


Point Click Care Product Subscription and Service Agreement Terms and Conditions

Parties to this Agreement Client: River Bluff Nursing Home ("Client") and Wescom Solutions Inc ("Wescom")

Client: River Bluff Nursing Home	Wescom Solutions Inc.
Address: River Bluff Nursing Home 4401 N. Main Street Rockford IL 61103	Address: 6975 Creditview Road, Mississauga, Ontario, Canada, Unit 4 L5M 8E9
Billing Contact name and email address: Pam Gentner PGentner@wincoil.us	Wescom Contract notice address: AccountServices@PointClickCare.com
By:  C/S Name: Pamela Gentner Title: Administrator Date: 11/16/12	By: _____ C/S Name: Title: Date:
I have authority to bind the Corporation	I have authority to bind the Corporation

FOR SUMMARY OF EHR PACKAGE PURCHASED and RELATED PRICING/QUOTE, please refer to Appendix A and B.

Subscription to the PointClickCare Application Wescom grants to the Client, during the term of this Agreement, a non-transferable limited license to access and use the Application(s) listed in the attached Quote to this Agreement, as amended from time to time in writing by both parties, through its online service at PointClickCare.com. The license allows for the use of a number of active Records equal to the number of beds licensed in the Quote (see 'Licensed Capacity' in Appendix A). No adjustment to licensed capacity shall be made for changes of less than 5%. Further, non-active (discharged or waiting list) records are maintained, in addition to the number of licensed records, without limitation. It is the Client's responsibility to maintain their network infrastructure with appropriate capacity and security to connect to PointClickCare.com. For an outline of our recommended Hardware Specifications and Technical Requirements, see Schedule 3 and 3a, respectively. The Client shall be responsible for entering all data in the system, with the exception of any data import services provided by Wescom. Our current policy regarding online service accessibility can be found at www.PointClickCare.com/Terms/Accessibility. This Agreement shall remain in force for a non-negotiable initial term of two years from date of signature, after which the term will be automatically renewed from month to month, until the Client or Wescom sends notice otherwise. The first month of service will start from the Official Subscription Start Date** and subscription fees shall be due on the first of every month thereafter.

****"Official Subscription Start Date"** shall be determined by the date which Imports (i.e. Client data, MDS, patient identification information, resident and clinical data) are transferred into the Wescom Database. If Imports are transferred before the 15th day of any given month, the Official Subscription Start Date shall be the first date of the same month. If imports are transferred after the 15th day of any given month, the Official Subscription Start Date shall be the first date of the following month. For example, if the import occurs March 13, 2012, the Official Subscription Start Date would commence March 1, 2012. If the import occurs March 16, 2012, the Official Subscription Start Date would commence April 1, 2012. *In the event the Official Subscription Start Date does not meet the definition above, the parties shall agree in writing to an adjustment and outline such in an Addendum to this Agreement.*

Payment, Term, Changes and Termination The Client shall pay the monthly subscription fee quoted in Appendix A for access to and use of the Application(s). This amount shall become payable on the first day of each month. Wescom shall continue to offer discounted prices until May 31, 2014, after which, Wescom shall revert all discounted prices to its standard price (to be calculated on the date of reversion) and may increase any standard price by up to 5% annually. The monthly subscription fee includes application maintenance and help desk support. The Client is entitled to these services, subject to monthly subscription fees being maintained on a current basis. Our Service Level Agreement regarding Help Desk services can be found in Schedule 4 of this Agreement. The Client shall pay the Training and Implementation service charges quoted in Appendix B. Wescom may provide other services in accordance with an agreed quotation. Payment for training and implementation shall be due upfront within 15 days of signature. Wescom reserves the right to charge interest on overdue amounts at a rate of 1.5% per month. *Wescom shall have the right to terminate the Client's limited license and access rights to the Application in the event of non-payment, if such non-payment is not cured within 30 days of the Client's receipt of notice from Wescom and/or the Client fails to implement the Applications within 6 months of signing this Agreement (this does not apply to Point of Care or Intake Referral Management training and implementation).* Help desk services may be withheld if the Client is in arrears on its payments and does not cure such arrears within 10 days of receipt of notice. Wescom's exercise of its rights in the event of Client's failure to pay amounts when due shall not affect Client's continued obligation to make payment. After the initial two year term of this Agreement, any notice of termination by Client must be addressed to AccountServices@pointclickcare.com, with evidence of receipt to be effective. Any notice to terminate service must be received by Wescom 30 days in advance of the month for which service is no longer required. Upon termination and if the Client makes a request, Wescom shall provide a file of the Client's data within 7 days, subject to receipt of any outstanding fees due to Wescom. Following termination, Wescom shall have no obligation to maintain any Data stored on behalf of the Client or to forward any Client Data to the Client or a third party or to provide Client with access to the Application. Wescom may, but is not obligated to, delete archived Client Data, but will not do so until thirty (30) days following termination.

Please also see www.PointClickCare.com/Terms/UsePractices for our current policy regarding the use of the Application.

Wescom's commitment and policy regarding Private Health Information Confidentiality can be found at www.PointClickCare.com/Confidentiality.

Warranty, Limitation of Liability, Indemnity and Taxes Wescom warrants that the Client shall have the right to utilize the Applications free and clear of all liens and encumbrances, subject to the terms hereof. Wescom warrants that the Applications shall function as originally deployed and as modified by future releases, in accordance with its documentation, and that the Client shall have access to the Applications as described herein. No other warranties apply, either express or implied, including any warranty of merchantability or fitness for particular purpose. **IN NO EVENT SHALL WESCOM BE**

LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, PUNITIVE OR EXEMPLARY LOSSES, EXPENSES, OR DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF SAVINGS, LOSS OF USE OR LOSS OF DATA, INCURRED BY THE CLIENT, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM THE CLIENT'S ACCESS TO, OR USE OF, THE POINTCLICKCARE.COM WEBSITE OR THE APPLICATION(S), UNLESS RESULTING FROM NEGLIGENT ACTS OR OMISSIONS BY WESCOM. Some jurisdictions do not allow for the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to the parties. UNLESS RESULTING FROM NEGLIGENT ACTS OR OMISSIONS BY EITHER PARTY, the parties covenant and agree to indemnify and save each other or anyone for whom they are, respectively, in law responsible, harmless from any liability, loss, damage or expense, third party claims, including assessable legal fees, arising out of the performance of their obligations and arising out of, or in any way connected with, the Client's access to or use of the PointClickCare.com website or the Applications, under this Agreement and its Schedules attached herein. The parties hereto agree that they shall co-operate with each other in the defense of any such action, including providing each other with prompt Notice of any such action and the provision of all material documentation. The parties further agree that they have a right to retain their own counsel to conduct a full defense of any such action.

Ownership of Data Wescom does not own any data, information or material submitted by the Client to the Application, unless Wescom specifically advises the Client otherwise. Wescom agrees not to disclose to any third party any information concerning the Client's operations, Clients or patients except as expressly authorized herein. The Client shall allow Wescom to access and copy the Client Data provided that the portions of the Client Data to be copied by Wescom shall not include patient identification information, and further provided that Wescom shall not provide the data to any third party in any format – either by facility name or location – which enables such third party to identify Client facility(ies) (individually or collectively) as the basis for the data reported. Subject to such restriction, Wescom may use or provide to third parties anonymous database information.

Other Terms Notices or other communications shall be provided to each party at the address provided in *Parties to the Agreement*. Notice of termination or request to change a level of service must be sent to Wescom at AccountServices@PointClickCare.com. Client may not assign this Agreement. Each party shall treat as confidential the terms of the Agreement and information received that is not generally known to the public. This Agreement, together with any schedules referred to herein, constitutes the entire Agreement between the parties. Unless otherwise stated, all amounts provided in the Agreement refer to United States dollars. After termination, all payment obligations, and provisions regarding warranty, limitation of liability, and confidentiality shall survive. This Agreement shall be governed by and construed in accordance with the State laws of Illinois and the federal laws of the United States of America, applicable therein, and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such State. Wescom agrees to take all necessary action to comply with the State of Illinois' Local Government Prompt Payment Act (50 ILCS 505/1-9) regarding payments from state and local government entities in exchange for the services and products of Wescom.

Schedule 1: Discounted Pricing Details and Parameters

Discounted Pricing Option 1(b)*

Discount Expiration Date (to qualify for discount): November 30, 2012

i) APPLICATIONS

Discounted Pricing Option 1(b) EHR Advantage package shall include a select package of Clinical and Financial Applications and is priced at \$0.24 per bed. This Application package includes a list of fixed modules:

- | | | |
|--------------------------------------|---------------------------------------|------------------------------------|
| - Admission Discharge Transfer (ADT) | - Scanned Documentation (1GB Free/DB) | - Billing |
| - Diagnosis | - MARS/TARs | - Accounts Receivable |
| - Care Plans | - Communications Board | - Collections |
| - Minimum Data Set (MDS 2.0/3.0) | - Weights and Vitals | - Trust Accounts |
| - User Defined Assessments | - Immunizations | - Census |
| - Progress Notes | - eQIA | - Point of Care (POC) |
| - Physician Orders | - Risk Management | - Intake Referral Management (IRM) |

ii) GROUP TRAINING AND IMPLEMENTATION

Discounted Pricing Option 1(b) EHR Advantage package shall include a select package of training and implementation services at zero cost. The Training and Implementation package includes training to use all functions of the Clinical and Financial Applications listed above. It also includes PointClickCare's Gold Data Import Package. In the event that the Client elects to implement the Point of Care (POC), Intake Referral Management (IRM)/Customer Resource Management (CRM) functions, POC and IRM/CRM training shall both be billed at \$2500 and \$1250, respectively. Access to Sandbox (training database) charged at \$100/month.

iii) DISCOUNTED REHAB OPTIMA PRODUCT PRICING**

THIS DISCOUNTED REHAB OPTIMA PRODUCT IS ONLY AVAILABLE FOR CUSTOMERS WHO CHOOSE TO SUBSCRIBE TO THE SOFTWARE AND IS A SEPARATE PURCHASE FROM THE EHR PACKAGE ABOVE.

Discounted Pricing Option 1(b) EHR Advantage package includes special pricing access to Optima Healthcare Solutions' Rehab Optima product at a rate of \$275/month or the rate the Client current pays (whichever price is higher). This package includes seven (7) hours of training provided by a Rehab Optima Employee at zero cost. The product will include:

- Rehab Optima (RO)
- Advanced Clinical (AC)
- Health Level 7 (HL7) exclusively for Rehab Optima product
- Admission Discharge Transfer (ADT)

***Discounted Pricing Option 1(b) Limiting Provisions:** Discounted Pricing Option 1(b) is subject to a *non-negotiable two (2) year commitment* to pay from the Effective Date of this Agreement and is exclusively available to customers that sign this contract between October 1, 2012 and November 30, 2012. All Clients who purchase the Discounted Pricing Option 1(b) shall pay an amount equivalent to the first two months' of Subscription Charges due immediately upon signature and credited towards the Client's first and second month's Subscription, starting from the Official Subscription Start Date. Discounted prices will revert to PointClickCare's standard pricing model on May 31, 2014. Our standard pricing model is based on a calculation of relevant market rates and other variables at the discretion of PointClickCare and thus is not provided at this time.

****Rehab Optima Product Limiting Provisions:** Discounted Rehab Optima Product Pricing is subject to a *non-negotiable two (2) year commitment* to pay from the Effective Date of this Agreement and is exclusively available to customers who sign this contract between October 1, 2012 and November 30, 2012. Upon May 31, 2014, all discounted pricing will revert to a rate of \$350/month going forward. At the two (2) year anniversary of the Effective Date of this Agreement, the Client shall be automatically renewed to a one (1) year term with possible price increase of 10%.

Schedule 2: Training and Implementation

***** Applies to all discounted pricing options 1a), 1b), 2a), 2b), 3a) and 3b)

Objective: Provide an efficient and effective conversion process to ensure all new clients experience a smooth transition to the PCC EHR integrated platform.

Key Elements:

- 1) Leveraging knowledge of previous Accu-Med / PCC Conversions.
- 2) Cross-functional Conversion teams focused exclusively on Accu-Med/PCC Conversions.
- 3) Standardized clinical & billing configurations. Customization only available after Go-Live.
- 4) Training a hybrid of Web-Based, Group Training and Individual Follow-Up sessions. (no on-site training).
- 5) Real-time system utilization monitoring to ensure strong system adoption and post Go-Live stability (7 Stage).

Standard Training and Implementation Services

- A) The training and implementation service that accompanies the discounted pricing packages consists of:
 - 1) Participation of client in group sessions with other clients for training on standardized configuration package.
 - 2) The group sessions will be a hybrid of pre-recorded sessions and live training.
 - 3) Follow-up individual sessions for each group session for questions and guidance.
 - 4) Web-based self taught material.
 - 5) Dedicated help desk for immediate support.
- B) The training and implementation service that accompanies the discounted pricing packages DOES NOT INCLUDE:
 - 1) On-site Training
 - 2) Individual Training Sessions not Scheduled as Part of Group Training Follow-Up

Resources:

- 1) Dedicated conversion team, consisting of 1 clinical and 1 billing resource.
- 2) Experienced PCC Coaches in place to ensure smooth adoption and react quickly to resolve any start-up issues.
- 3) Transitioned Accu-Med Account Management Team to help ensure positive client adoption of PCC.
- 4) PCC Project Coordinator to facilitate all background logistical issues.
- 5) PCC Quality Assurance Team for post-go live monitoring and follow-up.

Process:

- 1) Go-Live date established based on the date Imports (i.e. Client data, MDS, patient identification information, resident and clinical data) are transferred into the Wescom Database, determining pre-defined training schedule to meet Go-Live.
- 2) Immediate availability after contract signature of educational material and other on-boarding documentation.
- 3) Data extracted from existing system data to meet PCC import format (client/existing Accu-Med resource).
- 4) Data import from standardized templates into PCC system (PCC Data Service Team).
- 5) Completion of Standardized Configuration by dedicated conversion team.
- 6) Pre-Go Live Training (Group Session with Individual Follow-Up Review).
- 7) PCC System Go-Live
- 8) Additional Follow-Up Sessions for Month End Billing Close
- 9) Continuous Follow-Up with PCC Quality Assurance Team to Promote Client Stability

Schedule 3: Hardware Specifications

PHASE 1

The recommended minimum hardware specifications needed to operate the Applications via the PointClickCare.com website are as follows:

- 17"-22" TFT SXGA/WSXGA LCD Wide Angle Display
- Embedded Windows XP with Flash Drive (1GB minimum for Touch Screen implementations, 8GB capacity)
- WiFi compatible, 1.60GHz Processor with 2 GB memory and minimum 8GB Hard Drive
- Windows Internet Explorer 8
- Minimum supported resolution is 1024 x 768 pixels on a 17" or 22" display wall-mounted (for proper ventilation) with VESA compliant wall bracket (1" depth)
- Splash-Proof Design
- Each unit must be in close proximity to power supply and to Internet enabled RJ45 Ethernet connection or operational wireless signal strength from a wireless router supporting 802.11n (recommended) or 802.11b and/or 802.11g wireless protocols.

PHASE 2

Location of Hardware: When determining the number of units the Site requires, the general rule is that nursing staff should not have to walk more than 30 seconds to access a kiosk, and that there should be at least one kiosk for every 22 residents.

Hardware Specifications, Only If Using Swipe Card Login Method

Swipe Card Reader:

- Kiosk/Touch Screen tablet must have USB port for card scanner attachment
- USB powered Magnetic Strip Card Scanner Unit
- Must be able to read Track 1 information
- Support both Hi Co and Lo co type card scanning

Swipe Card Writer

- Reading/Writing magnetic strip card with ISO format compliance
- Both High & Low Coercive (300~4000Oe)
- Manual Swipe to read and/or write card with RS-232/USB output
- Writing and verifying data on single, dual or triple track in one swipe.

Schedule 3a: Technical Requirements

The recommended minimum Technical Requirements needed to operate the Applications via the PointClickCare.com website are as follows:

Recommended

- Processor - Pentium Core 2 Duo 2 GHz
- RAM –2GB DDR-2
- Hard Drive - 40 GB SATA
- Video - Supports 1024 x 768 screen resolution
- Monitor - 17" Flat Panel
- Mouse - USB Optical Scroll Mouse
- Keyboard - USB Standard
- Operating System - Windows 7 Professional
- Internet Access- 4Mbs/s Broadband DSL / Cable Redundant Internet Connections

Please use the link below to install the script on any computers within your facility that will be printing from PointClickCare. If you do not have administrative rights to Windows you will need to contact your facilities IT professional to have them do the installation.

Click on this link :< <http://www.meadroid.com/scriptx/sxie7.asp> > and download,"SMSX.EXE".

Internet Explorer (IE): PointClickCare supports the latest IE versions (7,8,9). All Internet Explorer users are encouraged to upgrade to the latest version of Internet Explorer. Meadco Printing support is limited to 32bit Internet Explorer only. Adobe Flash based graphical reports are limited to 32 bit browsers only.

Plugin Support: PointClickCare publishes content that displays in the browser in a variety of formats. To view some content, a plugin may be required. The recommended plugins and versions include:

- Adobe Reader - PDF Documents 9.x
 - Download using the link: <https://get.adobe.com/reader/>
- Adobe Shockwave Flash - Interactive Graphical Charts 10.x -
 - Download using the link: <https://get.adobe.com/flashplayer/>



Schedule 4: PointClickCare Service Level Agreement

This Service Level Agreement serves as a set of guidelines to better understand PointClickCare's Help Desk support services. Service priorities are defined below. Priorities that cannot be immediately determined by our Help Desk representative are escalated in accordance with Wescom's staff escalation process. The "Initial Response Time" is the time in which the customer reporting the service request is provided with an initial diagnosis of the request and provided with a "Service Request" number (SR#) to track the request. The "Target Resolution Time" is the expected timeframe that the Service Request will be resolved. Help Desk support is available 24 hours a day, 7 days a week, 365 days a year.

Service Request Priorities:

Priority Level	Problem Description	Initial Response Time	Target Resolution Time	Commitment
Urgent (Critical)	<p>A condition that is halting production without an economically feasible alternate method to run PointClickCare or prevents users from accessing or using a critical function of PointClickCare.</p> <p><i>Examples:</i></p> <ul style="list-style-type: none"> - Users cannot login to the application (does not include Users forgetting or losing their password). - Data is corrupted in the PointClickCare database. 	1 hour, 24 x 7 x 365	8 hours	The problem will be worked on until fixed or a reasonable workaround is applied.
High (Serious)	<p>A condition that is deterring user from meeting production processes/schedules, is seriously impacting the use of PointClickCare, is making production materially more difficult or costly for user, or results in material corruption of any of user's Data.</p> <p><i>Examples:</i></p> <ul style="list-style-type: none"> - 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	Immediately to 5 Business Days	The problem will be worked on until fixed or a reasonable workaround is applied.
Medium (Important)	<p>A condition other than those described above in which PointClickCare is performing in an unpredictable manner or is producing incorrect results but is not materially impacting production or business processes/schedules.</p> <p><i>Examples:</i></p>	1 hour during primary support hours	Immediately to 20 Business Days	The problem will be worked on until fixed or a reasonable workaround is applied.

	<ul style="list-style-type: none"> - Census reports do not accurately reflect census transactions entered into the system - Quick ADT does not clear bed when a resident is discharged. 			
Low (Inconvenient)	A condition other than those described above in which inconsistencies, irregularities and/or limitations in PointClickCare or an Application that cause inconvenience to user.	1 hour during primary support hours	Mutually agreed to time	PCC will work with customer to mutually prioritize and schedule resolutions into regular release cycles.

Please note:

1. PointClickCare does not reset Passwords for users. You will need to contact your immediate supervisor.
2. PCC Support only supports users who have been trained on the application. If you have not yet been trained, please contact your Internal/Corporate training resources.
3. If you are currently in the implementation process, please contact your trainer.
4. When entering the description on the support form, examples and steps to recreate the issue are extremely important to help resolve issues more quickly. All valuable information is appreciated.
5. It is extremely important to get the urgency of your case set correctly. PCC reserves the right to reprioritize any case to follow the scale (as shown below) without notice.

Wescom Solutions Inc.
 6975 Creditview Road
 Unit 4
 Mississauga ON L5N 8E9

Quote # 11472

Prepared for:
 Accounts Payable
 River Bluff Nursing Home
 4401 N Main St
 Rockford IL 61103
 United States

Item	Description	Quantity	Base Price	Vol. Disc.	Net CRRD	Monthly Rate
PCC EHR Advantage for SNF/LTC	ADT, MDS, User Defined Assessments, Care Plans, Diagnosis, Physician Orders, MAR/TAR, Progress Notes, Communication Board, Weights and Vital Signs, Immunization, eQIA, Point of Care; Census, Billing, Accounts Receivable, Collections, Trust Accounts, IRM	304	\$0.4800	50.0%	\$0.2400	\$2,225.28
Sandbox / Training Database (Monthly)	Sandbox / Training Database with 1 Facility. Additional facilities require additional subscription fees.	1	\$3.2787	0.0%	\$3.2787	\$100.00
General Ledger/Accounts Payable	General Ledger, Accounts Payable	304	\$0.1000	50.0%	\$0.0500	\$463.80
Third Party ADT Interface (HL7 Web Service, 5 Pack)	HL7 Web service provides resident information to feed ancillary systems such as dietary management software, excludes Pharmacy. (5 Pack)	304	\$0.0700	32.0%	\$0.0476	\$441.35
Documentation Storage	Documentation storage 10 GB Package.	1	\$0.4098			\$12.50

Initials PL

Wescom Solutions Inc.
 975 Creditview Road
 Unit 4
 Mississauga ON L5N 8E9

Quote # 14287

Prepared for:
 River Bluff Nursing Home
 4401 N Main St
 Rockford IL 61103
 United States

Item	Qty	Description	Extended Rate	Amount
		ProServ Fees This is the Professional Implementation Services (ProServ) quote to go with quote # 11472. I have shown it as a multi-phase approach to help quickly implement an MDS/AR solution into your organization		
		Phase 1		
Financial Group Training	1	Financial Group Training	\$0.00	\$0.00
Clinical Group Training	1	Clinical Group Training	\$0.00	\$0.00
Gold Data Import Package	1	Gold Data Import Package - includes Initial MDS Import, Gap MDS Import, Common Codes and Configuration Setup, Resident Import, Contact Import, Census Import, AR Balance Forward Import	\$1,750.00	\$0.00
		Subtotal Phase1:		\$0.00
		PHASE 2: GL/AP, POC, eMAR & IRM implementation:		
Fixed Fee GL/AP Implementation	1	Fixed Price Web Based GL/AP Implementation.	\$2,500.00	\$2,500.00
Project Management	1	Fixed Rate Project Coordination	\$500.00	\$250.00
Fixed Fee POC Implementation	1	Fixed Price Web Based POC Implementation.	\$2,500.00	\$2,500.00
Fixed Fee eMAR Implementation	1	Fixed Price Web Based eMAR Implementation.	\$2,500.00	\$2,500.00
Fixed Fee IRM Implementation	1	Fixed Price Web Based IRM Implementation.	\$1,200.00	\$1,200.00
		Subtotal Phase 2:		\$8,950.00
		TERMS - 25% Net 5 days of signing, BALANCE NET 30 of start of training		

Term Total	\$8,950.00
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**ADDENDUM
TO
ACCU-MED SERVICES, LLC
SOFTWARE LICENSE AGREEMENT
WITH
The County of Winnebago dba River Bluff Nursing Home**

This is an Addendum (the "Addendum") to the original Accu-Med Services, LLC /The County of Winnebago dba River Bluff Nursing Home Software License Agreement (the "Agreement") dated May 13, 2004. This Addendum is made by and between Accu-Med Services, LLC ("AMS") and The County of Winnebago dba **River Bluff Nursing Home** ("Licensee") as of the **31st** day of **August 2011**. The provisions of the original Agreement that are not expressly modified by this Addendum shall remain in effect pursuant to the terms and conditions listed within that document.

The Agreement is hereby modified as follows:

AMS agrees to allow Licensee to pay for the Add-On Charge Import Interface module over a six (6) month period as long as Licensee's support fees are paid current. The total software fee is \$2,300.00.

The per-month payment of \$383.34 is due each month for six months in addition to Licensee's software support fees. The first payment is due 30 days from the date of invoice and monthly thereafter.

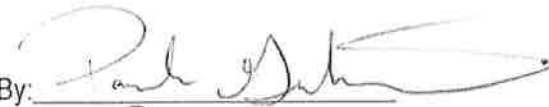
At the end of the six-monthly payments, Licensee shall have a paid in full software license for the Add-On Charge Import Interface module.

Certification. AMS and Licensee hereby certify that they will not violate the Anti-Kickback Statute (42 U.S. C. §1320a-7b(b)) with respect to their performance under this Agreement.

ACCU-MED SERVICES, LLC

**LICENSEE: The County of Winnebago dba
River Bluff Nursing Home**

By: _____
Name: William M. Oakley
Title: Vice President & CFO
Date:

By: 
Name: Pamela Centner
Title: Administrator
Date: 9-16-11

**ADDENDUM
TO
ACCU-MED SERVICES, LLC
SOFTWARE LICENSE AGREEMENT
WITH
The County of Winnebago dba River Bluff Nursing Home**

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The Agreement is hereby modified as follows:

1. AMS agrees to provide Licensee with the Add-On Charge Import Interface module for the one time software fee of \$2300.00 per entity.
2. AMS further agrees to provide Licensee monthly customer support service for the Charge Import Interface at the rate of \$55.00 per month per entity.
3. Licensee acknowledges they may be responsible to obtain/enter a list of charge codes to build a cross reference file to utilize this module.

Facility Contact: Monica Plymale
Contact Phone: 815-877-8061
Contact Email: mplymale@wincoils.us

Certification. AMS and Licensee hereby certify that they will not violate the Anti-Kickback Statute (42 U.S. C. §1320a-7b(b)) with respect to their performance under this Agreement.

ACCU-MED SERVICES, LLC

**LICENSEE: The County of Winnebago dba
River Bluff Nursing Home**

By: _____
Name: William M. Oakley
Title: Vice President & CFO

By: Pamela Gentner
Name: Pamela Gentner
Title: Administrator

**ADDENDUM
TO
ACCU-MED SERVICES, LLC
SOFTWARE LICENSE AGREEMENT
WITH
The County of Winnebago dba River Bluff Nursing Home**

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ACCU-MED SERVICES, LLC

**LICENSEE: The County of Winnebago dba
River Bluff Nursing Home**

By: _____
Name: William M. Oakley
Title: Vice President & CFO
Date:

By: 
Name: Pamela Gentner
Title: Administrator
Date: 8.31.11