

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

This Amendment VI to that Agreement for Services #844 (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 Software as a Service (SAAS) licensed software and support, in accordance with Agreement for Services #844, dated April 18, 2017, Amendment I dated April 16, 2019, Amendment II dated May 21, 2019, Amendment III dated March 17, 2020, Amendment IV dated December 15, 2020, and Amendment V dated November 9, 2021, incorporated herein and made by reference a part hereof; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Master Agreement #844, that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

WHEREAS, the parties hereto have mutually agreed to amend the County contact person and contact information, and the County Contract Administrator under **16. General Provisions item (p) "Administrator;"** and

WHEREAS, the parties hereto have mutually agreed to add additional **OrderConnect Tokens, American Medical Association (AMA) Current Procedural Terminology (CPT) Code Subscription, and Additional Subscription Products and Services;** and

WHEREAS, the parties hereto have mutually agreed to update the **Netsmart Master Agreement for Software As A Service (SAAS) Licensed Software and Services Table of Contents** and the **Master Agreement Expenditures (MAE)** to reflect the aforementioned changes; and

WHEREAS, the parties hereto have mutually agreed to amend **item 4. "Term"** of the **Master Agreement for SAAS Licensed Software and Services, and Netsmart Subscription Products Addendum ("Addendum");** and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #844 shall be amended a sixth time as follows, and shall be effective upon final execution:

- 1) The **Netsmart Master Agreement for SAAS Licensed Software and Service** contact information and Contract Administrator is amended in its entirety to read as follows:

By and Between	And
Netsmart Technologies, Inc. 4950 College Boulevard Overland Park KS 66121 (“Netsmart”)	County of El Dorado Health and Human Services Agency 3057 Briw Road Placerville, CA 95667 (“Client” or “Subscriber”) EIN: 94-6000511 Tax Exempt: No
Attention: Joseph McGovern, EVP Telephone No: (631) 968-2012 Email Address: jcmcgovern@ntst.com Notices to be sent to: Contracts_Notice@ntst.com	Attention: Nicole Ebrahimi-Nuyken, LMFT Telephone No: (530) 621-6545 Email Address: Nicole.Ebrahimi-Nuyken@edcgov.us Notices to be sent to: hhsa-contracts@edcgov.us

16. General Provisions

- (p) Administrator: The County Officer or employee with responsibility for administering this Agreement is Nicole Ebrahimi-Nuyken, LMFT, Behavioral Health Director, or successor.

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2) 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 -(deleted in AMD IV)
Attachment 3	OrderConnect EPCS Hard & Soft Token Setup Quote and Project Plan
Attachment 4	Telehealth™ Subscription Quote and Terms and Conditions (deletion effective 01/01/2022)
Attachment 5	myLearningPointe (retroactive addition effective 10/01/2020)
Attachment 6	OrderConnect Additional Token
Attachment 7	AMA CPT Code Subscription
Enterprise Training Program	Training Professional Services
BAA	Business Associate Agreement
NDA	Mutual Non-Disclosure Agreement

3) The **Netsmart Master Agreement for SAAS Licensed Software and Services item 4. “Term”** is hereby amended in its entirety as follows:

4. **TERM**

- a) The Initial Term of this Master Agreement will be from May 22, 2017 through May 31, 2022 ("Initial Term") subject to earlier termination when permitted under Section 12.
- b) At the expiration of the Initial Term this Master Agreement will not automatically renew.
- c) Upon execution by all parties of **Amendment VI**, a term extension is hereby granted through May 31, 2024. In addition, the term extension shall be:
 - i. subject to earlier termination when permitted under Section 12;
 - ii. shall not automatically renew; and
 - iii. shall be subject to further extension with thirty (30) days advance written notice.

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- 4) **Netsmart Subscription Products Addendum ("Addendum")** is hereby amended in its entirety as follows:

Netsmart Subscription Products Addendum ("Addendum")

1. **Subscription Products and Services Descriptions.** This Addendum is a supplement to the Master Agreement whereas the terms and conditions of this Addendum will apply to "Subscription Products and Services" identified in Section 2.
2. Subscription Products and Services will include all generic versions, corrections, enhancements and improvements developed by Netsmart during the Term of this ~~Addendum~~ Agreement:
3. **Additional "Subscription Products and Services":** For each additional product or service requested by County, Netsmart shall provide a written Statement of Work/Quote to Subscriber. Upon receipt and approval of each Statement of Work/Quote, Subscriber will issue a separate written Work Order to Netsmart for each individual service enhancement identifying a description of the service enhancement, set-up, training, support, and any required deliverables, including materials, supplies, reports, certifications, or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Netsmart shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to issuance of a written Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.
 - a) The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless Subscriber and Netsmart amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.
 - b) Netsmart shall provide initial training for Subscriber's personnel who are authorized by Subscriber in writing to Netsmart ("Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Netsmart. Subscriber shall allow only Users who have received proper training to utilize the Software and Netsmart's Network, and shall allow access only through passwords which comply with password requirements provided by Netsmart. Subscriber shall protect, and ensure that its Users protect, the confidentiality of User passwords.

4. **Supplemental Definitions**

Any capitalized term not defined below but used in this Addendum will have the meaning given to that term in the Master Agreement.

"Agent" means any person who is authorized under applicable law and regulations to transmit or relay prescription authorization information between a Prescriber and a pharmacy. An Agent is typically a nurse who is authorized by a physician to communicate with a pharmacy or laboratory on behalf of a Prescriber.

"Anniversary Date" means the annual calendar anniversary of the Effective Date.

"Care Provider" means an organization that provides medical or health services and any other person or organization that furnishes, bills, or is paid for health care in the normal course of business including a hospital, critical access hospital, skilled nursing facility, or comprehensive outpatient rehabilitation facility.

"Consumer" means an individual who is receiving services from a Care Provider, and who has the right to access specific portions of their electronic health record and the ability to exchange messages with their Care Provider through a Subscription Services Product.

"Drug Information Data" or "DID" means context-relevant drug database products licensed from one of the following publishers: Cerner Multum, Inc. ("VantageRx"), First DataBank Evaluations of Drug Interactions ("EDI") or Thompson Reuters, Inc. ("UltiMedex") that provides drug and allergy interaction and dosage information (collectively, "DID Publishers").

"Non-Prescribing User" means any person who is granted limited access to OrderConnect for the purpose of editing information that is not required to be entered or modified by a Prescriber or Agent under applicable law and regulations. A Non-Prescribing User typically generates reports without modification of the information in the reports, and can update basic demographic information,

"Patient Data" or "Consumer Data" means names, addresses, social security numbers, medical records and any other information concerning or relating to Consumers which is deemed to be protected health information under the rules and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Deidentified Data (as such term is defined by HIPAA) shall not be considered to be Patient Data.

"Prescriber" means any person who possesses a DEA number and who is authorized by law to write prescriptions.

"User" means an individual or entity, other than a Consumer, that has been granted

access with a user ID and password to a Subscription Product or Service by the Licensee.

5. License Terms and Conditions

- A. The Subscription Products and Services are specifically included within the grant of license and term of license as "Licensed Programs" under the Master Agreement.
- B. Licensee grants to Netsmart a non-exclusive, non-transferable license (the "Usage License") to use all Patient Data for the sole purpose of operating the Subscription Products and Services for the benefit of Licensee and its clients and for maintaining the Subscription Products and Services (for example, creating backups of the Patient Data or moving it between servers) so long as Netsmart has a bona fide need to do so subject to and for the sole purpose required by this Addendum and the Master Agreement. The Usage License does not confer on Netsmart any right to share Patient Data with third parties other than Netsmart employees or consultants who are bound by agreements that contain confidentiality provisions equivalent to those contained in the Master Agreement. The foregoing restriction on Netsmart's use of Patient Data does not prohibit Netsmart from making use of Deidentified Data as described and permitted under HIPAA.
- C. Licensee shall pay Netsmart the Charges identified for the Subscription Products and Services on the Master Agreement Expenditure page for the initial term and any associated optional renewal term(s).
- D. If certain Third Party Products are being licensed under this Addendum, Licensee 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 Addendum and as between Netsmart and Licensee, in the event of a conflict of terms, the terms of this Addendum shall prevail.

6. Term and Termination

- A. Netsmart will make the Subscription Products and Services available and Charges will apply, during the term shown on the Master Agreement Expenditures page for each Subscription Product or Service("Initial Term"). Subscription(s) will be made available concurrent with initial payment.
- B. In the event that Licensee discontinues using the Subscription Products and Services for any reason, Licensee shall be entitled to the return of all Data entered into the Subscription Product. In the event Netsmart ceases doing business, Licensee shall also be entitled to the return of all data entered into the Subscription Product. In the event data is returned to Licensee, it will be provided in commadelimited file format or another format mutually agreed to by both parties. Further:
 - 1) In the event of a termination of the contract, the service provider shall implement an orderly return of Licensee data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Licensee data.
 - 2) During any period of service suspension, the service provider shall not take any action to intentionally erase any Licensee data.
 - 3) In the event of termination of any services or agreement in entirety, the service

provider shall not take any action to intentionally erase any Licensee data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period;
- 30 days after the effective date of termination, if the termination is for convenience;
- 60 days after the effective date of termination, if the termination is for cause.

After such period, the service provider shall have no obligation to maintain or provide any Licensee data and shall thereafter, unless legally prohibited, delete all Licensee data in its systems or otherwise in its possession or under its control.

- 4) The Licensee shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
 - 5) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Licensee. Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the Licensee.
- C. Either party may terminate this Addendum in the event the other is in material breach of the terms of this Addendum, or as permitted under the Master Agreement.

7. Licensee Obligations

In addition to the obligations under the Master Agreement Licensee agrees:

- A. That it has no ownership rights in data or information in the DID services or content.
- B. To restrict use of Drug Information Data to licensed healthcare professional directly connected with the Licensee, either as an employee or an authorized affiliate. Such use shall be made only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between the Licensee and the publisher of the Drug Information Data, Licensee assumes full responsibility for ensuring the appropriateness of using and relying upon the information supplied by the Drug Information Data publisher, in view of all attendant circumstances, indications and contraindications. Except as provided above, it will not otherwise make the DID content available to any person, or entity including the government, whether affiliated or not, except as required by subpoena or other legal process and after notice to the owner of the content.
- C. To maintain accurate and up to date Patient Data in all systems covered by the Master Agreement. Client hereby represents and warrants that it has obtained from its patients all authorizations and consents required under all applicable laws in order for Client to provide Data to Netsmart (and its third party Netsmarts if applicable) and for Netsmart and its Netsmarts to use Data to provide the Services in accordance with this Addendum.
- D. To provide support to its Users and Consumers related to their use of the Subscription

Products and Services.

- E. To notify Netsmart in the event Licensee becomes aware of or suspects misuse, unauthorized access, data corruption or any other threat to the security of the Subscription Products system and related data or if Licensee receives a subpoena or other legal process requiring disclosure of Netsmart confidential information or DID content.

8. Netsmart Obligations

In addition to the obligations of the Master Agreement, Netsmart will be responsible for:

- A. Establishing SSL connectivity between the Consumer's computing device and the CareProvider's firewall;
- B. Meeting the Service Levels Agreement as stated in the Master Agreement;
- C. Keeping Patient Data confidential in accordance with the terms of the Master Agreement and as required by law.

9. Limitation on Cumulative Liability for Subscription Products

EXCEPT FOR A CONTRACTUAL OBLIGATION TO INDEMNIFY LICENSEE, THE CUMULATIVE LIABILITY OF NETSMART TO LICENSEE FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THE SUBSCRIPTION PRODUCTS AND SERVICES COVERED BY THIS ADDENDUM, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE AMOUNT OF THE CHARGES PAID TO NETSMART FOR THE SUBSCRIPTION PRODUCTS AND SERVICES UNDER THIS ADDENDUM FOR THE PRIOR TWELVE (12) MONTHS.

- 4) The Netsmart **Master Agreement Expenditures** is hereby amended to add additional **OrderConnect Tokens, AMA CPT Code Subscription,** and add **Additional Subscription Products and Services** as attached hereto, and incorporated by reference herein.

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Except as herein amended, all other parts and sections of that Agreement #844 (447-S1711) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Nicole Ebrahimi-Nuyken, LMFT
Behavioral Health Director
Behavioral Health Division

Dated: _____

Requesting Department Head Concurrence:

By: _____
Daniel Del Monte
Interim Director
Health and Human Services Agency

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to that Agreement for Services #844 (447-S1711) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Lori Parlin, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

NETSMART TECHNOLOGIES, INC.
(A DELAWARE CORPORATION)

By: _____
Joseph McGovern
Executive Vice President
"Contractor"

Dated: _____

(LKK)



#447-S1711 / #844 Amendment VI
Master Agreement Expenditures (06/01/22 - 05/31/24)

Master Agreement Expenditures	Qty	Unity Type	Monthly Rate	Term (Month)	Total Y6 (6/1/22-5/31/23)	Total Y7 (6/1/23-5/31/24)
Software						
Avatar Plexus Cloud SaaS	180	Named User/Mo	\$ 66.92	12	\$ 144,538.36	\$ 150,319.89
OrderConnect ePrescriber (Sub)	5	Named User/Mo	\$ 78.29	12	\$ 4,697.22	\$ 4,885.11
OrderConnect Non-Prescriber (Sub)	8	Named User/Mo	\$ 15.82	12	\$ 1,518.38	\$ 1,579.12
OrderConnect Base Fee (Sub)	1	Each/Mo	\$ 136.87	12	\$ 1,642.48	\$ 1,708.18
Diagnosis Content on Demand Subscription	1	Each/Mo	\$ 120.67	12	\$ 1,448.05	\$ 1,505.97
Two Party Escrow Agreement	1	Each/Mo	\$ 70.98	12	\$ 851.70	\$ 885.77
CareConnect Inbox	226	Named User/Mo	\$ 5.00	12	\$ 13,560.00	\$ 14,102.40
CareManager	750	Each/Mo	Removal Effective 01/01/2021			
OrderConnect EPCS Subscription	3	Named User/Mo	\$ 8.00	12	\$ 288.00	\$ 299.52
OrderConnect EPCS Subscripton (Added in AMD VI)	1 (Year 6 includes shipping and handling)	Named User/Mo	\$ 18.33	12	\$315.00	\$ 220.00
Telehealth™ Subscription	40	Named User/Mo	Removal Effective 01/01/2022			
Enterprise Training	1	Each	One Time Fee - Paid			
MyLearningPointe	150	Named User/Mo	\$ 3.75	12	\$ 6,750.00	\$ 7,020.00
AMA CPT Code Subscription	226	Named User Per Year	\$ 21.00	12	\$ 4,746.00	\$ 4,935.84
SubTotal			\$ 545.62		\$ 180,355.19	\$ 187,461.80
Travel*			Not Needed			
Pro-rated Rate for 5/22/17 – 5/31/17	\$373.97	Each/Day	-	-	-	-
Support Services						
Avatar Electronic Signature (eSig) (Mnt)	1	Each/Mo	\$212.91	12	\$ 2,554.97	\$ 2,657.17
POS Scanning Powered by Perceptive (Mnt)	1	Each/Mo	\$202.77	12	\$ 2,433.26	\$ 2,530.59
SubTotal			\$415.69		\$4,988.23	\$5,187.76
Total by Year					\$ 185,343.42	\$ 192,649.56

Additional Subscription Products and Services (Billed according to Term outlined in SOW/Quote)				Total Year 6 through 7 (06/01/22 - 05/31/24)
Professional Services, Consulting or Additional Licensing & Optional Services needed during the course of Agreement on an "as-needed" and "as-approved" basis. Additional Services must be preapproved in writing by Licensee per the terms of the Netsmart Subscription Products Addendum included in this Agreement.*	N/A	N/A	N/A	\$350,000

* CA Dept. of Health Care Services will provide direction for additions regarding new CalAIM requirements. Additions will not be limited solely to CalAIM updates.

MAXIMUM OBLIGATION Year 6 and 7	\$ 727,993.00
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GRAND TOTAL MAXIMUM OBLIGATION Year 1 through 7	\$ 1,657,443.00
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ATTACHMENT 6

QUOTE
El Dorado - OrderConnect Additional Tokens

<p>By and Between</p> <p>Netsmart Technologies, Inc.</p> <p>11100 Nall Avenue Overland Park, KS 66211 ("Netsmart")</p>	<p>And</p> <p>El Dorado County Mental Health Dept. Client Account Number: 0004598 Health & Human Services Agency 3057 Briw Rd Suite B Placerville, CA 95667 ("Client")</p>
<p>Attention: Madison Shook, Client Alignment Representative, Public Sector</p> <p>Telephone No: (913) 272-2488 mshook@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com</p>	<p>Attention: Lisa Rodriguez, Avatar System Administrator</p> <p>Telephone No: (530) 642-4810 lisa.rodriquez@edcgov.us Legal notices to be sent to (if different):</p>

Client

(PRINTED NAME)

TITLE

DATE

Schedule 1 – Scope of Use, Fees and Payment Terms

ONE-TIME CHARGES:

Subscription One-Time			
<u>Product</u>	<u>QTY</u>	<u>Unit</u>	<u>Fees</u>
OrderConnect - EPCS Per Prescriber Setup (Hard & Soft - PRO 7) ⁰¹	1	EACH	\$75.00
Sub-Total			\$75.00

Reimbursed Expense			
<u>Product</u>	<u>QTY</u>	<u>Unit</u>	<u>Fees</u>
Shipping & Handling	1	EACH	\$20.00
Sub-Total			\$20.00

RECURRING CHARGES:

Subscription				
<u>Product</u>	<u>Term</u>	<u>QTY</u>	<u>Unit</u>	<u>Year 1 Fees</u>
OrderConnect - EPCS Subscription ⁰¹ License #1	12	1	NAMDUSR/MO	\$220.00
Sub-Total				\$220.00

Notes:

The recurring fee amount represents the full annual recurring fee at the contracted rates herein. The recurring fees paid during year one may vary based on proration described in the payment terms and product-specific term start dates identified within this quote or purchase agreement.

All annual recurring fees are subject to the annual increase set forth in the Agreement.

(1) - Those products notated with a (1) are subject to third party pass through terms available at: <https://www.ntst.com/lp/pass-through-terms>.

This Quote sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client and is subject to and incorporates the terms of the Master Agreement dated 04-18-2017 (the “Agreement”).

Netsmart is not a distributor for the AMA CPT Licenses. Client is required by the AMA to license and pay all applicable fees for the right to use the AMA CPT codes.

Payment Terms: All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms:

- a. Subscriptions
Year 1 payment, due at execution, will be pro-rated to 06-30. Subsequent years will be due annually in advance on the anniversary of that date.
- b. Hardware
100% of Hardware fees are due upon Execution.
- c. Hosting Setup Fee and Subscription One-Time
100% of Hosting Set-up or Subscription One-Time Fee due upon Execution.

ATTACHMENT 7

QUOTE
El Dorado County Mental Health Dept. AMA CPT Code Annual Sub

<p>By and Between</p> <p>Netsmart Technologies, Inc.</p> <p>11100 Nall Avenue Overland Park, KS 66211 ("Netsmart")</p>	<p>And</p> <p>El Dorado County Mental Health Dept. Client Account Number: 0004598 Health & Human Services Agency 3057 Briw Rd Suite B Placerville, CA 95667 ("Client")</p>
<p>Attention: April Collins, Client Alignment Executive, Public Sector</p> <p>Telephone No: +1 (913) 272-2269 acollins@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com</p>	<p>Attention: Lisa Rodriguez, Systems Analyst</p> <p>Telephone No: (530) 621-4810 lisa.rodriguez@edcgov.us Legal notices to be sent to (if different):</p>

Client

(SIGNATURE)

(PRINTED NAME)

TITLE

DATE

Schedule 1 – Scope of Use, Fees and Payment Terms

RECURRING CHARGES:

Third Party Subscription				
<u>Product</u>	<u>Term</u>	<u>QTY</u>	<u>Unit</u>	<u>Year 1 Fees</u>
AMA CPT Code Subscription ⁰¹ Fee for calendar year 2022	1	226	NAMDUSR	\$4,746.00
			Sub-Total	\$4,746.00

Notes:

The recurring fee amount represents the full annual recurring fee at the contracted rates herein. The recurring fees paid during year one may vary based on proration described in the payment terms and product-specific term start dates identified within this quote or purchase agreement.

All annual recurring fees are subject to the annual increase set forth in the Agreement.

(1) - Those products notated with a (1) are subject to third party pass through terms available at:
<https://www.ntst.com/lp/pass-through-terms>.

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This Quote sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client and is subject to and incorporates the terms of the Master Agreement dated 04-18-2017 (the “Agreement”).

Payment Terms: All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms:

- a. Third Party Subscriptions
Year 1 payment, due at execution, will be pro-rated to 05-30. Subsequent years will be due annually in advance on the anniversary of that date.
- b. Third Party Subscriptions
Year 1 payment, due at execution, will be pro-rated to 05-30. Subsequent years will be due annually in advance on the anniversary of that date.