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_____ and is between Netsmart Technologies, Inc., a Delaware Corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

A. On May 21, 2024, the County and the Contractor entered into a service agreement, which is County agreement number A-24-224, for support and maintenance of myAvatar, the Clinician Workstation and Mobile Module System (“CWS”), and consulting services in support of the Department of Public Health’s nursing case management modules, and Laboratory Information Management Systems (“LIMS”).

The parties therefore agree as follows:

“3.2 Maximum Compensation. Pursuant to Article 4 of this Agreement, the term of this Agreement for a three-year term, with two, optional 12-month extension periods.

The total maximum compensation payable to Contractor during the initial term of this Agreement is One Million, Two Hundred Fifty-Two Thousand, Two Hundred Thirty-Six Dollars 95/100 (\$1,252,236.95). If this Agreement is extended for the first additional year as provided in Article 4, the total maximum compensation payable to Contractor will increase to One Million, Six Hundred Fifty-Eight Thousand, Eight Hundred Fifty-Seven Dollars 20/100 (\$1,658,857.20). If this Agreement is extended for the second additional year as provided in Article 4, the total maximum compensation payable to Contractor for

Contractor Products and Services will increase to Two Million, Eighty-One Thousand, Seven Hundred Forty-Two Dollars 26/100 (\$2,081,742.26). In the event the total maximum compensation amount in the Initial Term, Year 4, and/or Year 5 is not fully expended, the remaining unspent funding amounts shall roll over to each subsequent term's established maximum compensation. The total maximum compensation for the contract's services under this Agreement shall not exceed Two Million, Eighty-One Thousand, Seven Hundred Forty-Two Dollars 26/100 (\$2,081,742.26) for the full five-year term, inclusive of all extensions.

(A) **Additional Services.** The County may request additional service. Additional Services shall only be performed, and Additional Service fees shall only be paid to Contractor upon County's written request. Interfaces shall be negotiated at the time they are needed and shall be agreed upon by both parties in writing. In no event shall the total maximum compensation paid by County to Contractor for Additional Services for the possible five (5) year term of this Agreement exceed Three Hundred Thousand Dollars 00/100 (\$300,000.00). Should Additional Services be initiated, the total possible maximum compensation payable to the Contractor under this agreement is Two Million, Three Hundred Eighty-One Thousand, Seven Hundred Forty-Two Dollars 26/100 (\$2,381,742.26) commencing as of the Agreement effective date, and for the entire term of the Agreement.

The Contractor acknowledges that the County is a local government entity and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement."

2. All references in the Agreement to "Exhibit A" shall be changed to read "Revised

Exhibit A,” where appropriate, attached hereto and incorporated herein by reference.

3. All references in the Agreement to “Exhibit B” shall be changed to read “Revised Exhibit B,” where appropriate, attached hereto and incorporated herein by reference.

1. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.

2. The Contractor represents and warrants to the County that:

a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.

b. The individual signing this Amendment on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment legally binds the Contractor to the terms of this Amendment.

3. The parties agree that this Amendment may be executed by electronic signature as provided in this section.

a. An “electronic signature” means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

b. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

1 d. Each party using a digital signature represents that it has undertaken and satisfied
2 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
3 through (5), and agrees that each other party may rely upon that representation.

4 e. This Amendment is not conditioned upon the parties conducting the transactions
5 under it by electronic means and either party may sign this Amendment with an
6 original handwritten signature.

7 4. This Amendment may be signed in counterparts, each of which is an original, and all of
8 which together constitute this Amendment.


9 5. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
10 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
11 effect.

12 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 NETSMART TECHNOLOGIES, INC.

COUNTY OF FRESNO

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5 _____
Joseph McGovern, EVP

4/22/2025

6 11100 Nail Avenue
7 Overland Park, KS 66211

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 56208550
13 Account No.: 7309
14 Fund No.: 0001
15 Subclass No.: 10000
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2 **ADDITIONAL DEFINITIONS**

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4 1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following

5 terms shall have the meanings specified:

6 Change Control Process means the process used by the Information Services Division

7 of COUNTY's Internal Services Department to inform COUNTY staff of new or updated

8 production use systems.

9 Confidential Information means all technical, financial and other information that is

10 disclosed by either party to the other, whether orally or in writing, any disputes, status reports,

11 scheduling updates, workflows, forms, reporting, the terms of this Agreement, pricing, Services,

12 Work Product, data (other than Protected Health Information which is protected in accordance

13 with the BAA), Documentation, all non-public information related to Contractor's products,

14 services and methodologies. "Confidential Information" does not include information (a) publicly

15 available through no breach of this Agreement; (b) rightfully acquired from a third party having a

16 bona fide right to disclose or make the same available; (c) independently developed or

17 previously known by a party; (d) Protected Communication; or that subject to Provisions 13.3

18 and 13.4 of the Agreement.

19 Data means all information collected, stored, processed or generated through Client's

20 use of the Software Services.

21 Documentation means the description and features of the Licensed Software and

22 Software Services as set forth on the Netsmart Wiki, which includes release notes. The

23 Netsmart Wiki can be accessed via the application or the NetsmartConnect support portal.

24 Products and Services – means the products and services made available to the County

25 pursuant to this Agreement, which may include Contractor Products and Services accessible for

26 use by the County on a subscription basis ("Software-as-a-Service" or "SaaS"), Contractor

27 professional services, content from any professional services or other required equipment

28 components or other required hardware, as specified in each Order or SOW.

License is the license granted under this Agreement, and the rights and obligations that

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it creates under the laws of the United States of America and the State of California, including without limitation, copyright and intellectual property law.

Order or Statement of Work (SOW) means a written order, proposal, or purchase document in which the Contractor agrees to provide and the County agrees to purchase specific Contractor Products and Services. Statement of Work (SOW) means a written order, proposal, or purchase document that is signed by both Parties and describes the Contractor Products and Services to be provided and/or performed by the Contractor. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Contractor Products and Services, as specified in each Order or SOW placed hereunder.

Order Term means the then-current duration of performance identified on each Order or SOW, for which the Contractor has committed to provide, and the County has committed to pay for, Contractor Products and Services.

Problem or Defect means any failure of the Licensed Software or Software Services to operate in substantial conformance with the Documentation.

Support means the ongoing support and maintenance services performed by the Contractor related to the Contractor Products and Services as specified in each Order or SOW placed between the Parties.

Support Services means the application maintenance and support services provided by Contractor for the Software Services.

System refers to the System Software and System Documentation, collectively, including all modifications and enhancements.

System Documentation means the documentation relating to the System Software, including all manuals, reports, brochures, sample runs, specifications, and other materials provided by CONTRACTOR in connection with the System Software.

System Software is Contractors Products and Services provided and hosted by a Contractor provided SaaS environment. System Software does not include operating system software, or any other third-party software.

System Software Maintenance and Support and Support means software hosting for

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1 System Software, regular software updates to System Software, and support provided for
2 System Software in case of errors, mistakes, or other technical difficulties.

3 Work Product means any documentation, technique, methodologies, inventions, reports,
4 software, or procedures developed, conceived or introduced by Contractor during the course of
5 this Agreement, whether acting alone or in conjunction with County or its employees, Users or
6 others. Work Product does not include any Client Confidential Information or Data.

7 **2. Warranties & Disclaimers.** Contractor warrants that all services performed under this
8 Agreement will conform in all material aspects with the requirements of this Agreement and
9 their specifications. Contractor warrants that it takes all commercially reasonable precautions
10 that are standard in the industry, in California, to increase the likelihood of a successful
11 performance for the Contractor Products and Services.

12 Except as provided in herein provided, each Party hereby disclaims any and all other
13 warranties of any nature whatsoever whether oral and written, express or implied, including,
14 without limitation, the implied warranties of merchantability, title, non-infringement, and fitness
15 for a particular purpose. Contractor does not warrant that Contractor Products and Services will
16 meet County's requirements.

17 **3. Project Deadlines.** It is understood and agreed by both parties to this Agreement that if
18 all the work specified or indicated in the Order or SOW is not completed within the specified
19 time frames set forth in the Order or SOW, or within such time limits as extended, County may
20 elect to terminate without clause as discussed in section 6.3, provided however, nothing in this
21 Section A.9 limits any of County's remedies under this Agreement for Contractor's breach of
22 this Agreement.

23 **4. Contractor's Project Coordinator.** Upon execution of this Agreement, Contractor shall
24 appoint a Project Coordinator who will act as the primary contact person to interface with
25 County for the services discussed in this Agreement.

26 **5. Documentation.** Contractor shall provide to County access to on-line System
27 Documentation. Contractor shall update new on-line System Documentation corresponding to
28 all new Software Upgrades. All System Documentation is to be used by County only for the
purposes identified within this Agreement.

1 6. **Technical Information.** Contractor will provide technical information to County. Such
2 information may cover areas regarding the software discussed in this Agreement, third party
3 software, and other matters considered relevant to County by Contractor. Technical information
4 will be provided at the discretion of Contractor but will not be unreasonably withheld.

5 7. RESERVED.

6 8. **Adhere to Change Control Process.** Contractor employs a procedure to implement
7 updates, upgrades, and version releases to a system that is in production use. This forum
8 allows Contractor to inform County of upcoming changes to a production system. Contractor
9 must inform County a minimum of one (1) week prior to any planned, non-emergency changes
10 so that the Change Control Process may be followed.

11 9. **Storage and Sending.** If any services specified in this Agreement are used to store
12 and/or send Confidential Information, Contractor must be notified in writing, in advance of the
13 storage or sending. Should County provide such notice, County must ensure that Confidential
14 Information is stored behind a secure interface and that Contractor Products and Services be
15 used only to notify people of updates to the information that can be accessed after
16 authentication against a secure interface managed by County.

17 10. **Support Services.** The following is a description of the Support Services to be
18 performed by Contractor during the time period in which the County is purchasing Support
19 Services.

20 a. Contractor will support and maintain the most current version of the Licensed Software
21 in substantial conformance with applicable Federal laws. County acknowledges and agrees
22 that, in the event County has chosen to utilize a less than current version of the Licensed
23 Software or has missed any mandatory upgrades, County will bring the Licensed Software up
24 to Contractor's then-current version in order for County to maintain compliance with applicable
25 Federal law.

26 b. Priority 1 issues must be called in directly to the Contractor Support department.
27 For all other concerns County can call or use Contractor's designated online support system to
28 log issues specifying a Problem or Defect in the Licensed Software.

c. If self-hosted, County will provide and maintain, at its expense, hardware and/or software to allow Contractor to access County's system remotely.

d. Contractor will also provide County with: (a.) updates that are distributed without charge to other similar clients which reflect modifications and incremental improvements made to the Licensed Software by Netsmart; (b.) an opportunity to obtain enhancements to the Licensed Software for which fees are imposed on the same terms as such enhancements are generally made available to other clients.

e. Contractor will provide a toll-free problem reporting and support telephone line available 8:00 a.m. to 5:00 p.m., Central time Monday through Friday, exclusive of Federal holidays.

f. County agrees to grant Contractor access to the Licensed Software on County's system(s) for the sole purpose of performing Contractor's obligations under this Agreement. Netsmart will ensure all connectivity to Contractor's system is through a single point of connectivity utility which audits Contractor's activity on County's system(s) when Contractor is connected to County's system(s). These audit logs are retained for 90 days.

g. If reasonable analysis by Contractor indicates that a reported Problem or Defect is caused by a problem related to hardware used by County, the hardware's system software, or applicable software other than Licensed Software, or County's misuse or modification of the Licensed Software, Contractor's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Licensed Software.

h. If analysis by Contractor indicates that a reported problem is caused by a reproducible Problem or Defect, Contractor will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:

Priority	Definition
1 - Critical	Priority 1: will be assigned when the Licensed Software or a material functional component thereof is non-operational as a result of a defect, in the production environment only, such as the production system cannot be accessed or utilized in any capacity, a

	<p>direct patient safety issue is present, or a HIPAA compliance violation as a result of a server incident or Netsmart application defect. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days. Notwithstanding the above, Netsmart will work continuously toward resolution.</p> <p><u>County's Commitment:</u></p> <ul style="list-style-type: none"> • This case Priority must be called in directly to the Netsmart Support department. • County provides specific, detailed information required for troubleshooting/investigation. • County provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate County resources, the case will be downgraded to Priority 2 after three business days.
<p>2 - High</p>	<p><u>Priority 2:</u> will be assigned to defects in the live production environment that have a significant negative impact on daily operations but do not cause a "System Down". A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days.</p> <p><u>County's Commitment:</u></p> <ul style="list-style-type: none"> • County provides specific, detailed information required for troubleshooting/investigation. • County provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate County resources, the case will be downgraded to Priority 3 after six business days.
<p>3 - Medium</p>	<p><u>Priority 3:</u> will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of function, including issues in which a reasonable</p>

	<p>workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems, or to provide a plan for such correction, within ten (10) business day.</p> <p><u>County's Commitment:</u></p> <ul style="list-style-type: none"> • County provides specific, detailed information required for troubleshooting/investigation. • County provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate County resources, the case will be downgraded to Priority 4 after eleven (11) business days.
<p>4 - Low</p>	<p><u>Priority 4:</u> will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business day.</p> <p><u>County's Commitment:</u></p> <ul style="list-style-type: none"> • County provides specific, detailed information required for troubleshooting/investigation. • County provides appropriate staff and resources to sustain continuous communication and work effort as required.

11. **Downtime.** Downtime shall be defined as System non-availability due to System Software error, malfunction, or due to System Software Maintenance and Support activity other than in accordance with the scheduling parameters set forth in this Agreement. Examples of Downtime include, without limitation, County and public cannot access the System for reasons within Contractor's Control or any functional Component of the System or Interference is not available and is within Contractor's Control. County requires that there be no unscheduled Downtime for routine System Software Maintenance and Support of the Application Software. County will accept occasional scheduled Downtime, not to exceed, four (4) hours, for significant

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non-routine Updates and maintenance to be scheduled by Contractor. Routine System Software Maintenance and Support includes such tasks as major System Software version Updates. Contractor shall use its best efforts to keep scheduled Downtime for non-routine maintenance to a minimum (99.9% up time guarantee).

12. **Data Sources.** Data uploaded into Contractor Products and Services must be brought in from County sources (interactions with end users and opt-in contact lists). County cannot upload purchased contact information into Contractor Products and Services without Contractor' written permission and professional services support for list cleansing. Contractor certifies that it will not sell, retain, use, or disclose any personal information provided by County for any purpose other than retaining, using, or disclosing such personal information for the specific purpose of performing the services outlined within this Agreement.

13. **Passwords.** Passwords are not transferable to any third party. County is responsible for keeping all passwords secure and all use of the Contractor products and services accessed through County's passwords.

14. **County Feedback.** County will provide feedback to Contractor with any suggestion, enhancement, request, recommendation, correction or other feedback provided by County relating to the use of the Contractor Products and Services. Contractor may use such submissions as it deems appropriate in its sole discretion.

15. **Third Party Disclaimer - Closed Captioning and Meeting Services.** County and Contractor may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, County expressly understands that the third party is an independent contractor and not an agent or employee of Contractor. Contractor is not liable for acts performed by such an independent third party.

16. **Software Services License Terms.** Contractor hereby grants County a non-exclusive, royalty-free, non-transferable subscription license to use the Software Services only:

- i. for County's internal business purposes and not to process the data of any other entity;
- and

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ii. to support the Scope of Use for the Software Services set forth on the applicable Statements of Work.

License Rights. The license rights granted in this section may be exercised by County, its employees and independent contractors (provided that such independent contractors are not competitors of Contractor (each a “User”). County shall be responsible for each User(s) compliance with the terms of this Agreement.

License Restrictions. Except as expressly stated in this Agreement, no other rights, express, implied or otherwise, are granted to County and Contractor reserves all rights not expressly granted herein. County will not permit the Software Services or Third Party Products (i) to be disassembled or reverse engineered, (ii) to be sold, disclosed, leased, subleased, lent or otherwise made available to others including third party hosting providers, (iii) to be or attempted to be accessed, modified, make additions to or altered, (iv) make any derivations, adaptations, or translations in whole or in part, (v) County shall not transmit malware including but not limited to malicious codes, viruses, Trojan horses or similar mechanisms, and/or (vi) to be used to develop functionally similar computer software or to otherwise compete with Netsmart. No copies of the Software Services or Third Party Products may be made by County without the prior written consent of Contractor except for backup purposes in accordance with normal data processing practices. County agrees to reproduce any copyright notices and/or other proprietary legends, regardless of form, contained in, affixed to, or appearing on the Software Services and Third Party Products.

Third Party Products. Third Party Products are licensed subject to the same restrictions as are set forth in this Agreement. Third Party Products are also subject to and County agrees to the pass through terms that apply to those Third Party Products at <https://www.ntst.com/lp/pass-through-terms>. Notwithstanding the foregoing, nothing

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contained in the third party pass through terms will diminish or replace Contractor's obligations under the terms of this Agreement.

Software Title. The Software Services are proprietary to contractor and are based upon and contain trade secrets and other Confidential Information. Contractor reserves title to the Software Services and all other rights not expressly granted herein.

Scope of Use Audit. County acknowledges that Contractor has access to view County's actual Scope of Use and will periodically verify County's actual Scope of Use of the Software Services. Should this verification identify usage of the Software Services in excess of the Scope of Use contracted for, County agrees to true-up the Scope of Use to the current usage levels.

17. **Product Descriptions.**

Product	Description
AMA CPT Code Subscription	AMA CPT Code - American Medical Association CPT Code Subscription - pricing based on Named Users
Red Hat Jboss Subscription	Red Hat Jboss - Java Application for Self-Hosted Clients
Avatar CWS Maintenance	Avatar CWS - Clinician WorkStation Maintenance
Avatar HL7 Interface Maintenance	Avatar HL7 - HL7 Interface that allows transferring data between Avatar and any other system that supports HL7
Avatar POS Scanning Maintenance	Avatar POS - Scanning by Perceptive
Diagnosis Content on Demand Subscription	Diagnosis Content on Demand - Includes access to the DSM-5 Library
Support Internal-Avatar-Avatar	Support Internal - Avatar - Maintenance Fee
Orchard Enterprise Lab Maintenance & Support	Orchard/Harvest - provides Labs with software, services and support

NETSMART HOSTING ADDENDUM TO LICENSE

This Addendum dated May 20, 2025 (the “Addendum Effective Date”) is a supplement to the terms of the License and Services Agreement dated as of May 21, 2024, (“Agreement”) by and between Netsmart Technologies, Inc. a Delaware corporation (“Netsmart”) and the County of Fresno, a political subdivision of the State of California (“Client”).

1. **PURPOSE OF ADDENDUM.** This Addendum states the terms and conditions under which Netsmart will provide software hosting services and permit Client to load Data on the Hosted System via a virtual private network (“VPN”) or Secure Socket Layer (“SSL”).
2. **DEFINITIONS.** Capitalized terms in this Addendum that are not defined below will have the same meaning as the terms that are given in the Agreement. All references to Schedules mean the Schedules attached to this Netsmart Hosting Addendum unless otherwise indicated.
 - a) “Data” means all information collected, stored, processed or generated through Client’s use of the Licensed Programs.
 - b) “Hardware Configuration” means the hardware required to install and/or operate the Licensed Software as set forth at <https://wikihelp.ntst.com/Special:Userlogin?returntotitle=Req#tab=login>, Username: Netsmart_Prospect and Password: Netsmart1.
 - c) “Hosted System” means the hardware and software in a cloud computing environment that are used to provide access to the Licensed Programs as defined in the Agreement.
 - d) “Month 1” means the first day of the first month after mutual contract execution.
 - e) “Netsmart Provided Hardware” means any equipment provided to the Client by Netsmart
 - f) “Protected Communication” mean those communications protected under 45 CFR § 170.403, Communications, of the 21st Century Cures Act (the “Communications Rule”), regarding the usability, interoperability or security of the Netsmart Licensed Programs; relevant information regarding users’ experiences when using the Licensed Programs; Netsmart’s business practices related to exchanging electronic health information; and the manner in which a user uses the Licensed Programs.
 - g) “Fees” means the amount to be paid by Client under this Addendum. The fees and associated payment terms for the Fees are set forth in Addendum Schedule 2(a).
 - h) “SLA” or “Service Level Agreement” describes the performance commitments of the Hosted System as available at Client’s site and is set forth in Addendum Schedule 2(b).
 - i) “Year 1” means the period from the Addendum Effective Date through its one year anniversary.
3. **HOSTING SERVICES**
 - a) The Hosted Services may be used with the required Hardware Configuration by Client only:
 - i) for Client’s internal business purposes and not to process the data of any other entity; and
 - ii) for access by the maximum number of named users permitted under the Agreement; and
 - iii) so long as the Client is not otherwise in default under the Agreement or this Addendum.The license rights granted in this section may be exercised by Client, its employees and independent contractors (provided that such independent contractors are not competitors of Netsmart) (each a “User”). Client shall be responsible for each User(s) compliance with the terms of this Addendum.
 - b) This Addendum does not convey to Client any title or ownership interest in the Hosted Systems or the Licensed Programs.
 - c) The Hosting Services covered by this Addendum are provided solely to Client. Client is prohibited from engaging in any activity that makes these Hosting Services available to third parties.
4. **TERM AND TERMINATION**
 - a) Term. See Term and Extension in Article 4.1 of MSA between Fresno County Public Health and Netsmart Technologies.
 - b) Early Termination. Client has the option to terminate the hosting relationship with Netsmart prior to the expiration of the Initial Term, on sixty (60) days’ notice to Netsmart and payment of an early termination fee equal to ten percent (10%) of the contracted remaining hosting fees through the expiration of the Initial Term.
5. **SERVICES**

- a) Hosting Services. Netsmart agrees to provide hosting services in accordance with the terms set forth on Addendum Schedule (b) attached hereto.
- b) Data Services. To the extent permitted by applicable law, Netsmart may (i) use and disclose Data as necessary to perform, analyze and improve the Services; (ii) use and disclose Data to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law HIPAA and (iii) deidentify PHI in accordance with the standards set forth in HIPAA and use and disclose such deidentified data.
- c) Data Security. Netsmart has a risk-based, independent third-party-audited Information Security Management System (“ISMS”) designed to enable Software Services and Support Services to be delivered in a secure manner and protect against threats to the security or integrity of Client’s Data. Netsmart aligns its ISMS with the National Institute of Standards and Technology (NIST) cybersecurity framework. Netsmart annually agrees to undergo SSAE18 SOC 2 Type 2 review of its data center operations and agrees to provide a summary of the report upon Client’s request.
- d) Suspension of Services. Netsmart may, upon advance written notice to Client, suspend Services without liability to Client in the event of (i) a threat to the security of Netsmart’s systems, the Services, or (ii) Client’s undisputed invoices are overdue and written notice has been provided by Netsmart, in addition to any other rights or remedies, including termination of this Addendum.

6. **PAYMENTS**

- a) Payments. Client agrees to pay Netsmart the Fees in the amounts and at the times set forth in Addendum Schedules. Payments are subject to completion of identified list of products and services, and payment terms as established within the ‘Payment Terms’ columns as set forth within the Revised Exhibit B to the Addendum to Agreement, attached hereto. With the exception of the initial invoice which is due contract signing, invoices are payable net Forty-Five (45) days after invoice date. Failure to make timely payment is considered a material default of the Agreement.
- b) Annual Increases. Netsmart agrees that it will not revise any recurring fees during the term of the Agreement and all fees are pursuant as set forth within the Revised Exhibit B to the Addendum to Agreement attached hereto.
- c) Taxes. The fees set forth in this Agreement do not include any taxes. Where applicable, taxes will be added to the fees, and Client will pay amounts equal to any taxes (however designated, levied, or based) on such fees including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart. If Client is tax exempt, Client will provide Netsmart a certificate of exemption from taxes.

- 7. **CONFIDENTIALITY**. Except as permitted in this Addendum, neither party will, nor will they permit their employees, agents, attorneys or independent contractors to, disclose, use, copy, distribute, sell, license, publish, reproduce, or otherwise make available confidential information of the other party. Each party agrees to secure and protect the other party’s confidential information using the same standard of care, but in no event less than reasonable care, that it uses to protect its own confidential information. Each party agrees to require their respective employees, agents, attorneys, and independent contractors who have a need to access confidential information to be bound by confidentiality obligations sufficient to protect the confidential information. Either party may disclose the other party’s confidential information to the extent required by applicable law or regulation, provided that, as permitted, it notifies the other party in writing as soon as practicable prior to such disclosure. Confidential Information does not include information (a) publicly available through no breach of this Agreement; (b) rightfully acquired from a third party having a bona fide right to disclose or make the same available; (c) independently developed or previously known by a party; or (d) Protected Communication. Notwithstanding the foregoing, Netsmart shall not prohibit or restrict or engage, nor shall anything contained herein be construed to permit or allow Netsmart to engage in a practice that prohibits or restricts a Client from any Protected Communications that are entitled to unqualified protection as defined and required under the ONC Final Rules (45 C.F.R. Parts 170 and 171). Client recognizes that Netsmart has a legitimate interest in the Protected Communications and that if Netsmart is not made aware of the issues that may be detailed in a Protected Communication, Netsmart is not able to resolve, correct or explain them. Netsmart encourages Client to report all such issues included in Protected Communications through Netsmart’s standard support process. Netsmart reserves all rights to assert that any prohibition or restriction imposed by Netsmart on Protected Communications is permitted because it is not entitled to unqualified protection under 45 C.F.R. 170.403(a)(2)(ii).

8. **GENERAL TERMS**

Except as expressly set forth in this Addendum, the relationship between Netsmart and Client will be governed by the provisions of the Agreement.

9. **SURVIVAL OF TERMS**

In the event this Addendum terminates pursuant to its terms, the Agreement will continue in full force and effect.

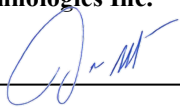
10. **CROSS DEFAULT**

A default by Client and resulting termination of the Agreement will similarly terminate all rights granted by this Addendum. A default and termination of this Addendum, however, will not constitute grounds for termination of the Agreement, unless the default under this Addendum would likewise be grounds for termination of the Agreement.

11. **USE OF NETSMART WEBSERVICES**

If separately purchased, Netsmart supports the use of Netsmart-provided web services in the hosted environmental platforms. A secure medium for transmission of web services data is required in order to connect to the cloud computing environment.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Addendum Effective Date.

<p>Netsmart Technologies Inc.</p> <p>BY: </p> <p>_____ Joseph McGovern _____ (PRINTED NAME)</p> <p>TITLE: <u>Executive Vice President</u></p> <p>DATE: <u>4/22/2025</u></p>	<p>BY: _____</p> <p>_____ (PRINTED NAME)</p> <p>TITLE: _____</p> <p>DATE: _____</p>
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Addendum Schedule 2(a)
Fees

Netsmart Professional Services

Item	Price	Payment Terms
Set-up Services: <ul style="list-style-type: none"> Building the live and test databases, the reporting systems, and the web server system in the cloud computing environment Installation of all Licensed Programs together with any patches for optimal performance Configuration & testing of software programs Establishing security infrastructure Establishing backup/disaster recovery environments Setting up VPN client, VPN appliance, or SSL connectivity One copy of client installable Checkpoint VPN Software (if applicable)	\$27,500	
Hosting Setup Fee – NIAM Federated Model	\$4,000	
NIAM Credential Migration Federated Model	\$42.50	
Data Migration from Client's Server to Netsmart Data Center	\$6,400	
Professional Services – Avatar – Hosting Flip Support and Data Warehouse Setup	\$11,000	
Plexus Cloud Services – Avatar – Data warehouse Implementation	\$9,000	
Avatar Data Warehouse Middleware License	\$38,500	
PaaS Hosting Setup Fee - Project Management of Orchard Services and PaaS Environment Setup	\$16,000	
PAAS Hosting Setup Fee – Harvest	\$10,000	
PAAS Hosting Setup Fee – Copia	\$10,000	
Professional Services - Third Party Services Orchard Project Planning, Harvest Move, Copia Move, Post Move Support	\$55,400	
Total Fees - Professional Services	\$187,842.50	30% (\$56,352.75) due upon Contract execution 40% (\$75,137.00) due on First Restore of Avatar data in the Netsmart Cloud 30% (\$56,352.75) due on Go Live

Recurring

Description	Payment Due Annually
<p>Hosting of Licensed Programs licensed by Client as described in Schedule A of the Agreement.</p> <p>Annual price is based per concurrent user per month per year for Up to 45 Concurrent User. Additional concurrent users can be purchased for an additional fee of \$132 per concurrent user per month.</p> <p>Annual fee will commence upon Addendum execution. Payments beyond Year 1 are due on each anniversary of the Effective Date during the Initial Term.</p>	\$71,280
Plexus Cloud Hosting Perceptive Disaster Recovery – for Up to 45 Concurrent User. Additional concurrent users can be purchased for an additional fee of \$14.28 per concurrent user per month.	\$7,711.20
Plexus Cloud Hosting Avatar Data Warehouse High Availability	\$21,648
Plexus Cloud Hosting – Avatar Identity and Access Management (NIAM) Federated – per named user	\$1,122
Avatar Data Warehouse Middleware Maintenance	\$8,085
Platform Hosting as a Service – COPIA PaaS Pricing	\$51,600
Platform Hosting as a Service – Harvest PaaS Pricing	\$31,200
Total Recurring Fees	\$192,646.20

*If Client has licensed Avatar and is moving to a cloud computing environment, the previous licenses for Cache from Intersystems are terminated and Client is no longer obligated to pay for Cache licenses as of the go-live date of the hosting environment.

Addendum Schedule 2(b)
Service Level Agreement for Hosting Services

1. Definitions.

- i. **Major System Change** means a material change to the system, including a backend upgrade, operating system upgrade, new release upgrade, SAN upgrade, database upgrade.
- ii. **Service Package** means software designed to fix identified Problems or Defects in the Software Services, including documentation and release notes made available with such patch or service pack.
- iii. **System Stabilization Period** is the period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change.

2. Coverage.

This Section sets forth the System Availability commitments for Software Services. If monthly System Availability (as defined below) falls below 99.9%, Netsmart will provide a credit against the Client's next monthly recurring Software Services fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

System Uptime %	Credit %
>= 99.0% and < 99.9%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

3. System Availability Calculation

- a) Netsmart will calculate System Availability as set forth below for each month during the Term.
- b) System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

$$\text{System Availability} = [(\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})] \times 100$$

Base Time equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

Unscheduled Downtime equals the time (in minutes) during which the production system is not operational (excluding "Scheduled Downtime") from the Netsmart-provided hosting facility internet connection based on the measuring methodology documented below.

Scheduled Downtime equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc

- c) Client is permitted to audit Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of Unscheduled Downtime. This audit must take place within 30 days of the month end.
- d) Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the recurring hosting fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.
- e) Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.
- f) If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.
- g) During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

4. Exceptions

Client shall not receive any credits under this Schedule in connection with any failure or deficiency of System Availability caused or associated with:

- a. an event of Force Majeure;
- b. Failure of access circuits to the Netsmart network, unless such failure is caused solely by Netsmart;
- c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
- d. Issues with FTP, POP, or SMTP Client access;
- e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Software Services;
- f. E-mail or webmail delivery and transmission;
- g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers; and

- h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.
5. **Scheduled Maintenance.** Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire cloud computing environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM – 5:30AM EST.
6. **Credit Request and Payment Procedures.**

In order to receive a credit, Client must submit a request for credit to Netsmart Accounting at AR@ntst.com, within thirty (30) days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing fees.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this Schedule cannot exceed the total hosting fees paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this Schedule if Client applied for and received a credit. Nothing in this Schedule precludes Client from pursuing an alternate contract remedy for any future incident that may occur.



Fresno County Public Health

Scope of Work

Plexus Cloud Hosting Conversion

Version 1.0

Document Version History

Release Date	Version #	Description
12/5/2024	V1.0	Scope of Work
12/13/2024	V2.0	Added Orchard Copia and Harvest to the SOW

Purpose

The purpose of this project plan is to outline the project performed to move the existing Fresno County Public Health inpatient self-hosted myAvatar, Server applications, and data to the Netsmart Plexus Cloud Service.

This scope of work does not impact or change any of the other Netsmart provided solutions beyond the hosting of solutions listed in Table 1 below. All fees for the Plexus Cloud Hosting Conversion are additive to the existing fees being paid for by the client. The one exception to this statement is the current fees being paid by Fresno County Public Health for Intersystem Cache maintenance. The Cache maintenance fees only will be cancelled once the Avatar solution is live in Netsmart’s cloud, and the Agency turns down its self-hosted on prem Avatar solution.

Once completed, the myAvatar solution will be hosted by Netsmart Technologies Inc. (NTST).

This Statement of Work must be included as an attachment to a signed quote or included in any contractual agreement.

Scope of Services

The following services and solutions are included as part of this project:



1. Professional Services:

- Create the following environments in the NTST Plexus cloud hosting environment:

Table 1: Solutions included for the Self-Hosted migration to Netsmart Hosted

Netsmart Solution	NIAM MFA Support	Live	UAT	Build	SBOX
myAvatar*	Yes (Across All Env)	Yes	Yes	Yes	Yes
myAvatar Data Warehouse	N/A	Yes	Yes	N/A	N/A
Perceptive (Document Capture)	N/A as accessed through Avatar	Yes	Yes	N/A	N/A
Orchard COPIA	No	Yes	Yes		
Orchard Harvest	No	Yes	Yes		
<p>*Note: myAvatar production will be connected to the CareConnect interfaces (Labs, CalAIM, HIE, ASAM). These interfaces are not deployed to other environments (UAT, Build, SBOX) due to the unavailability of corresponding third-party downstream non-production environments.</p>					

2. Installation and Configuration:

- Install and configure the myAvatar solution in the new hosting environments.
- Setup and configure the existing interfaces to work in the equivalent NTST hosted environments as the current Fresno County Public Health hosted environments.
- Migrate the existing Fresno County Public Health data to the appropriate NTST hosted environments.

3. Technical Project Management Services:

- If necessary, upgrade the database version to prepare for database migration to the new hosting environment.
- Provide Go-Live support services.
- Provide hosting services as described in the contractual agreement.



NTST Responsibilities

NTST will provide the following services:

1. Planning:

- Coordinate and organize meetings between Fresno County Public Health and NTST PMs and other required technical resources to gather all information to plan and design the build-out of the NTST hosted cloud environments.
- Develop a detailed go-live plan that outlines all steps and coordinates activities.

2. Build Execution:

- Assign and coordinate NTST resources to build out, install solutions, and migrate data to the NTST cloud hosted environments.
- Schedule necessary meetings, set agendas, and track action items for all tasks to be performed as part of the environment build.

3. Network Connections:

- Work with the Fresno County Public Health to establish a network connection between the NTST hosting centers and the Fresno County Public Health network.

4. Data Migration:

- Coordinate with Fresno County Public Health the migration of the existing myAvatar data from Fresno County Public Health hosted environments to the NTST hosting environments.
- Identify data sources, timing, and all required security to ensure a successful migration.

5. Testing and Validation:

- Validate that the new NTST hosted environment is set up and configured for access prior to any Fresno County Public Health testing.
- Work with Fresno County Public Health to jointly test the network connection and validate data migration.

6. Cutover and Go-Live:



- Manage the cutover and go-live tasks as established in the project planning.
- Coordinate with Fresno County Public Health resources for cutover tasks that will be Fresno County Public Health's responsibility.

Fresno County Public Health Responsibilities

Fresno County Public Health will provide the following:

1. Project Team:

- Staff a project team with the required skills to accomplish assigned tasks.
- Participate in project planning sessions and provide information requested as part of the planning sessions.

2. Hardware and Software:

- Complete desktop hardware, network, and bandwidth survey to ensure equipment and connectivity methods meet minimum solution requirements prior to Netsmart cloud environment build.
- For all end-users, provide the desktop hardware and operating system software and network connections to the internet required to access the Netsmart cloud environment.
- Provide any required LAN/WAN network hardware or software required to connect to the Netsmart data center.
- Provide agency side virtual VPN termination point (hardware, software, internet connectivity, and routing within the Agency environment) required to establish needed VPN for ODBC connectivity communications required both to query the Datawarehouse and for form, report, and widget development.

3. Custom Forms, Reports, Widgets Update and Test

- Update and test all custom forms, reports, and widgets to the new namespace.

4. Training and Testing:

- Certify Netsmart hosted solution interfaces, configurations, forms, reports, and data migration accuracy. This will require the agency to create and



execute a test plan addressing these aspects. The test results will be used as a part of declaring ready for go live.

- Attend training sessions (if any) related to this project.
- Conduct system testing and validation as defined in the planning process.
- Conduct any required end-user training (if any).

5. Project Communications:

- Manage and conduct project communications with end-users and/or other stakeholders or contracted third parties.
- Provide required staffing resources during the defined go-live period to assist in researching any issues.

6. Maintenance:

- Maintain Fresno County Public Health end-user hardware, operating systems, networks, and user identities/authorizations in the Netsmart solutions post Go-live.
- Update the current on-prem environment LIVE to an update level within two quarters of the current update level prior to migration to Netsmart hosted.
- Create a user file import for bulk load of NIAM enabled active users in Avatar.

Project Assumptions

- Netsmart and Fresno County Public Health will assign senior leadership to support the project, resource assignments, and assist in making any required leadership project decisions.
- Netsmart and Fresno County Public Health will devote sufficient resources and timely communication to the project to assure its success.
- Netsmart will establish the production (live) environment before the other environments. This environment will be used for testing for this project. The non-production environments (UAT, Build, and SBOX) will be delivered after the Go-Live of the production environment.
- Any new hardware or required network connections will be delivered and configured according to the final project schedule dates and/or contractual agreement.



- All NTST work for this project will be completed remotely. Onsite work by NTST would require a change in scope to the project.
- Fresno County Public Health's network and infrastructure resources will be available for network implementation meetings as needed.
- Initial data exchanges for the project can be accomplished through secure transmissions (i.e., VPN, sFTP).

Project Task Lead Expectations

Task	Fresno County Public Health	NTST
Project Planning	Support	Lead
Project Kick-Off	Support	Lead
Planning documents: project schedule, go-live cutover plan draft, staffing plan final, communication plan final, project risks	Support	Lead
Preparation of End User Desktop Environments	Lead	Support
Validate delivered Initial Environment	Support	Lead
Test delivered environment	Lead	Support
Cut over go-live plan final	Support	Lead
Migrate/Copy Data to NTST Plexus Cloud Environment (test migration)	Lead	Support
Setup data (test migration)	Support	Lead
Validate migrated data (test migration)	Lead	Support
Migrate/Copy Data to NTST Plexus Cloud Environment (final migration)	Lead	Support
Setup data (final migration)	Support	Lead
Validate migrated data (final migration)	Lead	Support



Task	Fresno County Public Health	NTST
End-users being productive use (Go-Live) - including enabling NIAM	Lead	Support

Timeline and Deliverables

Task	Name	Description	Task Order
1	Project Planning Kickoff		After contract execution
2	Project Plan and Project Schedule Task/Resources/Timelines	<p>The Project Plan will contain the following:</p> <ul style="list-style-type: none"> • staffing plan • communication plan • project schedule <ul style="list-style-type: none"> ○ Tasks ○ Resources ○ Timelines/Dates • go-live cutover plan draft • project risks <p>All task completion dates will be reviewed and mutually determined after the contract agreement is completed.</p>	After Task 1
3	Project Kickoff	<p>The project kickoff between Netsmart and the Fresno County Public Health will introduce the project details to the respective stakeholders including Fresno County Public Health leadership and stakeholders that may not be directly involved in the project. The kickoff meeting will set project expectations and emphasize the importance of the project, deliverables, and collaboration. Questions from the project stakeholders will be addressed.</p> <p>Expected Agenda</p> <ul style="list-style-type: none"> • Introductions • Overview of the Project • Project Communications • Project Tasks and Timeline • Questions 	Fresno County Public Health acceptance of Task 2



Task	Name	Description	Task Order
4	Production/LIVE Environment Build		Fresno County Public Health acceptance of Task 3
5	Cutover to Go-Live (using Production Environment)		Fresno County Public Health acceptance of Task 4
6	Non-Production Environment build out as per section 3.0 Scope of Services		Fresno County Public Health acceptance of Task 5

End Plexus Cloud Hosting Conversion Scope of Work



Fresno County Public Health

Scope of Work

Data Warehouse Implementation

Version 1.0

Document Version History

Release Date	Version #	Description
12/5/2024	V1.0	Scope of Work

Overview of Methodology

Data Warehouse Project

TA Call – Netsmart and Client Technical Staff

- Initial meeting to align on project timelines, milestones, and expectations for the Data Warehouse implementation.
-

Avatar System Patching – UAT

- Installation of required pre-patches for the Avatar Data Warehouse module.
 - Execution of the Avatar Data Warehouse Update process.
-

Server Setup - Data Warehouse Middleware - UAT Avatar DB Server

- Configuration of Middleware (MW) instances for each namespace, including PM, CWS, MSO, and/or CFMS.
- The configuration approach will vary depending on client namespaces in use.



Client Testing and Training in UAT

- Clients will configure 5-25 tables for data integration with the Data Warehouse DB server.
 - Data will be transferred nightly; errors will be flagged and managed through a separate case process.
 - Nightly email notifications will be sent detailing the push results.
 - SQL-based validation will be conducted by the client to ensure data accuracy.
 - The client will finalize the list of tables required for the live system.
-

Avatar System Patching – LIVE

- Deployment of the Avatar Data Warehouse Module Pre-Install Patch.
 - Execution of the final Avatar Data Warehouse Update.
-

Server Setup - Data Warehouse Middleware - LIVE Avatar DB Server

- Configuration of Middleware (MW) instances for the LIVE server environment, mirroring UAT steps and adjusted for active namespaces.
-

Go Live

- Upon successful testing, live Data Warehouse pushes will commence.
 - A final review call will address last-minute issues or clarifications.
 - Nightly email summaries of data push results will continue.
 - Any identified issues will be documented and handled as separate cases.
-

Post Go-Live Monitoring and Support

- Continuous monitoring of the nightly data pushes to ensure system stability and accuracy.



- Ongoing client support will include troubleshooting data discrepancies and refining table configurations as needed.
 - Regular status reviews will be conducted with the client to address operational feedback and enhance system performance.
-

Acceptance Criteria

- The project will be considered complete upon first productive usage by the client.
-

End Data Warehouse Implementation Scope of Work



Netsmart Technologies, Inc. and Fresno County Public Health
NX Scope Of Work

1. Purpose

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

2. Project Duration

The following project start and end dates are estimates and are subject to adjustments based upon the Effective Date of the Agreement and both party's overall cooperation of such implementation. For Level 1, the overall duration of this project, based on the scope of work detailed herein and reasonable Client cooperation, is anticipated to be 5 months, with Application Managed Services (AMS) starting 3 months after the project start date. Additional services will be required for any project where the duration from project kick-off to go-live is more than the anticipated duration above.

3. Scope of Services

Pre-Planning	Netsmart will conduct a Pre-Launch call with the Client to review the SOW, discuss necessary pre-requisites, timelines, and review pre-planning questions. Future goals and direction will be discussed to capture context and align to Client's longer-term objectives with the scope of this agreement.
Project Launch	<p>The project launch call will cover the following items:</p> <ul style="list-style-type: none"> • Confirm timeline • Provide NX demo • Discuss project expectations • Schedule weekly meetings • Introduce NX playbook <ul style="list-style-type: none"> ○ Outline client due dates • Review top form list report
Workflow Review	<ul style="list-style-type: none"> • Netsmart will assist with updates, development, and documentation of up to five (5) workflows. • The following topics are typically reviewed, but this list will be mutually updated after the pre-planning process. <ul style="list-style-type: none"> ○ Clinical/Case Management Workflow / Application <ul style="list-style-type: none"> • Review the intake process • Review the clinical/Case documentation process • Review the treatment/Support planning process • Review currently used workflows & Routing setups • Review the currently used reports, as well as the need for additional reports.



	<ul style="list-style-type: none"> • Discuss functionality available but currently not used by the Client ○ Financial Topics <ul style="list-style-type: none"> • Review billing-specific workflows and processes from charge entry, through billing, to remittance and AR. • Review the current process for scrubbing billing files for errors. • Review the current process for eligibility verification. • Review of existing reports as they relate to Revenue Cycle Management. • Review the current re-billing process. • 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 as other recommendations related to system use). <ul style="list-style-type: none"> ○ These recommendations may include: <ul style="list-style-type: none"> • The recommendation to implement unused functionality • The recommendation to create custom reports or forms. • The recommendation to change existing workflows. • Additional end user & system administrator training
Clinical Advisory	<p>For Level 1, the Netsmart Clinical Advisory team will evaluate and provide recommendations for one (1) key workflow tailored to the specific needs of the client using clinical best practices. This will focus on either admissions, discharge, or transfer workflows, based on the client's priority and requirements. This will include:</p> <ul style="list-style-type: none"> • Comprehensive assessment of the current workflow. • Recommendations for enhancements to improve efficiency and compliance. <p>Netsmart will provide remote clinical advisory support for one (1) day during the Go-Live event to assist the client in the practical application of the new workflow and to address any immediate operational challenges.</p>
Configuration	<p>The client will determine ten (10) forms for review within the forms tab of the NX playbook. Netsmart will then review the ten (10) selected forms (data collection instruments) to validate migration success.</p>



	<p>Netsmart will be responsible for form designer correction and migration of up to ten (10) forms (data collection instruments) that are not rendering the same as myAvatar.</p> <ul style="list-style-type: none"> Client will be permitted a single round of testing and review to identify acceptance or identify remaining issues <p>The client will determine five (5) user roles for review within the user roles tab of the NX playbook. Netsmart will then review the five (5) selected user roles and up to three (3) console views per role to identify readiness to be utilized within Avatar NX.</p> <p>Netsmart will be responsible for configuring up to five (5) NX views that match the five (5) user roles previously identified. Each NX view will be configured with up to three (3) console views. Additionally, Netsmart will define one (1) myDay view and one (1) Client Dashboard view to be utilized with the five (5) NX Views.</p> <ul style="list-style-type: none"> Client will be permitted a single round of testing and review to identify acceptance or identify remaining issues <p>Netsmart will be responsible for the configuration of up to ten (10) total All Documents Widgets as applicable to the five (5) views Netsmart is responsible for.</p> <ul style="list-style-type: none"> The client will be permitted a single round of testing and review to identify acceptance or identify remaining issues. <p>Netsmart will be responsible for up to eight (8) hours a month of optimization assistance to be used at the discretion of the client. Please reference Appendix A for full details on the scope of these hours.</p>
Testing	<p>During the Integration Testing event, the client will test in their system and ensure functionality is working as it should with necessary workflows. The client will use the Testing Checklist provided by Netsmart during the Integration Testing event.</p> <ul style="list-style-type: none"> Three (3) check-in calls will be scheduled within one (1) week to discuss completed testing and discuss/document any items that may arise.
Training	<p>Netsmart will conduct one (1) Configuration Training, up to one (1) hour, for up to 15 users. Configuration Training will cover the following topics:</p> <ul style="list-style-type: none"> Process to update forms (data collection instruments) that did not successfully migrate to Avatar NX Configuration of NX views, Console Views, Dashboard Views, and All Documents Widgets <p>Additional configuration questions and discussions will take place on weekly calls.</p> <p>Netsmart will conduct three (3) Super User Trainings, up to 90 minutes, for up to 15 users per session. Super User Training will cover the following topics:</p> <ul style="list-style-type: none"> System navigation Workflow changes that exist between myAvatar and Avatar NX



	Netsmart will hold up to eight (8) consecutive weekly three (3)-hour sessions to assist with testing, configuration, and knowledge transfer.
Go-Live	<p>Go Live event will occur when the solution is moved into productive use by the end-user population. This will consist of “preparation” and performing functions within the Live environment.</p> <ul style="list-style-type: none"> The Netsmart consultant will support the first three (3) days of Go-Live remotely, site-wide. <p>Support will take place in the form of daily check-in calls.</p>
Post Go-Live Support	<p>Post-Go-Live Support will be provided up to 45 days following Go-Live to ensure the successful adoption of the solution by the end-user population. Netsmart will continue to address any items that arise during Go-Live and will monitor the usage of non-NX myAvatar and myAvatar NX. Netsmart will document and track any roadblocks that may be present for 100% adoption of myAvatar NX.</p> <p>Once all deliverables in scope have been completed, support will be notified that the client is live on NX. The client will be notified that any future cases will be investigated by Support.</p> <p>Once 100% NX adoption is achieved for a period of up to 45 days, the Client’s Netsmart Solution Delivery Manager will be in touch to start the planning process of decommissioning the non-NX myAvatar servers.</p>
Connectivity	For client-direct ODBC DB access, a secured, private connection between Netsmart and the client network is required. This includes access through crystal reports for report development as well as any external ODBC access. To ensure this secured, private connection is accounted for, this must be reviewed between Netsmart and the client. Depending upon the client's need and any existing secure private connections in place, the client may be required to purchase and deploy the appropriate VPN solution to enable needed ODBC access.
Out of Scope	<p>The following includes (but not limited to) items identified as beyond the scope of this agreement:</p> <ul style="list-style-type: none"> Custom report modifications to configure report definitions for menu launch reports with parameters, as needed. <p>Custom report modifications to configure “can grow” properties to specific fields, as needed.</p>

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.
- c. New hardware, if required, will be delivered by the date required in the Project Schedule.
- d. Client is using latest Treatment Plan functionality
- e. Document Routing is the only form of electronic approval being used
- f. No Custom Development exists (Cust Packs)



- g. If client uses OrderConnect or OrderEntry, Orders Console is being utilized to enter all orders
- h. Any item not explicitly referenced in this SOW is considered out of scope.

5. Client Responsibilities

- a. Participation in pre-planning activities
- b. Ensure that the appropriate resources are available to meet.
- c. Participation in analysis presentation and prioritize configurations for deployment.
- d. Participate in NX Review sessions and trainings.
- e. Review, test, and confirm delivery of the NX configurations deployed.
- f. Provide sufficient Go-Live support

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

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



Appendix A

Scope of Work – Application Managed Services (AMS)

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 Purchase 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 alternative resolutions to incidents and problems	X	
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

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 8 hours per month for 12 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.

REVISED EXHIBIT B

Compensation

The Contractor will be compensated for under this Agreement as provided in this Revised Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Revised Exhibit B.

Table 1 - Annual Maintenance and Support Fees

Master Agreement Expenditures	YEAR 1 2024 - 2025	YEAR 2 2025 - 2026	YEAR 3 2026 - 2027	YEAR 4 2027 - 2028	YEAR 5 2028 - 2029	Payment Terms
AMA CPT Code Subscription	\$3,595.37	\$3,739.18	\$3,888.75	\$4,044.30	\$4,206.07	Billed Annually
Red Hat Jboss Subscription	\$7,828.00	\$8,141.12				Billed Annually
Avatar CWS Maintenance	\$6,850.07	\$7,124.07	\$7,409.04	\$7,705.40	\$8,013.61	Billed Annually
Avatar HL7 Interface Maintenance	\$7,178.41	\$7,465.55	\$7,764.17	\$8,074.73	\$8,397.72	Billed Annually
Avatar POS Scanning Maintenance	\$2,553.42	\$2,655.56	\$2,761.78	\$2,872.25	\$2,987.14	Billed Annually
Diagnosis Content on Demand Subscription	\$9,726.45	\$10,115.51	\$10,520.13	\$10,940.93	\$11,378.57	Billed Annually
Support Internal-Avatar-Avatar	\$104,454.94	\$108,633.14	\$112,978.46	\$117,497.60	\$122,197.51	Billed Annually
Orchard Enterprise Lab Maintenance & Support	\$41,888.53	\$43,564.07	\$45,306.63	\$47,118.90	\$49,003.66	Billed Annually
*Additional Services	\$300,000.00					as needed
Total Per Year	\$184,075.19	\$191,438.20	\$190,628.96	\$198,254.12	\$206,184.28	
Original Contract No. A-24-224 – 5 year Total						\$1,270,580.75

Table 2. Amendment 1 New Purchases – myAvatar NX Upgrade One-Time Fees

Amendment 1 New Purchases	YEAR 1 2024 - 2025	YEAR 2 2025 - 2026	YEAR 3 2026 - 2027	YEAR 4 2027 - 2028	YEAR 5 2028 - 2029	Payment Terms
myAvatar NX Upgrade One-Time Charges						

REVISED EXHIBIT B

myAvatar NX, Professional Services	\$60,000.00					35% (\$31,220.00) upon execution
NX Project Management	\$10,000.00					30% (\$26,700.00) upon system configuration and set up for completion
Application Management Services(NX upgrade)	\$19,200.00					35% (\$31,220.00) at go live
myAvatar NX Upgrade One-Time Fee Total						\$89,200.00

Table 3. – Amendment 1 New Purchases – myAvatar Hosting Flip One Time Fees

myAvatar Hosting Flip						
One-Time Fees						
License: Avatar Data Warehouse Middleware	\$38,500.00					30% (\$56,352.75) due upon Contract execution 40% (\$75,137.00) due on First Restore of Avatar data in the Netsmart Cloud 30% (\$56,352.75) due on Go Live
Hosting Set-up Fees						
Avatar NIAM Credential Migratoin Federated Model, 85 Named Users	\$42.50					
Avatar Concurrent Users	\$27,500.00					
Avatar NIAM Federated Model	\$4,000.00					
Paas Hosting Setup Fee - Harvest	\$10,000.00					
PaaS Hosting setup Fee - PM for Orchard and PaaS Environment Setup	\$16,000.00					
PaaS Hosting Setup Fee - COPIA	\$10,000.00					
Plexus Cloud Hosting Application and	\$6,400.00					

REVISED EXHIBIT B

DB Migration - Avatar						
Plexus cloud Services - Avatar	\$9,000.00					
Professional Service Charges - Avatar	\$11,000.00					
Professional Service charges - Third Party Services - Orchard, Harvest, Copia, Post Move Support	\$55,400.00					
myAvatar Hosting Flip One-Time Total						\$187,842.50

Table 3A. Amendment 1 New Purchases – Annual myAvatar Hosting Flip Fees

Platform Hosting as a Service- PaaS Harvest	\$2,600.00	\$31,200.00	\$32,448.00	\$33,745.92	\$35,095.76	Billed Annually, Year 1 pro-rated from Execution to 3/31
Platform Hosting as a Service - PaaS Copia	\$4,300.00	\$51,600.00	\$53,664.00	\$55,810.56	\$58,042.98	Billed Annually, Year 1 pro-rated from Execution to 3/31
Avatar Data Warehouse Middleware Maintenance	\$673.75	\$8,085.00	\$8,408.40	\$8,744.74	\$9,094.53	Billed Annually, Year 1 pro-rated from Execution to 3/31
Plexus Cloud Hosting - Avatar = Disaster Recovery - Concurrent User(45)	\$5,940.00	\$71,280.00	\$74,131.20	\$77,096.45	\$80,180.31	Billed Annually, Year 1 pro-rated from Execution to 3/31
Plexus Cloud Hosting - Avatar Data Warehouse - High Availailty	\$1,804.00	\$21,648.00	\$22,513.92	\$23,414.48	\$24,351.06	Billed Annually, Year 1 pro-rated from Execution to 3/31
Plexus Cloud Hosting - Avatar Identity and Access Management (NIAM) Federated Model (85Named)	\$93.50	\$1,122.00	\$1,166.88	\$1,213.56	\$1,262.10	Billed Annually, Year 1 pro-rated from Execution to 3/31

REVISED EXHIBIT B

Plexus Cloud Hosting - Perceptive - Disaster Recovery Concurrent User(45)	\$642.60	\$7,711.20	\$8,019.65	\$8,340.43	\$8,674.05	Billed Annually, Year 1 pro-rated from Execution to 3/31
Total	\$16,053.85	\$192,646.20	\$200,352.05	\$208,366.13	\$216,700.78	
myAvatar Hosting Flip 5-year Total						\$834,119.00
Total 5-year Contract Amount						\$2,381,742.25

2. ***Additional Services.** Additional services shall only be performed, and additional service fees shall only be paid to Contractor upon County's written request. Interfaces shall be negotiated at the time they are needed and shall be agreed upon by both parties in writing. In no event shall the total compensation paid by County to Contractor for Additional Services for the possible five (5) year term of this Agreement exceed \$300,000. Any payment by County to Contractor for Additional Services is subject to the maximum compensation limits in Section 3.2 of this Agreement.

3. **Annual Increases.** Contractor agrees that it will not revise any recurring fees during the term of this Agreement and all fees are pursuant to this Revised Exhibit B.

4. **Payment Terms.** Payments are subject to completion of identified list of products and services and payments terms established within the "Payment Terms" columns of this Revised Exhibit B.