

SOFTWARE MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

Netsmart Public Health, Inc.
Piedmont Center East
37 Villa Road, Suite 508
Greenville, SC 29615

(864) 232-2666

SOFTWARE MAINTENANCE AGREEMENT

This Agreement is entered into between Netsmart Public Health, Inc. ("NETSMART") and the organization listed on Exhibit A ("Customer") as of **April 1, 2007**.

Subject to Customer's payment of the charges specified in Exhibit A to this Agreement, NETSMART agrees to provide Customer with maintenance and software support for the software listed on Exhibit A to this Agreement in accordance with the following terms and conditions.

1. SERVICE HOURS

NETSMART will provide maintenance and support service to Customer by telephone between the hours of 8:30 a.m. and 5:00 p.m., Customer local time, Monday through Friday, except that service shall not be available on scheduled holidays observed by NETSMART.

2. EFFECTIVE DATE AND TERM

This Agreement shall be effective on the date specified in Exhibit A and shall remain in full force and effect for a twelve month period, unless terminated earlier pursuant to Section 6 or 7 of this Agreement. The Agreement shall automatically renew for an additional twelve month term(s) unless Customer notifies NETSMART of its intent to terminate this Agreement 90 days in advance of the end of the current term. Such notification shall be by certified mail.

In the event that Customer licenses additional software modules during the term of this Agreement, at Customer's option, this Agreement shall be extended to cover maintenance and support for such modules. Customer shall pay the applicable annual fee for the new modules, which shall be prorated for the support period beginning on the date the new software module is covered by this Agreement until the termination date of the current term of this Agreement. NETSMART shall prepare an amended Exhibit A to reflect these changes in software and fees, which shall replace the existing Exhibit A.

Upon commencement of the term of this Agreement, NETSMART's obligation to Customer under any prior agreement for maintenance service for software listed on Exhibit A will cease and neither the Customer nor NETSMART shall have any further obligation to the other in connection with the prior agreement, except for payment by Customer for charges incurred thereunder.

3. CHARGES and PAYMENT TERMS

The fees for Annual payments are as indicated on Exhibit A.

Charges will be invoiced annually 30 days in advance of the start of the term and payable no later

than 30 days after invoice.

NETSMART reserves the right to change the fees charged for services provided under this Agreement on an annual basis. Such an increase will be limited to five percent per year. Should NETSMART not increase the annual maintenance fee for one or more years, it may, at its option, increase the maintenance more than the stated five percent annual rate at some future time, but in no event will the increase be greater than the cumulative increase would have been for the number of lapsed years since the last fee increase. In the event of a fee change, an Amended Exhibit A shall be prepared to reflect such change.

Any other charges incurred in addition to the basic annual or monthly fees, including fees related to adding new software modules to be covered by this Agreement, will be invoiced to the Customer as incurred and will be due and payable within 30 days of invoice.

4. UPGRADES

Under this Agreement, NETSMART will make available to Customer the upgrades and enhancements to the covered software modules that are generally made available to its customers. NETSMART is under no obligation to provide a software upgrade except to support federally mandated requirements. NETSMART will make available to Customer only those upgrades that are applicable to the hardware platform specified in the Software License Agreement covering the software modules.

5. MAINTENANCE SERVICE

Under this Agreement, NETSMART will use all reasonable commercial efforts to make all necessary adjustments, corrections, repairs and “software bug fixes” necessary to keep the software, when installed on the supported hardware and with the appropriate database, operating in compliance with the manuals and documentation provided pursuant to the Software License Agreement covering the software modules.

It is Customer’s responsibility to obtain, install and maintain the operating system and database versions supported by NETSMART. A current list of supported operating systems and databases may be obtained from NETSMART upon request. NETSMART will provide advance notice to Customer when an operating system or database version will no longer be supported.

When necessary, Customer agrees to provide NETSMART's representatives with online or dial-up access to the Customer software and equipment on which the software runs in order for NETSMART to effect necessary adjustments and repairs. All adjustments and repairs will be provided during the regular service hours stated in Section 1. Any request by the Customer to perform work outside of these regular service hours will be subject to charges by NETSMART at the rate of \$150.00 per hour.

This Agreement does not require NETSMART to provide new modifications or enhancements to the covered software modules that are not offered to all NETSMART customers. In addition, this Agreement does not cover adjustments or repairs made necessary due to operator error, equipment failure or improper use of the software by Customer. Any maintenance that is required to correct problems resulting from other than routine operation of the software will be invoiced to the Customer as an additional charge.

6. ALTERATIONS AND ADDITIONS

NETSMART will not be responsible to the Customer for loss of the use of the software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to the software by other than an authorized representative of NETSMART, if in the opinion of NETSMART, such alterations, additions, adjustments, or repairs adversely affect NETSMART's ability to render maintenance service for the software. In such case, NETSMART reserves the right to terminate this agreement immediately upon written notice to the Customer and NETSMART shall not be required to rebate any fees paid pursuant to this Agreement.

7. GENERAL

If NETSMART or Customer materially breaches any of the terms or conditions of this Agreement and such default continues for 30 days after written notice by the other party, this Agreement may be terminated by such other party. However, if a material breach of this Agreement is of such a type as cannot be corrected within such 30 day period, the termination shall not be effective as long as the defaulting party has taken steps to correct such breach within the 30 day time period and continues to work in good faith to correct the breach, using reasonable commercial efforts, within a reasonable time thereafter. In the event of default for nonpayment by Customer, all amounts due NETSMART shall become immediately due and payable and NETSMART shall have no continuing obligations under this Agreement.

This Agreement and Customer's rights thereunder may not be assigned, sold, pledged or transferred in any manner without the prior written consent of NETSMART.

NETSMART will not be liable for any failure or delay in performance due in whole or in part to any cause beyond NETSMART's reasonable control. In no event shall NETSMART be liable under any claim, demand or action arising out of or relating to NETSMART's or the software's performance under this Agreement for any SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (including but not limited to loss of anticipated profits, loss of use, loss of data or loss of business) regardless of whether or not NETSMART or its employees have been advised of the possibility or likelihood of such damages. NETSMART's total liability for damages arising out of or in connection with this Agreement shall in no event exceed the amount of all payments actually received from Customer

during the 12 month period immediately prior to the termination of this Agreement.

This Agreement may be amended only by an instrument in writing executed by the Customer and NETSMART.

EXCEPT AS STATED ELSEWHERE IN THIS AGREEMENT, NETSMART PROVIDES NO EXPRESS OR IMPLIED WARRANTY OF THE SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT AND SPECIFICALLY DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED BY:
El Dorado County



Signature

RUSTY DUPRAY

Printed Name
*First Vice
Chairman*

Title

Witness

Date

EXECUTED BY:
Netsmart Public Health, Inc.



Signature

Kevin Davidson
Vice President and General Manager

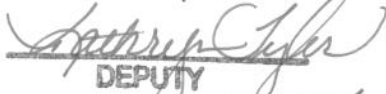


Witness

3-13-07

Date

**ATTEST: CINDY KECK, Clerk
of the Board of Supervisors**

By 

DEPUTY
5-1-07

Exhibit A

Maintenance Agreement Number	07-498-01M
Customer Name	El Dorado County Public Health
Customer Address and Contact Info	931 Spring Street Placerville, CA 95667 Attn: Dan Buffalo
Software Modules Covered	Insight Patient Registration Insight Immunization Tracking and Inventory Insight Patient Accounts Insight Case Management Insight Encounter Processing Insight Appointment Scheduling Insight Family Planning Insight Breast & Cervical Cancer Screening Insight Maternal Health & Pregnancy Outcome Insight Managed Care Insight Medical Records (VS,MEDS,NOTE) Insight Patient Tracking Insight STD/HIV Insight Tuberculosis Insight Laboratory Tracking Insight CHDP Insight Epidemiology Insight X12.835 Electronic Remittance Posting Insight X12.837 Electronic Billing(Professional) Insight X12.837 Electronic Billing(Institutional)
# of Concurrent Users Licensed	32
Effective Date of Agreement	4/1/07 – 3/31/08
Term of Agreement	One year with autorenewal for additional year unless termination notice given 90 days prior to renewal date
Fee Payment	\$25,507.65/Payable Annually