

AMENDMENT-4 TO AGREEMENT A-11182

This Amendment No. 4 to Agreement A-11182 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Netsmart New York, Inc., (hereinafter referred to as CONTRACTOR).

Agreement A-11182 is amended as follows:

1. Exhibit K is replaced with Amendment-4 to EXHIBIT K. All references in the Agreement to Exhibit K shall be construed to refer to Amendment-4 to Exhibit K.
2. PAYMENTS BY COUNTY, COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT K, subject to the limitations set forth in this Amendment No. 4 to Agreement A-11182. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$3,852,195.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-11182 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 10, 2008.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to Agreement A-11182.

<p>COUNTY OF MONTEREY</p>	<p>CONTRACTOR</p> <p>Netsmart Technologies Inc.</p>
<p><i>Contracts/Purchasing Officer</i></p>	<p><i>Business Name</i></p>
<p>Dated</p> <p>APPROVED AS TO LEGAL FORM</p> <p><i>AB</i></p>	<p>By <i>[Signature]</i></p> <p><i>(Signature of Chair, President or Vice President)*</i></p> <p>JOSEPH MCGOVERN EVP</p>
<p><i>County Counsel</i></p> <p>Dated June 19, 2014</p>	<p><i>Name and Title</i></p> <p>Dated 5-21-2014</p>
<p>APPROVED AS TO FISCAL PROVISIONS</p> <p><i>[Signature]</i></p>	<p>By <i>[Signature]</i></p> <p><i>(Signature of Secretary, Assistant Secretary, CFO, or Assistant Treasurer)*</i></p>
<p><i>Auditor/Controller</i></p> <p>Dated 6/13/14</p>	<p><i>Name and Title</i></p> <p>Timothy M. Donovan Asst Sec'y</p>
<p>APPROVED AS TO INSURANCE AND LIABILITY PROVISIONS</p>	<p>Dated May 21, 2014</p>
<p><i>Risk Management</i></p> <p>Dated</p>	
<p>APPROVED AS TO CONTENT</p> <p><i>[Signature]</i></p>	
<p><i>Behavioral Health Director</i></p> <p>Dated 6/16/14</p>	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement

AMENDMENT-4 to EXHIBIT K

PAYMENT SCHEDULE & SERVICE SCHEDULE

1. Due Date: June 30, 2008.

The following items will be paid in one lump sum prior to the date identified. All costs are identified in the Service Schedule following this Payment Schedule.

RADplus named-user licenses	\$512,000
Avatar Cal-PM	\$20,000
Avatar Clinician Workstation (CWS)	\$20,000
Avatar Managed Services Organization (MSO)	\$20,000
Intersystems Cache Database	\$187,600
Cache Shadow Database	\$47,000
Server Hardware (per Exhibit)	\$27,080
TOTAL PAYABLE BY JUNE 30, 2008	\$833,680

2. Due Date: No later than September 30, 2008.

The following items will be paid out between July 1, 2008 and September 30, 2008. The total cost will be pro-rated over the 3 month period or billed as incurred during that period.

Signature Pads	\$5,600
Avatar Incident Tracking	\$5,000
Electronic Signature Software	\$20,000
Avatar Middleware	\$35,000
HL7 interfaces	\$69,400
Executive Reporting System (ERS)	\$100,000
Addition Severity Index (ASI)	\$15,000
TOTAL PAYABLE	\$250,000

3. Due Date: On or after October 1, 2008.

For the remainder of the term of this AGREEMENT, all installation services (not to exceed the amount specified in this AGREEMENT), shall be billed monthly as incurred. All travel expenses must conform to the Monterey County Travel Policy referenced in Exhibit P.

Document Management POS Scanning	\$15,000
Document Management BATCH Scanning	\$13,000
Document Management Application Program Interface (API)	\$20,600
Total Billed as Installed Items	\$48,600

4. Amendment Due Date: For software license purchased, the fee is due upon delivery of the software and/or installation of the software if applicable. For Professional Services, the fee will be on an as incurred basis to be invoiced monthly.

For the remainder of the term of this AGREEMENT, all installation and training services as noted in the tables below (not to exceed the amount specified in this AGREEMENT), shall be billed monthly as incurred.

Netsmart Delivered Installation and Development Services

DESCRIPTION	HOURS DELIVERED	RATE	TOTAL
Project Executive	48	\$250	\$12,000
Installation of all core Avatar modules	24	\$200	\$4,800
RADplus Project Management Fees	40	\$225	\$9,000
Avatar Cal-PM Project Management Fees	240	\$225	\$54,000
Avatar CWS Project Management Fees	160	\$225	\$36,000
Avatar MSO Project Management Fees	200	\$225	\$45,000
Executive Reporting System Project Management Fees	24	\$225	\$5,400
ASI Project Management	4	\$225	\$900
Avatar Cal-PM file build, go-live support	104	\$200	\$20,800
Avatar CWS file build, go-live support	72	\$200	\$14,400
Avatar MSO file build, go-live support	72	\$200	\$14,400
HL7 Project Management (based on two HL7 interfaces)***	16	\$225	\$3,600
HL7 Third-party vendor coordination (recommended)***	40	\$250	\$10,000
HL7 specification, spec. sign-off, configuration, installation, QA***	72	\$200	\$14,400
ECP Hardware platform installation – based on two servers	40	\$200	\$8,000
Executive Reporting System configuration/set-up	16	\$200	\$3,200
Executive Reporting System – database consulting (recommended)	24	\$200	\$4,800
Document Management Professional Services – includes 2.5 days training, 2 days consulting, installation	72	\$225	\$16,200
Standard Data Conversion/System Migration Costs (units in hours) – please refer to Netsmart standard conversion specifications	160	\$200	\$32,000
RADplus System Configuration & Crystal Reports configuration	100	\$188	\$18,800
Contingency Services (to be billed at the actual rate for the service provided)	120	\$200	\$24,000
Lab Integration	120	\$200	\$24,000
Middleware Implementation	48	\$200	\$9,600
Estimated Travel Expenses			\$35,000
Total Installation Cost (including conversion/migration services)			\$420,300

DESCRIPTION	HOURS DELIVERED	RATE	TOTAL
QuickStart Training – Avatar Cal-PM	24	\$200	\$4,800
QuickStart Training – Avatar CWS	24	\$200	\$4,800
QuickStart Training – Avatar MSO	24	\$200	\$4,800
Train the Trainer – RADplus (units in hours)	48	\$200	\$9,600
Train the Trainer – Avatar Cal-Practice Management (units in days)	80	\$200	\$16,000
Train the Trainer – Avatar CWS (units in hours)	56	\$200	\$11,200
Train the Trainer – Avatar MSO (units in hours)	40	\$200	\$8,000
SQL Training with Crystal Reports	24	\$200	\$4,800
Avatar Cal-PM – End-user training support, registry setting training and Medical Necessity/Billing set-up training	40	\$200	\$8,000
Avatar CWS – End-user training support	24	\$200	\$4,800
Avatar MSO - End-user training support	24	\$200	\$4,800
ASI Train the Trainer	4	\$200	\$800
InfoScriber Professional Services (units in hours)	16	\$156.25	\$2,500
Estimated Travel Expenses			\$25,000
Training Cost per Day		\$1,600	
Total Cost of Training (Not to Exceed)			\$109,900

***Indicates Development Services Listed in Exhibit D

Netsmart Delivered Training at County Locations

Total Project Cost

TOTAL PROJECT COST (Not including annual maintenance fees, or year on and ongoing subscription fees)	\$1,662,480
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- Annual Fees: Paid on an Annual Basis.** The first year will be billed as a prorated amount through the end of the year and at the beginning of the next fiscal year, maintenance for all groups will be bundles to total one annual maintenance fee, payable annually in advance on the first day of the fiscal year.

Annual Fee Schedule & New Software Purchase July 1, 2011-June 30, 2014

Item Description	Annual Fees
Support - Cache	\$43,869.90
Support - Cache Shadow Database	\$10,991.38
RADplus Named User Maintenance	\$218,709.06
Avatar PM Maintenance	\$4,464.60
Avatar CWS Maintenance	\$4,464.60
Avatar MSO Maintenance	\$4,464.60
Avatar Incident Tracking Maintenance	\$1,116.41
Avatar Electronic Signature Maintenance	\$4,464.60
Avatar Data Warehouse MW	\$7,812.80
Avatar ASI Maintenance	\$3,348.20
Avatar POS Scanning Maintenance	\$4,251.81
Meaningful Use Annual Maintenance	\$8,031
Meaningful Use Annual Usage Fees	\$31,810
InfoScriber - Prescribers Fee	\$10,778.58
InfoScriber - Prescribers Fee	\$1,594.43
Total Annual Fees	\$360,172
New Hardware and Software	
Meaningful Use Fees	Total Cost
Meaningful Use Hardware	\$28,909
Meaningful Use Software	\$24,745
Meaningful Use Professional Services	\$38,100
Total New Hardware and Software	\$91,754.00
FY 11-12 Maximum Annual Amount	\$451,926

*For a summary of expenditures of the Meaningful Use hardware, software and fees, see the next two pages of Exhibit K.

Exhibit K-Meaningful Use Licensed Programs subject to Annual Usage Fees

The following is a list of new Licensed Programs that are subject to an annual usage fee in lieu of a one-time license fee:

Lab Results	\$ 8,000
Meaningful Use – Quality Measures*	\$ 1,500
Meaningful Use – Immunization*	\$ 1,500
Meaningful Use – Syndromic Surveillance*	\$ 1,500
Order Connect – per Eligible Professional (15)	\$ 9,360
Order Connect – per Agent (10)	\$ 1,200
ConsumerConnect portal connector**	\$ 25,000
Annual ConsumerConnect (discount)	\$(16,250)-
Annual Usage Fee Totals	\$ 31,810

* Annual fees to increase 5% per year for term of amendment.

Annual fees are paid on an annual basis. The first year will be billed as a prorated amount through the end of the fiscal year. At the beginning of the next fiscal year, all Annual Fees will be bundled into one annual amount. The amount will be paid annually in advance of the first day of the fiscal year. Annual fees increase 5% per year starting in year Two (2).

NetSMART, Third Party, and Hardware Deliverables, Units, Price and Annual Fees (Amendment-1)

<u>Product/Service</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total</u>	<u>Annual Maintenance Support</u>	<u>Payment Terms</u>
RADplus named-user licenses	\$800*	100	\$80,000	\$16,000	License and annual maintenance and support fees due upon software installation

* Pricing is based on receipt of signed contract amendment by 9/30/2009.

Customer may submit a Purchase Order to NetSMART. We agree, however, that if a purchase order or other confirmation is submitted and accepted by NetSMART, this is being done solely to accommodate Customer and its internal control and accounting purposes. The obligations of the parties to the Agreement will be defined as provided by that Agreement and this Amendment-1.

Netsmart, Third Party, and Hardware Deliverables, Units, Price and Annual Fees (Amendment-2)

<u>Product/Service</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>Total</u>	<u>Annual Maintenance Support</u>	<u>Payment Terms</u>
RADplus named-user licenses	\$1,600	250	\$400,000	\$84,000	
Special one-time discount valid through 12/31/2010			<\$200,000*>		
TOTAL			\$200,000	\$84,000	License and annual maintenance and support fees due upon software installation

* Pricing is based on receipt of signed contract amendment by 12/29/2010. Commitment to pay fees is irrevocable other than for non-approval by the Board; licenses to be delivered in 2010.

Customer may submit a Purchase Order to Netsmart. We agree, however, that if a purchase order or other confirmation is submitted and accepted by Netsmart, this is being done solely to accommodate Customer and its internal control and accounting purposes. The obligations of the parties to the Agreement will be defined as provided by that Agreement and this Amendment-2.

Meaningful Use Licensed Programs subject to Annual Usage Fees

The following is a list of new Licensed Programs that are subject to an annual usage fee in lieu of a one-time license fee:

Lab Results	\$ 8,000
Meaningful Use – Quality Measures*	\$ 1,500
Meaningful Use – Immunization*	\$ 1,500
Meaningful Use – Syndromic Surveillance*	\$ 1,500
Order Connect – per Eligible Professional (15)	\$ 9,360
Order Connect – per Agent (10)	\$ 1,200
ConsumerConnect portal connector**	\$ 25,000
Annual ConsumerConnect (discount)	\$(16,250)
Annual Usage Fee Totals	\$ 31,810

* Annual fees to increase 5% per year for term of amendment.

Annual fees are paid on an annual basis. The first year will be billed as a prorated amount through the end of the fiscal year. At the beginning of the next fiscal year, all Annual Fees will be bundled into one annual amount. The amount will be paid annually in advance of the first day of the fiscal year. Annual fees increase 5% per year starting in year Two (2).

NetSMART, Third Party, Hardware/Software Deliverables, Price and Annual Fees (Amendment-3)

<u>Product/Service</u>	<u>Total</u>	<u>First Year Annual Maintenance Support</u>	<u>First Year Annual Usage Fee</u>	<u>Payment Terms</u>
Hardware	\$28,909	N/A		hardware fees due upon installation
Meaningful Use Software	\$24,745	\$8,031	\$31,810	Meaningful Use software fees due upon software installation
Meaningful Use Professional Services	\$38,100	N/A		Professional fees due as incurred
TOTAL	\$91,754	\$8,031	\$31,810	

Commitment to pay fees is irrevocable other than for non-approval by the Board; licenses to be delivered in 2011.

Customer may submit a Purchase Order to NetSMART. We agree, however, that if a purchase order or other confirmation is submitted and accepted by NetSMART, this is being done solely to accommodate Customer and its internal control and accounting purposes. The obligations of the parties to the Agreement will be defined as provided by that Agreement and this Amendment-3.

Netsmart, Third Party, Hardware/Software Deliverables, Price and Annual Fees (Amendment-4)

<u>Product/Service</u>	<u>Total</u>	<u>Description</u>
Meaningful Use Hardware	\$2,000	Hardware Server installation
Consumer Connect Fees	\$23,210	Years 1-3 Subscription Fees
Care Connect-IM	\$3,979	Years 1-3 Immunization Subscription Fees
Care Connect-Services	\$5,000	Set-up Fees
Care Connect-ON2	\$21,220	Years 1-3 Lab Results Subscription Fees
Order Connect Fees	\$34,008	Years 1-3 Subscription Fees and Set-up Fees
Care Connect-QM	\$3,979	Years 1-3 Quality Measures Subscription Fees
Care Connect-SS	\$3,979	Years 1-3 Syndromatic Surveillance Subscription Fees
TOTAL	\$97,375	License and annual maintenance and support fees due upon software installation

Customer may submit a Purchase Order to Netsmart. We agree, however, that if a purchase order or other confirmation is submitted and accepted by Netsmart, this is being done solely to accommodate Customer and its internal control and accounting purposes. The obligations of the parties to the Agreement will be defined as provided by that Agreement and this Amendment-4.