

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

756



FROM: Department of Mental Health

SUBMITTAL DATE:
June 5, 2014

SUBJECT: Ratify Amendment #6 to the Agreement with Netsmart Technologies, Inc. to provide Behavioral Health Information System Products and Maintenance and Support Services (District: All) [\$1,206,453] and [\$944,632 - Ongoing] State, County, Federal, Other Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to execute Amendment #6 to the Agreement with Netsmart Technologies, Inc., to provide behavioral health information system products and maintenance and support services, in the amount of \$1,206,453, for the term March 16, 2014 through June 30, 2015;
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, to exercise renewal options, based on the availability of funding, not to exceed \$944,632 in fiscal years 15/16 and 16/17, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, through June 30, 2017; and
3. Authorize the Purchasing Agent to purchase optional products and maintenance and support services identified in Exhibit C of the Agreement, not to exceed \$1,401,683 through June 30, 2017.

(Continued on Page 2)

JW:MS:JB

Jerry Wengert, Director
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 239,782	\$ 966,671	\$ 4,497,400	\$ 944,632	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: State 57%, Federal 27%, Other 16%				Budget Adjustment: No	
				For Fiscal Year: 13/14 - 16/17	

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY:
 DATE: 5/5/14
 PURCHASING:
 DEPARTMENT: Assistant Director

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 3/16/10 (3.46),
8/31/10 (3.61)

District: All

Agenda Number:

3-41

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement with Netsmart Technologies, Inc. to provide Behavioral Health Information System Products and Maintenance and Support Services (District: All) [\$1,206,453] and [\$944,632 - Ongoing] State, County, Federal, Other Funds

DATE: June 5, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

State and Federal law requires that by 2014, all healthcare providers migrate from traditional paper-based health records to Electronic Health Records (EHR). On April 21, 2009, the Riverside County Purchasing Department, on behalf of the Riverside County Department of Mental Health (RCDMH), issued Request for Proposal #MHARC-050 for a new Behavioral Health Information System (BHIS) to replace its existing core legacy applications that were in place for over 20 years and to bring RCDMH in compliance with State and Federal requirements for an EHR. Under the RFP, the County was seeking a state-of-the-art electronic integrated BHIS for supporting all RCDMH programs and related financial activities. Netsmart Technologies, Inc., was selected as the most responsible, responsive bidder. On March 16, 2010, (3.46), the Board of Supervisors approved the four-year Agreement with Netsmart Technologies, Inc. to provide and implement the BHIS.

The attached agreement provides for maintenance and support services for existing components in addition to new products and maintenance and support services required by State and Federal EHR regulations.

Impact on Citizens and Businesses

The EHR is a component of the Department's system of care aimed at improving the health and safety of consumers and the community. The National Institutes of Health have concluded that EHRs result in (a) "improved quality and patient care," (b) "more efficient tracking of patients and costs," (c) "benefits to the business of healthcare," (d) "better documentation and improved audit capabilities," (e) "avoidance of repeating expensive tests," and (f) "allows for more time spent with patients."

Additional Fiscal Information

The aggregate cost of the optional products and maintenance and support services identified in Exhibit C of the Agreement was included in the budget for FY 14/15. No additional County funds will be required.

Contract History and Price Reasonableness

The Evaluation Committee and RCDMH determined that vendor's cost proposal for core products and services was reasonable and in line with the costs that are necessary to effectively implement and support a project of this scope and magnitude. The agreement with Netsmart Technologies, Inc. expired on March 16, 2014. Board ratification of Amendment #6 is required due to the ongoing negotiations with the vendor regarding system components. Final pricing from the vendor was received on April 2, 2014.



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

PR-2014-01283
Tracking Number for Internal Use Only

REQUESTED PURCHASE:		ELMR SYSTEM SOFTWARE AND MAINTENANCE AND SUPPORT SERVICES	
DEPARTMENT/AGENCY:		MENTAL HEALTH	
CONTACT NAME/PHONE: JOE ZAMORA (951) 358-4554 / JEANETTE BATES (951) 358-5428			
PURCHASE REQUEST:		<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input checked="" type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT	
PURCHASE TYPE:		<input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL	
DESCRIBE REQUESTED PURCHASE	The Riverside County Department of Mental (RCDMH) is requesting approval: <ol style="list-style-type: none"> To renew maintenance and support services for its Electronic Medical Records (ELMR) System not to exceed \$1,205,253 for the term March 16, 2014 through June 30, 2015. To renew maintenance and support services for ELMR, renewable in one year increments through June 30, 2017, not to exceed \$944,632 per FY. To purchase ELMR products and maintenance services as identified in attached Exhibit C of the contract, not to exceed \$1,401,683. 		
BUSINESS NEEDS ADDRESSED	State and Federal law requires that all healthcare providers implement an electronic health records system by 2014. RCDMH transitioned from its legacy system to ELMR in 2010. The product service and maintenance agreement is needed in order to maintain this critical business application in order to receive Federal and State funding. Additionally, in anticipation of new Federal and State regulations and RCDMH expansion due to the Affordable Care Act, the department will need to purchase additional products and maintenance services identified in Exhibit C of the contract.		
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN	
BUSINESS CRITICALITY		BUSINESS IMPACT (SELECT ALL THAT APPLY)	
<input checked="" type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business		<input checked="" type="checkbox"/> Support current operations <input type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies	
BUSINESS RISKS	<p>Financial: Maintenance support services have been budgeted for FY 13/14 and FY 14/15. Products and services listed in Exhibit C and renewal options for FY 15/16 and 16/17 will be included in the budget through the normal budget process. Without these services, compliance with Federal and State regulations cannot be achieved, jeopardizing Client care and the department's Federal and State revenue sources.</p> <p>Operational: Without these services, compliance with Federal and State regulations cannot be achieved, jeopardizing Client care and the department's Federal and State revenue sources.</p> <p>Customer: Without these services, compliance with Federal and State regulations cannot be achieved, jeopardizing Client care and the department's Federal and State revenue sources.</p>		
ALTERNATIVE SOLUTIONS	There are no alternatives to our existing ELMR system which was awarded to the county in a competitive bid process.		



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

TRANSACTION		<input checked="" type="checkbox"/> Cash Purchase	<input type="checkbox"/> Lease Purchase	Lease Years: _____
PURCHASE COSTS		COST BENEFIT ANALYSIS		
Hardware: \$			ALTERNATIVE STATUS QUO	ALTERNATIVE
Software: \$ 2,606,937 (includes Exhibit C Optional Items)		Current Annual Cost	N/A	
Labor: \$0.00		Ongoing Annual Cost (FY 15/16 & 16/17)	\$944,632	
TOTAL COST: \$2,606,937		Annual Cost Savings		
Department Head Signature: <i>[Signature]</i>		Net Annual Savings		
		Project Implementation Cost		
		Project Payback Period? yrs		
		Date: 4/1/14		

RCIT RECOMMENDATION – for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: *Brian Kovaly for W. Colvin* Date: 02 APR 14

Chief Information Officer Signature: *[Signature]* Date: 4-2-14

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: *[Signature]* Date: 4/6/14

TSOC explanation for denied requests:

**SIXTH AMENDMENT TO THE AGREEMENT
EFFECTIVE March 16, 2010 (THE "AGREEMENT")
BETWEEN
NETSMART TECHNOLOGIES, INC. ("CONTRACTOR")
AND
COUNTY OF RIVERSIDE ("COUNTY")**

That certain Agreement between the County of Riverside (COUNTY) and Netsmart Technologies, Inc. (CONTRACTOR), originally approved by the Riverside County Board of Supervisors on March 16, 2010, Agenda Item 3.46 for FY 2009/2010; amended for the first time by the Board of Supervisors on August 31, 2010, Agenda Item 3.61 for FY 2010/2011; amended for the second time by the Riverside County Purchasing Agent on June 30, 2011 for FY 2010/2011; amended for the third time by the Riverside County Purchasing Agent on August 31, 2011 for FY 2011/2012; amended for the fourth time by the Riverside County Purchasing Agency on September 28, 2011 for FY 2011/2012; amended for the fifth time for FY 2011/2012, effective July 1, 2011 through June 30, 2012; and is hereby amended for the sixth time for FY 2013/2014 and FY2014/2015, effective March 16, 2014 through June 30, 2015. This amendment increases the contract value by a total of \$1,206,452.74, based upon an increase of \$239,782.40 for FY 2013/2014, and an increase of \$966,670.34 for FY2014/2015.

Capitalized terms not defined in this Amendment #6 shall have the same meaning as set forth in the Agreement.

A. Extension of Term for Support and Subscription Services

1. The initial four (4) year term of the Agreement expires on March 16, 2014. Pursuant to paragraph 3 (Period of Performance), section 3.1, the parties agree to extend the term of the Agreement through June 30, 2015.
2. Extend the term for provision of CONTRACTOR supplied Support Services (Core Products Support), Third Party Support, and other products with annual recurring costs (Subscription Services) from the initial term expiration date of March 16, 2014 through June 30, 2015.
3. A list of the specific CONTRACTOR supplied services, annual-recurring costs and payment terms is attached hereto as Exhibit A.
4. All previous references to these services in the Agreement and subsequent Amendments are replaced with the terms of Exhibit A.

B. Additional Software, Services and Support

- a. Avatar 24 x 7 Lite Support – Support Agreement attached as Exhibit E.
- b. Diagnosis Content Subscription Base Fee (ICD 10 / DSM V)
- c. Diagnosis Content Subscription Additional Users
- d. CareConnect – Single Lab Interface Subscription (LabCorp)

- e. Meaningful Use Stage 2 Components
 - i. Care Guidance/Clinical Quality Metrics Benchmarking
 - ii. CareConnect Lab Orders (Outbound to Quest)
 - iii. CareConnect Lab Orders (Outbound to LabCorp)
 - iv. CareConnect Referral Connector
 - f. CareConnect HIE Connector for CCD Transactions
 - g. Plexus Consulting - CareConnect - HIE Implementation of CCDs
 - h. Plexus Consulting - Diagnosis Content Implementation
 - i. Plexus Consulting - myHealthPoint Implementation
 - j. Plexus Consulting - CareConnect Lab Orders Outbound (Quest)
 - k. Plexus Consulting - CareConnect Lab Orders Outbound (LabCorp)
 - l. Plexus Consulting - Single Lab Interface Subscription (LabCorp)
 - m. Plexus Consulting – Referral Connector
 - n. Plexus Consulting - Perceptive POS Migration
2. In addition to the extension of maintenance and subscriptions for solutions already in use by the County, through this agreement the County is purchasing the following Third Party software and annual maintenance
 - a. Intersystems - Cache Enterprise Multi-Server, Platform Specific Licenses
 - b. Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance
 3. A list of the specific CONTRACTOR and Third Party supplied additional software, services, and support is attached hereto as Exhibit B.

C. Optional Solutions

1. In addition to the extension of maintenance and subscriptions and the purchase of additional software, services, and support, this Sixth (6th) Amendment provides mechanisms for the optional purchases of additional CONTRACTOR supplied licenses, license maintenance, and subscription services.
 - a. Avatar RADplus Named User Licenses
 - i. Number of Licenses - In order to accommodate anticipated growth in the user base, Riverside will have the option to purchase additional RADplus Named User Licenses on an as-needed basis through the remaining terms of this agreement.
 - ii. Price – through the remaining terms of this agreement CONTRACTOR will offer licenses in excess of the 1400 currently in use by the County of Riverside at a 23% discount of \$614 for each License.
 - iii. Payment Term – Payment will be due upon the execution of each Purchase Order supporting the procurement of additional Avatar RADplus Named User Licenses
 - b. Avatar RADplus Named User License Maintenance

- i. Price – For the term of this agreement, the Maintenance will be calculated at 21% of the full license cost (\$800) per.
 - ii. Payment Term – Maintenance Fees will be invoiced based upon a pro-rated amount consistent with the date Riverside exercised the purchase order through the end of the County's Fiscal Year. From there, Maintenance will be billed in synch with the beginning of the County's Fiscal Year.
 - c. CareConnect HIE Connector for CCD Transactions - Although it is not required for attestation for Meaningful Use, it is anticipated that the implementation of Health Information Exchanges (HIE) will become an increasing focus throughout the market.
 - i. CareConnect HIE Connector for CCD Transactions is included as an optional item in this agreement. This solution provides the unique capability to translate the files transmitted and received to match the formats required by both CONTRACTOR Care Records and the HIE operating systems.
 - ii. Plexus Consulting - CareConnect - HIE Implementation of CCDs
 2. In addition to the extension of maintenance and subscriptions and the purchase of additional software, services, and support, this Sixth (6th) Amendment provides mechanisms for the optional purchases of additional Third Party supplied licenses and associated annual maintenance
 - a. Intersystems - Cache Enterprise Multi-Server, Platform Specific Licenses
 - i. Number of Licenses – As the County increases their number of Avatar RADplus Named User, they will be required to increase the number of concurrent Cache Database Licenses. In order to accommodate this, under this agreement the County will have the opportunity to purchase Cache Enterprise Multi-Server, Platform Specific licenses in blocks of 25 on an as-needed basis.
 - ii. Price – For the term of this agreement, CONTRACTOR will offer the Cache Enterprise Multi-Server, Platform Specific licenses based upon the fee schedule identified in Exhibit C.
 - iii. Payment Term – Payment will be due upon the execution of each Purchase Order supporting the procurement of additional blocks (25) Cache Enterprise Multi-Server, Platform Specific licenses
 - b. Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance
 - i. Maintenance Amount – As the County increases their number of concurrent Cache Database Licenses the total Annual Maintenance will increase.
 - ii. Price – For the term of this agreement, the Maintenance Fees for Cache Enterprise Multi-Server, Platform Specific will be calculated at 22% of the full license cost at execution.
 - iii. Payment Term – Maintenance Fees will be invoiced based upon a pro-rated amount consistent with the date Riverside exercised the purchase order through the end of the County's Fiscal Year

3. A list of the specific CONTRACTOR and THIRD PARTY supplied optional software/subscriptions, services, and support is hereto attached as Exhibit C.

D. Provisions for Future Extensions of this Agreement

1. Pursuant to paragraph 3 (Period of Performance), section 3.1, the county will have the option to extend this agreement for two (2) additional years covering Fy 15/16 and Fy16/17.
2. In order to expedite future extensions, a list of the specific CONTRACTOR and Third Party supplied software, services and support and attendant one time and annual-recurring costs and payment terms is attached hereto as Exhibit D.

E. Exchange of Software – “Avatar POS” and “POS Powered by Perceptive Software”

1. During the term of this agreement, CONTRACTOR Technologies upgraded the software offered to the county for the purpose of providing Point-of-Service (POS) Scanning functions. As such, effective with this amendment, any reference to POS Scanning licensing and maintenance will be removed and replaced with POS Powered by Perceptive Software. Perceptive Software will be the supplier through CONTRACTOR of any software and maintenance for Point of Service Scanning.

F. Exchange of Software – “ConsumerConnect” and “myHealthPoint”

1. During the term of this agreement, CONTRACTOR Technologies upgraded the software offered to the county for the purpose of providing Meaningful Use Compliant Personal Health Record (PHR) functions. As such, effective with this amendment, any reference to “ConsumerConnect” licensing and maintenance will be removed and replaced with “myHealthPoint”.

This Amendment together with the Agreement represents the entire agreement of the parties. In the event of any conflict between the terms of this Amendment, and the Agreement, the terms of this Amendment shall control.

Swap

Except as set forth herein, the Agreement between CONTRACTOR and COUNTY shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment.

COUNTY OF RIVERSIDE

4080 Lemon Street
Riverside, CA 92501

Signature: _____

Print Name: Jeff Stone

Title: Chairman of the Board of Supervisors

Date: _____

NETSMART TECHNOLOGIES, INC.

4950 College Boulevard
Overland Park, KS 66211

Signature: _____

Print Name: _____

Title: Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.

Date: 5/29/14

COUNTY COUNSEL

Pamela J. Walls
Approved as to Form

By *Haisha Khetor 6/3/14*
Deputy County Counsel



Exhibit A – Extension of Term for Support and Subscription Services

License Software Maintenance and Support - Renewals	Qty	Fy 13/14 - 3/16/2014 Through 6/30/2014		Fy 14/15 - 7/1/2014 Through 6/30/2015	
		Period Fees	Payment Terms	Period Fees	Payment Terms
Avatar Core Products					
Avatar RADplus Named User License Maintenance (purchased 8/31/11)	450	\$ -	N/A	\$245,940.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar RADplus Named User License Maintenance(purchased 1/1/11)	300	\$ -	N/A		
Avatar RADplus Named User License Maintenance	650	\$33,303.00	Payable upon the Execution of this Agreement		
Avatar RADplus Test Server (8 Rad Users) Maintenance	1	\$640.50	Payable upon the Execution of this Agreement	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
MyAvatar - CalPM Maintenance	1	\$ 640.50	Payable upon the Execution of this Agreement	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
MyAvatar - Clinicians Workstation (CWS) Maintenance	1	\$ 640.50	Payable upon the Execution of this Agreement	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
MyAvatar - Managed Services Organization (MSO) Maintenance	1	\$640.50	Payable upon the Execution of this Agreement	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
MyAvatar - Client Funds Management System (CFMS) Maintenance	1	\$5,512.50	Payable upon the Execution of this Agreement	\$11,576.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar Web Services Suite - Maintenance	1	\$ -	N/A	\$25,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar E-Signature Maintenance	1	\$640.50	Payable upon the Execution of this Agreement	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar -Addiction Severity Index (ASI) Maintenance	1	\$479.50	Payable upon the Execution of this Agreement	\$1,644.00	Payable upon the first day of Fy 14/15 (7/1/2014)*



Exhibit A – Extension of Term for Support and Subscription Services

Avatar - Incident Tracking Maintenance	1	\$159.83	Payable upon the Execution of this Agreement	\$548.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Avatar - Care Connect Maintenance	1	\$ -	N/A	\$12,978.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Subtotal:		\$42,657.33		\$308,666.00	

**A Discount of 3% will be applied to all Annual Maintenance Amounts associated with CONTRACTOR Solutions that are paid within 30 days of the Invoice Date*

Third Party Subscriptions & Maintenance and Support Renewals	Qty	FY 13/14 - 3/16/2014 Through 6/30/2014		FY 14/15 - 7/1/2014 Through 6/30/2015	
		Period Fees	Payment Terms	Period Fees	Payment Terms
Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance	520	\$ -	N/A	\$153,410.00	Payable upon the first day of FY 14/15 (7/1/2014)
Intersystems - Cache Single Server License (Test Server) Maintenance	4	\$ -	N/A	\$2,648.00	Payable upon the first day of FY 14/15 (7/1/2014)
POS Powered by Perceptive Scanning Software - (Swap for Avatar POS)	1	\$ -	N/A	\$3,500.00	Payable upon the first day of FY 14/15 (7/1/2014)
MyHealth Point Personal Health Record (Swap for ConsumerConnect)	1	\$ -	N/A	\$25,000.00	Payable upon the first day of FY 14/15 (7/1/2014)
Iron Mountain - Software Escrow Service	1	\$ -	N/A	\$725.00	Payable upon the first day of FY 14/15 (7/1/2014)
Subtotal:		\$ -		\$185,283.00	



Exhibit A – Extension of Term for Support and Subscription Services

Software Subscription Services Renewals Connect Solutions	Qty	FY 13/14 - 9/16/2014 through 6/30/2014		FY 14/15 - 7/1/2014 through 6/30/2015	
		Period Fees	Payment Terms	Period Fees	Payment Terms
Care Connect - Syndromic Interface Subscription (Capability to submit electronic syndromic surveillance data to public health agencies except where prohibited, and in accordance with applicable law and practice.)	1	\$ -	N/A	\$3,375.00	Payable 60 Days Past Notification of Availability for Implementation
Care Connect - Immunization Interface Subscription (Capability to submit electronic data to immunization registries or immunization information systems except where prohibited, and in accordance with applicable law and practice.)	1	\$ -	N/A	\$3,375.00	Payable 60 Days Past Notification of Availability for Implementation
Care Connect - Single Lab Interface Subscription (Quest) (Incorporate clinical lab-test results into Certified EHR Technology (CEHRT) as structured data)	1	\$ -	N/A	\$3,375.00	Payable 60 Days Past Notification of Availability for Implementation
OrderConnect - Base Fee	1	\$393.75	Payable upon the Execution of this Agreement	\$1,350.00	Payable upon the first day of FY 14/15 (7/1/2014)*
OrderConnect - Full Suite Prescriber Subscription	65	\$20,270.25	Payable upon the Execution of this Agreement	\$69,498.00	Payable upon the first day of FY 14/15 (7/1/2014)*
OrderConnect - Full Suite Non-Prescriber Subscription	132	\$5,405.46	Payable upon the Execution of this Agreement	\$18,533.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Provider Connect	400	\$57,750.00	Payable upon the Execution of this Agreement	\$198,000.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Subtotal:		\$83,819.46		\$297,506.00	

** A Discount of 3% will be applied to all Annual Subscription Amounts associated with CONTRACTOR Solutions that are paid within 30 days of the Invoice Date*



Exhibit B - Additional Software, Services and Support

New Purchases – CONTRACTOR Support, Services and Subscriptions	Qty	Fy 13/14 - 3/16/2014 Through 6/30/2014		Fy 14/15 - 7/1/2014 Through 6/30/2015	
		Period Fees	Payment Terms	Period Fees	Payment Terms
Avatar 24 x 7 Lite Support	1	\$7,506.03	Payable upon the Execution of this Agreement	\$25,734.94	Payable upon the first day of Fy 14/15 (7/1/2014)*
Diagnosis Content Subscription Base Fee (ICD 10 / DSM V)	280	\$ -	N/A	\$9,329.00	Payable 60 Days Past Notification of Availability for Implementation)
Diagnosis Content Subscription Additional Users	125	\$ -	N/A	\$750.00	Payable 60 Days Past Notification of Availability for Implementation
Care Connect - Single Lab Interface Subscription (LabCorp) (Incorporate clinical lab-test results into Certified EHR Technology (CEHRT) as structured data)	1	\$ -	N/A	\$4,800	Payable 60 Days Past Notification of Availability for Implementation
OrderConnect - Full Suite Prescriber Subscription	15	\$4,677.75	Payable upon the Execution of this Agreement	\$16,038.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
OrderConnect - Full Suite Non-Prescriber Subscription	30	\$1,228.50	Payable upon the Execution of this Agreement	\$4,212.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Meaningful Use Stage 2 Components					
Care Guidance/Clinical Quality Metrics Benchmarking (Clinical Quality Measures calculate based upon data from myAvatar fed to CarePathways for reporting as well as benchmarking against other organizations. CareGuidance is the clinical decision support embedded within myAvatar that guides toward optimal outcomes.)	1	\$ -	N/A	\$19,500.00	Payable 60 Days Past Notification of Availability for Implementation
CareConnect Lab Orders (Outbound to Quest) (Transmit electronically clinical lab-test Orders from Certified EHR Technology (CEHRT) to Laboratory.)	1	\$ -	N/A	\$4,800.00	Payable 60 Days Past Notification of Availability for Implementation
CareConnect Lab Orders (Outbound to LabCorp) (Transmit electronically clinical lab-test Orders from Certified EHR	1	\$ -	N/A	\$4,800.00	Payable 60 Days Past Notification of



Exhibit B - Additional Software, Services and Support

Technology (CEHRT) to Laboratory.)						Availability for Implementation
CareConnect Referral Connector – The point-to-point exchange of clinical summaries using Direct Messaging of referral records in order to meet the electronic messaging core objective requirement of MU2	1	\$	-	N/A	\$4,800.00	Payable 60 Days Past Notification of Availability for Implementation
CareConnect HIE Connector for CCD Transactions (unique capability to translate the files transmitted and received to match the formats required by both CONTRACTOR Care Records and the HIE operating systems.)	1	\$	-	N/A	\$4,800.00	Payable 60 Days Past Notification of Availability for Implementation
Plexus Consulting - CareConnect - HIE Implementation of CCDs	35	\$	-	N/A	\$7,000.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Plexus Consulting - Diagnosis Content Implementation	60	\$	-	N/A	\$12,000.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Plexus Consulting - myHealthPoint Implementation	50	\$	-	N/A	\$10,000.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Plexus Consulting - CareConnect Lab Orders Outbound (Quest)	15	\$	-	N/A	\$3,000.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Plexus Consulting - CareConnect Lab Orders Outbound (LabCorp)	15	\$	-	N/A	\$3,000.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Plexus Consulting - CareConnect - Single Lab Interface (LabCorp)	15	\$	-	N/A	\$3,000.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Plexus Consulting - CareConnect Referral Connector	25	\$	-	N/A	\$5,000.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Plexus Consulting - Perceptive POS Migration	60	\$	-	N/A	\$12,000.00	Payable upon the first day of FY 14/15 (7/1/2014)*
Subtotal:			\$13,412.28		\$154,563.94	

**A Discount of 3% will be applied to all Annual Subscription and Consulting amounts associated with CONTRACTOR Solutions paid within 30 days of the Invoice Date*



Exhibit B - Additional Software, Services and Support

New Purchases - THIRD PARTY Licenses and Annual Maintenance	Qty	FY 13/14 - 3/16/2014 Through 6/30/2014		FY 14/15 - 7/1/2014 Through 6/30/2015	
		Period Fees	Payment Terms	Period Fees	Payment Terms
Intersystems - Cache Enterprise Multi-Server, Platform Specific License	70	\$93,870.00	Payable upon the Execution of this Agreement		N/A
Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance	70	\$6,023.33	Payable upon the Execution of this Agreement	\$20,651.40	Payable upon the first day of FY 14/15 (7/1/2014)
Subtotal:		\$99,893.33		\$20,651.40	



Exhibit C- Optional Solutions (Contractor and Third Party)

	FY14/15	FY15/16	FY16/17	Payment Terms
	Price per Unit	Price per Unit	Price per Unit	
Optional Purchases- CONTRACTOR Licenses and Annual Maintenance				
Avatar RADplus Named User License	\$614	\$614	\$614	Payable upon the execution of Purchase Order
Avatar RADplus Named User License Annual Maintenance	\$168	\$168	\$168	Maintenance Fees will be invoiced based upon a pro-rated amount consistent with the date Riverside exercised the purchase order through the end of the County's Fiscal Year. From there, Maintenance will be billed in synch with the beginning of the County's Fiscal Year.



Exhibit C- Optional Solutions (Contractor and Third Party)

Optional Purchases of THIRD PARTY Licenses and Annual Maintenance	FY 14/15	FY 15/16	FY 16/17	Payment Terms
	Proposed Unit	Proposed Unit	Proposed Unit	
Intersystems - Cache Enterprise Multi-Server, Platform Specific License (Block of 25 Concurrent License)	\$33,525	\$34,866	\$36,260	Payment will be due upon the execution of each Purchase Order supporting the procurement of additional blocks (25) Cache Enterprise Multi-Server, Platform Specific licenses
Intersystems - Cache Enterprise Multi-Server, Platform Specific Annual Maintenance associated with 25 License Blocks	\$7,375.50	\$7670.52	\$7,977.20	Fees will be invoiced based upon a pro-rated amount consistent with the date Riverside exercised the purchase order through the end of the County's Fiscal Year



Exhibit D- Future Extensions of this Agreement

License Software Maintenance and Support - Renewals Avatar Core Products	Qty	FY 15/16 - 7/1/2015 Through 6/30/2016		FY 16/17 - 7/1/2016 Through 6/30/2017	
		Period Fees	Payment Terms	Period Fees	Payment Terms
Avatar RADplus Named User License Maintenance	1550	\$252,088.50	Payable upon the first day of FY 15/16 (7/1/2015)*	\$258,390.71	Payable upon the first day of FY 16/17 (7/1/2016)*
Avatar RADplus Test Server (8 Rad Users)	1	\$2,261.88	Payable upon the first day of FY 15/16 (7/1/2015)*	\$2,329.74	Payable upon the first day of FY 16/17 (7/1/2016)*
MyAvatar - CalIPM Maintenance	1	\$2,261.88	Payable upon the first day of FY 15/16 (7/1/2015)*	\$2,329.74	Payable upon the first day of FY 16/17 (7/1/2016)*
MyAvatar - Clinicians Workstation (CWS) Maintenance	1	\$2,261.88	Payable upon the first day of FY 15/16 (7/1/2015)*	\$2,329.74	Payable upon the first day of FY 16/17 (7/1/2016)*
MyAvatar - Managed Services Organization (MSO) Maintenance	1	\$2,261.88	Payable upon the first day of FY 15/16 (7/1/2015)*	\$2,329.74	Payable upon the first day of FY 16/17 (7/1/2016)*
MyAvatar - Client Funds Management System (CFMS) Maintenance	1	\$11,923.28	Payable upon the first day of FY 15/16 (7/1/2015)*	\$12,280.98	Payable upon the first day of FY 16/17 (7/1/2016)*
Avatar Web Services Suite - Maintenance	1	\$25,750.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$26,522.50	Payable upon the first day of FY 16/17 (7/1/2016)*
Avatar E-Signature Maintenance	1	\$2,261.88	Payable upon the first day of FY 15/16 (7/1/2015)*	\$2,329.74	Payable upon the first day of FY 16/17 (7/1/2016)*
Avatar -Addiction Severity Index (ASI) Maintenance	1	\$1,693.32	Payable upon the first day of FY 15/16 (7/1/2015)*	\$1,744.12	Payable upon the first day of FY 16/17 (7/1/2016)*
Avatar - Incident Tracking Maintenance	1	\$564.44	Payable upon the first day of FY 15/16 (7/1/2015)*	\$581.37	Payable upon the first day of FY 16/17 (7/1/2016)*
Avatar - Care Connect Maintenance	1	\$13,367.34	Payable upon the first day of FY 15/16 (7/1/2015)*	\$13,768.36	Payable upon the first day of FY 16/17 (7/1/2016)*



Exhibit D- Future Extensions of this Agreement

Avatar 24 x 7 Lite Support/Maintenance	1	\$26,853.46	Payable upon the first day of FY 15/16 (7/1/2015)*	\$27,659.06	Payable upon the first day of FY 16/17 (7/1/2016)*
Subtotal:		\$343,549.74		\$352,595.80	

**A Discount of 3% will be applied to all Annual Maintenance Amounts associated with CONTRACTOR Solutions that are paid within 30 days of the Invoice Date*

Software Subscription Services Renewals Connect Solutions	Qty	Period Fees	Payment Terms	Period Fees	Payment Terms
Care Connect - Syndromic Interface Subscription	1	\$3,375.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$3,375.00	Payable upon the first day of FY 16/17 (7/1/2016)*
Care Connect - Immunization Interface Subscription	1	\$3,375.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$3,375.00	Payable upon the first day of FY 16/17 (7/1/2016)*
Care Connect - Single Lab Interface Subscription (Quest)	1	\$3,375.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$3,375.00	Payable upon the first day of FY 16/17 (7/1/2016)*
Care Connect - Single Lab Interface Subscription (LabCorp)	1	\$3,375.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$3,375.00	Payable upon the first day of FY 16/17 (7/1/2016)*
OrderConnect - Base Fee	1	\$1,350.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$1,350.00	Payable upon the first day of FY 16/17 (7/1/2016)*
OrderConnect - Full Suite Prescriber Subscription	80	\$85,536.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$85,536.00	Payable upon the first day of FY 16/17 (7/1/2016)*
OrderConnect - Full Suite Non-Prescriber Subscription	162	\$22,745.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$22,745.00	Payable upon the first day of FY 16/17 (7/1/2016)*
Provider Connect	400	\$198,000.00	Payable upon the first day of FY 15/16 (7/1/2015)	\$198,000.00	Payable upon the first day of FY 16/17 (7/1/2016)*
Diagnosis Content Subscription Base Fee (ICD 10 / DSM V)	280	\$10,570.50	Payable upon the first day of FY 15/16 (7/1/2015)*	\$10,887.61	Payable upon the first day of FY 16/17 (7/1/2016)*



Exhibit D- Future Extensions of this Agreement

Diagnosis Content Subscription Additional Users	125	\$750.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$750.00	Payable upon the first day of FY 16/17 (7/1/2016)*
Care Guidance/Clinical Quality Metrics Benchmarking	1	\$19,500.00	Payable upon the first day of FY 15/16 (7/1/2015)	\$19,500.00	Payable upon the first day of FY 16/17 (7/1/2016)*
CareConnect Lab Orders (Outbound to Quest)	1	\$4,800.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$4,800.00	Payable upon the first day of FY 16/17 (7/1/2016)*
CareConnect Lab Orders (Outbound to LabCorp)	1	\$4,800.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$4,800.00	Payable upon the first day of FY 16/17 (7/1/2016)*
CareConnect Referral Connector	1	\$4,800.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$4,800.00	Payable upon the first day of FY 16/17 (7/1/2016)*
CareConnect HIE Connector for CCD	1	\$4,800.00	Payable upon the first day of FY 15/16 (7/1/2015)*	\$4,800.00	Payable upon the first day of FY 16/17 (7/1/2016)*
Subtotal:		\$371,151.50		\$371,468.61	

** A Discount of 3% will be applied to all Annual Subscription Amounts associated with CONTRACTOR Solutions that are paid within 30 days of the Invoice Date*

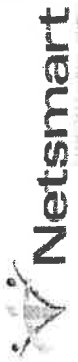


Exhibit D- Future Extensions of this Agreement

Third Party Subscriptions & Maintenance and Support Renewals	Qty	FY 15/16 - 7/1/2015 Through 6/30/2016		FY 16/17 - 7/1/2016 Through 6/30/2017	
		Period Fees	Payment Terms	Period Fees	Payment Terms
Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance	590	\$181,023.85	Payable upon the first day of FY 15/16 (7/1/2015)	\$188,264.81	Payable upon the first day of FY 16/17 (7/1/2016)
Intersystems - Cache Single Server License (Test Server) Maintenance	4	\$2,753.92	Payable upon the first day of FY 15/16 (7/1/2015)	\$2,864.08	Payable upon the first day of FY 16/17 (7/1/2016)
POS Powered by Perceptive Software - Scanning (Swap for Avatar POS)	1	\$3,605.00	Payable upon the first day of FY 15/16 (7/1/2015)	\$3,713.15	Payable upon the first day of FY 16/17 (7/1/2016)
MyHealth Point Personal Health Record (Swap for ConsumerConnect)	1	\$25,000.00	Payable upon the first day of FY 15/16 (7/1/2015)	\$25,000.00	Payable upon the first day of FY 16/17 (7/1/2016)
Iron Mountain - Software Escrow Service	1	\$725.00	Payable upon the first day of FY 15/16 (7/1/2015)	\$725.00	Payable upon the first day of FY 16/17 (7/1/2016)
Subtotal:		\$213,107.77		\$220,567.04	

Our 24x7 Lite solution provides a limited scope alternative to full 24x7 support coverage. This service will provide the assurance your organization needs during critical system situations that may arise during non-covered support hours.

Scope of Service:

- For 4 incidences per year
- Incidences cannot be carried over from year to year.
- The County recognizes this is a limited Service Level Agreement and any calls during non-covered support hours above the allotted 4 instances per year will not be supported.
- No network or hardware issues will be worked (please see standard support priority definitions)
- Up time support P1's – as defined in standard support agreement (*no alternative language possible*)
- This offer does not include services pertaining to upgrade efforts
- This option cannot be combine with any additional 24x7 services. (can't purchase two bundles)

When is coverage applicable? The standard maintenance and support agreement provides for Support Center access and active staffing between the hours of 9:00 am and 5:30 pm EST, Monday through Friday, exclusive of scheduled holidays. 24x7 Lite provides additional support to the standard agreement and covers Priority I issues from 5:30 pm until 9:00 am EST, as well as all weekends and holidays.

Extended Support:

24x7 Lite provides additional support to the standard agreement from 5:30 pm until 9 am (PST), as well as all weekends and holidays. When needing support, contact your standard solution support number. You will then be routed to an answering service. They will collect contact information, as well as basic issue information from you. The answering service will then contact the appropriate on-call support staff. A senior associate from the System Administration Group will return the call

Priority 1 Definition: Priority 1 calls are defined as catastrophic production issues. This priority will be assigned when the CONTRACTOR Program or a material CONTRACTOR Program Function component is non-operational as a result of a product defect. [Production environment only]. The Production system cannot be accessed or utilized in any capacity, a direct patient safety issue is present, or a HIPAA compliance violation as a result of a system defect.