



Contract Number

17-188 A-3

SAP Number

4400002848

Department of Behavioral Health

Department Contract Representative	Paul Lindenberg
Telephone Number	(909) 386-8264
Contractor	Netsmart Technologies, Inc.
Contractor Representative	Kiera Santulli
Telephone Number	(931) 969-7322
Contract Term	April 4, 2017 through June 30, 2024
Original Contract Amount	\$18,101,053
Amendment Amount	
Total Contract Amount	\$18,101,053
Cost Center	

THIS Amendment No. 3 is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Netsmart Technologies, Inc. referenced above, hereinafter called CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 17-188** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Behavioral Health Management Information System, which Contract first became effective April 4, 2017, as amended on February 13, 2018 and June 28, 2022, the following changes are hereby made and agreed to, effective November 15, 2022:

- I. This Amendment hereby adds Schedule 8 Trusted Agent Authorization, as attached hereto and incorporated herein.
- II. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

- III. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY

►
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

Netsmart Technologies, Inc.

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title Executive Vice President
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Bonnie Uphold, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►
Natalie Kessee, Contracts Manager

Date _____

Reviewed/Approved by Department

►
Georgina Yoshioka, Interim Director

Date _____

SCHEDULE 8
TRUSTED AGENT AUTHORIZATION
FOR LICENSED SOFTWARE AND NETWORK SERVICES

Netsmart Client / Trusted Agent Authorization

Netsmart Client Trusted Agent Addendum

This Netsmart Client Trusted Agent Addendum (this "Authorization") is entered into by and between MedAllies, Inc. ("MedAllies") and _____ ("Netsmart Client") effective as of _____, 20____ (the "Authorization Effective Date").

Trusted Agent Appointment

Netsmart Client hereby appoints the following as its trusted agent (the "Trusted Agent"):

Name: _____

E-mail Address: _____ Phone: _____

Registration Authority

The Electronic Healthcare Network Accreditation Committee accredited registration authority for this Trusted Agent Addendum is: MedAllies, Inc. (the "Registration Authority").

Netsmart Client hereby represents, agrees, and warrants as follows:

1. Trusted Agent.

- a. The Trusted Agent shall provide identity verification services in accordance with this Authorization, by and through the Netsmart Client, and on behalf of the Registration Authority, for each applicant who requests access to the MedAllies Health Information Service Provider ("HISP") services (each, an "Applicant").
- b. The Trusted Agent shall: 1) be loyal and trustworthy and have high integrity; 2) be an employee of the Netsmart Client or a member of Netsmart Client's workforce within the meaning of 45 C.F.R. § 160.103; 3) be legally eligible to work in the United States; 4) be willing to participate in training with regard to the role of the Trusted Agent in the identity proofing process; 5) have a reasonable understanding of public key infrastructure principles and operations (Trusted Agent may satisfy this last criteria by participating in the training referenced in subclause (4) of this paragraph after Netsmart Client enters into this Authorization and designates such Trusted Agent); 6) execute the form attached hereto as **Attachment 1** of this Authorization, notarized by a duly authorized notary public, accepting his or her appointment as Trusted Agent for Netsmart Client, and 7) shall satisfy or have satisfied a criminal background check by a third-party on behalf of the Netsmart Client. By signing this Authorization, Netsmart Client's representative **(THIS REPRESENTATIVE MUST BE SOMEONE OTHER THAN THE TRUSTED AGENT)** acknowledges and affirms all of the above, including that the Trusted Agent has "passed" such criminal background check. **IT IS RECOMMENDED THAT EITHER THE MANAGER OR SUPERVISOR OF THE TRUSTED AGENT OR A REPRESENTATIVE OF HUMAN RESOURCES SIGN THIS FORM.**
 - * *If Netsmart Client does not have a reputable criminal background check vendor, please contact MedAllies for suggested vendors that can be utilized for these services.*
- c. In the event the Trusted Agent fails to meet the requirements in subsection 1(b) or ceases to be the Trusted Agent, Netsmart Client shall promptly appoint a replacement Trusted Agent and shall execute a new version of this Authorization and promptly submit it to MedAllies. In addition,

Netsmart Client shall promptly notify MedAllies of any change in the contact information of the Trusted Agent.

2. Identity Proofing.

- a. Netsmart Client shall, at all times, use reasonable and prudent means to verify an Applicant's identity in accordance with all applicable laws, policies, rules, and regulations, including, but not limited to, the then-current version of the Direct Trust Community X.509 Certificate Policy (collectively, the "Rules"). Identity verification procedures shall be considered to be in accordance with the Rules if the Applicant's identity is verified in accordance with the requirements of (i) the Employment Eligibility Verification (I9) program administered by the United States Department of Homeland Security, (ii) proper medical staff credentialing policies and procedures are in place in accordance with the Department of Health and the Joint Commission of the Accreditation of Healthcare Organizations or (iii) the Electronic Prescriptions for Controlled Substances program administered by the Drug Enforcement Agency of the United States Department of Justice.
 - b. Applicants whose identity has been verified by Netsmart Client prior to the effective date of this Authorization through an existing identity validation procedure that complies with the Rules do not require further verification or identity proofing.
 - c. Netsmart Client shall validate the Trusted Agent's identity in the same manner as an Applicant.
3. **Changes to Identity Proofing Requirements.** The identity proofing procedures shall be changed if required by the Rules, and may be changed upon the mutual agreement of the parties hereto. In the event any changes are required by the Rules, then, unless the deadlines imposed by the Rules require a shorter time period for compliance, MedAllies shall provide reasonable advance written notice, but at least ninety (90) days.
4. **Record Retention Requirements.** The Trusted Agent shall ensure and the Netsmart Client acknowledges and agrees that Netsmart Client is solely responsible for maintaining records of the identity proofing process in accordance with the Rules, which records shall, in any case, be maintained for a minimum of 7 ½ years from the date the subject of the identity proofing process is terminated by Netsmart Client. MedAllies shall be provided access to any Applicant and End User identity verification records when required to perform its obligations, upon request, with reasonable advance notice.

5. Reporting Requirements.

- a. The Trusted Agent shall ensure that the Netsmart Client promptly delivers to MedAllies the names of all Applicants whose identity has been authenticated and verified in accordance with this Addendum (each Applicant, upon proper identity authentication and verification, shall be an End User), and to use reasonable precautions to secure such information during delivery to MedAllies. The name of each End User must be provided by the Netsmart Client to MedAllies before the End User will be provided access to the MedAllies HISP services.
- b. Netsmart Client acknowledges and agrees that it is solely responsible for ensuring that all End User information provided by it or the Trusted Agent to MedAllies is provided in a timely manner and is accurate, current, and complete.
- c. Netsmart Client acknowledges and agrees that when or if the Trusted Agent named on this form changes, or the Netsmart Client undergoes a name change, Netsmart Client shall notify MedAllies immediately and a new Trusted Agent Addendum shall be executed designating the replacement Trusted Agent or new Netsmart Client name. This provision, if not followed, would be considered a breach under the Terms and Conditions of the Direct Network Connectivity Service Agreement between Netsmart Client and MedAllies.

- d. Netsmart Client and Trusted Agent shall immediately notify MedAllies and request that any given End User's certificate be revoked if: (1) the Netsmart Client or Trusted Agent becomes aware that the End User's information provided to MedAllies is not, or is no longer, accurate or current (e.g., due to a name change); or (2) the Netsmart Client or Trusted Agent becomes aware that the End User is no longer employed by, associated with, authorized by, or affiliated with the Netsmart Client.
6. **Compliance Updates.** Should any laws, rules, regulations, industry standards, or statutory requirements (collectively, the "Rules") change, or require changes to this Trusted Agent Authorization or any requirements contained herein, and without limitation to other requirements that may be enforced, Netsmart Customer covenants to provide to MedAllies a signed update to this Trusted Agent Authorization that is compliant with the Rules within Fourteen (14) days' notice by MedAllies to Netsmart Client.

*THE REPRESENTATIVE SIGNING THIS AUTHORIZATION **MUST BE SOMEONE OTHER THAN THE TRUSTED AGENT (THIS MAY BE A MANAGER OR SUPERVISOR OF THE TRUSTED AGENT OR A REPRESENTATIVE OF HUMAN RESOURCES).***

Netsmart CLIENT Signature:

By: _____
Print Name: _____
Title: _____

ATTACHMENT 1

I, _____, hereby acknowledge and accept the appointment by my employer, _____ ("Netsmart Client") to serve as Netsmart Client's Trusted Agent in accordance with the Netsmart Client Trusted Agent Authorization entered into by and between Netsmart Client and MedAllies, with an effective date of _____ (the "Authorization").

Trusted Agent

Signature: _____

Printed Name: _____

Date: _____

Notary Public

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, who is known to me, or proved to me through satisfactory evidence of identification in the form of _____, to be the person whose name is subscribed to this instrument, who acknowledged to me that he/she executed this instrument voluntarily for its stated purpose, and who executed this instrument in my presence.

WITNESS my hand and official seal.

Signature: _____

Printed Name: _____

[SEAL]

My Commission Expires: _____