

AGREEMENT FOR SERVICES #269-S9911
AMENDMENT V

This Amendment V 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 20 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, Amendment III dated June 20, 2006, and Amendment IV dated March 4, 2008, 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 fifth time as follows:

ARTICLE IV

Compensation for Services: For services provided herein, County agrees to pay Consultant annually. Payment shall be made within forty-five (45) 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, 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.

The total amount of this Amendment V, for the period of November 9, 2008 through November 8, 2009 shall not exceed \$8,308.00, in accordance with Exhibit "A"-Amendment V, marked "Payment Schedule", incorporated herein and made by reference a part hereof.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 12/4/08
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to that Agreement for Services #269-S9911 on the dates indicated below.

— COUNTY OF EL DORADO —

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONSULTANT --

Dated: _____

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

By: _____

President
"Consultant"

By: _____
Corporate Secretary

Dated: _____

Exhibit "A"-Amendment V

Payment Schedule

County agrees to pay Consultant installments as follows:

SOFTWARE MAINTENANCE

Fees for Software Maintenance as defined in **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, not to exceed 112 licenses for a total of \$6,608.00

The annual fee for InterTrac for Healthcare server maintenance is \$850.00 per server. not to exceed 2 servers for a total of \$1,700.00

The total new liability under the terms of this Amendment is \$8,308.00.

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.