

**AGREEMENT FOR SERVICES #844 (447-S1711)**  
**AMENDMENT III**

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**This Amendment III** 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, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to add the following training service: Enterprise Training Program; and

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

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #844 shall be amended a Third 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
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: \_\_\_\_\_  
 Jaime Samboceti, MA, MFT  
 Deputy Director, Behavioral Health Division  
 Health and Human Services Agency

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

**Requesting Department Head Concurrence:**

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

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

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

**-- COUNTY OF EL DORADO --**

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

By: \_\_\_\_\_

Brian Veerkamp, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy Clerk

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

**-- CONTRACTOR --**

NETSMART TECHNOLOGIES, INC.  
(A DELAWARE CORPORATION)

By: \_\_\_\_\_

Joseph McGovern  
Executive Vice President  
"Contractor"

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



#447-S1711 / #844 Amendment III

Master Agreement Expenditures

Master Agreement Expenditures	Qty	Unit Type	Monthly Rate	Term (Month)	Total Y1	Total Y2	Total Y3	Total Y4	Total Y5
<b>Software</b>									
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	\$18,000.00	\$18,000.00
OrderConnect EPCS Hard & Soft Tokens	3	Named User/Mo	\$8.00	12	N/A	N/A	\$1,658.00	\$288.00	\$288.00
Enterprise Training	1	Each	N/A	N/A	N/A	N/A	\$7,000.00	N/A	N/A
<b>Total</b>					<b>\$132,234.96</b>	<b>\$137,524.36</b>	<b>\$255,743.33</b>	<b>\$180,594.35</b>	<b>\$186,544.19</b>



<b>Support Services</b>									
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
<b>Total</b>					<b>\$4,263.96</b>	<b>\$4,434.52</b>	<b>\$4,611.90</b>	<b>\$4,796.38</b>	<b>\$4,988.23</b>
Travel*					\$5,000.00				
Pro-rated Rate for	\$	Each/Day		10(days)	\$3,739.70				
<b>Total By Year</b>					<b>\$145,238.62</b>	<b>\$141,958.88</b>	<b>\$260,355.23</b>	<b>\$185,390.73</b>	<b>\$191,532.42</b>

**MAXIMUM**

**\$924,500.00**

\* 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.