R E G U L A R   A G E N D A

38. HEALTH SERVICES AGENCY
   a) AGREEMENT - Approval and authorization for the Executive Director to sign the Agreement with Netsmart Technologies for the provision of electronic health record software licenses, maintenance, and the mandatory implementation of new state requirements for CalAIM, with a maximum compensation not to exceed $818,871.12, effective 7/1/22 and shall terminate 6/30/25.
   (Miscellaneous Agreement #2023-205)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Hansen, Leach, Nolen, Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 27th day of June, 2023.

DATED: July 6, 2023

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

Deputy

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 May 20, 2014 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 E 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 D, after satisfactorily completing the duties described in this Agreement in accordance with its terms. The Maximum Compensation payable under this Agreement shall not exceed $818,871.12. 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 on July 1, 2022 and shall terminate June 30, 2025 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 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.

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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. INDEMNIFICATION

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. INSURANCE

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

12.   **PREVAILING WAGE**

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.

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28.   **EXHIBITS**

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 D – 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: _____6-14-23_____

_____
Jayme S. Bottke, Executive Director

NETSMART TECHNOLOGIES, INC

Date: _____6/14/2023_____

_____
Joseph McGovern, Executive Vice President

INSURANCE REQUIREMENTS FOR CONTRACTOR

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.

Commercial General Liability (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.

Automobile Liability
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.

Workers' Compensation
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.

Professional Liability (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.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

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.

<u>Acceptability of Insurers</u>

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.

<u>Subcontractors</u>

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

<u>Material Breach</u>

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.

<u>Policy Obligations</u>

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

<u>Verification of Coverage</u>

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.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

MASTER AGREEMENT

This Master Agreement ("**Agreement**") is effective as July 1, 2022, and will terminate on June 30, 2025 (the "**Contract Term**"), between

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

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

1. <u>**DEFINITIONS**</u>
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. <u>**SOFTWARE SERVICES LICENSE RIGHTS**</u>

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.

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

c.   <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. <u>Term</u>. The Term of the Service(s) shall commence on July 1, 2022, and will terminate on June 30, 2025, (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. <u>Termination.</u> 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. <u>Copy of Data upon Termination</u>. 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. <u>Survival.</u> 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. <u>Confidential Information.</u> 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. <u>HIPAA.</u> 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. <u>Governing Law</u>. 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. <u>Entire Agreement</u>. 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. <u>Notices</u>. 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. <u>Waiver</u>. 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. <u>Insolvency</u>. 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. <u>Assignment</u>. 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. <u>Publicity</u>. 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. <u>Equitable Relief</u>. 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. <u>Dispute Resolution</u>. 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. <u>Practice of Medicine and Accuracy of Information.</u> 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. <u>Severability</u>. 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. <u>Execution</u>. 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. <u>Headings</u>. 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: 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. <u>Provide Accounting of Disclosures</u>. 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.

3. **Responsibilities of Covered Entity**.

    a. <u>Provisions of Notice of Privacy Practices</u>. 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. <u>Notice of Changes to Individuals PHI</u>. 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. <u>Notification to Restrictions of PHI</u>. 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. <u>Request to Use or Disclose PHI</u>. 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

This Revenue Cycle Management Service Addendum ("RCM Addendum") dated March 01, 2022 ("RCM Effective Date") is a supplement to the terms of the Agreement dated July 1, 2023 ("Master Agreement") by and between Netsmart Technologies, Inc. with offices at 11100 Nall Avenue, Overland Park, Kansas 66211 ("Netsmart") and Tehama County Health Agency ("Client"), with offices located at 818 Main St Red Bluff, CA 96080. Except as modified by this Addendum with respect RCM Services, the terms of the Master Agreement will apply to the rights and obligations of the parties.

Netsmart Technologies Inc. offers a comprehensive suite of solutions and services to enhance the clinical and financial processes for providers within Behavioral Health & Post-Acute Organizations. This document will provide an outline of the proposal of services to be provided between Netsmart Plexus Revenue Cycle Management (RCM) and Client.

Client desires to retain Netsmart, and Netsmart agrees to be retained by Client, to provide consulting services specified in this RCM Addendum inclusive of Exhibit B. 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:

Capitalized terms not defined in this RCM Addendum shall have the same meaning as set forth in the Master Agreement.

1.   TERM

1.1. **The RCM Services Shall** commence 60 days from contract signature and continue for a period of 12-months (the "Term"). Monthly fees to begin as outlined in Exhibit A. Upon completion of Term, this addendum will automatically renew for an additional 1 year unless either party provides written notice of its election to terminate the RCM Agreement, which notice must be given no later than Ninety (90) days prior to the end of the than effective term.

1.2. Default. This RCM Addendum may be terminated prior to the end of the Term if either party breaches any of its material obligations herein and such breach continues for a period of sixty (60) days after the defaulting party receives written notice of the breach.

2.   GENERAL SERVICES

2.1. S**pecific Services Included:** Without limiting the generality of the foregoing, Services included are as defined in RCM Exhibit B – Scope of Services Document.

2.2. **Personnel.** Netsmart shall employ or otherwise provide staff to furnish the services required hereunder. Netsmart may engage independent contractors to provide services. All persons that Netsmart employs or engages shall never have been excluded or subject to exclusion from participating in any federal health care program or have been convicted of any offense related to fraud in the provision of health care

services. All persons that Netsmart employs or engages shall be adequately trained on applicable billing laws, regulations, third-party Payer rules, and compliance reporting that conforms to the program guidance of the Office of Inspector General of the Department of Health and Human Services ("OIG") for third-party medical billing companies. In addition, and notwithstanding any termination provision set forth in this RCM Addendum, if either party is excluded from any federal health care program, the other party shall have the immediate right to terminate the RCM Addendum. In the event that a party has employed or contracted with an excluded person, that party shall immediately terminate its relationship with the excluded person, or the other party shall have the immediate right to terminate the RCM Addendum. Both parties agree to continuously monitor the OIG List of Excluded Individuals/Entities and the government disbarment list and notify each other within a reasonable period of time of the exclusion of a person employed by, or contracted with, such party.

3.   CLIENT OBLIGATIONS

3.1. **Client Obligations** are as defined in the Scope of Services Document in RCM Exhibit B.

3.2. **Client Transfer or Change in Control.** In

the event of the transfer of any business of Client or a change in control of Client that results in another entity performing any of Client's obligations required under this RCM Addendum, such transfer or change in control shall not affect or release either party from full performance of this RCM Addendum through the term of the RCM Addendum, including the right of Netsmart to be paid through the term of the RCM Addendum.

4. **Obligations with respect to monitoring and policies and procedures**

4.1. **Monitoring.** Netsmart acknowledges and agrees that, if requested by an authorized representative of Client, Netsmart shall be subject to routine monitoring, review, and, potentially, external audit (limited to Netsmart activities used in performance of this RCM Addendum). Netsmart agrees to cooperate fully in any such review conducted in connection with the administration of Client's compliance program.

5. COMPENSATION

5.1 Fees. Netsmart's compensation for the Services furnished pursuant to this RCM Addendum shall consist of a monthly fee. Such compensation shall be as set forth on **RCM Exhibit A.**

5.2 Annual Increases. Netsmart agrees that it will not revise any recurring fees during the first year of this Agreement. Thereafter, any 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.

6. LIMITATION OF 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 Client or Netsmart. Client further acknowledges that Payers' guidelines and regulations are subject to interpretation by the applicable

governmental Client. Netsmart does not represent or guarantee that a governmental agency will not interpret a guideline or regulation in a manner inconsistent 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 or accuracy of the information that Client provides. Netsmart shall immediately notify Client if the guidelines or regulations are interpreted in a manner that is non-compliant with such guidelines or regulations. Netsmart shall hold all client billing until a process that is compliant with such governmental guideline and regulation can be implemented.

6.2. **Limitation on Damages.** The total liability of Netsmart to Client for any damages arising out of or related to this RCM Addendum, its subject matter, and/or the relationship of the parties shall be limited to an amount not in excess of an amount equal to the total Netsmart fees billed to Client during the six month period prior to the period in which such claim arose, or if no fees have been billed, an amount equal to three times the anticipated Monthly Fee during the first six months of this RCM Addendum.

7. MISCELLANEOUS

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

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

7.3. **Order of Precedence.** In the event of inconsistency between this RCM Addendum and the Master Agreement, the following order of precedence shall govern: (1) this RCM Addendum (2) the Master Agreement along with its attachments, addendums, exhibits, and schedules.

RCM EXHIBIT A
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 Onboarding Fee: Pricing Assumptions: Annual Net Collections: $4,050,000 Annual Claim Count: 24,100	 $2,500/Onetime 3.088% Net Collections $3,500 Per Month	 Due upon contract execution 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
	
	$2,000/Onetime
	
	$.83/per Statement
	$.26/Each Additional Page
	$0.15/Duplexing
	$0.30/NCOA
	
	$0.42/Statement
	$0.11/Statement
		
		Due upon contract execution
		
		Billed one month in arrears, due upon receipt

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

RCM Exhibit B – 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:

![Netsmart logo] Netsmart
SIMPLE. PERSONAL. POWERFUL.

- 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
  - o Bi-Weekly Meeting to review transactions
  - o Monthly Executive review of KPIs

Scope of Services

NTST RCM Addendum
April 2016 v3

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
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
Revenue Cycle Workflow	RCM	Client	Frequency
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

Task			Frequency
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			

	RCM	Client	Frequency
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
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

	RCM	Client	Frequency
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
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 D

Exhibit D - Pricing and Payment Terms, Tehama County					
			7/1/23 thru 6/30/24	**7/1/24 thru 6/30/25**	
	Co-Term Period		**Period Fees**	**Period Fees**	**Payment Terms**
Subscription and Maintenance Fees					
Avatar CWS Maintenance	10/1/22 - 6/30/23	$ 4,054.32	$ 5,676.05	$ 5,959.85	Billed Annually
Diagnosis Content on Demand Subscription - DSM	11/1/22 - 6/30/2023	$ 10.56	$ 16.63	$ 17.46	Billed Annually
AMA CPT Code Subscription	1/1/23 - 6/30/23	$ 1,031.08	$ 2,165.27	$ 2,273.53	Billed Annually
Speech Recognition Powered by M*Modal Concurrent Users	2/1/23 - 6/30/23	$ 2,875.00	$ 6,900.00	$ 7,245.00	Billed Annually
Avatar CalPM Maintenance	1/1/23 - 6/30/23	$ 2,838.02	$ 5,959.84	$ 6,257.83	Billed Annually
Avatar Cache Elite Maintenance, Multi-Server, Platform Specific	1/1/23 - 6/30/23	$ 9,288.78	$ 19,506.44	$ 20,481.76	Billed Annually
Avatar MSO Maintenance	1/1/23 - 6/30/23	$ 1,710.45	$ 3,591.95	$ 3,771.54	Billed Annually
Avatar General Ledger Interface (GLI) Maintenance	1/1/23 - 6/30/23	$ 2,838.02	$ 5,959.84	$ 6,257.83	Billed Annually
Avatar RADplus Named User Maintenance	1/1/23 - 6/30/23	$ 21,794.98	$ 45,769.46	$ 48,057.93	Billed Annually
Diagnosis Content on Demand Subscription - Not Utilizing DSM	1/1/23 - 6/30/23	$ 1,505.83	$ 3,162.24	$ 3,320.36	Billed Annually
Revenue Cycle Management		*****	*****	*****	*Transactional - See Exhibit C $3500 a month or 3.088% Net Collections
Total		$ 47,947.04	$ 98,707.72	$ 103,643.10	Fee

New Purchases					
AMS					
Application Managed Services - Consulting Engagment (resource for CalAIM)			$ 300,000.00		125 Hours a Month for 1 Year - Billed Montly in Arrears *Statement of Work and Additional Details are to be defined
MyHealthPointe 2.0 (CalAIM)					
MyHealthPointe Professional Services (Implementation Fee)			$ 2,600.00		One-Time Fee - Due on Execution
MHP - 2.0 Essentials Subscription Fee			$ 13,579.90	$ 13,579.90	Billed upon project Go-Live and annually thereafter
CareConnect Inbox (CalAIM)					
CareConnect Inbox Professional Services(Implementation Fee) (CalAIM)			$ 2,000.00		One-Time Fee - Due on Execution
CareConnect Subscription Fee - Named User			$ 8,396.65	$ 8,396.65	Billed upon project Go-Live and annually thereafter
FHIR Integration (CalAIM)					
FHIR Implementation Fee			$ 6,800.00		One-Time Fee Due on Execution
FHIR Interface Subscription Fee			$ 5,700.00	$ 5,700.00	Billed Annually
JBOSS Upgrade					
Hosting Setup Fee			$ 4,000.00		One-Time Fee Due on Execution
JBOSS Subscription Fee			$ 19,000.00	$ 19,000.00	Billed Annually
ASAM Integration (CalAIM)					
ASAM Professional Services (implementation fee)			$ 1,000.00		One-Time Fee Due on Execution
ASAM Continuum Integration Subscription			$ 4,766.78	$ 4,766.78	Billed upon project Go-Live and annually thereafter **County is required to purchase licenses from ASAM prior to Project Kickoff

CareConnect HIE					
CareConnect Professional Services (Implementation Fee)			$ 8,200.00		One Time Fee
CareConnect HIE Subscription Fee			$ 8,543.30	$ 8,543.30	Billed upon project Go-Live and annually thereafter
Reserved Services					
Professional services, consulting, or additional licensing and optional services needed during contract term per fiscal year			$ 20,000.00	$ 20,000.00	Billed upon execution of a purchase order/quote
Total			$ 404,586.63	$ 79,986.63	
Grand Total		$ 47,947.04	$ 503,294.35	$ 183,629.73	$ 734,871.12