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**MASTER AGREEMENT #24H3994****AMENDMENT I**

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**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.

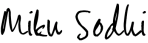
For the period beginning on the effective date of this First Amendment to the Agreement, and continuing through the remaining term of the Agreement, for the services provided herein, the expenditures shall be in accordance with the Amended Schedule B - Payment Schedule and Terms incorporated herein and 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
<b>Total</b>	<b>\$ 747,282.13</b>	<b>\$ 777,173.41</b>	
New Purchases - Amendment 1	July 2024 - June 2025	July 2025 - June 2026	Payment Term
<b>One-Time Fees</b>			
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
<b>Recurring Fee</b>			
ProviderConnect Enterprise Subscription Fee	\$ 30,000.00	\$ 30,000.000	Due upon Go-Live and Billed Quarterly thereafter
<b>Total</b>	<b>\$ 285,000.00</b>	<b>\$ 30,000.000</b>	
<b>Grand Total</b>	<b>1,032,282.13</b>	<b>\$ 807,173.408</b>	


**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.

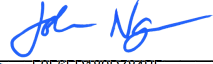
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Director of Health Services or Designee  
Health Services Agency


By: DocuSigned by:  
  
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Executive Vice President  
Netsmart Technologies Inc.

**APPROVED AS TO FORM**

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

**APPROVED AS TO INSURANCES**

By: Signed by:  
  
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Risk Management  
Date: 2/3/2025

<b>Exhibit 1 – Statement of Work</b>
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## **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**

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

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

<b>ProviderConnect Enterprise with Janus</b>	<b>Scope of Services</b>
<b>System Code Definition</b>	Define and map system codes specific to ProviderConnect Enterprise (PCE) for County and Janus, ensuring compatibility with existing systems.
<b>Data Mapping &amp; Configuration</b>	Configure data mappings between PCE and the Janus myEvolv system(including Janus), ensuring accurate and efficient data flow.
<b>Testing &amp; Certification</b>	Conduct system testing, obtain necessary certifications, and ensure the system meets all regulatory and operational requirements.
<b>Janus Configuration &amp; Implementation</b>	<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>
<b>Maintenance &amp; Support</b>	Set up maintenance protocols, including Super User training and ongoing system support processes.
<b>Training</b>	<p><b>Super Users:</b> Up to 15 users, 2-hour sessions, focusing on system code definitions, data mapping, and PCE configuration for County and Janus.</p> <p><b>End Users:</b> 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.

<b><u>Scope of Work – Application Managed Services (AMS)</u></b>
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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
- 3<sup>rd</sup> 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.

<b>Application Issue Response</b>	<b>Netsmart</b>	<b>Client</b>
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
<b>Maintenance of Managed Software</b>	<b>Netsmart</b>	<b>Client</b>
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
<b>Report Development</b>	<b>Netsmart</b>	<b>Client</b>
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.

## **Scope of Work – Health Check**

### **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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Signatures: 4

Envelope Originator:

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## Signer Events

John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

## Signature

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Accepted: 6/12/2024 8:53:19 AM

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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

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## Electronic Record and Signature Disclosure:

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Joseph McGovern

jmcgovern@ntst.com

EVP

Netsmart Technologies, Inc.

Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style  
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## Electronic Record and Signature Disclosure:

Accepted: 2/6/2025 12:45:37 PM

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Miku Sodhi

Miku.Sodhi@santacruzcountyca.gov

Assistant Director, HSA

Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style  
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## Electronic Record and Signature Disclosure:



Signer Events	Signature	Timestamp
Accepted: 10/2/2023 11:15:55 PM ID: 901c9f66-b041-411a-a235-4e510cde5bdd  CBD eSignature cbd.esignature@santacruzcountyca.gov County of Santa Cruz Security Level: Email, Account Authentication (None)	<b>Signed</b> 	Sent: 2/25/2025 1:26:50 PM Viewed: 2/27/2025 11:54:29 AM Signed: 2/27/2025 11:55:23 AM Freeform Signing
Using IP Address: 63.194.190.100		

**Electronic Record and Signature Disclosure:**  
Accepted: 6/20/2024 3:08:48 PM  
ID: 4b7794de-1393-406f-a9a3-56a92d4b90d7

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>		
Maite Arce Maite.Arce@santacruzcountyca.gov Associate Analyst County of Santa Cruz Security Level: Email, Account Authentication (None)	<b>VIEWED</b>  Using IP Address: 63.194.190.170	Sent: 2/6/2025 12:46:15 PM Viewed: 2/25/2025 11:04:37 AM Completed: 2/25/2025 11:10:03 AM Freeform Signing
<b>Electronic Record and Signature Disclosure:</b> Accepted: 3/29/2022 4:56:31 PM ID: 70c46901-390f-4f85-835d-95aea61b72d1		

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>		
HSA ADMIN HSA.AdminProcessing@santacruzcountyCA.GOV Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/27/2025 11:55:25 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/24/2024 2:34:11 PM ID: 00c89360-1e1f-479f-918e-15cefaa8da5a		
Michael McLay Michael.McLay@santacruzcountyca.gov ASM County of Santa Cruz Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/27/2025 11:55:25 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/28/2022 7:36:10 PM ID: 13a643a1-3c1c-41dd-9109-1bc5ba631866		
Ruth Hong Ruth.Hong@santacruzcountyca.gov County of Santa Cruz Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/27/2025 11:55:25 AM
<b>Electronic Record and Signature Disclosure:</b>		

Carbon Copy Events	Status	Timestamp
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Accepted: 6/12/2023 10:28:00 AM  
ID: fcf1a6dd-5525-49f3-87f7-36a7a7dd5af0

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/31/2025 12:03:15 PM
Envelope Updated	Security Checked	1/31/2025 12:04:55 PM
Envelope Updated	Security Checked	1/31/2025 12:04:55 PM
Envelope Updated	Security Checked	1/31/2025 12:04:55 PM
Envelope Updated	Security Checked	1/31/2025 12:04:55 PM
Envelope Updated	Security Checked	1/31/2025 1:12:31 PM
Envelope Updated	Security Checked	1/31/2025 1:12:31 PM
Envelope Updated	Security Checked	1/31/2025 1:12:31 PM
Envelope Updated	Security Checked	1/31/2025 5:12:56 PM
Envelope Updated	Security Checked	1/31/2025 5:12:56 PM
Envelope Updated	Security Checked	1/31/2025 5:12:56 PM
Envelope Updated	Security Checked	1/31/2025 5:12:56 PM
Envelope Updated	Security Checked	1/31/2025 5:12:56 PM
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
Envelope Updated	Security Checked	2/25/2025 11:10:03 AM
Certified Delivered	Security Checked	2/27/2025 11:54:29 AM
Signing Complete	Security Checked	2/27/2025 11:55:23 AM
Completed	Security Checked	2/27/2025 11:55:26 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Santa Cruz**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.