

**MASTER AGREEMENT #8522
AMENDMENT I**

This First Amendment to that Master Agreement #8522, 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 Netsmart Technologies, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11100 Nall Avenue Overland Park, Kansas 66211; (hereinafter referred to as "Netsmart");

RECITALS

WHEREAS, Netsmart has been engaged by County to provide Software as a Service (SaaS) licensed software and support, pursuant to Master Agreement #8522, dated May 21, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include page numbers in the Table of Contents for the Business Associate Agreement, amending **Table of Contents**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the quantity of Avatar Plexus Cloud SaaS – Named Users by thirty-six (36), add Implementation Fees and CarePOV Clinician to Expenditures therefore increasing the Maximum Obligation by \$268,617.42 for a total not-to-exceed Maximum Obligation of \$1,945,076.27, amending **Master Agreement Expenditures**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #8522;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #8522 on the following terms and conditions:

1) Table of Contents, of the Agreement is amended in its entirety to read as follows:

Table of Contents		
Title	Description	Page
<u>Master Agreement Expenditures</u>	Charges and payment Terms	4
<u>Master Agreement Terms and Conditions</u>	Governing terms and conditions of the Agreement	6
<u>Schedule A</u>	Support Services for Licensed Software	16
<u>Schedule A-1</u>	Hosting Service Level Agreement (SLA)	19

<u>BAA</u>	Business Associate Agreement	Exhibit B Pages 1-6
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- 2) **Master Agreement Expenditures**, of the Agreement is amended to add the follow paragraphs prior to the table on page 4, “Master Agreement Expenditures”, as follows:

For the period beginning May 21, 2024, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the expenditures shall be in accordance with the Master Agreement Expenditures incorporated herein and made by reference a part hereof.

For the period beginning on the effective date of this First Amendment to the Agreement, and continuing through the remaining term of the Agreement, for the services provided herein, the expenditures shall be in accordance with the Amended Master Agreement Expenditures incorporated herein and made by reference a part hereof.

- 3) **Master Agreement Expenditures**, of the Agreement is amended to add the following “Amended Master Agreement Expenditures” table following the “Master Agreement Expenditures” table on page 4; the provisions related to Travel Expenses and invoicing terms remain unchanged and in full force and effect:

Amended Master Agreement Expenditures

Master Agreement Expenditures	Quantity	Term (Month)	June 1, 2024 - May 31, 2025	June 1, 2025 - May 31, 2026	June 1, 2026 - May 31, 2027	June 1, 2027 - May 31, 2028	June 1, 2028 - May 31, 2029
Subscription and Maintenance Fees							
AMA CPT Code Subscription		12	\$7,152.56	\$5,250.82	\$5,460.85	\$5,679.29	\$5,906.46
AMA CPT Code Additional Users 181-216		12	\$465.15	\$797.40	\$829.30	\$862.47	\$896.97
Avatar Electronic Signature Maintenance		12	\$2,763.40	\$2,873.94	\$2,988.90	\$3,108.45	\$3,232.79
Two Party Escrow Agreement		12	\$921.26	\$958.11	\$996.44	\$1,036.30	\$1,077.75
Avatar Plexus Cloud SaaS - Named Users	180	12	\$156,332.64	\$162,585.95	\$169,089.39	\$175,852.96	\$182,887.08
Additional Users 181-216	36	12	\$20,790.00	\$35,640.00	\$37,065.60	\$38,548.22	\$40,090.15
CarePOV Clinician	38	12	\$9,655.80	\$16,552.80	\$17,214.91	\$17,903.51	\$18,619.65
CareConnect HIE Connector (CCD Transactions) SaaS		12	\$8,389.31	\$8,724.88	\$9,073.87	\$9,436.83	\$9,814.30
CareConnect FHIR Interface SaaS		12	\$5,928.00	\$6,165.12	\$6,411.72	\$6,668.19	\$6,934.92
Netsmart ASAM Continuum Integration Subscription		12	\$3,466.69	\$3,605.36	\$3,749.58	\$3,899.56	\$4,055.54
Diagnosis Content on Demand Subscription		12	\$1,566.20	\$1,628.85	\$1,694.00	\$1,761.76	\$1,832.23
DCOD – Additional Users 181-216			\$155.26	\$266.16	\$276.81	\$287.88	\$299.39
KPI Dashboard SaaS		12	\$16,510.00	\$17,170.40	\$17,857.22	\$18,571.50	\$19,314.36
POS Scanning Powered by Perceptive Maintenance		12	\$2,631.79	\$2,737.06	\$2,846.55	\$2,960.41	\$3,078.83
OrderConnect – ePrescribing Only – Prescriber Subscription	10	12	\$5,080.58	\$5,283.80	\$5,495.15	\$5,714.96	\$5,943.56
OrderConnect – Non-Prescribing User Subscription	16	12	\$1,642.25	\$1,707.94	\$1,776.26	\$1,847.31	\$1,921.20
OrderConnect Base Fee		12	\$1,776.47	\$1,847.52	\$1,921.43	\$1,998.28	\$2,078.21
myHealthPointe 2.0 Enterprise SaaS – Human Services		12	\$24,613.31	\$25,597.84	\$26,621.75	\$27,686.62	\$28,794.09
myLearningPointe – LMS Premier Named User		12	\$7,300.80	\$7,592.83	\$7,896.55	\$8,212.41	\$8,540.90
OrderConnect – EPCS Subscription	6	12	\$540.30	\$561.91	\$584.39	\$607.76	\$632.07
Implementation Fees							
myPOV CarePOV Clinician Implementation	1	One time	\$9,000.00				
myPOV PS Implementation	1	One time	\$2,400.00				

Total By Year			\$289,081.77	\$307,548.70	\$319,850.65	\$332,644.68	\$345,950.47
Additional Subscription Products and Services				Total Year 1 through 5 (6/1/24 - 5/31/29)			
Work Orders submitted in accordance with Section 3.f	N/A	N/A	\$350,000.00				
Maximum Obligation							\$1,945,076.27


Except as herein amended, all other parts and sections of that Agreement #8522 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Nicole Ebrahimi-Nuyken (Nov 25, 2024 11:29 PST)
Nicole Ebrahimi-Nuyken, LMFT
Director of Behavioral Health
Health and Human Services Agency

Dated: 11/25/2024

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Nov 25, 2024 11:32 PST)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 11/25/2024

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8522 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- NETSMART TECHNOLOGIES, INC.--

By: *Joseph McGovern*
Joseph McGovern (Nov 25, 2024 16:42 EST)
Joseph McGovern
Executive Vice President
"Netsmart"

Dated: 11/25/2024

By: *Lynn Marasco*
Lynn Marasco (Nov 26, 2024 14:27 CST)
Lynn Marasco
Corporate Secretary

Dated: 11/26/2024