

STATEMENT OF WORK

Altus Community Healthcare, L.P.

Managed Support Services

24/7 Technical Support

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MOBIZ CONSULTING SOW: Altus Managed Support Services

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INTRODUCTION AND EXECUTIVE SUMMARY

This Statement of Work ("SOW") is entered into as of December 18th, 2024, between Altus Community Healthcare, L.P. ("CLIENT"), and Mobiz Consulting, Inc. ("SUPPLIER"). Upon mutual execution, SUPPLIER shall perform the Services described in this SOW.

CLIENT is seeking to partner with a Managed Services Provider (MSP) with experienced personnel who possess a strong combination of IT infrastructure management expertise, a proven track record of successful service delivery, and a balance of interpersonal skills and organizational proficiency. The SUPPLIER of these services has to demonstrate its capability to manage IT services across multiple platforms, with an emphasis on maintaining scope, schedule, cost control, work quality, and coordination of efforts across the CLIENT's internal teams, external vendors, and other providers.

This SOW incorporates the service level agreement (SLA), attached hereto as Appendix A. The SLA describes what levels of service are acceptable.

PURPOSE

CLIENT depends on IT equipment, software, and services (together: "the IT system") that are maintained and supported by SUPPLIER. SUPPLIER uses industry-standard IT Infrastructure Library (ITIL) framework to describe the support services provided.

This SOW describes the maintenance and support services that SUPPLIER will provide for the IT system. It describes in detail the following:

- ITIL processes supported and operational services that these processes cover.
- Tools used to implement the supported ITIL processes.
- A collection systems, devices, applications, and components that are in scope of this support engagement.

MANAGED SERVICES OVERVIEW

The following management, support, and maintenance activities are covered by this engagement:

- Employee Onboarding and Workstation Deployment:
 - Manage Active Directory (AD) for employee onboarding/offboarding.
 - Install and configure servers, workstations, networking devices, and peripherals.
- Infrastructure Management:
 - Maintain and manage all physical and virtual servers.
 - Manage network devices, including routers, switches, and wireless networks.
 - Support and manage desktop computers, laptops, tablets, VOIP and mobile devices.
 - Maintain inventory of IT assets, manage warranties, and track software licenses.
- Network and Cyber Security:
 - Provide continuous monitoring for security threats and vulnerabilities.
 - Manage firewalls, VPNs, and endpoint security.
 - Recommend solutions for and manage annual cyber-threat assessments.



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- Ensure communication security protocols, including encryption and network isolation, to protect against unauthorized access or eavesdropping.
- Helpdesk Support:
 - 24/7 support for emergency rooms and regular business hours support for corporate office.
 - Provide offsite support via phone and email; onsite support as needed.
- VoIP Connectivity:
 - Manage installation, configuration, and maintenance of VoIP phone systems, ensuring optimal performance.
 - Provide support for VoIP-related issues, including troubleshooting dropped calls, connectivity problems, and system outages.
 - Coordinate with third-party vendors for VOIP system updates, patches, and enhancements.
- Internet/Broadband Connection Services:
 - Manage and monitor internet and broadband connections to ensure consistent uptime and optimal bandwidth allocation.
 - Coordinate with ISPs for service upgrades, maintenance, and troubleshooting of connectivity issues.
 - Ensure proper failover mechanisms are in place for internet redundancy to avoid downtime.
- CCTV Camera Operations:
 - Manage installation / configuration and monitor performance and status of all cameras and provide troubleshooting support for CCTV systems.
 - Ensure secure access control and real-time access to CCTV footage for security personnel and authorized staff.
 - Coordinate with security teams and vendors for camera upgrades, maintenance, and replacement as needed.
- Compliance and Reporting:
 - Ensure compliance with HIPAA, HITECH, and other healthcare regulations.
 - Provide regular reports on compliance status, incidents, and corrective actions.
 - Provide regular monitoring of internet usage, bandwidth allocation, and capacity planning.
 - Ensure proper storage and backup of recorded footage, following healthcare security standards and compliance regulations.
- Backup and Disaster Recovery:
 - Perform regular data backups (both onsite and offsite).
 - Develop and test a disaster recovery plan to ensure business continuity.
- Application Management:
 - Basic administrative support for application software listed in the **Equipment and Software** section of this SOW.
 - Regular updates and patch management for critical applications.
 - Implement protocols to prioritize critical healthcare applications over the network.

In addition, the SUPPLIER will be utilizing the following ITIL processes to fulfill CLIENT's support and maintenance objectives as follows:

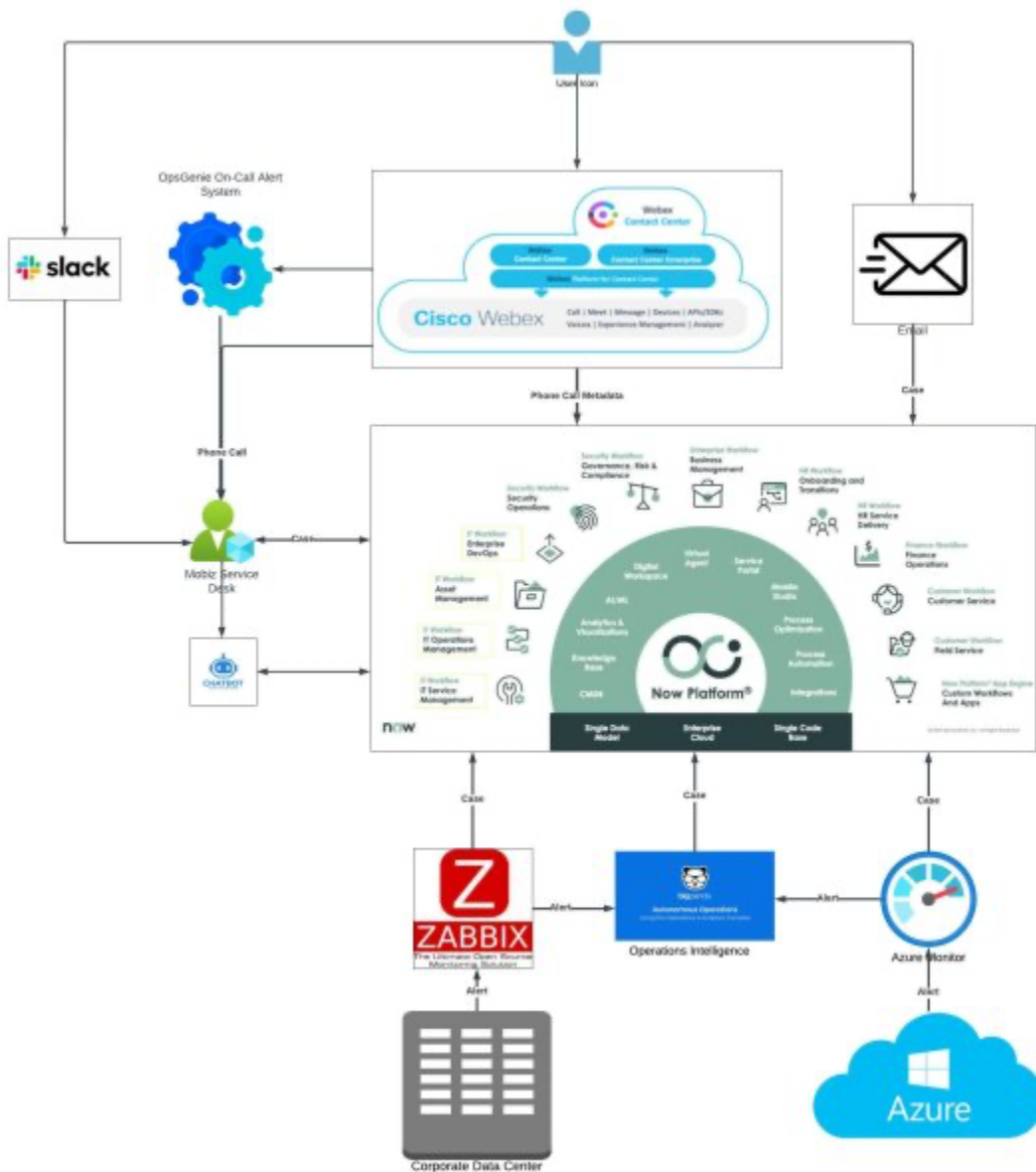
- Asset and Configuration Management
- Change Management



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- Knowledge Management
- Incident Management
- Problem Management
- Service Request Fulfillment
- Service Level Management
- Access Management
- Event Management

The conceptual tool architecture utilized by the SUPPLIER to implement these processes is shown in the diagram below:





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SCOPE OF SERVICES

PLANNING & DISCOVERY SERVICES

The planning and discovery services will include planning, tracking, reporting, coordination, communications, and oversight for project onboarding and environment discovery activities. The task list to accomplish this is provided below:

Planning & Discovery
Project management - planning
Project management - tracking
Technical oversight & QA
Environment Discovery
Get administrative access to all on-premises locations, networks, and devices
Open firewall ports and validate network access
Deploy and configure LANSweeper
Perform device and software inventory discovery
Analyze inventory and identify missing information
Schedule and conduct site workshops - identify device MAC addresses, ports, tags, OOB access options
Update device and software inventory

ONBOARDING AND TRANSITION SERVICES

The onboarding services will include deployment, setup, configuration, and integration of the following systems that are new to the CLIENT environment:

- ServiceNow tenant
- Zabbix monitoring software.
- Intune endpoint management software for desktop device and application management

The transition services will include knowledge transfer activities and support shadowing activities.

The task list to accomplish this is provided below:

Onboarding	
ServiceNow ITSM	CLIENT - Configure Inbound Email to forward to Mobiz ServiceNow
ServiceNow ITSM	CLIENT - Provide AAD Authentication Details



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ServiceNow ITSM	CLIENT - Provide AD Authentication Details
ServiceNow ITSM	CLIENT - Provide Agent List for Groups
ServiceNow ITSM	CLIENT - Provide Application List for CMDB
ServiceNow ITSM	CLIENT - Provide Approver List for Flows
ServiceNow ITSM	CLIENT - Provide CI List for CMDB
ServiceNow ITSM	CLIENT - Provide CSAT Survey Questions for CSAT Survey
ServiceNow ITSM	CLIENT - Provide Desired Reports for ITSM/CSM
ServiceNow ITSM	CLIENT - Provide Inbound Email Addresses (E.g. help@client.com)
ServiceNow ITSM	CLIENT - Provide Knowledge Articles for import
ServiceNow ITSM	CLIENT - Provide Knowledge Categories for creation
ServiceNow ITSM	CLIENT - Provide List of Companies for import
ServiceNow ITSM	CLIENT - Provide List of Departments for import
ServiceNow ITSM	CLIENT - Provide List of Locations for import
ServiceNow ITSM	CLIENT - Provide Mid Server Host Names
ServiceNow ITSM	CLIENT - Provide Schedule(s) for Business Hours
ServiceNow ITSM	CLIENT - Provide SLAs(s) for response, resolution
ServiceNow ITSM	CLIENT - Provision Mid Server PowerShell Modules (AD, AAD, SharePoint, O365, Etc.)
ServiceNow ITSM	ServiceNow - Build Dashboard
ServiceNow ITSM	ServiceNow - Build Reports
ServiceNow ITSM	ServiceNow - Configure "Add User to Group" Flow
ServiceNow ITSM	ServiceNow - Configure "Add User to Group" Form
ServiceNow ITSM	ServiceNow - Configure "Remove User From Group" Flow
ServiceNow ITSM	ServiceNow - Configure "Remove User From Group" Form
ServiceNow ITSM	ServiceNow - Configure Approval Workflow
ServiceNow ITSM	ServiceNow - Configure Automated Domains (Auto-Create User)
ServiceNow ITSM	ServiceNow - Configure CLIENT Approval Groups
ServiceNow ITSM	ServiceNow - Configure CLIENT Assignment Groups
ServiceNow ITSM	ServiceNow - Configure CSAT Survey
ServiceNow ITSM	ServiceNow - Configure Entitlements - Bronze
ServiceNow ITSM	ServiceNow - Configure Incident Intake Form
ServiceNow ITSM	ServiceNow - Configure Knowledge Base
ServiceNow ITSM	ServiceNow - Configure Portal Branding
ServiceNow ITSM	ServiceNow - Configure Request Intake Form
ServiceNow ITSM	ServiceNow - Configure Schedules



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ServiceNow ITSM	ServiceNow - Configure SLAs
ServiceNow ITSM	ServiceNow - Connect Azure AD for SSO
ServiceNow ITSM	ServiceNow - Connect Azure AD for User, Group Provisioning
ServiceNow ITSM	ServiceNow - Create Mid Server for CLIENT (Dev)
ServiceNow ITSM	ServiceNow - Create Mid Server for CLIENT (Prod)
ServiceNow ITSM	ServiceNow - Create Mid Server for CLIENT (UAT)
ServiceNow ITSM	ServiceNow - Create Onboarding Flow - CLIENT User (Manual)
ServiceNow ITSM	ServiceNow - Create Onboarding Form - CLIENT User (Manual)
ServiceNow ITSM	ServiceNow - CSAT Report
ServiceNow ITSM	ServiceNow - Daily Standups
ServiceNow ITSM	ServiceNow - External Kickoff Call
ServiceNow ITSM	ServiceNow - External Kickoff Deck
ServiceNow ITSM	ServiceNow - Generate CLIENT Domains
ServiceNow ITSM	ServiceNow - Import Applications
ServiceNow ITSM	ServiceNow - Import Assets
ServiceNow ITSM	ServiceNow - Import CIs
ServiceNow ITSM	ServiceNow - Import Core Data (Companies)
ServiceNow ITSM	ServiceNow - Import Core Data (Departments)
ServiceNow ITSM	ServiceNow - Import Core Data (Locations)
ServiceNow ITSM	ServiceNow - Import Knowledge Articles
ServiceNow ITSM	ServiceNow - Inbound Email Rule for Intake
ServiceNow ITSM	ServiceNow - Internal Kickoff Call
ServiceNow ITSM	ServiceNow - Internal Kickoff Deck
ServiceNow ITSM	ServiceNow - Share Dashboard
ServiceNow ITSM	ServiceNow - Weekly Status Meeting
ServiceNow ITSM	ServiceNow - Weekly Status Report
ServiceNow ITSM	ServiceNow - Workshop - Domain Separation
ServiceNow ITSM	ServiceNow - Workshop - Onboarding
ServiceNow ITSM	ServiceNow - Workshop - SN Tutorial
ServiceNow ITSM	ServiceNow - Documentation
Zabbix Monitoring	Zabbix Monitoring
Zabbix Monitoring	Provision Linux VM
Zabbix Monitoring	Deploy Zabbix software
Zabbix Monitoring	Discover and register all devices



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Zabbix Monitoring	Setup monitoring alerts
Zabbix Monitoring	Integrate alerts with ServiceNow ITSM
Zabbix Monitoring	Test monitoring alerts

Onboarding	
Intune	Pre-deployment tasks
Intune	Licensing/Deployment Types
Intune	Apple Business Manager
Intune	Google Business account
Intune	Obtain requested compliance / configuration profile settings
Intune	Configure enrollment backends
Intune	Configure iOS / MacOS enrollment backend
Intune	Configure Android enrollment backend
Intune	Configure Windows enrollment backend
Intune	Create device / user groups
Intune	Windows Device / Users
Intune	Android Device / Users
Intune	iOS Device / Users
Intune	Create device configuration profiles
Intune	Windows Devices
Intune	Android Devices
Intune	iOS Devices
Intune	Create device compliance profiles
Intune	Windows Devices
Intune	Android Devices
Intune	iOS Devices
Intune	Applications
Intune	Create Application assignment groups
Intune	Provision applications (iOS / Android)
Intune	Provision Windows apps
Intune	Application assignment
Intune	Test enrollment
Intune	Obtain test devices (Windows, Android, iOS)



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Intune	Test enrollment - Windows Device(s)
Intune	Test enrollment - Android Device(s)
Intune	Test enrollment - iOS Device(s)
Intune	Documentation
Intune	Windows Device Enrollment Process Documentation
Intune	Android Enrollment Enrollment Process Documentation
Intune	iOS Device Enrollment Process Documentation
Intune	Intune Environment Documentation
Intune	Rollout Intune to users and provide rollout support
Transition to new MSP	
KT sessions (3 sessions/week x 2 weeks)	
Knowledge base transfer	
Shadowing (3 sessions/week x 5 weeks)	

OPERATIONAL SUPPORT SERVICES

Change Management
Hardware Device Management
Software Configuration Management
OS Updates and Security Patching
Master Image Management
System Software Management (e.g. Citrix platform)
Business Application Management (e.g. MS Office)
Desktop Application Management
Change Planning, Implementation, Testing, and Rollback
End user communications
Asset Management
Product License Management
Inventory Management
Hardware Provisioning and Replacement
Software Procurement
Knowledge Management
As-built Documentation
Common Issue Resolution Guidelines



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Account Access Metadata
Incident Management
Multi-Channel Ticket Creation (phone, email, IM)
Initial Ticket Response and User communications
Ticket Information Collection
CLIENT Environment Access Updates
Critical Issue Management and Escalations
Incident Status Management
Incident Triage and Troubleshooting
Incident Root Cause Analysis (RCA)
Problem Management
Problem Status Management
Problem Triage and Troubleshooting
Problem Root Cause Analysis (RCA)
Problem Resolution
CMDB Updates
Configuration Item Updates
End User Communication
Knowledge Base Updates
Service Request Fulfillment
Hardware procurement
Cloud Services provisioning and Deprovisioning
Software Deployment
Software Application Provisioning and Deprovisioning
Certificate Management
User Access Provisioning
On site Smart Hands
Access Management
Onboarding Access Process
Offboarding Access Process
User Access Management
Group Access Management
Permissions Management - Role Based Access Control (RBAC)
Role Assignments
Certificate management
Service Level Management (KPI Tracking)
Ticket First Response Times
Ticket Resolution Times
Ticket Statistics and Dashboards



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Event Management (Proactive Monitoring)
Cloud Platform Monitoring
Cloud Resources Monitoring
Hardware Resource Monitoring
Network Security Monitoring
Backup/Restore Monitoring
Website Access
SSL Certificate Monitoring

EQUIPMENT AND SOFTWARE

The preliminary counts of users, workstations, infrastructure, and applications are provided below.

Users:

Company Name	User Domain	Number of Users	Support Level
Altus Community Healthcare		1141	workstation / user support
Altus ERs	altushealthsystem.com / altus.local	246	workstation / user support
Neighbors ERs	neighborshealth.com	217	workstation / user support
Austin ERs	austiner.com	213	workstation / user support
Exceptional ERs	eer24.com	465	workstation / user support
3rd Party Users	Non-Altus domain	368	application admin support
3rd Party Users	altushealthsystem.com / altus.local	5	application admin support
Total		1514	

Infrastructure:

ER Location / Device Type	Firewall	Switches	Servers	Access Points
Altus	4	7	15	21
Austin	6	14	10	14
Neighbors	11	10	18	10
Exceptional	11	22	9	36
Corporate	3	9	30	8
Total	35	62	82	89



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Workstations:

Location	# Workstations	Location	# Workstations
Altus Corporate	88	EER Brownsville	16
Altus ER Lake Jackson	17	EER East Chase	15
Altus ER Waxahachie	20	EER Harlingen	13
Altus Lumberton	35	EER Livingston	1
Austin Anderson Mill	10	EER Lubbock	13
Austin Arboretum	10	EER Orange	15
Austin E Riverside	16	EER Port Arthur	12
Austin Mueller	6	EER Tyler	12
Austin Pflugerville	16	NEC ER Baytown	13
Austin South Lamar	10	NEC ER Crosby	12
EER Amarillo North	11	NEC ER Kingwood	35
EER Amarillo South	28	NEC ER Pasadena	19
EER Amarillo West	11	NEC ER Pearland	16
EER Beaumont	11	NEC ER Porter	15
Total			544



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Applications:

1. Advantx	2. NextGen
3. Ara	4. Novarad
5. Availity	6. O365
7. Centricity	8. One Source
9. Colloborate MD	10. OnePACS
11. Corro ACS	12. TruBridge
13. Domain	14. Tsheets Evolved
15. EPD	16. Verizon
17. Evident	18. Via Track
19. GlobalPay	20. VizTech
21. Gorev	22. Vonage
23. Imagine	24. VPN's
25. Medicus	26. WayStar

The detailed inventory of users, devices, systems, and software will be collected as a result of planning, discovery, and site visit activities that are scheduled to take place during the Planning & Discovery phase of this engagement.



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SUPPORT LOCATIONS

Following are the locations that are covered in our Statement of Work. In addition, we expect another 3-5 locations to be added which are accounted for in our scope already. The list is not static and could change over the contract term:

Location Name	Location Address	Location Type
Exceptional ER Tyler	2222 E SE Loop 323, Tyler, TX 75701	Medical Facility
Exceptional East Chase ER	1251 East Chase Parkway, Fort Worth, TX 76120	Medical Facility
Exceptional Brownsville ER	449 East Alton Gloor Blvd, Brownsville, TX 78526	Medical Facility
Exceptional Orange ER	1321 N 16th St, Orange, TX 77630	Medical Facility
Exceptional Beaumont ER	4755 Eastex Fwy, Beaumont, TX 77706	Medical Facility
Exceptional Amarillo North ER	2101 S Coulter St, Amarillo, TX 79106	Medical Facility
Exceptional Amarillo South ER	5800 S Coulter St, Amarillo, TX 79119	Medical Facility
Exceptional Livingston ER	111 Emergency Road, Livingston, TX 77351	Medical Facility
Exceptional Harlingen ER	6902 West Expressway 83, Harlingen , TX 78552	Medical Facility
Exceptional port Arthur ER	3330 FM 365, Port Arthur, TX 77642	Medical Facility
Exceptional Amarillo West ER	2105 S Western St, Amarillo, TX 79109	Medical Facility
Exceptional Lubbock ER	4337 50th St, Lubbock, TX 79413	Medical Facility
Austin Emergency Center - Mueller	1801 E. 51st St. #H, Austin, TX 78723	Medical Facility
Austin Emergency Center Arboretum	10407 Jollyville Road, Austin, Texas 78754	Medical Facility
Austin Emergency Center Riverside	2020 E. Riverside Drive, Austin, Texas 78741	Medical Facility
Austin Emergency Center Anderson Mill	13435 US Highway 183 N., Suite 311, Austin, Texas 78750	Medical Facility
Austin Emergency Center - S Lamar	4015 S. Lamar Blvd, Austin, Texas 78704	Medical Facility
Austin Emergency Center — Pflugerville	15100 FM 1825, Pflugerville, Texas 78660	Medical Facility
Neighbors Emergency Center — Pearland	11130 Broadway Street, Pearland, Brazoria County, Texas 77584	Medical Facility
Neighbors Emergency Center — Porter	22678 US Hwy 59, Porter, TX 77365	Medical Facility
Neighbors Emergency Center — Baytown	6051 Garth Road, Baytown, Harris County, Texas 77521	Medical Facility
Neighbors Emergency Center — Crosby	14120 FM 2100, Crosby, Texas 77532	Medical Facility
Neighbors Emergency Center — Kingwood	1120 Kingwood Drive, Kingwood, Harris County, Texas 77339	Medical Facility



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Neighbors Emergency Center — Pasadena	7215 Fairmont Pkwy, Pasadena, Texas	Medical Facility
Houston	1535 West Loop South Suite 200/300, Houston, Texas 77027	Corporate Office
Altus ER - Waxahachie	1791 N. Highway 77, Waxahachie, TX 75165	Medical Facility
Altus ER - Lumberton	137 North LHS Dr., Lumberton, TX 77657	Medical Facility
Altus ER - Lake Jackson	200 Oak Dr. South, Lake Jackson, TX 77566	Medical Facility



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DELIVERABLES

The following deliverables will be made available throughout this engagement:

Deliverables	Description	Responsibility
Onboarding Project Plan	Task list, schedule, resource assignments	SUPPLIER Customer Success Manager
Support Status Dashboard	Review of ticket statistics, open tickets, ticket SLAs, and additional support activities, as required.	SUPPLIER Customer Success Manager

KPIs definition: The language of the Key Performance Indicators (KPIs) will be mutually defined within 90 days from the contract start date. This time frame allows both parties ample opportunity to agree on the Service Level Agreements (SLAs), categorize the types of tickets, and establish what will be considered a priority. This approach ensures that expectations are aligned, and all critical aspects of service delivery are comprehensively addressed, leading to a more effective and efficient partnership.

EXCLUSIONS

As this Support SOW is written in a spirit of partnership, SUPPLIER will always make the best-possible efforts to provide support and rectify problems as requested. However, this SOW only applies to the parts of the IT system explicitly listed above.

Additionally:

- This contract does not cover IT system problems caused by using equipment, software or service(s) in a way that is not recommended.
- If CLIENT has made unauthorized changes to the configuration or set up of equipment, software or services, this Agreement may not apply.
- If CLIENT has prevented SUPPLIER from performing required maintenance and updates, there may be a delay in resolving issues.

This SOW does not apply to circumstances that could be reasonably said to be beyond SUPPLIER control. These may include, but are not limited to, floods, war, and acts of God.

CONDITIONS

This is an all-inclusive charge that covers everything described in this SOW, with the following conditions:

- See section "Service Availability" in the SLA for information regarding hours of support including business hours, on-call hours, and emergency support.
- Majority of support services will be provided remotely. CLIENT will provide any required remote access to its environments including VPN connectivity to on-premises network as well as necessary remote access software and access permissions to CLIENT infrastructure components, applications, database instances, and workstations to meet the engagement objectives, as needed.
- Only support services listed in the Scope section of this SOW will be provided. Any services not explicitly listed in the Scope section of this SOW will require a separate statement of work.



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- Only CLIENT-owned equipment and infrastructure software will be supported.
- Applications that are not explicitly mentioned in the **Equipment and Software** section of this Agreement will be supported on the best effort basis and will require vendor support.
- Application software incident and problem management will be limited to administrative support only. For application-specific functional issue management, the SUPPLIER will rely on the CLIENT's support agreements with the respective application vendors and will coordinate the support activities with vendor support team.
- With the exclusion of laptops and desktops for SUPPLIER staff, SUPPLIER is not responsible for providing any third-party software or hardware to support this effort.
- CLIENT will license all required software and obtain all required hardware to support the proper implementation of systems.
- The CLIENT will ensure that there is a support agreement with the system or application vendor as an escalation point for the SUPPLIER.
- Any incident that requires more than 24 hours of effort resolution. Such incidents will be treated as individual projects and will require a separate statement of work.
- Any service request that requires more than 8 hours of implementation effort. Such service requests will be treated as individual projects and will require a separate statement of work.
- New projects/project-based work is not included in this SOW and will require a separate statement of work.
- Any additional requirements or constraints discovered during this engagement may impact the scope of the work outlined in this SOW. If such a discovery impacts the agreed work scope, it will be handled through a change control process that includes written approval from CLIENT.
- SUPPLIER will not be responsible for failing to meet its obligations with respect to milestones, delays, delivery dates, or the budget to the extent such failure is caused by dependencies on CLIENT resources, or third parties engaged by CLIENT in this effort.
- SUPPLIER shall be entitled to rely on all decisions and approvals of CLIENT about services.
- There will be a bi-weekly status review meeting to determine accomplishments and identify issues that need immediate resolution.
- CLIENT will provide resources and support including access to stakeholders, subject matter experts, and other necessary resources to facilitate objectives, create and review deliverables, and provide feedback to support the completion of all work identified in this SOW.
- CLIENT will identify an internal key support interface and ensure this person is made available as needed to support this engagement. It is further assumed that critical resources will be dedicated to the engagement.



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ROLES AND RESPONSIBILITIES

KEY CLIENT RESPONSIBILITIES

CLIENT will use the IT system covered by this SOW as intended as well as each of the following, as applicable:

- Provide SUPPLIER with access to equipment, software, and services for the purposes of maintenance, updates and fault prevention.
- Notify SUPPLIER of issues or problems in a timely manner.
- Keep SUPPLIER informed about potential changes to its IT system. For example, if staff are to begin connecting their own mobile devices to the company network, SUPPLIER may be able to adjust its services accordingly.
- Provide SUPPLIER with a list of contacts covering the breadth of managed services sites, technology stacks, and applications included in the scope of this engagement.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Maintain good communication with SUPPLIER at all times.
- Provide a working and safe environment for the equipment.
- Be responsible for maintaining temperature control around the equipment.
- Provide electrical backups.
- Provide a reliable Internet connection.
- Limit the access of equipment only to authorized personnel.
- In case of damage, be liable to charges for repairs, as well as replacement of parts.
- If applicable, return the hardware within 60 days in case of termination of services.

KEY SUPPLIER RESPONSIBILITIES

SUPPLIER will maintain and support the IT system used by CLIENT.

Additionally, SUPPLIER will:

- Ensure relevant software, services and equipment are available to CLIENT in line with the service level agreement (SLA) in this SOW.
- Respond to support requests as described in the SLA — and within reasonable time, in any case.
- Do its best to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with CLIENT at all times.
- Ensure proper meeting response times associated with service-related incidents.
- Ensure appropriate notification to CLIENT for all scheduled maintenance.

SERVICE DESK SUPPORT TIERS

The following section identifies the support tiers that collectively comprise SUPPLIER's Service Desk Structure.



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TIER 1

All support begins at the SUPPLIER's Service Desk with Tier One. Service Desk Agents operate the phones 24/7/365 and provide basic incident management support listed below:

- Open a support ticket and provide the CLIENT with a tracking number.
- Record the issue description, severity, impact, previous support tickets (if any) related to the current issue, systems/components impacted, steps already taken to address the issue, and user contact information.
- Provide answers and solutions for minor, frequent issues, readily available from scripts, FAQs, or company knowledge databases.
- Manage user access to systems, devices, applications, and components in scope of this Agreement.
- Service Desk Agents will escalate issues requiring more than 2 hours of effort to Tier Two Support.
- Field technicians are available for deployment to all the locations listed in the sites section. Scheduling of field technicians should occur in advance, except in cases of emergency. An emergency is characterized by the incapacity of an entire office or branch location to operate, such as a critical infrastructure failure necessitating immediate replacement. We estimate that a maximum of 48 hours per month will be required across various locations. Any additional hours beyond this will be billed at \$125 per hour. This rate and agreement can be discussed on a case-by-case basis and must be mutually agreed upon by SUPPLIER and CLIENT.

TIER 2

Tier Two receives unresolved escalated issues from Tier One. When appropriate, Tier Two staff members will use their technical expertise to address problems requiring more than 2 hours of effort to resolve. They will execute the following tasks:

- Troubleshoot and resolve more complex technical issues including incidents and problems.
- Monitor client environments for any actionable service alerts.
- Patch the system and perform system upgrades as required.
- Manage certificates and their lifecycle.
- Update support ticket information and enter latest ticket status updates as required.
- Tickets requiring deep technical expertise will be to Tier 3 Support.

TIER 3

Those issues that cannot be resolved by Tier Two personnel and require subject matter expertise in specific technology areas will be escalated to Tier Three. At this level, the support will be provided by the SUPPLIER's most experienced staff, who can draw on a range of expertise from third party vendors when needed.

SERVICE PERIOD

The initial phase of this engagement that consists of planning, discovery, onboarding, and transition services will start on **December 18, 2024**, and run for a period of 60 to 90 days. This support phase of this engagement will start upon completion of the initial phase, and run for a period of **36 months** (the "Term"). The proposed schedule for this engagement is shown below:



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Phase	Week												
	1	2	3	4	5	6	7	8	9	10	...	45	
Planning & Discovery													
Onboarding													
Transition													
Support													

At the end of the Initial Term, the SOW will automatically renew for a period of one additional year and under the same terms unless either party gives written notice to the other party that the SOW will terminate, so long as the notice of termination is given at least 60 days before the end of the then-current term. This SOW may be reviewed at any point, by mutual Agreement. At the end of the SOW, SUPPLIER and CLIENT will discuss possible renewal terms.

EXPENSES

CLIENT shall pay SUPPLIER for the cost of any materials, travel, lodging, communications, shipping charges, and out-of-pocket expenses incurred by the SUPPLIER in connection with providing the Services; provided, that such charges and expenses are pre-approved by CLIENT. All such fees and costs will be invoiced monthly and will be payable within thirty (30) days of the date of invoice.

Licenses are not included in this agreement. Licenses costs and quantities needed will be determined after the Discovery Phase and will be discussed with CLIENT.

INVOICING AND PAYMENTS

An invoice will be prepared by the SUPPLIER after the first of each month for services rendered in the previous month. Payment of undisputed amounts will be due within 30 days from invoice date.

CLIENT shall compensate SUPPLIER for Services at the rates defined within the table below.

Monthly Recurring Managed Support Services Cost (USD)	Total Annual Recurring Cost (USD)
\$69,318.00	\$831,816.00

Initial Onboarding and Transition Costs

The initial one-time cost encompasses discovery, planning, onboarding, and transition-related activities. This cost is calculated as the equivalent of one month's support fee, spread across the transition period, which will not exceed 90 days.

This approach enables us to complete CLIENT onboarding, conduct knowledge transfers, and familiarize ourselves with the CLIENT's environment, all while minimizing the CLIENT's parallel operating costs. We anticipate



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completing the transition **within 60 to 90 days**. Upon completion of the transition, the regular support contract will commence.

The services shall be payable monthly by wire or ACH. In the event of delayed payments of undisputed amounts, CLIENT shall have a cure period of 10 business days following written notice from SUPPLIER of the delinquency. If payment remains unpaid after the cure period, an additional fee shall occur on the following terms:

- 2% for the first 30 days following the expiration of the cure period.
- 4% for the first 60 days following the expiration of the cure period.
- 5% for the first 90 days following the expiration of the cure period.
- Services will be shut off immediately on the 90th day following the expiration of the cure period.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. CLIENT shall pay any such taxes unless a valid exemption certificate is furnished to SUPPLIER for the state of use.

CHANGE ORDER

Any changes to the project scope, incorrect assumptions, or missing pre-requisites may affect the cost, resources, or schedule. CLIENT may add or remove facilities from the scope of this SOW due to sale, closure, or other operational changes. In such cases the parties **will negotiate**, in good faith, **for any change orders** on a bi-annual basis. Other circumstances may arise beyond SUPPLIER control that may impact the ability to accomplish the project objectives as outlined and would require a modification to this SOW. Any such modification shall be memorialized in a mutually executed change order that details material changes to staff requirements, deliverables, fees, and milestones, as applicable. If the parties do not agree to such proposed change order, then either may suspend the services to allow time for the parties to agree on an alternative change order. Should services be suspended for a consecutive period of five business days, either party may thereafter terminate this SOW immediately upon notice to the other party.

The change order clause will be subject to a comprehensive mutual review / agreement after 12 months. Following this review period, the clause's terms and conditions will be evaluated, refined as necessary, and finalized based on the outcomes of the assessment and any evolving organizational requirements.

STATEMENT OF WORK TERMINATION

Upon termination of the STATEMENT OF WORK executed in accordance with the terms of the Agreement, CLIENT shall pay SUPPLIER for any CLIENT-approved services performed and expenses incurred up to the date of termination. This also includes any expenses necessarily and reasonably incurred by SUPPLIER in terminating CLIENT-approved obligations to third parties. In the event of early termination, a 60-day notice is required. If **CLIENT** cancels the contract before the contract end date, payment will be due for the remainder of the months left in the contract.

The contract will automatically renew on its anniversary date for an additional one-year period unless either party provides written notice of intent not to renew at least 60 days prior to the renewal date.



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The contract terms will be updated within 12 months of the initial execution based on mutual agreement of KPIs, non-performance, remediation timeline, and any applicable cancellation fees.

GENERAL PROVISIONS

Insurance by SUPPLIER

SUPPLIER shall, at its sole expense, maintain during the term of this Agreement and any renewal periods, insurance coverage with reputable insurers, as follows: (i) commercial general liability insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, and personal/advertising injury; (ii) professional liability insurance (including errors and omissions) with a limit of \$1,000,000 per claim and \$2,000,000 aggregate, covering technology errors, cyber liability, and data breaches; (iii) workers' compensation insurance as required by applicable law and employer's liability insurance with a limit of \$500,000 per accident or disease; and (iv) cybersecurity/privacy liability insurance with a limit of \$2,000,000 per claim, covering data breaches, cyber extortion, and business interruption caused by cyber incidents.

SUPPLIER shall provide CLIENT with certificates of insurance evidencing such coverage upon request and shall notify CLIENT at least 30 days prior to any cancellation, non-renewal, or material change in coverage. Where applicable, all policies required under this Agreement shall name CLIENT as an additional insured. SUPPLIER's insurance coverage shall be primary and non-contributory with respect to any insurance carried by CLIENT.

Liability and Indemnification

SUPPLIER shall indemnify, defend, and hold harmless CLIENT, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, demands, losses, liabilities, damages, expenses, and costs, including reasonable attorneys' fees, arising out of or in connection with SUPPLIER's breach of this Agreement, including but not limited to failure to meet agreed service levels, any act, omission, negligence, or willful misconduct of SUPPLIER or its employees, subcontractors, or agents, any third-party claims resulting from data breaches, cybersecurity incidents, or unauthorized access to CLIENT's systems caused by SUPPLIER's failure to implement or maintain adequate security measures, and violations of applicable laws or regulations, including but not limited to HIPAA and HITECH.

Notwithstanding the foregoing, SUPPLIER's liability shall not be limited in cases of gross negligence, willful misconduct, or breach of confidentiality obligations. This indemnity shall survive the termination or expiration of this Agreement. SUPPLIER's obligations under this clause are intended to protect CLIENT from any liability or loss caused by SUPPLIER's performance or lack thereof.

Confidentiality

For the purposes of this Agreement, "Confidential Information" means any non-public, proprietary, or sensitive information disclosed by CLIENT to SUPPLIER in any form, including but not limited to business plans, financial data, technical data, customer information, patient information, and any data subject to HIPAA or other regulatory protections. SUPPLIER agrees to maintain the confidentiality of all Confidential Information and use such information solely for the purpose of fulfilling its obligations under this Agreement. SUPPLIER shall not disclose Confidential Information to any third party without CLIENT's prior written consent, except as required by applicable law or regulation. SUPPLIER shall implement and maintain appropriate security measures, including compliance with HIPAA and HITECH requirements, to safeguard Confidential Information. SUPPLIER further agrees to execute a Business



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Associate Agreement (BAA) with CLIENT as required under HIPAA regulations within a reasonable time following the execution of this Agreement.

Confidential Information does not include information that is publicly available through no fault of SUPPLIER, was lawfully in SUPPLIER's possession prior to disclosure by CLIENT, or is independently developed by SUPPLIER without reference to or use of CLIENT's Confidential Information. Upon the termination or expiration of this Agreement, or at CLIENT's written request, SUPPLIER shall promptly return or securely destroy all Confidential Information in its possession and certify such return or destruction in writing. The confidentiality obligations set forth herein shall survive the termination or expiration of this Agreement for a period of 5 years, or longer where required by applicable law.

Entire Agreement.

This Agreement sets forth the entire understanding between the parties regarding the subject matter hereof and supersedes and replaces any prior agreements, representations, or understandings, whether written or oral, between the parties concerning the subject matter hereof.

Governing Law.

The interpretation and enforcement of this Agreement will be governed by the laws of the State of Texas.



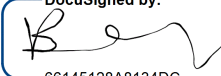
MOBIZ CONSULTING SOW: Altus Managed Support Services

SIGNOFFS

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this Statement of Work to be duly executed.

Mobiz IT, Inc.

By: _____

DocuSigned by:

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Name: Brittany Jackson

Title: Chief of Staff

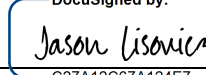
Date: 12/18/2024

Altus Community Healthcare, L.P.

By Its General Partner

Altus Community Healthcare GP, LLC

By: _____

DocuSigned by:

C27A12C67A124E7...

Name: Jason Lisovicz

Title: President

Date: 12/21/2024



MOBIZ CONSULTING SOW: Altus Managed Support Services

APPENDIX A: SERVICE LEVEL AGREEMENT

This agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the SUPPLIER and the CLIENT to provide Managed Support Services for the CLIENT. Its purpose is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the CLIENT by the SUPPLIER.

This Agreement outlines the parameters of all IT services covered, as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

OBJECTIVES

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of all services provided to the customer.
- Present a clear, concise, and measurable description of service level commitments.
- Describe Service Desk escalation process.
- Match perceptions of expected service provision with actual service support & delivery.

TICKET SUBMISSION

Tickets can be submitted to SUPPLIER’s ITSM system via email to help@mobizinc.com or via ITSM Web Portal at <https://mobiz.service-now.com/csm>. Tickets for non-critical issues can be submitted at any time; however, no action can be guaranteed until the next working business day.

Should it become impossible for users to submit a ticket to the Portal due to technical issues, they should call the Emergency Support phone number listed below.

Support will be provided on a remote access basis only.

SERVICE AVAILABILITY

SUPPLIER managed support services covered by this Agreement are available during the following hours:

Support Scope	Hours of Support	Support Staff Location
Tier 1 support	Business hours: 24/7	Remote
Tier 1 support	Business hours: 8 AM – 5 PM CST, M-F On call: non-business hours for critical and high tickets only	Onsite
Tier 2 support	Business hours: 8 AM – 5 PM CST, M-F On call: non-business hours for critical and high tickets only	Remote
Tier 3 support	Business hours: 8 AM – 5 PM CST, M-F On call: non-business hours for critical and high tickets only	Remote



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EMERGENCY SUPPORT

Emergency support is included only for critical outages impacting critical systems and multiple users.

For after-hours infrastructure-related support emergencies, the CLIENT should call [909-453-6700](tel:909-453-6700) and leave a message with a detailed description of the issue and his/her contact information. An on-call Service Desk Technician will be paged. The end-user will receive a response within 15 minutes. Should the end-user not receive a response after 30 minutes of no contact, end-user can email escalation@mobizinc.com to escalate the issue. The Service Desk Technician may attempt to troubleshoot and resolve the issue on his own or get subject matter experts from other Tiered Support Teams involved. Either way, emergency ticket status updates to the CLIENT will be sent out every 30 mins until the issue is resolved.

RESPONSE TIMES

Ticket response times will be measured from the time when a ticket is assigned to one of the SUPPLIER assignment groups in the SUPPLIER's ITSM system and until such time when SUPPLIER Service Desk Engineer sends a response email back to the ticket submitter. The SUPPLIER will respond to service-related incidents submitted by the CLIENT based on the following ticket impact and urgency definitions:

	Impact				
		Critical Enterprise	High Business Unit, Dept., or Site	Medium Multiple Users	Low Single User
Urgency	Critical Primary job function blocked	P1	P1	P2	P3
	High Primary job is partially blocked	P1	P2	P3	P3
	Medium Issue disrupts job function	P2	P3	P3	P4
	Low Can work but inconvenient	P3	P3	P4	P4

Remote Support Response Times:

- P1 Issues: 1 hour.
- P2 Issues: 4 hours.
- P3 / P4 Issues: 1 business day.

Onsite Support Response Times:

- P1 Issues: Same business day.
- P2 Issues: Next business day.
- P3/P4 Issues: Within 3 business days.



APPENDIX B: SERVICE DELIVERY MODEL

Our Managed Service Provider (MSP) services are designed to offer comprehensive IT support through both onsite and remote channels. Our goal is to ensure seamless operations, enhance system reliability, and provide timely resolution of issues. This document outlines the framework for service delivery, including collaboration expectations, response times, and escalation procedures.

B.1. Service Delivery Channels

B.1.1 Remote Support:

- Scope: Remote support will cover troubleshooting, routine maintenance, software updates, and configuration changes. This includes monitoring systems, addressing user queries, and resolving issues through secure remote access tools.
- Access: Clients will have access to our dedicated support portal for initiating remote support requests. We will use remote desktop tools and secure VPN connections to perform necessary tasks.

B.1.2 Onsite Support:

- Scope: Onsite support will be provided for issues that cannot be resolved remotely, such as complex troubleshooting that requires physical intervention.
- Scheduling: Onsite visits will be scheduled based on the urgency and nature of the issue.

B.2. Collaboration Expectations

B.2.1 Communication:

- Regular Updates: We will provide regular updates on the status of ongoing issues and projects. Clients can expect weekly status reports and immediate notifications for critical issues.
- Point of Contact: We'll have a designated project manager and a technical support lead. The project manager will handle administrative and strategic discussions, while the technical lead will be the primary contact for issue resolution.
- The CLIENT should designate a primary contact for IT related issues to ensure a unified view of all the operations and fluent interaction with SUPPLIER team.

B.2.2 Cooperation:

- CLIENT Responsibilities: Clients are expected to provide timely access to systems and relevant information required for issue resolution. This includes adhering to scheduled maintenance windows and facilitating remote access when necessary.
- MSP Responsibilities: We will ensure clear and consistent communication and provide updates on progress. Our team will also offer guidance on best practices and system improvements.



APPENDIX C: ESCALATION PROCEDURES

C.1 Initial Support:

- First Level Support: Issues are first addressed by our helpdesk team. They will perform initial diagnostics and attempt resolution based on predefined scripts and knowledge base.

C.2 Escalation to Second Level:

- If the helpdesk team cannot resolve the issue, it will be escalated to our second level of support, comprising senior technicians with more expertise. They will conduct a deeper analysis and provide a solution.

C.3 Escalation to Third Level:

- For issues that remain unresolved or require advanced troubleshooting, they will be escalated to our third level of support, which includes subject matter experts or specialized engineers. They will work on resolution or provide a workaround.

C.4 Management Escalation:

- If an issue remains unresolved after third level support, or if there are concerns about the service quality, it will be escalated to the service delivery manager or senior management. They will oversee the resolution and ensure CLIENT satisfaction.

C.5. Review and Improvement

C.5.1 Performance Reviews:

- We will conduct regular performance reviews and CLIENT satisfaction surveys to assess the effectiveness of our support. This will help us identify areas for improvement and adapt our service delivery accordingly.

C.5.2 Continuous Improvement:

- Feedback from clients and performance metrics will be used to continually refine our processes, enhance our support capabilities, and improve overall service quality.