> <li>• Admin Training up to 2 hours <ul style="list-style-type: none"> <li>• Creation of User Accounts</li> <li>• OrderConnect Admin Tool</li> <li>• myAvatar Configuration for ePrescribing via Orders Console</li> </ul> </li> <li>• Super User Training up to 2 hours for up to 15 Super Users <ul style="list-style-type: none"> <li>• Placing medication orders</li> <li>• Order actions</li> <li>• Managing refill requests / verbal orders</li> <li>• Standard reports</li> </ul> </li> </ul> |
| <b>Testing</b>              | <ul style="list-style-type: none"> <li>• Netsmart will provide testing scripts to client and complete unit testing</li> <li>• Client is responsible for reviewing and editing the test scripts based on their workflows</li> <li>• Client will have up to two weeks following Super User training to complete testing</li> <li>• Netsmart will assist in troubleshooting of items identified during testing</li> </ul>  |
| <b>Go-Live/Post Go-Live</b> | <ul style="list-style-type: none"> <li>• Client is considered Live on OrderConnect once they have the ability to successfully send medication orders to an external pharmacy</li> <li>• Netsmart will provide remote support for up to 1 week post Go Live</li> </ul>   |

#### 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.

## SCHEDULE A6

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

|   | 7/1/2022 - 6/30/2023 | 7/1/2023 - 6/30/2026 |   |
|---|----------------------|----------------------|---|
| <b>Services Related to OrderConnect</b>         |                      |                      |   |
|   | Period Fees          | Period Fees          | Payment Terms                                   |
| Professional Services – OrderConnect Management | \$0                  | \$16,425.00          | Billable upon Execution of Agreement            |
| OrderConnect Subscription                       | \$0                  | \$2,917.20           | Billable upon the first day of each Fiscal Year |
| Third Party Subscription                        | \$0                  | \$23.28              |   |
| <b>Total Annual Fees</b>                        | <b>\$0</b>           | <b>\$19,365.48</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.
- c. 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.





### Mendocino - OrderConnect

|                |
|----------------|
| <b>Client</b>  |
| <br><br>       |
| _____          |
| (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 - OrderConnect <sup>(1)</sup><br><i>Avatar OrderConnect NX Implementation</i> | 1          | Fixed Fee   | \$13,050.00        |
| Professional Services - OrderConnect <sup>(1)</sup><br><i>Project Management</i>                    | 1          | Fixed Fee   | \$3,375.00         |
| <b>Sub-Total</b>  |            |             | <b>\$16,425.00</b> |

**RECURRING CHARGES:**

| <b>Subscription</b>  |             |            |             |                    |
|--|-------------|------------|-------------|--------------------|
| <b>Product</b>   | <b>Term</b> | <b>QTY</b> | <b>Unit</b> | <b>Year 1 Fees</b> |
| OrderConnect - FULL SUITE - Prescriber Subscription <sup>(1)</sup> | 36          | 2          | NAMED USERS | \$2,745.60         |
| OrderConnect - Non-Prescribing User Subscription <sup>(1)</sup>    | 36          | 1          | NAMED USERS | \$171.60           |
| <b>Sub-Total</b>   |             |            |             | <b>\$2,917.20</b>  |

| <b>Third Party Subscription</b>    |             |            |             |                    |
|------------------------------------|-------------|------------|-------------|--------------------|
| <b>Product</b>                     | <b>Term</b> | <b>QTY</b> | <b>Unit</b> | <b>Year 1 Fees</b> |
| Diagnosis Content on Demand Add-On | 36          | 1          | EACH        | \$23.28            |
| <b>Sub-Total</b>                   |             |            |             | <b>\$23.28</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.

**(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").



Client #: 0004028  
Quote #: Q-56223  
Quote Date: 12-11-2023  
Expiration Date: 03-29-2024

**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.
- c. 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.