AGREEMENT FOR SERVICES #447-S1711 (#844)
AMENDMENT II

This Amendment II to that Agreement for Services #447-S1711, made and entered into by and between the County of El Dorado, 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 4950 College Boulevard, Overland Park, KS 66211; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide SAAS licensed software and support, in accordance with Agreement for Services #447-S1711, dated April 18, 2017, and Amendment I, dated April 16, 2019, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add the following software subscriptions: CareConnect, CareManager, and OrderConnect EPCS Hard & Soft Token; and

WHEREAS, the parties hereto have mutually agreed update the Netsmart Master Agreement for SAAS Licensed Software and Services Table of Contents to include the aforementioned software subscriptions; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #447-S1711 shall be amended a Second time as follows:

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1) The Netsmart Master Agreement for SAAS Licensed Software and Services Table of Contents is hereby amended in its entirety to read as follows:

Table of Contents	
Title	**Description**
Master Agreement Expenditures	Charges and payment terms
Master Agreement Terms and Conditions	Governing terms and conditions of the Agreement
Schedule A	Support Services for Licensed Software
Schedule A-1	Hosting Service Level Agreement (SLA)
Schedule B	Hardware Configuration
Netsmart Subscription Products Addendum	Supplemental terms for Subscription Products
Attachment 1	CareConnect Inbox Quote and Scope of Work (SOW)
Attachment 2	CareManager Quote and SOW
Attachment 3	OrderConnect EPCS Hard & Soft Token Setup Quote and Project Plan
BAA	Business Associate Agreement
NDA	Mutual Non-Disclosure Agreement

Except as herein amended, all other parts and sections of that Agreement #447-S1711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:______________________________ Dated: ____________________

Jaime Samboceti, MA, MFT
Deputy Director
Health and Human Services Agency

Requesting Department Head Concurrence:

By:______________________________ Dated: ____________________

Donald Semon
Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #447-S1711 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: ______________________

By: ________________________________
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By:____________________________________ Dated: ______________________
Deputy Clerk

-- CONTRACTOR --

NETSMART TECHNOLOGIES, INC.
(A DELAWARE CORPORATION)

By:____________________________________ Dated: ______________________
Joseph McGovern
Executive Vice President
"Contractor"

(AMW)

Netsmart

Client #: 0004598
Sales Order #: SO49674
Quote #: 00127486
Quote Date: 03/08/2019
Quote Expiration: 04/26/2019

www.ntst.com

Presented to: Matthew LePore
El Dorado County Mental Health Dept.
Health & Human Services Agency 3057 Briw Rd Suite B
Placerville, CA 95667

Netsmart Contact: April Collins (acollins@ntst.com)
+1 (913) 272-2269

Remit to: Netsmart Technologies, Inc.
PO Box 823519
Philadelphia, PA 19182-3519

Quote Summary - El Dorado - CC Inbox 2019

	Non-Recurring Fees
Professional Services	$13,000.00
Total Non-Recurring Fees	$13,000.00

	Recurring Fees (First Year)
Software	$13,560.00
Total Recurring Fees	$13,560.00
Total Fees	$26,560.00

Solution Summary

*Professional Services
Professional Services are based on Netsmart's Scope of Work document, which is contained in a separate document. Professional Services are for a set level of effort that is based on Netsmart's exclusive understanding of the requirements. Any changes to the requirements or Netsmart's understanding thereof, may require additional funds from the client. Netsmart will notify the client in advance of any changes to the required funding and the client shall have the right to either purchase the additional level of effort or stay with the initial scope of work.

*CareConnect Direct Messaging
CareConnect Direct Messaging enables care providers to communicate with a client’s entire care team (in and outside of your agency) in a direct, secure and confidential exchange. The solution is in-line with Meaningful Use Stage 2 requirements for transitions of care. Direct Messaging is integrated within the CareRecord^{TM} and part of the natural clinical workflow, making communication seamlessly efficient.

Netsmart

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Quote Date: 03/08/2019
Quote Expiration: 04/26/2019

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Non-Recurring Fees Detail

	Qty	Unit	Price	Total
CareConnect Inbox				$13,000.00
Professional Services				
CareConnect Professional Services				$13,000.00
			Total Fees	$13,000.00

Recurring Fees Detail

	Qty	Unit	Price	Term (mo)	Total (First Year)
CareConnect Inbox					$13,560.00
Software					
CareConnect Inbox (Sub) -- Includes base fee and In-Network Referral Connections	226	NAMED USER/MO	$5.00	12	$13,560.00
CareConnect Direct Secure Messaging (Sub)	226	EACH/MO	$.00	12	$.00
				Total Fees	$13,560.00

Netsmart

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Quote Expiration: 04/26/2019

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Terms and Conditions

Netsmart Pricing and Payment Policies

All fees set forth in this quote are due net 30 days, unless otherwise set forth in the master agreement that is identified at the end of this quote. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at http://www.ntst.com/ARpolicy

The following terms apply to this quote:

- Valid until the expiration date shown above.
- Subject to and incorporates the terms and conditions of the master agreement.
- Unless identified separately below, does not include on site services or assistance, or charges for travel, living expense or travel time.

- Charges for Hosting, PaaS, and SaaS services are payable on the Execution Date. Subscription services will be available commencing one (1) month from the Execution Date, and charges for subscription services are payable at that time.
- Professional Services

  - Quoted professional services totaling less than or equal to $10,000 are payable on the Effective Date.
  - Quoted professional services totaling more than $10,000 will have the following payment terms: 50% due upon the Effective Date with the remaining 50% due 90 days after the Effective Date.
- FOB Origin. Shipping and taxes will be separately charged and added to the invoice with other charges quoted above.
- Netsmart has no obligation with respect to the software, hardware and/or services described in this quote until a binding agreement incorporating the terms of this proposal is executed between you and Netsmart.

  Unless otherwise set forth in a Master Agreement, all recurring items included in this quote will be subject to an annual increase at a rate of 3.5% beginning one year following execution.
- If certain Third Party Products are being licensed under this quote, Client agrees to the pass through terms that apply to those Third Party Products at http://www.ntst.com/passthroughterms/index.aspx. Notwithstanding the foregoing, nothing contained in the third party pass through terms will diminish Netsmart's obligations under this quote or the underlying agreement between the parties and as between Netsmart and Client, in the event of a conflict of terms, the terms of this Quote shall prevail.

Netsmart

Client #: 0004598
Sales Order #: SO49674
Quote #: 00127486
Quote Date: 03/08/2019
Quote Expiration: 04/26/2019

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CONTRACT TO BE APPLIED TO THIS QUOTE BY REFERENCE	QUOTE ACCEPTED AND INCLUDED UNDER THE REFERENCED AGREEMENT
Master Agreement for SaaS Licensed Software & Services dated 4/18/17	
[Leave blank if this is a Quote subject to a new agreement]	
QUOTED ITEMS TO BE SHIPPED AND BILLED TO THE FOLLOWING:	Signature:
Billing Address:	Name
	Title:
	Date:
Shipping Address:	Client PO Number:
	Payment Method:
	Payment Due upon Execution:

SCOPE OF WORK ("SOW")

Netsmart Technologies, Inc. and El Dorado County

1. Purpose

The purpose for this statement of work is to outline the requirements and deliverables for the implementation and project management of the Client's Implementation. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations. The details of the scope of services are included below.

2. Project Duration

Project Duration
The following project start and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation. Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The detailed project plan will define the scope and estimated timing of Netsmart's work. Once the project plan is finalized, extended delays and changes in scope may result in changes to scheduling and services. Charges for additional services will be billed at Netsmart's then-current rates for such services.

3. Scope of Services

	Scope of Services
CareConnect Inbox: Inbox that will facilitate bi-directional electronic referrals across a robust provider network which leverages Direct Secure Messaging. This scope includes a single referral connection to the Netsmart Referral Network and the number of CareConnect Inboxes with Direct Secure Message Addresses which were purchased with the CareConnect Inbox subscription.	
Key Features	• Ability to associate individual mailboxes to direct secure addresses so that end users can communicate securely. • Expanded contact list to send CCD directly to other care providers. • Reply, forward, and attach documents to messages. • Email like user interface for easy review and composing of messages. • Create inboxes for additional providers without developer assistance. • Attach additional documents to messages as well as CCD documents.
Training	• Remote webinars o Two in total ▪ One for Admin Training ▪ One for End User

CareRecord & Solution Configuration	• Configure CareRecord to add the inbox for providers to view within EHR. • Setup initial amount of users, not to exceed 15. • Setup initial contact list from another agency.

CareConnect Overall Responsibilities	Netsmart's responsibilities: • Install, configure, and validate with Client, according to the testing plan, with the CareConnect solution for the vendor / solution as listed above in a Production or Live Environment • Coordinate and execute an onboarding or activation processes as mutually defined and agreed upon between Netsmart and the vendor / solution as identified above Client responsibilities: • Identify vendor and initiate project request with vendor. • Attend and participate in all testing and review sessions • Attend and participate in any onboarding or activation activities • Train end users and update process manuals prior to activation • Ensure appropriate licensing and other agreements, as required by the Vendor listed above, are completed in a timely manner and prior to any project engagement with Netsmart. • Customer will own testing for any new versions post initial go live. Any changes identified, would be considered billable and would be scheduled based on resource availability.
Assumptions	• Client is updated to current release/version at the beginning of the project • Client has purchased the appropriate subscriptions for CareConnect • All work by Netsmart will be conducted remotely. • Software will be implemented in a Production domain. • Netsmart will be responsible for Netsmart's portion of the interfaces between the Netsmart CareRecord and the third party system. • Client will be responsible for the third party vendors' portions of the interfaces, this includes but is not limited to development coordination, project timelines, testing, and implementation management with third party. • Netsmart will cooperate with third party vendors to implement the interfaces but Client Here shall remain as Netsmart's primary contact and shall be present during all interface discussions with third party vendors. • Client will manage its third parties to ensure they can meet the timelines set forth in the project schedule. • ADT and Document Exchange activations are typically scheduled for Tuesday – Thursday. Any activations outside of these days would require approval from all parties. • Every vendor installation is considered a separate project subject to its own timelines and costs. This is because each vendor has unique connectivity and workflow requirements that must be discussed individually without impacting the others. Netsmart can provide an estimated cost for additional facility activations.

	• Netsmart will cooperate with third party vendors to implement the interfaces but Client shall remain as Netsmart's primary contact and shall be present during all interface discussions with third party vendors. • Client will manage its third parties to ensure they can meet the timelines set forth in the project schedule and will make Netsmart aware of any delays in which Netsmart shall not be held liable. • ADT and Document Exchange activations are typically scheduled for Tuesday – Thursday. Any activations outside of these days would require approval from all parties. • Every vendor installation is considered a separate project subject to its own timelines and costs. This is because each vendor has unique connectivity and workflow requirements that must be discussed individually without impacting the others. Netsmart can provide an estimated cost for additional facility activations. • Netsmart and CLIENT will devote sufficient resources and timely communication to the project in order to assure its success. • No data conversions are included in this implementation.

Netsmart

Client #: 0004598
Sales Order #: SO51271
Quote #: 00130381
Quote Date: 03/13/2019
Quote Expiration: 05/07/2019

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Presented to: Jamie Samboceti
El Dorado County Mental Health Dept.
Health & Human Services Agency 3057 Briw Rd Suite B
Placerville, CA 95667

Netsmart Contact: April Collins (acollins@ntst.com)
+1 (913) 272-2269

Remit to: Netsmart Technologies, Inc.
PO Box 823519
Philadelphia, PA 19182-3519

Quote Summary - El Dorado - CareManger

	Non-Recurring Fees
Professional Services	$59,500.00
Total Non-Recurring Fees	$59,500.00

	Recurring Fees (First Year)
Software	$18,000.00
Total Recurring Fees	$18,000.00
Total Fees	$77,500.00

Solution Summary

*CareManager
A care coordination solution, CareManager aggregates clinical data to provide a broad picture at the population level, facilitates care coordination across providers, tracks clinical quality measures and outcomes and manages authorizations and claims across care providers.

*Professional Services
Professional Services are based on Netsmart's Scope of Work document, which is contained in a separate document. Professional Services are for a set level of effort that is based on Netsmart's exclusive understanding of the requirements. Any changes to the requirements or Netsmart's understanding thereof, may require additional funds from the client. Netsmart will notify the client in advance of any changes to the required funding and the client shall have the right to either purchase the additional level of effort or stay with the initial scope of work.

Netsmart

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Quote Date: 03/13/2019
Quote Expiration: 05/07/2019

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Non-Recurring Fees Detail

	Qty	Unit	Price	Total
CareManager Implementation				$59,500.00
Professional Services				
CareManager Professional Services -- CareManager Standard Implementation		HOUR	$175.00	$59,500.00
			Total Fees	$59,500.00

Recurring Fees Detail

	Qty	Unit	Price	Term (mo)	Total (First Year)
Software					
CareManager	750	EACH/MO	$2.00	24	$18,000.00
				Total Fees	$18,000.00

Netsmart

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Quote Expiration: 05/07/2019

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Terms and Conditions

Netsmart Pricing and Payment Policies

All fees set forth in this quote are due net 30 days, unless otherwise set forth in the master agreement that is identified at the end of this quote. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at http://www.ntst.com/ARpolicy

The following terms apply to this quote:

- Valid until the expiration date shown above.
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- Unless identified separately below, does not include on site services or assistance, or charges for travel, living expense or travel time.

- Charges for Hosting, PaaS, SaaS and subscription services are payable on the Execution Date.
- Professional Services

  - Quoted professional services totaling less than or equal to $10,000 are payable on the Effective Date.
  - Quoted professional services totaling more than $10,000 will have the following payment terms: 50% due upon the Effective Date with the remaining 50% due 90 days after the Effective Date.
- FOB Origin. Shipping and taxes will be separately charged and added to the invoice with other charges quoted above.
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  Unless otherwise set forth in a Master Agreement, all recurring items included in this quote will be subject to an annual increase at a rate of 3.5% beginning one year following execution.

Netsmart

Client #: 0004598
Sales Order #: SO51271
Quote #: 00130381
Quote Date: 03/13/2019
Quote Expiration: 05/07/2019

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CONTRACT TO BE APPLIED TO THIS QUOTE BY REFERENCE

Master Agreement for SaaS Licensed Software & Services dated 4/18/17

[Leave blank if this is a Quote subject to a new agreement]

QUOTE ACCEPTED AND INCLUDED UNDER THE REFERENCED AGREEMENT

QUOTED ITEMS TO BE SHIPPED AND BILLED TO THE FOLLOWING:

Billing Address: ______________________

____

____

Shipping Address: ______________________

____

____

Signature: ______________________

Name ______________________

Title: ______________________

Date: ______________________

Client PO Number: ______________________

Payment Method: ______________________

Payment Due upon Execution: ______________________

El Dorado County
Mental Health Department

Statement of Work

CareManager

Julie Hiett
Senior Director, Population Health
3/11/19

El Dorado County Department of Mental Health – Statement of Work v1.00

1. Purpose

The purpose for this statement of work is to outline the requirements and deliverable for the implementation, development and project management of the Client's CareManager Implementation. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology. The details of the scope are included below.

2. Scope of Services

Consulting Implementation. Note: Core features are listed, but all may not be activated, depending on implementation decisions and defined scope. Items with *denote additional configuration beyond the standard system.

CareManager	Scope of Services
Netsmart's CareManager is a web-based solution that is the central connection point for a client's entire spectrum of care across their network of health care providers. This central connection point enables an organization to aggregate their clinical and financial data for their entire client population to mitigate risk, identify clinical trends, and improve client care with a focus on the most complex, highest cost individuals within their population.	
Standard Components	
Care Manager Dashboard	A dashboard that features a Care (Case) Manager's: • Client List • *Alerts • Task List • Appointments
Client Record	
Facesheet	**Demographics** – displays client demographics specific to the client chart being viewed.
	Alerts – displays alerts specific to the client chart being viewed.
	Tasks – displays tasks associated with the specific client chart being viewed.
	Problem List – displays a problem history for the client being viewed.
Alerts*	View of alerts configured for your system.
Demographics	Enter and/or view Client Demographics.
Programs	View a client's programs, enrollment dates, etc.
Consent Forms	**Data Sharing – Provider** – tracks a client's consent to share PHI with a direct service provider the client has been referred to by the organization.
	Data Sharing – HIE – tracks a client's consent to share PHI with a specific health information exchange.
	Data Sharing – Social Support Contact – tracks a client's consent to allow an organization to share PHI with a support network contact listed in the client's Contact List.
Eligibility	Capture a client's current health plan information within CareManager. Examples: Medicaid, Managed Care
Assessments	• **General Assessment** – Form used to capture information not captured elsewhere in the chart. • **PHQ9**

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Problems	Add or update the Client's Problem List.
Care Coordination	**Care Coordination** – • Assign the client to a care coordination agency • Assign the care team to a client
CareManager Plan	**CareManager Plan** – creates & manages the client's plan of care from client delivered care plan template.
Notes	**Contact Note** – utilized to track any form of communication around the client that does not pertain directly to the client's progress that is documented directly against the client's CareManager Plan. A user is also able to associate a service code with the note. *For example – a Care Team meeting that may happen with multiple direct service providers for the client to discuss the client's*
	CareManager Note – track a client's progress against their current CareManager Plan. A user is also able to associate a service code with the note.
	Client Search Note – the ability to track progress in locating a client and documenting the client's consent status to receive services within the program. A user is also able to associate a service code with the note.
Social Support Contacts	Create a list of Social Support Contacts for the client. A user will have the ability to indicate if the contact is an emergency contact or legal guardian for the client.
Physical Health	**Medication List** -- A historical list of client medications. **Allergies** – Capture and view a client's allergies. **Immunizations** – Capture and view a client's immunizations. **Vitals** – Capture a client's vitals information such as height, weight, etc. **Labs** – Capture and view a client's lab information.
Hallmark Events	Document the client's history of known events – ED or ER Visits, Hospitalizations, etc.
Documents	**Documents** – View and save any custom documents such as Metabolic Summary and Health Risk Profile. **Attachments** – Documents can be attached and viewed.
Discharge	Document a client's discharge from the program The discharge reason will indicate the reason for discharge, i.e. leaving the program, refusing services, etc.
Assignment/Team Management	Team assignments can be made, transferred and viewed here.
System Administration	
User Settings	
User Settings	**User Account Settings** -- The ability to configure default account settings for a CareManager tenant. **User Security Roles** -- Allows a set of permissions to be configured for and applied to a group of users.

Staff Profiles	The ability to create staff and user accounts.
Provider Management	
Provider Profile	Allows a user to configure a new or update an existing record in the database of direct service providers configured for the CareManager tenant.
Provider Reconciliation	Allows an administrator to manage the database of direct service providers by establishing a custom provider entry or merging provider record(s) into an existing provider.
System Settings	
Sessions	Provides an administrator with a view of the users currently logged into CareManager.
Configuration	
Organization	The feature utilized to configure the Tenant Organization, the Health Home Organization, and the Care Coordination Agencies (also called Care Management Agencies).
Dictionary Update	A tool that allows users to localize a set of CareManager system dictionaries.
Care Connect*	The configuration screen that defines the connection between CareManager and CareConnect to exchange client information electronically.
Health Information Exchange*	Allows for the configuration of an HIE in CareManager.
Data Import	
Data Import*	Provides the ability to import files in standard formatting Netsmart provides in order to populate portions of the system.
Reports	
Self-Service	CareManager embedded reporting which allows a user to create, view and share ad hoc reports, create visual analysis and dashboards.
Reporting Server – IF PURCHASED	Reporting server gives the ability to report on all aspects of the database, beyond the embedded reporting, using tools such as Crystal Reports.

CareConnect IF PURCHASED	**Scope of Services**
CareConnect Enables the sharing of clinical information between and among providers involved in the care of a consumer and with other entities such as Regional Health Information Organizations (RHIOs)/Health Information Exchanges (HIEs). CareConnect works with the Netsmart enterprise system to provide a secure way to exchange clinical and administrative information. It is the vehicle for clinical information exchange.	
Key Features	Provides capability to exchange key clinical information among providers of care and patient authorized entities electronically.

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	CareConnect will satisfy the following requirements: Exchange clinical information (Other Providers)
	The following services are available for interfacing through CareConnect: • CDA to HIE • ED notifications inbound (dependent on capabilities of RHIO • CCD inbound from RHIO • CCD inbound from EMR
3rd Party Vendors	Non-preferred vendor selection may require time to develop the connection. Engagement from 3rd party vendors connection is required.
Train the Trainers Session	Additional Train the Trainers sessions to support the multiphase approach to implementation.

Data Migration IF PURCHASED

Netsmart can support a data migration of the following record types. Although there may not be a direct form to form or field to field correlation between the current solution and the proposed CareManager solution.

- Client Demographics
- Episode of Care
- Contact Notes
- Agency Assignment (if applicable)
- Care Team Assignment
- Health Plan information
- Problems
- Providers
- Social Supports
- Medications
- Vitals
- Labs

Process

1. Netsmart to supply record type file formats for the below list.
2. Client to build extract files aligned to the Netsmart supplied formats.
3. Netsmart to run a test data migration into the identified tables in CareManager test environment.
4. Netsmart and client will collaborate on the correction or maintenance of the client supplied files.
5. For each record type Netsmart can support two test runs per record type to support error corrections.

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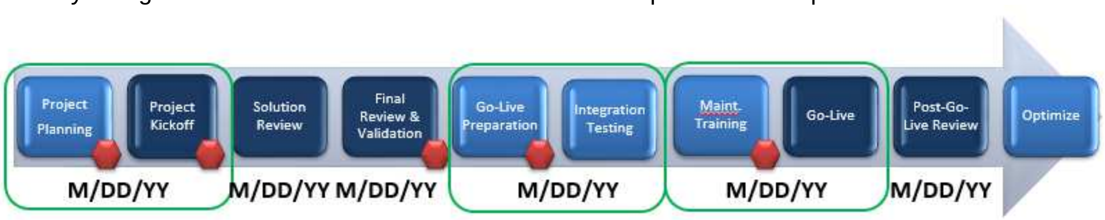
3. Assumptions

- Netsmart and EL DORADO COUNTY DEPARTMENT OF MENTAL HEALTH HERE will devote sufficient resources and timely communication to the project in order to assure its success.
- EL DORADO COUNTY DEPARTMENT OF MENTAL HEALTH HERE will provide resources as identified in the work breakdown structure of the project plan.
- A training room will be available for the training sessions with working equipment and appropriate software loaded.
- Individuals scheduled to attend training will attend.
- Netsmart Technologies will provide recommended practices during all phases of the implementation.
- The project will be executed according to the event-based Netsmart Plexus Methodology as outlined below.
- EL DORADO COUNTY DEPARTMENT OF MENTAL HEALTH HERE resources will travel to the designated event location for identified events in the Netsmart Plexus Methodology.

4. Location of Work & Client Responsibilities

The location of work by Netsmart and EL DORADO COUNTY DEPARTMENT OF MENTAL HEALTH HERE staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at EL DORADO COUNTY DEPARTMENT OF MENTAL HEALTH HERE location(s), at a Netsmart regional office or conducted remotely. A high-level outline for work location and client responsibilities is provided below.



Client Responsibilities

- Identify and Staff Project Team
- Attend Knowledge Transfer Sessions
- Provide Data Collection
- Conduct System Testing
- Conduct Integration Testing
- Conduct End-User Training
- Plan & Staff Go-Live
- Maintain System Post Go-Live

5. CareManager Plexus Events, Expectations & Deliverables

The following section of this document details the main deliverables of the EL DORADO COUNTY DEPARTMENT OF MENTAL HEALTH HERE Implementation.

5.1 CareManager Statement of Work Sign-off

Our implementation services begin with a formal partnership with the Netsmart Project Management Team. The transition process ensures that the expectations set and project management scoped during the contract definition process is reviewed including all contract components, and operational flows gathered during the project definition cycle.

5.2 Hardware Network OS/Installation

The client is responsible for providing the desktop hardware, operating system software, LAN/WAN network, and Internet connectivity to access licensed programs.

Netsmart's engineers require the completion of a desktop hardware, network, and bandwidth survey prior to installation of any solutions. This ensures that all equipment and connectivity methods meet minimum application and performance requirements before Netsmart Technologies installs the programs.

5.3 Software Delivery and Installation

Netsmart's system engineers install the solution on the system hardware/server located in the Netsmart datacenter and create the UAT and Production environments.

5.4 Project Planning

The Project Planning Event is an opportunity to begin preparing your project team. The client project team will be introduced and the team's responsibilities will be discussed. The Plexus implementation methodology is introduced and the different events w/in the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additionally project tools that will be used will be shown through demonstration and hands-on experience.

Objectives:

- Review project management principles
- Review event-based Netsmart Plexus methodology
- Provide hands on experience with CareManager
- Introduction to tools to be used during the project
- Introduction to Starter Kit questions
- Plan for next event

Client Responsibilities:

- Identify client project team and develop Client Staffing Plan
- Ensure correct client personnel attends the Project Planning event
- Provide necessary facilities and equipment to support session
- Complete Starter Kit questions
- Review and sign Communication Management, Change Management & Risk Management Plans

5.5 General Project Management

Active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities are supplemented by critical control points, progress checkpoints, called Plexus Gates are included to ensure that the project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to both a time and cost budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.

- Status meetings & Project Status Reports
- Client signoff and acceptance letters
- Project plan change requests
- Product Enhancements
- Product Defects
- Plexus Gates

5.6 Project Kickoff

The Project Kickoff consists of three discreet activities: Project Kickoff presentation, Workflow Assessment and Scope Review.

The project kickoff presentation gives the Client Executives, project sponsors and project leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.

The scope review session includes breakout sessions led by SA's to review in detail the contract scope.

During the Workflow Assessment the Netsmart Solution Architect (SA) and client departmental/solution representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department, will walk through the departments to get an understanding of the client's unique workflow and processes and how it aligns with Netsmart's recommended practices. The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the Workflow Assessment which will serve as a framework for questions and documentation of the discussions that occurred during the assessment.

Objectives:

- Conduct official project kickoff meeting
- Introduce Netsmart Solution Architects
- Review Starter Kit outstanding items
- Conduct Workflow Assessment
- Identify improvement opportunities
- Conduct scope review
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Project Kickoff Assessment (Gate 1)
- Plan for next event

Client responsibilities:

- Deliver Project Kickoff presentation (w/ Netsmart leadership support)
- Complete Starter Kit questions prior to the event
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during departmental walkthroughs
- Participate in scope review discussions
- Provide necessary facilities and equipment to support the event

5.7 Solution Review

The discussions during this event are a continuation of the data collection the client has already provided leading up to Solution Review. The Solution Architect will provide a demonstration of basic departmental workflow, providing context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions leading to the building of a complete and functional system.

The Solution Review event requires the attendance of end-user/departmental representatives trusted and empowered to make design decisions. These representatives should have a solid understanding of the workflow in their area of expertise and will be expected to interact accordingly with others within the department to gain access to answers as will be necessary.

Clients leave the Solution Review event with assignments to be performed over the next several weeks. The assignments will be documented along with expected due dates and can be reviewed as a part of the Event Summary Document. The Netsmart project team will work w/ the client to establish these deadlines and schedule conference calls to provide guidance and ensure the client is on track.

Objectives:

- Demonstrate recommended system workflow in client system

- Conduct integration discussions
- Discuss data collection materials
- Identify Policies & Procedures requiring change
- Review the event summary and sign-off
- Plan for next event

Client Responsibilities:

- Participate in the Solution Review event
- Provide knowledge of requested data and current departmental processes and workflow
- Identify Standard Operating Policies & Procedures for organization that will require change
- Make design decisions for future state processes
- Complete data collection assignments by defined due dates
- Identify process improvement opportunities

5.8 Final Review & Validation

This event consists of three discrete parts: Final Review & Application Training, System Testing & Learning Plan discussions.

The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the clients completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the client personnel.

The System Testing Session will be include a starter set of test scripts, examples upon which they can customize their own scripts, as well as instruction on testing principles, policies and procedures. During this session, there will also be discussion regarding the development of a client testing strategy/plan for which the client will be given a sample on which to build their own.

The Learning Plan session is included to help clients develop a solid plan to ensure end-users will be effectively trained prior to go-live. This will be critical to the success of the project as well as adoption of the solutions. The plan will include training strategies, resource requirements, any required technologies and/or logistics, timelines, goals and objectives.

The same group of clients that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar w/ the system.

Objectives (Final Review)

- Provide in-depth demonstration of the solutions and build using the client's domain
- Review and confirm design decisions and build
- Confirm the solution workflow

- Complete design process
- Provide hands-on solution training
- Conduct Plexus Final Design Assessment (Gate 2)
- Plan for next event

Objectives (System Validation)

- Provide training on test script development and testing concepts
- Begin development of client-specific system test scripts
- Plan for next event

Objectives (Learning Plan Development)

- Conduct Learning Plan session
- Begin development on Learning Plan
- Plan for next event

Client responsibilities:

- Participate in Final Review & Validation event
- Provide appropriate resources to attend sessions
- Complete data collection assignments
- Validate design and build
- Signoff design decisions
- Customize sample test scripts to use during system and integration testing
- Customize sample training materials in preparation for end-user training
- Develop Learning Plan & execute against plan for end-user training

5.9 Go-Live Preparation

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to the client. Solution and project management discussion are delivered during this week and focus, in preparation for go-live, on assessing the client's knowledge of the system as well as preparing the client for their training events and go-live. In the solution discussions, the client trainers are expected to provide a live demonstration of the system back to the Netsmart project team to confirm their understanding of the system and to confirm they are prepared to effectively train the end-user population.

System Testing, while not complete, should be well underway. Netsmart Project Management will facilitate the event at the client site, while the rest of the Netsmart project team participates via a conference call.

Those attending the event should be the same as the Final Review and Validation attendees. Department heads and/or key departmental representatives should attend the solution activities along with the client representative responsible for testing coordination.

Solution-Specific Activities & Objectives

- Client to demo system using the client demo script exhibiting a clear understanding of the solution functionality and departmental processes
- Understand open issues, escalate, and plan as appropriate
- Review completed training materials

- Review Go-Live Readiness Assessment

Project Management Activities & Objectives

- Initiate ownership transition process
- Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing
- Finalize Integration Testing Plan
- Initiate Go-Live Planning

- Conduct Plexus Go-Live Preparation Assessment (Gate 3)
- Plan for next event

Client Responsibilities:

- Demonstrate understanding of system and departmental processes by leading a demonstration of the application
- Finalize Training Strategy/Plan
- Provide adequate training facilities
- Provide completed testing materials
- Schedule and perform end-user training
- Finalize Integration Testing scripts and Integration Testing Plan
- Confirm users will be trained and available for Integration Testing
- Confirm facilities and hardware is in place to support Integration Testing
- Develop and own the Go-Live Plan

5.10 Maintenance Training

During this event, the client will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, *not* design and build activities. After maintenance training, the client is equipped to make changes, modifications and updates to their implemented system.
Client representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

Objectives

- Prepare client representatives to make common data base updates
- Train client to locate supporting documentation and to use the appropriate tools to manage system maintenance
- Educate client on troubleshooting tools and techniques
- Confirm client policies and procedures have been updated
- Confirm Integration Testing readiness
- Plan for next event

Client responsibilities:

- Attend database maintenance training
- Learn the application tools needed to maintain the production system

5.11 Integration Testing

One round of Integration Testing will be conducted according to the clients Integration

Testing Plan. Integration Testing will be executed at the client's site and will be led by the client project management team w/ assistance from the Netsmart project team.

IT will allow the system testers to flow a complete patient experience, "a day in the life" of a patient, using the system including all involved, major workflow processes. This event also allows the client to validate SOPs and end-user training prior to conversion.

Objectives

- Complete Integration Testing according to plan
- Confirm Go-Live preparedness
- Ensure all critical path issues have an action plan
- Conduct Plexus Go-Live Assessment (Gate 4)
- Plan for next event

Client responsibilities:

- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

5.12 Go-Live:

Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the client site, supported by both project teams. Netsmart support will include the first 3 days following go-live and will include the Netsmart the Project Manager on-site along w/ remote support from the Netsmart Delivery Consultants/Analysts.

Objectives:

- Begin functional use of Netsmart solutions
- Transition support from Netsmart project team to the client
- Gather and document feedback regarding project experience, including methodology & project team resources

Client responsibilities:

- Develop and complete go-live plan
- Confirm all systems, resources and 3rd parties are scheduled and prepared for go-live
- Conduct go-live plan meetings to outline plan for all solutions and users
- Execute go-live plan
- Document go-live issues

5.13 Post-Go-Live Review

The purpose of Post-Go-Live Review is to gauge end-user satisfaction, understand current utilization of the solutions, and discuss process and solution issues. As a part of the review, which includes a series of interviews, observations, recommendations are made on how to optimize design, build and general use of the system in order to take advantage of all that the solution has to offer as well as ascertain potential design enhancements. Additionally, this process provides a view to solution capabilities and additional benefits that are available to your organization, allowing for more effective planning for system and process optimization and project phases.

Objectives:

- Conduct Post-Go-Live Review interviews
- Interview client using Post-Go-Live Review template
- Gather and document feedback regarding end-user and organizational satisfaction
- Identify critical process workflow enhancement concerns
- Gather feedback regarding system adoption
- Hold & document conversations for continued relationship opportunities, planning needs & optimization
- Develop short and long term action plans
- Deliver Post-Go-Live Executive Summary
- Plan for optimization

Client responsibilities:

- Provide answers to Post-Go-Live review questions
- Plan for optimization

Netsmart

Client #: 0004598
Sales Order #: SO49929
Quote #: 00127566
Quote Date: 01/31/2019
Quote Expiration: 04/01/2019

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Presented to: Matthew LePore
El Dorado County Mental Health Dept.
Health & Human Services Agency 3057 Briw Rd Suite B
Placerville, CA 95667

Netsmart Contact: April Collins (acollins@ntst.com)
+1 (913) 272-2269

Remit to: Netsmart Technologies, Inc.
PO Box 823519
Philadelphia, PA 19182-3519

Quote Summary - El Dorado - EPCS

	Non-Recurring Fees
Software	$225.00
Professional Services	$1,125.00
Other	$20.00
Total Non-Recurring Fees	$1,370.00

	Recurring Fees (First Year)
Software	$288.00
Total Recurring Fees	$288.00
Total Fees	$1,658.00

Solution Summary

*OrderConnect
OrderConnect is Netsmart’s Surescripts Certified secure Web-based electronic prescribing, order tracking management system. OrderConnect helps providers improve quality of care, reduce medication errors and meet criteria to receive Medicaid and Medicare funds for Meaningful Use of an Electronic Health Record (EHR). It is fully integrated with Netsmart’s enterprise solutions. Each Order Connect Facility is allowed to fax 100 fax pages directly from the application per month per each prescriber license purchased. Fax pages in excess of that allowance in any calendar month will be billed at $0.20 per page for the balance of that month.

*Professional Services
Professional Services are based on Netsmart's Scope of Work document, which is contained in a separate document. Professional Services are for a set level of effort that is based on Netsmart's exclusive understanding of the requirements. Any changes to the requirements or Netsmart's understanding thereof, may require additional funds from the client. Netsmart will notify the client in advance of any changes to the required funding and the client shall have the right to either purchase the additional level of effort or stay with the initial scope of work.

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Non-Recurring Fees Detail

	Qty	Unit	Price	Total
OrderConnect EPCS				$1,370.00
Software				
OrderConnect EPCS Hard & Soft Token Setup	3	EACH	$75.00	$225.00
Professional Services				
OrderConnect Professional Services -- EPCS Implementation & Training				$1,125.00
Other				
Shipping & Handling	1	EACH	$20.00	$20.00
			Total Fees	$1,370.00

Recurring Fees Detail

	Qty	Unit	Price	Term (mo)	Total (First Year)
OrderConnect EPCS					$288.00
Software					
OrderConnect EPCS (Sub) -- 1-3	3	NAMED USER/MO	$8.00	12	$288.00
				Total Fees	$288.00

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Terms and Conditions

Netsmart Pricing and Payment Policies

All fees set forth in this quote are due net 30 days, unless otherwise set forth in the master agreement that is identified at the end of this quote. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at http://www.ntst.com/ARpolicy

The following terms apply to this quote:

- Valid until the expiration date shown above.
- Subject to and incorporates the terms and conditions of the master agreement.
- Unless identified separately below, does not include on site services or assistance, or charges for travel, living expense or travel time.

- Charges for Hosting, PaaS, SaaS and subscription services are payable on the Execution Date.
- Professional Services

  - Quoted professional services totaling less than or equal to $10,000 are payable on the Effective Date.
  - Quoted professional services totaling more than $10,000 will have the following payment terms: 50% due upon the Effective Date with the remaining 50% due 90 days after the Effective Date.
- FOB Origin. Shipping and taxes will be separately charged and added to the invoice with other charges quoted above.
- Netsmart has no obligation with respect to the software, hardware and/or services described in this quote until a binding agreement incorporating the terms of this proposal is executed between you and Netsmart.

  Unless otherwise set forth in a Master Agreement, all recurring items included in this quote will be subject to an annual increase at a rate of 3.5% beginning one year following execution.

Netsmart

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CONTRACT TO BE APPLIED TO THIS QUOTE BY REFERENCE

Agreement for Services May 22, 2012

[Leave blank if this is a Quote subject to a new agreement]

QUOTED ITEMS TO BE SHIPPED AND BILLED TO THE FOLLOWING:

Billing Address: ______________________

____

____

Shipping Address: ______________________

____

____

QUOTE ACCEPTED AND INCLUDED UNDER THE REFERENCED AGREEMENT

Signature: ______________________

Name ______________________

Title: ______________________

Date: ______________________

Client PO Number: ______________________

Payment Method: ______________________

Payment Due upon Execution: ______________________

OrderConnect EPCS Hard & Soft Token Project Plan

Electronically Prescribing Controlled Substances (EPCS)			
Prerequisites			
Task	**Owner**	**Completed?**	**Reference Notes**
Purchase EPCS and receive tokens from Netsmart's order fulfillment team	Client		
Project Kickoff			
Task		**Completed**	**Reference Notes**
EPCS Kick-off Call	Client/NTST		
Fill out and return the "Prescriber List" to Netsmart	Client		**See Prescriber List tab**
Verify OrderConnect user names	NTST		
Prepare prescriber information for Verizon	NTST		
Upload CSV file to Verizon and notify the organization.	NTST		The prescribers listed in "Prescriber List" will receive a Verizon email to begin registration. **Client specific document:** OrderConnect EPCS Prescriber Registration
Provide the Verizon notary form to any prescriber that fails the identity proofing process	NTST		
Solution/Technical Configuration			
Task		**Completed**	**Reference Notes**
Verify and check the status of each prescriber's progress in the Verizon portal	NTST		
Once the organization has a prescriber who is ready to verify his ID in OC (LOA 3), turn on EPCS for the organization and have the prescriber verify his ID in the Providers' portal.	Client/NTST		OC Providers' Portal: https://orderconnect.ntst.com/providers/ Note: At this point any verbal order for a controlled substance completed by an agent (I.E. nurse) will go to the prescribers' new Verbal Order Queue and each prescriber will have to approve the orders before they can be sent to a pharmacy.
Go-Live			
Task		**Completed**	**Reference Notes**
EPCS granting and approving training. The organization will be considered LIVE after this training.	Client/NTST		**Client specific documents:** OrderConnect EPCS Admin Tool Instructions, OrderConnect EPCS Prescriber Responsibilities and Requirements, OrderConnect EPCS Specific Prescribing Scenarios and Rules
Notes:			
NOTE At any time during this process, the organization may watch the recorded EPCS Training. It is available in OrderConnect on the Prescribers Desktop screen. Click on the icon at the bottom of the screen that looks like a graduation cap. The user will be presented a link to the training.			

Prescriber List

Prescriber First Name	Prescriber Last Name	OrderConnect User Name	Email Address

Status Form						
Name	**LOA Level (LOA3 is required)**	**Hard Token**	**Soft Token**	**Verified ID in OrderConnect**	**EPCS Config Completed in OC Admin Tool**	**Action Needed**
	0	No	No	No	No	Start Process
	0	No	No	No	No	Start Process
	0	No	No	No	No	Start Process
	0	No	No	No	No	Start Process
	0	No	No	No	No	Start Process
	0	No	No	No	No	Start Process
	0	No	No	No	No	Start Process