

**THIRD AMENDMENT
(BOS AGREEMENT NO. ____ - ____)**

This Third Amendment to Agreement No. 18-210 (“Third Amendment”) is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California (“County”), and NetSmart Technologies, Inc. a Delaware corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

WHEREAS, on or about September 25, 2018, the Parties entered into Agreement No. 18-210 (“Agreement”); and

WHEREAS, on or about June 2, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about June 29, 2021, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about December 23, 2021, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph 6.0(c)** to extend the term of the Agreement through June 30, 2023; and
2. Revise **Section 21.0** to update contact information; and
3. Revise **Schedules A and B** to reflect the current term of the Agreement and add funding in the amount of \$549,431.20 for a new contract maximum of \$2,152,029.02 as follows:
 - a. Committed Funding (Schedule A):
 - i. Increase funding in the amount of \$453.60 for Fiscal Year (FY) 2021-22; and
 - ii. Increase funding in the amount of \$448,557.76 for FY 2022-23; and
 - b. Discretionary Funding (Schedule B):
 - i. Increase funding in the amount of \$100,419.84 for FY 2022-23; and
4. Revise **Schedule D** to update County contact.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraph 6.0(c)** of the Agreement is hereby amended to read as follows:

(c) The initial term, during which contractor shall provide implementation, maintenance and support services for the system as described in the Agreement and attached schedules, shall commence on October 1, 2018 through June 30, 2023.

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2. **Section 21.0.** of the Agreement is hereby amended to read as follows:

21.0	NOTICES
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Notices required to be given to the respective parties under this Agreement shall be deemed given by any of the following means: (1) when personally delivered to the YOLO County Behavioral Health Director or to Contractor’s responsible officer; (2) when personally delivered to the party’s principal place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by fax machine to the other party, at the party’s fax number specified pursuant to this Agreement, provided that the party giving notice by fax must promptly confirm receipt of the fax by telephone to the receiving party’s office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Attn: HHSa Director
Yolo County HHSa
137 N. Cottonwood St.
Woodland, CA 95695
Mila.Green@yolocounty.org

TO THE CONTRACTOR:

Attn: Corporate Counsel
Netsmart Technologies, Inc.
4950 College Blvd.
Overland Park, Kansas 66212
Contract_Notices@ntst.com

Tel. No.: (800) 421-7503
Fax No.: (631) 968-2123

3. **Schedules A and B** of the Agreement are hereby amended to read as attached.
4. **Schedule D** of the Agreement is hereby amended to read as attached.
5. Any and all attachments to this Third Amendment are incorporated herein by this reference.
6. Except as specifically amended by this Third Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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IN WITNESS WHEREOF the Parties have executed this Third Amendment as of the day and year last set forth below.

CONTRACTOR

By  _____
Joseph McGovern, ~~XXX~~ EVP
NetSmart Technologies, Inc.

Date: 5/10/2022

COUNTY OF YOLO

By _____
Angel Barajas, Chair
Board of Supervisors

Date: _____

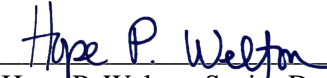


Nolan Sullivan, Interim Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By:  _____
Hope P. Welton, Senior Deputy

Schedule A - Charges and Payment Terms for Committed Funds

The total maximum amount of this Agreement shall not exceed **\$2,152,029.02** for the service period of **October 1, 2018 through June 30, 2023** per the budget table which defines the Committed Funds and Discretionary Funds found in Schedule A and Schedule B.

	10/1/2018 thru 6/30/2019	7/1/2019 Thru 6/30/2020	7/1/2020 Thru 6/30/2021	7/1/2021 Thru 6/30/2022	7/1/2022 Thru 6/30/2023
License Software Maintenance, Support and Subscription - Renewals	Services listed below are Billable upon the first day of each Fiscal Year				
Support - AvatarRadPlus	\$42,077.10	\$58,907.92	\$61,853.32	\$64,945.99	\$67,543.83
Support – Avatar CWS	\$2,423.01	\$3,392.21	\$3,561.82	\$3,739.91	\$3,889.51
Support – Root System Code	\$1,736.49	\$2,431.09	\$2,552.64	\$2,680.27	\$2,787.48
Support - DASQL	\$2,196.86	\$3,075.60	\$3,229.38	\$3,390.85	\$3,526.48
Support – Avatar PM	\$2,423.01	\$3,392.21	\$3,561.82	\$3,739.91	\$3,889.51
Support – Cache Elite	\$16,455.00	\$23,037	\$24,188.85	\$25,398.29	\$26,414.22
CareConnect Per Prescriber Subscription - Referral Connector, 1 In Network Lab Order/Result	\$12,937.15	\$18,112.01	\$19,017.61	\$19,968.49	\$20,767.23
Carequality Subscription	\$1,800	\$2,520	\$2,646	\$2,778.30	\$2,889.43
Diagnosis Content on Demand Subscription	\$3,428.84	\$4,800.38	\$5,040.40	\$5,449.38	\$5,667.36

Schedule A - Charges and Payment Terms for Committed Funds

Enlighten Analytics Subscription	\$8,105.43	\$11,347.60	\$11,914.97	\$12,510.72	N/A
POS and Batch Scanning - Perceptive	\$3,070.88	\$4,299.23	\$4,514.19	\$4,739.90	\$4,929.50
OrderConnect E-Prescribing Subscription	\$7,493.01	\$10,490.21	\$11,014.72	\$16,526.71	\$17,187.78
OrderConnect E-Prescribing Subscription	N/A	N/A	N/A	\$453.60	\$2,721.60
OrderConnect Non-Prescribing Subscription	N/A	N/A	N/A	\$894.35	\$930.12
OrderConnect EPCS Subscription	N/A	N/A	N/A	\$1,980.00	\$3,960.00
Avatar Electronic Signature Maintenance	\$1,614.38	\$2,260.13	\$2,373.13	\$2,491.80	\$2,591.47
Iron Mountain Escrow Fee	\$3,690.00	\$5,166	\$5,424.30	\$5,695.52	\$5,923.34
CareConnect Inbox Subscription - 231 Named Users	\$6,923.07	\$9,692.30	\$10,176.91	\$11,945.77	\$12,423.60
Professional Services CareConnect Inbox Implementation	\$10,000	N/A	N/A	N/A	N/A
Carequality Implementation	\$0	N/A	N/A	N/A	N/A
Hosting Setup Fee	\$25,000	N/A	N/A	N/A	N/A
Hosting Flip Professional Services	\$4,000	N/A	N/A	N/A	N/A
Plexus Cloud Hosting Disaster Recovery – Annual Fee – per user/per month	\$83,160	\$116,424	\$122,245.20	\$138,437.46	\$143,974.96
Plexus Cloud Hosting Application and DB Migration	\$6,400	N/A	N/A	N/A	N/A

Schedule A - Charges and Payment Terms for Committed Funds

Plexus Cloud Hosting Perceptive – Disaster Recovery – Annual Fee – per user/per month	\$9,896.04	\$13,854.46	\$14,547.18	\$16,474.06	\$17,133.02
RevConnect Claim Management	N/A	N/A	N/A	\$5,688.00	\$8,532.00
OrderConnect Professional Services Fees-One-Time EPCS Setup and Implementation	N/A	N/A	N/A	\$5,870.00	N/A
RevConnect Professional Service Fees-One time fee	N/A	N/A	N/A	\$2,500.00	N/A
AMA CPT Codes Subscription (251 users)	N/A	N/A	N/A	N/A	\$5,271.00
Avatar Licenses (50 perceptiove and Avatar) CPT Code, DCOC and Ccinbox	N/A	N/A	N/A	N/A	\$79,642.00
Document Capture Maintenance for Batch Scanning	N/A	N/A	N/A	\$2,205.00	\$2,293.20
Acatar RADPlus (Mnt)	N/A	N/A	N/A	\$3,528.00	\$3,669.12

Total Maximum Committed Amount of This Agreement					
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Renewals	\$109,451.16	\$153,231.59	\$160,893.15	\$363,578.68	\$448,557.76
New Purchases	\$145,379.11	\$139,970.76	\$146,969.29	\$453.60	\$0
Totals	\$254,830.27	\$293,202.35	\$307,862.44	\$364,032.28	\$448,557.76
<u>Committed Amount</u> (All Fiscal Years) = \$1,413,654.83					

Schedule B – Charges and Payment Terms for Discretionary Funds

Given current and expected user count growth and special projects anticipated to be executed with the term of this Agreement, the following discretionary budget has been defined:

	10/1/2018 through 6/30/2019	7/1/2019 through 6/30/2020	7/1/2020 through 6/30/2021	7/1/2021 through 6/30/2022	7/1/2022 through 6/30/23
Discretionary Funds	Services will be Billed as Incurred				
KPI Dashboard					
KPI Professional Services - Implementation Fee *swap with Enlighten Analytics *subscription fees will remain the same	\$15,000				
FY1819 Increases in Users					
<ul style="list-style-type: none"> • Avatar Named User License Fees • Avatar License Named User - \$800 per user – one-time fee • Avatar License Maintenance Named User Per Month - \$14.00 • Avatar Disaster Recovery – Hosting – Named User per month \$40.00 • Hosting Perceptive – Named User per month - \$4.76 	20 Additional Licenses \$16,000 – one-time fee Annual Fee - \$15,036 Total – \$31,036	\$15,787.80 (Annual Maintenance)	\$16,577.19 (Annual Maintenance)	\$0	\$0
Other Professional Services - Bucket of Hours	\$42,564.11	\$139,589.75	\$122,569.23	\$0	\$100,419.84
Total Maximum Discretionary Amount of this Agreement					
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
FY Totals	\$88,600.11	\$155,377.55	\$139,146.42	\$0	\$100,419.84
Discretionary Amounts (All fiscal Years) = \$483,543.92					

Total Maximum Amount of This Agreement [Committed Funds (Schedule A) + Discretionary Funds (Schedule B)]					
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
COMMITTED FUNDS	\$254,830.27	\$293,202.35	\$307,862.44	\$364,032.28	\$448,557.76
DISCRETIONARY FUNDS	\$88,600.11	\$155,377.55	\$139,146.42	\$0	\$100,419.84
Totals	\$343,430.38	\$448,579.90	\$447,008.86	\$364,032.28	\$548,977.60
Agreement Total (All Fiscal Years) = \$2,152,029.02					

Schedule D – County Resource Requirement

County will provide the resources described below for the implementation of the Contractor Programs. Failure to provide these resources could compromise the project and may result in the need for additional Contractor Implementation Services

County contact for implementation of all solutions – Pam Sidhu, Avatar Systems Administrator pam.sidhu@yolocounty.org
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