

**SECOND AMENDMENT  
LICENSE AND SERVICE AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
NETSMART TECHNOLOGIES, INC.  
FOR FISCAL YEARS 2014-2015 THROUGH 2017-2018**

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

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 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, LICENSEE and NETSMART agreed to amend the License and Service Agreement to extend the term thereof, expand the scope of services provided thereunder and increase the maximum amount payable to NETSMART for the provision of such services; and

WHEREAS, the parties now desire to amend certain provisions of the License and Service Agreement to 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, 2018, 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 August 1, 2017.

3. Except as modified herein, the License and Service Agreement dated May 12, 2015, as amended on June 28, 2016, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original License and Service Agreement, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Second 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:  \_\_\_\_\_

Date: 6/26/17

Name: Joseph McGovern

Executive Vice President

Title: Netsmart Technologies, Inc.

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

Date: 6/26/17

Name: Timothy Donovan

Title: Vice President + General Counsel

**COUNTY OF HUMBOLDT:**

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

Date: 7/18/17

Virginia Bass

Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

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

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

Risk Management

**EXHIBIT 1 – SCHEDULE A  
DELIVERABLES, PRICING, AND PAYMENT TERMS  
NETSMART TECHNOLOGIES, INC.  
FOR FISCAL YEARS 2014-2015 THROUGH 2017-2018**

<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	342	\$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
Avatar RADplus Named User License(343-367)	25	\$20,000 00	One time charge (ongoing maintenance fees apply)
<b><u>Thrd 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
Document Capture Maintenance (includes what was previously Avatar Perceptive POS Scanning Maintenance and Avatar Perceptive Batch Scanning Maintenance)	1	\$2,080	Due annually on 7/1, with 4% annual increase effective 7/1/17
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 Cache Elite Multi-Server, Platform Spec License	5	\$4,270 00	One time charge (ongoing maintenance fees apply)
<b><u>Annual Recurring Charges and Subscriptions</u></b>			
Annual Maintenance and Support (existing RADplus and Cache Maintenance)		\$107,061 41 annually	Due annually 12/31 with 4% annual increase
Additional Named User Maintenance		\$4,200 00 Annually	Due annually 12/31 with 4% annual increase

Additional Cache Maintenance purchased 04/18/14		\$960.00 annually	Due annually 12/31 with 4% annual increase
Annual Iron Mountain Escrow		\$3,785.60 annually	Due annually 12/31 with 4% annual increase
<b><u>Netsmart Services</u></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
PLEXUS ADVANCED PROFESSIONAL SERVICES (275 AT \$225/HOUR)		\$61,875	Invoiced monthly for hours used.
AVATAR WEB SERVICES		\$0	Already licensed under Prior Agreement
AVATAR WEB SERVICES MAINTENANCE		\$4,200	Due annually 12/31 with 4% annual increase
DIAGNOSIS CONTENT ON DEMAND SUBSCRIPTION (ICD10/DSM5)		\$5,090.40	Invoiced annually
ADDITIONAL DIAGNOSIS CONTENT ON DEMAND (ICD10/DSM5)		\$206.40	Invoiced annually
<p><b>TRAVEL AND LIVING AND TRAVEL TIME EXPENSES</b>  Travel time will be billed at a rate of \$150 per hour.  Billed monthly as incurred at the most economical rates</p> <p>Travel and Living Expenses are as follows:</p> <p>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</p>			