

AGREEMENT FOR SERVICES 465-S1211  
AMENDMENT III  
Behavioral Health Information System / Avatar™ Software

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This Amendment III to that Agreement for Services 465-S1211, is 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 Blvd., Overland Park, KS 66211 (hereinafter referred to as “Contractor”), and whose Agent for Service is C T Corporation System, 818 West Seventh Street, 2<sup>nd</sup> Floor, Los Angeles, CA 90017.

**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, Amendment I dated December 4, 2012, and Amendment II dated April 28, 2015, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to add thirty (30) additional named user licenses hereby amending Article XIII – Compensation for Services, Section 13.04; and

**WHEREAS**, the parties hereto agree to replace all instances of the wording POS Scanning with POS Powered by Perceptive Software to reflect the latest version of software; and

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

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	Effective upon Execution of :	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	Original Agreement	Deliverable			\$20,000.00
Escrow Agreement (per Exhibit E) @\$700 x 5 years	Original Agreement	Service			\$3,500.00
Avatar Upgrades System to My Avatar: Fiscal, Project Management, Clinical and Clinical Workstation Modules	Original Agreement	Service			\$21,600.00
Configuration assistance	Original Agreement				
Training	Original Agreement				
Troubleshooting	Original Agreement				
Modeling/Table Training	Original Agreement	Service			\$15,800.00
Go-Live Support	Original Agreement	Service			\$6,400.00
Point of Service Installation/Training	Original Agreement	Service			\$1,800.00
Info Scriber (E-Prescription) Installation / Training	Original Agreement	Service			\$4,900.00
Project Management of 12.5 days at \$1,800 per day	Original Agreement	Service			\$22,500.00
<b>Total</b>					<b>\$96,500.00</b>
<b>Licenses</b>					
150 Named SaaS Users @\$55/month	Original Agreement		\$8,250.00		\$495,000.00
Avatar RADplus (Lic)	Amendment III				\$0.00
30 Named Avatar Plexus Cloud SaaS @\$55/month	Amendment III		\$1,650.00		\$19,800.00
<b>Total</b>					<b>\$514,800.00</b>
<b>Info Scriber Users (3rd party vendor)</b>					
Licenses	Original Agreement				
Annual Base Fee	Original Agreement			\$1,350.00	\$6,750.00
Named users (7)	Original Agreement		\$500.50	\$5,405.40	\$27,027.00
Non-prescribing Users (13)	Original Agreement		\$169.00	\$1,825.20	\$9,126.00
<b>Total</b>					<b>\$42,903.00</b>
<b>Point of Service Scanning Powered by Perceptive Software License*</b>					
<b>Licenses</b>					
Point of Service Scanning Powered by Perceptive Software License	Original Agreement	One-time Cost			\$7,500.00
<b>Annual Maintenance</b>					
Point of Service (POS) Annual Support Fee Per Year	Original Agreement			\$2,000.00	\$10,000.00
Perceptive Software (No cost for the software, license, installation, or for the maintenance)	Amendment II	County to install	No cost	No cost	\$0.00
<b>Total</b>					<b>\$17,500.00</b>
<b>Avatar Electronic Signature (eSIG)</b>					
One (1) eSIG License	Amendment I				\$0.00
eSIG Annual Maintenance (\$2,100 per year x 5 years)	Amendment I				\$10,500.00
eSIG Project Management (8 hours)	Amendment I				\$1,800.00
<b>Total</b>					<b>\$12,300.00</b>
<b>Diagnosis Content on Demand</b>					
Professional fees for upgrading Avatar with ICD-10 and DSM-5 (\$200/hour for 60 hours)	Amendment II	One-time Cost			\$12,000.00
Diagnosis Content on Demand Subscription (beginning upon installation of ICD-10 and DSM-5 upgrades)	Amendment II		80	\$960.00	\$1,920.00
Diagnosis Content on Demand Subscription (additional 6 named users have access to DSM content on demand) for 12 months	Amendment III			\$15.98	\$191.76
<b>Total</b>					<b>\$14,111.76</b>
Travel	Original Agreement				\$9,800.00
<b>Total</b>					<b>\$9,800.00</b>
<b>MAXIMUM OBLIGATION</b>					<b>\$707,914.76</b>

\*changed name of software from "Point of Service Scanning" to "Point of Service Scanning Powered by Perceptive Software" effective Amendment III.

\*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.

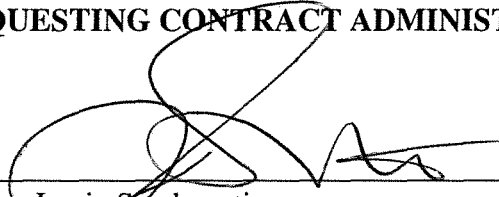
Unless otherwise authorized under this Agreement, Contractor shall not increase the maximum not-to-exceed amount due from County under this Agreement for all Services and Deliverables during the term of this Agreement.

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.

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:  \_\_\_\_\_ Dated: 8/31/14  
Jamie Samboceti  
Deputy Director of Health Services  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  \_\_\_\_\_ Dated: 9/1/16  
Patricia Charles-Heathers, Ph. D.,  
Director  
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ron Mikulaco, Chair  
Board of Supervisors  
"County"

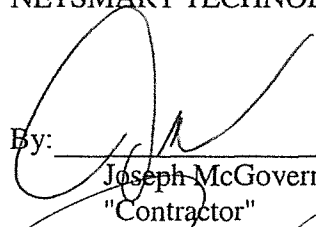
ATTEST:  
Jim Mitrisin, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

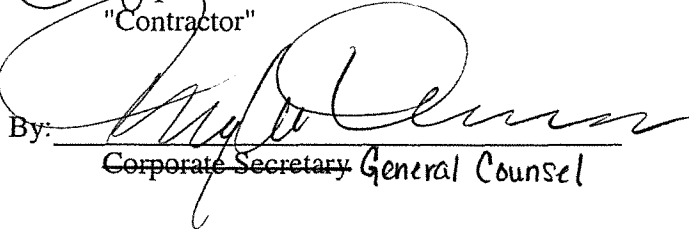
Dated: \_\_\_\_\_

-- CONTRACTOR --

NETSMART TECHNOLOGIES, INC.

By:  \_\_\_\_\_  
Joseph McGovern, Executive Vice President  
"Contractor"

Dated: 11/1/2016

By:  \_\_\_\_\_  
~~Corporate Secretary~~ General Counsel

Dated: 11/1/2016

jla