



County of Santa Clara
Office of the County Executive
Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131-1040
Telephone 408-491-7400 • Fax 408-491-7495

**FIRST AMENDMENT TO AGREEMENT CW2224959
BY AND BETWEEN THE COUNTY OF SANTA CLARA AND NETSMART TECHNOLOGIES, INC.**

This is the First Amendment to the Agreement between the County of Santa Clara (County) and Netsmart Technologies, Inc. Solutions (Contractor) entered into on May 15, 2017 to provide myAvatar Hosting, On-going Subscription, Software Licenses, Professional Services, and Related Support and Services for the County.

This Agreement is amended as follows effective December 18, 2017:

1. Add **EXHIBIT B-1 "PRICE SUMMARY FOR AVATAR AM SYSTEM"**, attached hereto and incorporated herein by this reference.
2. Add **EXHIBIT D-1 "STATEMENT OF WORK FOR AVATAR AM SYSTEM"**, attached hereto and incorporated herein by this reference.
3. Key Provision, **TOTAL AGREEMENT VALUE**, of the Agreement is revised to read: "Contractor is entitled to reimbursement for actual allowable expenditures subject to the provisions of this Agreement not to exceed \$4,949,221 which represents an increase of \$150,000 from the prior not to exceed amount of \$4,799,221

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by: David Strausser, Buyer II, at 408-491-7447 or
david.strausser@prc.sccgov.org

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

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Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

CONTRACTOR

12/20/2017
Caroline Kho Date
Sr. IT Procurement Manager | SBITC

By: _____

Print: Joseph McGovern

12/28/2017
Jenti Vandertuig Date
Director of Procurement

Title: EVP

Date: 12/28/2017

Attachment:
Exhibit B-1, Price Summary for Avatar AM System
Exhibit D-1, Statement of Work for Avatar AM System

Exhibit B- 1: Price Summary for Avatar AM System

<u>ONE-TIME CHARGES:</u>

<u>Netsmart Programs</u>	<u>Qty</u>	<u>Charges</u>	<u>Payment Terms</u>
Additional RadPlus myAvatar Licenses can be added at \$800 for a period of 12 months from this Amendment Effective Date. <i>(Optional)</i> Maintenance for additional users would be \$168 per user per year subject to annual increases.	1	\$800 User /\$168 Maintenance <i>(Optional)</i>	\$968 Annually per additional User <i>(Optional)</i>
<u>Netsmart Services</u>			
Migration of Avatar AM system (not the reinstalled system) to Netsmart's Cloud Hosting Service	1	\$6,400.00	Due on completion of migration and first access to the AM system

<u>RECURRING CHARGES:</u>

Netsmart Annual Hosting Charges

All Recurring Charges are subject to annual increases of 3% or Consumer Price Index %, whichever is lower. Annual increases will not begin until May 15, 2020 of this Amendment.

Hosting, Maintenance and Support Charges for existing Users in the reinstall are being billed under the myAvatar Cloud Hosting agreement (Agreement Number CW2224959 effective May 15, 2017)

<u>Maintenance</u>	<u>Qty</u>	<u>Charges</u>	<u>Payment Terms</u>
Annual Maintenance Fee for AM System (Estimated Start/ End Date of July 1, 2018 through June 30, 2019; Upon complete migration to Netsmart's Cloud Hosting Service, the following Maintenance schedule will occur: Current Avatar and Cache Maintenance payments (paid through June 30, 2018) from County's self-hosted system will cease and the new maintenance payment schedule above will begin. When county archives the AM system into a SQL format (estimated to be 1-2 years from migration date), maintenance will cease and only hosting fees will apply.	1	\$10,000	Estimated Due by July 1, 2018
<u>Hosting</u>	<u>Qty</u>	<u>Charges</u>	<u>Payment Terms</u>
Annual Hosting Fee for 5 concurrent users will be \$14,196.00 Upon complete migration to Netsmart's Cloud Hosting Service. When County archives the AM system into a SQL format (at the then current professional service rates, hosting fees for 1 concurrent user will be \$5,000.00 annually.	1	\$14,196.00	Due annually upon first access to AM system in Netsmart's Cloud

Exhibit D-1: Statement of Work (SOW) for Avatar AM System

Netsmart Technologies, Inc. and County of Santa Clara

1. Purpose

The purpose for this statement of work is to outline the requirements and deliverables for the implementation and project management of the County's Implementation. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations. The details of the scope of services are included below.

2. Project Duration

Project Duration

The following project start and end dates will be finalized based on SOW agreement and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation. The overall duration of this project, based on the scope of work detailed herein is expected to be aligned with the County's myAvatar implementation for Practice Management and Billing.

3. Scope of Services

Avatar AM	Scope of Services
<p>Avatar Addiction Management Allows for the tracking of Opioid Recovery Medication Delivery and Inventory. Product can dispense multiple medications from a single station. Creation of Medication Orders for single levels, split dosing, build-up and detoxification. Schedules and tracks daily events such as randomize urine screening, physicals and counseling sessions. These are the same features and functionality in the County's current instance of Avatar AM. Netsmart will build out a new myAvatar AM instance with the same forms, workflow, reports, etc. as the current system. It is Netsmart's understanding that there will be no need for formal training, because of the experience within the current Addiction Management system. If formal training is required then it would need to be scoped and priced out for the County. This instance of Avatar AM will be moved into CalPM and the SOW and costs associated with this change will be included in a County Change Order so they become part of this agreement. The following table reflects the anticipated changes:</p> <ul style="list-style-type: none"> It is expected that Avatar AM will be reinstalled into the myAvatar CalPM database within Netsmart's Data Centers for a Vendor Hosted system. 	

Current County Avatar AM Migration to Cloud	Scope of Services
	<p>Netsmart will migrate the County's current Avatar AM system to Netsmart's Cloud Hosting service. County will adjust user setting to restrict access to a read and report only status. When it's determined that County users will no longer need consistent access to client</p>

	records that were not converted over to the new Avatar AM install, Netsmart will archive the AM system at the then current Professional Service rate into a SQL format. It's expected this will be 1-2 years post reinstall. The data will be held in Netsmart's Cloud Hosting service for query as needed
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New Avatar AM system Reinstallation of Avatar AM into CalPM	Scope of Services Netsmart will build out a new myAvatar AM instance with the same forms, workflow, and reports as the current system.
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Avatar AM Integration	Scope of Services All modules that comprise the myAvatar suite share the same database. As a result, data items are entered once and displayed/updated across modules, including Avatar AM and PM.
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Avatar AM	Scope of Services
Avatar Addiction Management	Allows for the tracking of Opioid Recovery Medication Delivery and Inventory. Product can dispense multiple medications from a single station. Creation of Medication Orders for single levels, split dosing, build-up and detoxification. Schedules and tracks daily events such as randomize urine screening, physicals and counseling sessions.
Automated Dispensing	Displays clients dosing schedule, medication history and medical notes. Staff can dispense multiple medications, take-home medication and pharmacy orders.
Medication Orders	Medical staff can prescribe medication orders in multiple ways. Detoxification orders can be created using a grid that can decrease by specified increments and time periods. Templates can be created to speed entry for standard order types.
Pharmacy Orders	Staff can 'pre-dispense' medication orders for any specified time. The medication can be dispensed for all medication delivery or 'take-home' medication only.
Care Plan Activities	<ul style="list-style-type: none"> • Creation of scheduled Care Plan Activities of any type (medical, social service, etc.) for patients and/or staff that serve as (1) Reminders for patients & staff; (2) Charges automatically added to self-paying client ledgers. If Avatar PM is used, these charges serve as the foundation for 3rd party billing and remittance posting, that is, as Billable Activities with service codes and a fee matrix, depending on what 3rd party payers provide. • Bundling Care Plan Activities: Any number of activities can be grouped, where appropriate, such as for new client registrations. When a bundled care plan activity is selected for a client, the software will manage the order of the activities, notification of the appropriate staff member, and Billing. • Creating Care Plan Activity result sets: Most activities allow users to define a specific result set. For example, laboratory

	<p>tests have the test panel as the result set. Physicals and group or individual counseling sessions might have notes as their result set. Lab test panel results can be automatically downloaded from the lab into Avatar AM.</p> <ul style="list-style-type: none"> • Triggers: Triggers can be set on activities (and elsewhere) to manage which should be done vs must be done immediately.
Inventory	<p>Tracks multiple medications. Records all necessary information for auditing purposes: client, dosage, date dispensed, time dispensed, days dispensed and staff. Tracks all stock: opened, unopened and closed.</p>
Reports	<p>Any data that the software tracks, including meta-data regarding user interactions with the software, can be reported.</p> <p>All of the standard reports in Avatar are created as Crystal Report Templates. These templates can be revised by the client using Crystal Report Writer.</p> <p>There are over 100 standard reports included in Avatar AM to manage clinic activities including the following specific reports or report areas:</p> <ul style="list-style-type: none"> • Absence Report • Daily Dispensed Log • Dosing Summary Report • Spills, Returns, and Exceptions Reports • Inventory History • Detail Bottle Report • Orders Expiring Reports • Medication Orders • Care Plan History • Open Care Plans • Randomized Urine Schedule • Data Dictionaries for Drop Lists • User Rights • Pre-Poured Inventory • Management Reports • Current custom reports, if they are able to be exported from the existing system, will be imported and available in the new install of AM. If we are unable to export these reports, the County will leverage hours from their report writer working on CalPM.

Certificate Of Completion

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County of Santa Clara

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Joseph McGovern

jmcgovern@ntst.com

EVP

Netsmart Technologies, Inc.

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Jenti Vandertuig

Jenti.Vandertuig@prc.sccgov.org

Director of Procurement

County of Santa Clara - Ariba

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/28/2017 8:26:24 AM
Certified Delivered	Security Checked	12/28/2017 9:29:11 AM
Signing Complete	Security Checked	12/28/2017 9:29:27 AM
Completed	Security Checked	12/28/2017 9:29:27 AM
Payment Events	Status	Timestamps
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact County of Santa Clara:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: pomi.amjad@prc.sccgov.org

To advise County of Santa Clara of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at pomi.amjad@prc.sccgov.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to pomi.amjad@prc.sccgov.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify County of Santa Clara as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by County of Santa Clara during the course of my relationship with you.