



Tehama County Minutes Certification

File Number: 24-2189

Enactment Number: MISC. AGR 2024-377

6. HEALTH SERVICES AGENCY / MENTAL HEALTH 24-2189

a) AGREEMENT - Approval and authorization for the Executive Director to sign Amendment #2 with Netsmart Technologies (Misc. Agree #2023-205 amended by Misc. Agree#2024-305) for the provision of electronic health record software licenses, maintenance, and the mandatory implementation of new state requirements for CalAIM, with a maximum compensation not to exceed \$983,931.12, effective on the date of execution and shall terminate 6/30/25.

Enactment No: MISC. AGR 2024-377

Approval of the Consent Agenda.

A motion was made by Supervisor Nolen, seconded by Supervisor Moule, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Pati Nolen

SECONDER: William Moule

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen,
Vice Chair Hansen, and Chairperson Leach

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 12/17/2024.

Attest:

A handwritten signature in black ink, appearing to read "Sean Houghtby", is written over a horizontal line.

Deputy

January 17, 2025

Date Certified

AMENDMENT #2
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND NETSMART TECHNOLOGIES, INC

This Amendment to Agreement Number #2023-205, dated June 14, 2023, by and between the County of Tehama, through its Health Services Agency (County) and Netsmart Technologies, Inc (Contractor) for the provision of Application Managed Services (AMS) consulting services, effective on date of execution, shall be amended as follows:

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, after satisfactorily completing the duties described in this Agreement in accordance with its terms. The Maximum Compensation payable under this Agreement shall not exceed \$983,931.12. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

It is mutually agreed that all other terms and conditions of Agreement Number 2023-205, as amended by Agreement Number 2024-305, shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 12-9-24

COUNTY OF TEHAMA

Jayne S. Bottke
Jayme S. Bottke, Executive Director

Date: 12/5/2024

NETSMART TECHNOLOGIES, INC.

Joseph McGovern
Joseph McGovern, Executive Vice President

108986
Vendor Number

Standard Form of Amendment – Services adopted 4-27-10

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency

Vendor Name: Netsmart Technologies, Inc.

Contract Description: Amendment #2 to Agreement Number 2023-205

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 12/05/2024