

**FIFTH AMENDMENT
LICENSE AND SERVICE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NETSMART TECHNOLOGIES, INC.
FOR FISCAL YEARS 2014-2015 THROUGH 2019-2020**

This Fifth Amendment to the Netsmart Customer License and Service Agreement dated May 12, 2015, as amended on June 28, 2016, July 18, 2017, June 26, 2018 and November 13, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "LICENSEE," and Netsmart Technologies, Inc., a Delaware corporation authorized to do business in the State of California, hereinafter referred to as "NETSMART," is entered into this 2 day of April, 2019.

WHEREAS, LICENSEE, by and through its Department of Health and Human Services – Mental Health, desired to use and operate the Avatar electronic health record software system and receive related training, support and project management services; and

WHEREAS, on May 12, 2015, LICENSEE and NETSMART entered into a Netsmart Customer License and Service Agreement ("License and Service Agreement") regarding the use and operation of the Avatar system and the provision of related training, support and project management services; and

WHEREAS, on June 28, 2016, July 18, 2017, June 26, 2018 and November 13, 2018, LICENSEE and NETSMART agreed to amend the License and Service Agreement to extend the term thereof, expand the scope of services provided thereunder, adjust the rates of compensation set forth therein and add a provision regarding counterpart execution thereto; and

WHEREAS, the parties now desire to amend certain provisions of the License and Service Agreement in order to further extend the term thereof, expand the scope of services provided thereunder and adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 5 – Term of the License and Service Agreement is hereby amended to read as follows:

5. TERM:

The term of this Agreement shall begin on July 1, 2014 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein. For avoidance of doubt, the license granted to LICENSEE is perpetual.

2. The License and Service Agreement is hereby amended to delete Exhibit 1 – Schedule A – Deliverables, Pricing and Payment Terms ("Schedule A"), and replace it in its entirety with the modified version of Schedule A that is attached hereto and incorporated herein by reference. The modified version of Schedule A attached hereto shall supersede any and all prior versions thereof as of the effective date of this Fifth Amendment.

3. Except as modified herein, the License and Service Agreement dated May 12, 2015, as amended on June 28, 2016, July 18, 2017, June 26, 2018 and November 13, 2018, shall remain in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the original

License and Service Agreement, or any prior amendments hereto, the provisions of this Fifth Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this Fifth Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.


NETSMART TECHNOLOGIES, INC.:

By:  _____

Date: 03-15-2019

Name: JOSEPH MCGOVERN

Title: Executive Vice President

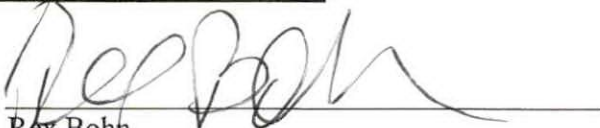
By:  _____

Date: 3/15/19

Name: TIMOTHY DONOVAN

Title: CORPORATE COUNSEL

COUNTY OF HUMBOLDT:

By:  _____

Date: 4/2/19

Rex Bohn
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____

Date: 03/18/2019

Risk Management

LIST OF EXHIBITS:

Exhibit 1 – Schedule A – Deliverables, Pricing and Payment Terms

**EXHIBIT 1 – SCHEDULE A
DELIVERABLES, PRICING AND PAYMENT TERMS**

Netsmart Technologies, Inc.
For Fiscal Years 2014-2015 through 2019-2020

Netsmart Programs	Quantity	Amount	Due -- Invoices payable net 30 days
<u>Netsmart Programs Already licensed under Prior Agreement</u>			
RADplus – Named Users: Includes Avatar System access and security management, modeling, table and dictionary maintenance and ad-hoc report integration	392	\$0	Already licensed under Prior Agreement (ongoing maintenance fees apply)
Avatar Practice Management – Includes system management, client tracking, scheduling and reporting functions	1	\$0	Already licensed under Prior Agreement
Clinician Workstation – includes system management, assessment, progress notes, treatment planning and reporting functions	1	\$0	Already licensed under Prior Agreement
Avatar Order Entry License	1	\$0	Already licensed under Prior Agreement
Avatar eMAR License	1	\$0	Already licensed under Prior Agreement
Avatar Electronic Signature License	1	\$0	Already licensed under Prior Agreement
<u>Third Party Products and Services</u>			
Avatar Perceptive POS Scanning License	1	\$0	Already licensed under Prior Agreement
Avatar Perceptive Batch Scanning License	1	\$0	Already licensed under Prior Agreement
Avatar Cache Elite, Multi Server Platform Specific License – Concurrent	54	\$0	Already licensed under Prior Agreement (ongoing maintenance fees apply)
Avatar Cache Enterprise License, Platform Specific, Single Server	63	\$0	Already licensed under Prior Agreement (ongoing maintenance fees apply)
Avatar Cache Enterprise License, Platform Specific, Single Server	5	\$0	Already licensed under Prior Agreement (ongoing maintenance fees apply)
AVATAR WEB SERVICES		\$0	Already licensed under Prior Agreement
<u>Annual Recurring Charges and Subscriptions</u>			
Annual Maintenance and Support (existing RADplus and Cache Maintenance)			
Avatar RADplus (Mnt)	392	\$97,978.77	Invoiced annually
Avatar Order Entry (OE) (Mnt)	1	\$8,544.12	Invoiced annually – to be prorated at the start of the project for the remainder of the annual term.
AVATAR WEB SERVICES MAINTENANCE		\$4,542.72	Invoiced annually
Caché Enterprise Multi-Server Platform Spec (Mnt)	63	\$15,662.21	Invoiced annually
Caché Elite Multi-Server, Platform Spec (Mnt)	59	\$12,105.68	Invoiced annually
Document Capture Maintenance (includes what was previously Avatar Perceptive POS Scanning Maintenance and Avatar Perceptive Batch Scanning Maintenance)	1	\$2,249.73	Invoiced annually
Annual Iron Mountain Escrow		\$4,094.50	Invoiced annually
<u>Netsmart Services</u>			
Order Entry and eMar Implementation		\$0	Services not yet performed as requested by the County.
Perceptive Document/Data Conversion		\$0	Already licensed under Prior Agreement
PROFESSIONAL SERVICES HOURS (275 AT \$200/HOUR)		\$55,000.00	Invoiced monthly for hours used.

Diagnosis Content on Demand Subscription	1	\$5,648.26	Invoiced Annually
ORDERCONNECT NON-PRESCRIBER	59	10,140.00	Invoiced annually
ORDERCONNECT EPREScriBER (SUB)	24	23,774.40	Invoiced annually
ORDERCONNECT BASE FEE (SUB)		\$1,482.00	Invoiced annually
ORDERCONNECT ELECTRONIC PRESCRIBING OF CONTROLLED SUBSTANCES (EPCS) SUBSCRIPTION(\$8/MONTH/PRESCRIBER - INVOICED ANNUALLY)	14	\$1,904.00	Invoiced annually (includes remainder of FY 2018-2019 subscription)
ADDITIONAL ORDERCONNECT EPCS SUBSCRIPTIONS AS NEEDED	UP TO 16	UP TO \$1,536	Invoiced annually, prorated from date of purchase.
ADDITIONAL ORDERCONNECT EPCS TOKENS AS NEEDED		UP TO \$2000	Invoiced when hardware is ordered
ADDITIONAL Avatar RADplus Named User Licenses as needed	25	UP TO \$20,000.00	One Time Charge (ongoing maintenance fees apply)
ADDITIONAL RADPLUS – NAMED USERS: INCLUDES AVATAR SYSTEM ACCESS AND SECURITY MANAGEMENT, MODELING, TABLE AND DICTIONARY MAINTENANCE AND AD-HOC REPORT INTEGRATION AS NEEDED	25	UP TO \$2,800.00	Invoiced annually – prorated to align with purchase date and end of FY
ADDITIONAL ORDERCONNECT NON-PRESCRIBER	UP TO 15	\$2,340.00	\$13/provider/month invoiced annually. Pro-rated from purchase date.
ADDITIONAL DIAGNOSIS CONTENT ON DEMAND		UP TO \$70.20	Invoiced annually, pro-rated to align with purchase date. 3% of non-prescriber licenses purchased
MICROMEDEX FOR ORDERENTRY		\$2,465.76	Invoiced annually
CARECONNECT INBOX	392	\$23,520.00	Invoiced annually, prorated from start date if purchased
	Total	\$297,858.35	

TRAVEL AND LIVING AND TRAVEL TIME EXPENSES
Travel time will be billed at a rate of \$150 per hour.
Billed monthly as incurred at the most economical rates

Travel and Living Expenses are as follows:

- Meals: Netsmart's current daily per diem rate is \$65.00
- Airline: Coach Class on Major Airlines including any additional fees applied by the airline
- Vehicle: Vehicle usage will be reimbursed at the current IRS Allowance
- Rental Car: Mid-Size vehicle at local rates plus fuel, tolls, parking
- Hotel: At local rates