

**AMENDMENT #6 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NETSMART TECHNOLOGIES, INC.**

This Amendment is made as of the _____ day of April, 2012 (the "Amendment Effective Date") between NETSMART TECHNOLOGIES, INC., (AKA NETSMART NEW YORK, INC.), ("Contractor"), and the COUNTY OF SAN MATEO, ("County").

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 3100, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, County and Contractor entered into an Agreement dated February 28, 2008, as amended ("Agreement") for the implementation of a Behavioral Health Information System (BHIS);

WHEREAS, County and Contractor now agree to amend the Agreement to provide for, among other things, products and services for the BHIS that will allow the County to comply with the requirements of the American Recovery and Reinvestment Act of 2009 related to an Electronic Medical Record; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

Contractor has previously consolidated Netsmart New York, Inc. into the parent company, Netsmart Technologies Inc. This is not a change in control or change in the business, it is merely a consolidation. None of the contracts existing between Netsmart New York, Inc. and its clients were affected by such change and Netsmart Technologies Inc. is committed to the support of Netsmart New York's contractual agreements.

Attachments This Amendment includes the following Attachments which are attached hereto and incorporated herein by this reference:

Attachment 1 – Technology Requirements

Attachment 2 – Preliminary Implementation Plan and Contractor Standard Work Plan

Attachment 3 – Services Level Agreement

Attachment 4 – ConsumerConnect Sample Subscription Agreement

Attachment 5 – Netsmart Virtual Private Network (VPN) User Policy

1. Definitions

The following definitions apply to this Amendment, any other capitalized term not defined below will have the meaning given to that term in the Agreement.

“Agent” means any person who is authorized under applicable law and regulations to transmit or relay prescription authorization information between a Prescriber and a pharmacy. An Agent is typically a nurse who is authorized by a physician to communicate with a pharmacy or laboratory on behalf of a Prescriber.

“Anniversary Date” means the calendar anniversary of the Effective Date.

“Availability Date” means the first day of the month following the date on which Contractor demonstrates that the Products and Services are accessible to County over the Internet.

“Care Provider” means an organization that provides medical or health services and any other person or organization that furnishes, bills, or is paid for health care in the normal course of business including a hospital, critical access hospital, skilled nursing facility, or comprehensive outpatient rehabilitation facility.

“Charges” means the amounts to be paid by County for the right to use the Subscription Products and Services and for hardware or other Third Party Products acquired by County under this Amendment. The Charges and payments are set for in Section 4 of this Amendment.

“Consumer” means an individual who is receiving services from a Care Provider, and who has the right to access specific portions of their electronic health record and the ability to exchange messages with their Care Provider through a Subscription Services Product.

“Drug Information Data” or “DID” means context-relevant drug database products licensed from one of the following publishers: Cerner Multum, Inc. (“VantageRx”), First DataBank Evaluations of Drug Interactions (“EDI”) or Thompson Reuters, Inc. (“UltiMedex”) that provides drug and allergy interaction and dosage information (collectively, “DID Publishers”).

“Effective Date” means the date on which both parties approve this Amendment

“Non-Prescribing Use” means any person who is granted limited access to OrderConnect for the purpose of editing information that is not required to be entered or modified by a Prescriber or Agent under applicable law and regulations. A Non-Prescribing User typically generates reports without modification of the information in the reports, and can update basic demographic information

“Patient Data” or “Consumer Data” means names, addresses, social security numbers, medical records and any other information concerning or relating to Consumers which is deemed to be protected health information under the rules and regulations of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Deidentified Data (as such term is defined by HIPAA) shall not be considered to be Patient Data.

“Preliminary Implementation Plan” means the Preliminary Implementation Plan and Contractor Standard Work Plan included in Attachment 2 which will be modified by County and Contractor following execution of this Amendment.

“Prescriber” means any person who possesses a DEA number and who is authorized by law to write prescriptions.

“Products and Services”, or “Subscription Products and Services” means the products and associated services made available to County under this Amendment

“Service Level Agreement” means the minimum performance criteria that Contractor will meet while delivering the Subscription Service and the remedial action if performance falls below the target criteria as provided in Attachment 3.

“Supplemental Services” means the installation, training and other services for Subscription Products and Services described in Attachment 4.

“Technology Environment” means the computer hardware, private network and internet access capabilities, required to install and operate the Subscription Products and Services provided for in this Amendment. A description of the recommended Technology Environment is in Attachment 1 of this Amendment.

“User” means an individual or entity, other than a Consumer, that has been granted access with a user ID and password to a Subscription Product or Service by the Licensee.

2. License Terms and Conditions

- A. Contractor grants County the rights to use and operate certain proprietary computer programs and related documentation on a non-exclusive basis; and
- B. County grants to Contractor a non-exclusive, non-transferable license (the “Usage License”) to use all Patient Data for the sole purpose of operating the Subscription Products and Services for the benefit of County and its clients and for maintaining the Subscription Products and Services (for example, creating backups of the Patient Data or moving it between servers) so long as Contractor has a bona fide need to do so subject to and for the sole purpose required by this Amendment and the Master Agreement. The Usage License does not confer on Contractor any right to share Patient Data with third parties other than Contractor employees or consultants who are bound by agreements that contain confidentiality provisions equivalent to those contained in the Master Agreement. The foregoing restriction on Contractor’s use of Patient Data does not prohibit Contractor from making use of Deidentified Data as described and permitted under HIPAA; and
- C. Contractor will provide services such as project management, installation, training and support services to County.

3. Change Order Contingency

The contingency for Change Orders listed in Exhibit A, Section 7, of the Master Agreement is hereby increased by \$100,000, for a new contingency of \$750,000.

4. Maximum Amount

The maximum amount of the Agreement as described in Amendment #4 Section 6 of the Agreement is hereby removed in its entirety and replaced as follows: "Maximum Amount. The overall Maximum Amount payable under the terms of this Agreement shall be \$6,542,526. However, separate not-to-exceed amounts apply to the work performed in relation to the Behavioral Health Information System (BHIS) project on the one hand and in relation to the Family Health Information System (FHSIS) project on the other hand. Specifically, the Maximum Amount payable under the terms of this Agreement, as amended, for the BHIS System projects is increased by \$605,479 and shall be \$5,653,492, and the Maximum Amount payable under the terms of this Agreement, for the FHSIS project shall be \$889,034.

5. ARRA Certification Warranty

- A. Contractor represents and warrants that the Subscription Products and Services (a) have been certified as a Complete Electronic Health Record pursuant to the Current Requirements (defined below), (b) contains the functionality necessary to enable Subscriber to use the 5010 version of the HIPAA Transaction Standards and also allows the continuing use of the 4010 version of the HIPAA Transaction Standards with third parties that have not yet converted to the 5010 version. Contractor will use best efforts to develop functionality within the Contractor Programs to enable Subscriber to use ICD-10 for its internal purposes and with third parties beginning on October 1, 2013.

As used in this Agreement, the terms "Certified EHR Technology," "Complete EHR" and "Meaningful User" each has the meaning assigned to it in the HITECH Act (and any subsequent amendments thereto) and in the regulations promulgated pursuant to the HITECH Act, including the most recent versions of the Act and such regulations (the "Current Requirements").

Contractor agrees to provide all tools and technology necessary for the Subscription Products and Services to be Certified EHR Technology (as defined below) for use by Subscriber and its non-employed medical staff as a Complete EHR, so that each can qualify to receive all of the Medicare incentives available under the HITECH Act beginning in 2012 and will not be subject to any reduction in reimbursement as the result of a failure to use Certified EHR Technology of a Complete EHR as a "meaningful user." Such Subscription Products and Services shall be provided (i) with respect to the initial definition of Certified EHR Technology, at least three (3) months prior to December 31, 2012 and (ii) if the definition of Certified EHR Technology is revised thereafter (for example, with respect to Stages 2 and 3), an updated version of the Software Services that satisfies each such revised definition at least six (6) months before the revised definition of Certified EHR Technology becomes effective.

6. Subscription Products and Services

Contractor shall provide the following Subscription Products and Services for the Charges described below. There are no Contractor reimbursable travel and living expenses for these Subscription Products and Services. Acceptance by County shall be according to the terms

of the Agreement. Documentation for the Subscription Products and Services is available at Contractor's customer web site.

6.1. OrderConnect

The OrderConnect suite is an e-Prescribing and medication management product. The full version of this product has the ability to exchange web-based pharmaceutical information, prescriptions, medication orders, disease specific information, laboratory orders, and radiology/imaging results with defined allied healthcare partners.

<u>Deliverable</u>	<u>One Time</u>	<u>Annual Service Fee</u>	<u>Payment Milestones</u>
Base Fee	\$0.00		
Prescriber Subscription*		\$59,875	Amendment Effective Date****
Non-Prescribing Users**		\$8,424	Amendment Effective Date
Training Web Based (88 hours)***	\$14,080		Amendment Effective Date

*Prescriber Subscription Annual Service Fee is based on 56 Named Users at \$99/Named User per month with a 10% discount. Additional Named Users can be requested in writing by County at \$99/Named User per month.

*Order Connect Base Annual Service Fee will not be increased for any Option Term by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care, or 3%, whichever is lower.

**Non-Prescribing Users (i.e. Prescriber Agents, system administrators and data entry) Annual Service Fee is based on 60 Named Users at \$13/Named User per month with a 10% discount. 6,000 free fax pages per month are included (100/Named Users), faxed pages in excess of this allowance in any calendar month will be billed at \$.20 per page. Additional Named Users can be requested in writing by County at \$13/Named User per month.

***Additional training hours may be requested in writing by County at the hourly rate of \$225.00.

****Subsequent Annual Service Fees are payable upon the Anniversary Date.

6.2. CareConnect

A software service that enables data to be shared between the providers and other entities such as Regional Health Information Organizations (RHIOs), HIE's, State agencies for quality measures, public health organizations for immunizations, reportable lab and syndromic surveillance data in support of national standards related to continuity of care.

<u>Deliverable</u>	<u>One Time</u>	<u>Annual Service Fee</u>	<u>Payment Milestones</u>
Base License	\$60,000		Amendment Effective Date**
Set Up	\$8,500		Amendment Effective Date
CareConnect Base Maintenance		\$12,600*	Availability Date**
Quality Measures Outbound Interface		\$3,360	Availability Date
Syndromic Surveillance Outbound Interface		\$3,375	Availability Date
Immunizations Outbound Interface		\$3,375	Availability Date
Lab Results In-Network 1 st Lab Inbound		\$4,000	Availability Date
Lab Results Out of Network 1 st Lab Inbound	\$16,000	\$4,000	Availability Date
Lab Results Out of Network 2nd Lab Inbound	\$16,000	\$4,000	Availability Date

*CareConnect Base Annual Service Fee will not be increased for any Option Term by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care, or 3%, whichever is lower.

**Subsequent Annual Service Fees are payable on the Anniversary Date.

6.3. ConsumerConnect

ConsumerConnect is a Consumer web portal that enables Care Providers to proactively involve Consumers in their care. Using the portal, Consumers can schedule appointments, review and comment on their treatment plans, view current medications and track medication administration, and communicate with Care Providers. Technology requirements for ConsumerConnect are listed in Attachment 1.

<u>Deliverable</u>	<u>One Time</u>	<u>Annual Service Fee</u>	<u>Payment Milestones</u>
ConsumerConnect Program		\$21,275	Amendment Effective Date*
NTST Configuration Fee	\$0.00		Amendment Effective Date
Web Server	\$7,000**		Amendment Effective Date
System Vulnerability Test	\$4,000		Amendment Effective Date
Security Certification***	\$995		Amendment Effective Date
Set Up	\$8,500		Amendment Effective Date

*Subsequent Annual Service Fees are payable upon the Anniversary Date.

ConsumerConnect Base Annual Service Fee will not be increased for any Option Term by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care, or 3%, whichever is lower.

** Web Server costs are for budgetary purposes only. County may purchase Web Server from Contractor or other vendors.

*** Security Certification is renewable every 3 years.

7. Implementation Plan

Within 60 days from the Effective Date the parties will mutually agree in writing on a project implementation plan and schedule. This will be kept current throughout the duration of the project. Attachment 2 is a Preliminary Implementation Plan.

8. Obligations of the Parties

County Obligations: In addition to the obligations under the Master Agreement County agrees:

- A. That it has no ownership rights in data or information in the DID services or content.
- B. To restrict use of Drug Information Data to licensed healthcare professional directly connected with the County either as an employee or an authorized affiliate. Such use shall be made only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between the County and the publisher of the Drug Information Data, County assumes full responsibility for ensuring the appropriateness of using and relying upon the information supplied by the Drug Information Data publisher, in view of all attendant circumstances, indications and contraindications. Except as provided above, it will not otherwise make the DID content available to any person, or entity including the government, whether affiliated or not, except as required by subpoena or other legal process and after notice to the owner of the content.
- C. To maintain accurate and up to date Patient Data in all systems covered by the Master Agreement.
- D. To provide support to its Users and Consumers related to their use of the Subscription Products and Services.
- E. To notify Contractor in the event County becomes aware of or suspects misuse, unauthorized access, data corruption or any other threat to the security of the Subscription Products system and related data or if County receives a subpoena or other legal process requiring disclosure of Contractor confidential information or DID content.
- F. To require each Consumer and User to enter into a binding agreement governing their use of the Subscription Products and Services including such terms as County believes are necessary for its business, legal and risk management objectives, but including, at a minimum, terms that are the same as or equivalent to the terms stated in Attachment 4 – ConsumerConnect Sample Subscription Agreement.
- G. For ConsumerConnect products, to provide the Required Hardware Configuration listed in Attachment 1 - Technology Requirements.

9. Drug Information Disclaimer

Information provided by the DID publishers is believed to be accurate, up-to-date, and complete, but no guarantee is made by any of the DID publishers to that effect. In addition, the drug information contained therein may be time sensitive. The DID publishers do not

endorse drugs, diagnose patients or recommend therapy. The DID services are informational resources designed to assist licensed healthcare practitioners in caring for their patients and/or to serve end-users viewing this service as a supplement to, and not a substitute for, the expertise, skill, knowledge and judgment of healthcare practitioners. Healthcare practitioners should use their professional judgment in using the information provided. DID information is not a substitute for the care provided by licensed healthcare practitioners. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective, or appropriate for any given patient. In connection with the use of RED BOOK information in Drug Information Data, County acknowledges and agrees that the prices contained in Red Book are based on data reported by Manufacturers. The DID Publishers have not performed any independent analysis of the actual prices paid by wholesalers and Providers in the marketplace. Thus, actual prices paid by wholesalers and providers may well vary from the prices contained in the Database and all prices are subject to change without notice.

10. Term and Termination

- A.** Contractor will make the Subscription Products and Services available and Charges will apply, during the term of the Master Agreement, unless either party gives the other written notice not less than ninety (90) days prior to an Anniversary Date that it is terminating its use of the Subscription Products and Services.
- B.** The CareConnect software Base License is a perpetual license, with maintenance and support provided for a one-year term, renewable at the sole option of County at the rates shown in Section 6 for the periods shown.
- C.** In the event that County discontinues using the Subscription Products and Services for any reason, County shall be entitled to the return of all data entered into the Subscription Product. In the event Contractor ceases doing business, County shall also be entitled to the return of all data entered into the Subscription Product. In the event data is returned to County, it will be provided in comma delimited file format or another format mutually agreed to by both parties.
- D.** Either party may terminate this Amendment as permitted under the Master Agreement.

11. Limitation of Liability

Except for a contractual obligation to indemnify County, the cumulative liability of Contractor to County for any actual or alleged damages arising out of, based on or relating to the Subscription Products and Services covered by this Amendment, whether based upon breach of contract, Tort (including negligence), Warranty or any other legal theory, will not exceed the amount of the charges paid to Contractor under this Amendment 6 for the prior twelve (12) months.

12. Software as a Service (SaaS)

Contractor is providing the Products and Services listed in Section 6 of this Amendment as a SaaS. SaaS is a software distribution model in which applications are hosted by a vendor or service provider and made available to customers over the Internet. The Service Level Agreement, Attachment 3 to this Amendment, describes Contractor's associated

obligations and County's remedies related to the Products and Services in this Amendment.

13. Invoicing

Contractor shall invoice County and County shall pay Contractor in accordance with the terms and conditions of the Master Agreement.

14. General

This Amendment supersedes any contrary or inconsistent provisions of the Master Agreement and any prior amendments. As amended, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor have executed this Amendment as of the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Adrienne J. Tissier, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

NETSMART TECHNOLOGIES, INC.

Contractor's Signature

Date: _____

Amendment #6 - Attachment 1: Technology Requirements

General Requirements

30kbps of sustained Internet bandwidth, per concurrent connected patient
Client must provide a public IP address for the web services server
Client web services server must reside in DMZ, off of their firewall
Client is responsible for all public DNS changes and domain management

Required Web Server Hardware Configuration for ConsumerConnect*

Module	Description
PowerEdge R410	PowerEdge R410 Chassis w/up to 4 Cabled HDs, Quad-Pack LED Diagnostics
Operating System	Windows Server 2008 R2, Standard Edition,x64, Includes 5 CALS
Memory	4GB Memory (2x2GB), 1333MHz Single Ranked RDIMMs for 1 Proc, Advanced ECC
Processor	Intel® Xeon® X5650, 2.66Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem
Additional Processor	Single Processor Only
1st Hard Drive	HD Multi-Select
Internal Controller	PERC H700 Adapter, Internal RAID Controller 512MB Cache
Embedded Management	Baseboard Management Controller
Internal Optical Drive	DVD-ROM Drive, Internal
Hard Drive Configuration	RAID 1 for PERC/SAS 6ir, PERC H200/H700 Controllers
Rails	Sliding Ready Rails without Cable Management Arm
Hardware Support Services	3 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack
Hard Drives (Multi-Select)	(2) 300GB 15K RPM Serial-Attach SCSI 6Gbps 3.5in

* Vendor choices shown are for illustration purpose only.

Amendment #6 - Attachment 2: Preliminary Implementation Plan and Contractor Standard Work Plan

This page left intentionally blank. An implementation plan is to be developed as detailed in the Amendment.

Amendment #6 - Attachment 3: Service Level Agreement

1. Coverage and Definition

This Service Level Agreement (SLA) applies to the following: As used herein, the term "Service Availability" means the percentage of a particular month (based on 24 hour days for the number of days in the subject month) that the Contractor's content is accessible on the Internet.

2. Service Level

- a. Goal. Contractor's goal is to achieve 100% Service Availability for the County.
- b. Remedy. Subject to Sections 3 and 4 below, if the Service Availability is less than 99% in any month, Contractor will issue a service credit to County in accordance with the following schedule, with the credit being calculated on the basis of the Annual Service Fee (on a monthly basis) for the corresponding service(s). These Annual Service Fees are described in Section 6 of this Amendment.

Service Availability	Credit Percentage
99.0 to 100%	0%
98.0 to 98.9%	5%
97.0 to 97.9%	10%
95.0 to 96.9%	15%
94.9 or below	25%

It is the responsibility of the County to record the dates and times for when Contractor's content is not accessible on the Internet and report those dates and times to Contractor as described in Section 5 below.

3. Exceptions

County shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused or associated with any of the following:

- a. Circumstances beyond Contractor's reasonable control, including, without limitations, acts of any governmental body, war, insurrections, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability or interruption or delay in telecommunication or third party services, virus attacks or hackers, failure of third party software (including, without limitation, web server software, FTE servers, or statistics) or inability to obtain supplies, or power used in or equipment needed for provision of services;
- b. Failure to access circuits to the Contractor's network, unless such failure is caused solely by Contractor;
- c. County's acts or omissions (or acts or omissions of others engaged or authorized by County), including, without limitation, custom scripting or coding), any negligence, willful misconduct, or misuse of the service in breach of Contractor's Terms and Conditions and Acceptable Use Policy as described in Attachment 5 to this Amendment;
- d. Outages elsewhere on the Internet that hinder access to County's account. Contractor is not responsible for browser or DNS caching that may make County's site appear

inaccessible when others can still access it. Contractor will guarantee only those areas considered under the control of Contractor: Contractor server links to the Internet, Contractor's routers, and Contractor's servers.

4. Scheduled Maintenance

Contractor reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portion or the entire Application Service Provider (ASP) environment. The monthly maintenance window is generally scheduled on the 3rd Sunday of the month, from 2:00am to 8:00am Pacific Time. Contractor will provide County with 7 days advance notice of the schedule maintenance window each month. County shall not receive any credits under this SLA in connection with any scheduled maintenance event.

5. Credit Requests and Payment Procedures

In order to receive a credit, County must submit a written request for credit, within ten (10) business days following the end of the month in which the Service Availability was less than 99.0%, by notice to Contractor, Attention: Chief Financial Officer. Each request must include County's account number (per Contractor's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Contractor as an incident eligible for credit, credits will be applied within sixty (60) day after Contractor receipt of County's written request and will be applied to monthly service fee for the corresponding service. Credits apply to the Annual Service Fees shown in Section 6 of this Amendment.

Credits are exclusive of any applicable taxes charged to County or collected by Contractor and are County's sole and exclusive remedy with respect to any failure or deficiency in the Service Availability described in this SLA.

Amendment #6 - Attachment 4: ConsumerConnect Sample Subscription Agreement

This Agreement states the terms and condition under which we will make available to you a supplementary communication medium (to be used in conjunction with your in-person visits and treatment ("the System")).

When we use these terms in this Agreement, we mean the following:

"PHI" means information that either of us may send or receive over the System that relates to your past, present, or future physical or mental health or condition; the provision of health care to you; or the past, present, or future payment for the provision of health care to you.

[OTHER DEFINITIONS]

[THE NAME OF THE PROVIDER HIPAA POLICY and an electronic link to same]

*"You" and "Your"+

*"We", "Us", "Our"+

The System is not a diagnostic or decision making system. Personal, one-on-one observation and follow up will always be the cornerstone of your care and treatment program.

Also please note that the System is NOT a so called "real time" or instant messaging system. There will likely be a delay between the time you submit information and the point at which your medical care professionals will read and respond to that information.

IF THERE IS ANY DOUBT AS TO WHETHER YOU CAN WAIT FOR A RESPONSE TO A MEDICAL QUESTION, CALL YOUR PROVIDER AT (____) ____-____.

IN THE EVENT OF A MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL 911.

When you accept these terms, we grant to you and you alone, permission to use the System subject to the terms and conditions of this license. This permission cannot be transferred by you to anyone else. Similarly, you grant us permission to use any information you submit over the System for the purpose of providing you with medical care and to maintain the System (for example, back up, archiving).

You also grant us permission to provide this information to the operator of the System, to insurance carriers when you ask us to do so or to anyone that is authorized by law to receive this information, in all cases as permitted or authorized by the terms of Provider's release of information form.

You agree that we may send to you via the system, general information about your health care, in addition to information that is specific to your specialized treatment needs. This agreement will continue until either of us provides notice to the other that we no longer wish to make available, on the one hand, or to use, on the other, the System and services.

In order to use the System, you will need a personal computing device that is connected to the Internet. You will be given either the opportunity to select a user name and password or we will assign you a user name and password. You must provide accurate and complete registration information any time you register to use the System. Communication between your personal computer and our system will be encrypted by Secure Socket Layer ("SSL") technology.

You agree to follow instructions and rules on use of the system that we may establish from time to time and communicate to you over the System.

You are responsible for maintaining security measures on your personal computer and home network, if any, to guard against use of your name and password, or any use of your account, by anyone other than you. At a minimum, you should have up to date anti-spyware, anti-virus protection, and if you are using a home network, a secure configuration of your network.

You must immediately notify us of any unauthorized use of your password or account or any unauthorized access to information stored on your home computing system. You must not attempt to access information other than your own PHI.

As a condition to your acceptance of these terms, we also ask that you read and accept our privacy policy [PROVIDER TO USE THEIR POLICY via LINK FROM SYSTEM PORTAL]

Either you or we may terminate availability or use of the services at any time. If Provider terminates service on the system and as a result eliminates availability, you will receive thirty days advance notice.

THIS COMMUNICATION SYSTEM IS PROVIDED TO YOU WITHOUT CHARGE AS A SUPPLEMENT TO CONVENTIONAL COMMUNICATION WITH YOUR MEDICAL CARE PROVIDER AND MADE AVAILABLE "AS IS" AND WITHOUT WARRANTY AS TO AVAILABILITY, NOW OR IN THE FUTURE.

USE OF THE SYSTEM IS A CHOICE AMONG COMMUNICATION ALTERNATIVES AVAILABLE TO YOU. PROVIDER MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR INABILITY TO USE THE SYSTEM, OR YOUR CHOICE TO USE THIS SYSTEM RATHER THAN AN ALTERNATE COMMUNICATION MEDIUM SUCH AS TELEPHONE OR IN PERSON COMMUNICATION.

Amendment #6 Attachment 5: Netsmart Virtual Private Network (VPN) User Policy

I. Purpose

The purpose of this policy is to provide guidelines for Remote Access IPsec Virtual Private Network (VPN) connections to the Netsmart ASP Network.

II. Definition

A Virtual Private Network (VPN) is a secured private network connection built on top of a public network, such as the Internet.

III. Scope

This policy applies to all Netsmart clients utilizing a VPN to access the Netsmart ASP services network. This policy applies to implementations of VPN that allow direct access to the Netsmart network.

IV. Policy

Approved Netsmart clients may utilize the benefits of this VPN, which is a “user managed” service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, and installing any software required by this ISP.

V. Implementation

1. The VPN is an IP only resource. Other protocols are not supported.
2. It is the responsibility of the user with VPN privileges to ensure that unauthorized users are not permitted access to the Netsmart ASP network through their personal computers.
3. VPN access is controlled using ID and password authentication.
4. All traffic destined for Netsmart ASP networks is logged and associated with the user.
5. Only traffic destined for Netsmart ASP networks will travel across the VPN tunnel, all other traffic will go through the user's ISP.
6. VPN users will be automatically disconnected from the Netsmart ASP network after a predetermined amount of inactivity. The user can immediately logon again to reconnect to the Netsmart ASP network.
7. Users of this service are responsible for the procurement and cost associated with acquiring appropriate Internet connectivity, and any associated service issues.
8. User agencies will be provided with VPN client software.

VI. Enforcement

This policy regulates the use of all VPN services to the NTST ASP network. To maintain security, VPN services will be terminated immediately if any suspicious activity is found. Service will be disabled until the issue has been identified and resolved. Any Netsmart client found to have intentionally violated the VPN Acceptable Use Policy will be subject to loss of VPN privileges.