

**AMENDMENT #8 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
NETSMART TECHNOLOGIES, INC.**

This Amendment is made as of the _____ day of February, 2015 (the "Amendment Effective Date") between NETSMART TECHNOLOGIES, 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 products and services for the BHIS that will allow the County Department of Behavioral Health to continue maintenance and subscription services on solutions already in use, and

- 1) Purchase the following:
 - a. myAvatar Incident Tracking Application License
 - b. myAvatar Incident Tracking Annual Maintenance
 - c. Professional Services – Incident Tracking Implementation
 - d. OrderConnect Formulary Management Subscription
 - e. Professional Services – Formulary Management Implementation
 - f. Professional Services - myHealthPointe Portal Implementation
 - g. 120 Additional Diagnosis Content Subscriptions
- 2) Exchange subscription Personal Health Record solution previously identified as "ConsumerConnect" with the new "myHealthPoint Patient Portal"
- 3) Exchange the solution referred to as "ConsumerConnect" with the new solution called "MyHealthPoint Client Portal" to meet Meaningful Use requirements for Patient Health Record

Additionally, by amending this agreement the County and Contractor agree to provide products and services for the Family Health Services Information System that will allow the County Division of Family Health to continue maintenance and subscription services on solutions already in use and:

- 1) Purchase the following:
 - a. Additional Avatar MobileConnect Licenses
 - b. Additional Avatar MobileConnect Annual Maintenance
 - c. Additional Avatar RADplus User Licenses

- d. Additional Avatar RADplus Annual Maintenance
- e. Professional Services - myHealthPointe Portal Implementation
- f. Avatar - Plexus Cloud Hosting for Additional Named Users

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

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

Schedule A – BHIS System Charges and Payment Terms
Schedule B – FHSIS System Charges and Payment Terms
Schedule C – Scope of Work
Schedule D – Netsmart Hosting Addendum to License
Schedule E – Addendum to Netsmart Hosting to License Overview of the Hosted System Components and Service
Schedule F – Service Level Agreement for Hosting Accounting Services
Schedule G – myHealthPointe Portal Supplier Terms and Conditions

1. Term

Subject to compliance with all terms and conditions, the term of the Agreement shall be extended for an additional one year. The termination date shall be February 29, 2016.

2. Implementation Plan

The Family Health Services (FHS) Division has identified inefficiencies between the Avatar system and the division's work-flows. FHS is interested in working with Netsmart to develop a plan that will better interface with the existing software and maximize the full features and functions of the software.

Netsmart and FHS will develop a plan within thirty (30) days of this Amendment's effective date in order to coordinate an onsite review and analysis of business needs. The review will happen within 90 days of the amendment effective date.

The product of the onsite review and analysis will be a report from Netsmart containing solutions for FHS that may include changes to workflows as well as proposals for Avatar software enhancements. The report will be delivered within thirty (30) calendar days of the end of the Netsmart onsite visit.

4. Change Order Contingency

The contingency for Change Orders listed in Exhibit A, Section 7, of the Master Agreement is hereby increased by \$65,000, for a new contingency of \$815,000.

5. Maximum Amount

The maximum amount of the Agreement as described in Amendment #6 Section 4 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 \$7,251,578.”

Separate not-to-exceed amounts apply to the work performed in relation to the Behavioral Health Information System (BHIS) project and to the Family Health Services Information System (FHSIS) project. Specifically, the Maximum Amount payable under the terms of this Agreement, as amended, for the BHIS System projects is increased by \$509,705. and shall be \$6,163,197, and the Maximum Amount payable under the terms of this Agreement, for the FHSIS project is increased by \$134,347 and shall be \$1,023,381.

6. Invoicing

Contractor shall invoice County and County shall pay Contractor in accordance with the terms and conditions of the Master Agreement and the payment schedule defined in both “Schedule A – BHIS System Charges and Payment Terms” and “Schedule B – FHSIS System Charges and Payment Terms”.

7. 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.

Signature page to follow.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

NETSMART TECHNOLOGIES, INC.



Contractor's Signature

Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.

Date: _____

3/4/15

Schedule A – BHIS System Charges and Payment Terms

		2/26/2015 Through 2/25/2016	
License Software Maintenance and Support - Renewals from Original Agreement	Qty	Period Fees	Payment Terms
Avatar RADplus Named User License Maintenance	901	128,635.33	Payable upon Execution of the Agreement
MyAvatar - CalPM Maintenance	1	2,369.38	Payable upon Execution of the Agreement
MyAvatar - Clinicians Workstation (CWS) Maintenance	1	2,369.38	Payable upon Execution of the Agreement
MyAvatar - Managed Services Organization (MSO) Maintenance	1	2,369.38	Payable upon Execution of the Agreement
Web Services Maintenance for All Web Services	1	23,649.36	Payable upon Execution of the Agreement
Avatar E-Signature Maintenance	1	2,369.38	Payable upon Execution of the Agreement
Escrow Agreement - County as Beneficiary	1	1,353.93	Payable upon Execution of the Agreement
Avatar Mobile	3	353.98	Payable upon Execution of the Agreement
Avatar -Addiction Severity Index (ASI) Maintenance	1	1,703.04	Payable upon Execution of the Agreement
Avatar Test Server	1	2,369.38	Payable upon Execution of the Agreement
Avatar POS Scanning Maintenance	1	3,554.07	Payable upon Execution of the Agreement
Subtotal:		171,096.61	

Schedule A – BHIS System Charges and Payment Terms

Extension of Subscriptions	Qty	2/26/2015 Through 2/25/2016	
		Period Fees	Notes
CareConnect Monthly Subscription 501 - 1,000 Users	1	13,227.52	Payable upon Execution of the Agreement
CareConnect Lab Results (Inbound) 501- 1,000 Users (In-Network)	1	4,199.21	Payable upon Execution of the Agreement
CareConnect Referral Connector 501 - 1,000 Users (Switched for Lab Results (Purchased through a swap of "Out of Network 1st Lab Inbound" Subscription)	1	4,199.21	Payable upon Execution of the Agreement
Care Guidance/Clinical Quality Metrics - Benchmarking (Research) (Purchased through a swap of lab Results out of Network Subscription)	1	8,400.00	Payable upon Execution of the Agreement
CareConnect Immunization Subscription	1	3,543.08	Payable upon Execution of the Agreement
CareConnect Syndromic Surveillance Subscription	1	3,543.08	Payable upon Execution of the Agreement
OrderConnect Base Fee - 3yr rate	1	1,425.00	Payable upon Execution of the Agreement
OrderConnect - FULL SUITE - Prescriber Subscription - 3yr rate	56	62,856.97	Payable upon Execution of the Agreement
OrderConnect - Non-Prescribing User Subscription-3yr rate	60	8,843.54	Payable upon Execution of the Agreement
myHealthPointe Portal - Level V Subscription 751 - 1,000 Named Users	1	32,500.00	Payable upon Execution of the Agreement
Diagnosis Content on Demand Subscription (ICD 10 / DSM V)	180 Users	9,651.00	Payable upon Execution of the Agreement

Schedule A – BHIS System Charges and Payment Terms

Enlighten Subscription	100	43,354.71	Payable upon Execution of the Agreement
Subtotal:		195,743.32	

		2/26/2015 Through 2/25/2016	
Third Party Subscriptions & Maintenance and Support Renewals	Qty	Period Fees	Notes
Intersystems - Cache Multi-Server License required for Avatar ECP platform	370	111,000.00	Payable upon Execution of the Agreement
Subtotal:		111,000.00	

		2/26/2015 Through 2/25/2016	
New Purchases – CONTRACTOR Support, Services and Subscriptions	Qty	Period Fees	Notes
Avatar Incident Tracking License	1	2,500.00	Payable upon Execution of the Agreement
Avatar Incident Tracking Annual Maintenance	1	525.00	Payable upon Execution of the Agreement
Professional Services - Avatar - Incident Tracking Implementation	48	9,600.00	Payable 50% on the Initiation of the Project as indicated by the Project Kick-off Call/Meeting with the balance due upon project completion or 90 days from the Project Initiation, whichever occurs first.
OrderConnect Formulary Management Subscription	1	3,000.00	Payable upon Execution of the Agreement

Schedule A – BHIS System Charges and Payment Terms

Professional Services - OrderConnect - Formulary Management Implementation	8	1,800.00	Payable 100% on the Initiation of the Project as indicated by the Project Kick-off Call/Meeting.
Professional Services - myHealthPointe - myHealthPointe Portal Implementation	65	13,000.00	Payable 50% on the Initiation of the Project as indicated by the Project Kick-off Call/Meeting with the balance due upon project completion or 90 days from the Project Initiation, whichever occurs first.
Diagnosis Content on Demand Subscription - DSM	120	1,440.00	Payable 100% on the Initiation of the Project as indicated by the Project Kick-off Call/Meeting.
Subtotal:		31,865.00	
	Period Total	509,704.93	

Schedule B – FHSIS System Charges and Payment Terms

		2/26/2015 Through 2/25/2016	
License Software Maintenance and Support - Renewals from Original Agreement	Qty	Period Fees	Notes
Avatar RADplus Named User License Maintenance	135	18,720.08	Payable upon Execution of the Agreement
MyAvatar - PM Maintenance	1	2,270.73	Payable upon Execution of the Agreement
MyAvatar - Clinicians Workstation (CWS) Maintenance	1	2,270.73	Payable upon Execution of the Agreement
Avatar E-Signature Maintenance	1	2,270.73	Payable upon Execution of the Agreement
Mobil Connect (Aka Avatar Mobile)	20	2,262.08	Payable upon Execution of the Agreement
Escrow Agreement - County as Beneficiary	1	1,297.55	Payable upon Execution of the Agreement
Avatar POS Scanning Maintenance	1	1,703.04	Payable upon Execution of the Agreement
Subtotal:		30,794.94	

		2/26/2015 Through 2/25/2016	
Extension of Subscriptions	Qty	Period Fees	Notes
Diagnosis Content on Demand Subscription (ICD 10 / DSM V)	27	3,028.80	Payable upon Execution of the Agreement
Avatar Hosting with Disaster Recovery	135	75,718.80	Payable upon Execution of the Agreement
Subtotal:			

Schedule B – FHSIS System Charges and Payment Terms

78,747.60

		2/26/2015 Through 2/25/2016	
New Purchases – CONTRACTOR Support, Services and Subscriptions	Qty	Period Fees	Notes
Avatar Mobile Licenses	30	14,940.00	Payable upon Execution of the Agreement
Avatar Mobile Annual Maintenance	30	3,150.00	Payable upon Execution of the Agreement
Avatar RADplus Named User	5	3,070.00	Payable upon Execution of the Agreement
Avatar RADplus Named User Maintenance	5	840.00	Payable upon Execution of the Agreement
Plexus Cloud Hosting - Avatar - Disaster Recovery - Named User	5	2,804.40	Payable upon Execution of the Agreement
Subtotal:		24,804.40	
	Period Total	134,346.94	

Schedule C
SCOPE OF WORK

- **Purpose**

The purpose for this statement of work is to outline the requirements and deliverables for the implementation and project management of the Client's Implementation. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations. The details of the scope of services are included below.

- **Project Duration**

Project Duration

The following project start and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation. Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The overall duration of this project, based on the scope of work detailed herein is expected to be 9 months. Additional services will be applicable for any project where the duration from project kick-off to go-live is in excess of 9 months. Additional services will be charged at a minimum of \$8,000/month beyond the 9 months or if the project extends beyond the agreed upon timeline at Project Planning.

- **Scope of Services**

Avatar Incident Tracking	Scope of Services
Incident Tracking is a separate, distinct record type of the medical records system that maintains incidents for staff, clients (including seclusion and restraints), visitors, and facility incident types. Enables timely documentation, reporting, and investigation of incidents.	
	Includes 5 standard incident tracking tabs. Select Dictionaries may be customized.
Open & Close Incidents	Track opening and closing of incidents with unique tracking identification number, capturing all necessary documentation to include status, date of the incident and closure and any corrective action taken.

Accreditation	<p>Joint Commission on the Accreditation of Healthcare (JCAHO) compliant. Data captured includes:</p> <ul style="list-style-type: none"> Staff member completing the form Date and time an incident occurs Treatment setting where the incident occurred Level of severity of the incident Status of the incident Client involved Staff involved Other involvement, as defined by the facility
Reporting	<p>Includes 1 Standard Detail Report. Additional Reports may be written using Crystal Reports. This is the facilities responsibility Post Go Live.</p>

OrderConnect	Scope of Services
<p>OrderConnect is a secure, Web-based prescribing and medication management system. The system can be utilized anywhere using a Window-based system via there is access to the Internet Explorer browser.</p>	
Eligibility and Formulary Checking	Utilize Surescript network to confirm prescription coverage eligibility.
	Utilize Surescript network to access medication history information from participating payors and pharmacies.
	Netsmart will register 20 prescribers with Surescripts. Additional prescriber registrations will be considered out of scope may require additional professional services.
	Confirm medication formulary status in real-time during prescribing event.

myHealthPointe (formerly ConsumerConnect)	Scope of Services
<p>myHealthPointe offers clients the ability to provide their clients with access to information related to their care, 24 hours a day through a secure, web-based portal.</p>	
Key Functions	<p>Includes one customized myHealthPointe user interface chosen from a standard list of attributes.</p> <p>The practice can create custom forms and schedule the delivery of the forms based on defined criteria and/or trigger events, such as a completed</p>

	<p>appointment.</p> <p>Providers can communicate with clients/patients through secure messaging.</p> <p>The practice can update the logo that will be displayed on the portal to all clients/patients.</p>
	<p>The practice can create and manage groups for secure messaging so that clients/patients can submit a targeted request to a specific group (Examples: billing, scheduling, provider group).</p>
	<p>Clients/patients can register into the system with a combination of their own email address and a pin generated from the provider portal. The pin is used to link the client/patient's account to their CareRecord.</p>
	<p>Clients/patients can request schedule and appointment changes, subject to Clinician/Scheduler approval.</p> <p>Clients/patients can communicate with their care team using secure messaging.</p>
	<p>Clients/patients can generate a Continuity of Care Document (CCD) that can be provided to another practitioner, system or setting to support the continuity of care.</p>
	<p>Clients/patients can create their SMS and email notifications for appointments, results and medications.</p> <p>Clients/patients can request a medication refill request subject to clinician approval.</p> <p>Clients/patients can customize appearance and order of widgets on their home page.</p> <p>Clients/patients can view their information that is on file, including: demographics, emergency contacts, vitals, insurance, current medications, past medical history, problems, family history, immunizations and allergies.</p>

	Clients/patients can use the self-service password reset functionality for resetting their own password.
	Clients/patients can add a dependent account and all of the dependent's information will be viewable to the guardian. The age at which a dependent is automatically disassociated in the portal from their guardian is a global configuration.
Configuration & Training	<p>Patient (Staff Train the Trainer for patient training)</p> <ul style="list-style-type: none"> · Registering account · Appointment list · Requesting appointments · Appointment Reminders · Medications List · Medication refill requests · Secure Messaging · Notifications <ul style="list-style-type: none"> o General configuration o Appointment Reminders o New message notifications <p>Staff (Train the Trainer session)</p> <ul style="list-style-type: none"> · Administration <ul style="list-style-type: none"> o Setting up new users - we will do up to the first 20 o Portal settings and not to change them · Access of the portal administration views · Secure Messaging <ul style="list-style-type: none"> o New messages o Send messages · Patient Provisioning · Custom form creation · Appointment Requests · Medication Refill Request

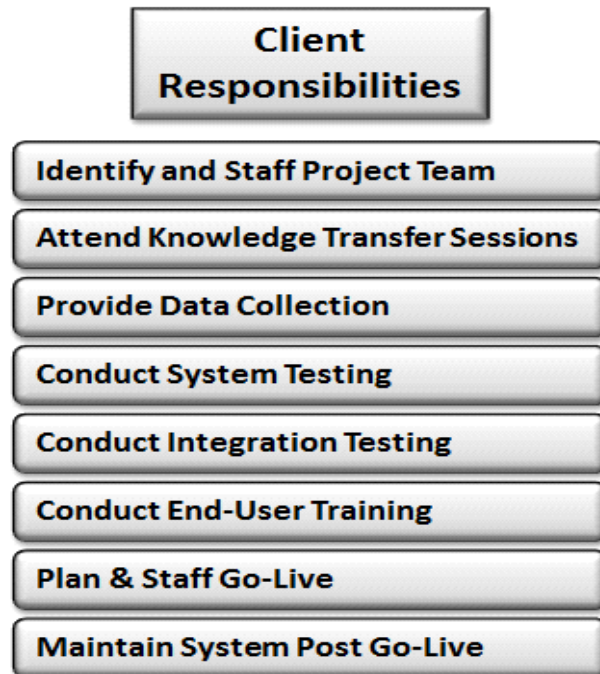
- **Assumptions**

- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- New hardware, if required, will be delivered by the date required in the Project Schedule.
- Client will use currently supported Crystal Professional version for all report development.

- Client will provide sufficient resources as identified in the work breakdown structure of the project plan.
- A training room will be available for the training sessions with working equipment and appropriate software loaded prior to the arrival of the Netsmart team if it is part of the planning and expectations for the project.
- Individuals scheduled to attend training will attend and participate in the entire session as defined by the agenda.
- Netsmart will share available recommended practices during the implementation.
- The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined below.
- Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the client. Additionally, the client must provide proof of this licensing. This includes Micromedex content, CPT or DSM codes.
- Plexus Events are designed to offer stop gates, points during the implementation project that require Client and Netsmart agreement that the Event was completed, prior to moving to the next Event. These stop gates include the following Events: Project Planning (Gate 1), Project Kickoff (Gate 2), Final Review & Validation (Gate 3), Go – Live Preparation (Gate 4), and Integration Testing (Gate 5).
- Client will assign an individual who has authority and accountability for signing-off on each of the Plexus Gates and Monthly Status reports. This shall be a named individual.

- **Location of Work & Client Responsibilities**

The location of work by Netsmart and Client staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at Client location(s), at a Netsmart regional office or conducted remotely. A high-level outline for work location and Client responsibilities is provided below.



- **Plexus Events, Expectations & Deliverables**

The following section of this document details the main deliverables of the Client Implementation.

- **Sales to Operations Transition**

Our implementation services begin with a formal transition from our Sales Team to our Project Management Team. This thorough transition process ensures that the expectations set and project management scoped during the sales process is reviewed including all contract components, and operational flows gathered during the sales cycle.

- **Hardware Network OS/Installation**

If Client-Hosted:

The Client is responsible for providing the hardware, operating system software, and the network upon which the licensed programs operate. In the event hardware is purchased through Netsmart Technologies, its installation is coordinated and managed by Netsmart.

Netsmart's engineers require the completion of a hardware/network survey prior to installation of any solutions. This ensures that all equipment meets application

and performance requirements before Netsmart Technologies installs the programs.

If Netsmart Hosted:

The client is responsible for providing the desktop hardware, operating system software, LAN/WAN network, and Internet connectivity upon which the licensed programs operate.

Netsmart's engineers require the completion of a desktop hardware, network, and bandwidth survey prior to installation of any solutions. This ensures that all equipment and connectivity methods meet minimum application and performance requirements before Netsmart Technologies installs the programs.

- **Software Delivery and Installation**

If Client-Hosted:

Licensed software solutions and keys are delivered via FTP with User Documentation that describes the application and database organization.

Netsmart's system engineers install the solution on the system hardware/server and a subset of Client workstations. This software installation is performed remotely via VPN connection and includes the following:

- Loading the InterSystems Cache database products needed by the application
- Loading purchased Netsmart's Licensed Programs that make up the solution
- Testing the software to ensure access from the Client workstations
- Training the customer on installing workstation software
- Training the customer on basic operation tasks related to system start-up, shut-down, back-up and recovery procedures

Netsmart engineers will create and install Plexus Home, BUILD, TEST and LIVE environments for all applications purchased.

If Netsmart Hosted:

User documentation is delivered via FTP which describes the application and database organization.

Netsmart's system engineers install the solution on server system hardware within Netsmart's Plexus Cloud hosting environment. Netsmart will also assist the client in connecting to the hosting environment and connecting a subset of client workstations. Netsmart's Plexus Cloud installation will include:

- Loading the InterSystems Cache (for Avatar) or SQL (for TIER) database products needed by the application on all applicable servers

- Loading purchased Netsmart's Licensed Programs that make up the solution
- Testing the software to ensure access from the client workstations
- Training the customer on installing workstation software
Netsmart engineers will create and install Plexus Home, BUILD, TEST and LIVE environments for all applications purchased.
- **Project Planning**
The Project Planning Event is an opportunity to begin preparing your project team. The Client project team will be introduced and the team's responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additionally project tools that will be used will be shown through demonstration and hands-on experience.

If purchased, Super User Solution web-based training courses are provided to up to 25 named Project Team users via the myLearningPointe (www.mylearningpointe.com) online platform. Individual user training access is distributed and available to Project Team users starting at the Project Kick Off Plexus Methodology event and concludes at initial Go Live event. Users will have unlimited access to the provided solution training courses during the implementation.

Objectives:

- Review project management principles
- Review event-based Netsmart Plexus Foundations methodology
- Provide hands on experience with solutions
- Introduction to tools to be used during the project
- Introduction to Starter Kit questions
- Introduce Plexus Home & scripts
- Introduce myLearningPointe training classes (where applicable)
- Conduct project Planning Assessment (Gate 1)
- Plan for next event

Client Responsibilities:

- Identify Client project team and develop Client Staffing Plan
- Ensure correct Client personnel attends the Project Planning event
- Provide necessary facilities and equipment to support session if applicable
- Complete Starter Kit questions
- Complete myLearningPointe training classes (where applicable)
- Review and sign Communication Management, Change Management & Risk Management Plans

- **General Project Management**

Active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities are supplemented by critical control points, progress checkpoints, called Plexus Gates are included to ensure that the project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to both a time and cost budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.

- Status meetings & Project Status Reports
- Client signoff and acceptance letters
- Project plan change requests
- Product Change Requests
- Product Improvement Forms
- Plexus Gates

- **Project Kickoff**

The Project Kickoff consists of three discreet activities: Project Kickoff presentation, Workflow Assessment and Scope Review.

The project kickoff presentation gives the Client Executives, project sponsors and project leadership an opportunity to create excitement for the organization and the project as well as pass down key messages and expectations.

The scope review session includes breakout sessions led by SA's to review in detail the contract scope.

During the Workflow Assessment the Netsmart Solution Architect (SA) and Client departmental/solution representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department, will walk through the departments to get an understanding of the Client's unique workflow and processes and how it aligns with Netsmart's recommended practices. The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the Workflow Assessment which will serve as a framework for questions and documentation of the discussions that occurred during the assessment. During the Workflow Assessment portion of the event, the discussions are a continuation of the data collection started during Project Planning. The Solution Architect will provide a demonstration of basic departmental workflow, if applicable, providing context for additional design

decisions to be made. This event will represent the culmination of data collection and design decisions leading to the building of a complete and functional system.

Client leaves the Project Kickoff event with assignments to be performed over the next several weeks. The assignments will be documented along with expected due dates and can be reviewed as a part of the Event Summary Document. The Netsmart project team will work with the Client to establish these deadlines and schedule conference calls to provide guidance and ensure the Client is on track.

Objectives:

- Conduct official project kickoff meeting
- Introduce Netsmart Solution Architects
- Review Starter Kit outstanding items
- Conduct Workflow Assessment
- Identify improvement opportunities
- Conduct scope review
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Project Kickoff Assessment (Gate 2)
- Conduct integration discussions
- Discuss data collection materials
- Identify Policies & Procedures requiring change
- Review the event summary and sign-off
- Plan for next event

Client responsibilities:

- Deliver Project Kickoff presentation (with Netsmart leadership support)
- Complete Starter Kit questions prior to the event
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during departmental walkthroughs
- Participate in scope review discussions
- Provide knowledge of requested data and current departmental processes and workflow
- Identify Standard Operating Policies & Procedures for organization that will require change
- Make design decisions for future state processes
- Complete data collection assignments by defined due dates
- Identify process improvement opportunities
- Provide necessary facilities and equipment to support the event if applicable

- **Final Review & Validation**

This event consists of three discrete parts: Final Review & Application Training, System Testing & Learning Plan discussions.

The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the Clients completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the Client personnel.

The System Testing Session will include a starter set of test scripts, examples upon which they can customize their own scripts, as well as instruction on testing principles, policies and procedures. During this session, there will also be discussion regarding the development of a Client testing strategy/plan for which the Client will be given a sample on which to build their own.

The Learning Plan session is included to help Clients develop a solid plan to ensure end-users will be effectively trained prior to go-live. This will be critical to the success of the project as well as adoption of the solutions. The plan will include training strategies, resource requirements, any required technologies and/or logistics, timelines, goals and objectives.

The same group of Clients that attended Solution Review should attend the Final Review & Validation event. Additionally, while it may be the same individuals, depending on your staffing plan, the event should also include any individuals who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing. It affords them an opportunity to practice and become familiar with the system.

Objectives (Final Review)

- Provide in-depth demonstration of the solutions and build using the Client's domain
- Review and confirm design decisions and build
- Confirm the solution workflow
- Complete design process
- Provide hands-on solution training
- Conduct Plexus Final Design Assessment (Gate 3)
- Plan for next event

Objectives (System Validation)

- Provide training on test script development and testing concepts
- Begin development of Client-specific system test scripts
- Plan for next event

Objectives (Learning Plan Development)

- Conduct Learning Plan session
- Begin development on Learning Plan
- Plan for next event

Client responsibilities:

- Participate in Final Review & Validation event
- Provide appropriate resources to attend sessions
- Complete data collection assignments
- Validate design and build
- Signoff design decisions
- Customize sample test scripts to use during system and integration testing
- Customize sample training materials in preparation for end-user training
- Develop Learning Plan & execute against plan for end-user training

• Go-Live Preparation

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to the Client. Solution and project management discussion are delivered during this week and focus, in preparation for go-live, on assessing the Client's knowledge of the system as well as preparing the Client for their training events and go-live. In the solution discussions, the Client trainers are expected to provide a live demonstration of the system back to the Netsmart project team to confirm their understanding of the system and to confirm they are prepared to effectively train the end-user population.

System Testing, while not complete, should be well underway. Netsmart Project Management will facilitate the event at the Client site, while the rest of the Netsmart project team participates via a conference call.

In addition to the above, during this event, the Client will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, *not* design and build activities. After maintenance training, the Client is equipped to make changes, modifications and updates to their implemented system.

Client representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

Those attending the event should be the same as the Final Review and Validation attendees. Department heads and/or key departmental representatives should attend the solution activities along with the Client representative responsible for testing coordination.

Solution-Specific Activities & Objectives

- Client to demo system using the Client demo script exhibiting a clear understanding of the solution functionality and departmental processes
- Understand open issues, escalate, and plan as appropriate
- Review completed training materials
- Review Go-Live Readiness Assessment
- Prepare Client representatives to make common data base updates
- Train Client to locate supporting documentation and to use the appropriate tools to manage system maintenance
- Educate Client on troubleshooting tools and techniques

Project Management Activities & Objectives

- Initiate ownership transition process
- Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing
- Confirm and Finalize Integration Testing Plan if applicable
- Confirm Client policies and procedures have been updated
- Initiate Go-Live Planning
- Conduct Plexus Go-Live Preparation Assessment (Gate 4)
- Plan for next event

Client Responsibilities:

- Demonstrate understanding of system and departmental processes by leading a demonstration of the application
 - Finalize Training Strategy/Plan
 - Provide adequate training facilities
 - Provide completed testing materials
 - Schedule and perform end-user training
 - Finalize Integration Testing scripts and Integration Testing Plan
 - Confirm users will be trained and available for Integration Testing
 - Confirm facilities and hardware is in place to support Integration Testing
 - Develop and own the Go-Live Plan
 - Attend database maintenance training
 - Learn the application tools needed to maintain the production system
- **Integration Testing**
One round of Integration Testing will be conducted according to the Client's Integration Testing Plan. Integration Testing will be executed at the Client's site and will be led by the Client project management team with assistance from the Netsmart project team.

IT will allow the system testers to flow a complete patient experience, “a day in the life” of a patient, using the system including all involved, major workflow processes. This event also allows the Client to validate SOPs and end-user training prior to conversion.

Objectives

- Complete Integration Testing according to plan
- Confirm Go-Live preparedness
- Ensure all critical path issues have an action plan
- Conduct Plexus Go-Live Assessment (Gate 5)
- Plan for next event

Client responsibilities:

- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

- **Go-Live:**

Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the Client site, supported by both project teams. Netsmart support will include remote support from the Netsmart Delivery Consultants/Analysts.

Objectives:

- Begin functional use of Netsmart solutions
- Transition support from Netsmart project team to the Client
- Gather and document feedback regarding project experience, including methodology & project team resources

Client responsibilities:

- Develop and complete go-live plan
- Confirm all systems, resources and 3rd parties are scheduled and prepared for go-live
- Conduct go-live plan meetings to outline plan for all solutions and users
- Execute go-live plan
- Document go-live issues

Schedule D

NETSMART HOSTING ADDENDUM TO LICENSE

This Addendum dated February 2015 (the "Addendum Effective Date") is a supplement to the terms of the License and Services Agreement dated as of February 26, 2008, ("Master License Agreement") by and between Netsmart Technologies, Inc. ("Netsmart") and San Mateo County, CA ("Client").

1. **PURPOSE OF ADDENDUM** This Addendum states the terms and conditions under which Netsmart will provide software hosting services and permit Client to load Data on the Hosted System via a virtual private network ("VPN") or Secure Socket Layer ("SSL").
2. **DEFINITIONS** Capitalized terms in this Addendum that are not defined below will have the same meaning as the terms that are given in the Master License Agreement. All references to Schedules mean the Schedules attached to this Netsmart Hosting Addendum to License unless otherwise indicated.
 - a) "Migration" refers to all services, activities, and infrastructure associated with the migration of the Client's Avatar system and all associated components from the Client Network to Netsmart's Plexus Cloud. An example project plan and narrative description of activities are provided in Schedule 2(a).
 - b) "Client Hardware" means the computer hardware and communications equipment required by Client to log on to the System and use the Software Services and is the responsibility of Client to obtain.
 - c) "Data" has the meaning provided in Section 6
 - d) "Hosted System" means the hardware and software in Netsmart's data center, including the Licensed Programs as defined in the Master License Agreement that are used to provide Software Services to Client. A brief overview of the components and services of the "Hosted System" is set forth in Addendum Schedule 2(b)
 - e) "Month 1" means the first day of the first month after mutual contract execution.
 - f) "Netsmart Provided Hardware" means any equipment provided to the Client by Netsmart
 - g) "Service Charges" means the amount to be paid by Client for
 - i) Netsmart's data center usage;
 - ii) Any Netsmart Provided Hardware ;
 - iii) Any Professional Services
 - iv) The payment terms for Service Charges is set forth in "Schedule A – Charges and Payment Terms" of the Master Agreement and referenced again in Schedule 2(c) of this addendum.
 - h) "SLA" is an abbreviation for Service Level Agreement. The Service Level Agreement, or SLA, describes the functions, features, and performance

capabilities of the Hosted System as available at Client's site and is set forth in Addendum Schedule 2(d).

- i) "Scope of Use" is defined as the utilization of the Hosting Services provided by Netsmart Technologies as defined in "Schedule E – Addendum to Netsmart Hosting to License – Overview of the "Hosted System" Components and Services" and the contractually defined "Named User" count provided under this agreement. Expectations of services not defined in "Schedule E" or utilization by Named Users beyond the contractually defined user count shall be considered beyond the limits of the "Scope of Use"
- j) "Major System Change" is defined as an event wherein the infrastructure or applications were updated to such an extent that said upgrade required down-time where the application was made unavailable to the User Community. While all efforts are made to prepare and mitigate risk, such events are difficult to fully test against production environments and thus require a 72-hour monitoring and stabilization period after the event.
- k) "Back-Up" refers to the act of creating a copy of the system and data for uses such as emergency restore procedures. The components included in a Back-Up effort vary based upon the frequency. Full back-ups of the myAvatar application and the client data stored within are performed nightly and include the entirety of following data types from the point that the system was first put into productive use, to the moment the back-up was initiated; security, compliance, audit, client data, and system configurations. Weekly Back-ups are performed and include all the afore-mentioned application and data components as well as the system Operating System (OS). All back-up tapes are encrypted without exception and stored in a secure vault.

3. **TERM**

- a) Netsmart hereby grants Client a non-transferable, non-exclusive right to access the Hosted System from Netsmart's Data Center for a period of twelve (12) months from the Addendum Effective Date (the "Initial Term").
- b) Client has the option to terminate the hosting relationship with Netsmart prior to the expiration of the Initial Term, on sixty (60) days' notice to Netsmart and payment of an early termination fee equal to ten percent (10%) of the contracted remaining hosting fees through the expiration of the Initial Term.
- c) At the expiration of the Initial Term this Agreement will be automatically renewed on an annual basis on the anniversary of the Addendum Effective Date for additional one year terms ("Option Terms"). Either party may terminate this agreement as of the last day of the Initial Term or any Option Term, by giving the other party not less than one-hundred and eighty (180) days, in the case of a termination by Netsmart, or sixty (60) days, in the case of termination by Client, written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term as the case may be.
- d) The Hosted Software Services may be used by Client only:
 - i) for Client's internal business purposes and not to process the data of any other entity; and

- ii) for access by the maximum number of named users permitted under the master License Agreement; and
- iii) so long as the Client is not otherwise in default under the Master License Agreement or this Addendum.

Subsections (i), (ii), and (iii) above shall be understood to permit non-employees of Client, such as agents or contractors who have a need for access to the Licensed Programs to support the internal operations of Client, to be added as named users for the Licensed Programs.

- e) This Addendum does not convey to Client any title or ownership interest in the Hosted Systems or the Licensed Programs. Client has additional rights in the Licensed Programs, however, under the Master License Agreement.
- f) The Hosting Services covered by this Addendum are provided solely to Client. Client is prohibited from engaging in any activity that makes these Hosting Services available to third parties.

4. **CHARGES AND PAYMENT TERMS**

a) Client agrees to pay Netsmart the Service Charges in the amounts and at the times set forth in Addendum Schedules. With the exception of the initial invoice which is due upon contract signing, invoices are payable net thirty (30) days after invoice date. Thereafter, any outstanding balance shall bear simple interest at the lower of 18% per annum or the highest interest rate permitted by law. Failure to make timely payment is considered a material default of the Master License Agreement.

b) Netsmart agrees that it will not revise the Charges for Hosting Services during this Amendment period. Netsmart will give Client not less than sixty (60) days written notice prior to any anniversary of the Addendum Effective Date with the revised schedule of Hosting Service Charges. Charges will not be increased 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 4%, whichever is higher.

5. **TAXES**

The Charges set forth in this Agreement do not include any taxes. Where applicable, there shall be added to such Service Charges and Client shall pay amounts equal to any taxes (however designated, levied, or based) on such Service Charges including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart.

6. **PROTECTION OF CLIENT DATA**

As used in this paragraph 6, the word "Data" means all information acquired from Client that will reside on a Netsmart secure server and be maintained for Client during the performance of this Agreement. All facilities used to store and process Client data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less

protective than those used to secure the Netsmart's own data of a similar type. Without limiting the foregoing, Netsmart warrants that all Client Data will be encrypted in transmission (including via web interface) and storage at no less than 128-bit level encryption.

7. **GENERAL TERMS**

Except as expressly set forth in this Addendum, the relationship between Netsmart and Client will be governed by the provisions of the Master License Agreement.

8. **SURVIVAL OF TERMS**

In the event this Addendum terminates pursuant to its terms, the Master License Agreement will continue in full force and effect.

9. **CROSS DEFAULT**

A default by Client and resulting termination of the Master License Agreement will similarly terminate the license rights granted by this Addendum. A default and termination of this Addendum, however, will not constitute grounds for termination of the Master License Agreement, unless the default under this Addendum would likewise be grounds for termination of the Master License Agreement

10. **USE OF NETSMART WEBSERVICES**

If separately purchased, Netsmart supports the use of Netsmart provided web services in both the SaaS and hosted environmental platforms. The only medium for transmission of web services data into the Netsmart environment will be through VPN tunneling across the Internet. Netsmart offers two VPN offerings, depending upon the needs of the ClientClient, which include VPN clientClient software installed on each machine submitting web services data or VPN appliances which establish a permanent VPN tunnel between the clientClient environment and the Netsmart data center.

Schedule E - Addendum to Netsmart Hosting to License Overview of the “Hosted System” Components and Services

HOSTING COMPONENTS

A. Avatar Environment

Netsmart will provide redundant middleware and Exchange Control Panel (hereafter, “ECP”) servers to San Mateo running through Secure Socket Layer (SSL), load balanced with enterprise F5 load balancers, tied to a backend Cache database. This environment will be replicated to our Kansas City data center with failover capabilities spelled out in the Disaster Recovery portion of this document. The environment will be provisioned based up concurrent number of users and estimated growth patterns. Netsmart implements and utilizes real-time monitoring on its entire Avatar hosted system, providing feedback on all security, stability, and performance attributes of each system.

The Netsmart Avatar environment is governed under an ISO 27000 series framework, consisting of an extensive set of policies, procedures, and work instructions governing the planning, implementation, management, and support of the environment. Netsmart’s complete set of policies and procedures will be provided under a separate cover.

Netsmart Plexus Support includes application and database patching. Netsmart encourages San Mateo to stay current with applications patches. Patches will be applied to San Mateo’s test environment for testing by Netsmart and San Mateo. Upon successful testing and validation by San Mateo, Netsmart will schedule and apply patches to the San Mateo’s live environment at a mutually agreeable time. Patches affecting core system security and stability, will be escalated and applied to the San Mateo environment, as soon as reasonably possible, to ensure optimal security and stability within the hosted Avatar solution.

Avatar application support will continue under the current Netsmart Application support model. System support, consisting of network connectivity, Cache database, security, and infrastructure system support is provided by Netsmart’s Plexus Cloud Systems Engineering team, Infrastructure Team, and Security Teams. San Mateo will be provided all applicable support phone numbers, which include the general hosting phone numbers, 24/7 phone numbers, and escalation phone numbers.

Netsmart Plexus hosting support will continue to utilize the same priority ranking system representing the severity of issue currently being encountered. Reference Shceudle E of this amendment

B. Disaster Recovery

Netsmart provides redundant, dedicated virtualization throughout the entire Avatar environment, including middleware, ECP, and database servers. The middleware and

ECP systems employ load balancing behind master F5 load balancers, monitoring performance and health of each device. System failures are identified and routed around, by the load balancers. The database environment utilizes high availability server components, to fail over between servers, in the event of a failure. Replicated copies of the middleware and ECP environments are maintained offline, at our secondary data center, and updated on a weekly basis or after any changes are made. The database server environments are replicated in real-time to the secondary data center. The target Recovery Time Objective (RTO) for Avatar failover to the secondary data center is 4 hours, though generally can be completed in a matter of minutes. The target Recovery Point Objective (RPO) for data loss is 30 minutes, though all tests generally show times in the sub-2 minute timeframe.

Nightly backups of the Avatar environment occur to local tier III storage and to encrypted backup tapes, which are taken offsite daily by Iron Mountain. Monthly restoration tests of random San Mateo environments occur and are fully documented from all three sources of information.

C. Hosting Scope of Services

- A. **Netsmart Data Center Environments.** The Netsmart Plexus Data Centers ("NPDC") consist of a 2X primary data center environment and an N+1 secondary datacenter environment, both consisting of dual-fed, redundant data operation facility intended to provide uninterrupted power and service for Netsmart clients. The NPDC are designed to significantly reduce client downtime and operates under supervision twenty-four (24) hours per day, seven (7) days per week ("24 x 7"), every day of the year. The NPDC houses all data center equipment, including hosted computing equipment, network equipment, and security equipment. Data center monitoring systems include fire protection (detectors, sprinklers, and dry agent), mechanical systems, camera recording systems, entry alarms, electrical systems, generator operations, water detection systems, and card access control/biometrics access controls. Netsmart engineers observe systems 24 x 7 and report alarms as needed. The following table sets forth the responsibilities of Netsmart and Client regarding the physical facilities:

No.	Table 1: Facility Responsibility Description	Netsmart NPDC	Client
1.1	Environment		
1.1.1	Provide the NPDC facility required to host the computing and network environment	X	
1.1.2	Provide the NPDC equipment and third party software	X	
1.1.3	Manage, monitor and control the NPDC	X	
1.1.4	Provide any applicable UPS/temperature-controlled environment for Netsmart provided equipment needed at Client site (e.g. network equipment, etc.)		X
1.1.5	Provide appropriate rack space for Netsmart provided equipment at the Client site, if applicable		X
1.2	NPDC Facility Management and Monitoring		
1.2.1	NPDC power monitoring for generators - *	X	
1.2.2	Monitoring of chiller system for pressure, temp, alarm and standby- *	X	
1.2.3	Monitoring of electrical room for moisture, UPS availability- *	X	
1.2.4	Monitoring of NPDC data center air-conditioning units, including air conditioning, power, moisture, humidity and temperature- *	X	
1.2.5	Monitoring of NPDC Auto Transfer Switches. Monitors and activates UPS/generator system as incoming power dictates- *	X	
1.2.6	Monitoring and control of the NPDC environment- *	X	
1.2.7	Facility operation and maintenance- *	X	
1.3	NPDC Physical Security		
1.3.1	Camera monitoring is provided throughout the Data Center and exterior entries. Multiple cameras provide views of the Data Center and all access points, which are visible at all times to the on-site operators. All cameras continuously record to tape for future viewing and investigation- *	X	
1.3.2	All primary doors are controlled by card access with biometric readers in high-security areas. Multiple access points must be crossed to access the Data Center floor- *	X	
1.3.3	All secured doors are electronic fail-secure strikes. All door hardware and Monitoring are backed by emergency power- *	X	

1.3.4	Access to host facility is site-restricted via ACL's which are controlled by Netsmart's security personnel	X	
1.3.5	Entry/exit points of service center are monitored via closed-circuit television-*	X	

B. Network Operations. As part of the NPDC Services, Netsmart will provide and manage many aspects of the communications between the NPDC and the Client networks. Each section below describes a unique aspect of the network infrastructure. There are three separate networks that must work together in unison to provide seamless application delivery. In addition, each party agrees to perform their respective network operations responsibilities, as set forth in Table 2 below.

1. NPDC Network Operation. The NPDC Network Operations are the network equipment, software, and console systems that support the servers and databases for Client within a facility or facilities that Netsmart manages. Netsmart will provide and operate at the NPDC all network equipment, third party software and console systems to host the Licensed Software, equipment, and certain third party software (collectively, the "Netsmart Environment"). Netsmart will provide a high-availability network designed to remain fully operational in the event of any single equipment failure. Possible points of equipment failure may include routers, switches, load balancers, and firewalls. Netsmart will support, manage, and maintain this equipment and third party software in a manner consistent with vendor specifications and Netsmart best practices. Netsmart will provide network management of all Netsmart-provided network components in the NPDC to maintain the service levels set forth in this Netsmart System Schedule.
2. Netsmart/Client provided Internet Communications. The Internet Communications Network Operations are the communications infrastructures that include primary and secondary communications circuits between the NPDC and the Internet, and from the client LAN/WAN to the Internet. The Netsmart circuits will be provisioned in a manner that maximizes existing physical circuit diversity from a variety of Internet backbone providers, at both data center environments. This process does not guarantee physical diversity, but rather provides the best practice for obtaining physical diversity. The Netsmart Internet circuits will be sized in accordance with Netsmart best practices for appropriate bandwidth, quality of service and responsiveness. Some metrics that may be used for sizing include active concurrent users, number and volume of interface traffic, number and volume of print activities, etc. All Netsmart-side circuit provisioning and management will be the responsibility of Netsmart in conjunction with Netsmart's third party communications carriers. All communications equipment necessary to terminate these WAN circuits will be provided and managed by Netsmart. The equipment may include routers, switches, firewalls, out-of-band-management consoles and power reboot switches as well as CSU/DSU circuit termination equipment. All client-side circuit provisioning and management will be the responsibility of the client. All communications equipment necessary to terminate these Internet circuits will be provided and managed by the client. The equipment may include routers, switches, firewalls, out-of-band-management consoles and power reboot switches as well as CSU/DSU circuit termination equipment. Netsmart will assist Client in troubleshooting Internet issues that may involve Client's network or client's Internet provider; however, Netsmart reserves the right to charge for the time, materials and travel and related expenses involved in resolution of problems that are determined to originate within Client's network.
3. Client-provided LAN/WAN. Client LAN and Client WAN will consist of any communications circuits, WAN termination equipment and LAN equipment not provided by Netsmart. These circuits and equipment will be managed and maintained by Client. Netsmart will assist Client in troubleshooting issues that may involve Client's network; however, Netsmart reserves the right to charge for the time, materials and travel and related expenses involved in resolution of problems that are determined to originate within Client's network.
4. Netsmart Provided MPLS Connectivity Client location will be provided (2) routers for connection to Netsmart Technologies' MPLS network from client's internal network. An MPLS circuit will be installed at the client location from (2) diverse carriers. Both circuits will be identical in capacity and not less than 20Mbps. Circuits will be provisioned to have connectivity to both Netsmart data centers,

Columbus and Kansas City, through their respective MPLS cloud. Once installed, both circuits and routers will be active allowing traffic to utilize each connection

No.	Table 2: Network Operations Responsibility Description	Netsmart NPDC	Client
2.1	NPDC Network Operations		
2.1.1	All required network equipment within the NPDC, such as routers, switches, load balancers and consoles	X	
2.1.2	Network management of equipment and third party software, including routers, switches, load balancers and firewalls	X	
2.1.3	Redundant power circuits and power distribution	X	
2.1.4	24 x 7 x 365 network support with level 2 and 3 backup available by pager	X	
2.1.5	Monitoring Netsmart-provided applications response time, including round trip latency from Netsmart's Internet providers	X	
2.1.6	Network management, support, installation, and configuration of Netsmart-provided WAN circuits and WAN equipment	X	
2.2	Netsmart/Client provided Internet Communications Network Operations		
2.2.1	Communications circuit(s) from the NPDC to Internet Backbone	X	
2.2.2	Network management including Monitoring systems, device management and polling systems	X	
2.2.3	Monitoring of Netsmart-provided network routers, including utilization, memory, exception reporting, syslog, configuration management and ACL hits/denies	X	
2.2.4	Monitoring of Netsmart-provided WAN links ups/downs, error thresholds, bandwidth, and CIR packet flow/loss	X	
2.2.5	Communications circuit(s) from the CLIENT to Internet Backbone		X
2.2.6	Network management including Monitoring systems, device management and polling systems		X
2.2.7	Monitoring of client-provided network routers, including utilization, memory, exception reporting, syslog, configuration management and ACL hits/denies		X
2.2.8	Monitoring of Client Gateway ups/downs, router, switch, power		X
2.3	Client LAN/WAN Operations		
2.3.1	Network management, support, installation, and configuration of Client provided WAN circuits and WAN Equipment		X
2.3.2	Network management, support, installation, and configuration of Client LAN infrastructure		X
2.3.3	Management of network printers, terminal servers, PCs, terminals or other Client-side equipment		X

- C. Systems Management. As part of the NPDC Services, Netsmart will provide systems management services for the management, security and performance of the computing systems required to operate the Licensed Software. The "back-end system" includes third party software, certain Sublicensed Software, and host nodes running the Licensed Software database as well as the Avaguard monitoring system, and interface engine. This aspect of the back-end system also includes the storage technology and media. The back-end systems

also include the required operating systems ("OS") and layered products necessary for the System to operate. The computing system includes the back-end system and the front-end application server resources necessary to provide access to the System and executes the Licensed Software and server requirements to facilitate printing (excluding Client print servers required for and on Client LAN). The computing system includes management and Monitoring systems and software to monitor and report on system health, security, capacity and availability.

The front-end system includes the required OS and layered-product licenses (necessary for the System to operate). The system management services include the responsibility for the equipment and third party software maintenance of the computing system and associated infrastructure in accordance with manufacturer-recommended and supported practices. In addition, such services include processes and resources to monitor the computing systems and to report and alert on compromised system health, security, capacity, and availability. Furthermore, Netsmart will:

- Meet or exceed contracted performance, capacity, and System Availability (as defined below) levels using the appropriate management methodologies, resources, and tools for the Netsmart Environments
- Provide System performance Monitoring and tuning
- Provide System capacity analysis and planning
- Provide storage management for all the in-scope environments
- Use and adhere to documented change management processes and procedures
- Use and adhere to documented problem management processes, procedures and escalation guidelines
- Provide and monitor mutually agreed-upon security functions in conjunction with Client's security officer and in accordance with documented security policies

In addition, each party agrees to perform their respective systems management responsibilities, as set forth in Table 3 below.

No.	Table 3: Systems Management Responsibility Description	Netsmart NPDC	Client
3.1	Equipment and Third Party Software Acquisition and Provisioning		
3.1.1	Provide back-end computing systems consisting of CPU, memory and data storage required to operate the in-scope environment(s) Back-end computing systems will be provided in accordance with obligations set forth in this Netsmart System Schedule and certified by Netsmart Engineering	X	
3.1.2	Provide OS and layered-product software licenses for back-end systems required to operate the in-scope environment(s)	X	
3.1.3	Purchase of database Sublicensed Software and ongoing Sublicensed Software Maintenance fees	X	
3.1.4	Provide front-end computing systems necessary to facilitate Client access to their specific in-scope environment(s) Front-end computing systems will be provided in accordance with obligations set forth in this Netsmart System Schedule and certified by Netsmart Engineering	X	
3.1.5	Provide OS and layered-product software licenses for front-end systems required to operate the in-scope environment(s)	X	
3.1.6	Provide systems and third party software necessary for Netsmart to manage and monitor back-end and front-end systems	X	
3.1.7	Provide front-end servers required to facilitate printing from the in-scope environment(s), excluding Client-specific print servers required for local printing on Client site	X	

3.1.8	Provide systems required for Client local printing from Avatar and non-Avatar applications		X
3.1.9	Provide systems required for Client access to Client's LAN (e.g. local authentication, primary/backup domain controllers) and other non-Avatar functionality		X
3.1.10	Provide front-end computing systems necessary to facilitate local Client Licensed Software installation. Computing systems must meet Netsmart minimum system requirements		X
3.2	Management and Monitoring		
3.2.1	Apply OS and layered-product service packs to front-end and back-end systems as required to maintain system health, security, availability and capacity	X	
3.2.2	Monitor the computing systems (24 x 7) to report and alert on compromised system health, security, availability and capacity	X	
3.2.3	Reboot back-end and front-end computing systems on a recurring schedule to optimize performance of the computing environment	X	
3.2.4	Monitor charting application services (charting and Remote Report Distribution) for successful completion		X
3.2.5	Resubmit and/or reroute any failed print jobs		X
3.2.6	Provide OS and layered-product software licenses for front end systems required for a local Avatar application installation (Windows, Crystal)		X
3.3	Security Administration		
3.3.1	Provide system third party software and equipment security controls	X	
3.3.2	Monitor System security errors, exceptions and attempted violations as dictated by standard procedures	X	
3.3.3	Host facility physical security measures and controls	X	
3.3.4	Secure backup media with check-in and check-out procedures	X	
3.3.5	Store Client's backup media in a manner that will protect the confidentiality of the data stored on them and ensure that such data remain Client's property	X	
3.3.6	Run and monitor continuous intrusion detection software on both host and network-based systems	X	
3.3.7	Provide secure environment for on-site and off-site storage for backups	X	
3.3.8	Virus detection and correction as required	X	
3.3.9	Provide corporate IT Security Manager to monitor and enforce security procedures and resolve exception report issues	X	
3.3.10	Provide logical security using lockdown procedures post production	X	
3.3.11	Assign and manage accounts for Client users to access systems		X
3.3.12	Designate assigned security representative to ensure personnel have appropriate access and be responsible for review of access controls, etc.		X
3.4	Other Third-Party Software		

3.4.1	Provide adequate licenses for third party products used to augment Avatar functionality Third-party products will be implemented in accordance with obligations set forth in the contract and certified by Netsmart Engineering		X
3.5	Miscellaneous Technologies Selection, Deployment and Management		
3.5.1	Provide, configure, host and manage other non-Avatar resources deployed to augment Avatar functionality (excluding those which have not been identified as Netsmart Avatar technology partners) Resources excluded may consist of, but are not limited to, biometric authentication application and database servers, and medical encoding application and database servers	X	
3.5.2	Select peripheral technologies certified by Netsmart and consult with Netsmart Technical Project Manager prior to final selection Peripheral technologies consist of PCs, thin client devices, hand-held devices, printers, document scanners, and barcode scanners Netsmart is responsible for providing Client with a list of validated devices, and Client is responsible for making their selection and verifying with the TPM that it is valid according to the list provided	X	X
3.5.3	Procurement and deployment of peripheral technologies in accordance with Netsmart- certified configurations		X
3.5.4	Peripheral devices configuration, management and maintenance (Web browser configuration, connectivity, rebooting, paper, toner, paper jam, device offline, etc.)		X
3.5.5	Client site peripheral management (adds, moves and changes--some changes may require NPDC assistance to implement)		X
3.5.6	Provide virtual access to peripherals and interfaces as needed to support Client		X

D. Database Administration. Netsmart will provide the ability to implement and maintain database access, performance and availability in a consistent and efficient manner across all System environments. Client will maintain the content and integrity of the database. Netsmart will:

- Install and maintain Database Management System ("DBMS") software as defined in Table 4 below
- Provide appropriate database management methodologies, resources and tools to manage, troubleshoot, back up and recover the database environments.
- Monitor and report on database performance and capacity
- Provide DBMS storage management
- Monitor and manage database security
- Maintain offsite backup of the System and Client data (the offsite media backup will operate and perform in a manner comparable to NPDC with respect to both System and Client data)

In addition, each party agrees to perform their respective database administration responsibilities, as set forth in Table 4 below.

No.	Table 4: Database Administration Responsibility Description	Netsmart NPDC	Client
4.1	Software Installation and Upgrade		
4.1.1	Installation, management, and upgrading of third party database software necessary to support the Licensed Software.	X	
4.1.2	Certification of application environment after database or other upgrade		X
4.2	Performance Management and Monitoring		
4.2.1	Monitor database alert logs	X	
4.2.2	Monitor database number of extents remaining	X	
4.2.3	Monitor database freespace	X	
4.2.4	Monitor database freespace deficits	X	
4.2.5	Monitor database instance status	X	
4.2.6	Monitor database lock conflicts	X	
4.2.7	Monitor space available in tablespace	X	
4.2.8	Monitor status of database listeners	X	
4.2.9	Reorg/defragment database objects/tablespace	X	
4.2.10	Analysis and tuning of any custom scripts developed by Client or third-party		X
4.2.11	Monitor basic database performance characteristics such as I/O	X	
4.2.12	Monitor and manage file and tablespace	X	
4.3	Backup, Restore and Recovery		
4.3.1	Perform system backups as specified in standard backup procedure	X	
4.3.2	Media rotation	X	
4.3.3	Verify backup logs	X	
4.3.4	Maintain and document backup requirements	X	
4.3.5	Coordinate offsite storage functions, including logging, tracking, labeling, ordering, receiving and sending storage media	X	
4.3.6	Restore System data as required	X	
4.3.7	Define System-wide recovery and backup requirements	X	
4.3.8	Schedule and test routine recovery procedures	X	

4.3.9	Perform the required frequency of replacement for all media in storage	X	
4.3.10	Backup of Client-based PCs and servers		X
4.3.11	Verification of restored environment		X

- E. Applications Management. Applications Management services are the services required to manage the Licensed Software application level of the System. As part of the NPDC Services, Netsmart's primary function with respect to Applications Management is in the areas of service package management, application server management, and monitoring and reporting on application processes. Each party agrees to perform their respective Applications Management responsibilities, as set forth in Table 5 below. Netsmart will upgrade the System as required to keep Client on a supportable release; but not more frequently than limit set forth in the scope of use table above. Specific service packages will be made available as required to address a medical need, financial need or regulatory requirement. Client will, at its own expense, support, manage and provide training for all Licensed Software, including without limitation all maintenance and build activities related to production financial and clinical applications and Licensed Software upgrades. Client agrees to use "superusers" to provide Licensed Software management support.

No.	Table 5: Applications Management Responsibility Description	Netsmart NPDC	Client
5.1	Service Package Management		
5.1.1	Load patches and Service Packages as required to meet contractual agreements	X	
5.1.2	Installation of New Releases on a periodic basis, subject to notice and approval by Client. (Frequency as set forth in the scope of use limit section above)	X	
5.1.3	Perform back-end special instructions for service package loads	X	
5.1.4	Perform front-end special instructions for service package loads	X	
5.1.5	Support applications testing by providing a certification domain to Client as required to support contractual commitments	X	
5.1.6	Monitor Licensed Software notifications for issues related to patient care, financial burden, or performance		X
5.1.7	Request patches & service packages as needed to keep the System at a supportable level (as defined above)		X
5.1.8	Perform application special instructions for service package loads as needed		X
5.1.9	Perform service package certification guidelines as needed		X
5.1.10	Test service packages /application enhancements, fixes and upgrades and assure the integrity of the resulting data. Client is responsible for final signoff		X
5.1.11	Perform and manage the process for local installations of the Licensed Software application on Client PCs		X
5.2	Monitoring tasks		
5.2.1	Monitor Application Servers for appropriate number/ups/downs	X	
5.2.2	Monitor orphaned journal transactions	X	
5.2.3	Monitor Avatar System Access logs and perform maintenance		X

5.2.4	Verify client record status		X
5.3	Audit reports and logs		
5.3.1	Review/monitor audit reports and logs		X
5.3.2	Perform Client audits/reports/tools		X
5.4	User accounts		
5.4.1	Establish ongoing setup and maintenance of user accounts for Licensed Software products		X
5.5	Maintenance Activities		
5.5.1	Cycle Application Servers as needed	X	
5.5.2	Perform event code/event set changes as required		X
5.5.3	Provide and maintain application-specific security such as task access, positions, and role setup		X
5.5.4	Train end users on application		X
5.5.5	Maintain change management of all local installations of the Licensed Software applications on Client PCs		X
5.6	Avatar Software Operations		
5.6.1	Perform Daylight Savings Time management activities	X	
5.6.2	Notify Client help desk of issues found that affect service	X	
5.6.3	Set up and review purges and operations jobs		X
5.6.4	Run/review Licensed Software operations		X
5.6.5	Add/remove operations jobs		X
5.6.6	Monitor operations for successful completion		X
5.6.7	Restart production jobs as required		X

- F. **Interface Management.** Interfaces include both medical device interfaces ("MDI") and foreign system interfaces ("FSI") that reside on the System. Each party agrees to perform their respective Interface Management responsibilities, as set forth in Table 6 below.

No.	Table 6: Interface Management Responsibility Description	Netsmart NPDC	Client
6.1	Monitoring		
6.1.1	Monitor Netsmart outbound interface queue counts and over-threshold alarms	X	
6.1.2	Monitor and cycle inbound interfaces as required to establish connections or start transactions sending		X
6.1.3	Monitor Netsmart inbound cycle times over-threshold alarms	X	
6.2	Management		
6.2.1	Notify Client help desk of issues found that affect service	X	
6.2.2	Notify Netsmart Hosting Support when cycling interface/VPN's or of known ups/downs		X
6.2.3	Review system access logs		X

6.2.5	Review error logs		X
6.2.6	Notify Netsmart's Hosting Support of issues found that affect service		X

G. Administration. Each party agrees to perform their respective administrations responsibilities, as set forth in Table 7 below.

1. Change Management. Netsmart and Client will follow a formal process for changes that could affect the hosted System. Netsmart will provide a copy of the change management procedure to Client. This process (i) ensures that changes occur in a controlled environment so that all parties understand the potential impact of an impending change, and (ii) identifies potentially affected systems and processes prior to implementation of the change(s). Client must authorize all changes that affect production domains as specified in the standard change management procedure. Client agrees to cooperate with Netsmart in connection with providing reasonable and appropriate maintenance windows and participating in the testing as reasonably required.
2. Problem Management. Problem management is the identification, assessment of impact, reporting, tracking, escalation, notification, and resolution of problems that occur in the NPDC. Client is responsible for maintaining a staffed help desk that will provide the first line of support for users and data coordination calls. This line of support must be able to distinguish application issues versus connectivity or infrastructure issues. In addition, the use of "superusers" at Client site should be maintained to address application-specific issues.
3. Audit. Upon written notice from Client to Netsmart's VP of Hosting/Systems Engineering, Netsmart will permit access to the NPDC and processing environment for Client's auditors and/or an independent third party retained by Client. Client will provide Netsmart's VP of Hosting/Systems Engineering an audit agenda two (2) weeks prior to audit date. Any such audit conducted by Client auditors and/or an independent third party auditor retained by Client shall be limited to one (1) audit per calendar year. Netsmart shall provide reasonable support and assistance during any such audit(s) to include preparation, pre-audit events and 1 business day of physical NPDC access. Netsmart will conduct a periodic independent audit (internal or third party) of the NPDC operating environment in accordance with applicable standards. Questions regarding NPDC audits should be directed to Netsmart's VP of Hosting/Systems Engineering.

No.	Table 7: Administration Responsibility Description	Netsmart NPDC	Client
7.1	Change Management		
7.1.1	Provide and maintain an automated change management system for the centralized reporting and tracking of changes made by Netsmart personnel	X	
7.1.2	Provide a weekly Avatar patching maintenance window		X
7.1.3	Allow for a monthly global maintenance window		X
7.1.4	Notify Netsmart of planned outages on Client side		X
7.1.5	Designate at least two individuals responsible for signing change forms		X
7.1.6	Notify Netsmart of changes to Client environment		X
7.1.7	Certify ALL changes prior to moving them to production		X
7.1.8	Test application enhancements, fixes, and upgrades and assure the integrity of the resulting data		X
7.1.9	Provide sufficient advance notice (6 months) to Netsmart of material changes to Client growth (e.g., order volumes, users)		X
7.2	Problem Management		

7.2.1	Provide and maintain a method for proper escalation of problems within Netsmart hosting management	X	
7.2.2	Log all incidents and problems in accordance with documented processes.	X	
7.2.3	Maintain ownership of all problems related to Netsmart services through closure or until agreement that the problem is not within Netsmart's scope of responsibility	X	
7.2.4	Provide appropriate contact numbers or other information necessary to communicate with key NPDC support staff	X	
7.2.5	Perform post-mortem reviews on problems that affect service level standards, including root cause analysis if possible	X	
7.2.6	Notify Netsmart's hosting support desk of issues found that affect service	X	
7.2.7	Staff operations 24 x 7	X	
7.2.8	Provide on-call technical staff 24 x 7	X	
7.2.9	Ensure proper notification and escalation in accordance with standard operating procedures	X	
7.2.10	Maintain Client help desk to provide first line of support for Users		X
7.2.11	Identify applications issues versus connectivity issues		X
7.2.12	Provide and maintain a method for proper escalation of problems within Client's management		X
7.2.13	Assign IT Coordinator for primary contact by Netsmart technology group as per Netsmart standard escalation procedures		X
7.3	Service Management		
7.3.1	Provide system availability reporting	X	
7.3.2	Create incident reports for outages	X	
7.3.3	Maintain inventory of installed products	X	
7.3.4	Provide statistics and management reports to Client on a regular basis as detailed in the procedures manual	X	
7.3.5	Provide Client with detailed reporting and statistics on reported problems	X	

Schedule F
SERVICE LEVEL AGREEMENT
For
Hosting Account Services

1. Coverage Definitions

This Hosting Availability Service Level Agreement (SLA) applies to you ("Client") if you have contracted for any of the following web-based services from Netsmart: Avatar, TIER, Insight, or Cache hosting, e-mail hosting, or web hosting.

This Section sets forth the System Availability commitments for Hosting Services. If monthly System Availability (as defined below) falls below 99.9%, Netsmart will provide a credit against the Client's next monthly Hosting Fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

<u>System Uptime %</u>	<u>Credit %</u>
>= 99.9% to 100 %	0
>= 98.0% and < 99.8%	5%
97.0 to 97.9%	10%
95.0 to 96.9%	15%
< 94.9 or below	25%

2. System Availability Calculation

- a) Netsmart will calculate System Availability as set forth below for each month during the Term of this Netsmart Contract Addendum.
- b) System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

$$\text{System Availability} = [(\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})] \times 100$$

"Base Time" equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

"Unscheduled Downtime" equals the time (in minutes) during which the Production System is not operational (excluding "Scheduled Downtime") from Netsmart's Hosting facility internet connection based on the measuring methodology documented below.

"Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to Schedule Downtime after regular business hours,

during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc. Client will be informed of Scheduled Downtime at least thirty (30) days before the downtime occurs. If the Client and Contractor agree that a downtime is required to address an urgent or emergent issue, the downtime will be considered Scheduled Downtime if Client has at least twenty-four hours' notice of the outage. If the notice is less than twenty-four hours, the downtime will be considered Unscheduled Downtime. Notice may be delivered via an email or telephone during Client Business Hours.

- c) Client is permitted to audit the Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of the Unscheduled Downtime. This audit must take place within 30 days of the month end.
- d) Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the Hosting Fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages, unless Client has tested the recommended Service Package and reported deficiencies. Upon notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages. If Client has reported in-writing non-cosmetic deficiencies in a Service Package, Client may elect in writing not to implement that Service Package until the non-cosmetic deficiencies are fixed and will not waive any credits set forth above. Once Client has determined that the reported deficiencies are fixed, Client will implement the required Service Package.
- e) Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart as long as all non-cosmetic deficiencies are fixed.. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the Hosting Service fees. Client and Netsmart will work together to establish an implementation schedule for the

layered software enhancements. If Netsmart provides notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.

- f) If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.
- g) The System will be considered in a System Stabilization Period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

3. Exceptions

Client shall not receive any credits under this SLA in connection with any failure or deficiency of Hosting Availability caused or associated with:

- a. Circumstances beyond Netsmart's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, web server software, FTP Servers, or statistics) or inability to obtain supplies, or power used in or equipment needed for provision of services;
- b. Failure of access circuits to the Netsmart Network, unless such failure is caused solely by Netsmart;
- c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
- d. Issues with FTP, POP, or SMTP Client access;
- e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Services;
- f. E-mail or webmail delivery and transmission;

- g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers.
- h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

4. Scheduled Maintenance

Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire ASP/Hosting environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM – 5:30AM EST.

5. Credit Request and Payment Procedures

In order to receive a credit, Client must submit a request for credit to Netsmart Technologies, Inc. Accounting at AR@ntst.com, within ten (10) business days after the incident supporting the request or within ten (10) business days after the end of any month with more than one incident. If multiple incidents occur during a month and the sum of the downtime of all incidents in that month exceed the SLA standard, Client will report multiple incidents as the basis for the credit. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing charges. If unavailability is not confirmed by Netsmart as an incident eligible for credit, Netsmart shall provide via email within 3 business days of the decision, a reason for outage report for the incident(s) and the reason Netsmart disallowed the credit. If Netsmart does not provide a reason for outage report for the incidents, the incident will be treated as eligible for credit and credits will be applied within two billing cycles. If Client disagrees with Netsmart's evaluation of the incident, Client will send Netsmart their analysis of the reason for outage report and why Client reasonably believes the incident(s) qualifies for a credit. If Netsmart and Client are unable to agree at this point, the resolution of the disagreement will follow procedures found in Section 13 of the Agreement.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA cannot exceed the total hosting fee paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this

SLA if Client applied for and received a credit. Nothing in this SLA precludes Client from pursuing an alternate contract remedy for any future incident that may occur.

6. Hosting Fee Reduction Due To Non-Appropriation of Funds

If the State of California falls to appropriate funds for a Family Health Services or Behavioral Health and Recovery Services program area served by this Netsmart Hosting Agreement, the Client may reduce the number of licensed users for which monthly Hosting fees are calculated by the number of licensed users within the affected program area provided:

- a) Client has exhausted all reasonable efforts to pursue the appeals process with the State of California, if any, available to it as a consequences of that decision
- b) Client has given Netsmart at least ninety (90) days prior written notice of the scheduled date of non-appropriation of funds, and
- c) The total number of licensed users for which Hosting fees will continue to be paid does not fall below 75 for Family Health Services and below 500 for Behavioral Health and Recovery Services. (or pick a number)

All monthly Hosting fees due after the reduction in number of licensed users for which monthly Hosting fees are calculated will be recalculated using the per user monthly rates described in Schedule (?) of this Exhibit. The State of California's non-appropriation of funds will have no effect on the Client's obligation to pay monthly Hosting fees due for prior periods.

7. Data Retention and Disposal

Backup and Recovery of data – describe backup and recovery services.:

- A. The Contractor will use commercially reasonable efforts to retain the following types of data based upon the following timeline:

Client Data Records

Active Client Data ----Indefinitely

Inactive Client Data --- 1 year

Security Logs

3 Years (Active)

5 Years (Archived)

Access Logs

3 Years (Active)

5 Years (Archived)

- B. Using appropriate and reliable storage media, the Contractor will regularly back up Client Data and retain such backup copies based upon the following schedule:

Data Retention for Production systems.

Daily – Incremental – (Retain for 30 days)
Weekly – Full – (Retain for 4 weeks)
Monthly – Full – (Retain for 3 Months)
Quarterly – Full – (Retain for 1 year)
Yearly – Full – (Retain “Indefinitely”)

Data Retention for Non-Production systems.

Daily – Incremental – (Retain for 30 days)
Weekly – Full – (Retain for 4 weeks)
Monthly – None
Quarterly – None
Yearly – None

At the end of that time period and at the Client’s election, the Contractor will either securely destroy or transmit to the Client repository the backup copies. Upon the Client’s request, the Contractor will supply the Client with a certificate indicating the nature of the storage media destroyed, the date destroyed, and the method of destruction used.

- C. The Contractor will immediately place a “hold” on the destruction under its usual storage media retention policies of storage media that include Client Data, in response to an oral or written request from authorized Client personnel indicating that those records may be relevant to litigation that the Client reasonably anticipates. Oral requests by the Client for a hold on storage media destruction will be reproduced in writing and supplied to the Contractor for its records as soon as reasonably practicable under the circumstances. The Client will promptly coordinate with the Contractor regarding the preservation and disposition of storage media. The Contractor shall continue to preserve the storage media until further notice by the Client. The Contractor will provide documentation supporting the methods of disposal of storage media, are appropriate to and fulfill all of the Client’s needs. By way of example but not of limitation, all hard drives and tapes used to store Client data must, upon destruction be properly disposed of. These and other media, if used, must be appropriately transferred from one environment to another properly scheduled and prepared for reuse in any event, acceptable methodologies must be employed for tracking and auditing to insure data security.

8. Disaster Recovery –

The Contractor will maintain a disaster recovery plan (the “Disaster Recovery Plan”) with respect to the services provided to the Client. For purposes of this Agreement, a “Disaster” shall mean any unplanned interruption of the operation of or inaccessibility to the Contractor’s service in which the Contractor, using reasonable judgment, requires relocation of processing to a recovery location. The Contractor shall notify the Client as soon as possible after the Contractor deems a service outage to be a Disaster. The

Contractor shall move the processing of the Client's services to a recovery location as expeditiously as possible and shall coordinate the cut-over.

9. Location of Client Data

All Client data hosted by the contractor will be stored in facilities located in the United States of America. At no time is it acceptable for any Client data, when at rest, to be located in facilities outside the United States of America. This restriction also applies to disaster recovery; any disaster recovery plan must provide for data storage entirely within the United States of America.

10. Service Level Agreement Reporting

Netsmart will provide monthly reports of compliance with this SLA. The reports may be delivered either within the Netsmart Support Portal or transmitted via electronic mail to Client staff agreed upon by both parties. The reports will list the number of hosting related tickets opened each month, their current status, the number and percentage of these tickets closed within and outside of the SLA parameters for the assigned priority. The reports will also list the total uptime, scheduled downtime and unscheduled downtime and the percentage of each compared to total expected uptime.

Schedule G - myHealthPointe Portal Supplier Terms and Conditions

This Schedule states the terms and conditions of the Supplier (the “Terms”) that shall further govern the access and use of the myHealthPointe Portal (“Portal”) made available by Netsmart Technologies Inc. Capitalized terms not otherwise defined in this Schedule shall have the same meaning as in the Netsmart Agreement (as defined below).

ARTICLE I – DEFINITIONS

“Documentation” means those materials provided to Client that describe the function and use of the Portal, including without limitation the online user guide for the Portal, as updated from time to time.

“InteliChart” or “Supplier” means InteliChart, LLC, a North Carolina limited liability company.

“Netsmart Agreement” means a written agreement between Netsmart and Client, including all schedules, exhibits, and addenda thereto, pursuant to which Client is purchasing subscriptions to access and use the Portal.

“Order Form” means a Netsmart order form submitted by Client in order to (i) purchase additional User subscriptions to the Portal, and/or (iii) purchase Services from Netsmart. Each Order Form shall be in a form acceptable to Netsmart and shall not be deemed effective unless accepted in writing by Netsmart in its sole discretion. The terms of each such Order Form are hereby incorporated by reference.

ARTICLE II - SUBSCRIPTION AND SERVICES

(a) *Subscription Purchases.* During the Term Netsmart shall make the Portal available to the Client pursuant to, and in accordance with, the Terms, the Netsmart Agreement and each of the applicable exhibits, schedule(s) and/or Order Forms thereto. Client agrees that its subscriptions hereunder are neither contingent on the delivery of any future functionality or features in the Portal nor dependent on any oral or written public comments made by Netsmart regarding future functionality or features in the Portal. For avoidance of doubt, Client acknowledges and agrees that its right to access and use the Portal is subscription-based and is not being provided pursuant any perpetual license grant included within the Netsmart Agreement; provided, however, that the restrictions and limitations imposed on the Licensed Programs included in the Netsmart Agreement shall apply to your access and use of the Portal.

(b) *User Subscriptions.* Unless otherwise specified in an applicable Order Form, (i) the Portal shall be purchased as User subscriptions and may be accessed by no more than the

number of Users purchased by Client from Netsmart, (ii) additional User subscriptions for the Portal may be purchased during the term of the Netsmart Agreement by submitting an Order Form, and (iii) the additional User subscriptions for the Portal shall terminate on the same dates as the then-existing subscriptions for the Portal. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Portal.

(c) *Reservation of Rights.* Subject to the limited rights expressly granted hereunder, Netsmart reserve all rights, title and interest in and to the Portal, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein.

(d) *Client Responsibilities.* Client shall (i) be responsible for its User's compliance with the Netsmart Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of the Patient Data and of the means by which Client acquired the Patient Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Portal, and notify Netsmart promptly of any such unauthorized access or use, (iv) use the Portal only in accordance with the Documentation and all applicable federal and state laws and regulations, (v) not make the Portal available to anyone other than its Users, its administrative personnel and Client's patients, provided that in each such instance that Client shall ensure that such individual (A) shall use the Portal only in accordance with the Documentation and all applicable federal and state laws and regulations and (B) shall not access and/or use the Portal in order to build a competitive product or service, copy any features, functions or graphics of the Portal, or monitor the availability and/or functionality of the Portal for any benchmarking or competitive purposes, (vi) not sell, resell, rent or lease the Portal, (vii) not modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Portal, (viii) not use the Portal to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ix) not store or transmit any material containing software viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, (x) not interfere with or disrupt the integrity or performance of the Portal, (xi) not attempt to gain unauthorized access to the Portal or their related systems or networks, or (xii) not access the Portal in order to build a competitive product or service, copy any features, functions or graphics of the Portal or monitor the availability and/or functionality of the Portal for any benchmarking or competitive purposes.

(e) *Patient Data.* As between Netsmart and Client, Client exclusively owns all rights, title and interest in and to all of the Patient Data. Client hereby grants Netsmart and IntelliChart a non-exclusive, unrestricted royalty-free license to distribute, modify, transmit, display and otherwise exploit any de-identified information contained in the Patient Data, in

any medium, including without limitation, incorporating such de-identified information into Netsmart's and/or IntelliChart's national data repository, as well as submission and sublicense of such de-identified information to third parties for independent studies and analyses, provided, however, that Netsmart's and IntelliChart's right to distribute, modify, transmit, display and otherwise exploit certain personally identifiable Patient Data of Client submitted to the Portal shall be governed by, subject to, and exploited in a manner consistent and acceptable with then-current HIPAA regulations.

Article III - WARRANTIES AND INDEMNIFICATION

(a) *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THE NETSMART AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(b) *Netsmart Breach.* Client acknowledges and agrees that should Netsmart discontinue provisions of services under the Netsmart Agreement, or materially breach its reseller agreement with IntelliChart, then Client may negotiate directly with IntelliChart to obtain subscriptions/licenses and/or services previously provided by or through Netsmart.

(c) *IntelliChart Remedies.* Client acknowledges and agrees that if Client has breached the terms of the Netsmart Agreement as it relates to the Portal, IntelliChart may exercise and enforce in Netsmart's name all of Netsmart's rights under the Netsmart Agreement, subject to the terms of its reseller agreement with Netsmart.

(d) *Indemnity by Client.* Client shall defend Netsmart and IntelliChart from and against any Claim made or brought by a third party against Netsmart or IntelliChart alleging that (i) the Patient Data, or (ii) Client's misuse of the Portal infringes or misappropriates such third party's United States patent, copyright, trademark, or trade secret rights, and shall indemnify Netsmart and IntelliChart for any damages finally awarded against, and for reasonable attorney's fees incurred by, Netsmart and IntelliChart in connection with any such Claim; provided that Netsmart or IntelliChart, as applicable, (x) promptly gives Client written notice of the Claim; (y) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle any Claim unless the settlement unconditionally releases Netsmart and IntelliChart of all liability); and (z) provides to Client all reasonable assistance, at Client's expense.

(e) *LIMITATION OF LIABILITY.* CLIENT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL INTELICHART HAVE ANY LIABILITY TO CLIENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. CLIENT AGREES THAT THE PORTAL IS A DOCUMENTATION TOOL

ONLY, AND THAT THE PORTAL IS NOT INTENDED TO PROVIDE DIAGNOSES, PRACTICE GUIDELINES, ADVICE, OR PROTOCOLS FOR DELIVERING MEDICAL CARE. CLIENT FURTHER AGREES THAT NOTHING IN THE PORTAL OR ANYTHING ELSE PROVIDED PURSUANT TO THE NETSMART AGREEMENT CONSTITUTES OR IS INTENDED TO BE MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL KNOWLEDGE OR JUDGMENT. CLIENT FURTHER AGREES IT SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY IT, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTRACTORS, AND SUPPLIERS IS ACCURATE AND THAT ALL BILLING INFORMATION DELIVERED BY CLIENT TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR SHALL BE ACCURATE AND COMPLETE. NEITHER NETSMART NOR ITS VENDORS SHALL HAVE ANY RESPONSIBILITY AS A RESULT OF THE NETSMART AGREEMENT FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN RENDERING MEDICAL CARE OR FOR INFORMATION PROVIDED TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR.

ARTICLE IV - MISCELLANEOUS

- (a) *Assignment.* Client shall have no right to transfer, assign or sublicense any of its rights, interests or obligations with respect to the Portal to any third party and any attempt to do so shall be null and void.
- (b) *Conflicting Terms.* In the event of any conflict, overlap and/or contradiction of terms between the Netsmart Agreement and the Terms, these Terms shall prevail.

Netsmart Subscription Products Addendum

- **Introduction.** Effective , 2015 (“Effective Date”) this Addendum is a supplement to the terms of the License and Services Agreement dated , 2015 by and between Netsmart Technologies, Inc. (“Netsmart”), and , (“Licensee”), which will be referred to in this Addendum as the “Master Agreement”. The terms and conditions of this Addendum will apply to Subscription Products and Services identified in Section 2 by check mark. All references to Schedules in this Addendum refer to the Schedules of this Addendum.
- **Subscription Products and Services Descriptions.** Subscription Products and Services will include all generic versions, corrections, enhancements and improvements developed by Netsmart during the Term of this Addendum:

myHealthPointe Portal

A Consumer web portal that enables Care Providers to proactively involve Consumers in their care. Using the portal, Consumers can schedule appointments, view current medications, and communicate with their Care Providers.

- **Supplemental Definitions**

Any capitalized term not defined below but used in this Addendum will have the meaning given to that term in the Master 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 annual calendar anniversary of the Effective Date.

“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.

“Changes” All Changes to the terms of this Addendum will be contained in Schedule Z.

“Charges” means the amounts to be paid by Licensee for the right to use the Subscription Products and Services and for hardware or other Third Party Products acquired by Licensee under the terms of this Addendum. The Charges and payment schedule are set forth in Schedule A.

“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”).

“Non-Prescribing User” 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.

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

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

“Technology Environment” means the computer hardware, private network and internet access capabilities, required to install and operate the Subscription Services. A description of the recommended Technology Environment is set forth in Schedule B attached hereto.

“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.

- **License Terms and Conditions**

- The Subscription Products and Services are specifically included within the grant of license and term of license as “Licensed Programs” under the Master Agreement.
- Licensee grants to Netsmart 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 Licensee 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 Netsmart has a bona fide need to do so subject to and for the sole purpose required by this Addendum and the Master Agreement. The Usage License does not confer on Netsmart any right to share Patient Data with third parties other than Netsmart employees or consultants who are bound by agreements that contain confidentiality provisions equivalent to those contained in the Master Agreement. The foregoing restriction on Netsmart’s use of Patient Data does not prohibit Netsmart from making use of Deidentified Data as described and permitted under HIPAA.

- **Term and Termination**

- Netsmart will make the Subscription Products and Services available and Charges will apply, during the year term shown in Schedule A for each Subscription Product or Service (“Initial Term”). After the Initial Term, the Subscription Products and Services will continue to be available to Licensee for additional terms of twelve (12) months, commencing on each subsequent Anniversary Date, unless either party gives the other written notice not less than (90) days prior to an Anniversary Date that it is terminating its use of the Subscription Products and Services.
- In the event that Licensee discontinues using the Subscription Products and Services for any reason, Licensee shall be entitled to the return of all data entered into the Subscription Product. In the event Netsmart ceases doing business, Licensee shall also be entitled to the return of all data entered into the

Subscription Product. In the event data is returned to Licensee, it will be provided in comma delimited file format or another format mutually agreed to by both parties.

- Either party may terminate this Addendum in the event the other is in material breach of the terms of this Addendum, or as permitted under the Master Agreement.

- **Charges and Payment Terms**

Licensee shall pay Netsmart for the Subscription Products and Services as provided in Schedule A. Netsmart will give Licensee not less than days written notice prior to any Anniversary Date of any revised schedule of Charges for a subsequent term. Charges will not be increased for any renewal 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 4%, whichever is higher. Netsmart will invoice Licensee for all recurring charges on an annual basis. All invoices shall bear terms of net cash, days from date of mailing. Failure to make timely payment is considered a material default of the Master Agreement.

- **Licensee Obligations**

In addition to the obligations under the Master Agreement Licensee agrees:

- That it has no ownership rights in data or information in the DID services or content.
- To restrict use of Drug Information Data to licensed healthcare professional directly connected with the Licensee, 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 Licensee and the publisher of the Drug Information Data, Licensee 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.
- To maintain accurate and up to date Patient Data in all systems covered by the Master Agreement. Licensee hereby represents and warrants that it has obtained from its patients all authorizations and consents required under all applicable laws in order for Licensee to provide Data to Netsmart (and its third party vendors if applicable) and for Netsmart and its vendors to use Data to provide the Services in accordance with this Addendum.
- To provide support to its Users and Consumers related to their use of the Subscription Products and Services.
- To notify Netsmart in the event Licensee 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 Licensee receives a subpoena or other legal process requiring disclosure of Netsmart confidential information or DID content.
- For myHealthPointe Portal, to adhere to the terms and conditions or at a minimum, terms that are the same as or equivalent to the terms stated in Schedule D.
- For myHealthPointe Portal, to provide the Required Hardware Configuration listed in Schedule B.

- **Netsmart Obligations**

In addition to the obligations of the Master Agreement, Netsmart will be responsible for:

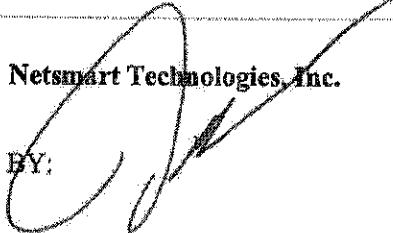
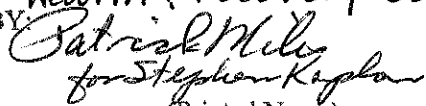
- Establishing SSL connectivity between the Consumer's computing device and the Care Provider's firewall;
- Meeting the service levels as stated in Schedule C;
- Keeping Patient Data confidential in accordance with the terms of the Master Agreement.

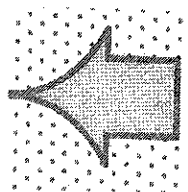
• **Limitation on Cumulative Liability**

EXCEPT FOR A CONTRACTUAL OBLIGATION TO INDEMNIFY LICENSEE, THE CUMULATIVE LIABILITY OF NETSMART TO LICENSEE FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THE SUBSCRIPTION PRODUCTS AND SERVICES COVERED BY THIS ADDENDUM, 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 NETSMART UNDER SCHEDULE A FOR THE PRIOR TWELVE (12) MONTHS.

• **List of Schedules**

Schedule A Subscription Products, Supplemental Services and Charges
Schedule B Technology Environment
Schedule C Service Level Agreement
Schedule D Supplier pass-through terms for myHealthPointe Portal
Schedule Z Changes to Terms and Conditions of Subscription Product Addendum

Netsmart Technologies, Inc. BY:  (Printed Name) TITLE: Joseph McGovern Executive Vice President DATE: Netsmart Technologies, Inc. 3/4/15	LICENSEE: San Mateo County Behavioral Health & Recovery Services BY:  for Stephen Kaplan (Printed Name) TITLE: Stephen Kaplan, Director DATE: 3/5/15
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Schedule A – myHealthPointe Portal Charges and Payment Terms

		2/26/2015 Through 2/25/2016	
Extension of Subscriptions	Qty	Fees	Notes
myHealthPointe Portal - Level V Subscription 751 - 1,000 Named Users	1	32,500.00	Payable upon Execution of the Agreement

☐

Requires Web Server Hardware Configuration

If server is to be supplied by Licensee, Licensee will make available the Web Server(s) that either meets or exceeds the configuration shown in Schedule B Technology Environment.

Schedule B Technology Environment

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

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 Cabled Hard Drive

Schedule C
Service Level Agreement

• **Coverage and Definitions**

This Service Level Agreement (SLA) applies to you (“Licensee” or “Client”) if you have contracted for any of the Subscription Products and Services identified in Section II of this Addendum.

This Section sets forth the System Availability commitments for this Addendum. If monthly System Availability (as defined below) falls below 99.9%, Netsmart will provide a credit against the Client’s next monthly Fees (under this Addendum) to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

System Uptime %	Credit %
>= 99.0% and < 99.9%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

• **System Availability Calculation**

A. Netsmart will calculate System Availability as set forth below for each month during the Term of this Netsmart Contract Agreement.

A. System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

System Availability = [(Base Time – Unscheduled Downtime) / (Base Time)] x 100

“Base Time” equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

“Unscheduled Downtime” equals the time (in minutes) during which the Production System is not operational (excluding “Scheduled Downtime”) from Netsmart’s Hosting facility internet connection based on the measuring methodology documented below.

“Scheduled Downtime” equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to Schedule Downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc.

A. Client is permitted to audit the Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of the Unscheduled Downtime. This audit must take place within 30 days of the month end.

A. Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart

will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the fees under this Addendum. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.

- A. Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the fees under this Addendum. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.
- A. If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.
- A. The System will be considered in a System Stabilization Period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

- **Exceptions**

Client shall not receive any credits under this SLA in connection with any failure or deficiency of Hosting Availability caused or associated with:

- Circumstances beyond Netsmart's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, web server software, FTP Servers, or statistics) or inability to obtain supplies, or power used in or equipment needed for provision of services;
- Failure of access circuits to the Netsmart Network, unless such failure is caused solely by Netsmart;
- Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
- Issues with FTP, POP, or SMTP Client access;
- Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Services;
- E-mail or webmail delivery and transmission;
- Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers.
- Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

- **Scheduled Maintenance**

Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire ASP/Hosting environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM – 5:00AM EST.

- **Credit Request and Payment Procedures**

In order to receive a credit, Client must submit a request for credit to Netsmart Accounting at: AR@ntst.com, within ten (10) business days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA cannot exceed the total hosting fee paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this SLA if Client applied for and received a credit. Nothing in this SLA precludes Client from pursuing an alternate contract remedy for any future incident that may occur.

Schedule D - myHealthPointe Portal Supplier terms and conditions

Schedule not applicable

This Schedule states the terms and conditions of the Supplier (the “Terms”) that shall further govern the access and use of the myHealthPointe Portal (“Portal”) made available by Netsmart Technologies Inc. Capitalized terms not otherwise defined in this Schedule shall have the same meaning as in the Netsmart Agreement (as defined below).

ARTICLE I – DEFINITIONS

“Documentation” means those materials provided to Client that describe the function and use of the Portal, including without limitation the online user guide for the Portal, as updated from time to time.

“InteliChart” or “Supplier” means InteliChart, LLC, a North Carolina limited liability company.

“Netsmart Agreement” means a written agreement between Netsmart and Client, including all schedules, exhibits, and addenda thereto, pursuant to which Client is purchasing subscriptions to access and use the Portal.

“Order Form” means a Netsmart order form submitted by Client in order to (i) purchase additional User subscriptions to the Portal, and/or (iii) purchase Services from Netsmart. Each Order Form shall be in a form acceptable to Netsmart and shall not be deemed effective unless accepted in writing by Netsmart in its sole discretion. The terms of each such Order Form are hereby incorporated by reference.

ARTICLE II - SUBSCRIPTION AND SERVICES

(a) *Subscription Purchases.* During the Term Netsmart shall make the Portal available to the Client pursuant to, and in accordance with, the Terms, the Netsmart Agreement and each of the applicable exhibits, schedule(s) and/or Order Forms thereto. Client agrees that its subscriptions hereunder are neither contingent on the delivery of any future functionality or features in the Portal nor dependent on any oral or written public comments made by Netsmart regarding future functionality or features in the Portal. For avoidance of doubt, Client acknowledges and agrees that its right to access and use the Portal is subscription-based and is not being provided pursuant any perpetual license grant included within the Netsmart Agreement; provided, however, that the restrictions and limitations imposed on the Licensed Programs included in the Netsmart Agreement shall apply to your access and use of the Portal.

(b) *User Subscriptions.* Unless otherwise specified in an applicable Order Form, (i) the Portal shall be purchased as User subscriptions and may be accessed by no more than the number of Users purchased by Client from Netsmart, (ii) additional User subscriptions for the Portal may be purchased during the term of the Netsmart Agreement by submitting an Order Form, and (iii) the additional User subscriptions for the Portal shall terminate on the same dates as the then-existing subscriptions for the Portal. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Portal.

(c) *Reservation of Rights.* Subject to the limited rights expressly granted hereunder, Netsmart reserve all rights, title and interest in and to the Portal, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein.

(d) *Client Responsibilities.* Client shall (i) be responsible for its User’s compliance with the Netsmart Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of the Patient Data and of the means by which Client acquired the Patient Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Portal, and notify Netsmart promptly of any such unauthorized access or use, (iv) use the Portal only in accordance with the Documentation and all applicable federal and state laws and regulations, (v) not make the Portal available to anyone other than its Users, its administrative personnel and Client’s patients, provided that in each such instance that Client shall ensure that such individual (A) shall use the Portal only in accordance with the Documentation and all applicable federal and state laws and regulations and (B) shall not access and/or use the Portal in order to build a competitive product or service, copy any features, functions or graphics of the Portal, or monitor the availability and/or functionality of the Portal for any benchmarking or competitive purposes, (vi) not sell, resell, rent or lease the Portal, (vii) not modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Portal, (viii) not use the Portal to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ix) not store or transmit any material containing software viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, (x) not interfere with or disrupt the integrity or performance of the Portal, (xi) not attempt to gain unauthorized access to the Portal or their related systems or networks, or (xii) not access the Portal in order to build a competitive product or service, copy any features, functions or graphics of the Portal or monitor the availability and/or functionality of the Portal for any benchmarking or competitive purposes.

(e) *Patient Data.* As between Netsmart and Client, Client exclusively owns all rights, title and interest in and to all of the Patient Data. Client hereby grants Netsmart and InteliChart a non-exclusive, unrestricted royalty-free license to distribute, modify, transmit, display and otherwise exploit any de-identified information contained in the Patient Data, in any medium, including without limitation, incorporating such de-identified information into Netsmart’s and/or InteliChart’s national data repository, as well as submission and sublicense of such de-identified information to third parties for independent studies and analyses, provided, however, that Netsmart’s and InteliChart’s right to distribute, modify, transmit, display and otherwise exploit certain personally identifiable Patient Data of Client submitted to the Portal shall be governed by, subject to, and exploited in a manner consistent and acceptable with then-current HIPAA regulations.

Article III - WARRANTIES AND INDEMNIFICATION

(a) *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THE NETSMART AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(b) *Netsmart Breach.* Client acknowledges and agrees that should Netsmart discontinue provisions of services under the Netsmart Agreement, or materially breach its reseller agreement with IntelliChart, then Client may negotiate directly with IntelliChart to obtain subscriptions/licenses and/or services previously provided by or through Netsmart.

(c) *InteliChart Remedies.* Client acknowledges and agrees that if Client has breached the terms of the Netsmart Agreement as it relates to the Portal, InteliChart may exercise and enforce in Netsmart's name all of Netsmart's rights under the Netsmart Agreement, subject to the terms of its reseller agreement with Netsmart.

(d) *Indemnity by Client.* Client shall defend Netsmart and IntelliChart from and against any Claim made or brought by a third party against Netsmart or IntelliChart alleging that (i) the Patient Data, or (ii) Client's misuse of the Portal infringes or misappropriates such third party's United States patent, copyright, trademark, or trade secret rights, and shall indemnify Netsmart and IntelliChart for any damages finally awarded against, and for reasonable attorney's fees incurred by, Netsmart and IntelliChart in connection with any such Claim; provided that Netsmart or IntelliChart, as applicable, (x) promptly gives Client written notice of the Claim; (y) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle any Claim unless the settlement unconditionally releases Netsmart and IntelliChart of all liability); and (z) provides to Client all reasonable assistance, at Client's expense.

(e) ***LIMITATION OF LIABILITY.*** CLIENT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL INTELICHART HAVE ANY LIABILITY TO CLIENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. CLIENT AGREES THAT THE PORTAL IS A DOCUMENTATION TOOL ONLY, AND THAT THE PORTAL IS NOT INTENDED TO PROVIDE DIAGNOSES, PRACTICE GUIDELINES, ADVICE, OR PROTOCOLS FOR DELIVERING MEDICAL CARE. CLIENT FURTHER AGREES THAT NOTHING IN THE PORTAL OR ANYTHING ELSE PROVIDED PURSUANT TO THE NETSMART AGREEMENT CONSTITUTES OR IS INTENDED TO BE MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL KNOWLEDGE OR JUDGMENT. CLIENT FURTHER AGREES IT SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY IT, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTRACTORS, AND SUPPLIERS IS ACCURATE AND THAT ALL BILLING INFORMATION DELIVERED BY CLIENT TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR SHALL BE ACCURATE AND COMPLETE. NEITHER NETSMART NOR ITS VENDORS SHALL HAVE ANY RESPONSIBILITY AS A RESULT OF THE NETSMART AGREEMENT FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN RENDERING MEDICAL CARE OR FOR INFORMATION PROVIDED TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR.

ARTICLE IV - MISCELLANEOUS

(a) *Assignment.* Client shall have no right to transfer, assign or sublicense any of its rights, interests or obligations with respect to the Portal to any third party and any attempt to do so shall be null and void.

(b) ***Conflicting Terms.*** In the event of any conflict, overlap and/or contradiction of terms between the Netsmart Agreement and the Terms, these Terms shall prevail.

Schedule Z

Changes to Terms and Conditions of Subscription Products Addendum

[illegible]