

**FOURTH AMENDMENT  
LICENSE AND SERVICE AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
NETSMART TECHNOLOGIES, INC.  
FOR FISCAL YEARS 2014-2015 THROUGH 2018-2019**

This Fourth Amendment to the Netsmart Customer License and Service Agreement dated May 12, 2015, as amended on June 28, 2016, July 18, 2017 and June 26, 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 13 day of November, 2018.

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 and June 26, 2018, LICENSEE and NETSMART agreed to amend the License and Service Agreement to extend the term thereof, expand the scope services provided thereunder and adjust the rates of compensation set forth therein; and

WHEREAS, the parties now desire to amend certain provisions of the License and Service Agreement in order to further expand the scope of services provided thereunder, adjust the rates of compensation set forth therein and add a provision regarding counterpart execution thereto.

NOW THEREFORE, the parties mutually agree as follows:

1. The License and Service Agreement is hereby amended to include the following provision regarding counterpart execution:

56. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

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 Fourth Amendment.
3. Except as modified herein, the License and Service Agreement dated May 12, 2015, as amended on June 28, 2016, July 18, 2017 and June 26, 2018, shall remain in full force and effect. In the event of

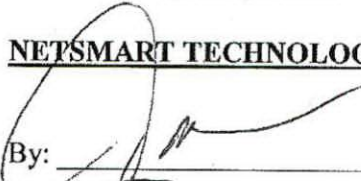
a conflict between the provisions of this Fourth Amendment and the original License and Service Agreement, or any prior amendments thereto, the provisions of this Fourth Amendment shall govern.

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

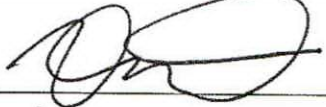
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

**NETSMART TECHNOLOGIES, INC.:**


By:   
Name: Joseph McGovern  
Title: EVP

Date: 11-01-2018

By:   
Name: DAVID STROCCHIA  
Title: SVP

Date: 11/1/2018

**COUNTY OF HUMBOLDT:**

By:   
Ryan Sundberg  
Chair, Humboldt County Board of Supervisors

Date: 11/13/18

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 11/08/2018

**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 2018-2019

<b>Netsmart Programs</b>	<b>Qty</b>	<b>Amount</b>	<b>Due – Invoices payable net 30 days</b>
<b><u>Netsmart Programs Already licensed under Prior Agreement</u></b>			
RADplus – Named Users: Includes Avatar System access and security management, modeling, table and dictionary maintenance and ad-hoc report integration	367	\$0	Already licensed under Prior Agreement (ongoing maintenance fees apply and are listed below)
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
<b><u>Third Party Products and Services</u></b>			
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 and are listed below)
Avatar Cache Enterprise License, Platform Specific, Single Server	63	\$0	Already licensed under Prior Agreement (ongoing maintenance fees apply and are listed below)
Avatar Cache Enterprise License, Platform Specific, Single Server	5	\$0	Already licensed under Prior Agreement (ongoing maintenance fees apply and are listed below)
AVATAR WEB SERVICES		\$0	Already licensed under Prior Agreement
<b><u>Annual Recurring Charges and Subscriptions</u></b>			
<b><u>Annual Maintenance and Support (existing RADplus and Cache Maintenance)</u></b>			
Avatar RADplus (Mnt)	367	\$45,005.18	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
Avatar Order Entry (OE) (Mnt)	1	\$8,215.50	Invoiced annually – to be prorated at the start of the project for the remainder of the annual term.
AVATAR WEB SERVICES MAINTENANCE		\$2,184.00	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
Caché Enterprise Multi-Server Platform Spec (Mnt)	63	\$7,529.91	Invoiced annually – prorated to align with fiscal year ending 6/30/2019

Caché Elite Multi-Server, Platform Spec (Mtn)	59	\$5,820.04	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
Document Capture Maintenance (includes what was previously Avatar Perceptive POS Scanning Maintenance and Avatar Perceptive Batch Scanning Maintenance)	1	\$1081.60	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
Annual Iron Mountain Escrow ..		\$1,968.51	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
<b>NetSMART Services</b>			
Order Entry and eMar Implementation		\$0	n/a – Services not yet performed as requested by the County.
Perceptive Document/Data Conversion		\$0	Already licensed under Prior Agreement
PROFESSIONAL SERVICES HOURS (325 AT \$200/HOUR)		\$65,000.00	Invoiced monthly for hours used.
Diagnosis Content on Demand Add-On (Sub) (batch 1)	1	\$111.62	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
Diagnosis Content on Demand Add-On (Sub) (batch 2)	1	\$81.55	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
Diagnosis Content on Demand Subscription	1	\$3,564.00	Invoiced Annually
Diagnosis Content on Demand Subscription – DSM	1	\$1,392.00	Invoiced Annually
ORDERCONNECT NON-PRESCRIBER		\$468.00	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
ORDERCONNECT NON-PRESCRIBER (SUB) (REPLACING INFOSCRIBER NON-PRESCRIBING USER)		\$57.00	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
ORDERCONNECT NON-PRESCRIBER (REPLACING INFOSCRIBER PRESCRIBER AGENT)	30	\$2,565.00	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
ORDERCONNECT NON-PRESCRIBER (SUB) (REPLACING INFOSCRIBER PRESCRIBER)	10	\$5,130.00	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
ORDERCONNECT BASE FEE (SUB) (REPLACING INFOSCRIBER INTEGRATION FEE)		\$712.50	Invoiced annually – prorated to align with fiscal year ending 6/30/2019
ORDERCONNECT ELECTRONIC PRESCRIBING OF CONTROLLED SUBSTANCES (EPCS) (\$8/MONTH/PRESCRIBER - INVOICED ANNUALLY)	UP TO 30	UP TO \$2,880	
ORDERCONNECT EPCS TOKENS		UP TO \$2000	
<b>ADDITIONAL ITEMS UNDER FOURTH AMENDMENT</b>			
ADDITIONAL ORDERCONNECT NON-PRESCRIBER (REPLACING INFOSCRIBER NON PRESCRIBER AGENT)	26	\$2,704.00	Invoiced annually – prorated to align with fiscal year ending 6/30/2019. Due upon execution.
ADDITIONAL ORDERCONNECT PRESCRIBER (SUB) (REPLACING INFOSCRIBER PRESCRIBER)	14	\$8,400.00	Invoiced annually – prorated to align with fiscal year ending 6/30/2019. Due upon execution.
ADDITIONAL Avatar RADplus Named User Licenses	25	\$20,000.00	One Time Charge (ongoing maintenance fees apply). Due upon execution.
ADDITIONAL RADPLUS – NAMED USERS: INCLUDES AVATAR SYSTEM ACCESS AND SECURITY MANAGEMENT, MODELING, TABLE AND DICTIONARY MAINTENANCE AND AD-HOC REPORT INTEGRATION	25	\$2,800.00	Invoiced annually – prorated to align with fiscal year ending 6/30/2019. Due upon execution.
ADDITIONAL DIAGNOSIS CONTENT ON DEMAND ADD-ON (SUB)	1	\$112.00	Invoiced annually – prorated to align with fiscal year ending 6/30/2019. Due upon execution.
	<b>Total</b>	<b>\$189,782.41</b>	