AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND NETSMART TECHNOLOGIES, INC

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Netsmart Technologies, Inc ("Contractor") for the purpose of purchasing licenses, solutions, hardware, services, and training.

This Agreement replaces and supersedes in its entirety the Agreement Between The County of Tehama and Netsmart Technologies, Inc dated June 14, 2023 and all addendums, amendments, quotes and the like thereto between the parties (the "Prior Agreements"). County acknowledges and agrees to pay (i) all outstanding and undisputed invoices related to the Prior Agreements immediately upon execution of this Agreement; and (ii) all undisputed invoices detailed in this Agreement.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide licenses, solutions, hardware and services including training on a "per hour" basis, as outlined in Exhibits B through G attached hereto.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said licenses, solutions, hardware and services as laid out in the Master Agreement (Exhibit B).

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit G, after satisfactorily completing the duties described in this Agreement in accordance with its terms. The Maximum Compensation payable under this Agreement shall not exceed $2,336,049.16. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or

reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence May 1, 2025, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties in accordance with the scope of the agreement to the reasonable satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of material terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor provided County notified Contractor in writing of any dissatisfaction for which Contractor was afforded no less than 30 days (unless otherwise agreed by the parties) to effect a cure of such breach. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed and in progress (in accordance with any scope of work) as of the date of notice.   County may terminate this agreement immediately upon written notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of the Contractor's assets or equity, or any other similar transaction; provided, that the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose

from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. <u>INDEMNIFICATION</u>

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all third party claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. <u>INSURANCE</u>

Contractor shall procure and maintain insurance pursuant to <u>Exhibit A</u>, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. <u>PREVAILING WAGE</u>

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable,

County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid

waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15.   COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal and state laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16.   LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17.   AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18.   NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

    If to County: Tehama County Health Services Agency
                                Attn: Executive Director
                                P.O. Box 400
                                Red Bluff, CA 96080

(530) 527-8491

If to Contractor: Netsmart Technologies, Inc
Attn: Corporate Counsel
11100 Nall Avenue
Overland Park, KS 66211
(913) 272-2269
Contracts_notice@ntst.com

Notice shall be deemed to be effective two days after mailing.

19.   NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the
right to negotiate with and enter into agreements with others providing the same or similar
services to those provided by Contractor, or to perform such services with County's own forces,
as County desires.

20.   STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions
of this agreement in accordance with the standards of the profession for which Contractor has
been properly licensed to practice.

21.   LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through
the life of this contract.

22.   RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement
nor the provision shall be construed against the party who drafted the Agreement or provision.

23.   NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a
third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their
intent to create any rights or obligations in any third person or entity under this Agreement. The

parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

If applicable, Contractor shall provide to County all lawfully required Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make commercially reasonable efforts to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for

transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27. CalAIM

Contractor will comply with all Federal and State of California laws applicable to the general operation of its business. In addition, Contractor will ensure that its software is compliant with Federal laws or regulations that govern the form and maintenance of health records. Contractor further warrants that the Software Services are and will be capable of meeting State of California regulations applicable to the form and maintenance of health records and health related information. Any specific State of California requirement including, for example state-specific data collection, billing or reporting formats that the County requires must be set forth in the Statement of Work. Future changes to State of California requirements will be addressed by an amendment of this Contract.

28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

COUNTY and CONTRACTOR intend to protect the privacy and provide for the security of Protected Health Information (PHI) disclosed to CONTRACTOR pursuant to this contract in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.

CONTRACTOR is directly subject to the HIPAA Security Rule, including its civil and criminal penalties, and shall implement its standards.

COUNTY and CONTRACTOR agree to assume the obligations and activities listed in Exhibit B to insure the privacy and security standards of Protected Health Information (PHI) that may come into their respective possession during the course of this agreement.

29.   <u>EXHIBITS</u>

Contractor shall comply with all provisions of Exhibits A through G, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

The following is a list of all the Exhibits to this Agreement, which are hereby incorporated by reference:

Exhibit A- Insurance

Exhibit B – Master Agreement (inclusive all its Schedules) and Business Associate Agreement

Exhibit C – RCM Addendum

Exhibit C-1 – RevConnect Clearinghouse Services

Exhibit D – Scope of Work – Application Managed Services (AMS)

Exhibit E – NX Scope of Work

Exhibit F – Netsmart Hosting Addendum to License

Exhibit G - Pricing/Payment Terms

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

_____

Jayme S. Bottke, Executive Director

NETSMART TECHNOLOGIES, INC.

Date: 4/16/2025

_____

Joseph McGovern, Executive Vice President

Standard Form of Agreement – Services adopted 12/08/22

<u>Exhibit A</u>

<u>INSURANCE REQUIREMENTS FOR CONTRACTOR</u>

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

<u>Commercial General Liability</u> (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

<u>Automobile Liability</u>
Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

<u>Workers' Compensation</u>
If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

<u>Professional Liability</u> (Contractor/Professional services standard agreement only)
If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to Contractor who in turn will notify the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and seek to obtain damages from Contractor resulting from breach. .

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Exhibit B

MASTER AGREEMENT

This Master Agreement ("**Agreement**") is effective as of the date last signed by the parties below (the "**Effective Date"),** between

Netsmart Technologies, Inc.	Tehama County Health Services Agency
11100 Nall Avenue	818 Main St
Overland Park, KS 66211	PO Box 400
("**Netsmart**")	Red Bluff, CA 96080-2759
	("**Client**")
	State tax exempt: No
Attention: Joseph McGovern, EVP	Attention: Jayme S. Bottke
Telephone No: (631) 968-2012	Telephone No: 530-527-8491 ext 3810
E-mail Address: jmcgovern@ntst.com	E-mail Address: jayme.bottke@tchsa.net
Legal notices to be sent to:	Legal notices to be sent to (if different):
Contracts_Notice@ntst.com	contractsprocessing@tchsa.net

This Agreement sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client.

1. DEFINITIONS

Each capitalized term used in this Agreement shall have the following meaning:

a. "**Confidential Information**" means all technical, financial and other information that is disclosed by either party to the other, whether orally or in writing, any disputes, status reports, scheduling updates, workflows, forms, reporting, the terms of this Agreement, pricing, Services, Work Product, Data, Documentation, all non-public information related to Netsmart products, services and methodologies. "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.

b. "**Data**" means all information collected, stored, processed or generated through Client's use of the Software Services.

c. "**Documentation**" means the description and features of the Licensed Software and Software Services as set forth on the Netsmart Wiki, which includes release notes. The Netsmart Wiki can be accessed via the application or the NetsmartConnect support portal.

d. "**First Productive Use**" means the date that Data is being accessed or entered in the Software Services for processing or review in Client's commercial environment.

e. "**Force Majeure**" mean acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, acts of terrorism, fire, labor, civil disturbances, transportation problems, interruptions of power supply or communications, breakdown of internet service provider and natural disasters, any of which makes performance impossible.

f. "**Hardware Configuration**" means the hardware required to install and/or operate the Licensed Software or Software Services as set forth at https://wikihelp.ntst.com/Special:Userlogin?returntotitle=Req#tab=login, Username: Netsmart_Prospect and Password: Netsmart1.

g. "**Licensed Software**" means the Netsmart commercial computer software programs in object code form listed in a Purchase Agreement and their associated Documentation.

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

i. "**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 Software or Software Services; relevant information regarding users' experiences when using the Licensed Software or Software Services; Netsmart's business practices related to exchanging electronic health information; and the manner in which a user uses the Licensed Software or Software Services.

j. "**Purchase Agreement**" means a document executed by the parties (such as a quote or addendum) setting forth the items being purchased by Client, which will be subject to and incorporated into this Agreement.

k. "**Scope of Use**" means a metric used to define the limits of the products and services as provided for in the Agreement (i.e. number of concurrent users).

l. "**Services**" means the implementation, training, Software Services, Support Services and other services to be provided by Netsmart under this Agreement.

m. "**Software Services**" or "**SaaS**" means the right to access the Licensed Software and/or Third Party Products in a cloud computing environment in accordance with the SOW, together with the Support Services.

n. "**Statement of Work**" or "**SOW**" means the scope for the implementation of the Software Services.

o. "**Support Services**" means the application maintenance and support services provided by Netsmart for the Software Services.

p. "**Third Party Products**" means any commercial software product acquired by Netsmart from an outside vendor on behalf of Client.

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

2. **SOFTWARE SERVICES LICENSE RIGHTS**

a. <u>Software Services License</u>. Netsmart hereby grants Client a non-exclusive, royalty-free, non-transferable subscription license to use the Software Services only:

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

ii. to support the Scope of Use for the Software Services set forth on the applicable Purchase Agreement(s).

b. <u>License Rights</u>. 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 Agreement.

c. <u>License Restrictions.</u> Except as expressly stated in this Agreement, no other rights, express, implied or otherwise, are granted to Client and Netsmart reserves all rights not expressly granted herein. Client will not permit the Software Services or Third Party Products (i) to be disassembled or reverse engineered, (ii) to be sold, disclosed, leased, subleased, lended 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, and/or (v) 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 Client without the prior written consent of Netsmart except for backup purposes in accordance with normal data processing practices. Client 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.

d. <u>Third Party Products.</u> 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 Client 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 contained in the third party pass through terms will diminish Netsmart's obligations under this Agreement.

e. <u>Software Title</u>. The Software Services are proprietary to Netsmart and are based upon and contain trade secrets and other Confidential Information. Netsmart reserves title to the Software Services and all other rights not expressly granted herein.

f. <u>Scope of Use Audit.</u> Client acknowledges that Netsmart has access to view Client's actual Scope of Use and will periodically verify Client'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, Client agrees to true-up the Scope of Use to the current usage levels.

3. SERVICES

a. Implementation. The Statement of Work will set forth the tasks to be performed by each party, the time frames in which such tasks will be performed, and will identify the roles and responsibilities of the persons who will be provided by Client to support the implementation.

b. Support Services. Netsmart agrees to provide Support Services in accordance with the terms set forth on Schedule A.

c. 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.

d. 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.

e. 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 the Agreement.

4. PAYMENTS

a. Payments. Invoices are payable net thirty (30) days after invoice date. Client will pay a finance charge on all undisputed amounts past due at a rate of 18% per annum or the highest interest rate permitted by law. Failure to make timely payment is considered a material breach of the Agreement.

b. Annual Increases. Netsmart agrees that it will not revise any recurring fees during the first year of this Agreement. Thereafter, any recurring fees will be increased annually at a rate of **5%** or the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care, whichever is greater. Netsmart may further increase recurring fees for Third Party Products, if such increase from Netsmart's third party supplier exceeds the amount permitted under this Section. Netsmart agrees any such additional increase shall be at the same rate charged by the third party supplier.

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.

5. WARRANTIES

a. Functionality Warranty. Netsmart warrants that the Software Services will substantially conform in all material respects with the Documentation, provided Client is on the most current or next to most current version of the Software Services and no modifications, additions or alterations of any kind have been made. In the event of a breach of the foregoing warranty and provided Client is receiving Support Services, Netsmart will (i) correct any reproducible Problems or Defects in the Software Services which prevent it from operating in substantial conformance with the Documentation; or (ii) provide a commercially reasonable alternative that will substantially conform with the Documentation in accordance with the Support Services provisions set forth in

Schedule A. The foregoing warranty will only apply if Client meets the Hardware Configuration. CLIENT'S EXCLUSIVE REMEDY UNDER THIS SECTION AND NETSMART'S SOLE OBLIGATION IS TO MODIFY THE SOFTWARE SERVICES TO ELIMINATE THE PROBLEM OR DEFECT. IN THE EVENT NETSMART CANNOT MODIFY OR ELIMINATE THE PROBLEM OR DEFECT, CLIENT MAY TERMINATE THE AGREEMENT PURSUANT TO THE TERMINATION SECTION AND SEEK ALL AVAILABLE REMEDIES AT LAW AND IN EQUITY.

    a. <u>Services Warranty.</u> Netsmart warrants that the Services will be performed in a professional manner in accordance with the terms in this Agreement.

    b. <u>Disclaimer Of All Other Warranties.</u> THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE SOFTWARE SERVICES, HARDWARE OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.

6.   **LIMITATION OF LIABILITY**

a. <u>LIMITATION ON DAMAGES</u>**.** EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

b. <u>LIMITATION ON CUMULATIVE LIABILITY</u>. EXCEPT FOR INFRINGEMENT INDEMNIFICATION OBLIGATIONS, THE MAXIMUM AGGREGATE LIABILITY OF NETSMART TO CLIENT FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE FEES PAID TO NETSMART FOR THE IMPACTED PRODUCTS AND SERVICES DURING THE PRIOR TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

7.   **INDEMNIFICATION**

a. <u>Infringement Indemnification</u>. Netsmart will defend, indemnify and hold harmless Client and its officer, directors, employees and agents from and against third party claims, liabilities, obligations, judgements, causes of action (the "**Claim**"), and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of an allegation that the use of the Software Services infringes a third party's U.S. patent, trademark, copyright or other third party intellectual property right. In the event such an infringement is found, Netsmart will at its option and expense, and as Client's sole and exclusive remedy, procure the right to continued use of the Software Services, replace or modify the Software Services with a non-infringing program, or terminate the license of the Software Services, and will refund to Client a pro rata refund of fees prepaid for Software Services not yet provided. Netsmart's indemnification obligations will not apply to the extent the Claim is based upon (i) the use of the Software Services in violation with the terms of this Agreement; (ii) the use of the Software Services in combination with other products or services not made or furnished by Netsmart, provided that the Software Services alone are not the cause of such Claim; (iii) the modification, additions or alterations of the Software Services or any portion thereof by anyone other than Netsmart, provided that the Software Services in unmodified form are not the cause of such Claim; or (iv) the use of Software Services not updated to the latest version offered by Netsmart, where such version cures the infringement.

b. <u>Client Indemnification.</u> Client will indemnify, defend and hold harmless Netsmart and its officer, directors, employees and agents from and against all Claims, and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Client's misuse of the Software Services, or any claim by any party receiving services from Client.

c. <u>Indemnification Process</u>. Upon becoming aware of any matter which is subject to the provisions of the Indemnification Section, the party seeking indemnification must (i) give prompt written notice of such Claim to

the other party; (ii) provide the indemnifying party with the authority, information and assistance to defend or settle the Claim; and (iii) not materially prejudice the indemnifying party's ability to defend or settle the Claim. The indemnifying party has the right to control and defend the Claim at its own expense and with its own counsel and to settle the Claim so long as such settlement does not require the indemnified party to pay any money or admit any liability without the indemnified party's prior written consent. The indemnified party will have the right, at its option, to participate in the defense of the Claim with its own counsel at its own expense.

8.   TERM AND TERMINATION

a.   Term. The Term of the Service(s) is set forth on the applicable Purchase Agreement(s) (the "Term"). At the expiration of the initial Term, the Service(s) will be automatically renewed on an annual basis on the anniversary of the Effective Date for additional one year terms ("**Option Term**"). Either party may terminate the Service(s) as of the last day of the initial Term or any Option Term, by providing ninety (90) days written notice of termination prior to the last day of the initial Term, or the last day of any Option Term.

b.   Termination. Either party may terminate this Agreement or a Purchase Agreement, if the other party is in material breach by sending a written notice specifying each breach with reasonable detail, unless (i) the breaching party has cured the breach within thirty (30) days of receipt of written notice, or (ii) with respect to a breach which may not be reasonably cured within the 30-day period, the breaching party is diligently pursuing cure of, and cures the breach as soon as practicable. In the event this Agreement is terminated due to a breach by Client, within thirty (30) days of the date of termination of this Agreement, Client will erase from all computer storage any image or copies of the Software Services, related documentation and will certify in writing to Netsmart that the original and all copies of such property have been destroyed. In the event of termination, Client shall be responsible for all fees related to software and Services rendered through the effective   date   of such   termination.

c.   Copy of Data upon Termination. Upon termination of the Agreement, Netsmart will make a machine readable backup copy of the Data available to Client at no additional cost, in an SQL backup file (.bak) format. The backup file will be delivered via Secure FTP or on an encrypted disc as requested by Client. Netsmart retains no rights or ownership to the Data.

d.   Survival. Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in the following Sections of this Agreement will survive and will be binding on the representatives, successors, heirs and assignees of the parties: Limitation of Liability, Indemnification (with respect to claims arising prior to termination), Confidentiality, and General Provisions.

9.   CONFIDENTIALITY

a.   Confidential Information. Except as permitted in this Agreement, 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. 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 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).

b. HIPAA. The parties agree to comply with the Business Associate Agreement ("**BAA**") attached hereto and incorporated by reference.

10. INTELLECTUAL PROPERTY

Netsmart retains all right, title and interest, including intellectual property rights and all other rights in the Licensed Software, Software Services, Services and Work Product. Netsmart grants to Client a non-exclusive, non-transferable license to use Work Product for Client's own internal business purposes in conjunction with the Software Services during the Term and for no other purpose.

11. FORCE MAJEURE

Except for obligations to pay for Services performed or products delivered, neither party will be responsible for delays or failures in performance resulting from an event of Force Majeure. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

12. GENERAL PROVISIONS

a. Governing Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to the conflict of law rules thereof. Both parties agree this Agreement does not constitute a consumer transaction.

b. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings contained in any other written or oral communication. In the event of any conflict between or among the documents comprising this Agreement, the latest dated agreement will prevail. This Agreement may not be modified except in writing and signed by authorized representatives of the parties.

c. Notices. Any notices required or permitted to be sent hereunder will be in writing and will be sent, deposited with the U.S. Postal Service (certified mail, return receipt requested). Notices to Client and Netsmart will be sent to the addresses first set forth on the first page of this Agreement. Notices to Netsmart will be sent "Attention: Corporate Counsel" and emailed to Contracts_Notice@ntst.com. Notices will be effective upon the date when delivery is either effected or refused.

d. Waiver. A waiver or consent to any term, condition, right or remedy under this Agreement must be in writing to be effective. Failure of either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. No waiver or consent for any one matter will be a waiver or consent for any subsequent or different matter.

e. Insolvency. In the event that either party will cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under a Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, which is not discharged within ninety (90) days, then (at the option of the other party) this Agreement will terminate and be of no further force and effect and any property or rights of such other party, whether tangible or intangible, will forthwith be returned to it.

f. Assignment. Client may not assign this Agreement or any of the licenses herein, without the prior written consent of Netsmart, except to an assignee who acquires all or substantially all of the assets of Client, is not a

competitor of Netsmart and has financial resources at least equal to those of Client. Any permitted assignee will assume in writing, all obligations of the assignor.

g. Publicity. Upon prior written approval, Client authorizes Netsmart to identify Client as a client, and to use Client's name and logo in any of Netsmart's advertising copy, promotional material or press releases.

h. Equitable Relief. It is specifically agreed that the breach of this Agreement, and in particular the provisions concerning non-disclosure of Confidential Information may result in irreparable injury and the party who claims such a breach will be entitled to seek specific performance and injunctive relief to correct and enjoin such breach in addition to all other remedies which might be available.

i. Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. In the event they are unable to resolve the dispute, the parties agree to submit the dispute to confidential mediation under the then current CPR Mediation Procedure http://www.cpradr.org before resorting to litigation. If a trial results from any dispute not resolved by mediation, the parties waive their right to a jury trial. No action, regardless of form, arising out of this Agreement will be brought more than one (1) year after the cause of action accrues

j. Practice of Medicine and Accuracy of Information. Client acknowledges and agrees that the Software Services and Services are information management tools, many of which contemplate and require the involvement of professional medical personnel. The duty to diagnose and treat a patient lies solely with Client and use of information provided by Netsmart, in no way replaces or substitutes for the professional judgment or skill of Client.

k. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted, and the remaining provisions of this Agreement will not be affected in any way.

l. Execution. This Agreement may be executed in two or more counterparts, each of which will be deemed an original. This Agreement may be executed and delivered by facsimile or other electronic signature (whether digital or encrypted), which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

m. Headings. The headings of the paragraphs and sections of this Agreement are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement.

Schedule A: Application Support Services

The following is a description of the Support Services to be performed by Netsmart during the time period in which Client is purchasing Support Services.

1. Netsmart will support and maintain the most current version of the Licensed Software in substantial conformance with applicable Federal laws. Client acknowledges and agrees that, in the event Client has chosen to utilize a less than current version of the Licensed Software or has missed any mandatory upgrades, Client will bring the Licensed Software up to Netsmart's then-current version in order for Client to be eligible for Support Services described herein.

2. Priority1 issues must be called in directly to the Netsmart Support department.
   For all other concerns Client can call or use Netsmart's designated online support system to log issues specifying a Problem or Defect in the Licensed Software.

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

4. Netsmart will also provide Client 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

5. Netsmart 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.

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

7. If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to hardware used by Client, the hardware's system software, or applicable software other than Licensed Software, or Client 's misuse or modification of the Licensed Software, Netsmart'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.

8. If analysis by Netsmart indicates that a reported problem is caused by a reproducible Problem or Defect, Netsmart 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 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. *Client's Commitment:* • This case Priority must be called in directly to the Netsmart Support department. • Client provides specific, detailed information required for troubleshooting/investigation.

	• Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 2 after three business days.
2 - High	**Priority 2:** 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. *Client's Commitment:* • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 3 after six business days.
3 - Medium	**Priority 3:** 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 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. *Client's Commitment:* • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 4 after eleven (11) business days.
4 - Low	**Priority 4:** 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. *Client's Commitment:* • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required.

Schedule A-1: Service Level Agreement for Software 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.

For the absence of doubt, Software Services include 24x7x365 Support Services for Priority 1 issues.

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):

System Availability = [(Base Time – Unscheduled Downtime) / (Base Time)] x 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 SaaS/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 SaaS 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.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") effective on the Effective Date is entered into by and between Netsmart Technologies, Inc. with principal offices at 11100 Nall Avenue Overland Park, KS 66211 ("Netsmart") and Tehama County Health Agency with principal offices at ("Covered Entity").

RECITALS

A. The purpose of this BAA is to comply with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and all of the regulations promulgated under either of them, all as amended from time to time (collectively, "HIPAA"), the Confidentiality of Substance Use Disorder of Patient Records (42   CFR   Part 2), the 21st Century Cures Act: Interoperability, Information Blocking, and the ONC Health IT Certification Pro gram (the "ONC Interoperability Rules") (45 CFR Part 170 and 171).

B. This BAA and the Services Agreement (defined below) sets forth the terms and conditions pursuant to which Protected Health Information ("PHI") that is provided by Covered Entity or created, used, disclosed, received, maintained or transmitted by Netsmart to, from or on behalf of Covered Entity will be handled.

C. Terms used in this BAA, not otherwise defined, shall have the same meaning as set forth in the Privacy Rule, Security Rule and Omnibus Final Rule (the "Final Rule") which are incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. **Services**. Netsmart provides services for Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein, Netsmart may make any and all uses of PHI necessary to perform its obligations under any and all current mutually executed agreement(s) between the parties ("Services Agreement"). Additionally, Netsmart may use or disclose PHI for the purposes authorized by this BAA, and for the proper management and administration of Netsmart or to carry out its legal responsibilities. Further, Netsmart may use PHI; provided, however, that if such disclosures are not Required by Law, then (a) Netsmart will obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (b) the person will notify Netsmart of any instances of which it is aware in which the confidentiality of the information has been breached.

2. **Responsibilities of Netsmart**. With regard to its use and/or disclosure of PHI, Netsmart hereby agrees to do the following:

    a. Permitted Uses and Disclosure of Protected Health Information. Use and/or disclose the PHI only as permitted or required by this BAA, the Services Agreement, or as otherwise required by law;

    b. Appropriate Safeguards. Netsmart will establish and maintain appropriate safeguards and will comply with the Security Rules with respect to Electronic PHI, to prevent use or disclosure of such Electronic PHI other than as provided for by the Services Agreement and this BAA;

    c. Documentation of Disclosures to Covered Entity. Netsmart agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F. R. §164.528;

    d. Provide Accounting of Disclosures. Netsmart agrees to provide to Covered Entity such information as is requested by the Covered Entity to permit Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's PHI in

accordance with 45 C.F. R. §164.526 and §164.528. The evaluation of and requests for amendment of PHI maintained by Netsmart will be the responsibility of Covered Entity. If Covered Entity provides an amendment to an individual's PHI pursuant to 45 C.F. R. §164.526, Netsmart shall incorporate such amendment;

e. <u>Access to PHI</u>. Covered Entity is primarily responsible for responding to Individuals' requests for access to a copy of their protected health information. Covered Entity is solely responsible for all determinations regarding the grant or denial of an Individual's request for their protected health information and for the content of an Individual's designated record set. Any requests that Netsmart receives for individual access under 45 C.F.R. §164.524 shall be referred directly to Covered Entity. Netsmart shall provide access to PHI in a designated record set to meet Covered Entity's obligations under 45 C.F.R. §164.524 and the requirements of the Interoperability and Information Blocking provision under 45 C.F.R. Part 171;

f. <u>Subcontractor and Agents</u>. Netsmart will require that any agent, including a Subcontractor, to whom it provides access to electronic PHI agrees in a written contract to implement and use Administrative, Physical and Technical Safeguards that reasonably protect the Confidentiality, Integrity and Availability of the electronic PHI;

g. <u>Reports of Improper Use or Disclosure, Security Incidents or Breach</u>. Report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted or required by this BAA, Breach of Unsecured PHI or a Security Incident of which Netsmart becomes aware within thirty (30) days of Netsmart's discovery of such unauthorized use and/or disclosure. For purposes of this BAA "Security Incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Netsmart so long as no such incident results in unauthorized access, use or disclosure of PHI;

h. <u>Mitigation</u>. Mitigate to the extent practicable, any harmful effect that is known to it of a use and/or disclosure of PHI in violation of the requirements of this BAA;

i. <u>Access to Books and Records</u>. Make available all of its internal practices, records, books, policies and procedures relating to the use and/or disclosure of PHI received from, or created or received by Netsmart on behalf of Covered Entity, available to the Secretary of HHS for purposes of determining Covered Entity's compliance with HIPAA;

j. <u>Comply with Obligations</u>. To the extent that Netsmart is to carry out an obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164 (the "Privacy Rule"), comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation;

k. <u>Data Aggregation</u>. Netsmart may use or disclose PHI 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;

l. <u>De-identification of Data</u>. Netsmart may de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose unless prohibited by applicable law. Netsmart achieves de-identification in accordance with the HIPAA privacy rule, Netsmart utilizes a utility that meets the "Safe Harbor" method (HIPAA §164.514(b)(2)).

The solutions Netsmart provides the County utilize this de-identified data. The subscription products use of de-identified data is a core component of the solution as it relates to decision support algorithms which are derived from our national de-identified dataset of consumer information i.e.

prescribing patterns, best clinical practices, etc. Our EHR provide several data sharing features (i.e. sharing of referrals and connections to information exchange networks requested by client, etc…).

3. **Responsibilities of Covered Entity**.

   a. Provisions of Notice of Privacy Practices. Covered Entity will promptly inform Netsmart of any changes or limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 to the extent any such limitation may affect Netsmart's use or disclosure of PHI;

   b. Notice of Changes to Individuals PHI. Covered Entity will promptly inform Netsmart of any changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals whose PHI may be used and/or disclosed by Netsmart under this BAA pursuant to 45 C.F.R. §164.506 or §164.508 to the extent such changes may affect Netsmart's use or disclosure of PHI. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Netsmart with PHI; and

   c. Notification to Restrictions of PHI. Covered Entity will promptly notify Netsmart in writing and in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by Covered Entity as provided for in 45 C.F.R. §164.522 to the extent such restriction may affect Netsmart's use or disclosure of PHI. If Netsmart reasonably believes that any such restriction agreed to by Covered Entity may materially impair Netsmart's ability to perform its obligations under the Services Agreement or this BAA, the parties will mutually agree upon any necessary modification of Netsmart's obligations under such agreements.

   d. Request to Use or Disclose PHI. Covered Entity shall not request Netsmart to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the Final Rule if done by Covered Entity, except as permitted under this BAA.

4. **Term and Termination**.

   a. This BAA will become effective on the Effective Date and will continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by written mutual agreement of the parties. Notwithstanding the foregoing, this BAA will remain in effect as long as Netsmart is in possession of any PHI that belongs to Covered Entity.

   b. Upon either party's knowledge of a material breach by the other party of this BAA, such party will provide written notice to the breaching party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days . Upon the expiration of such cure period, the non-breaching party may terminate this BAA.

   c. Netsmart will return to Covered Entity or destroy (when feasible), within sixty (60) days of the termination of this BAA. If the return of the protected health information is not feasible, the protections of this BAA shall automatically be extended to such protected health information and the further uses and disclosures shall be limited to only those purposes that make the return or destruction of the protected health information infeasible.

5. **Miscellaneous Provisions**.

a. Survival. The respective rights and obligations of Netsmart and Covered Entity under the provision of Sections 2(h) will survive the termination of this BAA until such information is able to be returned or destroyed.

b. Incorporation. The terms of this BAA are fully incorporated in and subject to the terms of the Services Agreement.

c. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

d. Notices. Any notices required or permitted to be sent hereunder will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses first set forth above or to such other address as a party may designate by notice pursuant hereto. Notices to Netsmart will be sent "Attention: Privacy Officer" and emailed to Contracts_Notice@ntst.com. Notices to Covered Entity will be sent "Attention: Privacy Officer" unless otherwise specified. Notices will be effective upon the date when delivery is either effected or refused.

e. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule and HITECH. This BAA may not be modified or amended, except in writing as agreed to by each party. Any inconsistency in this BAA shall be resolved to permit the parties to comply with HIPAA and HITECH.

f. Binding Effect. This BAA shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

g. Severability. Should any provision of this BAA be found unenforceable, it shall be deemed severable and the balance of the BAA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

h. Entire Agreement. This BAA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

EXHIBIT C

NETSMART REVENUE CYCLE MANAGEMENT ADDENDUM

Client desires to retain Netsmart and Netsmart agrees to be retained by Client, to provide services specified in this RCM Addendum. In consideration of the mutual promises contained herein, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

Netsmart provides software solutions and services for Client under a current mutually executed agreement(s) between the parties (the "Agreement"). The terms of this RCM Addendum are fully incorporated in and subject to the terms of the Agreement. In the event of any conflict between the Agreement and this RCM Addendum, this RCM   Addendum   controls.

1.   NETSMART SERVICES

1.1. **General Services.** Netsmart will provide services as set forth in the applicable Statement of Work ("Services") attached hereto as RCM Exhibit B.

1.2. **RCM Services Provider.** During the Term of this RCM Addendum, Client agrees that Netsmart shall be the sole and exclusive provider of the Services.

1.3. **Personnel**. Netsmart shall employ or otherwise provide staff to furnish the Services required hereunder. Netsmart may engage independent contractors to provide Services. Netsmart is responsible for the acts and omissions of its contractors. All persons that Netsmart employs or engages shall not be excluded from any federal health care program. All Netsmart employees shall also have completed Netsmart's applicable background check and drug screen. Netsmart shall maintain compliance exclusively with its internal exclusion, background check, and drug testing policies throughout the Term of this RCM Addendum. Both parties agree to monitor the OIG List of Excluded Individuals/Entities and the government disbarment list on a monthly basis and notify each other within a reasonable period of time of the exclusion of a person employed by or contracted with such party. In addition, and notwithstanding any termination provision set forth in this RCM Addendum, if either party is excluded or employs or contracts for employment with an excluded person from any federal health care program, the other party shall have the immediate right to terminate the RCM Addendum.

1.4. **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.

2.   CLIENT OBLIGATIONS

2.1. **Coding Information.** Client shall provide Netsmart with all necessary information relating to patient insurance coverage. Client shall provide Netsmart with accurate information as to the health care services provided and the appropriate diagnosis codes or other billing code for each such service (collectively "Coding Data"). Unless otherwise noted in RCM Exhibit B, Client shall be responsible for reviewing the accuracy of the Coding Data and codes provided to Netsmart. Client shall be solely responsible for ensuring that all billed services are properly documented, are medically necessary and are coded and supported in compliance with all applicable laws. The parties expressly agree that Netsmart relies on the completeness and accuracy of all Coding Data provided by Client in the preparation and submission of bills, and that all services provided were medically necessary and accurately documented by qualified medical personnel.

2.2. Patient Information. Client shall provide Netsmart with reasonable access to patient registration and demographic data, dictation, discharge summaries, medical record entries, charge documents, and other data reasonably necessary to perform the Services. Client shall be responsible for complying with all laws in providing medical records and patient information to Netsmart.

2.3. Third Party Products. Third party products are licensed subject to the same restrictions as are set forth in the Agreement. Certain third party products are also subject to and Client 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 contained in the third party pass through terms will diminish Netsmart's obligations under this Addendum.

3. TERM

3.1. Term. This RCM Addendum shall be effective as the RCM Effective Date and shall continue for a period of twelve (12) months (the "Term"). Thereafter, this RCM Addendum shall automatically renew for successive twelve (12) month terms unless either party provides written notice of non-renewal no later than sixty (60) days prior to the end of the then current Term.

3.2. Transfer of Accounts; Continued Services after Termination. Upon expiration or termination of this RCM Addendum, except for termination for breach pursuant to the Agreement, the following shall occur: Netsmart shall deliver to Client, within 30 business days of written request from Client, a status report containing information regarding open accounts in standard form and format and non-proprietary information concerning Payers and claims processing. In the event Client does not make this request, Netsmart shall not be required retain any Client information.

4. COMPENSATION

4.1. Fees. Client will pay Netsmart the fees as set forth on RCM Exhibit A. Unless otherwise specified on RCM Exhibit A, invoices are payable net thirty (30) days after invoice date. Client will pay a finance charge on all undisputed amounts past due at a rate of 18% per annum or the highest interest rate permitted by law. Failure to make timely payment is considered a material breach of this RCM Addendum.

4.2. Annual Increases. Unless otherwise stated in RCM Exhibit A, annual increases are pursuant to the terms of the Agreement. Netsmart may further increase recurring fees for Third Party Products, if such increase from Netsmart's third party supplier exceeds the amount permitted under this Section. Netsmart agrees any such additional increase shall be at the same rate charged by the third party supplier.

5. ACCOUNTS RECEIVABLES

Ownership Interest. Netsmart acknowledges and agrees that Netsmart has no ownership interest in Client's accounts receivables and that all collections derived from Services provided under this RCM Addendum belong to Client. Payments on Client bills will be made directly to Client. If Netsmart receives any payment on any such bill, it shall promptly remit the same to Client. Netsmart shall not negotiate and shall not have any authority to negotiate any check payable to Client from Payers.

6. RELIANCE, DISCLAIMER OF WARRANTY AND LIMITATION ON LIABILITY

6.1. Netsmart's Reliance upon Others. Client agrees and acknowledges that the software programs utilized by Netsmart are not error-free and may not detect all possible errors made by the parties. Client further acknowledges that Payers' guidelines and regulations are subject to interpretation by the applicable governmental agency. Netsmart does not represent or guarantee that a governmental agency will interpret a guideline or regulation in a manner that is consistent with the software programs used by Netsmart. Netsmart will utilize the currently available updates to the software programs. Client acknowledges and agrees that Netsmart is not responsible and shall bear no liability for the content, completeness, or accuracy of the information that Client provides, or how the software programs process the information to bill Payers. Client accepts and acknowledges that use of the software programs may not detect all billing errors or irregularities; that not all errors or irregularities detected through the use of the software programs will prove on review to have been actual errors or irregularities; and that the software programs may generate errors in the claim submissions to Payers.

6.2. DISCLAIMER OF WARRANTIES. THE SERVICES PROVIDED BY NETSMART AND ITS THIRD PARTIES ARE FURNISHED "AS-IS". NETSMART AND ITS THIRD-PARTY VENDORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.

6.3. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF NETSMART TO CLIENT FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS RCM ADDENDUM, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE FEES PAID TO NETSMART FOR THE IMPACTED PRODUCTS AND SERVICES DURING THE PRIOR SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

7.   BOOKS AND RECORDS

7.1. Record Keeping. Netsmart shall comply with all federal laws and regulations now in effect or hereafter adopted regarding the retention and availability of its books and records related to the performance of its obligations under this RCM Addendum.

7.2. Access to Books and Records. Medicare requires contractors whose services exceed $10,000 during a twelve-month period to provide access to Medicare or its representatives to their books and records. Netsmart will provide access to Medicare auditors to their books and records upon their request during normal business hours.

7.3. Policies and Procedures. Client will provide Netsmart with a copy of applicable policies and procedures relating to business office operations. Netsmart agrees to make reasonable efforts to abide by applicable policy terms and conditions provided to Netsmart related to its Services. Client shall notify Netsmart in writing of any modifications or amendments to the policies.

8.   MISCELLANEOUS

8.1. Client Reference Agreement. Client agrees to act as a site reference for Netsmart during the duration of this RCM Addendum.

8.2. No Beneficiaries. There are no third parties intended to be beneficiaries of any obligation or right assumed by either party under this RCM Addendum.

8.3.   Allocation of Risks. Each party represents and warrants that it is a sophisticated party. The prices paid, warranties, warranty disclaimers, limitations of liability, remedy limitations and all other provisions of this RCM Addendum were negotiated to reflect and support an informed and voluntary allocation of risks between Client and Netsmart. Client and Netsmart waive all protection of any federal or state trade practices statutes and expressly release any and all claims Client or Netsmart could bring or file against the other party seeking to assert a claim for relief under a federal or state trade, merchandising practices or consumer protection act statute.

8.4.   Independent Contractors. The relationship of the parties under this RCM Addendum is that of an independent contractor. Except as otherwise specifically provided in this RCM Addendum, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this RCM Addendum is intended to create or constitute a joint venture, a partnership, an agency, a trust, or another association of any kind between the parties or persons referred to herein.

8.5. Survival. Notwithstanding any termination or expiration of this RCM Addendum for any reason, the terms and conditions set forth in the following Sections of this RCM Addendum will survive and will be binding on the representatives, successors, heirs and assignees of the parties: Disclaimer of Warranties, Limitation of Liability, and Miscellaneous Provisions.

8.6. Entire Agreement. This RCM Addendum and the Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings contained in any other written or oral communication. In the event of any conflict between or among the documents comprising this RCM Addendum, the latest dated Addendum will prevail. This RCM Addendum may not be modified except in writing and signed by authorized representatives of the parties.

Netsmart
SIMPLE. PERSONAL. POWERFUL.

RCM EXHIBIT
Compensation

Fees:

RCM fees will be invoiced monthly. This pricing is based on a fee for service client environment with no grant or other funding revenue sources.

RCM Service	Fees	Term
Billing/Cash Posting/AR Care records: myAvatar-GO LIVE 4/1/2022 eCW-Rural Clinic 7/1/2022 Pricing Assumptions: Annual Net Collections: $4,050,000 Annual Claim Count: 24,100	3.088% Net Collections or $3,500 Per Month	Billed one month in arrears, due upon receipt
Patient Statements with Call Center Onboarding Fee Choose from 1 of 3 templates 1. Summary 2. Detailed 3. Deluxe Detail Color Statements 1 Client Logo Call Center Benefits Explanation Call Center Payment Assistance Fees will apply for customization outside of 1 of the 3 standard templates Additional fees will apply for any changes made to statement optimization acceptance form after sign off. *Statement pricing subject to change with postage increases	$.83/per Statement $.26/Each Additional Page $0.15/Duplexing $0.30/NCOA $0.42/Statement $0.11/Statement	Billed one month in arrears, due upon receipt

*Annually the monthly fixed fee will increase 5% for cost of living.

RCM – Scope of Services Document

Netsmart's RCM service offering provides a broad suite of business office services to enhance revenue collection and timely receipt of payments. Our associates are able to analyze Client financial performance and devise strategies to improve the revenue position and overall efficiency within the Client organization.

Netsmart services provided to the Client:

o Comprehensive Revenue Cycle Management services which include All Payers: MediCAL, Medicare, Medicare Advantage Plans All Commercial Payers. RCM will perform:

- Billing, Claim Analysis
- Claim Submission
- Payer Interaction
- Cash Posting
- Denial & Accounts Receivable Management
- Patient Statements & Call Center

o Well trained and experienced revenue cycle and billing professionals.

Revenue Cycle Management Setup

In order to provide a strategic and compliant revenue cycle management service, setup activities are required and will take place in the 30 days following contract execution. Completion of activities below must be fulfilled in order to begin any of the revenue cycle management statement of work.

Netsmart services provided to the Client during the onboarding process:

o sFTP site setup, access credentials and training
o Test and validate client provided access:

- Solution/Care Record
- Clearinghouse
- Payer Portals including Medicare DDE if applicable

Client Responsibilities:

o Complete client owned items in the data collection workbook
o Provide Netsmart RCM access:

- Solution/Care Record
- Clearinghouse
- Payer Portals including Medicare DDE if applicable

Revenue Cycle Management Statement of Work

- Netsmart RCM and Client have entered into a business relationship whereas Netsmart RCM will provide Client with services associated with business office/billing functions. The success of our service-based partnership is dependent upon establishing clear expectations and regular communication between the Client and Netsmart RCM. To engage with our Clients in a transparent working relationship we have outlined a scope of services that follows the customary practice workflow. Any policies, procedures and processes that are not in place in advance of the execution of this agreement will be discussed and plan put into place as a part of the kick-off process.
- Client and Netsmart Revenue Cycle Management Relationship Alignment
  - Bi-Weekly Meeting to review transactions
  - Monthly Executive review of KPIs

Scope of Services

SYSTEM MAINTENANCE & ACCESS			
	RCM	Client/AMS	Frequency
Provide unique user credentials to Netsmart associates for the following: Access to Care Record Access to FISS/DDE to client provider numbers Access all non-Medicare payers included in RCM scope Access to clearinghouse Access to remittance advice and/or 835 payment files Access to payer contracts Access to client liaison to address clinical items		X	As Requested
Review current billing, A/R and cash posting standard operating procedures with Netsmart onboarding manager		X	As Requested
Create a Netsmart RCM standard operating procedure document that outlines handoffs and workflow.		X	As Requested
Review and approve Netsmart RCM standard operating procedure documents.		X	As Requested
Request add/change to payer setup	X	X	As Requested
Complete system configuration for add/change payer setup		X	As Requested
Request add/change to payer plan setup	X	X	As Requested
Complete system configuration for add/change payer plan setup		X	As Requested
Request add/change to charge configuration including but not limited to: Service codes Service code fees HCPCS codes Revenue codes CPT Codes	X	X	As Requested

Revenue Cycle Workflow	RCM	Client	Frequency
Complete system configuration for add/change charge configuration		X	As Requested
Request system configuration changes related to regulatory releases	X	X	As Requested
Complete requested system configuration for regulatory releases		X	As Requested
REGISTRATION AND SCHEDULING			
Schedule client appointments		X	Every Encounter
Register new clients and update existing client registration information into the Care Record		X	Every Encounter
Scan client's insurance card and driver's license into the system		X	Every Encounter
Verify client insurance eligibility prior to scheduled appointment		X	Every Encounter
Complete address validation		X	Every Encounter
Verify client insurance eligibility real-time for walk-in appointment		X	Every Encounter
Client check-in		X	Every Encounter
Time of service payment collection		X	As appropriate
Client check-out and next appointment scheduling		X	As appropriate
CHARGE ENTRY AND REQUEST FOR INFORMATION			
Charge entry via interfaces, EMR and manual entry.		X	Every Encounter
Provide clinical documentation as requested		X	As Requested
CLAIMS GENERATION, PROCESSING AND SUBMISSION			
Claims Generation (Billing)	X		Weekly
Unbilled Research and Reporting	X	X	Weekly
Unbilled Resolution	X		As appropriate
Claims Scrubbing	X		Bi-Weekly
Process claims (primary, secondary, and tertiary)	X		Bi-Weekly
Correct and re-file rejected claims	X		Bi-Weekly
Generate and mail paper claims, as necessary	X		Bi-Weekly
PAYMENT POSTING			
Post and reconcile EOBs/ERAs and identify accounts that require follow-up	X		Daily
Post and reconcile patient payments received from clinic locations-client will provide access to their lockbox	X		Weekly And on last day of calendar month
Reconcile EFT Payments	X		Daily
Electronic access to EOB and ERA data	X		Daily
Review and resolve as possible discrepancies/under payments	X	X	Ongoing
80% of remits delivered through 835		X	Ongoing
Assist with 835 enrollments	X	X	As appropriate
Post CARC and RARC codes to A/R Follow-up	X		As appropriate
BANK DEPOSITS			
Deposit time-of-service into bank account		X	Daily
Deposit EFTs and check payments into bank account		X	Daily

Reconcile EFTs and check payments received against bank payments posted		X	Daily
DENIALS MANAGEMENT AND PREVENTION			
Initiate 1st claims appeal for all non-clinical denials	X		As appropriate
Initiate claims appeal for all clinical denials (No Auth, Med Rec Req, Non-covered service, Medical Necessity, Coding, Non-credentialed location or provider). RCM will provide a list of denials that require client interaction to resolve denial.	X	X	As appropriate
Correct and re-file denied claims	X		As appropriate
Report eligibility-based denials to eligibility team for correction.	X		As appropriate
Propose workflow changes to decrease denials volumes	X		As appropriate
Implement proposed changes to workflow		X	As appropriate
A/R MANAGEMENT			
Generate and mail self-pay statements in the Client's name and according to the standard statement cycle.	X		Monthly
Work self-pay balances through management of 3rd party collection vendor and process		X	As appropriate
Review delinquent self-pay clients with organization liaison for final disposition		X	As appropriate
Research and status Client refunds		X	As appropriate
Research and resolve insurance recoups and credits.	X		As appropriate
Print and mail Client and insurance refund checks.		X	As appropriate
Contact payor on delinquent insurance claims	X		Daily
Post A/R follow up notes to status delinquent insurance claims	X		Daily
Take appropriate steps to resolve delinquent insurance claims	X		Daily
Provide timely response and request to liaison regarding additional information to resolve delinquent insurance claims		X	Daily
Provide Netsmart with access to hospital or external systems for retrieval of demographic and clinical data as needed to work claims		X	As appropriate
Provide client with a detailed listing of claims which are uncollectable based on the denial reason. RCM is requesting approval to write off utilizing the appropriate adjustment/write off code	X		Weekly
Client reviews detailed listing of claims deemed uncollectable by RCM and approves write-off or requests additional information		X	Weekly
FINANCIAL REPORTING AND ANALYTICS			
Generate and share weekly transactional reporting. (Netsmart solutions required)	X		Weekly

	RCM	Client	Frequency
Generate and share Net Revenue templates for Gross to Net Revenue calculation		X	Monthly
Generate and share monthly Key Performance Indicator Dashboard	X		Monthly
Additional reporting needs or custom reporting request should be submitted through normal processes with Netsmart Managed Services. Specifications and design will be accommodated in the scope of those services.		X	As appropriate
PATIENT LIABILITY STATEMENTS			
	RCM	Client	Frequency

Develop statement format localized to client requirements for the following:
  Address Standardization
  Barcode fonts
  Custom logos
  Signature fonts or scanned signature
	X		One Time

Develop process document for statement cycle and protocol for statement generation/method	X		One Time
Provide Crystal report from Client Ledger to be uploaded into Care Record for self-pay quarries	X		One Time
Sign off on statement template and process for production		X	One Time
Submit and Approve postproduction changes at an additional fee		X	As appropriate
Generate statement report from Care Record and send file via defined sftp		X	As Defined
Create statements and prepare them for distribution (mail/text/email)	X		As Defined

Train Client on myEASYview Dashboard for the following functionalities:
  File submission/Confirmation
  Undelivered File Report
  PDF Statement Views
  Review statements and approve release for print
  Report Management
	X		As Defined

Mail Statements included in processing:
  Standard fold with BRE/CRE
  Insertion of document and BRE/CRE
  Indicia/permit mailing (1st class mail)
	X		All Statements

Mail Statements included components:
  Paper - One-page simplex color printing 8 ½ X 11
  BRE/CRE - #9 white standard window security tint reply envelope
  OSE - #10 white standard window security tint outgoing envelope
	X		All Statements

	RCM	Client	Frequency
National change of address (NCOA) registry run against all statements in the physical mail method. NCOA charges apply to all statements where a change of address is found.	X		All Statements
Update all addresses found by NCOA in care record		X	All statements
CALL CENTER			
	RCM	Client	Frequency
Provide toll free number for statements for client inquires and payments	X		Ongoing
Staff toll free number with English speaking associates to assist clients with inquires and payments – Inbound calls only	X		Monday – Friday 8am – 5pm CST
Provide recorded voicemail for calls after hours	X		Ongoing
Respond within 24 business hours to client voicemail inquires, no outbound collection calls.	X		Monday – Friday 8am – 5pm CST
Route client complaints to appropriate department	X		As appropriate
Route request for appointments to appropriate department	X		As appropriate
Route disputes to appropriate department	X		As appropriate
Provide a PCI compliant solution for call center to take payments over the phone for inbound calls only. No outbound collections calls.	X		Ongoing

Special Projects or Out of Scope items

o Special projects or out of scope work caused by an error of omission of the Client staff will be time and material fees based on the rate schedule included in this contract. Durations and hours are estimates and will finalized as part of the project plan creation and sign off.
o All work estimates, and schedules will be provided in advance to the Client accountable program sponsor leader for approval. Weekly progress reports will outline work accomplished for the hours logged.
o Travel expenses will be billed in addition to project fees in accordance with the Master Agreement.

Claim Accuracy

Both parties acknowledge the fact that clean claims and denials rates impact the ability to collect as efficiently and timely as possible. Many of the errors on claims can be attributed to inaccurate scheduling, registration, intake, eligibility and/or charge entry. In order to align incentives of cash collection the below accuracy baseline has been established to account for additional billing resource cost that would be required to manually clean claims for payment.

o **Clean Claims Percentage** is calculated by dividing the total claims that were accepted by the payor without an edit by the total number of claims submitted. For purposed of the Incentive Calculation, this percentage will be calculated over a rolling 90-day period.
o **Accuracy Baseline**: The baseline for accuracy expectations are **greater than or equal to 94.5% clean claim rate ("Clean Claims Percentage")** and **less than 17.5% denials rate ("Denied Claims Percentage")**. Failure to maintain baseline on these metrics will create a less efficient revenue cycle process, and thus the cost will be shared by both parties in the form of an increased billing fee.

o If the baseline Clean Claims Percentage and Denied Claims Percentage are not met over a consecutive two-month period, then an action plan will be created and agreed to by both parties to remedy the claim accuracy.

o If claim accuracy is not remedied within 60 days from the agreement of the action plan, then an increase to the RCM Fee shall be invoiced to Client at the rates detailed in the table below until the clean claim and denials percentages return to contractual defined included rates.

Claim Accuracy Penalty				
Clean Claims Range		Denials Range		Increased RCM Fee Percentage (in addition to fees outlined in Exhibit A)
Low	High	Low	High	
88%	100%	8%	20%	Included
79%	87%	8%	20%	0.25%
79%	87%	20%	30%	0.30%
50%	78%	20%	30%	0.50%
*If accuracy numbers are out of ranges on the table the billing fee will be reevaluated				

EXHIBIT C-1
TO THE AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND NETSMART TECHNOLOGIES, INC.

The parties agree to the following terms:

RCM Service	Quantity	Fees	Payment Term
RevConnect Implementation -as defined in the Scope of Services	NA	$1,500.00 One-Time	Due upon contract execution
RevConnect Clearinghouse Subscription for Human Services	9 NPIs	$3,240.00 Per Month	Billed monthly in advance beginning October 1, 2024

Pricing includes 9 NPIs, If additional billable NPIs are needed, the monthly fees would increase per Month/NPI. The County will notify Netsmart of any additional NPIs and Netsmart will provide the proposed cost.

Scope of Services
RevConnect Clearinghouse Subscription for Human Services

RevConnect SOW Workflow	EDI/RevConnect	Client
837/835 Claims Processing		
Establish weekly onboarding calls	X	X
Provide active payer list		X
Provide billing NPI, Tax ID, Medicaid Provider ID and PTAN		X
Identify administrative user(s) for RevConnect portal management		X
Create client profiles for all billable providers and billing locations	X	
Set-up and provide a RevConnect sFTP site and access for secure file transfers	X	
Prepare 837 payer enrollment agreements	X	
Prepare 835 payer enrollment agreements	X	
Assist client in the completion of payer enrollment agreements • Client will be required to sign enrollment forms (Signee must be registered with the payer) • Client may be required to enroll through the payer portal – client login credentials may be required	X	X
Submit enrollment agreements to payers	X	X
Track the Payer agreements for approval	X	X
Provide Payer IDs and Companion Guides needed for CareRecord configuration	X	
Make necessary configurations changes to CareRecord if required		X
Generate 837 files for testing		X
Create a claim testing environment for go-live preparation	X	
Assist Client in the Claims Testing Process	X	X
Identify clearinghouse edits / rejections • Client is responsible for configuring CareRecord to accommodate edits	X	X
Set-up production environment for LIVE claims processing	X	
Assist with the RevConnect submission of the first LIVE billable claim per payer	X	X
Track the first LIVE billable claim per payer for claim status	X	X
Conduct remote RevConnect user training	X	
Provide ongoing EDI / RevConnect client support	X	
RevConnect SOW Workflow	**EDI/RevConnect**	**Client**
270/271 Batch Eligibility		
Provide active payer list		X

Provide billing NPI, Tax ID, Medicaid Provider ID and PTAN		X
Identify administrative user(s) for RevConnect management		X
Create client profiles for all billable providers and billing locations	X	
Set-up and provide a RevConnect sFTP site access for secure file transfers	X	
Prepare 270 payer enrollment agreements	X	
Assist client in the completion of payer enrollment agreements • Client will be required to sign enrollment forms (Signee must be registered with the payer) Client may be required to enroll through the payer portal – client login credentials may be required	X	X
Submit enrollment agreements to payers	X	X
Track the payer agreements for approval	X	X
Provide Payer IDs and Companion Guide needed for CareRecord configuration	X	
Make necessary configurations to CareRecord if required		X
Generate 270 files for testing		X
Set-up production environment for LIVE eligibility file processing	X	
Test 270 file through the RevConnect sFTP	X	
Identify any 270 processing errors Client is responsible for configuring CareRecord to resolve errors	X	X
Conduct remote RevConnect user training	X	
Provide ongoing EDI / RevConnect client support	X	

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Exhibit D

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 Addendum:

- 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

	Netsmart	Client
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 per month will be limited to 80 hours (approximately 20 hours per week).
- 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.

Method of Delivery

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

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RECURRING CHARGES:

OneTeam Services	Qty	Charges	Term	Payment Terms
Application Management Services (AMS)	80 hours a month	$16,800 per month	For the period of 14 months. Term started November 1, 2024 and will end December 31, 2025	Due monthly commencing on the Contract Execution and each subsequent month thereafter

Exhibit E

Netsmart Technologies, Inc. and Tehama County
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	The project launch call will cover the following items: • Confirm timeline • Provide NX demo • Discuss project expectations • Schedule weekly meetings • Introduce NX playbook o Outline client due dates • Review top form list report

Workflow Review	• 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.
	    o Clinical/Case Management Workflow / Application
	        • 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.
	  - Discuss functionality available but currently not used by the Client
	  o Financial Topics
	    - 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).
	    o These recommendations may include:
	      - 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	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:
	  - Comprehensive assessment of the current workflow.
	  - Recommendations for enhancements to improve efficiency and compliance.
	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.

Configuration	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. 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.
	• Client will be permitted a single round of testing and review to identify acceptance or identify remaining issues
	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.
	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.
	• Client will be permitted a single round of testing and review to identify acceptance or identify remaining issues
	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.
	• The client will be permitted a single round of testing and review to identify acceptance or identify remaining issues.
	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.
Testing	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.
	• 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	Netsmart will conduct one (1) Configuration Training, up to one (1) hour, for up to 15 users. Configuration Training will cover the following topics:
	• 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
	Additional configuration questions and discussions will take place on weekly calls.
	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:
	• 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	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. • The Netsmart consultant will support the first three (3) days of Go-Live remotely, site-wide. Support will take place in the form of daily check-in calls.
Post Go-Live Support	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. 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. 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.
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	The following includes (but not limited to) items identified as beyond the scope of this agreement: • Custom report modifications to configure report definitions for menu launch reports with parameters, as needed. Custom report modifications to configure "can grow" properties to specific fields, as needed.

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 – NX Upgrade 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	

	Netsmart	Client
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.

Exhibit F

NETSMART HOSTING ADDENDUM TO LICENSE

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 committments 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. Netsmart hereby grants Client a non-transferable, non-exclusive right to access the Hosted System for a period of 36 months from the Addendum Effective Date (the "Initial Term"). At the expiration of the initial Term, the hosting services will be automatically renewed on an annual basis on the anniversary of the Effective Date for additional one year terms ("**Option Term**"). Either party may terminate the Service(s) as of the last day of the initial Term or any Option Term, by providing ninety (90) days written notice of termination prior to the last day of the initial Term, or the last day of any Option Term.

b) <u>Early Termination</u>. 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) <u>Hosting Services</u>. Netsmart agrees to provide hosting services in accordance with the terms set forth on Addendum Schedule (b) attached hereto.
   b) <u>Data Services</u>. 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) <u>Data Security</u>. 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) <u>Suspension of Services</u>. 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) <u>Payments.</u> Client agrees to pay Netsmart the Fees in the amounts and at the times set forth in Addendum Schedules. With the exception of the initial invoice which is due contract signing, invoices are payable net thirty (30) days after invoice date. Thereafter, any outstanding balance shall bear simple interest at the lower of 18% per annum or the highest interest rate permitted by law. Failure to make timely payment is considered a material default of the Agreement.
   b) <u>Annual Increases</u>. Netsmart agrees that it will not revise any recurring fees during the first year of this Addendum. Thereafter, any recurring fees will be increased annually at a rate of 5% or the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care, whichever is greater. Netsmart may further increase recurring fees for Third Party Products, if such increase from Netsmart's third party supplier exceeds the amount permitted under this Section. Netsmart agrees any such additional increase shall be at the same rate charged by the third party supplier.
   c) <u>Taxes</u>. 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.

Addendum Schedule 2(a)
Fees

Netsmart Professional Services

Item	Price	Payment Terms
Set-up Services: • 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)	$49,400	Fees will commence on Project Kick-off with an estimated start date of July 2025
Data Migration from Client's Server to Netsmart Data Center	$6,400	Fees will commence on Project Kick-off with an estimated start date of July 2025
Total Fees - Professional Services	$55,800	

Addendum Schedule 2(a) (continued…)

Third Party Products

Item	Price	Payment Terms
VPN Appliance –Provides a secure VPN tunnel for all local network users, freeing your network personal from having to install individual VPN client software on each computer that will use the Netsmart Programs. Traffic passing through the VPN tunnel to the Netsmart Plexus Cloud Environment, must use Network Address Translation (NAT) to a Netsmart specified IP address range Client must agree to make any firewall modifications to accommodate upgrades or changes to the Netsmart Plexus Cloud Firewall infrastructure.	$400	Fees will commence on Project Kick-off with an estimated start date of July 2025
VPN Appliance Annual Maintenance	$110.40	Fees will commence on Project Kick-off with an estimated start date of July 2025
Total Fees -	$510.40	

Recurring

Description	Payment Due Annually
- Avatar DataWarehouse Hosting - NIAM Centralized Hosting(200 Named Users) - ScriptLink Hosting - Perceptive Disaster Recovery Hosting(64 concurrent users) - VPN Hosting - Avatar CalPM Maintenance - Avatar CWS Maintenance - General Ledger Interface Maintenance - Avatar MSO SaaS - Avatar SaaS Concurrent User (64 Concurrent users) - Avatar Cache Elite Maintenance, Multi-Server, Platform Specific (64 Concurrent Users) - AMA CPT Code Subscription - Diagnosis Content on Demand Add-On	Fees will commence on Project Kick-off with an estimated start date of July 2025 and annually thereafter
Total Recurring Fees Year 1	$213,403.29
Total Recurring Fees Year 2	$283,708.27
Total Recurring Fees Year 3	$283,708.27

*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):

System Availability = [(Base Time – Unscheduled Downtime) / (Base Time)] x 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.

Exhibit G – Pricing & Payment Terms

Subscription and Maintenance	July 2024 - June 2025	July 2025 – June 2026	July 2026 - June 2027	July 2027 - June 2028	Payment Term
AMA CPT Code Subscription	$ 2,273.53	$ 2,387.21	$ 2,506.57	$ 2,631.90	Billed Annually
Red Hat Jboss Subscription*	$ 19,000.00	$ 19,950.00			Billed Annually
Speech Recognition Powered by M*Modal Concurrent Users	$ 7,245.00	$ 7,607.25	$ 7,987.61	$ 8,386.99	Billed Annually
Avatar CalPM Maintenance*	$ 6,257.83	$ 6,257.83			Billed Annually
Avatar CWS Maintenance*	$ 5,959.85	$ 5,959.85			Billed Annually
Avatar Cache Elite Maintenance, Multi-Server, Platform Specific*	$ 20,481.77	$ 20,481.77			Billed Annually
Avatar MSO Maintenance*	$ 3,771.54	$ 3,771.54			Billed Annually
Avatar General Ledger Interface (GLI) Maintenance*	$ 6,257.83	$ 6,257.83			Billed Annually
Avatar RADplus Named User Maintenance (96 users)*	$ 48,057.93	$ 48,057.93			Billed Annually
CareConnect HIE Connector (CCD Transactions) SaaS	$ 8,543.30	$ 8,970.47	$ 9,418.99	$ 9,889.94	Billed Annually
CareConnect CALAIM FHIR Interface SaaS	$ 5,700.00	$ 5,985.00	$ 6,284.25	$ 6,598.46	Billed Annually
CareConnect Inbox Named User SaaS	$ 8,396.65	$ 8,816.48	$ 9,257.31	$ 9,720.17	Billed Annually
Netsmart ASAM Continuum Integration Subscription	$ 4,766.78	$ 5,005.12	$ 5,255.37	$ 5,518.14	Billed Annually
Diagnosis Content on Demand Subscription - DSM	$ 17.46	$ 18.33	$ 19.25	$ 20.21	Billed Annually
Diagnosis Content on Demand Subscription - Not Utilizing DSM	$ 3,320.35	$ 3,486.37	$ 3,660.69	$ 3,843.72	Billed Annually
myHealthPointe 2.0 Essentials - Human Services	$ 13,579.90	$ 14,258.90	$ 14,971.84	$ 15,720.43	Billed Annually
RevConnect Clearinghouse Subscription for Human Services	$ 38,880.00	$ 40,824.00	$ 42,865.20	$ 45,008.46	Billed Annually
Revenue Cycle Management **Transactional Fee - amount represented is minimum amount, otherwise 3.088% Net collections	$ 42,000.00	$ 44,100.00	$ 46,305.00	$ 48,620.25	**Transactional - See RCM Exhibit $3500 a month or 3.088% Net Collections
Application Managed Services (AMS) Consulting Services: 80 Hours a Month - November 2024 through June 2025	$ 134,400.00				Billed Monthly in Arrears
Total Subscription and Maintenance	**$ 378,909.72**	**$ 252,195.87**	**$148,532.07**	**$ 155,958.68**	

New Purchases		July 2025 – June 2026	July 2026 – June 2027	July 2027 – June 2028	
myAvatar Hosting Services					
One Time Fees: -Hosting Setup Fee - Avatar NIAM Centralized Model -Avatar NIAM Credential Migration Centralized Model -Hosting Setup Fee - Avatar Concurrent Users -Professional Services - Avatar -Plexus Cloud Hosting Application and DB Migration -Plexus Cloud Services - Avatar -VPN Appliance		$ 56,200.00			Fees will commence on Project Kick-off with an estimated start date of July 2025
Recurring Fees: -Plexus Cloud Hosting - Avatar Data Warehouse - High Availability -Plexus Cloud Hosting - Avatar Identity and Access -Management (NIAM) Centralized Model (200 Named Users) -Plexus Cloud Hosting - Avatar Scriptlink -Plexus Cloud Hosting - Perceptive - Disaster Recovery – -Concurrent User -Plexus Cloud Hosting VPN -Avatar CalPM Maintenance -Avatar CWS Maintenance -Avatar General Ledger Interface (GLI) Maintenance -Avatar MSO Maintenance -Avatar RADplus Named User Maintenance (200 Users) -Avatar Data Warehouse Middleware SaaS -Avatar MSO SaaS -Avatar SaaS Concurrent User (64) -VPN Appliance Maintenance -AMA CPT Code Subscription -Diagnosis Content on Demand Add-On		$ 213,403.29	$283,708.27	$ 283,708.27	Fees will commence on Project Kick-off with an estimated start date of July 2025 and annually thereafter

myAvatar NX Uplift					
myAvatar NX Implementation Services and Project Management		$ 63,800.00			Fees will commence on Project Kick-off with an estimated start date of July 2025
Post Go-Live Support for myAvatarNX with Application Managed Services (AMS) Consulting Services		$ 19,200.00			Billed upon NX Project Go-Live
Application Managed Services					
Application Managed Services (AMS) Consulting Services: 80 Hours a Month - July 2025 through December 2025		$ 100,800.00			Billed Monthly in Arrears beginning July 2025
OrderConnect E-Prescribing					
Recurring Fees:					
OrderConnect Base Fee		$ 1,650.00	$1,732.50	$1,819.13	Fees will commence on Project Kick-off with an estimated start date of July 2025 and annually thereafter
OrderConnect EPCS Subscription Fee (qty1)		$ 242.00	$254.10	$266.81	Fees will commence on Project Kick-off with an estimated start date of July 2025 and annually thereafter
OrderConnect Full Suite Prescriber Fee (qty1)		$ 1,372.80	$1,441.44	$1,513.51	Fees will commence on Project Kick-off with an estimated start date of July 2025 and annually thereafter

OrderConnect Non-Prescriber Fee (qty1)		$ 171.60	$180.18	$189.19	Fees will commence on Project Kick-off with an estimated start date of July 2025 and annually thereafter
UltiMedex Prescriber User Subscription		$ 204.00	$214.20	$224.91	Fees will commence on Project Kick-off with an estimated start date of July 2025 and annually thereafter
Diagnosis Content on Demand (per user)		$ 27.48	$28.85	$30.30	Fees will commence on Project Kick-off with an estimated start date of July 2025 and annually thereafter
One-Time Fee:					
ECPS Prescriber Setup (per user, qty 1)		$ 75.00			Fees will commence on Project Kick-off with an estimated start date of July 2025
Shipping & handling EPCS Token)		$ 25.00			Fees will commence on Project Kick-off with an estimated start date of July 2025
Professional Services - OC Project Management		$ 2,700.00			Fees will commence on Project Kick-off with an estimated start date of July 2025

Professional Services - Avatar OC NX Implementation & EPCS Install		$ 18,000.00			Fees will commence on Project Kick-off with an estimated start date of July 2025
Total New Purchases		$ 477,871.17	$287,559.54	$ 287,752.11	
Additional Support and Services - Discretionary Funds					
At Client's written request and approval, Netsmart may make available additional products and services to be consistent with Netsmart's evolving role as an Electronic Health Record and practice management service organization. Additional products and services means products and services beyond those described in the Master Agreement and Netsmart's response to client's request for proposals that support and enhance the existing Electronic Health Record and practice management services provided by Netsmart. Additional products and services may include but not limited to expanding interfacing of Netsmart's electronic health record system with other Client health systems, increased efficiency, and compliance with State requirements of electronic health records that are not already included in the Master Agreement. *Amount allocated to be utilized across the term of the contract, FY 2024 - 2028.		$350,000.00			Billed upon execution of a purchase order/quote - Terms will be outlined based on services and subscriptions provided
Total Discretionary Funds		$ 350,000.00			

Total Fees:	July 2024 – June 2025	July 2025 – June 2026	July 2026 - June 2027	July 2027 – June 2028	
Subscription and Maintenance Fees	$ 378,909.72	$ 252,195.87	$ 148,532.07	$ 155,958.68	
New Purchases		$ 475,141.17	$287,559.54	$ 287,752.11	
Totals	**$ 378,909.72**	**$ 727,337.04**	**$436,091.61**	**$ 443,710.79**	
Discretionary Funds for Additional Services & Subscriptions		**$350,000.00**			
Total Contract Amount		**$ 2,336,049.16**			

End of Exhibit G