

MASTER AGREEMENT #24H3994

AMENDMENT I

This First Amendment to that Master Agreement #24H3994 is made and entered into by and between the County of Santa Cruz, a political subdivision of the State of California (hereinafter referred to as "County"), and Netsmart Technologies, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11100 Nall Avenue Overland Park, Kansas 66211; (hereinafter referred to as "Netsmart");

RECITALS

WHEREAS, Netsmart has been engaged by County to provide Software as a Service (SaaS) licensed software and support, pursuant to Master Agreement #24H3994, dated December 11, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add solutions and services for Provider Interoperability which includes the ProviderConnect Enterprise solution, services for MSO and CalPM expansion, a Health Check, Post Go-Live Support for Provider and Application Management Services;

WHEREAS, the additional solutions and services require an increase in the Maximum Obligation by \$285,000 for FY 24/25 and \$30,000 for FY 25/26, amending **Schedule B – Payment Schedule and Terms**;

WHEREAS, the parties hereto desire to amend the Agreement to add the Exhibit 1, Statement of Work for Provider Interoperability;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #24H3994;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #24H3994 on the following terms and conditions:

1)Schedule B – Payment Schedule and Terms of the Agreement is amended to add the below Solutions and Services for Provider Interoperability Integration and to read as follows:

For the period beginning December 11,2023, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the expenditures shall be in accordance with Schedule B - Payment Schedule and Terms incorporated herein and made by reference a part hereof.

For the period beginning on the effective date of this First Amendment to the Agreement, and continuing through the remaining term of the Agreement, for the services provided herein, the expenditures shall be in accordance with the Amended Schedule B - Payment Schedule and Terms incorporated herein and made by reference a part hereof.

Schedule B - Pricing and Payment Terms			
Subscriptions and Maintenance Fees	July 2024 - June 2025	July 2025 - June 2026	Payment Term
Plexus Cloud Hosting - Avatar - High Availability - Concurrent User	\$ 284,567.48	\$ 295,950.18	Quarterly
Avatar RADplus Concurrent User Maintenance	\$ 145,939.05	\$ 151,776.61	Quarterly
OrderConnect - FULL SUITE - Prescriber Subscription	\$ 46,990.74	\$ 48,870.37	Quarterly
myHealthPointe 2.0 Essentials - Human Services	\$ 31,617.86	\$ 32,882.57	Quarterly
Plexus Cloud Hosting - Perceptive - High Availability - Concurrent User	\$ 31,144.79	\$ 32,390.58	Quarterly
CareConnect Inbox Named User	\$ 28,092.70	\$ 29,216.41	Quarterly
CarePOV Medical Note - Psychiatry	\$ 27,714.09	\$ 28,822.65	Quarterly
AMA CPT Code Subscription	\$ 26,300.82	\$ 27,352.85	Quarterly
Plexus Cloud Hosting - Avatar Scriptlink	\$ 19,761.01	\$ 20,551.45	Quarterly
Avatar ProviderConnect Individual User Subscription	\$ 11,197.76	\$ 11,645.67	Quarterly
Avatar Data Warehouse Middleware Maintenance	\$ 9,682.96	\$ 10,070.28	Quarterly
OrderConnect - Non-Prescribing User Subscription	\$ 9,443.99	\$ 9,821.75	Quarterly
CareConnect Monthly Subscription 101 - 500 Users	\$ 9,090.34	\$ 9,453.95	Quarterly
KPI Dashboard - Small Clinic	\$ 8,066.78	\$ 8,389.45	Quarterly
CareConnect FHIR Interface SaaS	\$ 6,748.56	\$ 7,018.50	Quarterly
CareConnect Lab Orders (Outbound) 501 - 1,000 Users	\$ 6,672.85	\$ 6,939.76	Quarterly
CareConnect Lab Results (Inbound) 501 - 1,000 Users	\$ 6,672.85	\$ 6,939.76	Quarterly
Diagnosis Content on Demand Subscription	\$ 5,997.88	\$ 6,237.80	Quarterly
Avatar Web Services Suite Maintenance	\$ 5,532.88	\$ 5,754.20	Quarterly
OrderConnect - EPCS Subscription	\$ 5,322.24	\$ 5,535.13	Quarterly
CareConnect ADT Interface Subscription 501 - 1,000 Users	\$ 3,510.86	\$ 3,651.29	Quarterly
CareConnect Referral Connector 101 - 500 Users	\$ 3,161.98	\$ 3,288.46	Quarterly
CareConnect Carequality Connector 501 - 1,000 Users	\$ 2,892.82	\$ 3,008.53	Quarterly
Avatar MSO Maintenance	\$ 2,766.50	\$ 2,877.16	Quarterly
POS Scanning Powered by Perceptive Maintenance	\$ 2,502.90	\$ 2,603.02	Quarterly
OrderConnect Base Fee	\$ 1,778.81	\$ 1,849.96	Quarterly
Two Party Escrow Agreement	\$ 1,580.21	\$ 1,643.41	Quarterly
CareConnect Immunization Subscription	\$ 1,265.21	\$ 1,315.82	Quarterly
CareConnect Syndromic Surveillance Subscription	\$ 1,265.21	\$ 1,315.82	Quarterly
Total	\$ 747,282.13	\$ 777,173.41	
New Purchases - Amendment 1	July 2024 - June 2025	July 2025 - June 2026	Payment Term
One-Time Fees			
MSO - MSO Expansion Services	\$ 90,000.00		50% due at Execution and 50% due at Go-Live
CalPM - CalPM Expansion Services	\$ 55,000.00		50% due at Execution and 50% due at Go-Live
ProviderConnect Enterprise Impelementation Services	\$ 48,000.00		50% due at Execution and 50% due at Go-Live
Health Check	\$ 10,000.00		Due upon Execution
Application Managed Services	\$ 36,000.00		Due upon Execution
Post Go-Live Support with Janus and Integration for Provider Conn	\$ 16,000.00		Due upon Go-Live of ProviderConnect Enterprise
Recurring Fee			
ProviderConnect Enterprise Subscription Fee	\$ 30,000.00	\$ 30,000.000	Due upon Go-Live and Billed Quarterly thereafter
Total	\$ 285,000.00	\$ 30,000.000	
Grand Total	1,032,282.13	\$ 807,173.408	

2) Exhibit 1 – Statement of Work for Provider Interoperability, attached to this Amendment, is hereby added to the Agreement.

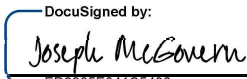
Except as herein amended, all other parts and sections of that Agreement #24H3994 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #24H3994 on the dates indicated below.

By: _____

Dated: _____


Director of Health Services or Designee
Health Services Agency

By:  _____
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Dated: 2/6/2025

Executive Vice President
Netsmart Technologies Inc.

APPROVED AS TO FORM

By:  _____
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Office of the County Counsel
Date: 2/3/2025

APPROVED AS TO INSURANCES


By:  _____
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Risk Management
Date: 2/3/2025

Exhibit 1 – Statement of Work

SCOPE OF WORK (“SOW”)

Netsmart Technologies, Inc. and Santa Cruz County

1. Purpose and Scope

This statement of work outlines the requirements and deliverables for the implementation. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundation's implementation methodology, and recommendations. The details of the scope of services for Client involve expanding and integrating Netsmart's myAvatar solution to automate various processes across multiple domains, including claims, provider configurations, and state reporting requirements. Specifically, the project aims to:

- **Automation Capabilities:** myAvatar MSO allows for the Client to configure “837” and “835” requirements, automates application of claims adjudication rules and automates compiling/posting of claims files, voucher creation, Explanation of Benefits (EOB) creation and remittance file creation. myAvatar MSO encompasses claim adjustment mappings, service code setups, and the application of compliance rules for efficient workflow. This solution also supports integrating client based data flow from Janus that will be evaluated during the claims adjudication process.
- **MSO and Cal-PM System Integration:** myAvatar MSO can automate various billing functions within the system. Automation features will include compiling and posting claims and adjudication responses, generating claim adjustments and denial reasons, the ability to create vouchers and EOBs upon batch closure and pushing approved claims to Cal-PM for outbound claiming to Medi-Cal. This integration also includes the ability to differing contract provider fees and County Medi-Cal fees, creating a clear delineation in the fee structure. Manual intervention needed only in specific areas (e.g., error handling or non-standard transactions).
- **Synchronization Capabilities:** The system will enable synchronization of client and provider data across myAvatar modules, ensuring consistency and accuracy. This includes utilizing myAvatar PM client admission, demographic and financial eligibility information at time of claim adjudication as well as the ability to link myAvatar PM Practitioner Enrollment records with myAvatar MSO Performing Provider records.
- **State Reporting Requirements:** Integration for Santa Cruz to receive myAvatar product state reporting data for CSI (Client Services Information) and Cal-OMS (California Outcomes Measurement System Treatment) is supported providing compliance for state mandates.

2. Project Duration & Milestones

The project timeline includes several key phases: registry configuration, claims processing, provider configuration, training, and system integration. The start and end dates for the project are estimates, and adjustments may occur based on the Effective Date of the Agreement and the overall cooperation of both parties throughout the implementation. Netsmart requires a minimum of 45 calendar days following the Effective Date to accommodate pre-project activities, such as planning, staffing, and technology setup.

Milestones: Netsmart will provide a milestone timeline upon execution of this Amendment.

- **Project Kickoff and Planning:** Following the Effective Date, the 45-day preparation window will include the setup of project planning, staffing, and initial configuration. Extended delays or changes in scope after the project plan is finalized may result in rescheduling or additional service charges.
- **Completion of Registry Settings and Provider Configuration:** Completion of registry settings, ensuring compliance with CalAIM requirements, and the successful configuration of Janus provider records.
- **Claims Processing Automation and System Integration:** Configuration and testing of the “837” files for claims processing, which is critical for the Janus myEvolv go-live. The aim is to begin testing as soon as possible to expedite progress.
- **Completion of User Training for Super Users and End Users:** Completion of training sessions for both super users and end users, focusing on operational workflows and system functionalities.
- **Go-Live:** Go-live for each component, ensuring that all functionalities are operational and meeting project requirements.

3. User Experience

The functionalities to be implemented aim to enhance the user experience for both contractors and county staff through the following features:

- **Automation Processes for Contractors and the County:**
 - **Claims Processing:** Automation of claims adjudication via “837” and ”835” file configurations, including the use of companion guides and adherence to CalAIM standards.
 - **Provider Enrollment and Data Synchronization:** Supported provider configuration processes for Janus (Client’s contractor), and Cal-PM/MSO provider mapping which will ensure the integration and synchronization of data between Janus and myAvatar.
- **ProviderConnect Enterprise - Automatic Generation and Manual Interventions:**
 - **Automated Billing Functions:** myAvatar MSO/Cal-PM will automatically generate service codes, claims, and adjustments within the Cal-PM system, reducing the manual workload for county staff.

- **Manual Interventions:** Certain billing functions, such as complex adjustments and non-standard service codes, may require manual oversight to ensure compliance with state or federal requirements.
- **Integration of State Reporting Requirements:**
 - **CalOMS and CSI Integration:** Automated reporting to meet state requirements, such as CalOMS and CSI, is integrated into the system workflow. This allows seamless submission of reports with minimal manual intervention, ensuring compliance with state regulations.
- **Synchronization of Client and Provider Information:**
 - **Data Flow Automation:** Automated synchronization of client information across different modules, ensuring that updates in one system (e.g., Janus myEvolv) are reflected in the Avatar Parent System without manual re-entry.

4. **Scope of Services: Netsmart will provide a Scope of Services timeline upon execution of this Amendment**

MSO Expansion	Scope of Services
Registry Settings	Configure registry settings following best practices and CalAIM requirements. Includes mapping for compliance.
Provider Configuration	Setup and configure Janus Contracting Provider Registration and their Performing provider records. Ensure provider data accuracy and system integration.
Claims Processing Automation	Implement automation processes for claims processing, including “837” and ”835” configuration, companion guides, and claims adjudication rules.
User Roles and Views	Define and configure two (2) user roles, access controls, and three (3) customized views tailored to different MSO workflows.
APD & CPT Code Definitions	Configure APD Rules for up to 2 Funding Sources; 10 Claim Adjudication Rules Definitions; all CalAIM related CPT/Rev Codes and provider fee structure for Janus.
System Integration	Map and integrate MSO data configured for Janus to the Avatar Parent System. Ensure seamless data flow and accurate system mappings.
Training	<p>Super Users: Up to 15 users, 2-hour sessions, focusing on registry settings, provider configuration, claims processing, and user roles.</p> <p>End Users: Up to 15 users per session, 4-hour classes covering operational tasks and day-to-day use.</p>

Cal-PM Expansion	Scope of Services
Program Structure	Define and configure the contractor program structure within Cal-PM, including program-specific settings and cross-references.
Service & Adjustment Codes	Set up service codes, fee structures, and adjustment codes. Ensure all financial parameters are correctly mapped and integrated.
Practitioner Enrollment	Manage the enrollment process for Janus practitioners within Cal-PM, ensuring accurate setup and configuration.
Claim Adjustment Mappings	Configure claim adjustment reason code mappings to ensure accurate financial processing and reporting.
Compliance & System Integration	Set up compliance rules and integrate Cal-PM with related systems for seamless data exchange and workflow integration.
Training	<p>Super Users: Up to 15 users, 2-hour sessions, focusing on program structure, service codes, practitioner enrollment, and compliance configurations.</p> <p>End Users: Up to 15 users per session, 4-hour classes covering operational tasks and day-to-day use.</p>

ProviderConnect Enterprise with Janus	Scope of Services
System Code Definition	Define and map system codes specific to ProviderConnect Enterprise (PCE) for County and Janus, ensuring compatibility with existing systems.
Data Mapping & Configuration	Configure data mappings between PCE and the Janus myEvolv system(including Janus), ensuring accurate and efficient data flow.
Testing & Certification	Conduct system testing, obtain necessary certifications, and ensure the system meets all regulatory and operational requirements.
Janus Configuration & Implementation	<p>Configure PCE for Janus, leveraging existing Avatar functionality and incorporating any necessary additional configurations.</p> <p>This implementation only supports Product Forms. For modeled forms to be used, a development effort would need to be undertaken to support the integration.</p>
Maintenance & Support	Set up maintenance protocols, including Super User training and ongoing system support processes.
Training	<p>Super Users: Up to 15 users, 2-hour sessions, focusing on system code definitions, data mapping, and PCE configuration for County and Janus.</p> <p>End Users: Up to 15 users per session, 4-hour classes covering operational tasks and day-to-day use.</p>

5. Assumptions

- a. Netsmart will devote sufficient resources and timely communication to the project in order to ensure its reasonable success.
- b. Professional services quotes do not include travel, living, or travel time expenses, as all services will be delivered remotely unless otherwise approved.
- c. Cancellations of events must be given two (2) weeks before scheduled activities onsite; otherwise, the Client will still be charged for travel that has been booked.
- d. The Client will provide sufficient resources and timely communication to the project to assure its reasonable success. If it is part of the project's planning and expectations, 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.
- e. Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda.
- f. Netsmart will share available recommended practices during the implementation.
- g. The Client will assign a named individual with authority and accountability for signing off on project completion.
- h. The Client is updated to the current maintenance release at the beginning of the project.

6. Location of Work & Client Responsibilities

All work by Netsmart will be conducted remotely.

<u>Scope of Work – Application Managed Services (AMS)</u>
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Purpose

The purpose of this SOW is to outline the deliverables for the Application Management portion of the above agreement including what is included in the scope, who is responsible for specific deliverables, and definitions for the deliverables.

Points of contact

Netsmart will provide a central point of contact who will be responsible for review of services requested as well as the priority/timing for when those services can be completed based on budgeted hours.

Client will appoint a central point of contact who will be responsible for coordinating and validating all requests and priorities in coordination with the Netsmart central point of contact.

Scope Exclusions

The following items are specifically excluded from the scope of work under the Agreement:

- Project work or implementation services of other Netsmart products that integrate with, but are separate from, the Application. Also includes project work that significantly changes the existing setups of the Client's Application.
- Application release upgrade services for self-hosted clients
- New location rollouts for multi-agency environments
- Training of general Application concepts and use
- State reporting implementation
- 3rd party applications
- Changes to Application source code for which engineering is required
- Webservices / Scriptlink (Avatar only)
- Technical infrastructure and corresponding infrastructure services
- SQL Server Database Management/Optimization

Responsibilities Matrix

Netsmart and Client will perform their respective obligations as set forth below.

Application Issue Response	Netsmart	Client
Perform Help Desk Functions		X
Document Initial Cases		X
Provide troubleshooting expertise, incident, and problem resolution related to the Application	X	
Recommend short-term and long-term	X	

alternative resolutions to incidents and problems		
Follow Netsmart policies for handling patient data	X	
Provide Client with monthly service reports	X	
Resolve Network and Hardware Related Issues		X
As Needed Coordinate Work with Netsmart Technical Support		X
Document Resolution	X	X
Maintenance of Managed Software	Netsmart	Client
Request Application Changes		X
Participation in Change Control Process	X	X
Perform Application Change in Non-Production Domain	X	
Test Application Changes in Non-Production	X	X
Perform Application Change in Production	X	
Validate Application Changes in Production		X
Communicate Changes to Client	X	
Provide Client with monthly service reports	X	
Communicate Changes to End Users		X
Report Development	Netsmart	Client
Request Reports and Document Desired End Goal		X
Create Reports	X	
Troubleshoot issues with existing reports	X	
Modify existing Reports	X	
Test Reports	X	X

Communicate Report to End Users		X
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Netsmart will address changes to the Application, which includes development of new or changes to existing forms, reports, finance, and general discussions regarding Application maintenance and use. Request for maintenance changes will be vetted by existing governance structures at the Client site.

- Total work will be limited to 30 hours per month for 6 months.
- Unused hours cannot be rolled into the next month, unless agreed upon by the parties.
- AMS will be provided for one (1) production domain and one (1) non-production domain that Client utilizes for the Applications.

AMS services will be delivered through remote connectivity to Client’s systems.

<u>Scope of Work – Health Check</u>
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1. Purpose

The purpose of this health check is to do a post-implementation review of the myAvatar solution. Over the course of this engagement, Netsmart will meet with a variety of roles to understand the success and challenges of post-implementation. Netsmart will focus on their day-to-day activities and walk through the actual workflows when possible to discuss the current status of the myAvatar roll-out. As part of this process, Netsmart will review the challenges current users are facing to determine how to best meet their needs and objectives. These needs and objectives may be addressed through training, optimization of existing functionality, or the introduction of new functionality through existing solution capabilities or potential development change requests.

The items outlined in this document should not take away from the things that were accomplished during the initial system implementation. Healthcare and technology are changing at a rapid pace. Systematic reviews of your Electronic health records should become a standard part of operations, making sure you are taking advantage of new functionality and continuing to optimize for efficiency, effectiveness and satisfaction. This is a typical process of any EHR implementation and is a Netsmart best practice recommendation. The remote Health Check is designed to assist clients with reviewing opportunities to better leverage the capabilities of myAvatar.

2. Project Duration

The project start date is based upon the Effective Date of the Amendment, mutually agreed upon and both parties' overall availability for the Health Check. Netsmart requires a minimum of forty-five (45) calendar days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities.

3. Scope of Services

The structure of this assessment will be a pre-planning meeting, followed by the 3-day remote meeting. The Netsmart Consultants will prepare a formal write-up and present the findings to Client remotely.

a) Scope of Work**i) Pre-planning**

- (1) Client will prepare a list of potential users for review based on their current workflows or issues.
- (2) Netsmart will conduct an introductory call with Client to discuss all potential users in need of review and to discuss and review the process. Future goals and direction will

also be discussed in order to capture context and align to Client longer term objectives.

- (3) The output of the pre-planning phase will be an agreed upon agenda and logistics for the remote meeting, as well as an agreement by Client to the resources required for the review. The standard agenda topics are listed below.

ii) Remote Discovery Session

- (1) Netsmart will provide two (2) Netsmart Consultants to perform a 3-day remote discovery session. This session will cover the topics identified by the pre-planning process. The session will be coordinated jointly by Client and Netsmart.
- (2) Client will ensure that the appropriate resources are available to meet during scheduled time. If there are any time constraints during the 3 days remote Client will prioritize as they see fit. Any topics not covered in the session will not be considered to be part of the review.
- (3) The following topics are typically reviewed, but this list will be mutually updated after the pre-planning process.
 - (a) Clinical/Case Management Workflow / Application
 - (i) Review the intake process
 - (ii) Review the clinical/Case documentation process
 - (iii) Review the treatment/Support planning process
 - (iv) Review currently used workflows & Routing setups
 - (v) Review the currently used reports, as well as the need for additional reports.
 - (vi) Discuss functionality available but currently not used by Client
 - (b) Financial Topics
 - (i) Review billing specific workflows and processes from charge entry, through billing, to remittance and AR.
 - (ii) Review the current process for scrubbing billing files for errors.
 - (iii) Review current process for eligibility verification.
 - (iv) Review of existing reports as they relate to Revenue Cycle Management.
 - (v) Review current re-billing process.

iii) Analysis and Findings Report

- (1) The findings report will follow the session within two (2) weeks of the completion of the event. This report will include a summarization of the topics discussed during the session as well as Netsmart's recommendation for any applicable optimization work. Netsmart will provide an assessment of the value and relative prioritization of each recommendation. Netsmart will include in the documentation a follow-up detailing the key decisions made during the consulting visit and all configuration changes that resulted or are suggested as a byproduct of the health check (as well other recommendations related to system use).

- (a) These recommendations may include:
 - (i) The recommendation to implement unused functionality
 - (ii) The recommendation to create custom reports or forms.
 - (iii) The recommendation to change existing workflows.
 - (iv) Additional end user & system administrator training

Netsmart and Client will meet within two (2) weeks of the delivery of the remote discovery session report to discuss Netsmart's findings and recommendations and to plan any applicable next steps. This conversation will be done remotely at a mutually agreed upon time.

4. Assumptions

- a. Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- b. Client will provide resources as identified in the work breakdown structure of the project plan.

5. Client Responsibilities

- a. Participation in pre-planning activities
- b. Ensure that the appropriate resources are available to meet during the time agreed upon.
- c. Participation in analysis presentation and prioritize configurations for deployment
- d. Participate in further definition and meetings for the configurations requested
- e. Review, test, and confirm delivery of the configurations deployed
- f. Configuration changes are not included in this agreement

Certificate Of Completion

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Lead Assistant County County Counsel

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Gina Borasi

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GINA.BORASI@SANTACRUZCOUNTYCA.GOV

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Risk Manager

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County of Santa Cruz

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Joseph McGovern

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jmcgovern@ntst.com

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Miku Sodhi

Miku.Sodhi@santacruzcountyca.gov

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

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Envelope Updated	Security Checked	1/31/2025 1:12:31 PM
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Envelope Updated	Security Checked	1/31/2025 5:12:56 PM
Envelope Updated	Security Checked	2/3/2025 12:20:54 PM
Envelope Updated	Security Checked	2/3/2025 12:20:54 PM
Envelope Updated	Security Checked	2/3/2025 12:20:54 PM
Envelope Updated	Security Checked	2/3/2025 12:20:54 PM
Envelope Updated	Security Checked	2/3/2025 12:20:54 PM
Envelope Updated	Security Checked	2/3/2025 12:20:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		