

AGREEMENT FOR SERVICES 465-S1211
AMENDMENT I

This Amendment I to that Agreement for Services 465-S1211, 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 New York corporation duly qualified to conduct business in the State of California, whose principal place of business is 3500 Sunrise Highway, Suite D122, Great River, New York 11739 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to furnish, develop, implement, and provide ongoing support for, a Behavioral Health Information System specific to the County of El Dorado in accordance with Agreement for Services 465-S1211, dated May 22, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to add Avatar electronic Signature ("eSIG") to the existing Agreement 465-S1211, hereby amending Article XIII, "Compensation for Services," Section 13.04 and Section 13.05, and amending and replacing "Exhibit A – Deliverables, Work Plan & Key Staff."

NOW THEREFORE, the parties do hereby agree that Agreement for Services 465-S1211 shall be amended a First time as follows:

- 1) ARTICLE XIII, Section 13.04 shall be amended in its entirety to read as follows:

Section 13.04 Fees and Charges

Payment for Services and Deliverables are conditioned on written Final Acceptance by the County Project Manager of the deliverables and services set forth in this section, said Final Acceptance in accordance with Section 5.06.

The Deliverables, Services, Fees, and Charges for which invoices may be rendered are as follows:

Milestones	Type	Monthly Rate	Rate Discounted by 10% for 5-year term	Total for 5-year term
Setup of a separate El Dorado SaaS Environment and Data Transfer	Deliverable			\$20,000.00
Escrow Agreement (per Exhibit E) @\$700 x 5 years	Service			\$3,500.00
Avatar Upgrades System to My Avatar: Fiscal, Project Management, Clinical, and Clinical Work Station modules.	Service			\$21,600.00
Configuration assistance				

Milestones	Type	Monthly Rate	Rate Discounted by 10% for 5-year term	Total for 5-year term
· Training				
· Trouble Shooting				
Modeling / Table Training	Service			\$15,800.00
Go-Live Support	Service			\$6,400.00
Point Of Service Installation / Training	Service			\$1,800.00
Info Scriber (E-Prescription) Installation / Training	Service			\$4,900.00
Project Management of 12.5 days at \$1,800 per day	Service			\$22,500.00
Total				\$96,500.00
Licenses				
150 Named SaaS Users @ \$55/month		\$8,250.00		\$495,000.00
Total				\$495,000.00
Info Scriber Users (3rd party vendor)				
Licenses				
Annual Base Fee			\$1,350.00	\$6,750.00
Named Users (7)		\$500.50	\$5,405.40	\$27,027.00
Non-prescribing Users (13)		\$169.00	\$1,825.20	\$9,126.00
Total			\$8,580.60	\$42,903.00
Licenses				
Point of Service Scanning License	One Time Cost			\$7,500.00
Total				\$7,500.00
Annual Maintenance				
POS Annual Support Fee per Year			\$2,000.00	\$10,000.00
Total				\$10,000.00
Avatar electronic Signature (eSIG)				
One (1) eSIG License				\$0.00
eSIG Annual Maintenance (\$2,100.00 per year x 5 years)				10,500.00
eSIG Project Management (8 hours)				1,800.00
Total				\$12,300.00
Travel				
				\$9,800.00
MAXIMUM NOT TO EXCEED AMOUNT				\$674,003.00

*Note: Monthly rates listed are for reference only and do not reflect discount of ten percent (10%) in consideration of a five (5) year term to this Agreement.

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 December 31, 2012, with the following January 1, 2013 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 the most recent increase in the US Bureau of labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Medical Care, or 4%, whichever is higher. All renewal terms are at the County's option.

County shall pay Contractor for each service or deliverable as described herein subject to County's receipt of the correct invoice, County's exercise of remedies set forth in this Agreement and Contractor's performance of its obligations in accordance with the Work Plan in Exhibit A.

2) ARTICLE XIII, Section 13.05 shall be amended in its entirety to read as follows:

Section 13.05 Contractor Expenses

County shall pay Contractor's reasonable out-of-pocket travel expenses in accordance with Exhibit G – Board of Supervisors Policy D-1, which shall be pre-approved in writing and which are incurred in connection with providing the Services, within thirty (30) days of receipt of such an invoice for such expenses incurred in the previous month. However, Contractor shall be responsible for payment of all expenses related to salaries, benefits, employment taxes, insurance, for its Staff. Travel associated with the performance of services under this Agreement shall be in accordance with Exhibit G – Board of Supervisors Policy D-1, attached hereto and incorporated by reference herein, and shall not exceed the amount identified as "Travel" in Section 13.04.

3) "Exhibit A – Deliverables, Work Plan & Key Staff" shall be amended and replaced in its entirety by "Exhibit A (Amendment I) – Deliverables, Work Plan & Key Staff," attached hereto and incorporated by reference herein.

Except as herein amended, all other parts and sections of that Agreement 465-S1211 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:


By: Joan Meis Wilson Dated: 10/15/12
Joan Meis Wilson, Assistant Director, Health Services Department
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:


By:  Dated: 10-17-2012
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 465-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --


Dated: 12/4/12
By: 
John R. Knight, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrism, Clerk
of the Board of Supervisors

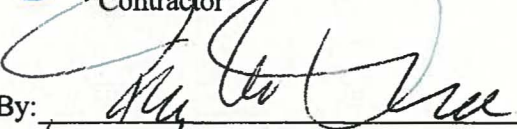
By:  Dated: 12/4/12
Deputy Clerk

-- CONTRACTOR --

NETSMART TECHNOLOGIES, INC.

By: 
Joseph McGovern, Executive Vice President
"Contractor"

Dated: 10-22-2012

By: 
Corporate Secretary

Dated: 10-22-2012

Ass: f
kgi

Exhibit A (Amendment I) – Deliverables, Work Plan & Key Staff

1. CRITICAL EVENTS AND DELIVERABLES

- Setup of a separate El Dorado SaaS Environment and Production Data Transfer
- MY Avatar Upgrade
- CWS Modeling and Table/File Training
- CWS Go LIVE Support
- Point of Service Install and Training
- Info Scriber Install and Training (3rd Party Software)
- Avatar electronic Signature Install and Training
- System Documentation (Listed Below)

2. PRELIMINARY WORK PLAN

Task	Work	Duration	Start Date	End Date	Netsmart
Project Start Date			4/1/2012*	11/01/2012	
Phase I: El Dorado SaaS Environment and Production Data Transfer					
Setup of a separate El Dorado SaaS Environment/Production Data Transfer	65 days	65 days	4/1/2012	6/4/2012	
Phase 2: My Avatar					
My Avatar Upgrade, Training, Configuration Assistance and Trouble Shooting	12 days	61 days	4/1/2012	6/1/2012	
Phase 3: CWS					
CWS Project Management	8.5 Days	210 Days	4/1/2012	10/31/2012	
CWS Modeling Training	5 Days	5 Days	4/9/2012	4/13/2012	
CWS Table/File Training	5 Days	5 Days	4/16/2012	4/20/2012	
CWS GO LIVE Support	4 Days	31 Days	10/1/2012	10/31/2012	
Phase 3: Point of Service (POS)					
Point of Service (POS) Installation and Training	1 Day	1 Day	7/2/2012	7/2/2012	

Exhibit A (Amendment I) – Deliverables, Work Plan & Key Staff

Phase 4: InfoScriber					
InfoScriber Installation	1 Day	1 Day	7/9/2012	7/9/2012	
InfoScriber Training	2 Days	2 Days	7/10/2012	7/13/2012	

Phase 5: Avatar electronic Signature (eSIG)					
eSIG Installation	1 Day	1 Day	10/1/12	10/1/12	
eSIG Training	2 Days	2 Days	10/2/12	10/4/12	

*dates are based on an assumed start date of April 1, 2012; actual work plan start date is dependent on final execution of Agreement.

3. **CONTRACTOR KEY STAFF**

Conversion	Upgrade
-------------------	----------------

Clinical Work Station	Info Scriber
------------------------------	---------------------

Point of Service

Avatar electronic Signature

4. **DOCUMENTATION TO BE PROVIDED BY CONTRACTOR**

- MY Avatar Training Manual
- My Avatar End User Guide for PM and CWS
- CWS Modeling, Table, and File Training Manual
- InfoScriber Manual
- POS Manual
- Avatar electronic Signature (eSIG) Manual