



County of Santa Clara

Office of the County Executive

Procurement Department

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San Jose, CA 95134

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

This is the Fourth 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 or myAvatar) System with Related Maintenance and Support for the County.

This Agreement is amended as follows effective May 21, 2022:

1. Key Provision, **Total Agreement Value**, is revised to read:

"The total not to exceed value of this Agreement is \$20,042,830.31 which represents an increase of \$487,632.86 from the prior not to exceed value of \$19,555,197.45.

This not to exceed value does not represent a commitment by County to Contractor."
2. Replace **Exhibit E-g, Managed Services Organization (MSO) Billing Services**, with **Exhibit E-g.1, Managed Services Organization (MSO) Billing Services**, attached hereto and incorporated herein by this reference.
3. Add **Exhibit I, Contractor Certification of Compliance with COVID-19 Vaccine Requirements**, 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, Otto Lee, 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

5/18/2022

For: Director of Procurement Date

5/18/2022

Gene Clark Date
Chief Procurement Officer, CPPO, CPM

CONTRACTOR

By: _____

Print: Joe McGovern

Title: Executive Vice President

Date: 5/18/2022

APPROVED AS TO FORM AND LEGALITY

5/17/2022

Michaela Lewis Date
Lead Deputy County Counsel

Attachments:

Exhibit E-g.1, Managed Services Organization (MSO) Billing Services

Exhibit I, Contractor Certification of Compliance with COVID-19 Requirements

EXHIBIT E-g.1

Managed Services Organization (MSO) Billing Services

I. Executive Summary

Agreement Background

On May 12th of 2020, the County of Santa Clara ("County") and Netsmart Technologies, Inc. ("Contractor" or "NetSmart") executed Amendment 3 to Agreement CW2232919. The previously executed amendment included, Exhibit E-g Managed Services Organization (MSO) Billing Services.

The purpose of this new Amendment is, in part, to replace Exhibit E-g with this document, Exhibit E-g.1. Exhibit E-g.1 revises and amends the deliverables and extends the term from 5/1/2022 until 12/31/22. These changes are to ensure the Contractor provides County the needed resources throughout the County's contracted providers (CCP) roll out. Contractor is required to provide an appropriate transition of its services related to the CCP roll out to County staff by the end of 12/31/22 without the County's disrupting operations.

Purpose of Exhibit E-g.1

The County is installing Netsmart software modules to replace a legacy system. The Netsmart software will support billing to the State of California for payment as well as quality improvement efforts. The Netsmart modules allow CCPs of specialty mental health and substance use treatment a way to meet Medi-Cal requirements and County requirements to be reimbursed for authorized services. The modules include Provider Connect Enterprise (PCE), Managed Services Organization(MSO), Provider Connect Portal (PCNX) and integration of these modules with Netsmart's practice management (CalPM). Specifically, Connect Enterprise (PCE) is an automated way to integrate data between electronic health records (EHRS) of the CCPs with the County's EHR, myAvatar. For CCPs that are not able to integrate their EHR with the County's EHR through PCE, they are able to utilize a portal to enter data directly into myAvatar through a portal (PCNX). Whether by PCNX or via PCE, CCPs will then send 837 claims to myAvatar's MSO (Managed Services Operation). The MSO is a comprehensive practice management software solution helps manage an organization's financial risk by administering provider network contracts and integrating authorizations and claims processing.

The modules NetSmart will install for the County include a critical mechanism for managing all CCP claims and payments allowing the County to operate more efficiently. The MSO component of the myAvatar solution to be provided by NetSmart provides the technology to ensure that claims and payments are processed correctly. It is essential that the County teams that manage these services have a high level of support from Contractor through planning, validation, and go-live to ensure accuracy and timeliness of all services provided NetSmart, this Exhibit specifies in detailed how NetSmart is required to provide that support to ensure success implementation and launch. In addition to supporting actual management of claims, Contractor is responsible for ensuring that the County teams utilize best practices and receive hands on support to resolve any issues or process difficulties encountered using the solution.

II. Statement of Work:

Netsmart will train and confirm County users have mastery of core skills related to PCE, MSO, PCNX and integration with Netsmart's CalPM. Netsmart will achieve this objective by, including but not limited to, providing oversight of the utilization of the system; monitoring mastery of employee skills and adoption of the new technology; and providing additional training and resources to County users as needed. Specifically, NetSmart will provide the following items ("Performance Requirements"):

1. Pre-Live Netsmart will ensure configuration and validation of configuration facilitating a final review session to validate the configuration and understanding of the County processes and recommended utilization of the Netsmart modules based on county user cases. Assist County with completion of data collection workbooks, assist with testing claims, resolution of claims issues during testing, claims configurations, completed MSO test plan, assist with user acceptance testing(UAT), posting of 837s and creation of companion guide. Finalize setup

- of fee schedules and provider setup including CPT codes based on county requirements. Complete all prelive project plans and steps prior to pilot live.
2. Netsmart will provide support to the County to resolve every identified billing issues for services received by CCP's within the billing month during the Agreement term that will result in the County billing for and being paid for 100% of services rendered.
 - a. As directed by the County, Netsmart shall Open/Close/Follow-up on billing cases.
 - b. Netsmart shall provide research and support to County billing staff as needed.
 - c. Netsmart shall support finance staff with myAvatar technical needs and provide training of the system.
 3. Netsmart to provide documented procedures based upon County operational decisions, which will include documented issues, plans to mitigate issues, and best practices.
 4. Netsmart will and revise as requested by the County complete tip sheets and documentation regarding staff knowledge transfer activities.
 5. Netsmart will provide transitional services to the County to support the financial and billing efforts required for the County to manage claims for data generated from the new Netsmart Managed Services Organization (MSO) solution for capturing and paying on claims received by County Contracted Providers (CCP).
 6. Netsmart shall assist the County in creating requested analysis and a recommended plan of corrective measures to support and complement practices that lead to corrective billing practice.
 7. Netsmart will meet daily or weekly, as needed and as determined by the County, to support the County in resolving all issues delaying the County in activities involved with closing out the end of the 2022 fiscal year which closes on June 30th, 2022. These activities include finalizing and processing of billable claims from the fiscal year and assisting in preparing of reports associated with end of year.

Netsmart will provide the following resources to the County. The individual(s) from NetSmart to meet this obligation may change, as approved by the County, to provide the particular expertise needed.

Initial Contracted Resources for Year 2020 and 2021	June 1, 2020 through August 31, 2021
FTE ■	2

Extended Resources for 2022	September 1, 2021 through April 30, 2022
FTE ■	1.75

New Additional Resources for 2022	May 1, 2022 through December 31, 2022
FTE's	1.75

The resources must meet the following criteria:

NetSmart will provide a primary myAvatar Solution Architect to develop solutions for the County's use of the MSO Solution. Solution Architect will have California specific billing knowledge. 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 California Behavioral Health billing regulations and compliance requirements; and proven experience with troubleshooting, problem solving, and recommending billing management issue solutions.

If NetSmart provides other resources, they 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 California Behavioral Health billing regulations and compliance requirements, and/or proven experience with troubleshooting, problem solving, and recommending billing management issue solutions.

If agreed to by the County and consistent with the terms of this Agreement, the County will work with Netsmart through proper change management process to adjust scope of work. This may result in changing personnel to fit the work requirements. Netsmart and County will define a schedule for appropriate reallocation of effort and project team members. If there is a cost increase due to the reallocation of effort, an Amendment would be required.

III. Extended Timeframe for Contracted Services:

All services within this Exhibit will be performed by NetSmart by December 31, 2022.

IV. Deliverables and Payment Terms

Deliverables and Payment Schedule – See Netsmart Deliverables and Payment Schedule for the Fourth Amendment (Exhibit Eg.1 Section VII. Deliverable Schedule), attached hereto and incorporated herein by this reference.

NetSmart is responsible for providing each deliverable in Exhibit Eg.1 Section VII. Deliverable Schedule. Payment to NetSmart is conditional on completion of each listed deliverable Exhibit Eg.1 Section VII. Deliverable Schedule consistent the Performance Requirements. The parties agree that failure to provide a deliverable or meet a Performance Requirement may result in the County's denying or withholding payment, in whole or in part, until NetSmart provides the required deliverables that meet the below described acceptance criteria.

V. Acceptance Criteria

The Health & Hospital System Chief Fiscal Officer (CFO) will provide oversight of this Agreement, including the cleanup and utilization of the system and monitor mastery of employee skills and adoption of the new technology – especially as it relates to the scope of work above, and will through her designee review and, if appropriate, approve NetSmart's performance on the Performance Requirements and the deliverables in Exhibit Eg.1 Section VII. Deliverable Schedule. Failure to receive approval from the CFO may result in denial of payment, or withholding of payment, in whole or in part, until NetSmart appropriately remedies its performance, as approved by the County.

Specifically, the CFO will be exclusively responsible for determining whether NetSmart has met all the Performance Requirements and deliverables in Exhibit Eg.1 Section VII. Deliverable Schedule, including but not limited to all CCP's services being processed in MSO and through CalPM during the Agreement term.

VI. Maximum Payment Obligation

1) The Total Value of the Services for this Extended Supplemental Statement of Work is \$1,393,236.77 and Net New Extended Supplemental Statement of Work is **\$487,632.86** for a total of \$1,880,869.63 for the period unless otherwise amended.

2) Payments will be issued following submittal of an invoice, and County acceptance and approval of all relevant Performance Requirements and deliverables for the period that satisfy the Acceptance Criteria. (Reference, **IV. Deliverables and Payment Terms**)

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VII. Deliverable Schedule

Dates	Not to exceed	Category	Deliverables NetSmart will provide:
1/1/21-11/30/2022	\$835,942.04	Pre-Live	<p>1. Finalize the setup of CCPs in MSO (fee schedules, contracting provider registration, funding source and plan definitions, CPT/Revenue codes & MSO integration mapping) based on data provided by and approved by the County</p> <p>2. Setup MSO 837/835 for CCPs as outlined in the project plan. The project plan is maintained by both the County and Netsmart in Microsoft Project Online on County designated Microsoft products</p> <p>3. Create 837 and 835 Companion Guide for CCPs, in collaboration with County. The County is responsible for the Companion Guides approval prior to CCP distribution.</p> <p>4. Test claims processing using 837/835 claims processing within the County's instance of myAvatar, in collaboration with the County within the given timeframe of this Amendment.</p> <p>5. Test claims processing for CCPs using ProviderConnect NX Portal, in collaboration with the County.</p> <p>6. Propose, review, and implement Claims Processing Automation for the following areas, in collaboration with County:</p> <p>Load and compile, Posting of 837s, Close Batch, Creation of vouchers, Create Explanation of Benefits, and Creation of 835s.</p> <p>7. Troubleshoot issues relating to MSO, 837 claims processing, 835 processing and integration with CalPM.</p> <p>Activities below can be evaluated in assessing completeness of work effort</p> <ul style="list-style-type: none"> · Assist in facilitating FRV (Final Review and Validation) Event including follow up activities: <ul style="list-style-type: none"> o GT Modifier and Crisis Stabilization o ALOC and Authorization Workflows o EBP's and Missed Visit Codes o SUTS Adjustment Codes and Automatic Retro · Assist in Data Collection: <ul style="list-style-type: none"> o Mappings and change management o PBS/Finance o Eligibility Verification o Review of CJS · Facilitate MSO and ProviderConnect NX Maintenance training. · Provide training and reviews for (VHP) Valley Health Plan - Delivered · Perform Configuration Workbook Reviews. – · Perform reviews of: <ul style="list-style-type: none"> o Claims Workflow o Cutover Planning sessions o Provider ID Program Code Mapping o Recurring Claims and Payment Workgroup o Claims Workflow Review o MSO Denials and CalPM Setup o MSO Credentialing o Adjudication Review o Approve/Pend/Deny Rules o Crosswalk Definition o TSS Configuration Workbook

			<ul style="list-style-type: none"> o MSO Test Plan · Revise Authorization Workflows and Decision Document · Facilitate Recuring Claims and Payment Workgroup Sessions · Assist with Contract Provider Pilot meetings · MSO Super User Training · Contract Provider project sync meetings · MSO Go Live Preparation Event · Demonstration and Discussion of CCP Program Availability · TSS Configuration Workbook Q&A Sessions · Data Collection Workbook reviews · Testing of Auto Retro Claim Adjudication · DCW update and review meetings · Assist in the creation and update of workflow documentation and procedures · Continued preparation of CCP's · Go live preparation activities for initial CCP. · System integration testing · Assisting in user acceptance · Assisting in completion of test script development and Delivery · Assisting in 837 and 835 configurations for County and CCP · Issue tracking and resolution for Go Live of initial CCP
12/1/21-4/30/22	\$349,309.20	Pilot Live	<ul style="list-style-type: none"> · Live is defined as 835 denials from the state for 31 days of claims (normal claim volume) will have a denial rate of less than 5% that can be attributed to configuration/setup in MSO and in the integration with CalPM. · Address MSO and 837 Address 835 issues as identified. batch processing errors to reduce error rate down to less than 5%, for any Netsmart system configuration, within 30 days. Netsmart will provide weekly updates on open issues raised by the Santa Clara and Netsmart project team for, PCNX and MSO. · On a monthly basis the key assigned resource from Netsmart will meet with the County to synchronize and prioritize outstanding issue with MSO and any integration with MSO by other Netsmart modules. The effort by Netsmart resources will be limited to the MSO portion or any potential integration issue which affects MSO, 837 claims and any integration with CalPM · Completed documentation of all issues and resolutions on county defined Teams site. · Document any incident, defect NTST helpdesk ticket and/or NTST development or bug ticket.
5/1/22-8/31/22	\$243,816.43	CCP - continued roll out	<p>Continued CCP roll out</p> <ul style="list-style-type: none"> · Ensure 835 denials from state are resolved for any configuration issues in MSO and any integration errors between MSO and CalPM. Track all to resolution. · Address MSO batch processing errors to reduce error rate down to less than 5%, for any Netsmart configuration, within 30 days. Netsmart will provide weekly updates on open issues raised by the Santa Clara and Netsmart project team for, PCNX and MSO. · On a monthly basis the key assigned resource from Netsmart will meet with the County to synchronize and prioritize outstanding issue with MSO and any integration with MSO by other Netsmart modules. The effort by Netsmart resources will be limited to the MSO portion or any potential integration issue which affects MSO. · Completed documentation of all issues and resolutions on county

			<p>defined Teams site.</p> <ul style="list-style-type: none"> Document any incident, defect NTST helpdesk ticket and/or NTST development or bug ticket. Definitions: Incident: unexpected outcome in MSO, MSO 837's. Any break/fix identified needing a configuration change, DCW change, and/or additional training. Incidents must be accompanied by opening a ticket for tracking and/or documenting on Teams tracking sheet. Issue: Unclear request or reported problem by users which may result in an incident. Maintain a comprehensive log of all issues and incidents with the resolution(on county Teams site). Track and escalate NTST tickets. Each month provide an executive report of incidents, issues, lessons learned indicating what issues and incidents have been resolved in the last 30 days and what is outstanding.
8/31/22-12/31/22	\$243,816.43	CCP roll-out wrap up and closure	<ul style="list-style-type: none"> Ensure 835 denials from state are resolved for any configuration issues in MSO and any integration errors between MSO and CalPM. Track all to resolution. Address MSO batch processing errors to reduce error rate down to less than 5%, for any Netsmart configuration, within 30 days. Netsmart will provide weekly updates on open issues raised by the Santa Clara and Netsmart project team for, PCNX and MSO. On a monthly basis the key assigned resource from Netsmart will meet with the County to synchronize and prioritize outstanding issue with MSO and any integration with MSO by other Netsmart modules. The effort by Netsmart resources will be limited to the MSO portion or any potential integration issue which affects MSO. Completed documentation of all issues and resolutions on county defined Teams site. Document any incident, NTST helpdesk ticket and/or NTST development or bug ticket on county Teams site. Provide an executive report of incidents, issues, lessons learned indicating what issues and incidents have been resolved in the last 30 days and what is outstanding. Provide a written and meeting-presented, executive report on the transition and training activities for ongoing ownership in TSS, BHSD, Finance, PBS and CCPs.

VIII. Contacts

Supplier Contact Information:

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

County Contact Information:

Winona Mindolovich, IT Director,
Email: winona.mindolovich@hhs.sccgov.org

EXHIBIT I
CONTRACTOR CERTIFICATION OF
COMPLIANCE WITH COVID-19 VACCINE
REQUIREMENTS
(Version Effective April 1, 2022)

Contractor Information:

Contractor name:

Netsmart Technologies, Inc.

Name of Contractor representative:

Joe McGovern

Contractor phone number:

6319682012

Contractor email address:

jmcgovern@ntst.com

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's employees working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.

2. As of the date signed below:

- a. Contractor understands that it must confirm, and has confirmed, that all of contractor's workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**
 - ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

3. If contractor seeks to send any workers who are not fully vaccinated and up-to-date on boosters for which they are eligible to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.² Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.

4. If any of contractor's workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.

5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Joe McGovern

Executive Vice President

Name of authorized representative of
Contractor

Title

5/18/2022

Signature

Date

² If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.