



County of Santa Clara

Office of the County Executive

Procurement Department

150 W. Tasman Drive

San Jose, CA 95134

Telephone 408-491-7400 • Fax 408-491-7496

SECOND AMENDMENT TO AGREEMENT NO. CW2232919 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND NETSMART TECHNOLOGIES, INC.

This is the Second Amendment to the Agreement between the County of Santa Clara (County) and NetSmart Technologies, Inc. (Contractor) entered into on May 21, 2019 to provide a Suite of Software, Hardware, Professional Services for Implementation of the myAvatar Electronic Health Record (EHR) System with Related Maintenance and Support for the County.

On May 21, 2019 the Board of Supervisors approved and executed this Agreement.

This Agreement is amended as follows effective April 4, 2020:

1. Key Provision, **Total Agreement Value**, on page 1 is revised to read: "The total not to exceed value of this Agreement is \$13,893,333.34 which represents an increase of \$257,333.34 from the prior not to exceed value of \$13,636,000. This not to exceed value does not represent a commitment by County to Contractor."
2. Add **Exhibit E-c.1, Supplemental Statement of Work – Extended Billing and Financial Transitional Services**, attached hereto and incorporated herein by this reference.
3. Add **Exhibit E-d, Supplemental Statement of Work – Data Conversion Services**, attached hereto and incorporated herein by this reference.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by: David Strausser, Strategic Sourcing Officer at (408) 491-7447 or david.strausser@prc.sccgov.org

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

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Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

3/24/2020

Caroline Kho Date
Strategic Sourcing Manager - IT Acquisitions

3/25/2020

Andrew Zawoyski Date
Interim Chief Procurement Officer

CONTRACTOR

By: _____

Print: Joseph McGovern

Title: Executive Vice President

Date: 3/25/2020

APPROVED AS TO FORM AND LEGALITY

3/24/2020

Robert Nakamae Date
Deputy County Counsel

Attachments:

Exhibit E-c.1, Supplemental Statement of Work- Extended Billing and Financial Transitional Services
Exhibit E-d, Supplemental Statement of Work- Data Conversion Services

EXHIBIT E-c.1

Supplemental Statement of Work- Extended Billing and Financial Transitional Services

I. Executive Summary

The County of Santa Clara has requested that Netsmart provide resources to assist the County in working through a substantial back log of State of California and other payer claims. The immediate nature of this request is due to the fact that some of these claims are at risk of expiring and losing their eligibility to be paid by the State. Much of this backlog is due to the substantial amount of effort which is required to clear, correct and prepare the data due to the nature of how it is being exported from the Epic Healthlink system into the Netsmart myAvatar billing system.

The intention is that these resources will provide assistance to help in the cleaning of this data and help ensure that the submitted claims are compliant with Short Doyle billing requirements when submitted to the State of California

II. Statement of Work for period April 6th, 2020 through May 29th, 2020

Netsmart staff members will provide transitional services to the County to assist in the financial and billing efforts required for the County to prepare claims for submission to the State of California and other payers. Key resources shall be knowledgeable in the Netsmart solution as well as have knowledge of Short Doyle billing.

The effort during this estimated 60-calendar day period will be worked by no less than (2) FTEs from day 1 through day 60. Additional resources may be added by Netsmart based upon the County's assessment of needs to assist with the effort, as specified through further amendments. It is anticipated that during this engagement with the County, the resources will need to spend 50% of their time onsite to understand the County's needs and quickly get up to speed with the project. A minimum of (1) Netsmart billing resources shall be onsite at all times.

All parties shall be solely responsible for their own travel and out-of-pocket expenses. Associate travel is subject to Netsmart's travel policy and procedures. In the situation where, the federal Center for Disease Control, State of California, County of Santa Clara, or City of San Jose issues travel ban to due to COVID-19 or similar other incidents, associate travel alteration will be communicated with County of Santa Clara, and travel may be limited. In such event, Contractor shall make alternate arrangements to fulfill the Agreement requirements. NetSmart travel costs are included in the fixed fee amount stated on this Supplemental Statement of Work, as referenced in sub-section V. Payment Schedule

Year 2020	April 6-10	April 13-17	April 20-24	April 27-May 1	May 4-8	May 11-15	May 18-22	May 25-29
	wk 1	wk 2	wk 3	wk 4	wk 5	wk 6	wk 7	wk 8
FTE's	2	2	2	2	2	2	2	2

III. Financial and Billing Transitional Services Roles and Responsibilities:

- Netsmart shall provide a myAvatar Solution Architect to develop solutions to help the County with the accuracy of the claims processed. Person will have California specific billing knowledge, especially an understanding of Short Doyle billing.
- The primary Netsmart Solution Architect shall have the following experience: minimum of 2-3 Netsmart implementations; minimum 3-5 years' experience with myAvatar billing system; minimum of 3-5 years' experience with CA Behavioral Health regulations and compliance; and proven experience with troubleshooting, problem solving, and recommending billing management issue solutions.

- The additional Netsmart resources shall have the following experience: minimum of 2-3 Netsmart implementations and/or minimum 3-5 years' experience with myAvatar billing system and/or minimum of 3-5 years' experience with CA Behavioral Health regulations and compliance, and/or proven experience with troubleshooting, problem solving, and recommending billing management issue solutions.
- Netsmart shall provide research and support to County billing staff as needed; Netsmart shall support billing staff with myAvatar technical needs and provide training of the system.
- Netsmart shall assist the County in efforts to clean, and correct data brought in from Epic Healthlink system to the myAvatar system in preparation for it to be billed to State of California.
- Netsmart shall assist in the preparation of the system for transition to the Netsmart myAvatar Clinical system.
- As directed by County, Netsmart shall Open/Close/Follow-up on cases as needed.
- Netsmart shall assist the County in creating formal procedures of finance and billing processes.
- NetSmart shall assist the County in the continuing effort of analysis and a planning of corrective measures to support and complement practices that lead to corrective billing practices.
- County to provide direction to Netsmart resources and governance decisions on Netsmart activities, including engagement monitoring of hours and costs
- County to provide direction and approve all anticipated work of the Netsmart resources.
- The County reserves the right to approve the Netsmart resource provided as well as request and approve a replacement.
- The County shall assign a dedicated project manager to provide oversight for billing issues.
- The County will work together with Netsmart to analyze, diagnose and work through the billing issues.
- The County will be responsible for the review of department(s) policy and procedures and the updates, creation or deactivation to them as required.
- The assigned County Project Manager and other required County personnel will review and approve project deliverables in a timely manner.
- The County will coordinate and provide necessary communications with internal and external agencies as needed.

IV. Deliverable and Payment Terms

- Monthly report of activities performed (measured results), number of claims processed (report progress)
 - Reports shall include the following:
 - Number of issues resolved each week
 - % of progress made to resolve each issue each week
 - % of unrecovered revenue ready to be billed each week
 - ❖ Month 1 Report – **50%** of total Professional Services
 - ❖ Month 2 Report – **50%** of total Professional Services

V. Payment Schedule

	4/6/2020	5/4/2020
First Month (30 day) Report of Activities Performed and Number of Claims Processed	\$65,777.78	
Second Month (60 day) Report of Activities Performed and Number of Claims Processed		\$65,777.78
Total Per Year	\$65,777.78	\$65,777.78

1) The Total Value of the Services for this Extended Supplemental Statement of Work is \$131,555.56 for the 60 days period unless otherwise amended.

2) Payments will be issued following submittal of an invoice), and County acceptance and approval of all relevant deliverables for the period (e.g. initial assessment. Plan of activities, monthly reports, etc.)

VI. (Optional) 3rd Month - Continuance of Billing and Remediation Services (June 1 through June 26, 2020).

The County, at its sole discretion, may opt to continue with the Extended Billing and Financial Transitional Services for Month 3 period from June 1 through June 26, 2020. This will be facilitated by a written Change Order submitted to Netsmart 30 days prior to June 1st, 2020.

Year 2020	June 1-5	June 8-12	June 15-19	June 22-26
	wk 9	wk 10	wk 11	wk 12
FTE's	2	2	2	2

Deliverable for Month 3:

Monthly report of activities performed (measured results), number of claims processed (report progress)

➤ Reports shall include the following:

- Number of issues resolved each week
- % of progress made to resolve each issue each week
- % of unrecovered revenue ready to be billed each week

❖ Month 3 Report – **100%** of total Month 3 Professional Services

	(OPTIONAL) 6/1/2020 through 6/26/2020
Optional Third Month (90 day) Report of Activities Performed and Number of Claims Processed	
Total Per Year	Not-to-Exceed \$65,777.78

EXHIBIT E-d Supplemental Statement of Work- Data Conversion Services

I. Statement of Work

Data Conversion -allows for the migration of certain legacy system data elements as contractually determined. The level of complexity and time to complete is dependent on the amount of data to be converted and the quality of the data. It is also assumed that representatives from the legacy system vendor shall make themselves available as needed (if required).

The conversion process shall transfer the following data sets:

- Demographic (DEM1) & Movement History (MVA & MVD)

Assumption(s):

- Only 1 round of a conversion test in a mutually agreed upon environment will be made.
- Only 1 round of conversion will be conducted during a defined cut over process in preparation for go live in the LIVE Production Environment.
- Given timeline, error rate for failed conversion records could be higher than standard.
- If time permits, there will be efforts to clean up data to address error/failed records
- All records that failed to load and that have not been addressed prior to June 5th will be manually entered by County of Santa Clara, into LIVE, post go-live.
- Data Clean-up is the responsibility of County of Santa Clara
- County of Santa Clara is responsible for generating conversion data in the format required by Netsmart.
- This will be completed in preparation for Go-Live that is currently scheduled for July 1st, 2020.

II. Pricing Summary

Data Conversion Services		
Item	Description	Unit Price
Service	Data Conversion Professional Services (One-Time Fixed Fee)	\$50,000.00
Product	Technology: Additional Environment and Hosting (Annual Fee, Year 1)	\$10,000.00
Grand Total:		\$60,000.00

1) The Total Value of the Services for this Supplemental Statement of Work- Data Conversion Services is \$60,000.00, unless otherwise amended.

Project Schedule:

- County of Santa Clara to provide conversion data in NTST format by April 17th, 2020
- Conversion testing to start April 20th, 2020
- All Conversion testing to be complete by June 5th, 2020
- Go-Live scheduled for July 1st, 2020

Payment Terms:

- First payment will be due up completion of Round 1 Conversion Testing (50% or \$30,000)
- Remaining payment will be due upload of conversion data into Live prior to go-live. (50% or \$30,000)

III. Contacts

Supplier Contact Information:

Mark Van Horn, Account Manager, Ph: 801-369-6294
or email: mvanhorn@ntst.com

County Contact Information:

Toni Tullys, Behavioral Health Services Director, Ph: 408-793-1846
or email: toni.tullys@hhs.sccgov.org