

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

509



**FROM:** Riverside University Health System – Behavioral Health

**SUBMITTAL DATE:**

**SUBJECT:** Ratify the Ninth Amendment to the Agreement with Netsmart Technologies, Inc., to provide additional Behavioral Health Information System Products, Maintenance, and Support Services (District: All); [\$1,135,547] Federal Funds 27%, State Funds 73%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to execute the Ninth Amendment to the Agreement with Netsmart Technologies, Inc., for additional behavioral health information system products, maintenance and support services as follows:  
For FY15/16 increase the contract by \$909,931 from \$990,520 to \$1,900,451  
For FY16/17 increase the contract by \$225,616 from \$1,014,542 to \$1,240,158; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% annually through June 30, 2017.

(Continued on page 2)

SS:CL

*Maria T. Mabey*  
Maria T. Mabey, Assistant Director  
for Steve Steinberg, Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 909,931	\$ 225,616	\$ 1,135,547	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> 27% Federal, 73% State,				<b>Budget Adjustment:</b> NO	
				<b>For Fiscal Year:</b> 15/16 – 16/17	

**C.E.O. RECOMMENDATION:** APPROVE

County Executive Office Signature BY: *Christopher M. Hans*  
Christopher M. Hans

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington and Benoit  
Nays: None  
Absent: Tavaglione and Ashley  
Date: May 3, 2016  
xc: RUHS

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.: 6/17/14 (3-41)

District: All

Agenda Number:

3-17

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS  
DATE: 4/21/16

Departmental Concurrence

Purchasing & Fleet Services: Teresa Summers, Assistant Director

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Ratify the Ninth Amendment to the Agreement with Netsmart Technologies, Inc., to  
provide additional Behavioral Health Information System Products, Maintenance, and Support  
Services (District: All); [\$1,135,547] Federal Funds 27%, State Funds 73%**

**DATE:**

**PAGE:** Page 2 of 2

Effective upon the execution of Amendment #9, Exhibit "D" (Provisions for Future Extensions of this Agreement) has been updated to reflect the increase in Licenses owned by the County and Annual Maintenance and Support Fees associated with the additional purchases executed through Amendment #9. The specific increases are associated with:

1. The increase of 550 RADplus User Licenses owned by the County
2. The increase to the Annual Maintenance and Support Fees associated with RADplus User Licenses owned by the County
3. The increase of 275 Intersystems - Cache Enterprise Multi-Server, Platform Specific Licenses owned by the County
4. The increase to the Annual Maintenance and Support Fees associated with Intersystems - Cache Enterprise Multi-Server, Platform Specific Licenses owned by the County
5. The increase of 20 OrderConnect - Full Suite Prescriber Subscriptions activated by the County
6. The increase to the Annual Subscription Fees associated with OrderConnect - Full Suite Prescriber Subscriptions
7. The increase of one CareConnect Referral Connection Subscription activated by the County
8. The increase to the Annual Subscription Fees associated with CareConnect Referral Connection Subscription
9. The addition of 161 E-Prescribing Controlled Substances (EPCS) subscriptions and associated fees,
10. The addition of 30 E-Prescribing Controlled Substances (EPCS) token re-registrations

**BACKGROUND:**

**Summary**

On March 16, 2010, the Board of Supervisors approved Agenda 3.46 for a four year Agreement with Netsmart Technologies, Inc. to provide and implement an Electronic Behavioral Health Information System (BHIS). The agreement with Netsmart Technologies, Inc. expired on March 16, 2014, the Board of Supervisors approved Agenda 3-41 on June 17, 2014 to extend the terms of the Agreement through to June 30, 2017.

The Riverside University Health System – Behavioral Health (RUHS-BH) has identified the need for additional licenses for psychiatrists, nurses, clinical therapists, and other service providing staff. The Ninth Amendment to the agreement with Netsmart increases the number of available licenses.

**Impact on Citizens and Businesses**

The Electronic Health Record (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 improved quality and patient care, more efficient tracking of patients and costs, and better documentation and improved audit capabilities. The Agreement with Netsmart Technologies enables RUHS-BH to be in compliance with state and federal laws by providing an electronic health record.

**Contract History and Price Reasonableness**

RFP#MHARC-50 was issued on April 21, 2009. Netsmart Technologies was selected as the vendor by the evaluation committee. This 9<sup>th</sup> Amendment to the Agreement is required to provide RUHS-BH additional products and support services to enhance current clinical and billing processes.



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

PR2016-03797  
 Tracking Number for  
 Internal Use Only

<b>REQUESTED PURCHASE:</b>	<b>ELMR SYSTEM SOFTWARE AND MAINTENANCE AND SUPPORT SERVICES</b>		
<b>DEPARTMENT/AGENCY:</b>	<b>RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH</b>		
<b>CONTACT NAME/PHONE:</b>	<b>RYAN QUIST, PH.D (951) 955-7131 / CARL LOFTON (951) 955-7370</b>		
<b>PURCHASE REQUEST:</b>	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES	<input checked="" type="checkbox"/> UPGRADE	<input type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input type="checkbox"/> PROFESSIONAL SERVICES	<input checked="" type="checkbox"/> SOFTWARE	<input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	<p>The Riverside University Health System – Behavioral Health (RUHS-BH) is requesting approval to amend its agreement with Netsmart Technologies to increase the number of licensed users of the department’s federally required electronic medical record system (ELMR). The department needs to increase Avatar licenses by 550 and Cache licenses by 275 at a cost of \$733,301 to allow county staff and contracted staff access to ELMR. ELMR access is critical for the department to provide the quality behavioral health services the community needs. The increase in licenses is necessary to meet growing demand in the community for behavioral health services. The increase in licenses results in higher maintenance costs on a prorated basis for the remainder of FY 15/16 of \$68,455 and then to a full annual maintenance level for FY 16/17 of \$214,816. Additionally the department has included \$108,175 in FY 15/16 and \$10,800 in FY 16/17 for professional services support for system improvements including interfaces with Techcare and EPIC.</p> <p>The total costs associated with this amendment are \$1,135,547. FY 15/16 - \$909,931, FY 16/17 - \$225,616. This agreement is fully funded with State and Federal revenue, no additional County funds are required.</p>		
<b>BUSINESS NEEDS ADDRESSED</b>	<p>State and Federal law requires that all healthcare providers implement an electronic health records system by 2014. RUHS-BH transitioned from its legacy system to ELMR in 2010. ELMR meets federal electronic health record requirements necessary in order to receive Federal and State funding for behavioral health services. ELMR licenses, maintenance, and support levels are adjusted based on the number of staff and contractors requiring access to ELMR. Due to the implementation of the Affordable Care Act, RUHS-BH has experienced significant growth in behavioral health service demands within the community resulting in additional care providers requiring licenses.</p>		
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN		
<b>BUSINESS CRITICALITY</b>	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b>		
<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		
<b>BUSINESS RISKS</b>	<p>Financial: The increased costs associated with this amendment have been budgeted for FY 15/16 and are also included in the proposed RUHS-BH budget for FY 16/17.</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</p>		



**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

	achieved, jeopardizing Client care and the department's Federal and State revenue sources.																												
<b>ALTERNATIVE SOLUTIONS</b>	There are no alternatives to our existing ELMR system which was awarded to the county in a competitive bid process.																												
<b>TRANSACTION</b>	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase      Lease Years: _____																												
<b>PURCHASE COSTS</b>	<b>COST BENEFIT ANALYSIS</b>																												
Hardware: \$																													
Software: \$1,135,547																													
Labor: \$																													
<b>TOTAL COST: \$1,135,547</b>																													
	<table border="1"> <thead> <tr> <th></th> <th>ALTERNATIVE STATUS QUO</th> <th>ALTERNATIVE</th> <th>ALTERNATIVE</th> </tr> </thead> <tbody> <tr> <td>Current Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ongoing Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Annual Cost Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Net Annual Savings</b></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project Implementation Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project Payback Period? yrs</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE	Current Annual Cost				Ongoing Annual Cost				Annual Cost Savings				<b>Net Annual Savings</b>				Project Implementation Cost				Project Payback Period? yrs			
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Annual Cost Savings																													
<b>Net Annual Savings</b>																													
Project Implementation Cost																													
Project Payback Period? yrs																													
Department Head Signature: <i>[Signature]</i>	Date: 4/5/16																												

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Information Officer Signature: *[Signature]* Date: 4/5/16

**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: 4/5/16

**TSOC explanation for denied requests:**



**NINTH 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 by the Riverside County Purchasing Agent on June 13, 2012 for FY 2011/2012, amended for the sixth time by the Riverside County Purchasing Agent on June 17, 2014 for FY 2013/2014, amended for the seventh time by the Riverside County Purchasing Agent on December 17, 2014 for FY 2014/2015, amended for the eighth time for FY 2015/2016, and is hereby amended for the ninth time. This amendment increases the contract value by a total of \$1,135,546.96 based upon an increase of \$909,931.24 in FY2015/2016 and \$225,615.72 FY2016/2017.

The parties hereby agree that the Agreement is amended as follows:

1. Effective upon the execution of Amendment #9, there are no updates to, Exhibit "A" (Extension of Term for Support and Subscription Services) as the term associated with this Exhibit (FY 14/15 – 7/1/2014 Through 6/30/2015) has passed
2. Effective upon the execution of Amendment #9, Exhibit "B" (New Purchases of Additional Software, Services and Support) has been updated in the following manner to identify the new one-time fees for the purchase of licenses, hardware (e.g. Tokens), set-up fees, and/or professional services purchased by the County through this amendment:
  - a. Additional Purchase by the County of 550 RADplus User Licenses,
  - b. Additional Purchase by the County of 275 Intersystems - Cache Enterprise Multi-Server, Platform Specific Licenses,
  - c. Additional Purchase by the County of Set-up Fees for 161 E-Prescribing Controlled Substances (EPCS) Hard and Soft Tokens,
  - d. Additional Purchase by the County of three (3) hours of Professional Service for E-Prescribing Controlled Substances (EPCS) training/Implementation,
  - e. Additional Purchase by the County of Shipping and Handling fees associated with the delivery of the E-Prescribing Controlled Substances (EPCS) tokens,
  - f. Additional Purchase by the County of one (1) new CareConnect Referral Connector subscription to be used to establish a connection with NaphCare,

- g. Professional Services – CareConnect Consulting services to support the implementation of the Referral Connection between Avatar and NaphCare within the County,
  - h. Addition of a Direct-Message Mailbox for use with CareConnect. This addition to the agreement is being provided by Netsmart at no cost to the County,
  - i. Professional Services – Avatar Consulting Services
  - j. Professional Services – Avatar Consulting Services to support ongoing trouble-shooting of the Avatar MSO and Avatar CWS Modules
  - k. Managed IT Services to Establish and Perform Monthly Back-Up Tests
3. [Section Intentionally Left Blank]
4. Effective upon the execution of Amendment #9, Exhibit “D” (Provisions for Future Extensions of this Agreement) has been updated to reflect the increase in Licenses owned by the County and Annual Maintenance and Support Fees associated with the additional purchases executed through Amendment #9. The specific increases are associated with:
- a. the increase of 550 RADplus User Licenses owned by the County
  - b. the increase to the Annual Maintenance and Support Fees associated with RADplus User Licenses owned by the County
  - c. the increase of 275 Intersystems - Cache Enterprise Multi-Server, Platform Specific Licenses owned by the County
  - d. the increase to the Annual Maintenance and Support Fees associated with Intersystems - Cache Enterprise Multi-Server, Platform Specific Licenses owned by the County
  - e. the increase of 20 OrderConnect - Full Suite Prescriber Subscriptions activated by the County
  - f. the increase to the Annual Subscription Fees associated with OrderConnect - Full Suite Prescriber Subscriptions
  - g. the increase of one CareConnect Referral Connection Subscription activated by the County
  - h. the increase to the Annual Subscription Fees associated with CareConnect Referral Connection Subscription
  - i. the addition of 161 E-Prescribing Controlled Substances (EPCS) subscriptions and associated fees,
  - j. the addition of 30 E-Prescribing Controlled Substances (EPCS) token re-registrations
5. Effective upon the execution of Amendment #9, there are no updates to, Exhibit “E” (24X7 Lite Support Agreement).



- 6. With Amendment #9, Exhibit "F" (Managed IT Services Scope of Work) has been added to describe the services to be provided in establishing and executing monthly database back-up tests.
- 7. With Amendment #9, Exhibit "G" (Professional Services – Avatar Consulting Scope of Work) has been added to describe the services to be provided in establishing and executing monthly database back-up tests.

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.

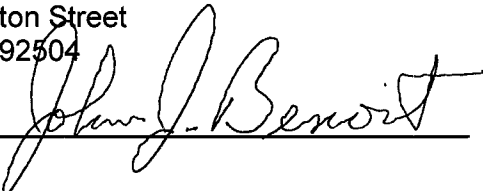
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment.

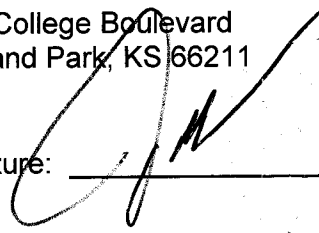
**COUNTY OF RIVERSIDE**

**NETSMART TECHNOLOGIES, INC.**

Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504

4950 College Boulevard  
Overland Park, KS 66211

Signature: 

Signature: 

Print Name: JOHN J. BENOIT

Print Name: Joseph McGovern


Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: Executive Vice President  
Netsmart Technologies, Inc.

Date: MAY 03 2016

Date: 3/21/16

**COUNTY COUNSEL**

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By   
DEPUTY

Neal Kipnis  
Approved as to Form

By   
Deputy County Counsel



**Exhibit A – Extension of Term for Support and Subscription Services**

Fy 14/15 - 7/1/2014 Through 6/30/2015			
License Software Maintenance and Support - Renewals	Qty	Period Fees	Payment Terms
<b>Avatar Core Products</b>			
Avatar RADplus Named User License Maintenance (purchased 8/31/11)	450	\$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		
Avatar RADplus Named User License Maintenance	650		
Avatar RADplus Named User License Maintenance	75	\$7,350.00	Payable upon execution of Amendment #7
Avatar RADplus Test Server (8 Rad Users) Maintenance	1	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar - CalPM Maintenance	1	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar - Clinicians Workstation (CWS) Maintenance	1	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar - Managed Services Organization (MSO) Maintenance	1	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar - Client Funds Management System (CFMS) Maintenance	1	\$11,576.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar Web Services Suite Maintenance	1	\$25,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar E-Signature Maintenance	1	\$2,196.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar -Addiction Severity Index (ASI) Maintenance	1	\$1,644.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar - Incident Tracking Maintenance	1	\$548.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar - Care Connect Maintenance	1	\$12,978.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
<b>Subtotal:</b>		<b>\$316,016.00</b>	

*\*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*





**Exhibit A – Extension of Term for Support and Subscription Services**

Fy 14/15 - 7/1/2014 Through 6/30/2015			
Third Party Subscriptions & Maintenance and Support Renewals	Qty	Period Fees	Payment Terms
Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance	590	\$174,061.40	Payable upon the first day of Fy 14/15 (7/1/2014)
Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance	75	\$12,907.13	Payable upon execution of Amendment #7
Intersystems - Cache Single Server License (Test Server) Maintenance	4	\$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	\$3,500.00	Payable upon the first day of Fy 14/15 (7/1/2014)
MyHealth Point Personal Health Record (Swap for ConsumerConnect)	1	\$25,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)
Iron Mountain - Software Escrow Service	1	\$725.00	Payable upon the first day of Fy 14/15 (7/1/2014)
<b>Subtotal:</b>		<b>\$218,841.53</b>	



**Exhibit A – Extension of Term for Support and Subscription Services**

		Fy 14/15 - 7/1/2014 Through 6/30/2015	
Software Subscription Services Renewals	Qty	Period	Payment
Connect Solutions		Fees	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	\$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	\$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	\$3,375.00	Payable 60 Days Past Notification of Availability for Implementation
OrderConnect - Base Fee	1	\$1,350.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
OrderConnect - Full Suite Prescriber Subscription	65	\$69,498.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
OrderConnect - Full Suite Non-Prescriber Subscription	132	\$18,533.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Provider Connect	400	\$198,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Avatar 24 x 7 Lite Support	1	\$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	\$9,329.00	Payable 60 Days Past Notification of Availability for Implementation)
Diagnosis Content Subscription Additional Users	125	\$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	\$4,800	Payable 60 Days Past Notification of Availability for Implementation
OrderConnect - Full Suite Prescriber Subscription	15	\$16,038.00	Payable upon the first day of Fy 14/15 (7/1/2014)*



**Exhibit A – Extension of Term for Support and Subscription Services**

OrderConnect - Full Suite Non-Prescriber Subscription	30	\$4,212.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Care Guidance/Clinical Quality Metrics Benchmarking (Clinical Quality Measures calculate based upon data from Avatar fed to CarePathways for reporting as well as benchmarking against other organizations. CareGuidance is the clinical decision support embedded within Avatar that guides toward optimal outcomes.)	1	\$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	\$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 Technology (CEHRT) to Laboratory.)	1	\$4,800.00	Payable 60 Days Past Notification of 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	\$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	\$4,800.00	Payable 60 Days Past Notification of Availability for Implementation
Plexus Consulting - CareConnect - HIE Implementation of CCDs	35	\$7,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Plexus Consulting - Diagnosis Content Implementation	60	\$12,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Plexus Consulting - myHealthPoint Implementation	50	\$10,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Plexus Consulting - CareConnect Lab Orders Outbound (Quest)	15	\$3,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Plexus Consulting - CareConnect Lab Orders Outbound (LabCorp)	15	\$3,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Plexus Consulting - CareConnect - Single Lab Interface (LabCorp)	9	\$1,800.00	Payable upon the first day of Fy 14/15 (7/1/2014)*



**Exhibit A – Extension of Term for Support and Subscription Services**

Plexus Consulting - CareConnect Referral Connector	25	\$5,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
Plexus Consulting - Perceptive POS Migration	60	\$12,000.00	Payable upon the first day of Fy 14/15 (7/1/2014)*
<b>Total</b>		<b>\$450,869.94</b>	



**Exhibit B - Additional Software, Services and Support**

		Fy 15/16 - 7/1/2015 Through 6/30/2016	
<b>New Purchases Added Through Amendment #9 – CONTRACTOR Support, Services and Subscriptions</b>	<b>Qty</b>	<b>Period Fees</b>	<b>Payment Terms</b>
Avatar RADplus Named User License	550	\$ 337,700.00	Payable upon execution of Amendment #9
Avatar RADplus Named User License Maintenance	550	\$30,800.00	Payable upon execution of Amendment #9
OrderConnect - Full Suite Prescriber Subscription	20	\$5,346.00	Payable upon execution of Amendment #9
OrderConnect - EPCS Per Prescriber Setup (Hard & Soft)	161	\$ 12,075.00	Payable upon execution of Amendment #9
OrderConnect E-Prescribing Controlled Substances (EPCS) subscriptions	161	\$3,864.00	Payable upon execution of Amendment #9
OrderConnect E-Prescribing Controlled Substances (EPCS) Token Re-Registrations	30	\$300.00	As incurred at \$50 per instance of Token Re-Registration
Professional Services - E-Prescribing Controlled Substances (EPCS) Training/Implementation	3 hrs	\$ 675.00	Payable upon execution of Training/Implementation
Shipping and Handling - E-Prescribing Controlled Substances (EPCS) tokens	1	\$ 20.00	Payable upon execution of Amendment #9
Direct Message Mailbox-CareConnect	1	\$0.00	Provided Gratis as part of Partnership Allowance
CareConnect Referral Connector – The point-to-point exchange of clinical summaries using Direct Messaging of referral records to/from NaphCare	1	\$0.00	Implementation to begin in Fy 16/17
Plexus Consulting - CareConnect Referral Connector to/from NaphCare	25 hrs	\$5,000.00	Billed Monthly As incurred.
Professional Services - Avatar MSO Consultant	253 hrs	\$0.00	\$101,000 Partnership Allowance
Professional Services – Avatar CWS Consultant	505 hrs	\$101,000	Billed Monthly As incurred.
Professional Services – Managed IT Services for Monthly Back-up Recovery.	N/A	\$1,500.00	Invoiced on a monthly basis at \$500 per month based upon the scope described in Exhibit F
<b>Subtotal:</b>		<b>\$ 498,280.00</b>	



**Exhibit B - Additional Software, Services and Support**

		Fy 15/16 - 7/1/2015 Through 6/30/2016	
New Purchases Added Through Amendment #9 -THIRD PARTY Licenses and Annual Maintenance	Qty	Period Fees	Payment Terms
Intersystems - Cache Enterprise Multi-Server, Platform Specific License	275	\$383,526.00	Payable upon execution of Amendment #9
Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance	275	\$28,125.24	Payable upon execution of Amendment #9
<b>Subtotal:</b>		<b>\$ 411,651.24</b>	



**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	1475	\$265,003.50	Payable upon the first day of Fy 15/16 (7/1/2015)*	\$271,628.58	Payable upon the first day of Fy 16/17 (7/1/2016)*
Avatar RADplus Named User License Maintenance	100	\$14,000.00	Payable upon execution of Amendment #8	\$16,800.00	Payable upon the first day of Fy 16/17 (7/1/2016)*
Avatar RADplus Named User License Maintenance	550	Defined in Exhibit B		\$92,400.00	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)*
Avatar - CalPM 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 - 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)*
Avatar - 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)*
Avatar - 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)*



**Exhibit D- Future Extensions of this Agreement**

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)*
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)*
<b>Subtotal:</b>		<b>\$370,464.74</b>		<b>\$475,633.67</b>	

*\*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	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)*





**Exhibit D- Future Extensions of this Agreement**

		Defined in Exhibit B		Payable upon the first day of Fy 16/17 (7/1/2016)*
OrderConnect - Full Suite Prescriber Subscription	20		\$21,384.00	Payable upon the first day of Fy 16/17 (7/1/2016)*
OrderConnect - Full Suite Non-Prescriber Subscription	162	\$22,745.00	\$22,745.00	Payable upon the first day of Fy 15/16 (7/1/2015)*
Provider Connect	400	\$198,000.00	\$198,000.00	Payable upon the first day of Fy 15/16 (7/1/2015)*
Diagnosis Content Subscription Base Fee (ICD 10 / DSM V)	280	\$10,570.50	\$10,887.61	Payable upon the first day of Fy 15/16 (7/1/2015)*
Diagnosis Content Subscription Additional Users	125	\$750.00	\$750.00	Payable upon the first day of Fy 15/16 (7/1/2015)*
Care Guidance/Clinical Quality Metrics Benchmarking	1	\$19,500.00	\$19,500.00	Payable upon the first day of Fy 15/16 (7/1/2015)*
CareConnect Lab Orders (Outbound to Quest)	1	\$4,800.00	\$4,800.00	Payable upon the first day of Fy 15/16 (7/1/2015)*
CareConnect Lab Orders (Outbound to LabCorp)	1	\$4,800.00	\$4,800.00	Payable upon the first day of Fy 15/16 (7/1/2015)*
CareConnect Referral Connector	1	\$4,800.00	\$4,800.00	Payable upon the first day of Fy 15/16 (7/1/2015)*



**Exhibit D- Future Extensions of this Agreement**

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)*
OrderConnect E-Prescribing Controlled Substances (EPCS) subscriptions	161	Defined in Exhibit B		\$15,456.00	Payable upon the first day of Fy 16/17 (7/1/2016)*
OrderConnect E-Prescribing Controlled Substances (EPCS) Token Registrations	30	Defined in Exhibit B		\$1,200.00	As incurred at \$50 per instance of Token Registration
CareConnect Referral Connector to/from NaphCare	1	Defined in Exhibit B		\$4,800.00	Payable upon the first day of Fy 16/17 (7/1/2016)*
Direct Message Mailbox-CareConnect	1	Defined in Exhibit B		\$0.00	Provided Gratis as part of Partnership Allowance
Professional Services – Managed IT Services for Monthly Back-up Recovery.	N/A	Defined in Exhibit B		\$6,000.00	Invoiced on a monthly basis at \$500 per month based upon the scope described in Exhibit F
<b>Subtotal:</b>		<b>\$371,151.50</b>		<b>\$420,308.61</b>	

*\*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*

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	665	\$204,035.41	Payable upon the first day of Fy 15/16 (7/1/2015)	\$212,196.83	Payable upon the first day of Fy 16/17 (7/1/2016)
Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance	50	\$12,784.20	Payable upon execution of Amendment #8	\$15,341.04	Payable upon the first day of Fy 16/17 (7/1/2016)



**Exhibit D- Future Extensions of this Agreement**

Intersystems - Cache Enterprise Multi-Server, Platform Specific Maintenance	275	Defined in Exhibit B	\$84,375.72	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)
<b>Subtotal:</b>		<b>\$248,903.53</b>	<b>\$344,215.82</b>	

## Exhibit E- 24x7 Lite Support Agreement

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.

In order to provide a consistently stable environment and assure successful back-ups Netsmart will provide IT Services to assist Riverside County with making necessary improvements to the backup process so that data may be restored properly. Under the terms of this agreement Netsmart will initially perform a three-phased start-up effort designed to establish a solid baseline of back-up operations. Subsequent to this start-up effort, Netsmart will provide monthly activities to monitor and validate back-ups each month.

### Start-Up Phases

Phase 1: Review backup procedure. In this phase Netsmart will review the backup process to confirm that the routines are properly structured. We will make observations about the process and document any recommendations for improvement. This phase is a documentation review and interview with existing technology staff to understand how backups are accomplished.

Phase 2: Review backup technology solution. Netsmart will review the backup system's technology solution which includes the hardware and software. We will gain an understanding about the architecture of the hardware and software used to perform the backup process described in Phase 1. Netsmart will review the hardware and software configuration, amount of data that is backed up and total time required for the backup to run successfully. Existing documentation about the success of backup jobs that run in different intervals (daily, monthly, quarterly, etc.) will be reviewed. Observations and recommendations will be documented.

Phase 3: Test data restore process. Netsmart will attempt to restore data from the existing backup solution and document results. We will follow the restore process from phase 1 and utilize the technology solution in Phase 2. This phase will be complete prior to making any recommended changes from the phases above in order to set a baseline of performance and validate observations.

### Monthly Monitoring and Back-Up Validation

Netsmart will install our monitoring solution to monitor the health of backup jobs 24x7x365. We will document and perform a monthly restore procedure that will be coordinated between Netsmart and Riverside County.

### Ad-Hoc Back-Up Issue Remedy

During the monthly monitoring and validation, if issues with the back-ups are identified, the application of Netsmart Resources to diagnosis and remedy the root cause of said issues will be acted upon based on agreed escalation procedures and billable based upon the rate of \$150 per hour. Recommendations for improvement will include an estimate of time and expected benefit.

### Resource Plan

Netsmart's managed services associates will provide the resources to accomplish the objectives of this engagement.

Netsmart is organized to provide infrastructure engineering and remote network monitoring services through our managed services team. We have a network engineering associates and a 24x7x365 network operations center that will be utilized to accomplish the objectives of this engagement.

The table below lists the individuals and the role for which each individual will be responsible.



## Exhibit F- Managed IT Services Scope of Work

Name*	Title	Role
Phil Martino	Executive Vice President	Quality Assurance
Dan Krage	Director of Operations	Network Engineering and NOC
Kevin Murphy	Senior Consultant	Network Engineering
24x7x365 Central Services		Backup system monitoring

### Deliverables

The deliverable for this engagement will include the following items:

- o Report with observations and recommendations from phase 1 and phase 2.
- o Results of the data restore process from phase 3.
- o Monthly report on the success of the restore and health status of the backup solution.  
This is an ongoing monthly deliverable.

### Fees and Contract Duration

This engagement is both a onetime project and an ongoing monthly recurring service. Our analysis of the existing backup solution as well as one attempt to restore data would require an estimated 60 hours from our engineering team. The cost for this start-up effort is included in the monthly fees.

The monthly monitoring and backup restore test will be invoiced on a monthly basis at \$500 per month based upon the scope described above.

If issues are with the back-ups are identified, the application of Netsmart Resources to diagnosis and remedy the root cause of said issues will be acted upon based on agreed escalation procedures and billable based upon the rate of \$150 per hour.

All Services are anticipated to be delivered remotely, but should on-site activities be required, travel time and all Actual approved travel expenses will be invoiced to Riverside County and typically include airfare, hotel, transportation and meals.

Payment terms on invoices are net 15 days.



## **Exhibit G- Avatar Consulting Services Scope of Work**

In order to augment the County's staff and provide assistance in executing several project related efforts, Netsmart Avatar Consultants will be assigned to work with Riverside County based upon the following criteria:

- a. Avatar MSO Consultant –
  - i. 25% time during the 6 month duration (i.e. 505 Hours)
  - ii. Working remotely
  - iii. Performing Troubleshooting and Training necessary to stabilize their current PCONN/MSO/CalPM operations
  - iv. The Avatar MSO Consultant will interface directly with PCONN and MSO engineers to expedite Support Requests
  - v. As a Partnership Discount, for the 505 Hours associated with this assignment there will be no charge to the County.
  
- b. Avatar CWS Consultant
  - i. 25% time during the 6 month duration (i.e. 505 Hours)
  - ii. Remote and on-site activities
  - iii. Executing the top suggestions for resolving the Client's end-user issues as identified during the on-site analysis performed 7/21/2015 – 7/22/2015 and other supporting events
  - iv. To be billed at normal Consulting Rates \$200 (\$101,000)