MASTER AGREEMENT

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

Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 ("**Netsmart**")	**Solano County DHSS-Mental Health Div** 675 Texas St Ste 3700 Fairfield, CA 94533-6339 ("**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: Rob George Telephone No: 9166162676 E-mail Address: rgeorge@solanocounty.gov Legal notices to be sent to (if different):

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

Netsmart Technologies Inc.	**Client**
BY:	**BY:**
(SIGNATURE)	Bill Emlen (SIGNATURE)
Joseph McGovern (PRINTED NAME)	Bill Emlen (PRINTED NAME)
EVP **TITLE**	County Administrator **TITLE**
5/29/2025 **DATE**	06/30/2025 04:19 PM EDT **DATE**

TERMS AND CONDITIONS

1. DEFINITIONS

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

a. "**Confidential Information**" means all technical, financial and other information that is disclosed by either party to the other, whether orally or in writing, any disputes, status reports, scheduling updates, workflows, forms, reporting, the terms of this Agreement, pricing, Services, Work Product, data (other than Protected Health Information which is protected in accordance with the BAA), 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 Resource Center, which includes release notes. The Netsmart Resource Center 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 a party's reasonable control, including but not limited to, acts of nature, governmental actions, acts of terrorism, fire, labor, civil disturbances, pandemics, 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 or infrastructure acquired by Netsmart from an outside vendor on behalf of Client.

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

2. SOFTWARE SERVICES LICENSE RIGHTS

a. Software Services License. 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. License Rights. 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. License Restrictions. 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, (v) Client shall not transmit malware including but not limited to malicious codes, viruses, Trojan horses or similar mechanisms, and/or (vi) to be used to develop functionally similar computer software or to otherwise compete with Netsmart. No copies of the Software Services or Third Party Products may be made by 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. Third Party Products. Third Party Products are licensed subject to the same restrictions as are set forth in this Agreement. Third Party Products are also subject to and 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. Software Title. 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. Scope of Use Audit. 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. Services Warranty. Netsmart warrants that the Services will be performed in a professional manner in accordance with the terms in this Agreement.

c. Disclaimer Of All Other Warranties. 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. LIMITATION ON DAMAGES. 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. LIMITATION ON CUMULATIVE LIABILITY. 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. Infringement Indemnification. Netsmart will defend, indemnify and hold harmless Client and its officers, 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. Client Indemnification. 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. Indemnification Process. 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.

d. Netsmart will indemnify, hold harmless and assume the defense of the Client (County of Solano), its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Netsmart's operations or from any persons directly or indirectly employed by, or acting as agent for, Netsmart, excepting the sole negligence or willful misconduct of the Client (County of Solano). This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Netsmart's services, as well as during the progress of rendering such services.

8. TERM AND TERMINATION

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

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

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

9. CONFIDENTIALITY

a. Confidential Information. Except as permitted in this Agreement, neither party will, nor will they permit their employees, agents, attorneys or independent contractors to, disclose, use, copy, distribute, sell, license, publish, reproduce, or otherwise make available Confidential Information of the other party. Each party agrees to secure and protect the other party's Confidential Information using the same standard of care, but in no event less than reasonable care, that it uses to protect its own Confidential Information. Each party agrees to require their respective employees, agents, attorneys, and independent contractors who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. Either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation, provided that, as permitted, it notifies the other party in writing as soon as practicable prior to such disclosure. Notwithstanding the foregoing, Netsmart shall not prohibit or restrict or engage, nor shall anything contained herein be construed to permit or allow Netsmart to engage in a practice that prohibits or restricts Client from any Protected Communications that are entitled to unqualified protection as defined and required under the ONC Final Rules (45 C.F.R. Parts 170 and 171). Client recognizes that Netsmart has a legitimate interest in the Protected Communications and that if Netsmart is not made aware of the issues that may be detailed in a Protected Communication, Netsmart is not able to resolve, correct or explain them. Netsmart encourages Client to report all such issues included in Protected Communications through Netsmart's standard support process. Netsmart

reserves all rights to assert that any prohibition or restriction imposed by Netsmart on Protected Communications is permitted because it is not entitled to unqualified protection under 45 C.F.R. 170.403(a)(2)(ii).

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

10. INTELLECTUAL PROPERTY

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

11. FORCE MAJEURE

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

12. GENERAL PROVISIONS

Governing Law.

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding that is not subject to the jurisdiction of a federal court, in law or equity that may be brought in connection with this Contract. The United States District Court for the Eastern District of California shall be the venue for any action or proceeding that is subject to the jurisdiction of a federal court.

a.

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

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

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

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

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

g. Assignment. Client may not assign this Agreement or any of the licenses herein, without the prior written consent of Netsmart, except to an assignee who acquires all or substantially all of the assets of Client, is not a competitor of Netsmart and has financial resources at least equal to those of Client. Any permitted assignee will assume in writing, all obligations of the assignor.

h. Exclusion. Netsmart acknowledges that to the best of its knowledge neither Netsmart nor its employees providing services hereunder are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) as ineligible to participate in any federal health care program.

i. Medicare Access to Records Clause. If this Agreement is deemed subject to 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D 420.300 et seq., then in accordance with such law, Netsmart shall, until the expiration of four (4) years after the furnishing of any Medicare reimbursable services pursuant to this Agreement, upon written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Netsmart's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement.

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

k. Arbitration and Injunctive Relief. Netsmart and Client will work cooperatively to resolve any dispute arising out of or relating to this Agreement ("Dispute") amicably at appropriate management levels.

l. Practice of Medicine and Accuracy of Information. Client acknowledges and agrees that the Software Services and Services are information management tools, many of which contemplate and require the involvement of professional medical personnel. The duty to diagnose and treat a patient lies solely with Client and use of information provided by Netsmart, in no way replaces or substitutes for the professional judgment or skill of Client. Client is solely responsible for the accuracy, quality and legality of the content and Data it uploads and any liabilities in connection therewith (including reasonable attorneys' fees and disbursements).

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

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

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

Schedule A: Application Support Services

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

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

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 Solano County DHSS-Mental Health Div 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 and improve and analyze its solutions and services 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, to improve and analyze its solutions and services, and for the proper management and administration of Netsmart or to carry out its legal responsibilities. Further, Netsmart may use PHI as Required by Law; provided, however, that if such disclosures are not Required by Law, then 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, the person will use appropriate safeguards to prevent use or disclosure of the PHI and the person will notify Netsmart of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

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

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

d. Provide Accounting of Disclosures. Netsmart agrees to provide to Covered Entity such information as is requested by the Covered Entity to permit Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's PHI in accordance with 45 C.F. R. §164.526 and §164.528. The evaluation of and requests for amendment of PHI maintained by Netsmart will be the responsibility of Covered Entity. If Covered Entity provides an amendment to an individual's PHI pursuant to 45 C.F. R. §164.526, Netsmart shall incorporate such amendment;

e. Access to PHI. Covered Entity is primarily responsible for responding to Individuals' requests for access to a copy of their PHI. Covered Entity is solely responsible for all determinations regarding the grant or denial of an Individual's request for their PHI 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. Subcontractor and Agents. 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. Reports of Improper Use or Disclosure, Security Incidents or Breach. 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. Mitigation. 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. Access to Books and Records. 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. Comply with Obligations. 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. Data Aggregation. 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. De-identification of Data. 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. Provisions of Notice of Privacy Practices. Covered Entity will promptly inform Netsmart of any changes or limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 to the extent any such limitation may affect Netsmart's use or disclosure of PHI;

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

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

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

4. **Term and Termination**.

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

b. Upon either party's knowledge of a material breach by the other party of this BAA, such party will provide written notice to the breaching party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days . If the breach has not been cured within such cure period, the non-breaching party may terminate this BAA.

c. Netsmart will return to Covered Entity or destroy (when feasible) its PHI, within sixty (60) days of the termination of this BAA. If Covered Entity fails to accept the return of its PHI within sixty (60) days of Netsmart's attempted delivery, Netsmart will no longer have an obligation to maintain such PHI and the PHI shall be destroyed pursuant to HIPAA. If the return of the PHI is not feasible, the protections of this BAA shall automatically be extended to such PHI and the further uses and disclosures shall be limited to only those purposes that make the return or destruction of the PHI infeasible.

5. **Miscellaneous Provisions**.

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

b. 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.

c. Notices. Any notices required or permitted to be sent hereunder will be in writing and will be sent, deposited with a national carrier (trackable, 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. 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 mandatory requirements of the Privacy Rule, the Security Rule and the Final Rule. This BAA may not be modified or amended, except in writing as agreed to by each
party. Any inconsistency in this BAA and the mandatory provisions of the Privacy Rule, the Security Rule, and the Final Rule shall be resolved to permit the parties to comply with such rules.

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

f. 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.

g. 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.

QUOTE

By and Between	And
Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 ("Netsmart")	**Solano County DHSS-Mental Health Div** **Client Account Number: 0004587** 675 Texas St Ste 3700 Fairfield, CA 94533-6339 ("Client")
Attention: April Collins, Senior Client Alignment Executive, Public Sector Telephone No: +1 (913) 272-2269 acollins@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com	**Attention:** Rob George, Sr. Manager Telephone No: 9166162676 rgeorge@solanocounty.com Legal notices to be sent to (if different):

This Quote sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client and is subject to and incorporates the terms of the Master Agreement dated 11-22-2011 (the "Agreement").

Client

Bill Emlen DIGITALLY SIGNED

(SIGNATURE)

Bill Emlen

(PRINTED NAME)

County Administrator

TITLE

06/30/2025
04:19 PM EDT

DATE

Netsmart
SIMPLE. PERSONAL. POWERFUL.

Client #: 0004587
Quote #: Q-72282

Sales Order #: SO123035

Schedule 1 – Scope of Use, Fees and Payment Terms

ONE-TIME CHARGES:

License

Product	QTY	Unit	Fees
Avatar RADplus Named User Named User #456-495	40	Named User(s)	$35,200.00
		Sub-Total	**$35,200.00**

RECURRING CHARGES:

Third Party Subscription

Product	Term (in months)	QTY	Unit	Annual Fees
AMA CPT Code Subscription[01, 37] Named User #456-495	7	40	Named User(s)	$516.83
Diagnosis Content on Demand Add-On Named User #456-495	7	1	Each	$7.00
Direct Secure Messaging[01] Named User #456-495	7	40	Each	$0.00
			Sub-Total	**$523.83**

Maintenance

Product	Term (in months)	QTY	Unit	Annual Fees
Avatar RADplus Named User Maintenance Named User #456-495	7	40	Named User(s)	$4,312.00
			Sub-Total	**$4,312.00**

Subscription

Product	Term (in months)	QTY	Unit	Annual Fees
CareConnect Inbox Named User Named User #456-495	7	40	Named User(s)	$1,540.00
			Sub-Total	**$1,540.00**

Hosting

Product	Term (in months)	QTY	Unit	Annual Fees
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User Concurrent Hosting #152-166 (Named User #456-495)	7	14	Concurrent User(s)	$12,936.00
Plexus Cloud Hosting - Avatar Identity and Access Management (NIAM) Centralized Model Named User #456-495	7	40	Named User(s)	$616.00
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User Concurrent Hosting #152-166 (Named User #456-495)	7	14	Concurrent User(s)	$1,399.44
			Sub-Total	**$14,951.44**

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

(37) The American Medical Association (AMA) licenses access to the CPT codes on a calendar year basis. In the event client terminates this subscription mid-year, client shall be responsible for paying the entire annual fee for each year.

Payment Terms:

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

a. License
   100% of License Fees due upon execution
b. Subscriptions
   Year 1 payment, due quarterly in advance beginning at contract execution, will be pro-rated to the nearest calendar quarter.
c. Third Party Subscriptions
   Year 1 payment, due quarterly in advance beginning at contract execution, will be pro-rated to the nearest calendar quarter.
d. Support
   Year 1 payment, due quarterly in advance beginning at contract execution, will be pro-rated to the nearest calendar quarter.
e. Hosting
   Year 1 payment, due quarterly in advance beginning at contract execution, will be pro-rated to the nearest calendar quarter.

Solano County DHHS - Mental Health Division
Schedule A - Master Agreeement Expenditures

	7/1/25 Thru 6/30/26	7/1/25 Thru 6/30/26	Annual Maintenance Fee
Subscription and Services	**One-Time Fee**	**Period Fees**	**Payment Terms**
AMA CPT Code Subscription		$ 10,864.16	
Plexus Cloud Hosting - Avatar Identity and Access Management (NIAM) Centralized Model		$ 5,391.38	
Plexus Cloud Hosting - Avatar Identity and Access Management (NIAM) Federated Model		$ 3,411.50	
Two Party Escrow Agreement		$ 1,371.33	
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Named User		$ 4,449.29	
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Concurrent User		$ 27,270.07	
Plexus Cloud Hosting - Avatar - Disaster Recovery - Named User		$ 20,270.40	
Plexus Cloud Hosting - Avatar - Disaster Recovery - Concurrent User		$ 229,808.51	
Avatar PM Maintenance		$ 28,636.94	
Avatar RADplus Named User Maintenance		$ 147,655.89	
CareConnect Monthly Subscription 101 - 500 Users		$ 10,063.31	
CareConnect HIE Connector (CCD Transactions) SaaS		$ 6,174.06	
CareConnect Lab Orders SaaS (Outbound)		$ 3,270.16	
CareConnect Lab Results SaaS (Inbound)		$ 3,500.70	
CareConnect CALAIM FHIR Interface SaaS		$ 6,619.55	
CareConnect FHIR Interface SaaS		$ 6,138.13	
CareConnect Inbox Named User SaaS		$ 27,851.35	
Diagnosis Content on Demand Subscription		$ 6,702.26	
OrderConnect - Non-Prescribing User Subscription		$ 5,030.07	
OrderConnect - FULL SUITE - Prescriber Subscription		$ 66,844.59	
myHealthPointe 2.0 Enterprise SaaS - Human Services		$ 41,638.75	
OrderConnect - EPCS Subscription		$ 4,688.15	
Ultimedex Prescriber User Subscription		$ 380.07	
Reaching Recovery		$ 68,566.66	
Total		**$ 736,597.28**	Payments Due Quarterly

New Purchases in 2025/26 (note: same as quote in Schedule 1 – Quote #Q-72282)			
Avatar Licenses - 40 Additional Users			
Avatar Radplus Named Users License Fee (40)	$ 35,200.00		Due Upon Execution - One-Time Fee
Plexus Cloud Hosting - Avatar -Disaster Recovery - Concurrent (14) User		$ 12,936.00	
Plexus Cloud Hosting - Perceptive Disaster Recovery - Concurrent(14) User		$ 1,399.44	
Plexus Cloud Hosting - NIAM Centralized Model		$ 616.00	
Avatar Radplus Named User Maintenance (40)		$ 4,312.00	
AMA CPT Code Subscription Fee		$ 516.83	
CCInbox Named User (40)		$ 1,540.00	
Diagnosis Content on Demand Subscription		$ 7.00	
Total New Purchase	**$ 35,200.00**	**$ 21,327.27**	
Total Contracted Amount for FY 25-26		**$ 793,124.55**	
Reserved Services(Contingency):			
Reserved Services: Professional Services, Consulting or Additional Licensing & Optional Services needed during the course of Agreement on an "as-needed" and "as-approved" basis			**Billed as Incurred or according to Term outlined in SOW/Quote**