

Proposal for:

Albany County dba Albany County Nursing Home

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Prepared by:

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About PointClickCare

PointClickCare is the electronic health record (EHR) platform of choice for the long-term post-acute (LTPAC) market, helping healthcare providers meet the challenges of senior care by enabling them to achieve the business results that matter – enriching the lives of residents, improving financial and operational health, and mitigating risk. The combination of PointClickCare's intuitive cloud-based software and value-driven implementation model enables senior care providers of all sizes, from single independent homes to the largest multi-facility providers, to deliver a higher standard of healthcare while experiencing superior financial performance. Over 13,500 long-term post-acute care providers throughout North America have chosen to trust their business to PointClickCare.

PointClickCare recognizes that the needs of the LTPAC industry are evolving, and as such continues to reinvest a significant proportion of its annual revenue into ongoing technology research and development. We recruit the best Information Technology (IT) talent available, while hiring industry subject matter experts who have diverse and extensive backgrounds in all facets of the long-term post-acute care market. You can be assured we will always remain well ahead of the curve in terms of technology trends, customer experience, ease-of-use and compliance requirements, enabling you to focus on the health of your business, your staff and your residents, rather than the technology you're using.

Our platform currently holds 1,239,000+ active resident records and is supported by a robust infrastructure that has the capacity to process large volumes of transactions, which enables our users to safely and efficiently submit millions of assessments annually. Our commitment to our customers' success is evidenced by a 99+% lifetime retention rate. Both our corporate values and subscription-based business model support our mission to earn our customers' business every day.

We know that organizations can derive a lot of value through direct collaboration and interaction with their peers. At PointClickCare, we offer our customers multiple avenues to engage with peers to discuss ideas, best practices, and share thoughts about what's happening in the industry through local and online user groups, our online customer community, and our annual user conference, PointClickCare SUMMIT (www.pointclickcaresummit.com).

Our continuously expanding network of partners offers both broad knowledge and expertise, as well as the flexibility to work with a variety of leading technology, consulting and software companies as your needs grow and change. Partners will enhance the value of your investment in PointClickCare so that you can provide optimum levels of support to your residents and staff, while strengthening the health of your business.

Our goal is to improve healthcare by helping providers work better together. We are pleased that you have taken the first step to joining us in this important mission.

PointClickCare

Silver Project Management Bundle Includes:

- Facilitated discovery session(s)
- Standardized project plan and schedule (based on best practices for recommended configuration)
- Project communications plan templates
- Infrastructure & hardware requirements definition
- Change management tools & templates
- As required status update checkpoints and schedule reviews, including:
 - Risk, issue, action log
 - Scope change log
 - Project close-out meeting
- Facilitated transition to Account Management & Support

The following are the terms of a legal agreement (the "**Master Subscription Agreement**" or "**MSA**") between Albany County dba Albany County Nursing Home on behalf of itself and the entities listed in Schedule 3 attached to this MSA (collectively, "**Customer**") and PointClickCare Technologies Inc. dba PointClickCare and its affiliated companies (collectively, "**PointClickCare**") governing Customer's use of and access to PointClickCare electronic health record and related cloud-based services.

1. PointClickCare's Responsibilities

- 1.1 **PointClickCare's Services Commitment.** PointClickCare will: (i) make its cloud-based electronic health record platform, including its clinical and financial management solutions (collectively, the "**Services**"), as ordered by Customer pursuant to a **Quote/Order Form** which shall be deemed part of and subject to this MSA, available to Customer and Customer's Users; (ii) make the Services and PointClickCare Help Desk support available in accordance with PointClickCare's **Service Levels and Support Addendum ("SLA")** attached to this MSA as Schedule 2; (iii) make available "for fee" consulting and professional services as set out in separate PS Quotes/Order Forms and governed by PointClickCare's **Professional Services Addendum** attached to this MSA as Schedule 1; and (iv) provide the Services in accordance with applicable laws and government regulations. "**Users**" means individuals who are authorized by Customer to use and access the Services and who have been supplied user identifications and passwords by Customer. Users may include, but are not limited to, Customer's employees, consultants, contractors, and agents, including qualified medical professionals, as determined and monitored by Customer.
- 1.2 **PointClickCare's SmartPath.** Customer may pursuant to a Quote/Order Form order SmartPath, PointClickCare's solution for Customer to access unlimited, self-directed training and implementation services for a monthly subscription fee in lieu of up-front professional services fees. Customer acknowledges the minimum term of a SmartPath subscription is one year, during which Customer cannot cancel or downgrade its SmartPath subscription, following which the subscription will automatically renew for successive periods of one (1) month. Complete details of SmartPath, including the training modules and implementation services that are included in the subscription, will be provided to Customer as part of its implementation planning.
- 1.3 **PointClickCare's Mobile Applications.** Customer may pursuant to a Quote/Order Form order any or all of PointClickCare's mobile applications, which may be downloaded, installed and used on Users' mobile devices. Customer acknowledges mobile applications require Users' agreement to an end user license agreement in order to download, install and use such applications.
- 1.4 **PointClickCare's Protection of Customer's Resident Record Data.** PointClickCare will: (i) maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of the electronic health records of Customer's residents and other information which would be considered "Protected Health Information" or any similar descriptor ("**Resident Record Data**") pursuant to the *Health Insurance Portability and Accountability Act of 1996 ("HIPAA"* and any amendments or implementing regulations), any more restrictive state law or any similar provincial law; (ii) obtain third-party audits which indicate whether the protection and security of Customer's Resident Record Data meet established industry standards for the provision of services comparable to the Services; and (iii) unless otherwise specified, host Customer's Resident Record Data in Customer's country of residence provided that PointClickCare may from time to time access US Customers' Resident Record Data from Canada for various purposes including disaster recovery, troubleshooting software and technical issues, and responding to specific Customer requests for data access. Details of PointClickCare's data access rights and obligations are set out in the BAA (applicability and definition below) and PointClickCare's Privacy Policy.

2. Customer's Use of the Services

- 2.1 **Customer's Responsibilities.** Customer is solely responsible for: (i) Customer's and Customers' Users' compliance with this MSA and all applicable schedules and addenda; (ii) maintaining appropriate administrative, physical and technical safeguards for protecting the security, confidentiality, and integrity of all electronic data or information belonging to or created by Customer, including Resident Record Data, text messages or other materials uploaded, posted, or stored through Customer's and Customers' Users' use of the Services ("**Data**") which Customer or Customer's Users may access; (iii) the accuracy, quality, and legality of Customer's Data and the means by which Customer and Customer's Users acquire Customer's Data; (iv) managing Customer's Users' identity and password combinations for use of and access to the Services; (v) using commercially reasonable efforts to prevent password theft or loss, or unauthorized access to or use of the Services; (vi) notifying PointClickCare promptly of any password theft, security breach or other unauthorized access to or use of the Services; (vii) using the Services only in accordance with any documentation provided by PointClickCare and all applicable local, state or provincial, federal, and/or international laws, rules and government regulations relating to Customer's and Customers' Users' use of the Services and Customer's provision of health care and medical services to Customer's residents; (viii) procuring and maintaining the network connections which allow Customer's Users to access and use the Services, including Secure Socket Layer protocol or other protocols accepted by

PointClickCare; and (ix) ensuring Customer's Users follow login procedures which support such protocols.

- 2.2 **Prohibited Actions.** Customer shall not: (i) make the Services available to anyone other than Users; (ii) sell, resell, lease, timeshare or transfer the Services except as set forth in Sections 5.1 and 13.6; (iii) use the Services to upload, post, distribute, link to, publish, reproduce, engage in, disseminate, or transmit any of the following: (a) malicious code, (b) illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate, or objectionable information or communications, (c) content or data which would falsely represent Customer's or any User's identity or qualifications, (d) content or data which constitutes a breach of any individual's privacy, (e) advertisements or any other unsolicited communications, or (f) any information, software, or content which is not legally Customer's and may be protected by copyright or other proprietary rights, or derivative works, without permission from the copyright owner or intellectual property rights owner; (iv) interfere with or disrupt the integrity or performance of the Services or third party data; (v) attempt to gain access to any other entity's Services, or systems, networks, or related data which Customer does not have a legal right to access; (vi) copy, duplicate, reproduce, frame, or mirror any part of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (vii) de-construct or reverse engineer the Services; (viii) access the Services if Customer is a health information technology company (or an affiliate, agent, or consultant thereof) or otherwise has a business interest in, is creating or developing, or is planning the creation or development of, a health information technology service, product, or system in any way competitive with the Services; (ix) copy any features, functions, or graphics of the Services; or (x) access the Services for the purpose of monitoring availability, performance, functionality, or for any other benchmarking or competitive purpose.

- 2.3 **Beta Services.** From time to time PointClickCare may invite Customer to access and use services not generally available ("**Beta Services**"). Customer may accept or decline any such trial in Customer's sole discretion. Beta Services shall be designated clearly as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. PointClickCare may discontinue Beta Services at any time in its sole discretion and may never make them generally available. PointClickCare shall have no liability for any harm or damage arising out of or in connection with a Beta Service.

3. Third Party Products and Integrated Services

- 3.1 **Third Party Providers.** PointClickCare allows third-party vendors, service providers, software developers and information systems to provide applications, websites and/or features via the PointClickCare EHR software platform ("**Integrated Services**"), including pharmacies, health information exchanges, laboratories, and providers of other software tools. PointClickCare offers Integrated Services by either i) licensing technology from a third party and embedding it within the Services ("**Embedded Technology**"), or ii) establishing a connection with a third party's software platform or information system and PointClickCare's EHR software platform (a "**Connected Service**").

- 3.2 **Embedded Technology.** Customer consents to the use Embedded Technology within the Services. In order to subscribe to use certain Embedded Technology, Customer may be required to agree to additional terms and conditions specific to that Embedded Technology. For Customers located in the United States, if the functions of Embedded Technology require a third party to access protected health information ("**PHI**"), PointClickCare requires the Embedded Technology provider to enter into a business associate agreement ("**BAA**").

- 3.3 **Connected Services.** Customer acknowledges that: i) in order to use certain Connected Services, there may be additionally applicable terms and conditions including those which may establish a direct contractual relationship between Customer and a Connected Services provider, ii) if Customer is located in the United States, it is required by law to enter into a BAA with any party that receives, transmits, maintains or accesses PHI, and iii) Uptime (as defined in the SLA), availability and support of Connected Services are excluded from the SLA but may be provided by a Connected Services provider. If subscribed for a Connected Service, Customer agrees PointClickCare may allow the provider of such Connected Service to access Customer's Data as required for the interoperation of that Connected Service with the PointClickCare EHR software platform. Customer acknowledges PointClickCare is not responsible for any disclosure, modification or deletion of Customer's Data resulting from access by a Connected Service or its provider. PointClickCare does not warrant or support Connected Services, whether or not they are designated as "certified" or otherwise, except as specified in an Order Form or a specific addendum related to the Connected Service. In the event of a conflict between the terms of this Section 3.3 and a BAA, the terms of this Section 3.3 will govern to the extent of the conflict.

4. Fees and Payments

- 4.1 **Fees.** Customer shall pay all fees specified in Order Forms and associated invoices. Except as otherwise specified in an Order Form: (i) fees are based on the Services as set out in the Order Form for the Resident Capacities specified and not based upon actual usage of any particular application or by any particular facility; and (ii) payment obligations are non-cancelable and fees paid are non-refundable. Fees specified in an Order Form shall be effective for one year after the Effective Date, following which

PointClickCare may increase fees no more frequently than once annually upon sixty (60) days' notice to Customer. Each Order Form shall expire and terminate on the date that is one year after the date of the Order Form if the Services ordered therein have not been activated and Customer will be issued a new Quote/Order Form for the Services at the then-applicable price.

- 4.2 **Resident Capacity.** Unless otherwise specified, Prices presented in an Order Form are calculated with reference to Customer's published licensed bed count ("**Resident Capacity**"). Customer shall promptly notify PointClickCare by email addressed to 'accounts@pointclickcare.com' of any increases in Customer's Resident Capacity and shall pay all adjusted fees as calculated by PointClickCare. Customer shall annually or upon request provide PointClickCare with a copy of state- or provincially-issued documents setting forth Customer's Resident Capacity. If Customer's actual Resident Capacity exceeds the Resident Capacity it has reported to PointClickCare, Customer shall pay all charges in arrears and adjusted subscription fees during the remainder of the Term resulting from such unreported increase. Decreases in Resident Capacity shall be similarly reported to PointClickCare and shall entitle Customer to a decrease in fees payable following the date such decrease is reported. PointClickCare shall maintain, at no charge, records of Customer's residents who have been discharged or added to a waiting list.
- 4.3 **Transferred Facilities.** Where Customer proposes to sell or otherwise transfer one or more facilities or all or substantially all of the assets of such facilities (each, a "**Transfer**"), Customer agrees to provide PointClickCare with a minimum of 30 days' written notice of any such proposed Transfer (whether or not such Transfer purports to include an assignment of this MSA or of custody or control of Resident Record Data in PointClickCare's proprietary formatting). Customer agrees to inform the proposed buyer of this MSA and any overdue amounts hereunder, and to pay any such overdue amounts in full prior to completing the Transfer. Customer acknowledges and agrees that the failure to notify PointClickCare of a Transfer and pay all overdue amounts shall be deemed to be fraud and a breach of this MSA and Customer shall be liable for all damages, including overdue amounts (which shall automatically be converted into a lien), PointClickCare's attorney fees, and any and all costs to enforce this Section 4.3 together with any other damages that may be collectible under the law. If the buyer in a Transfer intends to continue to access and use the Services, Customer shall provide PointClickCare with written authorization for the transfer of Data, including its Resident Record Data, to the buyer. Customer agrees that PointClickCare's provision of transition services may be billable including in connection with the transfer of ownership of one or more of Customer's facilities. If Customer is the buyer in a Transfer: (i) Customer agrees to assume and pay any overdue amounts in respect of the transferred facilities; and (ii) if Customer requests a transfer Data in respect of the transferred facilities, Customer agrees to waive any right to, or claim of, successor liability as a defense to or release from liability of any amounts then due and owing to PointClickCare by the seller at the time of the Transfer, and further that the receipt of such Data from PointClickCare will be deemed a mere continuation, de facto merger and/or continuation of enterprise. If Customer manages the use of and access to the Services for any facility on behalf of such facility's owner, Customer acknowledges the wellbeing of residents of any such facility is of paramount importance and, if Customer ceases to manage any such facility, Customer shall: (i) take all such actions to effect the transfer of Resident Record Data to the owner of any such facility (or the owner's designee); (ii) until such transfer of Resident Record Data is complete, grant use of and access to the Services to users designated by the owner of any such facility (or the owner's designee) who require it to provide clinical care to the residents of any such facility; and (iii) take no actions which could limit the ability of such designated users to use and access the Services to provide clinical care to the residents of any such facility.
- 4.4 **Invoicing and Payment.** PointClickCare shall invoice Customer in accordance with the relevant Quote/Order Form. Unless otherwise stated in the Quote/Order Form, invoiced charges are due 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying PointClickCare of any changes to such information.
- 4.5 **Overdue Charges.** PointClickCare may charge interest on overdue amounts at the rate set out in the relevant invoice. Customer acknowledges and agrees that PointClickCare may register a security interest in any amount that is overdue by 60 days or more and covenants to do, execute and deliver all such things, documents, agreements and assurances requested by PointClickCare to such security is valid, enforceable and perfected. If Customer has failed to pay any amounts when due, PointClickCare may suspend PointClickCare's provision of the Services to Customer, including financial modules, Professional Services and Support services and may, upon reasonable notice, terminate this MSA for cause, cease its provision of the Services and return Customer's Data. The notice of termination will set out the processes, procedures and formats by which Customer's Data will be made available to Customer, provided that PointClickCare will have no obligation to print or otherwise convert Customer's Data to a Customer-preferred format.
- 4.6 **Fee Disputes.** If Customer reasonably and in good faith disputes any fees, Customer must provide PointClickCare with written notice of such dispute within 90 days of the applicable invoice date, after which period Customer's right of dispute expires. Customer must cooperate diligently with PointClickCare to resolve the dispute and pay all undisputed fees when due. PointClickCare will not exercise its rights under Section 4.5 in connection with fees disputed pursuant to this Section 4.6.
- 4.7 **Taxes.** All quoted prices exclude federal and state or provincial sales, excise, use, goods and services, and value added or similar

taxes ("**Taxes**"). Customer acknowledges it shall be responsible for the payment of any such Taxes to PointClickCare (other than those based on PointClickCare's net income) unless it provides a valid tax exemption certificate or direct pay permit acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.

5. Data and Proprietary Rights

- 5.1 **Customer Right to Use and Access the Services.** PointClickCare grants Customer a limited, non-exclusive, non-transferable (except pursuant to this Section 5.1 and Section 13.6) right to access and use, and permit Customer's Users to access and use the Services during the Term. Subject to the limited rights granted to Customer under this MSA, PointClickCare reserves all rights, title and interest in and to the Services, including all related intellectual property rights to the underlying software and any third party products and Integrated Services.
- 5.2 **Ownership of Customer's Data and License by Customer to Host Customer's Data.** Except as provided in this MSA, Customer acknowledge and agrees that Customer: (i) owns its Data in unformatted plain text only, and (ii) shall acquire no right, title, or interest in PointClickCare's proprietary format or display of such Data. Customer grants PointClickCare a worldwide, limited-term license to host, copy, transmit and display Customer's Data as necessary for PointClickCare to provide the Services in accordance with this MSA. Customer acknowledges and agrees PointClickCare will perform daily backup of Customer's Data (including Resident Record Data) for disaster recovery purposes and grants PointClickCare the right to access and copy its data for that purpose. Subject to the rights granted by Customer under this MSA and under a BAA where applicable, PointClickCare acquires no right, title, or interest from Customer in or to Customer's Data, including any intellectual property rights therein. Customer's Data will, following its return to Customer, be retained where specifically required by law.
- 5.3 **Compelled Disclosure.** PointClickCare may disclose Customer's Data if it is compelled by law to do so, provided that it gives Customer prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Customer's cost, if Customer wishes to contest the disclosure.
- 5.4 **Suggestions.** Customer grants PointClickCare a royalty-free, worldwide, irrevocable, and perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback relating to the Services provided by Customer and Customer's Users.

6. Confidentiality

- 6.1 **Definition of Confidential Information.** "**Confidential Information**" means all confidential information disclosed by a party to the other party, whether orally or in writing, which is designated as confidential or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes Customer's Data, the terms and conditions of all Quotes/Order Forms, business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information (other than Resident Record Data) does not include any information which: (i) is or becomes generally known to the public without breach of any obligation owed to either party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to either party; (iii) is received from a third party without breach of any obligation owed to either party; or (iv) was independently developed by the receiving party. Customer may discuss with another party, in general terms, the types of services PointClickCare provides and Customer's opinion of PointClickCare's provision of these services.
- 6.2 **Protection of Confidential Information.** The receiving party shall use the same degree of care to protect Confidential Information which it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and shall: (i) not use any Confidential Information for any purpose outside the scope of this MSA; and (ii) limit access to Confidential Information to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this MSA and who have signed confidentiality agreements with the receiving party containing protections no less stringent than those set forth in this MSA. Unless legally compelled to do so, neither party shall disclose the other party's Confidential Information to any third party (other than its affiliates, contractors, agents and their respective legal counsel) without the other party's prior written consent.

7. Warranties, Acknowledgments and Disclaimers

- 7.1 **Customer's Warranties.** Customer warrants that: (i) it has validly entered into this MSA and has the legal power to do so; and (ii) its subscription for the Services is neither contingent upon the delivery of any future functionality or features nor dependent on any oral or written comments made by PointClickCare regarding any future functionality or features.

- 7.2 **Customer's Acknowledgments.** Customer understands, acknowledges and agrees that: (i) PointClickCare has made no representations or warranties that use of the Services will ensure Customer's compliance with all applicable laws, rules, and regulations and that PointClickCare does not warrant compliance with such laws, rules, and regulations through Customer's use of the Services; (ii) Customer assumes all risks associated with Customer's use of the Services in relation to the provision of health care and medical services and applicable laws, rules, and regulations; (iii) the Services are not appropriate or available for use in all countries; (iv) Customer is prohibited from accessing materials from countries or states where the contents of such materials are illegal; (v) Customer accepts all updates to the Services, including tools, utilities, improvements, or general updates to improve and enhance the features and performance of the Services; (vi) the Services are cloud-based services intended to deliver non-critical, non-emergency messages between Users; (vii) the Services are dependent on a number of factors beyond PointClickCare's control, including but not limited to, the operation of hardware and network services provided by third parties; (viii) the Services are not a substitute for any medical facility's current systems of administering and safeguarding medical treatment and/or medicine; (ix) there may be occasional communication failures or delays in the delivery or receipt of properly sent communications which are beyond PointClickCare's control; and (x) Customer does not expect the Services to perform at the same level of performance and/or reliability reasonably expected from medical devices used in the delivery of critical medical care.
- 7.3 **PointClickCare's Warranties.** PointClickCare warrants that: (i) it has validly entered into this MSA and has the legal power to do so; (ii) the Services do not infringe or misappropriate the intellectual property rights of any third party; (iii) it is the owner of the Services and has procured the appropriate licenses so that Customer has the right to use any embedded third-party software; (iv) to PointClickCare's knowledge, there is no claim or proceeding, pending or threatened, alleging that any of PointClickCare's software or equipment infringes or misappropriates the intellectual property rights of any third party; (v) there is no outstanding litigation, arbitration, or other dispute to which PointClickCare is a party which, if decided unfavorably to PointClickCare, would reasonably be expected to have a material adverse effect on PointClickCare's ability to fulfill its obligations under this MSA; (vi) the Services are duly protected with "up-to-date" and commercially reasonable anti-virus and anti-intrusion security software to prevent bugs, viruses, interruptions, errors, theft, destruction, and corruption which would affect the Services; and (vii) the functionality of the Services shall not be decreased materially during the Term. PointClickCare will use commercially reasonable efforts to achieve, in all material respects, the functionality described in any documentation PointClickCare may provide and, if PointClickCare is unable to achieve such functionality, Customer's sole and exclusive remedy shall be to terminate such Services and the MSA.
- 7.4 **POINTCLICKCARE'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** EXCEPT AS DESCRIBED IN THIS MSA, THE SERVICES ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POINTCLICKCARE, POINTCLICKCARE'S AFFILIATES AND POINTCLICKCARE'S THIRD-PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE AND ANY WARRANTIES RELATED TO TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. POINTCLICKCARE DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE, CONTENT, OR DATA TRANSMITTED THROUGH THE SERVICES. POINTCLICKCARE AND ITS SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICES SHALL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS, INCLUDING STATUTES OR REGULATIONS. THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO: (I) HIPAA, INCLUSIVE OF THE PRIVACY, SECURITY, BREACH NOTIFICATION, AND ENFORCEMENT RULES AT 45 C.F.R. PARTS 160 AND 164; (II) THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (TITLE XIII OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009) AND ANY AMENDMENTS OR IMPLEMENTING REGULATIONS; (III) THE GRAMM-LEACH-BLILEY ACT OF 1999; (IV) THE SARBANES-OXLEY ACT OF 2002; AND (V) OTHER APPLICABLE FEDERAL, PROVINCIAL (INCLUDING THE PERSONAL HEALTH INFORMATION PROTECTION ACT, 2004 IN ONTARIO) OR STATE STATUTES OR REGULATIONS. CUSTOMER HAS SOLE RESPONSIBILITY FOR ENSURING THAT CUSTOMER'S USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW.
8. **Indemnities**
- 8.1 **Indemnification by PointClickCare.** PointClickCare will indemnify, defend and hold harmless Customer against any claims, liabilities, demands, suits, actions, proceedings, fines, expenses, penalties, judgments, or costs (collectively, "**Claims**") made or brought against Customer by a third party alleging that Customer's use of the Services as permitted under this MSA infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"). PointClickCare will indemnify, defend, and hold harmless Customer against any and all resulting direct damages, attorneys' fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under, a court-approved settlement of a Claim Against

Customer, provided that Customer must: (a) promptly give PointClickCare written notice of the Claim Against Customer; (b) give PointClickCare sole control of the defense and settlement of the Claim Against Customer (provided that PointClickCare may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide PointClickCare all reasonable assistance, at PointClickCare's expense. In the event of a Claim Against Customer, or if PointClickCare reasonably believes the Services may infringe or misappropriate the rights of any third party, PointClickCare may in its discretion and at no cost to Customer: (i) modify the Services so that they no longer infringe or misappropriate, without breaching PointClickCare's warranties; (ii) obtain a license for Customer's continued use of the Services in accordance with this MSA; or (iii) terminate this MSA in accordance with its termination provisions.

- 8.2 **Indemnification by Customer.** Customer will indemnify, defend and hold harmless PointClickCare, its affiliates, the Third Parties referred to in Section 3 and the suppliers contracted by PointClickCare to deliver all or part of the Services ("**Indemnitees**") against any Claims made or brought against an Indemnitee by a third party alleging personal injury, tort, medical malpractice, or other acts, errors, or omissions in the delivery of medical care or medical information or which otherwise arise out of, or are in any way connected with, Customer's Data, Customer's and Customer's Users' access to or use of the Services, Customer's or Customer's Users' negligent or wrongful act(s), and/or Customer's or Customer's Users' violation of relevant and/or applicable law (a "**Claim Against PointClickCare**"). Customer will indemnify, defend, and hold harmless the Indemnitees from and against any and all resulting losses, damages, expenses (including reasonable attorneys' and expert fees), whether or not such Claims Against PointClickCare were foreseeable provided that PointClickCare must: (a) promptly give Customer written notice of the Claim Against PointClickCare; (b) give Customer sole control of the defense and settlement of the Claim Against PointClickCare (provided that Customer may not settle any Claim Against PointClickCare unless the settlement unconditionally releases PointClickCare of all liability); and (c) provide Customer all reasonable assistance, at Customer's expense.
- 8.3 **Indemnity Exclusions.** The indemnification obligations set forth in Section 8.1 do not apply to Claims to the extent that they arise from: (a) Customer's use of the Services in violation of this MSA or applicable law; (b) Customer's negligent acts or omissions; (c) Customer's use of the Services after PointClickCare notifies Customer to discontinue use because of an infringement claim; or (d) modifications to the Services or use of the Services in combination with any software, application or service not made or provided by PointClickCare. The indemnification obligations set forth in Section 8.2 do not apply to Claims to the extent Customer is prohibited by statute or regulation from providing them.
- 8.4 **Exclusive Remedy.** This Section sets forth the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

9. Limitation of Liability

- 9.1 **No Responsibility.** PointClickCare shall not assume responsibility for: (i) any compromise, loss, delay, alteration, or interception of Customer's Data during the transmission of any Data across computer networks or telecommunication facilities (including but not limited to the internet) which are not owned or operated by PointClickCare; or (ii) the reliability or performance of any connections, computer networks, or telecommunications facilities (including but not limited to the internet) which are not owned or operated by PointClickCare.
- 9.2 **EXCLUSION OF DAMAGES.** TO THE EXTENT SUCH EXCLUSIONS ARE PERMITTED BY APPLICABLE LAW, NEITHER CUSTOMER NOR POINTCLICKCARE SHALL BE LIABLE FOR, NOR SHALL THE MEASURE OF DAMAGES UNDER THIS MSA INCLUDE, ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO CUSTOMER'S OR POINTCLICKCARE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
- 9.3 **EXCEPTIONS.** THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN SECTION 9.2 DO NOT APPLY TO: (A) INDEMNIFICATION OBLIGATIONS; (B) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY; OR (C) DAMAGES OCCASIONED BY IMPROPER OR WRONGFUL TERMINATION OF THIS MSA OR ABANDONMENT OF ALL OR SUBSTANTIALLY ALL OF THE WORK REQUIRED TO PERFORM THE SERVICES.

10. Term and Termination

- 10.1 **Term of the MSA.** This MSA shall be effective for a period commencing on the date Customer signs it (the "**Effective Date**") and continuing until all subscriptions and services purchased hereunder have expired or been terminated.
- 10.2 **Term of Subscriptions.** The term of Customer's subscription for the Services may be set forth in Customer's Quote/Order Form (the "**Initial Term**"); otherwise the term of subscription shall be monthly with automatic renewals. After any Initial Term, Customer's subscription for the Services shall automatically renew on a monthly basis unless otherwise terminated in accordance

with this Section 10.

- 10.3 **Termination for Cause.** Either party may terminate this MSA for cause: (i) upon 30 days' prior written notice to the other party of a material breach, if such breach remains uncured at the expiration of such notice period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- 10.4 **Termination for Convenience by Customer.** Except for any specified Initial Term, Customer may terminate the MSA at any time by providing 30 days' prior written notice by email addressed to 'accounts@pointclickcare.com.'
- 10.5 **Termination for Convenience by PointClickCare.** Except for any specified Initial Term, PointClickCare may terminate the MSA at any time by providing Customer with 90 days' prior written notice.
- 10.6 **Effect of Termination.** Upon termination of this MSA, all rights and obligations of the parties will automatically terminate except for those set forth in this Section 10.6 and Section 10.7, and PointClickCare shall not have any liability for the cessation of the Services or Customer's discontinued access to or use of the Services. Customer shall receive a refund of any prepaid fees for Services not yet rendered upon termination of this MSA. PointClickCare will, upon request made by Customer within 90 days of the termination of this MSA, make available to Customer its Resident Record Data provided that PointClickCare will have no obligation to print or otherwise convert Customer's Data to a Customer-preferred format. Upon the provision to Customer of this data, PointClickCare shall have no obligation to maintain or provide Customer with any of Customer's Data and may then, in accordance with applicable law, delete Customer's Data in PointClickCare's systems or otherwise in PointClickCare's possession or under its control. Termination of this MSA shall automatically trigger termination of Customer's schedules and other addenda incorporated in the MSA by reference. Customer may pursuant to an applicable Quote/Order Form subscribe for read-only access to its database following termination of this MSA.
- 10.7 **Provisions Surviving Termination.** Section 1.4 (PointClickCare's Protection of Customer's Resident Record Data, with respect to any such data which remains in PointClickCare's possession), Section 4 (Fees and Payment), Section 5 (Data and Proprietary Rights), Section 6 (Confidentiality), Section 7.4 (PointClickCare's Disclaimer of Representations and Warranties), Section 8 (Indemnities), Section 9 (Limitation of Liability), Section 10.6 (Effect of Termination), Section 12 (Notices), and Section 13 (General Provisions) shall survive the termination or expiration of this MSA.

11. Insurance

- 11.1 **PointClickCare's Insurance.** PointClickCare will maintain, at no cost to Customer, insurance coverage (including cyber liability coverage) with limits commercially reasonable for the provision of the Services. PointClickCare will provide Customer a certificate setting forth PointClickCare's insurance coverage and, where such policies permit, providing for Customer to be an additional insured under such policies, if requested by Customer.
- 11.2 **Customer's Insurance.** Customer shall maintain, at no cost to PointClickCare, insurance coverage (including medical malpractice coverage) with limits commercially reasonable in connection with Customer's facilities, Data, and provision of health care services to Customer's residents, so that such coverage shall be available in the event of a claim by any of Customer's Users or resident(s) against PointClickCare.

12. Notices

- 12.1 **Notices to PointClickCare.** Customer is contracting with PointClickCare Technologies Inc. d/b/a PointClickCare, a corporation existing under the laws of the Province of Ontario, having its principal headquarters at 5570 Explorer Drive, Mississauga, Ontario, Canada, L4W 0C4.
- 12.2 **Notices to Customer.** Notices to Customer shall be addressed to the relevant contact designated by Customer on the Acceptance Page of this MSA, on any Quote/Order Form, or as provided in the BAA or via the Services.

13. General Provisions

- 13.1 **Governing Law and Jurisdiction [For United States Customers Only].** This MSA shall be governed by the State of Delaware and the federal laws of the United States of America without regard to its conflicts of laws provisions. To resolve any legal dispute arising from this MSA, Customer agrees to the exclusive jurisdiction of the State of Delaware.
- 13.2 **Governing Law and Jurisdiction [For Canadian Customers Only].** This MSA shall be governed by the Province of Ontario and the federal laws of Canada without regard to its conflicts of laws provisions. To resolve any legal dispute arising from this MSA,

Customer agrees to the exclusive jurisdiction of the Province of Ontario.

- 13.3 **Export Compliance.** The Services may be subject to restrictions and controls including, if applicable, enacted under the United States export controls regulations administered by the United States Department of Commerce (15 C.F.R., Chapter VII). Customer shall comply with all applicable laws and regulations. Customer shall not export or re-export the Services, or any portion thereof, directly or indirectly, in violation of applicable laws, including, if applicable, United States export administration laws and regulations, to any country or end user, or to any party who Customer knows or has reason to know shall utilize them in the design, development, or production of nuclear, chemical or biological weapons. Customer further acknowledges that these Services may include technical data subject to United States export regulations.
- 13.4 **Conduct of Business and Anti-Corruption.** PointClickCare maintains a Code of Business Conduct and Ethics (the “Code”) applicable to all officers, directors and employees (both permanent and contract) available at pointclickcare.ethicspoint.com. Customer shall require its representatives to conduct business in a manner consistent with the Code or Customer’s own similar standards and use reasonable efforts to notify PointClickCare if Customer becomes aware of any conduct of business by its representatives inconsistent with same. Customer confirms that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of PointClickCare’s employees or agents in connection with this MSA, except for any reasonable gifts and entertainment provided in the ordinary course of business. If Customer learns of any violation of the above restriction, Customer shall use reasonable efforts to promptly notify Customer’s PointClickCare Account Manager or its legal department.
- 13.5 **Entire Agreement.** This MSA, including all Order Forms, exhibits, schedules and addenda attached or incorporated by reference, constitutes the entire agreement between Customer and PointClickCare and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. Unless anything in a related signed contract says anything expressly to the contrary, to the extent of any conflict or inconsistency between the provisions in the body of this MSA and any exhibit, schedule, addendum or Order Form, the order of precedence shall be: (1) the applicable Quote/Order Form and any addenda thereto, (2) the applicable exhibit, schedule or addendum to this MSA, and (3) this MSA.
- 13.6 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).
- 13.7 **Counterparts.** This MSA may be executed in one or more counterparts, including by way of facsimile, pdf or other electronic means, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Customer may sign this MSA electronically, fax to 1-800-716-0995, or email to sales@pointclickcare.com.

Customer's signatory below represents that they are entering into this Master Subscription Agreement on behalf of Customer and that they have the authority to bind Customer to this MSA, including all Order Forms, schedules, exhibits, and addenda annexed or incorporated by reference in this MSA.

POINTCLICKCARE TECHNOLOGIES INC.

Signature: Teresa Wright

Print Name: Teresa Wright

Print Title: Sales Support Manager

Date: Nov 16/17

I have authority to bind this company.

For Customer: Albany County aka Albany County Nursing Home

Signature: Philip F. Calderone

Print Name: Philip F. Calderone

Print Title: Deputy County Executive

Date: 11/24/17

I have authority to bind this company.

Notarized this 16th
day of November 2017
in the City of Mississauga,
Ontario.
Cherie Smith

Notarized 11/26/17 Michael A. Lalli

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2019

THIS PROFESSIONAL SERVICES ADDENDUM ("**PS Addendum**" or "**PSA**") is an addendum to the Master Subscription Agreement (the "**MSA**") between PointClickCare Technologies Inc. ("**PointClickCare**") and the Customer identified in the MSA ("**Customer**") pursuant to which Customer desires to procure, and PointClickCare desires to render, certain professional, educational, training, operational and/or technical services (collectively, "**Professional Services**") in connection with the Services. Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA.

The terms and conditions of this PS Addendum are incorporated by reference into the MSA. In the event of conflict between this PS Addendum and the MSA, the terms and conditions of this PS Addendum shall prevail as it relates to Professional Services. The terms in the Quotes/Order Forms/Statements of Work related to the actual rates to be charged and the days and description of the Professional Services to be performed shall control as to the engagement described in those documents.

PS 1. Scope of Services. PointClickCare will provide Customer with Professional Services as set forth in the applicable statements of work (each, a "**Statement of Work**" or "**SOW**") or Quote/Order Forms mutually executed by PointClickCare and Customer. Each Statement of Work will include, at a minimum: (i) a description of the Professional Services and any work product or other deliverables and/or training materials to be developed and/or provided to Customer (each, a "**Deliverable**"); (ii) the scope of Professional Services; and (iii) the applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this PS Addendum.

PS 2. Customer's Responsibilities.

- a) PointClickCare's ability to provide Professional Services requires the co-operation of Customer in the form of the provision of timely responses to requests for information, and the prompt and timely performance by Customer of its obligations as set out in the SOW. In the event that Customer fails to perform any of its responsibilities outlined in an SOW in a timely manner, PointClickCare may be delayed in its fulfillment of its obligations and additional costs or expenses incurred by PointClickCare may be billed to Customer.
- b) Customer agrees to appoint a representative who shall provide professional and prompt liaison with PointClickCare, have the necessary expertise and authority to commit Customer, be available during business hours when requested by PointClickCare and meet with PointClickCare's representatives at agreed regular intervals in order to review progress and resolve any issues.
- c) Customer shall provide management direction and decisions as reasonably requested by PointClickCare, and make available for reference and use by PointClickCare such data, documentation, and other materials and information as are reasonably requested by PointClickCare to perform Professional Services.

PS 3. Change Management Process. If Customer or PointClickCare requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of Professional Services described in any Statement of Work, the party seeking the change shall propose the applicable changes by written notice. PointClickCare will prepare a change order describing the agreed changes to the SOW and the applicable change in fees and expenses, if any (each, a "**Change Order**"). Change Orders are not binding unless and until both parties execute them. Executed Change Orders shall be deemed part of and subject to this PS Addendum.

PS 4. Project Materials.

- a) **Deliverables.** PointClickCare shall own all rights, title and interest in and to the Deliverables (excluding any Customer Property), and related intellectual property rights. Subject to terms and conditions of the MSA and this Addendum, and during the Term, PointClickCare provides Customer with a limited, non-exclusive, non-transferable license to use the Deliverables solely for Customer's internal operations in connection with its authorized use of the applicable Services.
- b) **Tools.** Notwithstanding any other provision of this Addendum: (i) nothing shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by PointClickCare to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer on the same terms as the Deliverables; and (ii) Deliverables shall not include the Tools.

- c) **Customer Property.** Customer shall own all rights, title and interest in and to any Customer Property. "**Customer Property**" means any Customer technology, Customer-specific business processes, or deliverables that are specifically designated as Customer-owned property in an SOW. Customer grants PointClickCare the right to use Customer Property solely for the purpose of providing Professional Services to Customer.

- PS 5. **Professional Services Warranty.** PointClickCare warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with this SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. PointClickCare's ability to successfully perform such services is dependent on Customer's provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing warranty, and Customer notifies PointClickCare within 60 days of PointClickCare's delivery of the Professional Services, Customer may require PointClickCare to re-perform the non-conforming portions of the Professional Services.
- PS 6. **Disclaimer.** THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND REMEDIES FOR CUSTOMER AND EXCLUSIVE OBLIGATIONS OF POINTCLICKCARE RELATED TO THE PROFESSIONAL SERVICES AND DELIVERABLES TO BE PERFORMED FOR AND DELIVERED TO CUSTOMER PURSUANT TO THIS PS ADDENDUM AND ANY STATEMENT OF WORK. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- PS 7. **Limitations of Liability for Professional Services.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, NEGLIGENCE, TORT, STATUTORY DUTY OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH A STATEMENT OF WORK. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE APPLICABLE STATEMENT OF WORK, THE MAXIMUM LIABILITY OF POINTCLICKCARE TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY PROFESSIONAL SERVICES OR DELIVERABLES SHALL BE THE AMOUNT PAID BY CUSTOMER FOR THE PROFESSIONAL SERVICES. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS ADDENDUM AND ANY STATEMENT OF WORK. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE PROFESSIONAL SERVICES.
- PS 8. **Term.** This PS Addendum shall be effective as of the Effective Date of the MSA and shall continue in effect during the Term of the MSA. Each SOW shall commence on the date it is last signed, and shall expire upon completion of the project set forth in the applicable SOW, or as otherwise set forth in the applicable SOW.
- PS 9. **Independent Contractor.** PointClickCare's relationship with Customer pursuant to this PS Addendum will be that of an independent contractor. PointClickCare reserves the right to use third parties (who are under a covenant of confidentiality with PointClickCare) including offshore subcontractors to assist with the Professional Services, including any data migration, configuration, implementation and custom code development processes.
- PS 10. **Non-Impediment.** Provided that PointClickCare does not use any Customer Property except as permitted, nothing in this PS Addendum shall be construed as precluding or limiting in any way the right of PointClickCare to provide consulting, development, or other services of any kind to any individual or entity (including performing services or developing materials which are similar to and/or competitive with the professional services and/or related Deliverables).
- PS 11. **Entire Addendum.** This PS Addendum, together with the attached SOWs and exhibits that are incorporated by reference, and the MSA and its associated Order Forms, constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this PS Addendum and such exhibits. The parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs and/or responses thereto, verbal and/or written communications related to the Professional Services provided by PointClickCare.

This Service Levels and Support Addendum sets out PointClickCare's current service levels and Help Desk support services. PointClickCare will use commercially reasonable efforts to comply with these service levels and may update/enhance the service levels from time to time on reasonable notice to Customer.

SLA 1. Availability of the Services

- 1.1 **Uptime.** PointClickCare will use commercially reasonable efforts to make the Services available 24 hours per day and 365 days per year, except in accordance with maintenance or other periods of unavailability set forth below. Customer may, subject to obtaining access to the internet, access the Services during not less than 99.6% of hours during each calendar year, excluding maintenance periods and other periods of unavailability as set forth in these Target Service Levels ("**Uptime**"). The unavailability of a single module that is not, in PointClickCare's sole discretion, considered critical to resident care, may be excluded from Uptime. Should PointClickCare fail to provide the Services for the required Uptime, Customer's sole and exclusive remedy shall be to terminate the MSA in accordance with the provisions thereof.
- 1.2 **Unavailability Due to Causes Beyond PointClickCare's Control.** Periods of unavailability due to causes beyond PointClickCare's reasonable control, including natural disasters, war, riots, labor disputes, government lockdown, internet service provider failures, electricity provider failures, delays or denial of service attacks are excluded from Uptime.
- 1.3 **Downtime Maintenance Periods.** PointClickCare periodically adds, repairs and upgrades its network, hardware and applications and will use its best efforts to accomplish this without affecting Customer's access to the Services; however, repairs of an emergency or critical nature may result in the Services not being available. PointClickCare has also established periodic system maintenance windows. Any planned maintenance PointClickCare determines could affect Customer's access to the Services will be scheduled to take place between the hours of 2:00 AM and 5:00 AM (EST). During these system maintenance windows, PointClickCare may make the Services unavailable in order to perform maintenance. PointClickCare will advise Customer 24 hours in advance via email or via the Services prior to any scheduled downtime. PointClickCare may change its maintenance window upon prior notice to Customer.

SLA 2. Help Desk Support Services.

Requests which cannot be immediately addressed by PointClickCare's Help Desk will be escalated in accordance with PointClickCare's internal escalation process. The "**Initial Response Time**" is the time in which Customer reporting the service request is provided with a case number to track the request. The "**Target Resolution Time**" is the expected timeframe in which the case will be resolved. Help Desk Support Services are provided 24 hours per day, 7 days per week and 365 days per year, with **Primary Support Hours** being 8am to 7pm EST, Monday through Friday inclusive.

Priority Level	Issue Description	Initial Response Time	Target Resolution Time	PointClickCare Commitment
Urgent (Critical)	A condition which: (i) is halting production without an economically feasible alternate method to run PointClickCare; or (ii) prevents users from accessing or using a critical function of PointClickCare. Examples: - Users cannot access the application or embedded third party system (does not include situations where Users forget or lose their passwords). - Platform error preventing access to resident data, preventing Users from meeting statutory or regulatory requirements.	1 hour, 24 x 7 x 365	24 – 48 hours	Issue resolution activities will be conducted 24 x 7 x 365 until fixed or a reasonable workaround is identified and implemented.

	- Application related problem which restricts or prevents Users from providing key medical services to residents.			
High (Serious)	A condition which: (i) is deterring user from meeting production processes/schedules; (ii) has a serious impact on the use of PointClickCare; (iii) is making production materially more difficult or costly for user; or (iv) results in material corruption of any of user's Data. <i>Examples:</i> - Charge generation process does not run. - MDS submission process does not run. - Interfaces to ERP, census, etc. do not run.	1 hour during primary support hours 8am – 7pm (EST) M-F	5 business days (max)	Issue resolution activities during Primary Support Hours until fixed or a reasonable workaround is identified and implemented.
Medium (Important)	A condition other than those described above in which PointClickCare is performing in an unpredictable manner or is producing incorrect results but is not impacting production or business processes/schedules materially. <i>Examples:</i> - Quick ADT does not clear bed when a resident is discharged.	1 hour during primary support hours	Issue dependent, but no earlier than next minor release following problem resolution	PointClickCare shall work with customer to prioritize and schedule resolutions into regular release cycles.
Low (Inconvenient)	A condition other than those described above in which there are inconsistencies, irregularities and/or limitations in PointClickCare or a Third Party Service Provider which cause inconvenience to user.	1 hour during primary support hours	Issue dependent, but no earlier than next major release following problem resolution	PointClickCare shall work with customer to prioritize and schedule resolutions into regular release cycles.

Notes:

1. PointClickCare Support commences following implementation.
2. Support does not include resetting User passwords, setting authorizations and permissions or the creation of specific User accounts.
3. Support is dependent on and requires Customer Users to be trained on applicable PointClickCare modules, Third Party products and Integrated Services.
4. In order to ensure appropriate protection of PHI during the re-creation and troubleshooting of reported issues, Customer must make all reasonable efforts to provide PointClickCare with information without referring to specific residents, unless Customer provides such information in a secure fashion (such as an encrypted email). If reference to a resident is necessary, the PointClickCare Resident ID Number should be used as the primary identifier.

Customer Name: Albany County dba Albany County Nursing Home

Customer Type: Governmental (E.g. Single facility, Multiple facility, Management company, Governmental/Quasi-governmental entity)

Facility Name	Facility Address	National Provider Identifier
Albany County Nursing Home	112 State Street Albany, NY 12207 Tel: 518.447.7142	1952309536

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the "Addendum") is entered into on _____ ("Effective Date") by and between PointClickCare Technologies Inc. ("Business Associate"), and Albany County dba Albany County Nursing Home, on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity"), and adds to any current or future agreement(s) for services entered into between Business Associate and Covered Entity which involve the creation, use, receipt, or disclosure of PHI (the "Agreement").

Pursuant to the Agreement, Business Associate performs functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information ("PHI") received from, or created or received by, Business Associate on behalf of Covered Entity. Therefore, Business Associate agrees to the following terms and conditions set forth in this Addendum.

1. **Definitions and Regulatory References.** For purposes of this Addendum, the terms used herein, whether or not capitalized, unless otherwise specifically defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA", inclusive of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and 164), and the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH"). A reference in this Addendum to any provision of a law or regulation means the provision as then in effect, amended, or implemented via regulation.

2. **Compliance with Applicable Law.** The parties acknowledge and agree that Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, and other related laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

Pursuant to HITECH §§ 13401(a) and 13404(a) and the HIPAA implementing regulations, the provisions of HITECH that impose requirements and standards on covered entities with respect to security and privacy shall also be applicable to Business Associate, and shall be and by this reference hereby are incorporated into this Addendum. All other provisions of HITECH that are applicable to Business Associate, and its relationship with Covered Entity under this Addendum and the Agreement, shall be and by this reference hereby are incorporated into this Addendum.

3. **General Limitation on Uses and Disclosures of PHI.** Business Associate shall not use or disclose PHI in any manner that is not permitted or required by the Agreement, this Addendum, or by law.

Business Associate may also not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 of HIPAA if done by Covered Entity, except, Business Associate may use or disclose PHI for Business Associate's own management and administration and legal responsibilities or for data aggregation services.

4. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may only use and disclose PHI as permitted or required by the Agreement, this Addendum, or by law.

5. **Uses and Disclosures for Management and Administration.** Business Associate may also use and disclose PHI: (i) for its own proper management and administration; and/or (ii) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, Business Associate must obtain: (a) reasonable written assurances from the receiving party that such PHI will be held and remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to immediately notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been compromised.

6. **Data Aggregation Services.** Business Associate may also use and further disclose PHI to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
7. **De-Identified Data.** Business Associate may also use PHI to de-identify the PHI in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c).
8. **Minimum Necessary.** All uses and disclosures of, and requests by, Business Associate, for PHI are subject to the minimum necessary rule of the HIPAA Privacy Rules.
9. **Required Safeguards to Protect PHI** Business Associate agrees that it will implement appropriate safeguards in accordance with the HIPAA Privacy and Security Rules to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum. In doing so, without limitation, Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI.
10. **Reporting of Improper Uses and Disclosures of PHI and Security Incidents.** Business Associate shall promptly report to Covered Entity any security incident, or any use or disclosure of PHI which is not provided for in this Addendum or is otherwise a violation of HIPAA, of which it becomes aware. This provision applies regardless of whether such unauthorized use or disclosure was by Business Associate, its officers, directors, employees, agents, subcontractors, or by any third party. Notwithstanding the preceding, the parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings (*i.e.*, a request-response utility used to determine whether a specific Internet Protocol [IP] address or host exists or is accessible) and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use or disclosure of Personal Health Information.
11. **Reporting of Breaches of Unsecured PHI.** Business Associate shall promptly report to Covered Entity a Breach of Unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414.
12. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of an unauthorized use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum or HIPAA.
13. **Business Associate Agreements Required With Third Parties.** Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will have access to PHI, or who will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such written agreement and 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), the agent or subcontractor shall agree to be bound by the same restrictions, terms, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
14. **Access to Information.** Promptly upon a request by Covered Entity, Business Associate shall make available PHI maintained by Business Associate in a Designated Record Set, to Covered Entity, or to the individual requestor, if directed by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall promptly forward such request to Covered Entity. Unless otherwise required by law, the term "Designated Record Set," for the purposes of this Addendum, shall not include any information in the possession of Business Associate that is the same as information in the possession of Covered Entity (information shall be considered the same information even if the information is held in a different format, medium or presentation or it has been standardized).
15. **Availability of PHI for Amendment.** Promptly upon the receipt of a request from Covered Entity, Business Associate shall make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary

to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall promptly forward such request to Covered Entity for further direction.

16. **Access and Amendment Responsibility.** Pursuant to HIPAA, in the event that Business Associate maintains PHI in a Designated Record Set, the parties agree that Covered Entity will have the responsibility to handle, track and maintain records of all requests by individuals to access or amend such PHI. Business Associate, as a business associate of Covered Entity, will not have any responsibility to handle, track and maintain records of any such requests except as set forth above or in the Agreement.
17. **Documentation and Accounting of Disclosures.** Business Associate shall maintain, and make available promptly upon a request by Covered Entity, the information required to provide an accounting of disclosures, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall promptly forward such request to Covered Entity. Unless otherwise required by changed HIPAA regulations or the Agreement, in response to a request from an individual for an accounting of disclosures from an electronic health record maintained or hosted by Business Associate, Covered Entity shall provide the individual with an accounting of disclosures in accordance with HITECH § 13405(c)(3)(A). Unless otherwise required by changed HIPAA regulations or the Agreement, with respect to Business Associate, Covered Entity may not elect to provide an individual with Business Associate's name and contact information under HITECH § 13405(c)(3)(B).
18. **Business Associate Performing Covered Entity's Obligations (If Applicable).** To the extent that Business Associate is required by this Addendum or the Agreement to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
19. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA.
20. **Term and Termination.** The Term of this Addendum shall be effective as of the effective date of the underlying Agreement(s), and shall terminate on the termination or expiration of the last of the underlying Agreement(s), or on the date Covered Entity terminates this Addendum as authorized below, whichever is sooner.

Covered Entity may: (i) immediately terminate this Addendum if Covered Entity reasonably determines that Business Associate has violated a material term of HIPAA or this Addendum; or (ii) at Covered Entity's option, Covered Entity may permit Business Associate to cure or end any such violation within the reasonable period of time specified by Covered Entity.

21. **Effect of Termination of Addendum.** Upon the termination or expiration of this Addendum for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall do the following:
 - (a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities or for which it is not feasible for Business Associate to return or destroy, unless said information has been de-identified and thus is no longer PHI. The parties agree that the return or destruction of PHI received from, or created or received by Business Associate on behalf of, the Covered Entity in any format other than that in which Business Associate originally received such PHI, including pooled or aggregated data, is not feasible and that such PHI must be retained by Business Associate to defend its work product and for future audits (and for other reasons which make returning the same infeasible);

- (b) Return to Covered Entity, or, if agreed to by Covered Entity, destroy, other remaining PHI that the Business Associate still maintains in any form, recorded on any medium, or stored in any storage system;
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this Addendum which applied prior to termination; and
- (e) Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is feasible to do so and the PHI is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Business Associate shall remain bound by the provisions of this Addendum, which shall survive even after termination or expiration of the Agreement or Addendum.

22. **Covered Entity Obligations.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity shall not request for Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use or disclose PHI for data aggregation or management and administration and legal responsibilities of Business Associate.

23. **Third Party Rights.** The terms of this Addendum do not grant any rights to any parties other than Business Associate and Covered Entity.

24. **Independent Contractor Status.** For the purposes of this Addendum, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

25. **Changes in the Law.** The parties agree that, with no further action required by the parties, this Addendum shall be deemed automatically amended to include and incorporate amendments or revisions to HIPAA and/or HITECH, so that the parties remain in compliance with such amendments or revisions. All references to regulations or provisions of HIPAA and/or HITECH herein shall be deemed to also refer to any amendment or revision thereto and/or to any successor regulation.

If, as a result of any amendments or revisions to HIPAA and/or HITECH, both parties determine that modifications to the terms of this Addendum: (i) may not be deemed to be automatically incorporated into this Addendum; and (ii) are strictly required by HIPAA or HITECH to be reduced to writing; the parties agree to take such action as is necessary to enter into a mutually acceptable amendment to this Addendum that addresses solely the legal changes that are required to be reduced to writing. The parties agree that this

Addendum may only be modified by mutual written amendment, signed by both parties, effective on the date set forth in the amendment. Neither party has the right to unilaterally amend or alter the provisions of this Addendum.

26. **Interpretation and Conflicts.** Any ambiguity in this Addendum shall be interpreted to permit compliance with HIPAA and HITECH. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf by their duly authorized representatives, effective on the date first written above.

BUSINESS ASSOCIATE:

PointClickCare Technologies Inc.

By: 

Name: Leah Stansbury

Title: Legal Counsel, Regulatory and Healthcare

Date: 11/16/17

COVERED ENTITY:

Company Name: Albany County dba Albany County Nursing

Home 

By: 

Name: Philip F. Calderone

Title: Deputy County Executive

Date:

I, the undersigned, hereby affirm that I have authority to bind Albany County dba Albany County Nursing Home (ORG Code _____) [insert customer's name and, if known, ORG Code] ("Customer"). I acknowledge that PointClickCare has no right to acquire, access, use or disclose the protected or personal health information of any patient or resident without first obtaining the permission of the patient's/resident's health care provider. While the majority of work provided by PointClickCare to Customer already has been authorized by the Service Agreement and Sales Quote(s) which Customer previously executed, certain scenarios will require a separate authorization. For example, types of work not covered by any previous authorization could include requests to: (1) remove a facility from Customer's database; or (2) run an audit report as to: (a) what a specific user saw/did for a specific period of time, or (b) which users saw/took action on a specific patient's/resident's record for a specific period of time. In order to facilitate the smooth flow of future work, I hereby authorize PointClickCare to perform any work for Customer which is requested by any of the following [insert individuals' names]:¹

LARRY SLATKY, EXECUTIVE DIRECTOR

LAURA VARTANIAN, ASSISTANT ADMINISTRATOR

I affirm that I or someone else with authority to bind Customer will notify PointClickCare promptly if any of the aforementioned individuals should ever stop being in a position where they may make requests on behalf of Customer. I will provide such notification in the form of an updated Blanket Letter of Authorization, which shall supersede this one. I further affirm that Customer will not hold PointClickCare liable for any work performed at the request of any of the aforementioned individuals, so long as a superseding Blanket Letter of Authorization has not yet been submitted and processed at the time such requests are made. (I acknowledge that processing may take up to ten [10] business days.)

I acknowledge that all requests made pursuant to this Blanket Letter of Authorization must be made in one of two ways: (1) by calling PointClickCare's HelpDesk; or, (2) through the Web Case Form found in the Resource Center. For greater clarification, until further notice to the contrary, these individuals should not create their own cases in our NetSuite Customer Center portal if they have an existing login to this external application.

I further acknowledge that certain work requests may incur professional services fees. If any of the aforementioned individuals have concerns about the imposition of such fees, they may request an estimated quote before they authorize the work to proceed.

If this Blanket Letter of Authorization also is intended to authorize a currently existing work request, I will provide the related PointClickCare Case # here: _____.

Signature: 

Date: 4/24/17

Printed Name: Philip F. Calderone

Printed Title: Deputy County Executive

¹ Some Customers hire third-party vendors to make these sorts of requests on their behalf. For fastest results, insert the names of individual vendor staff who may make future requests for Customer. If unknown, you may insert the vendor's company name. Thereafter, the vendor will have to submit a Blanket Letter of Authorization in order for requests to be processed efficiently.

THIS ADDENDUM TO MSA: ANALYTICS (this "Addendum" or "AA") is an addendum to and modifies the terms of the Master Subscription Agreement (or other similarly titled agreement) ("MSA") and business associate agreement ("BAA") between PointClickCare Technologies Inc. ("PointClickCare") and the undersigned Customer ("Customer") in relation to PointClickCare's provision of its analytics services (the "Analytics Services") to Customer.

The terms and conditions of this Addendum are incorporated by reference into the MSA and BAA, which agreements remain in effect except as modified by the provisions of this Addendum. Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail as they relate to the Analytics Services.

Purpose

There is increasing pressure to focus on quality improvement in healthcare, including reducing risk, readmissions and costs while addressing resident outcomes and improving quality and efficiency. A robust analytics solution – one with which a facility can compare its performance internally and externally, while identifying care practice variations – can be a key factor in improving resident care. PointClickCare offers the Analytics Services, which allow participating customers to benchmark their performance (in real time) against CMS and national benchmarks, as well as against its peers, with respect to clinical, risk and financial outcomes. Customer intends to utilize the Analytics Services to improve its ability to fulfill regulatory requirements, including those related to quality measures ("QM") and quality assurance and performance improvement ("QAPI"), re-hospitalizations and other performance criteria.

AA1. PointClickCare's Obligations. In respect of the use of the Analytics Services, PointClickCare will:

- a) offer the Analytics Services in a manner which will protect all PHI, so that an organization will only see the PHI of its own residents (which will be necessary for root cause analysis), while the PHI of residents at peer facilities will only be visible as de-identified data (which will be necessary for compliance with privacy laws, including HIPAA).
- b) take statistically sound measures to ensure that, when Customer measures itself against its peers using the Analytics Services, Customer will see de-identified aggregated data in such a fashion that it will not be able to identify which data stem from a specific peer (and its peers will not be able to identify which data stem from Customer or any other peer).

AA2. Customer's Acknowledgments and Agreements. In respect of the use of the Analytics Services, Customer understands, acknowledges, and agrees as follows:

- i) Inclusion of Data Derived from PHI. Customer acknowledges that allowing de-identified, aggregated data derived from its residents' PHI to be included in the aggregated data pool is a necessary prerequisite for participating in benchmarking and for making the Analytics Services as robust as possible. Therefore, Customer hereby allows PointClickCare to de-identify and aggregate data in Customer's database(s) in order to improve the data pool which will support the Analytics Services.
- ii) De-Identification and Aggregation Services. In order to facilitate this use of the data derived from PHI, Customer hereby agrees that any BAA which has been entered into between the parties shall be deemed to include the following provisions (if such BAA does not already have these provisions) and that any language to the contrary in the BAA shall no longer have effect:
 - i. De-Identified Data. Business Associate may use PHI to de-identify the PHI in accordance with 45 C.F.R. §§164.502(d) and 164.514(a), (b)(1) and (c).
 - ii. Data Aggregation Services. Business Associate may use PHI and further disclose de-identified, aggregated data derived from PHI to provide data aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- iii) Hold Harmless. Customer agrees that it is solely responsible for informing PointClickCare in the event that Customer ever grants any resident's request (pursuant to 45 C.F.R. §164.522 or otherwise) to restrict the use and disclosure of the resident's PHI in any way which would require the resident's data to be omitted or deleted from the Analytics Services data pool. If Customer fails to inform PointClickCare - or fails to inform PointClickCare in a timely manner - Customer will hold PointClickCare harmless from any and all adverse expenses, damages or losses which may result from using or disclosing that resident's PHI in relation to the Analytics Services pool. Customer further acknowledges that PointClickCare's initial software programming for the Analytics Services requires that every resident's data be included in the Analytics Services data pool. Accordingly, if Customer grants a resident's request to delete or omit his/her data, the only way for PointClickCare to honor that request will be to remove Customer's entire database from the pool, and Customer will no longer be able to use the Analytics Services. In such an event, Customer will hold PointClickCare harmless from any and all adverse expenses, damages or losses which may result from Customer's inability to continue using the Analytics feature. For further clarification, Customer acknowledges that an enhanced feature which will enable PointClickCare to delete or omit an individual resident's data is on PointClickCare's solution roadmap but has not yet been written or enabled.

Customer's signatory below represents that they are entering into this Addendum on behalf of Customer and that they have the authority to bind Customer to this Addendum.

POINTCLICKCARE TECHNOLOGIES INC.

Signature: Teresa Wright
Print Name: Teresa Wright
Print Title: Sales Support Manager
Date: Jan 9/18

I have authority to bind this company.

For Customer: Albany County dba Albany County Nursing Home

Signature: [Signature]
Print Name: Philip F. Calderone
Print Title: Deputy County Executive
Date: 11/2/17

I have authority to bind this company.

Professional Services Quote/Order Form

PointClickCare Technologies Inc.
5570 Explorer Drive
Mississauga ON L4W 0C4
Canada

Page 2 of 2

Date 11/21/2017

Quote # 64937

Item	Qty	Description	Tax	Extended Rate	Amount
System Orientation Registration Fee					
Level 1 -- VIS Integration Single/1st Facility	1	Level 1 VIS Integration cost to configure a single facility. Note: Monthly integration subscription required *Analytics Including Pro-Tracking	Yes	\$150.00	\$150.00
General Ledger/Accounts Payable Implementation Org Fee - SNF	1	General Ledger/Accounts Payable implementation fee per Organization - SNF	Yes	\$1,350.00	\$1,350.00
Level 2 -- VIS Integration Single/1st Facility	1	Level 2 - Single or 1st facility VIS Implementation fee applicable to: Eligibility Verification, Laboratory and Radiology vendor integrations *Lab: TBD: Must be Certified	Yes	\$300.00	\$300.00
Level 2 -- VIS Integration Single/1st Facility	1	Level 2 - Single or 1st facility VIS Implementation fee applicable to: Eligibility Verification, Laboratory and Radiology vendor integrations *Rad: TBD: Must be Certified	Yes	\$300.00	\$300.00

Term Total \$8,150.00

Terms:

1. Project/Services Documentation: This Professional Services Quote/Order Form sets out the summary of all of the Professional Services to be provided by PointClickCare to Customer. Details of the services, including any timelines, methodologies, resource allocations, etc. will be provided by means of one or more Statements of Work and/or project planning documents to be developed by PointClickCare and approved by Customer. All project coordination, implementation and data services are provided by PointClickCare consultants online and over the telephone. Onsite services are available upon request and quoted separately.
2. Customer Responsibilities: Customer responsibilities relating to professional services projects are set out in the terms of the PS Addendum. Additional responsibilities may be set out in a Statement of Work or project planning document.
3. Cancellation: Training sessions may be cancelled or rescheduled with a minimum of 24 hours' prior written notice or are chargeable at their normal rate.
4. Payments: If applicable the SmartPath Orientation Fee is due at the time of signing of this Quote/Order Form. All other Professional Services fees set out in this Quote/Order Form are due within 30 days of the date this Quote/Order Form is signed.
5. Taxes: All prices exclude federal and state or provincial sales, excise, use, property, health services, as well as goods and services and value added taxes or similar taxes ("Taxes"). Customer acknowledges such Taxes and agrees it shall be responsible for the payment of any such Taxes to PointClickCare unless it provides a valid tax exemption certificate or direct pay permit acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.
6. Binding Contract: The Professional Services provided pursuant to this Quote/Order Form will be governed by the terms of the PS Addendum to Customer's Master Subscription Agreement.

Please fax signed quotes to 1-800-716-0995 or scan and email to sales@pointclickcare.com.

Signature: _____

Date: _____

Printed Name: Philip F. Calderone

Printed Title: Deputy County Executive

Professional Services Quote/Order Form

PointClickCare Technologies Inc.
5570 Explorer Drive
Mississauga ON L4W 0C4
Canada

Quote Title

RFP Received

Page 1 of 2

Date

11/21/2017

Quote #

64937

Expires

11/30/2017

Sales Rep

Nell Matthews

Shipping Code (2)

Prepared for:

Albany County dba Albany County ...
780 Albany-Shaker Rd
Albany NY 12211
United States

Item	Qty	Description	Tax	Extended Rate	Amount
		NEW CUSTOMER			
		Albany County Nursing Home - SNF 112 State Street Albany, NY 12207 Tel: 518.447.7142 250 Beds			
Project Management	1	Fixed Rate Project Coordination: *Silver Included	Yes	\$0.00	\$0.00
Customized configuration for Clinical modules	1	Customized configuration for Clinical modules	Yes	\$2,000.00	\$2,000.00
Customized configuration for Financial modules	1	Customized configuration for Financial modules	Yes	\$2,000.00	\$2,000.00
Gold Data Import - 1 Facility	1	Initial MDS, Gap MDS plus up to 10 imports	Yes	\$1,050.00	\$1,050.00
SmartPath	1	SmartPath System Orientation Registration Fee.	Yes	\$1,000.00	\$1,000.00

Signature: _____

Date: _____

Printed Name: Philip F. Calderone

Printed Title: Deputy County Executive

Monthly Quote/Order Form

PointClickCare Technologies Inc.
5570 Explorer Drive
Mississauga ON L4W 0C4
Canada

Quote Title
RFP Received

Prepared for:

Albany County dba Albany County ...
780 Albany-Shaker Rd
Albany NY 12211
United States

Date 11/21/2017
Quote # 64936
Expires 11/30/2017
Sales Rep Neil Matthews
Shipping Code (2)

Item	Description	Bed/Qty	Base Price	List Rate	Vol. Disc.	Net CRRD	Tax	Monthly Rate
	NEW CUSTOMER							
	Albany County Nursing Home - SNF 112 State Street Albany, NY 12207 Tel: 518.447.7142 250 Beds							
PCC EHR Select SNF	PCC EHR Select for Skilled Nursing Facilities	250	\$0.6900	\$21.045	28.0%	\$0.4968	Yes	\$3,788.10
General Ledger/Accounts Payable	General Ledger, Accounts Payable	250	\$0.1000	\$3.050	28.0%	\$0.0720	Yes	\$549.00
eINTERACT	eINTERACT™ Program for Skilled Nursing Facilities (SNF) consists of Communication Tools, Decision Support Tools and Quality Improvement Tools & Reporting	250	\$0.0700	\$2.135	28.0%	\$0.0504	Yes	\$384.30
PointClickCare Analytics Compliance Package	A subscription fee for the analytics compliance package	250	\$0.1400	\$4.270	28.0%	\$0.1008	Yes	\$768.60
Document Manager	A subscription fee for Document Manager module	250	\$0.1000	\$3.050	28.0%	\$0.0720	Yes	\$549.00
Integrated Direct Messaging-existing Direct customer address	Integrated Direct Messaging provides the ability to send/receive messages using a Direct address	250	\$0.0200	\$0.610	28.0%	\$0.0144	Yes	\$109.80
Integrated Results Tracking - Subscription	A subscription fee for the Integrated Results Tracking module	250	\$0.0700	\$2.135	28.0%	\$0.0504	Yes	\$384.30
Training Database - Tier 1 (1-5 facilities)	Tier 1 Training Database (1-5)	1	\$3.2787	\$100.000			Yes	\$100.00

Terms:

This Quote/Order Form sets out the PointClickCare services to which Customer has subscribed pursuant to the Master Subscription Agreement ("MSA"). This Quote/Order Form is not an invoice. Customer will receive monthly invoices during the subscription term unless Customer selected an annual payment option.
SmartPath Orientation Fee: Customers selecting PointClickCare's SmartPath service are required to pay the SmartPath Orientation Fee, due and payable upon Customer's acceptance of this Quote/Order Form. The SmartPath Orientation Fee is set out on Customer's Professional Services Quote/Order Form.
Start Date for Billing - Core Subscription:
*Unless stated otherwise in an addendum to this Quote/Order Form, in respect an individual or pilot facility, the earlier of (A) the first day of the month that immediately follows the 90th day after Customer's execution of this Quote (i.e. if Customer executes this Quote on November 30, the Billing Start Date shall be March 1 or if Customer executes this Quote on January 30, the Billing Start Date shall be May 1), and (B) the first day of the month following the import of Customer Data into PointClickCare's database; and
*Unless stated otherwise in an addendum to this Quote/Order Form, in respect of additional Customer facilities, an implementation schedule will be determined with Customer which shall provide for implementation of a minimum of three additional facilities per month, beginning one month after the Billing Start Date of the pilot facility (the "Monthly Minimum"). The Billing Start Date for additional Customer facilities will be (A) the first day of the month following the import of Customer Data into PointClickCare's database (the "Data Import"), OR, if the Monthly Minimum is not met, then (B) determined by the following schedule: PointClickCare will begin billing the core subscription fees for three additional facilities on the first day of each subsequent month, beginning one month after the Billing Start Date of the pilot facility, starting with the additional facilities that have the lowest core subscription fees, until all additional facilities are being billed.
*Start Date for Billing - Additional Modules: Unless stated otherwise in an addendum to this Quote/Order Form, in respect of each Customer facility, the first day of the month following activation of such modules.
*Taxes: All prices exclude federal and state or provincial sales, excise, use, property, health services, as well as goods and services and value added taxes or similar taxes ("Taxes"). Customer acknowledges such Taxes and agrees it shall be responsible for the payment of any such Taxes to PointClickCare unless it provides a valid tax exemption certificate or direct pay permit acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.

Signature: _____

Date: 11/24/17

Printed Name: Philip F. Calderone

Printed Title: Deputy County Executive