

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

This Amendment IV to that Agreement for Services #844 (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 Software as a Service (SAAS) licensed software and support, in accordance with Agreement for Services #844, dated April 18, 2017, Amendment I, dated April 16, 2019, and Amendment II dated May 21, 2019, and Amendment III dated March 17, 2020 incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend the County contact person and contact information, and the County Contract Administrator; and

WHEREAS, the parties hereto have mutually agreed to add the following service: Telehealth™ Subscription; and

WHEREAS, the parties hereto have mutually agreed to remove the following service: CareManager; and

WHEREAS, the parties hereto have mutually agreed to update the Netsmart Master Agreement for SAAS Licensed Software and Services Table of Contents and the Master Agreement Expenditures to reflect the aforementioned changes; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #844 shall be amended a fourth time as follows:

//

//

//

//

1) The Netsmart Master Agreement for SAAS Licensed Software contact information is amended in its entirety to read as follows, and shall be effective January 1, 2021:

By and Between	And
Netsmart Technologies, Inc. 4950 College Boulevard Overland Park KS 66121 ("Netsmart")	County of El Dorado Health and Human Services Agency 3057 Briw Road Placerville, CA 95667 ("Client" or "Subscriber") EIN: 94-6000511 Tax Exempt: No
Attention: Joseph McGovern, EVP Telephone No: (631) 968-2012 Email Address: jcmcgovern@ntst.com Notices to be sent to: Contracts_Notice@ntst.com	Attention: Ren Strong Telephone No: (530) 621-6321 Email Address: ren.strong@edcgov.us Notices to be sent to: hhsa-contracts@edcgov.us

2) The Netsmart Master Agreement for SAAS Licensed Software and Services Table of Contents is hereby amended in its entirety to read as follows, and shall be effective January, 1 2021:

Table of Contents	
Title	Description
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 (deletion effective 01/01/2021)
Attachment 3	OrderConnect EPCS Hard & Soft Token Setup Quote and Project Plan
Attachment 4	Telehealth™ Subscription Quote and Terms and Conditions (addition effective 01/01/2021)
Enterprise Training Program	Training Professional Services
BAA	Business Associate Agreement
NDA	Mutual Non-Disclosure Agreement

Except as herein amended, all other parts and sections of that Agreement #844 (447-S1711) shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Ren Strong
Ren Strong
Program Manager, Behavioral Health Division
Health and Human Services Agency

Dated: 12/1/2020

Requesting Department Head Concurrence:

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

Dated: 12-3-20

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to that Agreement for Services #844 (447-S1711) on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12/15/20

By: 
Vice-Chair Brian K. Neerking, Chair
John Hidahl Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 12/15/2020

-- CONTRACTOR --

NETSMART TECHNOLOGIES, INC.
(A DELAWARE CORPORATION)

By:  MS
Joseph McGovern
Executive Vice President
"Contractor"

Dated: 11/24/2020

lk



#447-S1711 / #844 Amendment IV

Master Agreement Expenditures

Master Agreement Expenditures	Qty	Unit Type	Monthly Rate	Term (Month)	Total Y1	Total Y2	Total Y3	Total Y4	Total Y5
Software									
Avatar Plexus Cloud SaaS		Named User/Mo	\$57.20	12	\$123,552.00	\$128,494.08	\$133,633.84	\$138,979.20	\$144,538.36
OrderConnect ePrescriber (Sub)	5	Named User/Mo	\$66.92	12	\$4,015.20	\$4,175.81	\$4,342.84	\$4,516.55	\$4,697.22
OrderConnect Non-Prescriber (Sub)	8	Named User/Mo	\$13.52	12	\$1,297.92	\$1,349.84	\$1,403.83	\$1,459.98	\$1,518.38
OrderConnect Base Fee (Sub)	1	Each/Mo	\$117.00	12	\$1,404.00	\$1,460.16	\$1,518.57	\$1,579.31	\$1,642.48
Diagnosis Content on Demand	1	Each/Mo	\$103.15	12	\$1,237.80	\$1,287.31	\$1,338.80	\$1,392.36	\$1,448.05
Two Party Escrow	1	Each/Mo	\$60.67	12	\$728.04	\$757.16	\$787.45	\$818.95	\$851.70
CareConnect Inbox	226	Named User/Mo	\$5.00	12	N/A	N/A	\$26,560.00	\$13,560.00	\$13,560.00
CareManager	750	Each/Mo	\$2.00	24	N/A	N/A	\$77,500.00	\$10,500.00	N/A
OrderConnect EPCS Hard & Soft Tokens	3	Named User/Mo	\$8.00	12	N/A	N/A	\$1,658.00	\$288.00	\$288.00
Telehealth™ Subscription	40	Named User/Mo	\$40.00	12	N/A	N/A	N/A	\$8,000.00	\$19,200.00
Enterprise Training	1	Each	N/A	N/A	N/A	N/A	\$7,000.00	N/A	N/A
Total					\$132,234.96	\$137,524.36	\$255,743.33	\$181,094.35	\$187,744.19



Support Services									
Avatar Electronic Signature (eSig) (Mnt)	1	Each/Mo	\$182.00	12	\$2,184.00	\$2,271.36	\$2,362.21	\$2,456.70	\$2,554.97
POS Scanning Powered by Perceptive (Mnt)	1	Each/Mo	\$173.33	12	\$2,079.96	\$2,163.16	\$2,249.68	\$2,339.67	\$2,433.26
Total					\$4,263.96	\$4,434.52	\$4,611.90	\$4,796.38	\$4,988.23
Travel*					\$5,000.00				
Pro-rated Rate for	\$	Each/Day		10(days)	\$3,739.70				
Total By Year					\$145,238.62	\$141,958.88	\$260,355.23	\$185,890.72	\$192,732.42

MAXIMUM \$926,200.00

* Travel Expenses: Reimbursement for travel, including, but not limited to, travel/transportation, meals, lodging, etc. necessary for the performance of services under this Agreement shall be in accordance with “Board of Supervisors Policy D-1,” which may be found in the Board of Supervisors Policy Manual: <http://www.edcgov.us/uploadedFiles/Government/BOS/Policies/D-1%20Travel%20Policy%20Amended%2012-13-16.pdf> and incorporated by reference herein, shall be requested in advance, and shall be authorized in writing by the Administrator as defined in the “Master Agreement Terms and Conditions under the Article titled “Administrator.””

Unless otherwise authorized under this Agreement, Contractor shall not increase the maximum not-to-exceed amount due from County under this Agreement for all Services and Deliverables during the term of this Agreement.

The initial term for provision of support services for Licensed Programs will begin on contract signing through May 31, 2017, with the following June 1, 2018 being the Anniversary date. Unless prices are shown above for renewal terms after the initial term, Contractor will give County not less than sixty (60) days written notice prior to any Anniversary date (as defined in the Agreement for services) of any revised schedule of support service prices. If prices for renewal terms are not fixed above, support service pricing will not be increased for any renewal term by more than 4%. All renewal terms are at the County’s option.

ATTACHMENT 4 - TeleHealth Quote/Terms & Conditions



Client #: 0004598
 Sales Order #: SO66039
 Quote #: 00159815
 Quote Date: 10/30/2020
 Quote Expiration: 12/31/2020

www.ntst.com

Presented to: Dwight Hall
 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 - TeleHealth Subscription

Non-Recurring Fees		Recurring Fees (First Year)	
Total Non-Recurring Fees	--	Software	\$19,200.00
		Total Recurring Fees	\$19,200.00
		Total Fees	\$19,200.00

Recurring Fees Detail

	Qty	Unit	Price	Term (mo)	Total (First Year)
Telehealth Solution					\$19,200.00
Software					
Telehealth (Sub)	40	NAMED USER/MO	\$40.00	12	\$19,200.00
				Total Fees	\$19,200.00



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, SaaS and subscription services are payable on the Execution 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.

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: _____
