

AMENDMENT #5

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

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

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

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

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add American Society of Addiction Medicine (ASAM) Integration, and attach a Quote and Schedule 1, for an additional \$6,966.78; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add ProviderConnect Enterprises (PCE) for Redwood Community Services (RCS), attach a Quote, Schedule 1, and Scope of Work specific to PCE for RCS, for an additional \$65,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add CareConnect Health Information Exchange (HIE) renewal, and attach a Quote and Schedule 1, for an additional \$5,434; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add OrderConnect (OC) myAvatar licenses and RSC install, services, and subscription, and attach a Quote and Schedule 1, for an additional \$27,748.28; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add additional Avatar licenses, subscriptions, maintenance, hosting, and attach a Quote and Schedule 1, for an additional \$15,115.11; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount set out in the Agreement by \$120,264.17 for a new total of \$2,020,831.65.


NOW, THEREFORE, we agree as follows:

1. ASAM Integration Quote and Schedule 1 are hereby incorporated into the Agreement, and attached herein.
2. PCE for RCS Quote, Schedule 1, and Scope of Work are hereby incorporated into the Agreement, and attached herein.
3. CareConnect HIE renewal Quote and Schedule 1 are hereby incorporated into the Agreement, and attached herein.
4. OC myAvatar licenses and RSC install, services, and subscription Quote and Schedule 1 are hereby incorporated into the Agreement, and attached herein.
5. Additional Avatar licenses, subscriptions, maintenance, and hosting Quote and Schedule 1 are hereby incorporated into the Agreement, and attached herein.
6. The total contracted amount set out in the Agreement is hereby increased by \$120,264.17 for a new total of \$2,020,831.65.

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

**IN WITNESS WHEREOF**

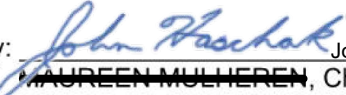
**DEPARTMENT FISCAL REVIEW:**

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

Date: 12/10/24

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  
~~LAUREEN MULHEREN~~, Chair  
BOARD OF SUPERVISORS

Date: 01/07/2025

**ATTEST:**

DARCIE ANTLE, Clerk of said Board


By:   
Deputy 01/07/2025

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

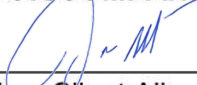
By:   
Deputy 01/07/2025

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 12/09/2024

**CONTRACTOR/COMPANY NAME**

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

Date: 12/9/2024

**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: 12/09/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

Date: 12/09/2024

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**  
**Exception to Bid Process Required/Completed**  EB# 25-67  
**Mendocino County Business License: Valid**   
**Exempt Pursuant to MCC Section:** Located outside Mendocino County



Client #: 0004028  
 Quote #: Q-66750  
 Quote Date: 07-09-2024  
 Expiration Date: 11-15-2024

**QUOTE**  
**Mendocino - ASAM Integration**

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

<p><b>Client</b></p>          <p style="text-align: center;">_____          (SIGNATURE)</p> <p style="text-align: center;">_____          (PRINTED NAME)</p> <p style="text-align: center;">_____          TITLE</p> <p style="text-align: center;">_____          DATE</p>
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**Schedule 1 – Scope of Use, Fees and Payment Terms**

**PROFESSIONAL SERVICE CHARGES:**

<u>Services</u>			
<u>Product</u>	<u>QTY</u>	<u>Unit</u>	<u>Fees</u>
Professional Services - CareConnect Project Management	1	Fixed Fee	\$1,200.00
Professional Services - CareConnect ASAM Integration PS	1	Fixed Fee	\$1,000.00
<b>Sub-Total</b>			<b>\$2,200.00</b>

**RECURRING CHARGES:**

<u>Subscription</u>				
<u>Product</u>	<u>Term</u>	<u>QTY</u>	<u>Unit</u>	<u>Year 1 Fees</u>
Netsmart ASAM Continuum Integration Subscription <small>Client is required to purchase licenses from ASAM prior to Project Kickoff.</small>	12	1	EACH	\$4,766.78
<b>Sub-Total</b>				<b>\$4,766.78</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.
- b. 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.



Client #: 0004028  
Quote #: Q-66750  
Quote Date: 07-09-2024  
Expiration Date: 11-15-2024



Client #: 0004028  
 Quote #: Q-70299  
 Quote Date: 09-10-2024  
 Expiration Date: 11-09-2024

**QUOTE**  
**Mendocino - PCE for RCS**

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

<p><b>Client</b></p>          <p style="text-align: center;">_____          (SIGNATURE)</p> <p style="text-align: center;">_____          (PRINTED NAME)</p> <p style="text-align: center;">_____          TITLE</p> <p style="text-align: center;">_____          DATE</p>
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**Schedule 1 – Scope of Use, Fees and Payment Terms**

**PROFESSIONAL SERVICE CHARGES:**

<u>Services</u>			
Product	QTY	Unit	Fees
Professional Services - Avatar Project Management	1	Fixed Fee	\$10,000.00
Professional Services - Avatar ProviderConnect Enterprise Implementation	1	Fixed Fee	\$30,000.00
<b>Sub-Total</b>			<b>\$40,000.00</b>

**RECURRING CHARGES:**

<u>SaaS</u>				
Product	Term	QTY	Unit	Year 1 Fees
Avatar Web Services Suite SaaS ProviderConnect Enterprise Subscription - Integration with Qualifacts	12	1	EACH	\$25,000.00
<b>Sub-Total</b>				<b>\$25,000.00</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.
- b. SaaS  
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-70299  
Quote Date: 09-10-2024  
Expiration Date: 11-09-2024



**Mendocino – PCE for RCS**

**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>ProviderConnect Enterprise</b>	<b>Scope of Services</b>
<p><b>ProviderConnect Enterprise</b> 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.</p>	
<b>Kick-off</b>	<ul style="list-style-type: none"> <li>• Align on scope and expectations               <ul style="list-style-type: none"> <li>○ Introduce project team members</li> <li>○ Discuss project scope and objectives</li> <li>○ Set expectations for project phases and deliverables</li> </ul> </li> </ul>
<b>Configuration &amp; Testing</b>	<ul style="list-style-type: none"> <li>• Enable FHIR for the system and run through supported workflows in both UAT and LIVE environments               <ul style="list-style-type: none"> <li>• Configuration:                   <ul style="list-style-type: none"> <li>• UAT environment setup</li> <li>• LIVE environment setup</li> <li>• Configuration validation report</li> </ul> </li> <li>• Deliverables:                   <ul style="list-style-type: none"> <li>• Enable FHIR settings</li> <li>• Test each supported workflow in UAT environment</li> <li>• Validate configurations in LIVE environment</li> </ul> </li> </ul> </li> <li>• Integration testing will take place over one (1) week               <ul style="list-style-type: none"> <li>• Testing:</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Daily 30-minute check-in calls to review testing findings</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>• Conduct training sessions on initial provider configuration settings and access controls             <ul style="list-style-type: none"> <li>• Training:                 <ul style="list-style-type: none"> <li>• Train the Trainer, split into multiple calls</li> <li>• Cover OAuth Portal settings and access controls</li> </ul> </li> <li>• Topics Covered:                 <ul style="list-style-type: none"> <li>• OAuth Portal settings</li> <li>• Dictionary codes documentation</li> <li>• Admission program codes linkage</li> <li>• Staff/Practitioner ID alignment</li> </ul> </li> </ul> </li> <li>• Detailed training on various workflows and integration points</li> <li>• Train the Trainer, up to one (1) hour per session, for up to 15 users             <ul style="list-style-type: none"> <li>• Topics Covered:                 <ul style="list-style-type: none"> <li>• Client linking (Update Client Details)</li> <li>• Admissions and discharges</li> <li>• Diagnoses and women's health history</li> <li>• Financial eligibility</li> <li>• Cal-OMS (Admission, Annual Update, Discharge)</li> <li>• CSI (Admission, Assessment)</li> </ul> </li> </ul> </li> <li>• Train on available tools, common errors, and support ticket logging             <ul style="list-style-type: none"> <li>• Admin training, up to two (2) hours, for up to 15 users</li> <li>• Topics Covered:                 <ul style="list-style-type: none"> <li>• Action Log usage</li> <li>• Relevant PCE and non-PCE tables</li> <li>• Common errors and solutions</li> <li>• Logging Netsmart support tickets</li> </ul> </li> </ul> </li> </ul>
<b>Go-Live</b>	<ul style="list-style-type: none"> <li>• The client is considered LIVE when the first task is documented in the LIVE environment</li> <li>• Support:             <ul style="list-style-type: none"> <li>• Netsmart will support up to one (1) week of Go-Live Support</li> </ul> </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.



Client #: 0004028  
 Quote #: Q-73146  
 Quote Date: 10-30-2024  
 Expiration Date: 12-29-2024

**QUOTE**  
 Mendocino County - CareConnect HIE Renewal

<p>By and Between  <b>Netsmart Technologies, Inc.</b>           11100 Nall Avenue          Overland Park, KS 66211          ("Netsmart")</p>	<p>And  <b>Mendocino, County of</b>  <b>Client Account Number: 0004028</b>          1120 S Dora St          Ukiah, CA 95482-6340          ("Client")</p>
<p><b>Attention:</b> April Collins, Senior Client          Alignment Executive, Public Sector           Telephone No: +1 (913) 272-2269          acollins@ntst.com          Legal notices to be sent to:          Contracts_Notice@ntst.com</p>	<p><b>Attention:</b> Anthony Lemus, Dept Analyst           Telephone No: 7076210030          lemusa@mendocinocounty.org          Legal notices to be sent to (if different):</p>

<p><b>Client</b></p>          <p style="text-align: center;">_____          (SIGNATURE)</p> <p style="text-align: center;">_____          (PRINTED NAME)</p> <p style="text-align: center;">_____          TITLE</p> <p style="text-align: center;">_____          DATE</p>
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Client #: 0004028  
 Quote #: Q-73146  
 Quote Date: 10-30-2024  
 Expiration Date: 12-29-2024

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

**RECURRING CHARGES:**

<b>Subscription</b>				
<b>Product</b>	<b>Term</b>	<b>QTY</b>	<b>Unit</b>	<b>Year 1 Fees</b>
CareConnect HIE Connector (CCD Transactions) SaaS	12	1	TIERED BASED ON ENTERPRISE NAMED USERS	\$5,434.00
<b>Sub-Total</b>				<b>\$5,434.00</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. 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.



Client #: 0004028  
 Quote #: Q-63572  
 Quote Date: 05-07-2024  
 Expiration Date: 12-31-2024

**QUOTE**  
**Mendocino - OC Licenses and RSC Install**

<p>By and Between  <b>Netsmart Technologies, Inc.</b>           11100 Nall Avenue          Overland Park, KS 66211          ("Netsmart")</p>	<p>And  <b>Mendocino, County of</b>  <b>Client Account Number: 0004028</b>          1120 S Dora St          Ukiah, CA 95482-6340          ("Client")</p>
<p><b>Attention:</b> April Collins, Senior Client          Alignment Executive, Public Sector           Telephone No: +1 (913) 272-2269          acollins@ntst.com          Legal notices to be sent to:          Contracts_Notice@ntst.com</p>	<p><b>Attention:</b> Anthony Lemus, Dept Analyst           Telephone No: 7076210030          lemusa@mendocinocounty.org          Legal notices to be sent to (if different):</p>

<p><b>Client</b></p>          <p>_____</p> <p style="text-align: center;">(SIGNATURE)</p> <p>_____</p> <p style="text-align: center;">(PRINTED NAME)</p> <p>_____</p> <p style="text-align: center;">TITLE</p> <p>_____</p> <p style="text-align: center;">DATE</p>
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Client #: 0004028  
 Quote #: Q-63572  
 Quote Date: 05-07-2024  
 Expiration Date: 12-31-2024

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

**ONE-TIME CHARGES:**

<b>License</b>			
<b>Product</b>	<b>QTY</b>	<b>Unit</b>	<b>Fees</b>
myAvatar ePrescribing 2 Codes ( 1 License for Each)	1	EACH	\$0.00
<b>Sub-Total</b>			<b>\$0.00</b>

**PROFESSIONAL SERVICE CHARGES:**

<b>Services</b>			
<b>Product</b>	<b>QTY</b>	<b>Unit</b>	<b>Fees</b>
Professional Services - Avatar Orders Console Install in 2 RSC - Home Meds Tab only	1	Fixed Fee	\$12,000.00
Professional Services - Avatar PM time	1	Fixed Fee	\$8,000.00
Professional Services - OrderConnect <sup>01</sup> Avatar OrderConnect NX Implementation, comes from SO	1	Fixed Fee	\$0.00
<b>Sub-Total</b>			<b>\$20,000.00</b>

**RECURRING CHARGES:**

<b>Subscription</b>				
<b>Product</b>	<b>Term</b>	<b>QTY</b>	<b>Unit</b>	<b>Year 1 Fees</b>
OrderConnect Base Fee <sup>01</sup> RSC Install	24	1	Each	\$1,650.00
OrderConnect - FULL SUITE - Prescriber Subscription <sup>01</sup>	24	3	NAMED USERS	\$4,118.40
OrderConnect - Non-Prescribing User Subscription <sup>01</sup>	24	10	NAMED USERS	\$1,716.00
<b>Sub-Total</b>				<b>\$7,484.40</b>

<b>Third Party Subscription</b>				
<b>Product</b>	<b>Term</b>	<b>QTY</b>	<b>Unit</b>	<b>Year 1 Fees</b>
Ultimedex Prescriber User Subscription <sup>01</sup>	24	5	EACH	\$204.00
Diagnosis Content on Demand Add-On	24	1	EACH	\$59.88
<b>Sub-Total</b>				<b>\$263.88</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.





Client #: 0004028  
Quote #: Q-63572  
Quote Date: 05-07-2024  
Expiration Date: 12-31-2024

**(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. Subscriptions  
Year 1 payment, due at Project Kickoff, 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. License  
100% of License Fees due upon execution
- d. Third Party Subscriptions  
Year 1 payment, due at Project Kickoff, will be pro-rated to 06-30. Subsequent years will be due annually in advance on the anniversary of that date.



Client #: 0004028  
 Quote #: Q-72771  
 Quote Date: 10-22-2024  
 Expiration Date: 12-03-2024

**QUOTE**  
**Mendocino - Additional Licenses**

<p>By and Between  <b>Netsmart Technologies, Inc.</b>           11100 Nall Avenue          Overland Park, KS 66211          ("Netsmart")</p>	<p>And  <b>Mendocino, County of</b>  <b>Client Account Number: 0004028</b>          1120 S Dora St          Ukiah, CA 95482-6340          ("Client")</p>
<p><b>Attention:</b> 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><b>Attention:</b> Anthony Lemus, Sys Admin           Telephone No:          lemusa@mendocinocounty.gov           Legal notices to be sent to (if different):</p>

<b>Client</b>
<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:**

<b>License</b>			
<b>Product</b>	<b>QTY</b>	<b>Unit</b>	<b>Fees</b>
Avatar RADplus Concurrent User License Concurrent User #66-68	3	CONCURRENT USERS	\$7,920.00
<b>Sub-Total</b>			<b>\$7,920.00</b>

**RECURRING CHARGES:**

<b>Third Party Subscription</b>				
<b>Product</b>	<b>Term</b>	<b>QTY</b>	<b>Unit</b>	<b>Year 1 Fees</b>
AMA CPT Code Subscription <sup>01, 37</sup> Concurrent User #66-68	36	9	NAMED USERS	\$199.35
Diagnosis Content on Demand Add-On Includes access to the DSM-5 library for 2 additional named users	36	1	EACH	\$66.48
<b>Sub-Total</b>				<b>\$265.83</b>

<b>Maintenance</b>				
<b>Product</b>	<b>Term</b>	<b>QTY</b>	<b>Unit</b>	<b>Year 1 Fees</b>
Avatar RADplus Concurrent User Maintenance Concurrent User #66-68	36	3	CONCURRENT USERS	\$1,663.20
<b>Sub-Total</b>				<b>\$1,663.20</b>

<b>Hosting</b>				
<b>Product</b>	<b>Term</b>	<b>QTY</b>	<b>Unit</b>	<b>Year 1 Fees</b>
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User Concurrent User #66-68	36	3	CONCURRENT USERS	\$4,752.00
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User Concurrent User #66-68	36	3	CONCURRENT USERS	\$514.08
<b>Sub-Total</b>				<b>\$5,266.08</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>.**



Client #: 0004028  
Quote #: Q-72771  
Quote Date: 10-22-2024  
Expiration Date: 12-03-2024

(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.