

# ORIGINAL

## AGREEMENT FOR SERVICES #447-S1711 (#844) AMENDMENT II

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This Amendment II to that Agreement for Services #447-S1711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Netsmart Technologies, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4950 College Boulevard, Overland Park, KS 66211; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide SAAS licensed software and support, in accordance with Agreement for Services #447-S1711, dated April 18, 2017, and Amendment I, dated April 16, 2019, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to add the following software subscriptions: CareConnect, CareManager, and OrderConnect EPCS Hard & Soft Token; and

**WHEREAS**, the parties hereto have mutually agreed update the Netsmart Master Agreement for SAAS Licensed Software and Services Table of Contents to include the aforementioned software subscriptions; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #447-S1711 shall be amended a Second time as follows:

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1) The Netsmart Master Agreement for SAAS Licensed Software and Services Table of Contents is hereby amended in its entirety to read as follows:

<b>Table of Contents</b>	
<b>Title</b>	<b>Description</b>
Master Agreement Expenditures	Charges and payment terms
Master Agreement Terms and Conditions	Governing terms and conditions of the Agreement
Schedule A	Support Services for Licensed Software
Schedule A-1	Hosting Service Level Agreement (SLA)
Schedule B	Hardware Configuration
Netsmart Subscription Products Addendum	Supplemental terms for Subscription Products
Attachment 1	CareConnect Inbox Quote and Scope of Work (SOW)
Attachment 2	CareManager Quote and SOW
Attachment 3	OrderConnect EPCS Hard & Soft Token Setup Quote and Project Plan
BAA	Business Associate Agreement
NDA	Mutual Non-Disclosure Agreement


Except as herein amended, all other parts and sections of that Agreement #447-S1711 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
 \_\_\_\_\_  
 Jaime Samboceti, MA, MFT  
 Deputy Director  
 Health and Human Services Agency

Dated: 5/17/19

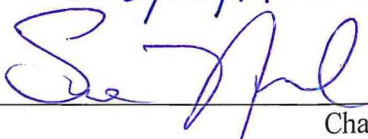
**Requesting Department Head Concurrence:**

By:   
 \_\_\_\_\_  
 Donald Semon  
 Director  
 Health and Human Services Agency


Dated: 5-13-19

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #447-S1711 on the dates indicated below.

-- COUNTY OF EL DORADO --

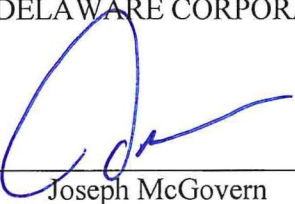
Dated: 5/21/19  
By:  Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:  Deputy Clerk  
Dated: 5/21/19

-- CONTRACTOR --

NETSMART TECHNOLOGIES, INC.  
(A DELAWARE CORPORATION)

By:   
Joseph McGovern  
Executive Vice President  
"Contractor"  
Dated: 05-09-2019

# Attachment 1 - CareConnect Inbox Quote and Scope of Work (SOW)



Client #: 0004598  
 Sales Order #: SO49674  
 Quote #: 00127486  
 Quote Date: 04/08/2019  
 Quote Expiration: 06/01/2019

www.ntst.com

Presented to: Matthew LePore  
 El Dorado County Mental Health Dept.  
 Health & Human Services Agency 3057 Briw Rd Suite B  
 Placerville, CA 95667

Netsmart Contact: April Collins (acollins@ntst.com)  
 +1 (913) 272-2269  
 Remit to: Netsmart Technologies, Inc.  
 PO Box 823519  
 Philadelphia, PA 19182-3519

## Quote Summary - El Dorado - CC Inbox 2019

Non-Recurring Fees		Recurring Fees (First Year)	
Professional Services	\$13,000.00	Software	\$13,560.00
<b>Total Non-Recurring Fees</b>	<b>\$13,000.00</b>	<b>Total Recurring Fees</b>	<b>\$13,560.00</b>
		<b>Total Fees</b>	<b>\$26,560.00</b>

## Solution Summary


### \*Professional Services

Professional Services are based on Netsmart's Scope of Work document, which is contained in a separate document. Professional Services are for a set level of effort that is based on Netsmart's exclusive understanding of the requirements. Any changes to the requirements or Netsmart's understanding thereof, may require additional funds from the client. Netsmart will notify the client in advance of any changes to the required funding and the client shall have the right to either purchase the additional level of effort or stay with the initial scope of work.

### \*CareConnect Direct Messaging

CareConnect Direct Messaging enables care providers to communicate with a client's entire care team (in and outside of your agency) in a direct, secure and confidential exchange. The solution is in-line with Meaningful Use Stage 2 requirements for transitions of care. Direct Messaging is integrated within the CareRecord™ and part of the natural clinical workflow, making communication seamlessly efficient.

Attachment 1 - CareConnect Inbox Quote and Scope of Work (SOW)



Client #: 0004598  
 Sales Order #: SO49674  
 Quote #: 00127486  
 Quote Date: 04/08/2019  
 Quote Expiration: 06/01/2019

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Non-Recurring Fees Detail

	Qty	Unit	Price	Total
CareConnect Inbox				\$13,000.00
Professional Services				
CareConnect Professional Services				\$13,000.00
<b>Total Fees</b>				<b>\$13,000.00</b>

Recurring Fees Detail

	Qty	Unit	Price	Term (mo)	Total (First Year)
CareConnect Inbox					\$13,560.00
Software					
CareConnect Inbox (Sub)	226	NAMED USER/MO	\$5.00	12	\$13,560.00
-- Includes base fee and In-Network Referral Connections					
CareConnect Direct Secure Messaging (Sub)	226	EACH/MO	\$0.00	12	\$0.00
<b>Total Fees</b>					<b>\$13,560.00</b>

# Attachment 1 - CareConnect Inbox Quote and Scope of Work (SOW)



Client #: 0004598  
Sales Order #: SO49674  
Quote #: 00127486  
Quote Date: 04/08/2019  
Quote Expiration: 06/01/2019

[www.ntst.com](http://www.ntst.com)

## Terms and Conditions

### Netsmart Pricing and Payment Policies

All fees set forth in this quote are due net 30 days, unless otherwise set forth in the master agreement that is identified at the end of this quote. Delinquent accounts will be subject to Netsmart's Delinquent Account Escalation Policy set forth at <http://www.ntst.com/ARpolicy>

The following terms apply to this quote:

- Valid until the expiration date shown above.
  - Subject to and incorporates the terms and conditions of the master agreement.
  - Unless identified separately below, does not include on site services or assistance, or charges for travel, living expense or travel time.
  - Charges for Hosting, PaaS, and SaaS services are payable on the Execution Date. Subscription services will be available commencing one (1) month from the Execution Date, and charges for subscription services are payable at that time.
  - Professional Services
    - Quoted professional services totaling less than or equal to \$10,000 are payable on the Effective Date.
    - Quoted professional services totaling more than \$10,000 will have the following payment terms: 50% due upon the Effective Date with the remaining 50% due 90 days after the Effective Date.
  - FOB Origin. Shipping and taxes will be separately charged and added to the invoice with other charges quoted above.
  - Netsmart has no obligation with respect to the software, hardware and/or services described in this quote until a binding agreement incorporating the terms of this proposal is executed between you and Netsmart.
- Unless otherwise set forth in a Master Agreement, all recurring items included in this quote will be subject to an annual increase at a rate of 3.5% beginning one year following execution.
- If certain Third Party Products are being licensed under this quote, Client agrees to the pass through terms that apply to those Third Party Products at <http://www.ntst.com/passthroughterms/index.aspx>. Notwithstanding the foregoing, nothing contained in the third party pass through terms will diminish Netsmart's obligations under this quote or the underlying agreement between the parties and as between Netsmart and Client, in the event of a conflict of terms, the terms of this Quote shall prevail.

Attachment 1 - CareConnect Inbox Quote and Scope of Work (SOW)



**Netsmart**

Client #: 0004598  
Sales Order #: SO49574  
Quote #: 00127486  
Quote Date: 04/08/2019  
Quote Expiration: 06/01/2019

www.ntst.com

CONTRACT TO BE APPLIED TO THIS QUOTE BY  
REFERENCE

QUOTE ACCEPTED AND INCLUDED UNDER THE REFERENCED AGREEMENT

Master Agreement for SaaS Licensed  
Software & Services dated 4/18/17

[Leave blank if this is a Quote subject to a new  
agreement]

QUOTED ITEMS TO BE SHIPPED AND BILLED TO  
THE FOLLOWING:

Signature:

\_\_\_\_\_

Billing

Address: \_\_\_\_\_

Name

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Shipping

Address: \_\_\_\_\_

Client PO

Number:

\_\_\_\_\_

Payment

Method:

\_\_\_\_\_

Payment

Due upon

Execution:

\_\_\_\_\_

## Attachment 2 - CareManager Quote and Scope of Work (SOW)



Client #: 0004598  
 Sales Order #: SO51271  
 Quote #: 00130381  
 Quote Date: 04/08/2019  
 Quote Expiration: 06/01/2019

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Presented to: Jamie Samboceti  
 El Dorado County Mental Health Dept.  
 Health & Human Services Agency 3057 Briw Rd Suite B  
 Placerville, CA 95667

Netsmart Contact: April Collins (acollins@ntst.com)  
 +1 (913) 272-2269  
 Remit to: Netsmart Technologies, Inc.  
 PO Box 823519  
 Philadelphia, PA 19182-3519

### Quote Summary - El Dorado - CareManger

Non-Recurring Fees		Recurring Fees (First Year)	
Professional Services	\$59,500.00	Software	\$18,000.00
Total Non-Recurring Fees	\$59,500.00	Total Recurring Fees	\$18,000.00
		Total Fees	\$77,500.00

### Solution Summary

**\*CareManager**

A care coordination solution, CareManager aggregates clinical data to provide a broad picture at the population level, facilitates care coordination across providers, tracks clinical quality measures and outcomes and manages authorizations and claims across care providers.

**\*Professional Services**

Professional Services are based on Netsmart's Scope of Work document, which is contained in a separate document. Professional Services are for a set level of effort that is based on Netsmart's exclusive understanding of the requirements. Any changes to the requirements or Netsmart's understanding thereof, may require additional funds from the client. Netsmart will notify the client in advance of any changes to the required funding and the client shall have the right to either purchase the additional level of effort or stay with the initial scope of work.



Attachment 2 - CareManager Quote and Scope of Work (SOW)



Client #: 0004598  
 Sales Order #: SO51271  
 Quote #: 00130381  
 Quote Date: 04/08/2019  
 Quote Expiration: 06/01/2019


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Non-Recurring Fees Detail

	Qty	Unit	Price	Total
CareManager Implementation				\$59,500.00
Professional Services				
CareManager Professional Services		HOUR	\$175.00	\$59,500.00
-- CareManager Standard Implementation				
<b>Total Fees</b>				<b>\$59,500.00</b>

Recurring Fees Detail

	Qty	Unit	Price	Term (mo)	Total (First Year)
Software					
CareManager	750	EACH/MO	\$2.00	24	\$18,000.00
<b>Total Fees</b>					<b>\$18,000.00</b>



Client #: 0004598  
Sales Order #: SO51271  
Quote #: 00130381  
Quote Date: 04/08/2019  
Quote Expiration: 06/01/2019

[www.ntst.com](http://www.ntst.com)

## Terms and Conditions

### Netsmart Pricing and Payment Policies

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- Unless identified separately below, does not include on site services or assistance, or charges for travel, living expense or travel time.
  
- Charges for Hosting, PaaS, SaaS and subscription services are payable on the Execution Date.
- Professional Services
  - Quoted professional services totaling less than or equal to \$10,000 are payable on the Effective Date.
  - Quoted professional services totaling more than \$10,000 will have the following payment terms: 50% due upon the Effective Date with the remaining 50% due 90 days after the Effective Date.
- FOB Origin. Shipping and taxes will be separately charged and added to the invoice with other charges quoted above.
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Unless otherwise set forth in a Master Agreement, all recurring items included in this quote will be subject to an annual increase at a rate of 3.5% beginning one year following execution.

Attachment 2 - CareManager Quote and Scope of Work (SOW)



Client #: 0004598  
Sales Order #: SO51271  
Quote #: 00130381  
Quote Date: 04/08/2019  
Quote Expiration: 06/01/2019

www.ntst.com

CONTRACT TO BE APPLIED TO THIS QUOTE BY REFERENCE

QUOTE ACCEPTED AND INCLUDED UNDER THE REFERENCED AGREEMENT

Master Agreement for SaaS Licensed Software & Services dated 4/18/17

[Leave blank if this is a Quote subject to a new agreement]

QUOTED ITEMS TO BE SHIPPED AND BILLED TO THE FOLLOWING:

Signature:

\_\_\_\_\_

Billing

Address: \_\_\_\_\_

Name

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Shipping

Address: \_\_\_\_\_

Client PO

Number:

\_\_\_\_\_

Payment

Method:

\_\_\_\_\_

Payment

Due upon

Execution:

\_\_\_\_\_

# Attachment 3 - OrderConnect EPCS Quote and Project Plan



Client #: 0004598  
 Sales Order #: SO49929  
 Quote #: 00127566  
 Quote Date: 05/03/2019  
 Quote Expiration: 05/31/2019

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Presented to: Matthew LePore  
 El Dorado County Mental Health Dept.  
 Health & Human Services Agency 3057 Briw Rd Suite B  
 Placerville, CA 95667

Netsmart Contact: April Collins (acollins@ntst.com)  
 +1 (913) 272-2269  
 Remit to: Netsmart Technologies, Inc.  
 PO Box 823519  
 Philadelphia, PA 19182-3519

## Quote Summary - El Dorado - EPCS

Non-Recurring Fees		Recurring Fees (First Year)	
Software	\$225.00	Software	\$288.00
Professional Services	\$1,125.00		
Other	\$20.00		
Total Non-Recurring Fees		Total Recurring Fees	\$288.00
	\$1,370.00	Total Fees	\$1,658.00

## Solution Summary


### \*OrderConnect

OrderConnect is Netsmart's Surescripts Certified secure Web-based electronic prescribing, order tracking management system. OrderConnect helps providers improve quality of care, reduce medication errors and meet criteria to receive Medicaid and Medicare funds for Meaningful Use of an Electronic Health Record (EHR). It is fully integrated with Netsmart's enterprise solutions. Each Order Connect Facility is allowed to fax 100 fax pages directly from the application per month per each prescriber license purchased. Fax pages in excess of that allowance in any calendar month will be billed at \$0.20 per page for the balance of that month.

### \*Professional Services

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Attachment 3 - OrderConnect EPCS Quote and Project Plan



Client #: 0004598  
 Sales Order #: SO49929  
 Quote #: 00127566  
 Quote Date: 05/03/2019  
 Quote Expiration: 05/31/2019

www.ntst.com


Non-Recurring Fees Detail

	Qty	Unit	Price	Total
OrderConnect EPCS				\$1,145.00
Professional Services				
OrderConnect Professional Services				\$1,125.00
-- EPCS Implementation & Training				
Other				
Shipping & Handling	1	EACH	\$20.00	\$20.00
Software				
OrderConnect EPCS Hard & Soft PRO 7 Token Setup	3	EACH	\$75.00	\$225.00
Total Fees				\$1,370.00

Recurring Fees Detail

	Qty	Unit	Price	Term (mo)	Total (First Year)
OrderConnect EPCS					\$288.00
Software					
OrderConnect EPCS (Sub)	3	NAMED USER/MO	\$8.00	12	\$288.00
-- 1-3					
Total Fees					\$288.00

## Attachment 3 - OrderConnect EPCS Quote and Project Plan



**Netsmart**

Client #: 0004598  
Sales Order #: SO49929  
Quote #: 00127566  
Quote Date: 05/03/2019  
Quote Expiration: 05/31/2019

[www.ntst.com](http://www.ntst.com)

### Terms and Conditions

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Attachment 3 - OrderConnect EPCS Quote and Project Plan



Client #: 0004598  
Sales Order #: SO49929  
Quote #: 00127566  
Quote Date: 05/03/2019  
Quote Expiration: 05/31/2019

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CONTRACT TO BE APPLIED TO THIS QUOTE BY REFERENCE

QUOTE ACCEPTED AND INCLUDED UNDER THE REFERENCED AGREEMENT

Master Agreement for SaaS Licensed Software & Services dated 4/18/17

[Leave blank if this is a Quote subject to a new agreement]

QUOTED ITEMS TO BE SHIPPED AND BILLED TO THE FOLLOWING:

Signature:

\_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Name

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Shipping Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client PO

Number:

\_\_\_\_\_

Payment

Method:

\_\_\_\_\_

Payment

Due upon

Execution:

\_\_\_\_\_