

COPY



SOFTWARE LICENSE AND MAINTENANCE AGREEMENT #269-S9911

THIS AGREEMENT 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 Computer Works, Inc., a New York corporation duly qualified to conduct business in the State of California, whose principal place of business is 12 Corporate Woods Boulevard, Albany, New York 12211 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it has a need for, and Consultant agrees to grant to County, an InterTrac for HealthCare tracking and management system software product (hereinafter referred to as "Program") necessary for tracking, reporting and forms management of client data necessary to ensure quality care to Medi-Cal eligible clients of the Mental Health Department. The Program shall consist of the software, license to the software, software maintenance, and hardware as described in this Agreement; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, Consultant warrants and represents that the Program identified herein will serve the intended and functional purpose for the Mental Health Department of El Dorado County; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Agreement:

A. Software License

1. Consultant grants and County accepts a nonexclusive, nontransferable license to the Program identified as follows:

InterTrac for Healthcare client license (35 ea.)

InterTrac for Healthcare server license (2 ea.)

2. The Program referred to hereinabove is intended to be used for the general purposes of providing a customized automated tracking mechanism for ensuring quality care to Medi-Cal eligible clients with the County of El Dorado Mental Health Department. Consultant warrants and represents that the Program fits its intended purpose as needed by County. The function of the Program includes, but is not limited to, the following purposes: provide a complete system of tracking, reporting, forms management, staff and client data to enable the Mental Health staff to input, process, track, store and retrieve Medi-Cal eligible client data.

Data Conversion: Consultant will accomplish the data conversion by using data from the existing INSYST system located on a VAX environment. County will be responsible for establishing access to this data on a local PC capable of running Windows 95/NT and LotusNotes using the industry standard ODBC data connection tools. Once this connection is available, Consultant will use the most appropriate conversion mechanism and import the patient related data into the Program. It is also understood that it will be necessary for County to provide Consultant with the appropriate file layouts necessary to understand the data, which will be imported. Ongoing data conversion requirements will be reviewed and a recommendation and cost assessment will be provided by Consultant for the County to act on in the future phases of the project.

Customization: Based on the specifications provided by County to date, Consultant will initially address the forms and workflow components of County's time reporting and data collection requirements. Consultant will further customize the functionality of the Program to meet the managed care requirements identified by County in Exhibit "B" marked "County's Specifications & Requirements", incorporated herein and made by reference a part hereof. The program currently includes a variety of built in workflow components to track information based on a documents (forms) status, accomplish tasks by messaging individuals when information relates to them and sending reminder messages to appropriate parties for activities which become past due. Consultant will further enhance the Program to fit the exact needs of County by adding an additional 20-25 custom forms (as defined by County) to the system. Consultant will then automate the flow of these forms using the built in workflow components identified to automate the tracking of information, approval cycles which may be required, messaging and overall movement of these documents through the system to meet the requirements set forth in the preliminary documentation Consultant has received from County. Because the system includes these tools, Consultant will help the administrative staff of

County understand how these tools can also be used in the future, thus laying the groundwork for future enhancements which can be accomplished over time by County's internal staff.

The license granted for the Program described herein and its use and maintenance shall be perpetual and shall continue in full force and effect after County has made all payments required pursuant to this Agreement.

3. The County's rights under this Agreement shall not be assigned, sublicensed or otherwise transferred to any other entity.
4. County agrees to use the Program only at the County's site and on the County's computers, and solely for the County's internal business purpose.

County may use the Program at the licensed site or in a remote access mode solely to process its own data and the data of all County remote sites located within the County's jurisdiction. The County ensures that any remote site that has access to the Program complies with the terms and conditions of this Agreement. County may transfer the Program to any other site owned by County upon written notice to Consultant.

County shall have sole responsibility for the proprietary, confidentiality, and the use of the data maintained by the Program.

5. County may make complete or partial copies of the Program as needed solely for testing, archival, and back-up purposes. County shall ensure that all copyright and other proprietary notices or legends contained in or placed upon the Program shall appear on any such copies.
6. Consultant warrants that customized the Program, when properly installed and operated by qualified professionals shall operate in accordance with the County's specifications and requirements as set forth in Exhibit "B". This warranty shall conform to County's specifications and requirements and shall be operative upon completion by the County of acceptance testing and evaluation as defined in Paragraph 7. hereinbelow, and remain in effect for one hundred twenty (120) days following completion of the evaluation period. Should Consultant fail to correct any non-conformance within the period specified in ARTICLE X, County shall be entitled to a full refund for any monies paid under the terms of this Agreement.
7. Upon successful installation of Program and upon completion of training, County shall conduct acceptance testing and a comprehensive evaluation the Program for a period of thirty (30) days, in which County shall have the option of returning Program for a full refund of software license and maintenance fees only.
8. Title and full ownership rights including, but not limited to, all copyrights in and to all copies of the Program shall remain the sole and exclusive property of Consultant. County acknowledges and agrees that the Program constitutes, contains, and embodies valuable confidential information, trade secrets and proprietary rights of Consultant.

9. If source code is licensed, County may modify or enhance the Program for any purpose reasonably related to the purpose for which the Program was originally licensed, provided that:
 - a. If the County is provided any source code, the County's right to modify or enhance the Program shall not diminish the Consultant's copyrights, interest in, or ownership of the Program;
 - b. Unless otherwise agreed to by the parties in writing, the County shall be solely responsible for any and all maintenance of any modifications or enhancements it makes to the Program.
10. Disclosure of this Agreement is subject to any and all pertinent laws governing disclosure of public information (California Public Records Act-Government Code 6250 et seq.). County shall give Consultant notice of any request for public disclosure of any confidential information or data made available by Consultant in connection with the license granted hereunder, including, without limitation, all methods, processes, techniques, knowledge, and know-how. Consultant shall notify the County immediately if Consultant contends the information requested is exempt from disclosure, and shall inform the County of Consultant's basis therefor. The final determination as to the County's obligations to comply with the Public Records Act shall remain solely with the County.

In conducting installation, maintenance or during any other access to County's software and data, Consultant agrees to maintain complete confidentiality as to information contained in the software and data.

County shall take all reasonable action to fulfill its obligations with respect to the use, copying, confidentiality, and security of the Program and all other confidential material of Consultant or its Licensor. County agrees not to reverse assemble, or decompile or otherwise attempt to create or derive source code from the Program.

11. Consultant has provided specifications for the computer system necessary for the successful operation of software and acknowledges that all of its requirements have been met by County and Consultant certifies that the computer system is suitable for installation.
12. Consultant shall provide installation and installation assistance, including furnishing all necessary labor, materials, and other such services required to accomplish installation. County shall make all the necessary arrangements to allow Consultant's personnel sufficient work space and access to the installation locations during normal business hours or at such other times as may be mutually agreed upon. Consultant shall certify in writing to County that the software is installed and County is ready for training and to commence acceptance training.

Installation shall be completed within one (1) working day and shall be coordinated with the County's Contract Administrator as defined in ARTICLE XVIII.

B. Training

Consultant will provide training sessions on the operation and use of the Program for the County's designated personnel. Consultant agrees to provide Administration training for 1.5 days and User training for 2.5 days (5 people per session, 5 half-day sessions.) Training will address the following subjects:

- a) All aspects of User Training
- b) Document preparation
- c) Storage of index and data files
- d) Troubleshooting
- e) Security management and System backup

Training shall take place during normal business hours at one of the County's central site locations.

Consultant will provide complete software documentation and printed training manuals upon execution of this Agreement. County may reproduce all documentation and training materials for its own internal use.

C. Software Maintenance

1. Consultant offers to County and County hereby accepts the following provisions for the maintenance and improvement of the software Program identified as:

InterTrac for Healthcare client System (35 ea.)
InterTrac for Healthcare server (2 ea.)

2. Consultant will attempt to identify the sources of any malfunction, determine the cause of the malfunction and document its findings, if the Program malfunctions and fails to perform as described in the reference manuals provided by Consultant.

County shall notify Consultant in writing immediately regarding Program malfunctions and shall provide a listing of output and such other data as is required to reproduce operating conditions as existed when the suspected malfunction occurred.

Consultant shall provide continued program maintenance consisting of updates and error corrections to the Program and enhancements and improvements to individual features of the Program. Additional programs that are sold separately are expressly excluded.

3. Consultant will provide to the County those enhancements to the Program which are released during the term of this Agreement at no additional cost to the County. Said enhancements shall be provided to the County within ninety (90) days after general release by Consultant. The term "enhancement" includes any revision of or improvement to the Program, which substantially conforms to published literature provided to the County by Consultant as of the date of the software license.

Consultant shall maintain backup copies of the current and prior versions, if any, of the Program. Consultant shall provide updates of individual pages of documentation affected by any changes, and updates or enhancements to the Program. If entire new documents are prepared as part of such changes, updates or enhancements, Consultant shall supply as many copies as are licensed by County. Consultant shall replace Program(s) that have been lost or damaged and County shall pay any then current media and reproduction costs, unless such loss or damage is caused solely by the negligence of Consultant, in which case there will be no charge to County.

4. If any Program malfunction is determined under Software Maintenance, Paragraph 2. above to have been caused by Consultant's programming, or by incorrect instructions from Consultant personnel or documentation provided by Consultant, investigative services under Paragraph 2. hereinabove are treated as standard maintenance under this paragraph and Consultant corrects the malfunction at no additional charge.
5. Technical support services are provided by Consultant during normal business hours (8:00 AM - 5:30 PM Eastern Standard Time), Monday through Friday, excluding holidays. County shall have the ability to leave requests for technical support issues via electronic submission to E-mail, Fax or voice mail on a 24-hour basis. Consultant shall supply County with electronic submission contact numbers. Technical support services shall include answering questions, providing technical guidance with regard to the Program, receiving trouble reports, troubleshooting system problems and other investigative services relative to the Program. County agrees to keep the necessary telecommunications components and connections in operation during the term of this Agreement.

Consultant agrees to maintain the system in good operating condition and repair in a professional and responsive manner. Specifically, Consultant shall:

- a. Perform hardware and software diagnostics and identify or confirm the problems and isolate their causes within 24 hours of receiving notification from County.
- b. Correct malfunctioning software manufactured by Consultant.

County agrees to the following:

- a. County's personnel shall not perform maintenance or attempt repairs to equipment except by prior written agreement with Consultant.
- b. The required suitable electric current to operate the equipment and a suitable environment necessary for operation shall be furnished by Client. Equipment shall not be operated unless the environment meet the requirements shown in equipment specifications.

- c. Alterations in or attachments to the equipment may not be made without prior written consent of Consultant. If the alteration or attachment interferes with the normal and satisfactory operation or creates a safety hazard, the County will, upon notice from Consultant to that effect, promptly remove the alteration or attachment and restore the equipment to their normal condition.
6. Consultant warrants that the software provided pursuant to this Agreement will meet or exceed the performance standards specified in this Agreement and as Consultant has represented to County. Should the software as sold and installed hereunder fail to meet any of the specifications as detailed in this Agreement or any related documentation, County may exercise whatever options are set forth in this Agreement, at County's sole option.

Consultant warrants that Software shall be free from defects in material and workmanship and shall function according to the specifications for a period of one (1) year from County's acceptance and agrees to replace or repair all defects at no charge during said period, provided the damage shall not have been caused by willful act or negligence of County's agents or employees.

Consultant warrants that it has the right to license the application software and sell the licensed supporting software and that all software is delivered and installed free of any claim of patent, trademark or copyright infringement.

Consultant warrants that software is merchantable and is fit for the purpose expressly set forth in this Agreement and will perform in accordance with the Consultant's specifications and related documentation (Users Manuals). Consultant will extend the manufacturer warranties for third party hardware and software to the County.

Consultant software is warranted for a period of one (1) year. Any software upgrades within the first year will be provided at no cost to the County.

ARTICLE II

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Mental Health Department for the purposes of, and in the performance of this agreement.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties hereto and shall continue in effect unless otherwise canceled by either party in accordance with ARTICLE X Default, Termination, and Cancellation of this Agreement.

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the payables pursuant to this Agreement shall be in accordance with Exhibit "A", marked "Payment Schedule", incorporated herein and made by reference a part hereof. The total amount of this Agreement shall not exceed \$91,243.25, exclusive of travel expenses. Travel expenses to be billed separately, as needed, in accordance with Exhibit "C", marked "County Travel Policy D-1", incorporated herein and made by reference a part hereof.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Consultant is engaged by County for their unique qualifications and skills as well as those of their personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its subcontractors, associates, and employees as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time of to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part thirty (30) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF MENTAL HEALTH
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: MARION BRAY

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

COMPUTER WORKS, INC.
12 CORPORATE WOODS BLVD.
ALBANY, NY 12211
ATTN: GREG ROSANO

or to such other location as the Consultant directs.

ARTICLE XII

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prohibited by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this agreement, Professional Liability is not required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XIV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVI

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any Agreement/ contract exceeding \$1,500.00.

ARTICLE XVII

Year 2000 Compliance: Consultant agrees that hardware and software developed, distributed, installed, programmed or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data before and after January 1, 2000.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate without delay or other manner of hindrance from the current year into and beyond the year 2000.

Upon written notification by the County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software within a mutually agreed upon time period, but no later than November 1, 1999, at no cost to the County.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Marion Bray, Fiscal Administrative Manager, Department of Mental Health, or successor.

ARTICLE XIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT CONCURRENCE:

By: Kathleen M. Burne Dated: 8/24/99
Kathleen M. Burne, Director
Mental Health

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: September 14, 1999

By: J. Mark Nielsen
J. Mark Nielsen, Chairman
Board of Supervisors
"County"

ATTEST: Dixie L. Foote, Clerk
of the Board of Supervisors

By: Margaret Moody Dated: September 14, 1999

-- CONSULTANT --

Dated: 8/30/99

COMPUTER WORKS, INC.,
A NEW YORK CORPORATION

By: Greg Rosano
Greg Rosano, President
"Consultant"

ATTEST:
Jodi Herwerth, Secretary

Jodi M. Herwerth Dated: 8/30/99

Exhibit "A" Payment Schedule

County agrees to pay Consultant installments as follows:

At time of contract signing	\$38,243.25
Upon installation of customized components	\$36,000.00
Upon usage of system in production Environment	\$17,000.00
Total Not To Exceed:	\$91,243.25

The cost break down of the above payment schedule is as follows:

SOFTWARE LICENSE

For the granting of license in accordance with ARTICLE I, Section A. Software License, County agrees to pay Consultant the one-time fee for the perpetual license of *\$18,455.00*.

35 InterTrac for Healthcare client licenses @ \$299.00/ea.

2 InterTrac for Healthcare server licenses @ \$3,995.00/ea.

Consultant will provide ninety (90) days of free phone support as a part of the purchase of the licenses.

INSTALLATION AND TRAINING

For the Training, in accordance with ARTICLE I, Section B. Training, County agrees to pay Consultant to provide training services as follows: Administrative training – 1.5 days; User training – 2.5 days (5 people per session, 5 half day sessions). This assumes that training can be conducted in consecutive days at one central site. Training schedule(s) shall be coordinated with County Contract Administrator.

County agrees to pay expenses in accordance with the terms and conditions of the El Dorado County Board of Supervisors Travel Policy D-1, incorporated herein as Exhibit "C", and made by reference a part hereof. All training manuals and other related documentation shall be provided at no additional cost to the County. The total amount of training shall not exceed *\$6,000.00*, inclusive of all expenses.

Installation and set/up services will be provided for the cost of *\$4,600.00*. These services will include the installation and setup of a fully functional InterTrac for Healthcare system at the County's site.

OTHER SYSTEMS MAINTENANCE

Consultant will provide County with data conversion services for the cost of *\$9,000.00*. This amount is based upon the assumption that this is to be a one-time conversion effort at the time of system start up.

Consultant will provide County with customization services at the cost of \$36,000.00.

Consultant will provide County with custom report services for the cost of \$10,000.00. This cost is based on five (5) reports taking two (2) days each to design, test and implement.

Consultant will provide County with technical support services for the cost of \$4,600.00. Technical support will consist of a forty (40) hour block of support time, which can initially be used to handle administrative issues and assist with ongoing support. ComputerWorks has an automated system of tracking the use of these hours and will provide monthly usage reports. This same block of time can also be used to address product customization training for County's internal staff.

SOFTWARE MAINTENANCE

For the Software Maintenance, in accordance with ARTICLE I, Section C. Software Maintenance, County agrees to pay Consultant \$2,588.25 for a one year subscription of InterTrac for Healthcare software maintenance. The InterTrac for Healthcare client maintenance for 35 clients @ \$39.95 per client annually is \$1,398.25. The InterTrac for Healthcare server maintenance for two (2) servers @ \$595.00 per server annually is \$1,190.00

EXHIBIT "B"

County's Specifications & Requirements

Implementation Priority:

1. Managed Care
2. Casp Replacement
3. PSR Replacement

Work Flow:

Managed Care - Client requests service steps:

1. Clinician
2. Authorization (program manager or committee)
3. Review/Reauthorization (if denied)
4. "Notice of Action" to Client
5. Grievance by Client goes to Committee

Notifications of actions to involved parties all along process.

Client Review for:

- South Lake Tahoe Clinic
- West Slope Clinic
- Phoenix Center
- Psychiatric Health Facility Outcome of Clinical Review Cases

Required information reviewed by UR Coordinator;

- Client Notes
- Corrections
- Insufficient Documentation

Treatment Plans:

- Add Authorizations and Re-Authorizations for treatment plans
- Remind in advance of expirations
- Remind Clinician of required re-authorization

TARS: Treatment Authorization Request for inpatient services

Track Grievance or complaints

New Forms:

Time Cards must contain:

- Hours
- Type of Service (service code)
- Length of service
- Provider of service
- Client name
- Client number

Appointment Tracking: Enter apt-> apt kept?->reschedule->progress notes done->time sheet notation if client is no show.

Inpatient only:

Treatment Plan time frame requirement prompting, Prompt the clinician prior to time limits (HCFA requirements 24 hours) for PHF/Inpatient services.

OUTPATIENT: 60 days for services extending over 60 days; 1 week for short term services.

Automated Routing: Have program watch status

- Who's not complying to requirement (i.e. client notes, corrections, documentations)
- Notify the offending party, if not completed in x days
- Notify program coordinator
- Then x days to the manager
- Then x days to the director
- Give cumulative information (i.e. list clinicians with the offense and the number of offenses)
- Offer a graph of the information.

Track:

- Calls; send to triage committee or Crisis dept.
 - Provide a log printout for state requirements
- **Note: Triage authorizes managed care treatment, set apt. does PSP process.

Medication Consent Forms:

- Client signs form (signature capture? If used must include protection for clients signature)
- Form sent to Psychiatrist
- Form given to client by (list clinician) then sent to Doctor
- License expiration notifications sent to UR coordinator
- Auto notify UR Coordinator and clinician 30 days prior to lapse of license

Tallies:

- Number of apts. By clinician, client
- Calls by day, client name, clinician (These are used in re-authorizations)

Track ethnicity



EXHIBIT "C"

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BOARD OF SUPERVISORS POLICY

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Background:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance - Responsibility of Claimant
8. Procedures

Policy:

1. General Policy
 - a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.



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- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.
- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case



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- g. basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
- (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.
 - (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.
 - (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether



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or not exceptional costs will be reimbursed.

3. Travel Participants and Number

- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
- b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
- c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.
- d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:
 - (1) A member of the Board of Supervisors requires NO specific authorization.
 - (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
 - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not



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limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.

- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.
- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
 - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
 - (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
 - (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.



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4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.
- d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.



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e. Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)



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The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.



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Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

Maximum Allowable Meal Reimbursement

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief



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- (2) Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.



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Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- (1) Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- (2) Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- (3) Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.



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- (4) Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- (5) Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- (6) Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- (7) Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and



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(7) payment within the same fiscal year as the expense was incurred.

(8) Expense Claim Form

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.

ORIGINAL

AGREEMENT FOR SERVICES #269-S9911 AMENDMENT I

This Amendment I to that Agreement for Services #269-S9911, 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 Computer Works, Inc., d.b.a. Albany Computerworks, a New York Corporation duly qualified to conduct business in the State of California, whose principal place of business is 12 Corporate Woods Boulevard, Albany, NY 12211 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it has a need for, and Consultant agrees to grant to County, an InterTrac for HealthCare tracking and management system software product (hereinafter referred to as "Program") necessary for tracking, reporting and forms management of client data necessary to ensure quality care to Medi-Cal eligible clients of the Department of Mental Health in accordance with Agreement for Services #269-S9911, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties mutually have agreed to increase the number of client licenses and add maintenance/upgrade and training services for the additional users, thus amending **ARTICLE I – Scope of Agreement** and **ARTICLE IV – Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #269-S9911 shall be amended a first time to read as follows:

ARTICLE I

Scope of Agreement:

A. Software License

1. Consultant grants and County accepts a nonexclusive, nontransferable license to the Program identified as follows:

InterTrac for Healthcare client license (78 ea.)
InterTrac for Healthcare server license (2 ea.)

2. The Program referred to hereinabove is intended to be used for the general purposes of providing a customized automated tracking mechanism for ensuring quality care to Medi-Cal eligible clients with the County of El Dorado Mental Health Department. Consultant warrants and represents that the Program fits its intended purpose as needed by County. The function of the Program includes, but is not limited to, the following purposes: provide a complete system of tracking, reporting, forms management, staff and client data to enable the Mental Health staff to input, process, track, store and retrieve Medi-Cal eligible client data.

Data Conversion: Consultant will accomplish the data conversion by using data from the existing INSYST system located on a VAX environment. County will be responsible for establishing access to this data on a local PC capable of running Windows 95/NT and LotusNotes using the industry standard ODBC data connection tools. Once this connection is available, Consultant will use the most appropriate conversion mechanism and import the patient related data into the Program. It is also understood that it will be necessary for County to provide Consultant with the appropriate file layouts necessary to understand the data, which will be imported. Ongoing data conversion requirements will be reviewed and a recommendation and cost assessment will be provided by Consultant for the County to act on in the future phases of the project.

Customization: Based on the specifications provided by County to date, Consultant will initially address the forms and workflow components of County's time reporting and data collection requirements. Consultant will further customize the functionality of the Program to meet the managed care requirements identified by County in Exhibit "B" marked "County's Specifications & Requirements", incorporated herein and made by reference a part hereof. The program currently includes a variety of built in workflow components to track information based on a documents (forms) status, accomplish tasks by messaging individuals when information relates to them and sending reminder messages to appropriate parties for activities which become past due. Consultant will further enhance the Program to fit the exact needs of County by adding an additional 20-25 custom forms (as defined by County) to the system. Consultant will then automate the flow of these forms using the built in workflow components identified to automate the tracking of information, approval cycles which may be required, messaging and overall movement of these documents through the system to meet the requirements set forth in the preliminary documentation Consultant has received from County. Because the system includes these tools, Consultant will help the administrative staff of County understand how these tools can also be used in the future, thus laying the groundwork for future enhancements which can be accomplished over time by County's internal staff.

The license granted for the Program described herein and its use and maintenance shall be perpetual and shall continue in full force and effect after County has made all payments required pursuant to this Agreement.

3. The County's rights under this Agreement shall not be assigned, sublicensed or otherwise transferred to any other entity.
4. County agrees to use the Program only at the County's site and on the County's computers, and solely for the County's internal business purpose.

County may use the Program at the licensed site or in a remote access mode solely to process its own data and the data of all County remote sites located within the County's jurisdiction. The County ensures that any remote site that has access to the Program complies with the terms and conditions of this Agreement. County may transfer the Program to any other site owned by County upon written notice to Consultant.

County shall have sole responsibility for the proprietary, confidentiality, and the use of the data maintained by the Program.

5. County may make complete or partial copies of the Program as needed solely for testing, archival, and back-up purposes. County shall ensure that all copyright and other proprietary notices or legends contained in or placed upon the Program shall appear on any such copies.
6. Consultant warrants that customized the Program, when properly installed and operated by qualified professionals shall operate in accordance with the County's specifications and requirements as set forth in Exhibit "B". This warranty shall conform to County's specifications and requirements and shall be operative upon completion by the County of acceptance testing and evaluation as defined in Paragraph 7. hereinbelow, and remain in effect for one hundred twenty (120) days following completion of the evaluation period. Should Consultant fail to correct any non-conformance within the period specified in ARTICLE X, County shall be entitled to a full refund for any monies paid under the terms of this Agreement.
7. Upon successful installation of Program and upon completion of training, County shall conduct acceptance testing and a comprehensive evaluation the Program for a period of thirty (30) days, in which County shall have the option of returning Program for a full refund of software license and maintenance fees only.
8. Title and full ownership rights including, but not limited to, all copyrights in and to all copies of the Program shall remain the sole and exclusive property of Consultant. County acknowledges and agrees that the Program constitutes, contains, and embodies valuable confidential information, trade secrets and proprietary rights of Consultant.
9. If source code is licensed, County may modify or enhance the Program for any purpose reasonably related to the purpose for which the Program was originally licensed, provided that:

- a. If the County is provided any source code, the County's right to modify or enhance the Program shall not diminish the Consultant's copyrights, interest in, or ownership of the Program;
 - b. Unless otherwise agreed to by the parties in writing, the County shall be solely responsible for any and all maintenance of any modifications or enhancements it makes to the Program.
10. Disclosure of this Agreement is subject to any and all pertinent laws governing disclosure of public information (California Public Records Act-Government Code 6250 *et seq.*). County shall give Consultant notice of any request for public disclosure of any confidential information or data made available by Consultant in connection with the license granted hereunder, including, without limitation, all methods, processes, techniques, knowledge, and know-how. Consultant shall notify the County immediately if Consultant contends the information requested is exempt from disclosure, and shall inform the County of Consultant's basis therefor. The final determination as to the County's obligations to comply with the Public Records Act shall remain solely with the County.

In conducting installation, maintenance or during any other access to County's software and data, Consultant agrees to maintain complete confidentiality as to information contained in the software and data.

County shall take all reasonable action to fulfill its obligations with respect to the use, copying, confidentiality, and security of the Program and all other confidential material of Consultant or its Licensor. County agrees not to reverse assemble, or decompile or otherwise attempt to create or derive source code from the Program.

11. Consultant has provided specifications for the computer system necessary for the successful operation of software and acknowledges that all of its requirements have been met by County and Consultant certifies that the computer system is suitable for installation.
12. Consultant shall provide installation and installation assistance, including furnishing all necessary labor, materials, and other such services required to accomplish installation. County shall make all the necessary arrangements to allow Consultant's personnel sufficient work space and access to the installation locations during normal business hours or at such other times as may be mutually agreed upon. Consultant shall certify in writing to County that the software is installed and County is ready for training and to commence acceptance training.

Installation shall be completed within one (1) working day and shall be coordinated with the County's Contract Administrator as defined in ARTICLE XVIII.

B. Training

Consultant will provide training sessions on the operation and use of the Program for the County's designated personnel. Consultant agrees to provide Administration training for 2.5 days and User training for 2.5 days (5 people per session, 5 half-day sessions.) Training will address the following subjects:

- a) All aspects of User Training
- b) Document preparation
- c) Storage of index and data files
- d) Troubleshooting
- e) Security management and System backup

Training shall take place during normal business hours at one of the County's central site locations.

Consultant will provide complete software documentation and printed training manuals upon execution of this Agreement. County may reproduce all documentation and training materials for its own internal use.

C. Software Maintenance

1. Consultant offers to County and County hereby accepts the following provisions for the maintenance and improvement of the software Program identified as:

InterTrac for Healthcare client System (78 ea.)
InterTrac for Healthcare server (2 ea.)

2. Consultant will attempt to identify the sources of any malfunction, determine the cause of the malfunction and document its findings, if the Program malfunctions and fails to perform as described in the reference manuals provided by Consultant.

County shall notify Consultant in writing immediately regarding Program malfunctions and shall provide a listing of output and such other data as is required to reproduce operating conditions as existed when the suspected malfunction occurred.

Consultant shall provide continued program maintenance consisting of updates and error corrections to the Program and enhancements and improvements to individual features of the Program. Additional programs that are sold separately are expressly excluded.

3. Consultant will provide to the County those enhancements to the Program which are released during the term of this Agreement at no additional cost to the County. Said enhancements shall be provided to the County within ninety (90) days after general release by Consultant. The term "enhancement" includes any revision of or improvement to the Program, which substantially conforms to published literature provided to the County by Consultant as of the date of the software license.

Consultant shall maintain backup copies of the current and prior versions, if any, of the Program. Consultant shall provide updates of individual pages of documentation affected by any changes, and updates or enhancements to the Program. If entire new documents are prepared as part of such changes, updates or enhancements, Consultant shall supply as many copies as are licensed by County. Consultant shall replace Program(s) that have been lost or damaged and County shall pay any then current media and reproduction costs, unless such loss or damage is caused solely by the negligence of Consultant, in which case there will be no charge to County.

4. If any Program malfunction is determined under Software Maintenance, Paragraph 2. above to have been caused by Consultant's programming, or by incorrect instructions from Consultant personnel or documentation provided by Consultant, investigative services under Paragraph 2. hereinabove are treated as standard maintenance under this paragraph and Consultant corrects the malfunction at no additional charge.
5. Technical support services are provided by Consultant during normal business hours (8:00 AM - 5:30 PM Eastern Standard Time), Monday through Friday, excluding holidays. County shall have the ability to leave requests for technical support issues via electronic submission to E-mail, Fax or voice mail on a 24-hour basis. Consultant shall supply County with electronic submission contact numbers. Technical support services shall include answering questions, providing technical guidance with regard to the Program, receiving trouble reports, troubleshooting system problems and other investigative services relative to the Program. County agrees to keep the necessary telecommunications components and connections in operation during the term of this Agreement.

Consultant agrees to maintain the system in good operating condition and repair in a professional and responsive manner. Specifically, Consultant shall:

- a. Perform hardware and software diagnostics and identify or confirm the problems and isolate their causes within 24 hours of receiving notification from County.
- b. Correct malfunctioning software manufactured by Consultant.

County agrees to the following:

- a. County's personnel shall not perform maintenance or attempt repairs to equipment except by prior written agreement with Consultant.
- b. The required suitable electric current to operate the equipment and a suitable environment necessary for operation shall be furnished by Client. Equipment shall not be operated unless the environment meet the requirements shown in equipment specifications.

- c. Alterations in or attachments to the equipment may not be made without prior written consent of Consultant. If the alteration or attachment interferes with the normal and satisfactory operation or creates a safety hazard, the County will, upon notice from Consultant to that effect, promptly remove the alteration or attachment and restore the equipment to their normal condition.
6. Consultant warrants that the software provided pursuant to this Agreement will meet or exceed the performance standards specified in this Agreement and as Consultant has represented to County. Should the software as sold and installed hereunder fail to meet any of the specifications as detailed in this Agreement or any related documentation, County may exercise whatever options are set forth in this Agreement, at County's sole option.

Consultant warrants that Software shall be free from defects in material and workmanship and shall function according to the specifications for a period of one (1) year from County's acceptance and agrees to replace or repair all defects at no charge during said period, provided the damage shall not have been caused by willful act or negligence of County's agents or employees.

Consultant warrants that it has the right to license the application software and sell the licensed supporting software and that all software is delivered and installed free of any claim of patent, trademark or copyright infringement.

Consultant warrants that software is merchantable and is fit for the purpose expressly set forth in this Agreement and will perform in accordance with the Consultant's specifications and related documentation (Users Manuals). Consultant will extend the manufacturer warranties for third party hardware and software to the County.

Consultant software is warranted for a period of one (1) year. Any software upgrades within the first year will be provided at no cost to the County.

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the payables pursuant to this Agreement shall be in accordance with Amended Exhibit "A", marked "Payment Schedule", incorporated herein and made by reference a part hereof. The total amount of this Agreement as amended shall not exceed \$108,450.85, exclusive of travel expenses. Travel expenses to be billed separately, as needed, in accordance with Exhibit "C", marked "County Travel Policy D-1", incorporated herein and made by reference a part hereof.

Except as herein amended, all other parts and sections of this Agreement for Services shall remain unchanged and in full force and effect.

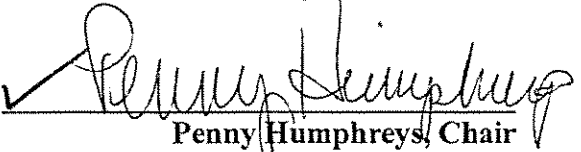
REQUESTING DEPARTMENT CONCURRENCE:

By: Kathleen M. Burne LCSW Dated: 3/26/01
Kathleen M. Burne, LCSW, Director
Department of Mental Health

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #269-S9911 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: May 1, 2001

By: 
Penny Humphreys, Chair
Board of Supervisors
"County"


ATTEST:
Dixie L. Foote, Clerk
of the Board of Supervisors

By:  Date: May 1, 2001
Deputy Clerk

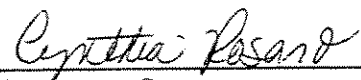
-- CONSULTANT --

Dated: 4-10-01

COMPUTER WORKS, INC.,
A NEW YORK CORPORATION

By: 
Greg Rosano, President
"Consultant"

ATTEST:

By:  Date: 4/10/01
Corporate Secretary

Amended Exhibit "A"

Payment Schedule

County agrees to pay Consultant installments as follows:

At time of contract signing	\$ 38,243.25
Upon installation of customized components	\$ 36,000.00
Upon usage of system in production Environment	\$ 17,000.00
Additional licenses/maintenance (43 client)	\$ 17,207.60
Total Not To Exceed:	\$108,450.85

The cost break down of the above payment schedule is as follows:

SOFTWARE LICENSE

For the granting of license in accordance with ARTICLE I, Section A. Software License, County agrees to pay Consultant the one-time fee for the perpetual license of \$28,522.20.

- 35 InterTrac for Healthcare client licenses @ \$299.00/ea.
- 43 InterTrac for Healthcare client licenses @ \$234.12/ea
- 2 InterTrac for Healthcare server licenses @ \$3,995.00/ea.

Consultant will provide ninety (90) days of free phone support as a part of the purchase of the licenses.

INSTALLATION AND TRAINING

For the Training, in accordance with ARTICLE I, Section B. Training, County agrees to pay Consultant to provide training services as follows: Administrative training – 1.5 days; User training – 2.5 days (5 people per session, 5 half day sessions). This assumes that training can be conducted in consecutive days at one central site. Training schedule(s) shall be coordinated with County Contract Administrator.

County agrees to pay expenses in accordance with the terms and conditions of the El Dorado County Board of Supervisors Travel Policy D-1, incorporated herein as Exhibit "C", and made by reference a part hereof. All training manuals and other related documentation shall be provided at no additional cost to the County. The total amount of training shall not exceed \$7,850.00, exclusive of all expenses.

Installation and set/up services will be provided for the cost of \$4,600.00. These services will include the installation and setup of a fully functional InterTrac for Healthcare system at the County's site.

OTHER SYSTEMS MAINTENANCE

Consultant will provide County with data conversion services for the cost of \$9,000.00. This amount is based upon the assumption that this is to be a one-time conversion effort at the time of system start up.

Consultant will provide County with customization services at the cost of \$36,000.00.

Consultant will provide County with custom report services for the cost of \$10,000.00. This cost is based on five (5) reports taking two (2) days each to design, test and implement.

Consultant will provide County with technical support services for the cost of \$4,600.00. Technical support will consist of a forty (40) hour block of support time, which can initially be used to handle administrative issues and assist with ongoing support. ComputerWorks has an automated system of tracking the use of these hours and will provide monthly usage reports. This same block of time can also be used to address product customization training for County's internal staff.

SOFTWARE MAINTENANCE

For the Software Maintenance, in accordance with ARTICLE I, Section C. Software Maintenance, County agrees to pay Consultant \$7,878.65 for a one year subscription of InterTrac for Healthcare software maintenance. The first year InterTrac for Healthcare client maintenance for 78 clients is \$5,993.65. The first year InterTrac for Healthcare server maintenance for two (2) servers is \$1,885.00. At the County's option, maintenance services shall be extended after the first year on an annual basis.

ORIGINAL

AGREEMENT FOR SERVICES #269-S9911 AMENDMENT II

This Amendment II to that Agreement for Services #269-S9911, 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 Computer Works, Inc. doing business as Albany Computerworks, a New York Corporation duly qualified to conduct business in the State of California, whose principal place of business is 12 Corporate Woods Boulevard, Albany, NY 12211 (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to provide an InterTrac for HealthCare tracking and management system software product (hereinafter referred to as "Program") necessary for tracking, reporting and forms management of client data necessary to ensure quality care to Medi-Cal eligible clients of the Department of Mental Health in accordance with Agreement for Services #269-S9911, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I – Scope of Agreement**, and **ARTICLE IV – Compensation**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #269-S9911 shall be amended a second time to read as follows:

ARTICLE I

Scope of Agreement:

A. Software License

1. Consultant grants and County accepts a nonexclusive, nontransferable license to the Program identified as follows:

InterTrac for Healthcare client license (100 ea.)

InterTrac for Healthcare server license (2 ea.)

2. The Program referred to hereinabove is intended to be used for the general purposes of providing a customized automated tracking mechanism for ensuring quality care to Medi-Cal eligible clients with the County of El Dorado Mental Health Department. Consultant warrants and represents that the Program fits its intended purpose as needed by County. The function of the Program includes, but is not limited to, the following purposes: provide a complete system of tracking, reporting, forms management, staff and client data to enable the Mental Health staff to input, process, track, store and retrieve Medi-Cal eligible client data.

Data Conversion: Consultant will accomplish the data conversion by using data from the existing INSYST system located on a VAX environment. County will be responsible for establishing access to this data on a local PC capable of running Windows 95/NT and LotusNotes using the industry standard ODBC data connection tools. Once this connection is available, Consultant will use the most appropriate conversion mechanism and import the patient related data into the Program. It is also understood that it will be necessary for County to provide Consultant with the appropriate file layouts necessary to understand the data, which will be imported. Ongoing data conversion requirements will be reviewed and a recommendation and cost assessment will be provided by Consultant for the County to act on in the future phases of the project.

Customization: Based on the specifications provided by County to date, Consultant will initially address the forms and workflow components of County's time reporting and data collection requirements. Consultant will further customize the functionality of the Program to meet the managed care requirements identified by County in Exhibit "B" marked "County's Specifications & Requirements", incorporated herein and made by reference a part hereof. The program currently includes a variety of built in workflow components to track information based on a documents (forms) status, accomplish tasks by messaging individuals when information relates to them and sending reminder messages to appropriate parties for activities which become past due. Consultant will further enhance the Program to fit the exact needs of County by adding an additional 20-25 custom forms (as defined by County) to the system. Consultant will then automate the flow of these forms using the built in workflow components identified to automate the tracking of information, approval cycles which may be required, messaging and overall movement of these documents through the system to meet the requirements set forth

in the preliminary documentation Consultant has received from County. Because the system includes these tools, Consultant will help the administrative staff of County understand how these tools can also be used in the future, thus laying the groundwork for future enhancements which can be accomplished over time by County's internal staff.

The license granted for the Program described herein and its use and maintenance shall be perpetual and shall continue in full force and effect after County has made all payments required pursuant to this Agreement.

3. The County's rights under this Agreement shall not be assigned, sublicensed or otherwise transferred to any other entity.
4. County agrees to use the Program only at the County's site and on the County's computers, and solely for the County's internal business purpose.

County may use the Program at the licensed site or in a remote access mode solely to process its own data and the data of all County remote sites located within the County's jurisdiction. The County ensures that any remote site that has access to the Program complies with the terms and conditions of this Agreement. County may transfer the Program to any other site owned by County upon written notice to Consultant.

County shall have sole responsibility for the proprietary, confidentiality, and the use of the data maintained by the Program.

5. County may make complete or partial copies of the Program as needed solely for testing, archival, and back-up purposes. County shall ensure that all copyright and other proprietary notices or legends contained in or placed upon the Program shall appear on any such copies.
6. Consultant warrants that customized the Program, when properly installed and operated by qualified professionals shall operate in accordance with the County's specifications and requirements as set forth in Exhibit "B". This warranty shall conform to County's specifications and requirements and shall be operative upon completion by the County of acceptance testing and evaluation as defined in Paragraph 7. hereinbelow, and remain in effect for one hundred twenty (120) days following completion of the evaluation period. Should Consultant fail to correct any non-conformance within the period specified in ARTICLE X, County shall be entitled to a full refund for any monies paid under the terms of this Agreement.
7. Upon successful installation of Program and upon completion of training, County shall conduct acceptance testing and a comprehensive evaluation the Program for a period of thirty (30) days, in which County shall have the option of returning Program for a full refund of software license and maintenance fees only.
8. Title and full ownership rights including, but not limited to, all copyrights in and to

all copies of the Program shall remain the sole and exclusive property of Consultant. County acknowledges and agrees that the Program constitutes, contains, and embodies valuable confidential information, trade secrets and proprietary rights of Consultant.

9. If source code is licensed, County may modify or enhance the Program for any purpose reasonably related to the purpose for which the Program was originally licensed, provided that:
 - a. If the County is provided any source code, the County's right to modify or enhance the Program shall not diminish the Consultant's copyrights, interest in, or ownership of the Program;
 - b. Unless otherwise agreed to by the parties in writing, the County shall be solely responsible for any and all maintenance of any modifications or enhancements it makes to the Program.
10. Disclosure of this Agreement is subject to any and all pertinent laws governing disclosure of public information (California Public Records Act-Government Code 6250 et seq.). County shall give Consultant notice of any request for public disclosure of any confidential information or data made available by Consultant in connection with the license granted hereunder, including, without limitation, all methods, processes, techniques, knowledge, and know-how. Consultant shall notify the County immediately if Consultant contends the information requested is exempt from disclosure, and shall inform the County of Consultant's basis therefor. The final determination as to the County's obligations to comply with the Public Records Act shall remain solely with the County.

In conducting installation, maintenance or during any other access to County's software and data, Consultant agrees to maintain complete confidentiality as to information contained in the software and data.

County shall take all reasonable action to fulfill its obligations with respect to the use, copying, confidentiality, and security of the Program and all other confidential material of Consultant or its Licensor. County agrees not to reverse assemble, or decompile or otherwise attempt to create or derive source code from the Program.

11. Consultant has provided specifications for the computer system necessary for the successful operation of software and acknowledges that all of its requirements have been met by County and Consultant certifies that the computer system is suitable for installation.
12. Consultant shall provide installation and installation assistance, including furnishing all necessary labor, materials, and other such services required to accomplish installation. County shall make all the necessary arrangements to allow Consultant's personnel sufficient work space and access to the installation locations during normal business hours or at such other times as may be mutually agreed upon.

Consultant shall certify in writing to County that the software is installed and County is ready for training and to commence acceptance training.

Installation shall be completed within one (1) working day and shall be coordinated with the County's Contract Administrator as defined in ARTICLE XVIII.

B. Training

Consultant will provide training sessions on the operation and use of the Program for the County's designated personnel. Consultant agrees to provide Administration training for 1.5 days and User training for 2.5 days (5 people per session, 5 half-day sessions.) Training will address the following subjects:

- a) All aspects of User Training
- b) Document preparation
- c) Storage of index and data files
- d) Troubleshooting
- e) Security management and System backup

Training shall take place during normal business hours at one of the County's central site locations.

Consultant will provide complete software documentation and printed training manuals upon execution of this Agreement. County may reproduce all documentation and training materials for its own internal use.

C. Software Maintenance

1. Consultant offers to County and County hereby accepts the following provisions for the maintenance and improvement of the software Program identified as:

InterTrac for Healthcare client System (100 ea.)
InterTrac for Healthcare server (2 ea.)

2. Consultant will attempt to identify the sources of any malfunction, determine the cause of the malfunction and document its findings, if the Program malfunctions and fails to perform as described in the reference manuals provided by Consultant.

County shall notify Consultant in writing immediately regarding Program malfunctions and shall provide a listing of output and such other data as is required to reproduce operating conditions as existed when the suspected malfunction occurred.

Consultant shall provide continued program maintenance consisting of updates and error corrections to the Program and enhancements and improvements to individual features of the Program. Additional programs that are sold separately are expressly excluded.

3. Consultant will provide to the County those enhancements to the Program which are released during the term of this Agreement at no additional cost to the County. Said enhancements shall be provided to the County within ninety (90) days after general release by Consultant. The term "enhancement" includes any revision of or improvement to the Program, which substantially conforms to published literature provided to the County by Consultant as of the date of the software license.

Consultant shall maintain backup copies of the current and prior versions, if any, of the Program. Consultant shall provide updates of individual pages of documentation affected by any changes, and updates or enhancements to the Program. If entire new documents are prepared as part of such changes, updates or enhancements, Consultant shall supply as many copies as are licensed by County. Consultant shall replace Program(s) that have been lost or damaged and County shall pay any then current media and reproduction costs, unless such loss or damage is caused solely by the negligence of Consultant, in which case there will be no charge to County.

4. If any Program malfunction is determined under Software Maintenance, Paragraph 2. above to have been caused by Consultant's programming, or by incorrect instructions from Consultant personnel or documentation provided by Consultant, investigative services under Paragraph 2. hereinabove are treated as standard maintenance under this paragraph and Consultant corrects the malfunction at no additional charge.
5. Technical support services are provided by Consultant during normal business hours (8:00 AM - 5:30 PM Eastern Standard Time), Monday through Friday, excluding holidays. County shall have the ability to leave requests for technical support issues via electronic submission to E-mail, Fax or voice mail on a 24-hour basis. Consultant shall supply County with electronic submission contact numbers. Technical support services shall include answering questions, providing technical guidance with regard to the Program, receiving trouble reports, troubleshooting system problems and other investigative services relative to the Program. County agrees to keep the necessary telecommunications components and connections in operation during the term of this Agreement.

Consultant agrees to maintain the system in good operating condition and repair in a professional and responsive manner. Specifically, Consultant shall:

- a. Perform hardware and software diagnostics and identify or confirm the problems and isolate their causes within 24 hours of receiving notification from County.
- b. Correct malfunctioning software manufactured by Consultant.

County agrees to the following:

- a. County's personnel shall not perform maintenance or attempt repairs to equipment except by prior written agreement with Consultant.
 - b. The required suitable electric current to operate the equipment and a suitable environment necessary for operation shall be furnished by Client. Equipment shall not be operated unless the environment meet the requirements shown in equipment specifications.
 - c. Alterations in or attachments to the equipment may not be made without prior written consent of Consultant. If the alteration or attachment interferes with the normal and satisfactory operation or creates a safety hazard, the County will, upon notice from Consultant to that effect, promptly remove the alteration or attachment and restore the equipment to their normal condition.
6. Consultant warrants that the software provided pursuant to this Agreement will meet or exceed the performance standards specified in this Agreement and as Consultant has represented to County. Should the software as sold and installed hereunder fail to meet any of the specifications as detailed in this Agreement or any related documentation, County may exercise whatever options are set forth in this Agreement, at County's sole option.

Consultant warrants that Software shall be free from defects in material and workmanship and shall function according to the specifications for a period of one (1) year from County's acceptance and agrees to replace or repair all defects at no charge during said period, provided the damage shall not have been caused by willful act or negligence of County's agents or employees.

Consultant warrants that it has the right to license the application software and sell the licensed supporting software and that all software is delivered and installed free of any claim of patent, trademark or copyright infringement.

Consultant warrants that software is merchantable and is fit for the purpose expressly set forth in this Agreement and will perform in accordance with the Consultant's specifications and related documentation (Users Manuals). Consultant will extend the manufacturer warranties for third party hardware and software to the County.

Consultant software is warranted for a period of one (1) year. Any software upgrades within the first year will be provided at no cost to the County.

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered.

For the purposes hereof, the payables pursuant to this Agreement shall be in accordance with Exhibit "A"-Amendment II, marked "Payment Schedule", incorporated herein and made by reference a part hereof. The total amount of this Agreement for the period of September 14, 1999 through November 9, 2002 shall not exceed \$126,045.85, inclusive of travel expenses. Fees for Software maintenance shall be paid annually, at the rates set forth in Exhibit "A"-Amendment II. Travel expenses to be billed in accordance with Exhibit "C", marked "County Travel Policy D-1", incorporated herein and made by reference a part hereof.

This Amendment shall become effective when fully executed by the parties hereto.

Except as herein amended, all other parts and sections of this Agreement #269-S9911 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT CONCURRENCE:

By: Kathleen M. Burne Dated: 8/2/02
Kathleen M. Burne, LCSW, Director
Mental Health Department

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #269-S9911 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: September 10, 2002

By: [Signature]
David A. Solaro, Chairman
Board of Supervisors
"County"

ATTEST:
Dixie L. Foote
Clerk of the Board of Supervisors

By: Margaret B. Moody Dated: September 10, 2002
Deputy Clerk

-CONSULTANT--

Dated: 8-7-02

COMPUTER WORKS, INC.
DOING BUSINESS AS ALBANY COMPUTERWORKS,
A NEW YORK CORPORATION

By: [Signature]
Greg Rosano, President
"Consultant"

ATTEST:

By: Cynthia Rosano Dated: 8/7/02
Corporate Secretary

Exhibit "A"-Amendment I

Payment Schedule

County agrees to pay Consultant installments as follows:

SOFTWARE LICENSE

For the granting of license in accordance with ARTICLE I, Section A. Software License, County agrees to pay Consultant the one-time fees for perpetual licenses as follows:

- 25 InterTrac for Healthcare client licenses @ \$160.00/ea.
- 2 InterTrac for Healthcare server licenses @ \$3,995.00/ea.

Additional software licenses may be purchased as needed, at a cost not to exceed \$239.95 per license.

Consultant will provide ninety (90) days of free phone support as a part of the purchase of the licenses.

OTHER SYSTEMS MAINTENANCE

Consultant will provide County with technical support services for the cost of \$9,600.00. Technical support will consist of one eighty (80) hour block of support time, which can initially be used to handle administrative issues and assist with ongoing support. ComputerWorks has an automated system of tracking the use of these hours and will provide monthly usage reports. This same block of time can also be used to address product customization training for County's internal staff.

SOFTWARE MAINTENANCE

Fees for Software Maintenance as defined ARTICLE I, Section C. Software Maintenance shall be due annually on November 9, in accordance with the following:

The annual fee for InterTrac for Healthcare client maintenance is \$49.95 per license.

The annual fee for InterTrac for Healthcare server maintenance \$695.00 per server.

The total new liability under the term of this amendment is \$17,595.00.

ORIGINAL

AGREEMENT FOR SERVICES #269-S9911 AMENDMENT III

This Amendment III to that Agreement for Services #269-S9911, 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 Computer Works, Inc., a New York Corporation dba Albany Computerworks, duly qualified to conduct business in the State of California, whose principal place of business is 12 Corporate Woods Boulevard, Albany, NY 12211 and whose Agent for Service of Process is Business Filings Incorporated, 2295 Gateway Oaks Drive, Suite 185, Sacramento, CA 95833; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to provide an InterTrac for HealthCare tracking and management system software product (herein after referred to as "Program") necessary for tracking, reporting and forms management of client data necessary to ensure quality care to Medi-Cal eligible clients of the Department of Mental Health in accordance with Agreement for Services #269-S9911 dated September 14, 1999, Amendment I dated May 1, 2001, and Amendment II dated September 10, 2002, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE IV – Compensation for Services**, **ARTICLE XI – Notice to Parties** and **ARTICLE XVIII - Administrator**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #269-S9911 shall be amended a third time as follows:

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoice(s) detailing services rendered.

For the purposes hereof, the payables pursuant to this Agreement, as amended, shall be in accordance with the following:

The total amount of this Agreement for the period of September 14, 1999 through November 8, 2002 shall not exceed \$126,045.85, inclusive of travel expenses in accordance with Exhibit "A", marked "Payment Schedule", incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, for the period of November 9, 2002 through November 8, 2005 shall not exceed \$17,595.00, in accordance with Amended Exhibit "A", marked, "Payment Schedule" and Exhibit "A"-Amendment II, marked "Payment Schedule", incorporated herein and made by reference a part hereof.

Effective November 9, 2005 the annual cost for software license and maintenance shall not exceed those rates identified in Exhibit "A"-Amendment III, marked Payment Schedule, incorporated herein and made by reference a part hereof. The total amount of this Agreement, as amended, shall not exceed the funding available within the Mental Health Department's budgeted appropriation for this Agreement.

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF MENTAL HEALTH
344 PLACERVILLE DRIVE, SUITE 20
PLACERVILLE, CA 95667
ATTN: TOM MICHAELSON, DEPARTMENT ANALYST

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

COMPUTER WORKS, INC.
12 CORPORATE WOODS BLVD.
ALBANY, NY 12211

or to such other location as the Consultant directs.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Michaelson, Department Analyst, Department of Mental Health, or successor.

This amendment shall become effective when fully executed by both parties hereto.

Except as herein amended, all other parts and sections of this Agreement #269-S9911 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Tom Michaelson Dated: 4-28-06
Tom Michaelson, Department Analyst
Mental Health Department

Requesting Department Head Concurrence:

By: Barry Wasserman Dated: 5/2/06
Barry Wasserman, Interim Director
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #269-S9911 the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: 6/20/06

By: James R. Sweeney
JAMES R. SWEENEY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: Arthrop Tyler Date: 6/20/06
Deputy Clerk

--- CONSULTANT ---

Dated: 5-25-06

COMPUTER WORKS, INC.
A NEW YORK CORPORATION dba
ALBANY COMPUTERWORKS

By: [Signature]

President
"Consultant"

By: Cynthia M. Rosano
Corporate Secretary

Dated: 5-25-06

Exhibit "A"-Amendment III

Payment Schedule

County agrees to pay Consultant installments as follows:

SOFTWARE LICENSE

For the granting of license in accordance with ARTICLE I, Section A. Software License, County agrees to pay Consultant the one-time fees for perpetual licenses as follows:

10 InterTrac for Healthcare client licenses (for a total of 110 licenses)
(Minimum of 10 per pack @ \$4,380.00/pk.)

Consultant will provide ninety (90) days of free phone support as a part of the purchase of the licenses.

OTHER SYSTEMS MAINTENANCE

Consultant will continue to provide County with technical support services in accordance with Exhibit "A"-Amendment II at no additional cost to the County.

SOFTWARE MAINTENANCE

Fees for Software Maintenance as defined ARTICLE I, Section C. Software Maintenance effective November 8, 2005 and due annually on November 9, shall be in accordance with the following:

The annual fee for InterTrac for Healthcare client maintenance is \$59.00 per license.

The annual fee for InterTrac for Healthcare server maintenance \$850.00 per server.

The total new liability under the terms of this Amendment is \$11,064.50.

ORIGINAL

AGREEMENT FOR SERVICES #269-S9911 AMENDMENT IV

This Amendment IV to that Agreement for Services #269-S9911, 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 Computer Works, Inc., a New York Corporation dba Albany Computerworks, duly qualified to conduct business in the State of California, whose principal place of business is 12 Corporate Woods Boulevard, Albany, NY 12211 and whose Agent for Service of Process is Amerisearch, Inc., 2295 Gateway Oaks Drive, Suite 185, Sacramento, CA 95833; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to provide an InterTrac for HealthCare tracking and management system software product (herein after referred to as "Program") necessary for tracking, reporting and forms management of client data necessary to ensure quality care to Medi-Cal eligible clients of the Department of Mental Health in accordance with Agreement for Services #269-S9911 dated September 14, 1999, Amendment I dated May 1, 2001, Amendment II dated September 10, 2002, and Amendment III dated June 20, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE IV – Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #269-S9911 shall be amended a fourth time as follows:

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoice(s) detailing services rendered.

For the purposes hereof, the payables pursuant to this Agreement, as amended, shall be in accordance with the following:

The total amount of this Agreement for the period of September 14, 1999 through November 8, 2002 shall not exceed \$126,045.85, inclusive of travel expenses in accordance with Exhibit "A", marked "Payment Schedule", incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, for the period of November 9, 2002 through November 8, 2005 shall not exceed \$17,595.00, in accordance with Amended Exhibit "A", marked, "Payment Schedule" and Exhibit "A"-Amendment II, marked "Payment Schedule", incorporated herein and made by reference a part hereof.

For the period of November 9, 2005 though December 31, 2007 the annual cost for software license and maintenance shall not exceed those rates identified in Exhibit "A"-Amendment III, marked Payment Schedule, incorporated herein and made by reference a part hereof.

Effective January 1, 2008, the annual cost for software license and maintenance shall not exceed those rates identified in Exhibit "A"-Amendment IV, marked Payment Schedule, incorporated herein and made by reference a part hereof. The total amount of this Agreement, as amended, shall not exceed the funding available within the Mental Health Department's budgeted appropriation for this Agreement.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: TP. Mc Dated: 11-20-07
Thomas Michaelson
Department Analyst
Mental Health Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

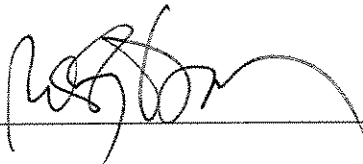
By: John Bachman Dated: 12/20/07
John Bachman
Director
Mental Health Department

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to that Agreement for Services #503-S0710 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: 3/4/08

By: 
Chairman
Board of Supervisors
"County"


ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By:  Date: 3/4/08
Deputy Clerk

-- CONSULTANT --

Dated: 1-4-08

COMPUTER WORKS, INC.
A NEW YORK CORPORATION dba
ALBANY COMPUTERWORKS

By: 
President
"Consultant"

By: 
Corporate Secretary

Dated: 1/4/08

Exhibit "A"-Amendment IV Payment Schedule

County agrees to pay Consultant installments as follows:

SOFTWARE LICENSE

For the granting of license in accordance with ARTICLE I, Section A. Software License, County agrees to pay Consultant the one-time fees for perpetual licenses as follows:

20 InterTrac for Healthcare client licenses (for a total of 130 licenses)
(Minimum of 10 per pack @ \$4,380.00/pk.)

Consultant will provide ninety (90) days of free phone support as a part of the purchase of the licenses.

OTHER SYSTEMS MAINTENANCE

Consultant will continue to provide County with technical support services in accordance with Exhibit "A"-Amendment II at no additional cost to the County.

SOFTWARE MAINTENANCE

Fees for Software Maintenance as defined ARTICLE I, Section C. Software Maintenance effective November 8, 2005 and due annually on November 9, shall be in accordance with the following:

The annual fee for InterTrac for Healthcare client maintenance is \$59.00 per license.

The annual fee for InterTrac for Healthcare server maintenance \$850.00 per server.

The total new liability under the terms of this Amendment is \$18,130.00.