

**AMENDMENT NO. 4 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NETSMART TECHNOLOGIES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, ("Effective Date") by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Netsmart Technologies, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an AGREEMENT to install and maintain a Behavioral Health Information System (BHIS) at the San Mateo County Health Department on February 26, 2008, as amended on October 7, 2010, November 1, 2010, and November 2, 2010; and

WHEREAS, the parties wish to expand Contractor's Programs to include Alcohol and Other Drug (AOD) Services relating to the BHIS, increasing the AGREEMENT's Change Order Contingency relating to the BHIS to \$650,000 and increasing the AGREEMENT's Maximum Amount to \$5,937,147.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Additional Licenses. County agrees to purchase and Contractor agrees to provide the additional licenses as shown below.

	<u>Units</u>	<u>Price Per Unit</u>	<u>Total Cost</u>	<u>Annual Support Fees Per Unit</u>
<u>NETSMART PROGRAMS</u>				
RADplus	280	\$614	\$171,920	\$128.94
Addiction Severity Index (ASI)	1	\$7,500	\$ 7,500	\$1,575
<u>THIRD PARTY PROGRAMS</u>				
InterSystems Cache 64 bit upgrade To 225 licenses (25 net increase)	1	\$282,150	\$282,150	\$275.88
Credit for 200 32 bit licenses	1	(\$120,573.72)	(\$120,573.72)	\$0
InterSystems Cache 64 bit	80	\$1,254	\$100,320	\$275.88
Total License Cost			\$441,316.30	

Payment terms for the above additional licenses shall be 50% (\$220,658.14) upon the Effective Date of this amendment and 50% (\$220,658.14) upon Delivery.

Annual Support fees for the above additional licenses are 100% payable upon Delivery, prorated for the period from Delivery until June 30, 2011. Thereafter Annual Support fees shall be paid on a yearly basis as outlined by the AGREEMENT.

The Annual Support fees for the above Netsmart Programs are \$37,678 (based on 280 units x \$128.94) for RadPlus, and \$1,575 for ASI. The Annual Support fees for Third Party Programs are \$84,143 (based on 305 units x \$275.88).

Annual Support Fees for the above Programs may be increased each year in accordance with the terms and conditions of the AGREEMENT, specifically Exhibit D Section 7 (b) for the above Netsmart Programs and Exhibit L for the above Third Party Programs.

2. Optional Purchases Time Period Extension. The time period for the County to purchase optional Netsmart Programs, Annual Subscriptions and Professional Services at the rates described in Exhibit M to the AGREEMENT shall be extended until November 1, 2013. As described in Exhibit L to the AGREEMENT, costs for third party programs are subject to change.

3. Change Order Contingency.

The Change Order contingency amount listed in Section 7 of Exhibit A of the AGREEMENT is hereby increased by \$250,000, for a new Change Order contingency of \$650,000. This change in the contingency amount does not alter the not-to-exceed amount of the AGREEMENT. Section 2 of Exhibit A, **Maximum Amount**, is accordingly replaced with the following:

2. Maximum Amount.

The Maximum Amount of the BHIS portion of the AGREEMENT is \$5,048,013, of which \$650,000 is the Change Order contingency, which shall be used on mutual AGREEMENT of the parties as outlined in Section 14 of the AGREEMENT.

4. Additional Contractor Professional Services

In relation to the Additional Licenses listed in Section 1 of this Amendment, the Contractor shall provide the following services:

A. Project Portfolio Manager. Contractor shall provide a Contractor Project Portfolio Manager for an 11 month period, commencing within 30 days of the Effective Date of this amendment. The role of the Project Portfolio Manager is to serve as the project control manager for all project activities. The Project Portfolio Manager is responsible for developing, maintaining, and leveraging all project management tools including the Project Schedule. The Project Portfolio Manger closely monitors the project schedule, scope, and budget for deviations and ensures the project is in compliances with Netsmart's internal policies and procedures.

The Contractor Project Portfolio Manager shall work 16 hours within 60 days from the Effective Date of this Amendment and 8 hours each month thereafter for 10 additional consecutive months, for a combined total of 12 months. Payment terms are \$3,200 for the initial 16 hours payable after services are rendered and \$1,600 each subsequent month to be invoiced at the end of each month based on an hourly rate of \$200. Total payment for Project Portfolio Manager services shall not exceed \$19,200 without prior written approval of the County not including Contractor out-of pocket expenses.

B. Project Manager. Contractor shall provide a Contractor Project Manager for an 11 month period, commencing within 30 days of the Effective Date of this amendment. The Contractor Project Manager shall work 80 hours within 60 days from the Effective Date of this Amendment and 32 hours each month thereafter for 10 additional consecutive months, for a combined total of 12 months. Payment terms are \$12,800 for the initial 80 hour period payable after services are rendered and \$5,120 each subsequent month to be invoiced at the end of each month based on an hourly rate of \$160. Total payment for Project Manager services shall not exceed \$64,000 without prior written approval of the County not including Contractor out-of pocket expenses.

C. Interface Developer. Contractor shall provide an Interface Developer to analyze and develop an estimated Data Conversion scope of work and hours for the project Work plan to bring Client and Episodic information from the County legacy AOD proprietary software application. The Contractor Interface Developer shall work 16 hours within 60 days from the Effective Date of this Amendment. Payment terms are \$3,000 payable after services are rendered based on an hourly rate of \$187.50. Any additional conversion work will be approved via a mutually agree to Change Order. Total payment for Interface Developer services shall not exceed \$3,000 without prior written approval of the County not including Contractor out-of pocket expenses.

D. Cache 64 bit Enterprise Upgrade Portfolio Manager and RAD Implementer. Contractor shall provide a Project Portfolio Manager and a RAD Implementer to plan, coordinate and execute all activities necessary to upgrade County's system from InterSystems Cache 32 bit to InterSystems 64 bit Enterprise database system. The Contractor Cache 64 bit Enterprise Upgrade Portfolio Manager shall work 8 hours within 60 days from the Effective Date of this Amendment. Payment terms are \$1,600, to be invoiced after services are rendered based on an hourly rate of \$200.00. The Contractor Cache 64 bit Enterprise Upgrade RAD Implementer shall work 24 hours within 60 days from the Effective Date of this Amendment. Payment terms are \$4,200, to be invoiced after services are rendered based on an hourly rate of \$175.00. Any additional migration work will be approved via a mutually agreeable Change Order. Total payment for Cache 64 bit Enterprise Upgrade RAD Implementer services shall not exceed \$5,800 without prior written approval of the County not including Contractor out-of pocket expenses.

E. Out-of-pocket expense. County shall reimburse Contractor for out-of-pocket expenses in accordance with the terms of the AGREEMENT not to exceed \$15,000, and the Maximum Payment amount in Sections 2 and 3 of Exhibit A to the AGREEMENT shall not be increased by this amount. Payment terms are that expenses are to be invoiced as incurred.

5. Project Work Plan. Within 60 days from the Effective Date of this Amendment, County and Contractor will meet and agree, in writing, on a mutually agreeable Project Work Plan to address the AOD component covered by this Amendment. This Project Work Plan will be kept current during the implementation services provided for in this Amendment. Any changes to this Project Work Plan must be mutually agreed to in writing through a Change Order.

6. Maximum Amount. Section 3.4 of the AGREEMENT, "Maximum Amount," is replaced with the following language to reflect the addition of AOD to the Behavioral Health Information Systems (BHIS) project:

3.4 Maximum Amount. The overall Maximum Amount payable under the terms of this AGREEMENT shall be five million nine hundred thirty-seven thousand one hundred and forty seven dollars (\$5,937,147). However, separate not-to-exceed amounts apply to the work performed in relation to the Behavioral Health Information System (BHIS) project on the one hand and in relation to the Family Health Services Information System (FHSIS) project on the other hand. Specifically, the Maximum Amount payable under the terms of this AGREEMENT, as amended, for the BHIS project is increased by \$1,288,704 and shall be five million forty-eight thousand one hundred thirteen dollars (\$5,048,113), and the Maximum Amount payable under the terms of this AGREEMENT for the FHSIS project shall be eight hundred eighty-nine thousand thirty-four dollars (\$889,034).

7. General Provisions

All services provided in relation to the content of this amendment and all obligations of the parties in relation to those services, if not specifically addressed by this amendment hereto, shall be governed by the AGREEMENT, as amended.

All other terms and conditions of the AGREEMENT dated February 26, 2008, between the County and Contractor, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____

Carole Groom, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

NETSMART TECHNOLOGIES, INC.

Contractor's Signature

Date: _____