

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

This Amendment V 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, Amendment III dated March 17, 2020, and Amendment IV dated December 15, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Master Agreement 844 that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

WHEREAS, the parties hereto have mutually agreed to retroactively add the following service: myLearningPointe; and

WHEREAS, the parties hereto have mutually agreed to remove the following service: Telehealth™ Subscription; 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 fifth time as follows:

1) The Netsmart Master Agreement for SAAS Licensed Software and Services Table of Contents is hereby amended in its entirety to read as follows:

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 (deleted in AMD IV)
Attachment 3	OrderConnect EPCS Hard & Soft Token Setup Quote and Project Plan
Attachment 4	Telehealth™ Subscription Quote and Terms and Conditions (deletion effective 01/01/2022)
Attachment 5	myLearningPointe (retroactive addition effective 10/01/2020)
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
 Program Manager, Behavioral Health Division

Dated: _____

Requesting Department Head Concurrence:

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

Dated: _____

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

John Hidahl, 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: _____

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#447-S1711 / #844 Amendment V

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	\$ 11,200
Enterprise Training	1	Each	N/A	N/A	N/A	N/A	\$7,000.00	N/A	N/A
MyLearningPointe	150	Named User/Mo	N/A	24	N/A	N/A	N/A	\$4,500	\$6,750
Total					\$132,234.96	\$137,524.36	\$255,743.33	\$185,594.35	\$186,494.19



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	\$190,390.72	\$191,482.42

MAXIMUM OBLIGATION

\$929,450.00

* 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.

QUOTE
El Dorado - MLP

<p>By and Between</p> <p>Netsmart Technologies, Inc.</p> <p>11100 Nall Avenue Overland Park, KS 66211 ("Netsmart")</p>	<p>And</p> <p>El Dorado County Mental Health Dept. Client Account Number: 0004598 Health & Human Services Agency 3057 Briw Rd Suite B Placerville, CA 95667 ("Client or Subscriber") ("Client")</p>
<p>Attention: Madison Shook, Client Alignment Representative, Public Sector</p> <p>Telephone No: (913) 272-2488 mshook@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com</p>	<p>Attention: Lisa Rodriguez, Dept. Systems Analyst</p> <p>Telephone No: (530) 642-4810 lisa.rodriguez@edcgov.us Legal notices to be sent to (if different):</p>

Client
<p>_____</p> <p>(PRINTED NAME)</p> <p>_____</p> <p>TITLE</p> <p>_____</p> <p>DATE</p>

Schedule 1 – Scope of Use, Fees and Payment Terms

RECURRING CHARGES:

Subscription				
<u>Product</u>	<u>Term</u>	<u>QTY</u>	<u>Unit</u>	<u>Year 1 Fees</u>
myLearningPointe - LMS Premier Named User	24	150	NAMDUSR/MO	\$6,750.00
Sub-Total				\$6,750.00

Notes:

The recurring fee amount represents the full annual recurring fee at the contracted rates herein. The recurring fees paid during year one may vary based on proration described in the payment terms and product-specific term start dates identified within this purchase agreement.

All annual recurring fees are subject to the annual increase set forth in the Agreement.

This Quote sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client and is subject to and incorporates the terms of the Master Agreement dated 04-18-2017 (the “Agreement”).

Netsmart is not a distributor for the AMA CPT Licenses. Client is required by the AMA to license and pay all applicable fees for the right to use the AMA CPT codes.

Payment Terms: All payment for the products and/or services included on this quote will be due according to the following payment schedule and terms:

- a. Subscriptions
Year 1 payment, due at Project Kickoff, will be pro-rated to 06-30. Subsequent years will be due annually in advance on the anniversary of that date.

myLearningPointe TERMS

DEFINITIONS As used herein, the terms set forth below shall have the following respective meanings:

a. **Confidential Information** means all technical, financial and other information that is disclosed by either party to the other, whether orally or in writing, any disputes, status reports, scheduling updates, workflows, forms, reporting, the terms of this Agreement, pricing, Services, Work Product, Data, Documentation, all non-public information related to Netsmart products, services and methodologies.