

AMENDMENT 1 TO THE LICENSE AGREEMENT

This is an amendment to the License Agreement between CoCENTRIX, Inc. ("Licensor") and Arkansas Department of Human Services ("Licensee") dated June 6, 2014 (the "License Agreement"). All terms and conditions of the License Agreement shall remain in full effect and shall apply equally to this amendment. In the event of a conflict between the License Agreement and this Amendment 1, this Amendment 1 shall control.

WITNESSETH:

WHEREAS, the parties have executed the License Agreement dated June 6, 2014 and,

WHEREAS, the parties desire to amend such License Agreement;

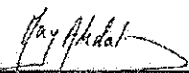
NOW, THEREFORE, and in consideration of the mutual premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the License Agreement as follows:


Schedule 1: Schedule 1 of the License Agreement is hereby replaced in its entirety with the Amended Schedule 1 attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

COCENTRIX, INC. ("Licensor")

Arkansas Department of Human Services ("Licensee")

By: 

By: 

Its: Board Chair and President

Its: Arkansas Department of Human Services
Director of Quality Assurance

Date: October 20, 2014

Date: October 20, 2014

SCHEDULE 1
Amended

1. LICENSED PROGRAMS

The Licensed Programs and Materials are derived from proprietary software of either Licensor or other Third-Party vendors as distinguished by the ownership designation set forth below. Licensor or the other Third-Party vendors retain ownership of their respective Licensed Programs, and Materials. The proprietary rights of Licensor or the other Third Party vendors set forth in Section 4 of the Agreement are incorporated herein by reference.

PRODUCT NAME	FUNCTION	LICENSOR⁽¹⁾
CoCentrix CCP	Case Management and EHR	CoCentrix, Inc.
CareTiles	Patient Engagement	CoCentrix, Inc.
Dynamics CRM	Development Platform	Microsoft Corporation
DSM-IV and DSM-5 Codes ⁽²⁾	Diagnostic Coding System	American Psychiatric Association
InterRAI Assessment Tool	Uniform Assessments	InterRAI
-FDB MedKnowledge, USA Enhanced Clinical Solution Database -FDB MedKnowledge API, CPOE/EMAR/ Ambulatory -FDB OrderKnowledge	Medication Database for Medication entry, CPOE, EMAR	First Data Bank
BizTalk	Utility	Microsoft Corporation
Windows Server	Utility	Microsoft Corporation
SQL Server	Database	Microsoft Corporation

⁽¹⁾ Licensor reserves the right to exchange the Third Party Programs listed in the above upon 30 days prior written notification, provided the Third Party program provides same or better functionality.

⁽²⁾ CoCENTRIX will provide DSM Codes. Those codes are licensed without updates. Updates published by the American Psychiatric Association, will require payment of additional fees by Licensee to Licensor, and as required by the APA in order for Licensor to make the codes available in connection with the Licensed Programs.

2. LICENSED PROGRAM FEES AND PAYMENT TERMS

Table 1. Licensed Programs Fees

LICENSED PROGRAMS FEES ⁽¹⁾	Fee	QTY	Total Fee	Payment Terms
CoCENTRIX CCP Enterprise License ^(2,3,4)	\$1,000	5,000	\$5,000,000	Upon execution
CoCENTRIX CCP Provider Access License ⁽³⁾	\$65.00	20,000	\$1,300,000	Upon execution
CoCENTRIXccp Client Portal	\$115,000	1	\$115,000	90 days from execution
CoCENTRIX Care Tiles Professional User License	\$0	100	\$0	N/A
First Data Bank Content – AR DHS 3,500 Users	\$52,500	1	\$52,500	Annual fee ⁽⁵⁾ First year fee due 90 days from execution
First Databank Content – 1,112 Residential Beds	\$30,600		\$30,600	
DSM 5 Codes	\$49,500	1 (5,000 Users)	\$49,500	Annual fee First year fee due 90 days from execution

⁽¹⁾ Licensee must provide its own Microsoft Windows Server and SQL Server Licenses.

⁽²⁾ Includes License for InterRAI Assessment and algorithms.

⁽³⁾ CCP License includes appropriate CRM License for user-type.

⁽⁴⁾ Includes CRM Server, BizTalk Runtime Server.

⁽⁵⁾ First Data Bank fees are subject to an annual three percent (3%) increase.

Definition of CoCENTRIXccp Licenses:

- **Enterprise Access (Full)** - Provides full system administrative access, ability to create and edit workflow, develop dashboards/reports and processes, and full read/write ability. Users that will be doing system configuration and defining process, viewing multi-user tracking summarization. Includes all EHR functions.
- **Provider Access (Basic)** - Provides read write access to the following functions: Access to and use of the Assessment Library for a defined set of Assessments; Care/Service Planning; Service Authorizations; Service Recording and Case/Progress Notes. Users that will be reviewing Care Plans, Conducting Assessments, and Recording Services and Progress Notes will need this access. Does not include EHR, reporting or dashboard functions.
- **Portal Access** - View only access based on configuration. Access will need to administered/configured to share only appropriate information.

Table 2 – Additional CoCentrix CCP Named Users

Blocks of Users	Fees	Payment Terms
Each additional block of 100 CCP Enterprise licenses	\$100,000	Upon purchase
Each additional block of 1,000 CCP Provider Access licenses purchased PRIOR TO June 1, 2015	\$45,000	Upon Purchase
Each additional block of 1,000 CCP Provider Access licenses purchased AFTER June 1, 2015	\$250,000	Upon Purchase
Each additional CareFiles Professional User License	\$300	Upon Purchase

3. SERVICE FEES AND PAYMENT TERMS

The parties will finalize the in-scope services within thirty (30) days after the Agreement date (the "Final Project Plan") with additional agreed-upon details regarding the implementation, such as, (a) the specification of all tasks and subtasks that need to be performed for the in-scope implementation, an allocation of responsibility for those tasks and subtasks among Customer, CoCENTRIX and, to the extent agreed, third parties, (b) the target start and completion dates for such tasks/subtasks, and (c) addressing other agreed to matters.

The Final Project Plan shall not modify each party's level and scope of responsibility specified in the Scope of Work attached hereto as Appendix A and shall cover the same scope of work and in-scope services identified therein. Once agreed to by the parties, such Final Project Plan will automatically become part of this Agreement. In the event of any conflict between the Final Project Plan and the preliminary Scope of Work, the Final Project Plan shall govern.

The Service Fees in Schedule 1 are based on and subject to the defined scope set forth in the preliminary Scope of Work. The Parties acknowledge and agree that changes in the actual or anticipated client environment, changes in the client disclosed requirements, mutually agreed upon changes to assumptions, resource requirements, and/or hours estimates set forth in this Agreement may justify changes to the Final Project Plan and/or increases in the Service Fee and such changes will be addressed in a written change order and will be attached via amendment to the Agreement. Neither Party shall unreasonably withhold or delay agreement on any reasonably appropriate modifications to any of the foregoing. Want a not to exceed number

Table 3 - Professional Services

SERVICE ^(1,2,3)	Fee	QTY	Total Fee	Payment Terms
Installation and Set-Up of test, production and training environment	\$ 30,000	3	\$ 90,000	Upon completion of Software Installation
Conversion	\$ 20,000	2	\$ 40,000	Upon completion of each conversion
Implementation Services	\$ 639,900	1	\$ 639,900	As incurred
Training	\$ 112,200	1	\$ 112,200	As incurred
Hosting Set-up Fee (Per Environment)	\$ 6,000	3	\$ 18,000	Upon Execution
Hosting (Cloud) Services Fee	\$ 8,000	3	\$ 24,000	Monthly for first three months ⁽⁴⁾
Additional Custom Report Development (80 Reports)	\$225/hour	800	\$180,000	As incurred

Amendment 1 to License Agreement



- (1) Additional Professional Services hourly rates are outlined below. Implementation Services Fee will not exceed \$1,000,000
- (2) Days are from 9:00am to 5:00pm with an hour break for lunch.
- (3) Conversion price is per system being converted.
- (4) Monthly Hosting (Cloud) Service Fees will be charged based upon volume. Initial three months will be charged \$8,000 per month, then will be charged as incurred (to be determined) based on Licensees third-party costs.

Table 4 – Interfaces

Interfaces	Cost per Interface	Payment Terms
MMIS	\$20,000	Upon completion
Eligibility (Answer/EEF)	\$20,000	Upon completion
ARShare (HIE)	\$20,000	Upon completion
Additional Interfaces	\$20,000	Upon completion

Services will be delivered via on-line meetings, unless otherwise requested by Licensee. If on-site meetings are requested, Licensee shall reimburse Licensor for all travel and per diem expenses incurred by Licensor while performing services at Licensee facilities as follows:

- Airfare (coach): Cost
- Lodging: Cost
- Meals: \$50 per day
- Rental Car: Cost
- Personal Vehicle Use: Current Federal Rate per mile

Services rates and related travel and per-diem charges are valid for a period of twenty-four (24) months after execution of the Agreement.

4. FEES FOR ADDITIONAL SERVICES

The following are charges for services that will be applied, if these services are requested by Licensee:

- CCP Consultant \$225.00 Per Hour
- Project Manager \$250.00 Per Hour
- Clinical Consultant \$275.00 Per Hour
- Application Consultant \$250.00 Per Hour
- Billing Consultant \$200.00 Per Hour
- Technical Consultant \$200.00 Per Hour
- Training Services \$175.00 Per Hour

The above charges are valid for a period of twelve (12) months after execution of the Agreement.

5. GENERAL PAYMENT TERMS

The payments described in this Schedule 1 are payable upon the occurrence of the events specified therein, and at the latest within thirty (30) days of invoice receipt. Failure to pay as defined may result, at the option of Licensor, in suspension of any services listed on this Schedule 1 and/or Support Services, or Termination as defined in Subsection 6.02 of this Agreement; provided that Licensor shall provide Licensee with written notice and an opportunity to cure as set forth in Sections 7.05 of this Agreement.

Licensee shall, where obligated by law to do so, directly pay all applicable taxes relating to or assessable against the Licensed Program, Installation, Training and Consulting services, or any services related thereto, including all personal property taxes and state sales and/or use taxes but excluding taxes based on Licensor's taxable income and excluding any other taxes based on Licensor's business operations. If Licensee elects to challenge the applicability of any such taxes, Licensee shall inform Licensor and will supply Licensor with all relevant documentation substantiating Licensee's right to withhold payment of such taxes. It is contemplated that Licensee will directly pay all sales and use taxes incident to this Agreement; provided, however, Licensee agrees to reimburse Licensor (after receipt by Licensee of appropriate documentation from Licensor) for any payments of sales or use taxes paid by Licensor on behalf of Licensee pursuant to this Agreement or assessed by a taxing authority against Licensor.

EXHIBIT A

SUPPORT AND MAINTENANCE SERVICES

- 1.01 Covered Programs and Utilities:** The following Licensed Programs and Materials are covered under Support Services. Licensee shall pay the annual fees as set forth in Section 2.01 of this Exhibit A.

LICENSED PROGRAMS (Named Users)	Annual Fee
CoCENTRIX CCP Enterprise License ⁽¹⁾	\$1,000,000
CoCENTRIX CCP Provider Access License ⁽¹⁾	\$ 390,000
CareTiles Professional User License (If additional licenses purchased)	\$ 60 Each

⁽¹⁾ Support Services Fee for initial purchase of Enterprise Licenses is \$200 each, and for Provider Access Licenses is \$19.50 each. For any additional named users the annual Support Services Fees per Enterprise License is \$200; and for any additional Provider Access Licenses, Support Services Fee will be \$13.50 per license if such additional license is purchased prior to June 1, 2015, and will be \$67.50 if license is purchased after June 1, 2015, subject to annual increases as outlined in Section 2.01 below.

- 1.02** Licensee will have the ability to access Licensor's website, via secured credentials, to place trouble tickets for support and to access FAQs / Knowledgebase.

Licensor agrees to provide and Licensee agrees to accept the Support Services for the Licensed Programs and Materials listed above at the annual fees indicated. Licensee may discontinue Support Services after the first anniversary of the Agreement upon notification to Licensor by providing at least sixty-days (60 days) prior notice to Licensor. Support Services fees will be adjusted accordingly on a go-forward basis, and Support Services fees on a per license basis on active licenses will not be increased due to such discontinuation of Support Services.

SECTION 2 PAYMENT TERMS

2.01 Payment Terms: Licensee agrees to pay the invoiced fees for the Support Services at the rates established hereto. The fees for Support Services shall be payable within thirty (30) days after receipt by Licensee of a duly executed invoice. The first month of the Licensed Programs Support Services fees begins 90 days from execution of this Agreement. Licensed Program Support Services for The Provider Access Licenses will be phased-in based on block purchases of the Licenses through December 31, 2014. For the four annual renewal periods following the initial year, the annual Support Services fees for the Licensed Programs are as follows:

- Year 1: \$1,390,000
- Year 2: \$1,431,700
- Year 3: \$1,474,651
- Year 4: \$1,518,891
- Year 5: \$1,564,457

For any subsequent years, annual increases in support fees will become applicable at the beginning of each contract anniversary year and will not exceed three percent (3%) per year (as noted above).

**SECTION 3
SCOPE OF SERVICES**

3.01 Support Staff: The Support Services offered by Licensor will be provided by a team of Licensor's employees who staff the Licensor's Support Center. The Support staff is available during Licensor normal business hours (8:00 a.m. to 8:00 p.m. EST) Monday through Friday. An on-call system is also offered after hours on all days and at all times outside Licensor's normal business hours for critical support needs. **Licensee shall provide Level 1 support via call center for all Provider Access users.**

3.02 Support Services: The following is a list of services ("Support Services") offered under the Support Services Agreement at no additional fees to Licensee, provided Licensee pays the agreed upon monthly Support Services fees:

- (a) Software support available to Licensee for processing of reported concerns, diagnosis, and resolution of defective application functionality for licensed software;
- (b) Written notification of the availability of software updates and/or new releases to Licensee and the forwarding to Licensee of such notices of updates or new releases during the term of the Support Services Agreement period;
- (c) Support for installation of upgrades and new releases performed by Licensee at a licensed site;
- (d) Licensee support available for guidance on published software materials and intended use of licensed software;
- (e) In the instance that licensee reports a software defect for a software version that was released greater than three (3) months prior, the licensor will consider required changes to the most recent publicly available or future version releases of licensed software only. Licensor will not promote or support changes to licensed software versions released greater than three (3) months prior, when a newer version of the licensed software is available to licensee; and
- (f) Programming and modifications/updates of billing components as required by Third Party payers.

Telephone support services are provided as needed by Licensee under this Exhibit A. Licensor will use its best efforts to answer telephone calls from Licensee within the same business day. When appropriate, Licensor and Licensee may also communicate with each other via e-mail with regard to Support Services. Licensor will use its best efforts to provide substantive responses to e-mails received from Licensee within the same business day.

Licensee may request additional customized assistance outside the scope of the Support Services. In this context, Licensor will provide the requested services on a time and materials basis and Licensee will be charged at the negotiated current rate per hour, plus travel and per diem expenses if on-site consulting is required. All travel and per diem expenses associated with on-site consulting, as well as the number of hours required for each occurrence will require a detailed budget from Licensor and prior written approval by an appropriate Officer of Licensee. Certain negotiated rates for additional services are set forth in Schedule I of this Agreement.

3.03 Performance Standards: If any of the Licensed Programs functionality fails to conform to the specifications set forth in the Licensed Materials, Licensor agrees to respond according to the following priority schedule:

Priority Level	Priority Level Definition	Required Response
CRITICAL	A problem preventing Users from reasonably continuing work with the Licensed Program	Licensor will begin work on the problem within two (2) hours of notification and continue until an acceptable resolution is achieved
URGENT	Features of the Licensed Program are needed for performing daily functions and no work around is available	Licensor will begin work on the problem within four (4) hours of notification and continue until an acceptable resolution is achieved
IMPORTANT	Important features of the Licensed Program are needed and no work around is available	Licensor will begin work on the problem within twenty four (24) hours of notification and continue until an acceptable resolution is achieved
NEEDED	Other features of any of the Licensed Program are reasonably needed and for which no work around is available	Licensor will begin work on the problem within seventy-two (72) hours of notification and continue until an acceptable resolution is achieved
DESIRABLE	Users have questions about potential enhancements to performance of the Licensed Program (other than normal questions that are handled under the Support Services Agreement)	Licensor will respond as soon as practicable but in no event later than two (2) weeks after notification

3.04 Licensee's Responsibilities: In order to receive Support Services, Licensee is expected to perform the following:

- (a) Be licensed for the Licensed Programs for which Support Services are requested;
- (b) Maintain the system at current releases and load and test new revisions within three (3) months of release date;
- (c) Maintain the operating system and designated approved equipment at releases supported by the operating system and equipment manufacturer;
- (d) Have documentation of reported malfunction available to Licensor staff for telephone and/or on-site consulting;
- (e) Notify Licensor immediately in the event of the Licensed Programs malfunctions;
- (f) Perform reasonable tests within an agreed upon timetable upon the request of Licensor Support Staff;
- (g) Provide, if required, Licensor with suitable data to investigate Licensee reported questions and problems;
- (h) Provide access to a dedicated data communications line and associated communications devices to enable Licensor to employ data communications, diagnostic, support and repair services. This communication link shall be readily available to Licensor at all times. The Licensor policy regarding access to

Licensee's data is as follows: Licensor will provide Licensee a secured trouble ticket system to request assistance regarding any of Licensor's products or services

Licensee shall provide "Level 1" support to all users of the Provider Access Licenses. Level 1 support shall consist of Licensee's own telephone support and triage of all incoming calls from Provider Access users, prior to Licensee contacting Licensor for support.

By Licensee accessing the secure trouble ticket system, Licensee acknowledges its understanding that Licensor's staff may be required to access one or more of Licensee's environments in order to research and/or resolve this request for support. If Licensor staff is required to access Licensee's system, Licensor will (1) adhere to all contractual agreements regarding access to Licensee's system and (2) will log their access in Licensee's support access log.

Once Licensee engages Licensor for support, an implied contract is in effect. The Licensee will be provided with assistance using the tools available to Licensor staff. If the Licensor's staff member must access Licensee's DB or PHI, Licensor will limit its access to the areas impacted. Licensor staff will not have to ask for permission to connect subsequent times during the resolution of the requested assistance (i.e., the duration of the trouble ticket). The Licensee will notify Licensor if they do not want to continue to grant access their system during the resolution of this problem.

Licensor staff will document their access in the support access log. This log will include the following information: name of Licensor staff, brief purpose, trouble ticket number (if available), date, start time and end time, person authorizing. The name of the staff member is automatically documented based on the Licensor's staff's secure unique network log on. This log will be available to the Licensee via the customer website. This information is available at any time. The log will also be available to management to review appropriate access to customer databases;

(j) Maintain daily backups of all data files and directories;

(k) Provide the necessary training to its new employees. Each new employee utilizing the

Licensed Programs must be provided a certificate of training, either by Licensee or Licensor; and

(l) Employ technical staff that can provide Industry Standard Network System Management.

SECTION 4 EXCLUSIONS

4.01 Exclusions: Licensor reserves the right to exclude from Support Services coverage any Licensed Programs malfunctions that result from the following:

(a) Improper or inadequate use, storage, or maintenance by Licensee;

(b) The combination of all or part of the Licensed Programs with any other product or part not furnished by Licensor to Licensee, except with respect to Commercial Desktop Applications and Commercial Client Server Applications identified in Schedule 1 or as otherwise approved by Licensor from time to time;

(c) Unauthorized modification or misuse, operation;

(d) The gross negligence or willful misconduct of Licensee or its employees or agents;

(e) Operation outside of the environmental specification as published by the hardware equipment manufacturer;

(f) Improper Hardware equipment site preparation and maintenance, as published by the equipment manufacturer;

(g) Lack of training by Licensees trainers of Licensee's new employees; and

(h) Inadequate backup and/or Network System Management by Licensee.