

# ORIGINAL

AGREEMENT FOR SERVICES #4252  
(Software License Agreement 03-498-01)  
AMENDMENT II

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This Amendment II to that Agreement for Services #4252 (Software License Agreement 03-498-01/ County Agreement 791-PHD0808), is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and QS Technologies, Inc., now owned and operating as Netsmart Technologies, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4950 College Boulevard, Overland Park, KS 66211, and whose Agent for Service of Process is C T Corporation System, 818 West Seventh Street, Suite 930, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

## RECITALS

**WHEREAS**, QS Technologies, Inc., was engaged by County to obtain Insight Software, License to the Software, and other services for the County of El Dorado Public Health Department, now the County of El Dorado, Health and Human Services Agency, Public Health Division, under Agreement for Services #4252 (Software License Agreement 03-498-01 / County Agreement 791-PHD0808) dated June 10, 2003 and Amendment I dated November 9, 2004, incorporated herein and made by reference a part hereof; and

**WHEREAS**, QS Technologies was acquired by Netsmart Technologies, Inc., effective July 31, 2006; and

**WHEREAS**, Netsmart Technologies, Inc., has requested that the County accept the Insight Software, License to the Software, and other services under Agreement for Services #4252 (Software License Agreement 03-498-01 / County Agreement 791-PHD0808) with QS Technologies, Inc.; and

**WHEREAS**, Netsmart Technologies, Inc., has been liable for all obligations, covenants, and conditions, and/or liabilities for services performed since August 1, 2006, under the terms and conditions of Agreement for Services #4252 (Software License Agreement 03-498-01 / County Agreement 791-PHD0808), as approved by the County of El Dorado Board of Supervisors and executed on June 10, 2003, incorporated herein and made by reference a part hereof; and

**WHEREAS**, Netsmart Technologies, Inc., has maintained all existing indemnity and insurance obligations of QS Technologies, Inc., since August 1, 2006; and

**WHEREAS**, Netsmart Technologies, Inc., assumed all of QS Technologies, Inc.’s duties, responsibilities and obligations under the terms and conditions of Agreement for Services #4252 (Software License Agreement 03-498-01 / County Agreement 791-PHD0808); and

**WHEREAS**, the parties hereto have determined and agreed to amend Agreement for Services #4252 (Software License Agreement 03-498-01 / County Agreement 791-PHD0808); and

**WHEREAS**, the parties hereto mutually agree to amend and replace **Article 9 – Terms and License Fee and Article 30 – Administrator**.

**NOW, THEREFORE**, the parties agree to the assignment of the subject Agreement from QS Technologies, Inc., to Netsmart Technologies, Inc., effective August 1, 2006, and confirms that Netsmart Technologies, Inc., assumed all duties, covenants and obligations of QS Technologies, Inc., under this Agreement and has been responsible for performing all services required under Agreement for Services #4252, as amended, effective August 1, 2006, in accordance with all terms and conditions as defined in the Agreement, and QS Technologies, Inc., shall remain liable, jointly and severally, for all work performed prior to August 1, 2006, and further agrees that all indemnity and insurance obligations remain in full force and effect for services performed as of August 1, 2006 as stated herein above. Additionally, the parties do hereby agree that Agreement for Services #4252 (Software License Agreement 03-498-01 / County Agreement 791-PHD0808) shall be amended a second time to read as follows:

**A.** Article 9 – Terms and License Fee, is replaced in its entirety as follows:

**9.**

**TERMS and LICENSE FEE.** This Amendment shall be effective on the date on which this Amendment is signed by both Netsmart Technologies, Inc., and Licensee. The Agreement shall remain in effect through June 30, 2020 unless terminated (i) by mutual consent of the parties to this Agreement or (ii) in accordance with Section 17 of this Agreement. The license fee payable by Licensee is described in the Payment Schedule below. If System is subject to sales/use tax, Licensee agrees to pay such taxes either to QS or directly to the appropriate state agency. Licensee shall be responsible for all sales and use taxes. All payments shall be made in U.S. dollars in accordance with the payment terms listed in the Specifications.

<b>Payment Schedule</b>			
07/01/2018	06/30/2019	Insight – Comprehensive Clinical Mgmt Software Sup	\$17,381.74
07/01/2019	06/30/2020	Insight – Comprehensive Clinical Mgmt Software Sup	\$18,250.83
		Total.....	\$35,632.57

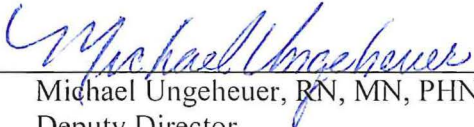
B. Article 30 – Administrator, is replaced in its entirety as follows:

30.

**ADMINISTRATOR.** The County Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer, RN, MN, PHN, Deputy Director, Health and Human Services Agency, or successor.

Except as herein amended, all other parts and sections of this Agreement for Services #4252 (Software License Agreement 03-498-01 / County Agreement 791-PHD0808) shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Michael Ungeheuer, RN, MN, PHN  
Deputy Director  
Health and Human Services Agency

Dated: 3/05/2020

**Requesting Department Head Concurrence:**

By:   
Don Semon  
Director  
Health and Human Services Agency

Dated: 3-12-20

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #4252 (Software License Agreement 03-498-01 / County Agreement 791-PHD0808) on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: 5/5/20

By: Brian Veerkamp  
Brian Veerkamp, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Jakeha Smirk  
Deputy Clerk

Dated: 5/5/20

-- CONTRACTOR --

NETSMART TECHNOLOGIES, INC.  
(A DELAWARE CORPORATION)

By: Joseph McGovern  
Joseph McGovern  
Executive Vice President  
"Contractor"

Dated: 02-26-2020

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