
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 19, 2020**

Streamline Health Solutions, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

0-28132
(Commission
File Number)

31-1455414
(I.R.S. Employer
Identification No.)

11800 Amber Park Dr., Suite 125
Alpharetta, GA 30009
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(888) 997-8732**

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	STRM	The NASDAQ Capital Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 8.01. Other Events.

On October 19, 2020, Streamline Health Solutions, Inc. (the “Company”) amended the 2005 Incentive Compensation Plan, as amended (the “2005 Plan”) via Amendment No. 3 to the 2005 Plan (the “Amendment”). The Amendment amended the 2005 Plan to align the terms relating to surrendered shares under the 2005 Plan with the terms relating to surrendered shares in the Third Amended and Restated 2013 Stock Incentive Plan. The foregoing summary of the Amendment is not complete and is qualified in its entirety by the Amendment, a copy of which is filed as Exhibit 10.2(c) to this Current Report on Form 8-K and is incorporated herein by reference in its entirety.

Item 9.01(d). Financial Statements and Exhibits.

[10.2\(c\) Third Amendment to Streamline Health Solutions, Inc. 2005 Incentive Compensation Plan.](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Streamline Health Solutions, Inc.

Date: October 20, 2020

By: /s/ Thomas J. Gibson

Name: Thomas J. Gibson

Title: Chief Financial Officer

EXHIBIT INDEX

Exhibit No. **Description**

10.2(C) [Third Amendment to the Streamline Health Solutions, Inc. 2005 Incentive Compensation Plan.](#)

**AMENDMENT NO. 3
STREAMLINE HEALTH SOLUTIONS, INC.
2005 INCENTIVE COMPENSATION PLAN**

THIS AMENDMENT NO. 3 (this "Amendment") to the 2005 Incentive Compensation Plan, as amended (the "Plan") of Streamline Health Solutions, Inc., a Delaware corporation (the "Company") is made effective as of October 19, 2020. All capitalized terms not defined herein shall have the meanings provided to them in the Plan.

WHEREAS, pursuant to Section 13.1 of the Plan, the Board of Directors (the "Board") may amend the Plan from time to time;

WHEREAS, the Board has deemed it in the best interest of the Company to amend the Plan as further described below; and

WHEREAS, the Board desires to amend the Plan as follows in order to align the terms relating to surrendered Shares to those in the Third Amended and Restated 2013 Stock Incentive Plan, as amended from time to time.

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Section 4.1(a) of the Plan is hereby deleted in its entirety and replaced with the following:

(a) Subject to adjustment as provided in Section 4.2 herein, the aggregate number of Shares that may be delivered under this Plan at any time shall not exceed one million (1,000,000) Shares. Stock delivered under this Plan may consist, in whole or in part, of authorized and unissued Shares or treasury Shares. The following will not be applied to the share limitations of the preceding sentence: (i) dividends, including dividends paid in shares, or dividend equivalents paid in cash in connection with outstanding Awards; (ii) Awards which are settled in cash rather than the issuance of shares; and (iii) any shares subject to an Award if the Award is forfeited, cancelled, terminated, expires or lapses for any reason without the issuance of shares underlying the Award. Further, (i) shares issued under the Plan through the settlement, assumption or substitution of outstanding awards granted by another entity or obligations to grant future awards as a condition of or in connection with a merger, acquisition or similar transaction involving the Company acquiring another entity shall not reduce the maximum number of shares of Stock available for delivery under the Plan; and (ii) available shares under a stockholder approved plan of an acquired company (as appropriately adjusted to reflect the transaction) may be used for Awards under the Plan (subject to applicable stock exchange listing requirements) and will not reduce the maximum number of shares available under the Plan. Shares withheld or applied as payment in connection with the exercise of an Award or the withholding or payment of taxes related thereto or separately surrendered by the Participant for any such purpose will be treated as having been delivered for purposes of determining the maximum number of Shares available for grant under the Plan and shall not again be treated as available for grant under the Plan. The Committee may from time to time adopt and observe such procedures concerning the counting of Shares against the Plan maximum as it may deem appropriate."

2. Except to the extent amended hereby, the terms and provisions of the Plan shall remain in full force and effect without change or other modification.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed as of the date written above.

STREAMLINE HEALTH SOLUTIONS, INC.

By: _____
Name: Thomas J. Gibson
Title: Chief Financial Officer
