**Schedule A: Licensed Materials, Customer Support Services and Maintenance Level Agreement for DARTNet Licensed Materials**

This **Schedule A: Licensed Materials and Customer Support Services and Maintenance Level Agreement** (“Schedule A”) to the DARTNet Licensed Software Agreement (“Agreement”) is made by and between DARTNet Institute (“DARTNet”) and **<<LICENSEE>>** (“Licensee”), in consideration of their mutual promises and subject to its terms and conditions. This **Schedule A** is part of the Agreement dated **<<DATE>>**.

1. **Authorized Unit Count** 
   1. Authorized Unit Count is determined as follows: One (1) unit for every one thousand (1,000) active patients. Active Patients are defined as the number of unique patients with at least one (1) encounter in the prior twenty-four (24) months seen in clinical sites using the licensed software. Authorized Unit Counts are required for users of the CINA Quality Suite™.   
      Licensee will be using the CINA Quality Suite™ **(1)** Client Initial

OR

Licensee will be using the CINA Foundation Suite™ **(2)** Client Initial

* + 1. **Licensee** has committed to an Authorized Unit Count of **<<UNIT COUNT>>** based on the fact that Client currently has less than **<<COUNT ROUNDED UP>>** (**<<COUNT ACTUAL>>**) active patients.

OR

* + 1. Not Applicable **(3)** Client Initial
  1. Revisions to the Authorized Unit Count will be made in writing and executed as an addendum to this **Schedule A** on an annual basis unless the Licensee undergoes a significant change to their clinical operations within the year, such as through a merger or purchase of additional clinical sites. If a significant change occurs then a revised Authorized Unit Count will be calculated and applied to the next quarter’s payment.

1. **Licensed Materials and Fees**
   1. **Licensed Materials**. Licensee has the right to use the Licensed Products specified below by an **X** on this Schedule A and any prior Schedule A executed by Licensee and accepted by DARTNet, collectively referred to heretofore as the CINA Foundation Suite™ (“CFS”)or the CINA Quality Suite™ (“CQS”).

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| **Licensed Materials** | | **Authorized Unit Count** |
| **<<X/BLANK>>** | **CINA Foundation Suite™: (1)**  CINA Mapper™ **(2)**  CINA Clinical Data Repository™ (CDR)  **(4)**  CINA Data Source Definitions™ **(5)** |  |
|  | CINA Data Extractor™ **(3)** |  |
| **<<X/BLANK>>** | **CINA Quality Suite™:(6)**  CINA Protocol Engine™ **(7)**  CINA Starter Set of Protocols™ **(8)**  CINA Point of Care Report™ **(9)**  CINA Scheduler™ **(10)** | **<<UNIT COUNT>>** |

1. CINA Foundation Suite: The combination of (a) the CINA Mapper™, (b) the CINA Data Source Definitions™, (c) the CINA Clinical Data Repository™ (“CDR”) ™, and (d), CINA Data Extractor;
2. The CINA Mapper™: Methods for importing data from a variety of data sources and populating a data translation table;
3. CINA Data Extractor™: Methods for storing, aggregating, reformatting, de-identifying, and transferring clinical information from the CINA CDR™, either individually or in combination.
4. The CINA CDR™: A proprietary Clinical Data Repository which stores information derived from various data sources and uses a proprietary coding system to identify different data element types; **the CINA CDR™ is licensed only for use in combination with the CINA Quality Suite™ and is not to be used by any party as a stand-alone data repository except when the party has entered into a separate license agreement for the same.**
5. CINA Data Source Definitions™: proprietary queries developed separately and specifically for each data source, which may include Electronic Medical Record systems, Practice Management Systems; Claims data; Medication fulfillment data, etc.
6. CINA Quality Suite™ Products: build upon the CINA Foundation Suite adds the combination of (a) the CINA Protocol Engine™, (b) CINA Starter Set of Protocols™, (c) CINA Point of Care Report™, and (d) CINA Scheduler™;
7. CINA Protocol Engine™: A software application that serves as a “rules engine” for processing instructions contained in one or more databases;
8. CINA Starter Set of Protocols™: Methods of encoding a series of instructions in a database to be used by the CINA Protocol Engine™; The Starter Set of protocols are developed by CINA and based upon national performance measures such as:

(a) AMA’ Physician Consortium for Performance Improvement (AMA-PCPI)

(b) National Quality Foundation (NQF)

(c) US Preventative Service Task Force (USPSTF)

(d) Centers for Disease Control and Prevention (CDC)

(e) American Academy of Pediatrics Bright Futures

The CINA Starter Set of Protocols is always approved by Licensee and may be revised as needed to meet Licensee practice requirements.

1. CINA Point of Care Report™: Reporting output that displays the Recommendations and content derived from the CINA Starter Set of Protocols™ formatted in a report that is easily consumed;
2. CINA Scheduler™: A software application for automating the batch printing function for generating the CINA Point of Care Report;
   1. **License Fees.** 
      1. **All License Fees are incurred annually, unless otherwise stated in this Schedule A, Addendums to this Schedule A, or the Statement of Work.**
      2. License Fees for all Licensed Products covered in this Schedule A will be addressed in the **Statement of Work for Implementation of DARTNet Licensed Products.** License Fees include all software updates provided by DARTNet, under the terms of this **Schedule A**. Customization of the CINA Data Source Definitions™ is included, not to exceed four (4) hours during the installation process and eight (8) hours after installation is complete, for a total of twelve (12) hours annually.
   2. **Implementation Fees.** In addition to the License Fees, Licensee shall pay DARTNet a one-time Implementation Fee as outlined in the Statement of Work document.
   3. **Customer Support Services and Maintenance Fee.** In addition to the License Fees and the Implementation Fees, Licensee shall pay DARTNet a monthly Customer Support Services and Maintenance Fee as indicated in the Statement of Work Document.
   4. **Additional Service Fees**. Fees for customization or maintenance of the CINA Data Source Definitions™ that requires more than four (4) hours for implementation against an established electronic health record, more than thirty hours (30) for a new electronic health record implementation or more than six (6) hours on an annual basis, or for development of new functionality, reporting or protocol content that is beyond that currently provided within the CQS, will be authorized under separate Agreement(s) or Statement(s) of Work.
   5. **Other License Fees**: Additional License Fees required for support of the Licensed Materials, including third party software licenses utilized by the CQS™, are the responsibility of Licensee, unless otherwise stated.
      1. SQL Server™ Full Version may be required for large organizations if the CINA CDR™ database becomes larger than is manageable using SQL Express™. It is the responsibility of the Licensee to purchase the full version of SQL Server, if required unless stated below in hardware and Software Requirements.
3. **Hardware and Software Requirements**
   1. Hardware (server) and all required software will be the responsibility of Licensee, unless otherwise stated in this Statement of Work. If the practice elects to utilize a Virtual Machine, the cost of implementing the Virtual Machine according to the specifications below are the practice responsibility unless otherwise stated in this Statement of Work.
   2. DARTNet will work with the Licensee to determine the hardware configuration based on the Licensee network requirements. When provisioning a server for DARTNet (either physical or virtual), the following requirements must be met.
   3. A production image is required but a test and a production image is recommended.
   4. Hardware and Software minimal requirements
4. Windows Server™ 2008 R2\* (Standard or higher)
5. Windows 7 Professional™
6. 2+ processor cores
7. Microsoft .NET 4™
8. 16GB RAM minimum (32GB+ preferred so we can dedicate at least 16GB to SQL)
9. 500GB hard drive
   1. DARTNet may require more hard drive space over time depending on amount of data being extracted into the CINA CDR™
10. Microsoft Access™ 2007 or 2010
11. Microsoft Excel™ 2007 or 2010
12. SQL Server™ (Standard Edition version or higher)
    1. Technical Policies
13. Licensee must be able to provide remote access to the designated DARTNet server housing all Licensed Materials (RDP, VPN, etc.)
    1. DARTNet will accommodate any VPN solution Licensee has in place.
    2. Licensee will need to provide a VPN client for our use if one is not currently available.
14. Licensee must create a local Admin User account for DARTNet on the DARTNet server
15. When the DARTNet environments are put under domain control, group policies will override the local admin privileges. This can causes issue in the following areas:
    1. Creating Scheduled Tasks: DARTNet requires the ability to create and delete scheduled tasks.
       1. Task Scheduler in SQL Server™ 2008 R2/2013 and Windows 7 Pro™
    2. Access to Registering Services
16. The following ports will be used by DARTNet
    1. 80 – HTTP
    2. 443 – HTTPS
    3. Licensee must inform DARTNet of any specific website access required
    4. 990 – FTPS (Secure FTP)
17. Licensee will create a new EHR Database user log in with read-only permissions to necessary EHR, Practice management or other relevant databases
18. Licensee will create a new User Interface log for DARTNet for the electronic health record, Practice Management system, and other relevant databases as required), for support, troubleshooting, testing and validation activities
    1. Licensee may install the EHR User Interface, Practice Management or other relevant databases’ User Interface as required) either on the DARTNet hardware or accessible by the DARTNet server (RDP to different server, Citrix, etc.)
19. **Data Source Definitions:** 
    1. CINA Data Source Definitions™ (5) for the **<<NAME OF EHR>>** system will be implemented and tested as part of the installation process, with customization not to exceed four (4) hours **(4)** Client Initial OR not to exceed thirty (30) hours **(5)** Client Initial under the License Fees stated in this Statement of Work.
20. **Protocol Content:** 
    1. TheCINA Starter Set of Protocols™ (7) content and recommendations are based on nationally recommended guidelines and will be reviewed and approved by **(6)**  on behalf of Licenseeprior to implementation of the CINA Point of Care Report™ in the practice setting. **Licensee is responsible for all actions taken by Providers and Staff as a result of any recommendation or output derived through the use of CINA Point of Care Report™.** Reasonable, desired modifications will be made to the CINA Starter Set of Protocols™content as requested by Licensee as part of the installation process. Licensee will be notified of any additional fees required for requested modifications or revisions to the Protocol content prior to such work being completed.

OR

Not Applicable **(7)**  Client Initial

1. **Customer Support Service and Maintenance Process**
   1. Our Customer Support Services and Maintenance ensures the optimum performance of your CINA CQS or CFS solution. Pursuant to the terms of the DARTNet License Agreement, DARTNet has agreed to provide Customer Support Services and Maintenance to all licensees of the Application Software through DARTNet. The process for accessing DARTNet customer support to obtain Customer Support Services and Maintenance is set forth below.
   2. It is expected that end-user staff will perform initial problem determination tasks prior to contacting DARTNet customer support. This will eliminate unnecessary time and effort on the part of both customer and DARTNet staff on environment issues, while providing for proper focus on true product faults and allow DARTNet to maintain support fees at a reasonable level. When a customer contacts DARTNet online at www.dartnet.info/support or by e-mail or phone, a customer support engineer will address their request. The engineer will open a case in DARTNet’s case management system. A unique number is assigned to the case and provided to the customer. DARTNet customer support staff will then perform the Frontline support activities for the customer case.

Support Request Status: The following table describes the possible status assigned to a case at any given time.

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| |  |  | | --- | --- | | **Table 1 - Support Request Status Definition** | | | **Status** | **Criteria** | | New | A support request has just been submitted.  It may be assigned to an individual or a queue.  DARTNet’s support representative has not responded yet to customer. | | In Process | The support representative has responded to customer regarding the receipt of the support request and is actively pursuing a resolution. | | Pending | The support representative is not actively working on the resolution of the support request.  Generally, this is due to information pending from the submitter of the case or a pending Program fix.  However support requests may be put on hold for other reasons as well. | | Escalated | A support request set to an escalated status means the support request has not been resolved within the target resolution time, the customer has asked for it to be escalated to the next level of support or the customer support manager has asked for an expedited program fix. | | Closed | A case is “closed” if:   * The customer and the support representative agree that a satisfactory resolution has been provided, or * The customer understands that the problem is not a result of a program defect, or * The support representative has made multiple attempts to contact the customer and the customer has not responded.  Electronic support requests (online, e-mail) may be closed when a support representative has provided an electronic reply with a high degree of confidence that his/her reply will resolve the issue or answer the question. | |

1. **Definition of Frontline and Backline Support**

DARTNet Customer Support is available Monday to Friday exclusive of holidays.

**7.1 Frontline Support includes but not limited to:**

* Entering data into the case log describing the problem and assign a severity to the case (please refer to "Assignment of Severity Levels" section below).
* Validation of product faults and feature/enhancement requests. Requests for customized development may result in creation of a SOW (Statement of Work) to be authorized and paid for by the requestor in order for DARTNet to provide the requested customization.
* Follow up with customers: answer questions, report the status of a pending issue, update customer expectations, or get more information about a pending issue.
* Identify workarounds to address the problem within the time limits set forth in the section "Response and Resolution Targets" below**.**
* In situations where a program is not operating as documented or a new feature or functionality has been requested, the customer support engineer will report the problem through DARTNet bug tracking database for investigation and release targeting based on the request severity.
* Escalate unresolved support requests to Backline Support and work closely with programmers to analyze, understand, and resolve difficult issues.
* Provide the customer with a resolution and, based on the customer’s feedback, "close" the case. A resolution is generally one of the following: an answer to a customer question, a suggestion of how to accomplish a particular task or a workaround to a program issue.

**7.2 Backline Support**

If a support case requires in-depth programming skill to resolve, the case is then escalated to DARTNet programmers for resolution.

In extreme cases where no workaround is available, the pending support request is a mission-critical problem for the customer, and the problem results from a defect in the program, Backline support will provide a program patch to resolve the problem. This level of support is provided at the discretion of DARTNet management and the customer support manager overseeing the particular program.

1. **Assignment of Support Request Severity**

8.1 When a customer opens a support request, a customer support engineer will assess the severity of the request with the caller, based on the description of the problem. The severity of the support request will be recorded in the Case Management System**.**

Table 2 below provides the definitions used in identifying and assigning a severity level to the customer's reported problem.

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| |  |  | | --- | --- | | **Table 2 - Severity Definitions** | | | **Severity** | **Criteria** | | Critical | Customer's production system is down The Program is unusable resulting in total disruption of work or other critical business impact. No workaround is available | | High | Major feature/function failure  Operations are severely restricted, there is a major disruption of work, there is not an acceptable workaround available | | Medium | Minor feature/function failure  Program does not operate as designed, minor impact on usage, acceptable workaround deployed | | Low | Minor problem  Documentation, general information, enhancement request, etc. | |

1. **Response and Resolution Targets**

9.1 DARTNet will use reasonable efforts to meet the following resolution targets:

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | **Severity** | **Standard Target Response** | **Target Resolution** | **Solution (1 or more of the following)** | | Critical | 2 Business Hours | Within 1 Business Days | * Satisfactory workaround is provided. * Program patch is provided. * Fix incorporated into future release. * Fix or workaround incorporated into Software Solution Library. | | High | 1 Business Day | Within 5 Business Days | * Satisfactory workaround is provided. * Program patch is provided. * Fix incorporated into a future release. * Fix or workaround incorporated into the Solution Library. | | Medium | 2 Business Days | Within 10 Business Days | * Answer to question is provided. * Satisfactory workaround is provided. * Fix or workaround incorporated into Software Solution Library. * Fix incorporated into future release. | | Low | 3 Business Days | Within 15 Business Days | * Answer to question is provided. * Fix or workaround incorporated into Software Solution Library. | |

1. **Customer Escalation Procedures**

10.1 During the process of resolving a customer support request, the severity of the request may be increased and/or a higher level of authority might be notified. Case severity may be escalated internally when it is determined that the support request involves a system critical issue, an extremely complex problem, or an unreasonable amount of time has passed with no resolution. In the event that a customer is not satisfied with the level of support, they may escalate a given support request by requesting to speak with a manager.

To escalate an issue, please call 1-800-434-0278 ext. 1. Please specify the case number and the reason why the issue is being escalated.

**11. Payment Terms:**

* 1. Payment terms for all License Fees covered in this Schedule A will be addressed in the **Statement of Work for Implementation of DARTNet Licensed Products.**
  2. All Implementation Fees will be due and payable upon execution of this Agreement.
  3. All Customer Support Services and Maintenance Fees will be due and payable in advance on the first day of each quarter during the term of this Agreement.

1. **Contract Term:**

12.1 The term of this **Schedule A** shall be twelve (12) months commencing on the Effective Date hereof. This **Schedule A** shall automatically renew for an additional and successive twelve (12) month period unless terminated or canceled by either party upon thirty (30) days prior written notice to the other party or such earlier notice period set forth herein. Unless otherwise agreed to, either party may terminate this Schedule A at any time following the initial twelve (12) month term, by giving the other party thirty (30) days written notice of termination. If this **Schedule A** is terminated by Client, Client shall pay DARTNet for all work performed and for all expenses incurred prior to the effective date of termination. Notwithstanding anything to the contrary contained in this **Schedule A** or the Agreement, this Schedule A and the Agreement shall automatically terminate upon the expiration or termination of the CINA License Agreement.

12.2 This **Schedule A** including its terms and conditions and the Agreement is a complete and exclusive statement of the agreement between the Parties relating to its subject matter, and which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to its subject matter. Notwithstanding anything to the contrary, in the event of a conflict between this **Schedule A** and the Agreement, this **Schedule A** shall prevail. All other terms and conditions remain unchanged and are ratified hereby. This **Schedule A** shall not be effective until executed by Licensee and accepted by an authorized representative of DARTNet.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date, by their duly authorized representatives.

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| **<<COVERED ENTITY NAME>>** | |  | **DARTNet Institute** | |
| By: | **(8)** |  | By: |  |
| Name: | **(9)** |  | Name: |  |
| Title: | **(10)** |  | Title: |  |
| Date: | **(11)** |  | Date: |  |