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AGREEMENT FOR PROVISION OF
MAINTENANCE AND SUPPORT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CERNER CORPORATION
JULY 1, 2017 THROUGH JUNE 30, 2020

8

9   THIS AGREEMENT entered into this 1st day of July 2017 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CERNER
11 CORPORATION, a Delaware For-Profit Corporation (CONTRACTOR). COUNTY and
12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties". This Agreement shall be administered by the County of Orange Health Care Agency
14 (ADMINISTRATOR).

15

16 **W I T N E S S E T H:**

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18   WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Maintenance
19 and Support Services described herein;

20   WHEREAS, Maintenance and Support Services are set forth in detail in Exhibit A, B, C, D, E, F, G,
21 H, and HI; and

22   WHEREAS, CONTRACTOR is agreeable to the rendering of aforesaid Maintenance and Support
23 Services on the terms and conditions hereinafter set forth:

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25   NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
26 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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1 **REFERENCED CONTRACT PROVISIONS**

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3 **Term:** July 1, 2017 through June 30, 2020

4 Period One means the period from July 1, 2017 through June 30, 2018

5 Period Two means the period from July 1, 2018 through June 30, 2019

6 Period Three means the period from July 1, 2019 through June 30, 2020

7

8 **Maximum Obligation:**

9   Period One Maximum Obligation: $ 2,~~450,281~~444,475.61

10   Period Two Maximum Obligation: ~~2,450,281~~ 5,305,184.06

11   Period Three Maximum Obligation: ~~2,450,281~~ 3,087,044.05

12   TOTAL MAXIMUM OBLIGATION: $~~7,350,843~~10,836,703.72

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14 **Basis for Reimbursement:**   Negotiated Amount

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16 **Payment Method:**   In Arrears

17

18 **CONTRACTOR DUNS Number:**   04-241-0688

19

20 **CONTRACTOR TAX ID Number:**   43-1196944

21

22 **Notices to COUNTY and CONTRACTOR:**

23

24 COUNTY: County of Orange

25   Health Care Agency

26   Contract Development and Management

27   405 West 5th Street, Suite 600

28   Santa Ana, CA 92701

29   Attn: Contract Administrator

30

31 CONTRACTOR: Cerner Corporation

32   2800 Rockcreek Parkway

33   Kansas City, Missouri 64117

34   Attn: Marc Naughton, Executive Vice President and CFO

35   E-Mail: mnaughton@cerner.com

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. AA — Alcoholics Anonymous
B. AB 109 — Assembly Bill 109, 2011 Public Safety Realignment
C. ABC — Allied Behavioral Care
D. ACH — Acute Care Hospital
E. ADAS — Alcohol and Drug Abuse Services
F. ADL — Activities of Daily Living
G. ADP — Alcohol and Drug Program
E. AES — Advanced Encryption Standard
F. AFLP — Adolescent Family Life Program
G. AIDS — Acquired Immune Deficiency Syndrome
H. AIM — Access for Infants and Mothers
I. AMHS — Adult Mental Health Services
J. ARRA — American Recovery and Reinvestment Act of 2009
K. ASAM PPC — American Society of Addiction Medicine Patient Placement Criteria
L. ASI — Addiction Severity Index
M. ASIST — Applied Suicide Intervention Skills Training
N. ASO — Administrative Services Organization
O. ASRS — Alcohol and Drug Programs Reporting System
P. BBS — Board of Behavioral Sciences
Q. BCP — Business Continuity Plan
R. BH — Base Hospital
S. BHS — Behavioral Health Services
T. CalOMS — California Outcomes Measurement System
U. CalWORKs — California Work Opportunity and Responsibility for Kids
V. CAP — Corrective Action Plan
W. CAT — Centralized Assessment Team
X. CCC — California Civil Code
Y. CCLD — (California) Community Care Licensing Division
Z. CCR — California Code of Regulations
AA. CDCR — California Department of Corrections and Rehabilitation
AB. CDSS — California Department of Social Services
AC. CERC — Children's Emergency Receiving Center
AD. CESI — Client Evaluation of Self at Intake
AE. CEST — Client Evaluation of Self and Treatment

1	AF.	CFDA	Catalog of Federal Domestic Assistance
2	AG.	CFR	Code of Federal Regulations
3	AH.	CHDP	Child Health and Disability Prevention
4	AI.	CHHS	California Health and Human Services Agency
5	AJ.	CHPP	COUNTY HIPAA Policies and Procedures
6	AK.	CHS	Correctional Health Services
7	AL.	CIPA	California Information Practices Act
8	AM.	CMPPA	Computer Matching and Privacy Protection Act
9	AN.	COI	Certificate of Insurance
10	AO.	CPA	Certified Public Accountant
11	AP.	CSI	Client and Services Information
12	AQ.	CSW	Clinical Social Worker
13	AR.	CYBHS	Children and Youth Behavioral Health Services
14	AS.	DATAR	Drug Abuse Treatment Access Report
15	AT.	DCR	Data Collection and Reporting
16	AU.	DD	Dually Diagnosed
17	AV.	DEA	Drug Enforcement Agency
18	AW.	DHCS	California Department of Health Care Services
19	AX.	D/MC	Drug/Medi-Cal
20	AY.	DMV	California Department of Motor Vehicles
21	AZ.	DoD	US Department of Defense
22	BA.	DPFS	Drug Program Fiscal Systems
23	BB.	DRC	Probation's Day Reporting Center
24	BC.	DRP	Disaster Recovery Plan
25	BD.	DRS	Designated Record Set
26	BE.	DSM	Diagnostic and Statistical Manual of Mental Disorders
27	BF.	DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
28	BG.	DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
29	BH.	EBP	Evidence-Based Practice
30	BI.	EDN	Electronic Disease Notification System
31	BJ.	EEOC	Equal Employment Opportunity Commission
32	BK.	EHR	Electronic Health Records
33	BL	ePHI	Electronic Protected Health Information
34	BM.	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
35	BN.	ERC	Emergency Receiving Center
36	BO.	FFS	Fee For service
37	BP.	FIPS	Federal Information Processing Standards

1	BQ.	FQHC	Federally Qualified Health Center
2	BR.	FSP	Full Service Partnership
3	BS.	FTE	Full Time Equivalent
4	BT.	GAAP	Generally Accepted Accounting Principles
5	BU.	HAB	Federal HIV/AIDS Bureau
6	BV.	HCA	County of Orange Health Care Agency
7	BW.	HHS	Federal Health and Human Services Agency
8	BX.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
9			Law 104-191
10	BY.	HITECH Act	The Health Information Technology for Economic and Clinical Health
11			Act, Public Law 111-005
12	BZ.	HIV	Human Immunodeficiency Virus
13	CA.	HRSA	Federal Health Resources and Services Administration
14	CB.	HSC	California Health and Safety Code
15	CC.	IBNR	Incurred But Not Reported
16	CD.	ID	Identification
17	CE.	IEA	Information Exchange Agreement
18	CF.	IMD	Institute for Mental Disease
19	CG.	IOM	Institute of Medicine
20	CH.	IRIS	Integrated Records and Information System
21	CI.	ISO	Insurance Services Office
22	CJ.	ITC	Indigent Trauma Care
23	CK.	LCSW	Licensed Clinical Social Worker
24	CL.	LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
25	CM.	LPS	Lanterman/Petris/Short (Act)
26	CO.	LPT	Licensed Psychiatric Technician
27	CP.	MAT	Medication Assisted Treatment
28	CQ.	MEDS	Medi-Cal Eligibility Determination System
29	CR.	MFT	Marriage and Family Therapist
30	CS.	MH	Mental Health
31	CT.	MHIS	Mental Health Inpatient Services
32	CU.	MIHS	Medical and Institutional Health Services
33	CV.	MHP	Mental Health Plan
34	CW.	MHRC	Mental Health Rehabilitation Centers
35	CX.	MHS	Mental Health Specialist
36	CY.	MHSA	Mental Health Services Act
37	CZ.	MORS	Milestones of Recovery Scale

1	DA.	MS	Mandatory Supervision
2	DB.	MSN	Medical Safety Net
3	DC.	MTP	Master Treatment Plan
4	DD.	NA	Narcotics Anonymous
5	DE.	NIATx	Network Improvement of Addiction Treatment
6	DF.	NIH	National Institutes of Health
7	DG.	NIST	National Institute of Standards and Technology
8	DH.	NOA	Notice of Action
9	DI.	NP	Nurse Practitioner
10	DJ.	NPDB	National Provider Data Bank
11	DK.	NPI	National Provider Identifier
12	DL.	NPP	Notice of Privacy Practices
13	DM.	OCEMS	Orange County Emergency Medical Services
14	DN.	OCJS	Orange County Jail System
15	DO.	OC-MEDS	Orange County Medical Emergency Data System
16	DP.	OCPD	Orange County Probation Department
17	DQ.	OCR	Federal Office for Civil Rights
18	DR.	OCSD	Orange County Sheriff's Department
19	DS.	OIG	Federal Office of Inspector General
20	DT.	OMB	Federal Office of Management and Budget
21	DU.	OPM	Federal Office of Personnel Management
22	DV.	ORR	Federal Office of Refugee Resettlement
23	DW.	P&P	Policy and Procedure
24	DX.	PA DSS	Payment Application Data Security Standard
25	DY.	PAF	Partnership Assessment Form
26	DZ.	PAR	Prior Authorization Request
27	EA.	PBM	Pharmaceutical Benefits Management
28	EB.	PC	California Penal Code
29	EC.	PCI DSS	Payment Card Industry Data Security Standard
30	ED.	PCP	Primary Care Provider
31	EE.	PCS	Post-Release Community Supervision
32	EF.	PHI	Protected Health Information
33	EG.	PI	Personal Information
34	EH.	PII	Personally Identifiable Information
35	EI.	PRA	California Public Records Act
36	EJ.	PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment and
37			Coordination Team

EK. PSC	Professional Services Contract
EL. PTRC	Paramedic Trauma Receiving Center
EM. QI	Quality Improvement
EN. QIC	Quality Improvement Committee
EO. RHAP	Refugee Health Assessment Program
EP. RHEIS	Refugee Health Electronic Information System
EQ. RN	Registered Nurse
ER. RSA	Remote Site Access
ES. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
ET. SD/MC	Short-Doyle Medi-Cal
EU. SIR	Self-Insured Retention
EV. SMA	Statewide Maximum Allowable (rate)
EW. SNF	Skilled Nursing Facility
EX. SR	Supervised Release
EY. SRP	Supervised Release Participant
EZ. SSA	County of Orange Social Services Agency
FA. SSI	Supplemental Security Income
FB. STP	Special Treatment Program
FC. SUD	Substance Use Disorder
FD. TAR	Treatment Authorization Request
FE. TAY	Transitional Age Youth
FF. TB	Tuberculosis
FG. TBS	Therapeutic Behavioral Services
FH. TRC	Therapeutic Residential Center
FI. TTY	Teletypewriter
FJ. TUPP	Tobacco Use Prevention Program
FK. UMDAP	Uniform Method of Determining Ability to Pay
FL. UOS	Units of Service
FM. USC	United States Code
FN. VOLAGs	Volunteer Agencies
FO. W&IC	California Welfare and Institutions Code
FP. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, C, D, E, F, G, H, and HI, attached hereto and incorporated herein by this reference, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of and obligations under this Agreement. This

Agreement shall constitute the sole and entire binding Agreement between the parties as it relates to the services and licenses provided herein. All other prior proposals, offers, discussions, preliminary understandings, and other communications relative to this Agreement, oral or written, shall be considered superseded, and any such terms, conditions or provisions are effective only to the extent that they have been negotiated as part of this Agreement.

B. No addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. CHOICE OF LAW AND FORUM

A. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, provided that no article of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such article, and this Agreement shall be construed as if jointly prepared by the parties. Any legal proceeding with respect to this Agreement shall be filed in the appropriate court of the State of California in Orange County, California. The Parties agree to waive any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted the Agreement.

B. In the event of a dispute between the Parties, CONTRACTOR and COUNTY agree to make a good faith effort to dispose of their disputes within a reasonable period of time through the CONTRACTOR's Project Manager and COUNTY's Project Director. However, if the CONTRACTOR's Project Manager and COUNTY's Project Director do not reach a resolution to the disputed matter, such matter shall be brought to the attention of the Health Care Agency's Agency Director or his or her designee and the CONTRACTOR's management team to work cooperatively to resolve the dispute amicably. In the event that a resolution at such management levels does not occur, either Party may submit the dispute to binding arbitration in Orange County, California under the then-prevailing rules of the American Arbitration Association, Inc., a New York corporation. Unless either Party objects to arbitration as a means to resolve the disputed matter, the CONTRACTOR and COUNTY agree that the arbitration shall be through a single arbitrator, who shall be experienced in information technology matters. Judgment upon any award in such arbitration may be entered and enforced in any court of competent jurisdiction. Notwithstanding any provision of this Agreement to the contrary, each Party acknowledges that any breach of any of its obligations with respect to the other party's proprietary rights will result in an irreparable injury for which money damages will not be an adequate remedy and that, in such event, the non-breaching party shall be entitled to injunctive relief in addition to any other relief a court may deem proper.

C. In the event the CONTRACTOR or COUNTY objects to arbitration, either Party reserves the right to initiate any legal proceeding it deems appropriate in accordance with Subparagraph A. of this Paragraph.

D. COUNTY and CONTRACTOR agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement until such time the matter is disposed of.

E. Notwithstanding the foregoing, COUNTY shall have the right to terminate this Agreement if CONTRACTOR is in breach of any of its obligations stated in this Agreement and that breach remains uncured following any applicable cure period specified in this Agreement.

IV. **COMPLIANCE**

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV (COMPLIANCE). These elements include:

      a.   Designation of a Compliance Officer and/or compliance staff.

      b.   Written standards, policies and/or procedures.

      c.   Compliance related training and/or education program and proof of completion.

      d.   Communication methods for reporting concerns to the Compliance Officer.

      e.   Methodology for conducting internal monitoring and auditing.

      f.   Methodology for detecting and correcting offenses.

      g.   Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own Compliance program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.

ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's compliance program, code of conduct and any Compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for the ADMINISTRATOR's Compliance Program.

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services directly related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as identified by the ADMINISTRATOR.

1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, and agents of CONTRACTOR who perform services directly related to this Agreement. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State

of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion, or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately upon CONTRACTOR becoming aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

7. CONTRACTOR shall notify ADMINISTRATOR, and remove from participating in any activity associated with this Agreement, immediately upon CONTRACTOR's becoming aware if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. CONTRACTOR's failure to immediately remove an excluded, suspended or debarred Covered Individual or entity, as stated herein, may result in appropriate repayment by, or sanction(s) to, CONTRACTOR corresponding to the value of services provided by the ineligible Covered Individual or entity. CONTRACTOR shall promptly make such payments within forty-five (45) business days after notification thereof by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. If CONTRACTOR has acknowledged to comply with ADMINISTRATOR's Compliance Program, it shall use its best efforts to encourage completion by all Covered Individuals of the General Compliance Training when offered; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

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3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals and shall notify CONTRACTOR of the Covered Individuals or categories of Covered Individuals for whom that training is appropriate.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all of those Covered Individuals relative to this Agreement.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. Failure of CONTRACTOR to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Paragraph IV (COMPLIANCE) prior to ADMINISTRATOR's right to terminate this Agreement on the basis of such default.

V. <u>CONFIDENTIALITY</u>

A. All records and information concerning any and all matters referred to CONTRACTOR by COUNTY shall be considered as Confidential Information and kept confidential by CONTRACTOR and CONTRACTOR's officers, employees, agents, subcontractors, and sub-tiers. Confidential Information obtained by either party in the performance of this Agreement shall be treated as strictly confidential and shall not be used by the other for any purpose other than the performance of this Agreement.

B. Except as expressly permitted by this Agreement, CONTRACTOR and COUNTY will not, nor will they permit their respective employees, agents, attorneys or independent contractors to, disclose

other than as provided in this Agreement, use, copy, distribute, sell, license, publish, reproduce or otherwise make available Confidential Information of the other party. CONTRACTOR and COUNTY will each:

1. Secure and protect the other party's Confidential Information by using the same or greater level of care than it uses to protect its own confidential and proprietary information of like kind, but in no event, less than a reasonable degree of care, and

2. Advise each of their respective employees, agents, attorneys and independent contractors who have access to such Confidential Information of the terms of this Paragraph V.

C. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation or by order of a court or other governmental entity, in which case such party will so notify the other party as soon as practicable and in any event at least ten (10) business days prior to such party making such required disclosure.

D. Upon execution of this Agreement and subject to the terms and conditions set forth in Exhibit C, CONTRACTOR agrees to grant to COUNTY licensed access to the restricted portions of Cerner.com. Cerner.com contains certain copyrighted, proprietary, and confidential information. Confidential Information obtained pursuant to the first sentence of this Subparagraph D. in the performance of this Agreement shall be treated as strictly confidential and shall not be used by COUNTY for any purpose other than the performance of this Agreement.

E. CONTRACTOR's client list is considered proprietary, and as such CONTRACTOR shall only be obligated to supply to COUNTY, upon request, such CONTRACTOR's client list information to which CONTRACTOR has received permission from the client to do so.

VI. CONFLICT OF INTEREST

A. The Orange County Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflict of interest. CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation shall apply to CONTRACTOR, CONTRACTOR's officers, employees and agents, relatives, sub-tier contractors, and third parties associated with accomplishing work and services hereunder as outlined in the California Political Reform Act of 1974 and Government Code 87103.

B. CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its officers, employees and agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations, which could be deemed to appear to influence individuals to act contrary to the best interest of COUNTY.

VII. CONTRACTOR LIMITATION OF LIABILITY

A. Except as provided in Paragraph XIII, in no case shall CONTRACTOR be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict

tort, or any other legal theory. Such excluded special, incidental, or consequential damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Equipment, downtime, the claims of third parties, and injury to property.

B. To the extent that CONTRACTOR'S Maintenance and Support Services contains third parties' equipment and sublicensed software, CONTRACTOR'S liability with respect to such third parties' equipment and sublicensed software shall be limited pursuant to such limitations as are passed through to COUNTY through the respective third parties' end-user terms and to the extent that CONTRACTOR is able to collect with good faith effort from such third parties under their promised end-user warranties.

C. Notwithstanding Subparagraph B and except Subparagraphs A and X of Paragraph XIII, CONTRACTOR's maximum liability for all claims whatsoever arising under this Agreement shall be limited to the amount paid by COUNTY to CONTRACTOR for Support services under this Agreement during the previous twelve (12) month period.

VIII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate or assign the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, upon approval by ADMINISTRATOR, which approval shall not be unreasonably withheld.

B. Any change in CONTRACTOR's business structure, including but not limited to, the sale or transfer of more than fifty percent (50%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this Paragraph. Any attempted assignment or delegation in derogation of this Paragraph shall be void.

C. COUNTY may assign this Agreement to any successor governmental agency or authority upon written notice to CONTRACTOR, but no such assignment shall be construed to expand the permitted scope of use hereunder.

D. In the event CONTRACTOR is allowed to subcontract, COUNTY shall look to CONTRACTOR for results of its subcontractors. CONTRACTOR agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of CONTRACTOR.

E. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement and the terms of this Agreement shall prevail over those of all such subcontracts or assignments.

F. Nothing contained in this Paragraph shall be construed to prohibit CONTRACTOR from acquiring Equipment or Sublicensed Software (or services related thereto) from the Equipment's and Sublicensed Software's manufacturers or third party providers or to require CONTRACTOR to obtain approval for such acquisitions.

IX. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

X. FACILITIES, PAYMENTS AND SERVICES

A. CONTRACTOR agrees to provide the activities and reports in accordance with Exhibit A to this Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement.

B. Compensation shall be in the amount and paid pursuant to the terms of Paragraph V. of Exhibit A attached hereto.

C. CONTRACTOR agrees to accept the specified compensation as full remuneration for the licensing of all Licensed Software and the performing all services and furnishing all staffing and materials and other expenses called for as set forth under this Agreement; and for any reasonably foreseeable difficulties, which may arise or be encountered in the execution of the services until fulfillment of this Agreement; and for performance by CONTRACTOR of all its duties and obligations hereunder.

D. Payment shall be made to CONTRACTOR within thirty (30) calendar days upon the receipt by the COUNTY's Auditor Controller of an approved invoice. COUNTY agrees to process all requests for payment by CONTRACTOR within five (5) business days.

XI. FREIGHT ON BOARD PRICES

Equipment is priced Freight on Board (F.O.B.) from the manufacturer's plant. CONTRACTOR will arrange, pre-pay, and invoice COUNTY for insurance and shipping with respect to delivery of the Equipment. CONTRACTOR will provide documentation substantiating such actual insurance and shipping costs with the invoice. If COUNTY has agreed in writing to a shipment date, COUNTY agrees to pay all cancellation, re-stocking, storage and additional transportation fees incurred as a result of failure to accept delivery of the Equipment or Sublicensed Software, except if such failure to accept delivery is a result of the COUNTY examining the Equipment or Sublicensed Software in a timely manner and determining that it is not as contracted for in which case CONTRACTOR agrees to pay such fees.

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XII. HEADINGS NOT CONTROLLING

Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

XIII. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify and hold COUNTY, its elected and appointed officials, officers, directors, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, liabilities, obligations, judgments, causes of actions, costs and expenses (including reasonable attorneys' fees) (together, "claims") which are asserted against COUNTY arising out of or resulting from CONTRACTOR's performance under this Agreement, where such claims are caused by the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, employees or agents, except that CONTRACTOR shall not be obligated to indemnify COUNTY or COUNTY INDEMNITEES to the extent that the claims arose from COUNTY's failure to use the CONTRACTOR'S system in accordance with the Documentation or applicable standards of good clinical practice. CONTRACTOR shall defend against and negotiate for settlement and compromise of the same only upon approval of counsel proposed by CONTRACTOR, which approval shall not unreasonably be withheld or delayed, and provided that any settlement or compromise shall provide for a full release of COUNTY. Notwithstanding the foregoing, CONTRACTOR'S obligation under Subparagraph X, below, shall apply to all third party intellectual property infringement claims, liabilities obligations, judgments, causes of actions, costs and expenses (include reasonable attorneys' fees) asserted against COUNTY arising out of or resulting from the use of the System by COUNTY regardless of CONTRACTOR'S, or its officers', employees' or agents', negligence or misconduct. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence, recklessness, or willful misconduct of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, liabilities, obligations, judgments, causes of actions, costs and expenses (including reasonable attorney's fees) (together "claims") which are asserted against CONTRACTOR arising out of the use of the System by COUNTY (except for claims that fall within the scope of Subparagraph X. below) or resulting from COUNTY's performance under this Agreement where such claims are caused by the negligence, recklessness, or willful misconduct of COUNTY, its officers, employees or agents, except that COUNTY shall not be obligated to indemnify CONTRACTOR, its officers, employees, agents, directors, members, shareholders and/or affiliates if COUNTY has used CONTRACTOR'S system in accordance with the Documentation and applicable standards of good clinical practice. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active

1   negligence, recklessness, or willful misconduct of CONTRACTOR or its officers, employees, agents,

2   directors, members, shareholders and/or affiliates, COUNTY and CONTRACTOR agree that liability

3   will be apportioned as determined by the court. Neither party shall request a jury apportionment.

4   C. Except for Subparagraph X, below, each Party agrees to provide the indemnifying party with

5   written notification of any claim related to this Agreement within ten (10) business days of notice

6   thereof, and in the event the indemnifying party is subsequently named a party to such claim, each party

7   shall cooperate with the indemnifying party in its defense.

8   D. Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase

9   all required insurance at CONTRACTOR's expense, including all endorsements required herein,

10   necessary to satisfy the COUNTY that the insurance provisions of this Agreement have been complied

11   with. CONTRACTOR agrees to keep such insurance coverage in effect during the entire term of this

12   Agreement, and provide Certificates of Insurance and endorsements annually upon renewal to COUNTY

13   during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of

14   CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and

15   conditions as set forth herein for CONTRACTOR.

16   E. CONTRACTOR shall ensure that all subcontractors performing work on behalf of

17   CONTRACTOR pursuant to this agreement shall be covered under CONTRACTOR's insurance as an

18   Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for

19   CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less

20   than the level of coverage required by COUNTY from CONTRACTOR under this agreement. It is the

21   obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and

22   to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance

23   must be maintained by CONTRACTOR through the entirety of this agreement for inspection by

24   COUNTY representative(s) at any reasonable time.

25   F. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of

26   Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by

27   the appropriate line of coverage.

28   G. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of

29   this Agreement, the COUNTY may terminate this Agreement.

30   H. QUALIFIED INSURER

31   1. The policy or policies of insurance must be issued by an insurer with a minimum rating of

32   A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current

33   edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,

34   but not mandatory, that the insurer be licensed to do business in the state of California (California

35   Admitted Carrier).

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2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

3. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence
	$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$20,000,000 per claims made
Technology Errors & Omissions	$1,000,000 per claims made
	$1,000,000 aggregate
Employee Dishonesty	$1,000,000 per occurrence

I. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN AGREEMENT*.

2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

K. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

 1. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.

 2. A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

~~L~~ L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

M. If CONTRACTOR's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims Made" policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following the term of this Agreement.

~~M~~N. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN AGREEMENT*.

~~N~~O. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

~~O~~P. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of this Agreement, upon which COUNTY may suspend or terminate this Agreement.

~~P~~Q. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

~~Q~~R. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

~~R~~S. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

~~S~~T. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement, which increases shall be mutually agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

~~T~~U. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificates of Insurance and endorsements with

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HCA ASR 17-001057   Page 22 of 373

COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

~~U~~ V.   The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

~~V~~W.   SUBMISSION OF INSURANCE DOCUMENTS

    1.   The COI and endorsements shall be provided to COUNTY as follows:

        a.   Prior to the start date of this Agreement.

        b.   Within ten (10) calendar days of expiration date for each policy.

        c.   Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G. of this Paragraph.

    2.   The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this Agreement.

    3.   In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements

~~W~~X.   COUNTY warrants that it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical, professional liability, and property damage. Upon request by CONTRACTOR, COUNTY shall provide evidence of such insurance.

~~X~~Y.   CONTRACTOR warrants that it has authority to grant COUNTY licenses to use the Licensed Software described in this Agreement and that the Licensed Software does not infringe upon or violate any United States patent, copyright, trade secret, trademark or any other proprietary right of any third party.

    1.   In the event of any claim by any third party against the COUNTY with respect to the breach of the foregoing, COUNTY shall within five (5) business days notify CONTRACTOR in writing. Contingent upon such notification, CONTRACTOR agrees to indemnify and save harmless the COUNTY at the expense of CONTRACTOR from and against any and all suits, judgments, costs, damages, losses, claims, demands, actions, causes of actions, proceedings, expenses or liabilities of any nature which were asserted or brought against or incurred by the COUNTY arising from or out of such claim, whether or not such claim is successful. Contingent upon the notification stated herein and upon COUNTY's approval of counsel proposed by CONTRACTOR, which approval shall not unreasonably be withheld or delayed, CONTRACTOR shall defend against and negotiate for settlement or compromise the same; provided, however, that any settlement or compromise shall provide for a full release of COUNTY.

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2. If an injunction is obtained against COUNTY's use of any item of Licensed Software by reason of an infringement described above, or if in CONTRACTOR's reasonable opinion any item of Licensed Software is likely to become the subject of a claim of such infringement, CONTRACTOR will at its option and at its own expense procure the right for COUNTY to continue using the item of Licensed Software which is the subject of the infringement claim, replace or modify such item so that it becomes non-infringing while retaining the full functionality in all material respects or grant COUNTY a refund of all fees paid by the COUNTY for the Licensed Software (depreciated over a five-year, straight line basis) in exchange for termination of any related license and the return of such item of Licensed Software.

3. CONTRACTOR shall not have any obligation to COUNTY under any provision of this Paragraph if the infringement claim is based upon the use of any item of Licensed Software in combination with any software program or equipment, or any part thereof, not furnished or recommended in writing by CONTRACTOR, or the use of Licensed Software in an environment in which its operation was not authorized by CONTRACTOR as of the Effective Date.

4. COUNTY'S rights under this Paragraph constitute its sole and exclusive remedy and CONTRACTOR's sole and exclusive obligations with respect to any infringement of any proprietary rights of any third party claimed by virtue of any use by the COUNTY of the Licensed Software.

XIV. INFORMATION MANAGEMENT TOOLS

A. COUNTY acknowledges and agrees that CONTRACTOR has not represented that the System has the ability to diagnose disease, prescribe treatment or perform other tasks that constitute the practice of medicine or of other professional disciplines. COUNTY acknowledges that CONTRACTOR;

1. Has no control of or responsibility for COUNTY's use of the Content, and

2. Has no liability to any person or institution for any change made to data or information added to Content by COUNTY or any party other than CONTRACTOR.

B. In addition, all Content has been developed and reviewed by CONTRACTOR based upon published data and the experiences of qualified professionals whenever possible; however, it is COUNTY'S responsibility to validate all Content against its standard operating procedures, and all federal, state and local regulations. CONTRACTOR will not be responsible for any errors, misstatements, inaccuracies, or omissions in the Content delivered to COUNTY, although every effort has been made to ensure its quality and accuracy. To the extent CONTRACTOR discovers a material error, misstatement, inaccuracy, or omission in its Content, CONTRACTOR will notify COUNTY through CONTRACTOR's standard notification procedures.

XV. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services,

the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records of CONTRACTOR that are directly pertinent to this Agreement, as necessary to audit and verify CONTRACTOR's charges to COUNTY hereunder. Such persons may at all reasonable times inspect the records.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation provided pursuant to this Agreement, and shall provide the above–mentioned persons adequate office space to conduct such evaluation.

C. AUDIT RESPONSE: If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

XVI. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States State of California, COUNTY, and any other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR within five (5) business days and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided hereunder as any may now exist or be hereafter changed. The cost of compliance with any such laws, rules or regulations will be made free of charge to COUNTY, if made available generally and at no charge to CONTRACTOR's customer base. For federal requirements not made generally available at no charge, the cost of compliance will be prorated among CONTRACTOR's customer base in the United States. If any new requirements apply to COUNTY's state only, the cost of compliance will be prorated among CONTRACTOR's customers in that state for the applicable services. If such requirements apply only to COUNTY's county or municipality, the cost of compliance will be charged to COUNTY, provided however that COUNTY shall provide its approval of any required changes prior to CONTRACTOR's making such changes and incurring any associated fees. With respect to the cost of compliance as described in this Paragraph, the cost will be assessed to COUNTY in the form of a one-time fee. For updates to meet federal and state requirements where CONTRACTOR assesses

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COUNTY fees, CONTRACTOR will provide COUNTY with notice of such fee and documentation citing the applicable laws, rules and/or regulations and requiring such change.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS:

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs XVI.C.1.a., 1.b., 1.c., or 1.d., or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

XVII. LITERATURE AND ADVERTISMENTS

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to

ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on such social media when required by ADMINISTRATOR.

D. Nothing contained herein shall be construed to prohibit CONTRACTOR from showing the COUNTY as a client on CONTRACTOR's client list or from reporting the transaction pursuant to requirements of appropriate government agencies (e.g., the SEC).

XVIII. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for Period One, Period Two, and Period Three are as specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two, and Period Three Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of COUNTY, as specified in the Referenced Contract Provisions of this Agreement.

XIX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and require its contractors to comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Agreement.

C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

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XX. NO HIRE

CONTRACTOR and COUNTY agree that, without the prior consent of the other party, neither will offer employment to or discuss employment with any of the other Parties' associates or employees until one year after this Agreement is terminated, provided the foregoing provision will not prohibit a general non-targeted solicitation of employment in the ordinary course of business or prevent either party from employing any employee who contacts such party at his or her own initiative without any direct or indirect solicitation by or encouragement from such party.

XXI. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Agreement, CONTRACTOR shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between same gender domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from CONTRACTOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE/Disability/Vet or the phrase "an equal opportunity employer/Disability/Vet".

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6.   CONTRACTOR shall give written notice of its commitments under this Nondiscrimination Paragraph to each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding.

B.   SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.   For the purpose of this Nondiscrimination Paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

1.   Denying a client or potential client any service, benefit, or accommodation.

2.   Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.

3.   Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

4.   Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

5.   Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR's and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR , subcontractor, and ADMINISTRATOR.

1.   Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.

2.   Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

D. PERSONS WITH DISABILITIES - CONTRACTOR and/or subcontractor agree to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,

as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents, shall intimidate, coerce, or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Nondiscrimination Paragraph in all subcontracts for the direct performance of services under this Agreement.

XXII. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 45 of this Agreement or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by electronic mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. Either party, including subcontractors, shall notify the other party, in writing, upon becoming aware of any occurrence of a serious nature which may expose either party or any of such other parties to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR or any subcontractors.

D. Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' routine exchange of information and cooperation during the term of the work and services.

E. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

XXIII. **PROTECTIVE EQUIPMENTS**

COUNTY shall supply to CONTRACTOR representatives who work at or visit the COUNTY site the same protective equipment and clothing that COUNTY employees use and wear when operating in the same or comparable environments owned or controlled by the COUNTY.

XXIV. **RECORDS MANAGEMENT AND MAINTENANCE**

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

C. CONTRACTOR shall ensure compliance with requirements applicable to CONTRACTOR pertaining to the privacy and security of personally identifiable information (hereinafter "PII"). CONTRACTOR shall, immediately upon discovery of a Breach of privacy and/or security of PII by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone, email, or facsimile.

D. CONTRACTOR may be required to pay any reasonable costs associated with a Breach of privacy and/or security of PII to the extent such Breach is due to CONTRACTOR's sole fault.

E. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of this Agreement, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

F. CONTRACTOR shall make records available upon request pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

G. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

H. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims respecting this Agreement for a longer term which will be agreed to by the parties.

XXV. **SEVERABILITY**

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

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XXVI. <u>SITE VISITS AND COUNTY CREDITS</u>

COUNTY agrees that CONTRACTOR may bring its prospective Clients to COUNTY's site in order to observe the System in operation. CONTRACTOR will provide to COUNTY details on the site visit process and responsibilities thirty (30) days prior to conducting a site visit. COUNTY agrees to cooperate fully with CONTRACTOR in these site visits and to brief CONTRACTOR personnel in advance as to the substance of opinions and comments COUNTY intends to give with respect to CONTRACTOR and the System. CONTRACTOR and COUNTY will work cooperatively to minimize disruptions at COUNTY's site and to showcase both COUNTY's institution as well as CONTRACTOR and the System in the best possible light. CONTRACTOR will schedule such visits in advance and only at times mutually acceptable to both COUNTY and to CONTRACTOR. In no event shall CONTRACTOR or any prospective client of CONTRACTOR have access to any Confidential Information of COUNTY or any patient information or other private information. A single site visit may include more than one representative from one or more prospective CONTRACTOR clients. For each site visit hosted, COUNTY may receive credits which may be applied (within twenty-four (24) months from the date of certificate issuance) toward a maximum of thirty percent (30%) of the total list price of Licensed Software, or toward the tuition portion of any CONTRACTOR-sponsored education course (to a maximum of fifty percent (50%) of the tuition for learning services) or to professional services. Such credits are not convertible to cash and may only be used toward the license of Licensed Software, to the payment of tuition for education classes, or to professional services as specified above. The site credits may not be applied toward the acquisition of Equipment or Sublicensed Software, or to defray the cost of Maintenance or Support.

XXVII. <u>STATUS OF CONTRACTOR</u>

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

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XXVIII. TERM

The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, each party shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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XXIX. TERMINATION

A. TERMINATION BY COUNTY: COUNTY shall have the right to terminate this Agreement upon written notice to CONTRACTOR upon the occurrence of any of the following events:

1. Contingent Funding

a. Any obligation of COUNTY under this Agreement is contingent upon the following:

1) The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and

2) Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

b. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon one hundred twenty (120) calendar day written notice given CONTRACTOR. COUNTY agrees to provide CONTRACTOR reasonable notice of any changes in funding and to pay CONTRACTOR for any ongoing work being performed by CONTRACTOR through to a reasonable point of termination. COUNTY agrees to return the portion of any products to CONTRACTOR not paid for in full should funding for this initiative be discontinued.

2. Breach of Agreement

a. The failure to comply with any of the material articles, conditions, covenants, or provisions of this Agreement shall be a material breach of this Agreement and shall constitute grounds for termination of this Agreement, provided that in such event of a material breach by CONTRACTOR, COUNTY's ADMINISTRATOR:

1) Shall notify CONTRACTOR in writing of the breach and afford CONTRACTOR:

a) ten (10) calendar days within which to cure the breach before COUNTY will exercise its right to terminate this Agreement, or

b) sixty (60) calendar days within which to cure the breach if such breach is related to an error in the Licensed Software.

b. In the event of a material breach, ADMINISTRATOR may, in its sole discretion and in addition to any other remedies available at law, in equity or otherwise specified in this Agreement, discontinue payment to CONTRACTOR (but CONTRACTOR shall continue to perform its other obligations hereunder) for and during the period in which CONTRACTOR is in breach.

c. In the event of a material breach, ADMINISTRATOR may offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph b., above.

      3. Insolvency

a. CONTRACTOR becomes insolvent or has availed itself of, or has been subjected to by any third party, a proceeding in bankruptcy, in which CONTRACTOR is named debtor and same has not been discharged or terminated within sixty (60) calendar days; and/or

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b. CONTRACTOR liquidates, dissolves, or ceases doing business.

B. TERMINATION BY CONTRACTOR: CONTRACTOR shall have the right to terminate this Agreement upon written notice to COUNTY upon the occurrence of any of the following events:

      1. Breach of Agreement: The failure to comply with any of the material articles, conditions, covenants, or provisions of this Agreement shall be a material breach of this Agreement. In such event of a material breach by COUNTY, CONTRACTOR:

a. Shall afford COUNTY written notice of the breach and such reasonable time as may be necessary (not to exceed sixty (60) calendar days absent CONTRACTOR's written approval) to cure the breach thereafter; and

b. May, in its sole discretion and in addition to any other remedies available at law, in equity or otherwise specified in this Agreement, discontinue services to COUNTY for and during the period in which COUNTY is in breach.

      2. Insolvency: COUNTY becomes insolvent or has availed itself, or has been subjected to by any third party, a proceeding in bankruptcy, in which COUNTY is named debtor and same has not been discharged or terminated within sixty (60) calendar days.

      3. In the event that this Agreement is terminated due to an uncured default of the COUNTY's hereunder, CONTRACTOR may declare all Agreement payments to the end of the COUNTY's then current fiscal year to be due, including any delinquent Agreement payments from prior budget years. In no event shall CONTRACTOR be entitled to the remedy of acceleration of the total Agreement payments due over the term of this Agreement. The parties acknowledge and agree that the limitations set forth above are required by Article 16, §l8 of the California Constitution. Notwithstanding the foregoing, CONTRACTOR may have other rights or civil remedies to seek relief due to the COUNTY's default under this Agreement. Such rights or remedies may include a right to continue the COUNTY's responsibility to perform under this Agreement and sue for payments as they become due.

C. RIGHTS UPON TERMINATION DUE TO MATERIAL BREACH: If this Agreement terminates pursuant to Subparagraph XXIX.A.2., the following shall apply:

      1. COUNTY shall identify all copies of the Licensed Software furnished hereunder.

      2. Within thirty (30) calendar days after receiving notice from COUNTY that the Licensed Software, and any other products provided by CONTRACTOR that COUNTY has not paid for, are

available in a secure location at COUNTY's site for pick-up by CONTRACTOR, CONTRACTOR shall within thirty (30) calendar days refund to COUNTY payments made for the Licensed Software hereunder (depreciated over a five-year straight line basis). COUNTY shall then within thirty (30) calendar days release to CONTRACTOR the materials described above. CONTRACTOR shall be responsible for the costs of removal of such items.

D. ORDERLY TERMINATION:

1. After receipt of a written Notice of Termination by COUNTY or a Notice of Termination by CONTRACTOR, CONTRACTOR shall submit to COUNTY a termination invoice. Such invoice shall be submitted no later than thirty (30) calendar days from the effective date of termination, unless one or more extensions in writing are granted by COUNTY upon request of CONTRACTOR made in writing within such thirty (30) calendar day period or authorized extension thereof. Upon any such termination, COUNTY agrees to pay CONTRACTOR for all products and services delivered or performed prior to termination, which meet the requirements of this Agreement provided, however, that such compensation shall not exceed the total compensation set forth in this Agreement as the total compensation may be reduced by payments already otherwise made and as further reduced by work not terminated.

2. Upon such termination or other expiration of this Agreement, each party shall within thirty (30) calendar days return to the other all papers, materials and other properties and Confidential Information of the other held by each for purposes of execution of this Agreement. In addition, each party will assist the other party in orderly termination of this Agreement and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

E. TERMINATION OF SUPPORT SERVICES: Without affecting COUNTY's termination rights in connection with an uncured material breach by CONTRACTOR, COUNTY may not terminate Support before the end of twelve (12) months after First Productive Use of the applicable Licensed Software, provided however, after such period, COUNTY may terminate Support for any module of Licensed Software currently in place through this Agreement upon ninety (90) calendar days prior written notice to CONTRACTOR. CONTRACTOR may terminate Support for any module of Licensed Software currently in place through this Agreement upon ninety (90) calendar days prior written notice if COUNTY:

1. Fails to install the most current New Release of an item of Licensed Software within twenty-four (24) months of the date CONTRACTOR makes such release generally available to its clients, or

2. Fails to pay invoices and fails to cure such failure within thirty (30) calendar days of written notice from CONTRACTOR, or

3. Fails to upgrade to a current Release if any third-party products which are material to the productive use by the Licensed Software are no longer supported by the third-party suppliers (i.e., if a third-party product upgrade is required by a third-party supplier, CONTRACTOR will extend this

upgrade requirement to COUNTY). CONTRACTOR will have no obligation to provide assistance with problems caused by Equipment or Sublicensed Software failure where COUNTY is not on Maintenance with CONTRACTOR.

F. <u>TERMINATION OF SUPPORT SERVICES FOR TERM LICENSED SOFTWARE FOR COUNTY CONVENIENCE</u>: Without affecting COUNTY's termination rights in connection with an uncured material breach by CONTRACTOR, COUNTY may terminate Support for all of the items of Term Licensed Software under this Agreement, for COUNTY's convenience, any time after the initial twelve (12) months following the Effective Date. Upon such termination, COUNTY may continue to use such Term Licensed Software for the remainder of the license term, but all updates, enhancements, and other support of such Term Licensed Software shall cease as of the termination effective date.

G. <u>TERMINATION OF MAINTENANCE SERVICES</u>: Without affecting COUNTY's termination rights in connection with an uncured material breach by CONTRACTOR, either party may terminate Maintenance upon sixty (60) calendar days prior written notice except as otherwise provided by the supplier. CONTRACTOR shall, however, only terminate Maintenance services in the event that;

1. COUNTY fails to pay invoices for Maintenance and fails to cure such failure within thirty (30) days of written notice thereof, or

2. CONTRACTOR's Third Party Maintenance Suppliers refuse to provide Maintenance to COUNTY due to COUNTY's failure to maintain a specified environment. Such termination of Maintenance shall be effective upon the renewal date. All unpaid charges under this Paragraph shall become immediately due and payable upon such termination.

H. Upon earlier termination of this AGREEMENT, CONTRACTOR's and COUNTY's obligations pursuant to the Payments Paragraph of Exhibit A to this Agreement shall be adjusted to reflect the early termination. The termination or expiration of this Agreement shall not affect in any way the duties that either party owes the other party, pertaining to services provided during the term of this Agreement which would or could extend beyond the date this Agreement terminates or expires.

I. <u>REMEDIES NOT EXCLUSIVE</u>: Except as otherwise expressly provided herein, the right to terminate this Agreement and the other remedies for breach set forth in this Agreement are cumulative as to one another and as to any others provided by law, rather than exclusive; and, except as otherwise expressly provided herein the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.

J. <u>FORCE MAJEURE</u>: Neither party shall be assessed with liquidated damages or held in breach during any delay beyond the time named for the performance of this Agreement caused by an act of God, war, civil disturbance, labor dispute, or other similar cause beyond its reasonable control, provided such party gives the other party written notice of the cause of the delay within ten calendar days of the start of the delay. Notice shall be given in accordance with Paragraph XXII. of this Agreement.

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XXX. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this Agreement.

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XXXI. WARRANTIES

A. EQUIPMENT, SOFTWARE, AND SYSTEM

1. Pass-Through Provisions: CONTRACTOR shall assign and pass through to COUNTY any Equipment and/or Sublicensed Software end-user warranties as set forth by the supplier of such Equipment and/or Sublicensed Software in Exhibit E. CONTRACTOR shall interface directly with said supplier of any Equipment and/or Sublicensed Software in the event of any breach of any such warranty as COUNTY may notify CONTRACTOR.

2. CONTRACTOR's Warranty: CONTRACTOR warrants that, beginning upon the date of First Productive Use and extending during such period as COUNTY is on Support, the Licensed Software will perform in all material respects the functions described in the applicable Product Descriptions or Documentation when operated in accordance with the Documentation and in the environment for which CONTRACTOR designed the Licensed Software to operate.

a. In the event of a breach of this warranty, CONTRACTOR will repair or replace the failing item of Licensed Software so that it does perform in accordance with such warranty.

b. If, however, after repeated efforts (not to exceed three months from the date CONTRACTOR receives written notice from COUNTY concerning the warranty breach), CONTRACTOR is unable to repair or replace the failing item of Licensed Software so that it performs in accordance with such warranty and the failing item of Licensed Software is material to the operation of the entire System, COUNTY may, at CONTRACTOR's expense, return the failing item of Licensed Software and receive a refund of all license fees paid for the item of Licensed Software (calculated on a five year straight line depreciated basis) as well as the System Support fees paid for the item of Licensed Software since the failure was first reported to CONTRACTOR. COUNTY's rights under this Paragraph constitute its sole and exclusive remedy and CONTRACTOR's sole and exclusive obligations with respect to any breach of this warranty.

3. CONTRACTOR Disclaimer of All Other Warranties: The CONTRACTOR warranties contained in this Agreement and the Exhibits hereto extend to and are for the benefit of COUNTY and its permitted successors and assigns only. Unless otherwise provided in this Agreement, including the Exhibits thereto, CONTRACTOR makes no representations or warranties concerning either the Equipment, the Sublicensed Software (or other programs supplied to COUNTY by CONTRACTOR and which are directly licensed to COUNTY by a third party, or which are supplied by a third party to COUNTY), the Licensed Software, the System, subscription services, Maintenance or Support, nor does

CONTRACTOR undertake any further obligations whatsoever. The foregoing warranties are in lieu of, and CONTRACTOR hereby expressly disclaims, all other warranties, both express and implied, including but not limited to the implied warranties of merchantability and of fitness for a particular purpose and non- infringement with respect to any and all products or services (or portions thereof provided hereunder.

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B. Each party represents and warrants that the person executing this Agreement on behalf of and for such party is an authorized agent who has actual authority to bind such party to each and every term, condition and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such actual authority.

XXXII. **WORK PRODUCT**

Title to all Work Product is and will remain the sole and exclusive property of CONTRACTOR. CONTRACTOR may use such Work Product for internal purposes as well as for other clients, so long as CONTRACTOR does not use any Confidential Information belonging to COUNTY. CONTRACTOR hereby grants to COUNTY a non-exclusive, non-transferable license to use the Work Product supplied to COUNTY by CONTRACTOR for COUNTY's own internal purposes and for no other purpose whatsoever.

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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

CERNER CORPORATION

BY: _____   DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____   DATED: _____
    HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____   DATED: _____
    DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

39 of 39
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 39 of 373

EXHIBIT A

TO AGREEMENT FOR PROVISION OF

MAINTENANCE AND SUPPORT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CERNER CORPORATION

JULY 1, 2017 THROUGH JUNE 30, 2020

I. DEFINITIONS

A. The Parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement:

1. <u>Agreement</u> shall mean this Agreement, the signature page, any amendments, Exhibits and Attachments.

2̶ 2. <u>At Risk Amount</u> shall mean the maximum amount of Service Level Credits (SLCs) that CONTRACTOR may allocate to the COUNTY for Service Level Failures (SLFs) in any given month, and is calculated by multiplying that month's actual monthly AMS fee by the risk percentage.

3. <u>Attachment</u> shall mean any document so designated and affixed to and made part of this Agreement or any Exhibit to this Agreement.

3̶ 4. <u>Business Day</u> shall mean Monday through Friday 8am to 5pm Central Standard Time, excluding CONTRACTOR recognized holidays.

5. <u>CONTRACTOR</u> shall mean Cerner Corporation, a Delaware corporation, and its permitted successors and assigns.

4̶6. <u>Confidential Information</u> shall mean all technical, business, financial and other information that is disclosed by either party to the other, whether orally or in writing, all individually-identifiable patient information, information relating to the status of installation or Implementation of the System, the System, Work Product and all non-publicly available information related to CONTRACTOR products, services and/or methodologies. "Confidential Information" will not include any information:

a. That is publicly available through no breach of this Agreement by COUNTY or CONTRACTOR,

b. That is independently developed or was previously known by COUNTY or CONTRACTOR,

c. That is rightfully acquired by COUNTY or CONTRACTOR from a third party who is not in breach of an agreement to keep such information confidential, or

d. That is subject to disclosure pursuant to Paragraph IV. of this Exhibit A.

5̶7. <u>Configuration Change</u> shall mean a requested change to a reference build.

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8. Content means the methodologies, knowledge-based healthcare assessments and clinical pathways, medical vocabularies, third party software rules and alerts, and insights provided by Cerner under this Agreement.

69. COUNTY shall mean the County of Orange, a political subdivision of the State of California.

7   10. Data means all (a) data that is collected, stored, or generated through the use of the Licensed Software and (b) CONTRACTOR-requested data that is not collected, stored, nor generated through the use of any Licensed Software, in each case requested by CONTRACTOR and subsequently transmitted to, or retrieved by CONTRACTOR for storage.

811. Designated Facility shall mean the COUNTY location that will house the host data center and the host Licensed Software identified in Exhibit F of the Agreement.

912. Documentation shall mean the printed and on-line materials that assist COUNTY in using the System. CONTRACTOR and its suppliers reserve the right to modify Documentation to reflect changes in Sublicensed Software and Licensed Software during the life of the Agreement, none of which shall adversely affect the operation or specifications for the System.

1013. Effective Date shall mean the date on which this Agreement becomes effective and is set forth on the Signature Page.

1114. Equipment Operating System Sublicensed Software shall mean the operating system software.

1215. Escrow Agreement shall mean the escrow agreement set forth as Exhibit D.

1316. First Productive Use shall mean with respect to a module of Licensed Software or the entire System, COUNTY's first use of such module or the System, as the case may be, to send patient, health plan or materials information for clinical, financial or operational use, excluding beta, testing or other non-operational use.

1417. Full Time Equivalents (FTE) shall mean the sum of all categories of full time personnel working for the County of Orange, Health Care Agency. Full Time Equivalents are calculated on the basis that two part-time persons equal one full-time person.

1518. Implementation shall mean the process by which the Licensed Software and System are optimized for use in COUNTY's clinical, financial and administrative environment.

16   19. Incident shall mean an unplanned interruption or reduction in quality of a CONTRACTOR production solution or service.

20. Licensed Software shall mean the machine readable forms of specific computer software programs developed by CONTRACTOR and all items of Documentation supplied by CONTRACTOR with respect to the computer software program portion of the Licensed Software. It also includes any New Releases to which COUNTY is entitled under this Agreement, as well as any Content and Computer-Based Training (CBT) computer software developed by CONTRACTOR. Except as provided //

2 of 132
EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057
Page 41 of 373

in Escrow Agreement, "Licensed Software" shall not include source code of any kind, nor shall it include Sublicensed Software or any program licensed to COUNTY by any third party.

~~17~~21. "Lights On" is a reference to a web-based CONTRACTOR module that is used to create benchmarks for system performance across all CONTRACTOR clients and is used for comparative purposes.

~~18~~22. Limited Term Employee shall mean employees of HCA that are not classified as FTEs and are hired for a specific time period and project and who are paid with grant money received by COUNTY specific to the project.

~~19~~23. Maintenance shall mean the services provided to COUNTY for Equipment and Sublicensed Software set forth in Exhibit F to this Agreement. Relevant pass-through provisions regarding specific services may be provided by a Maintenance supplier.

~~20~~24. Material Error shall mean either an error that adversely affects operation of the entire System or that creates a serious loss of functionality important in the daily operation of a single module (e.g., Blood Bank) and for which a work around is not available.

~~21~~ 25. Measurement Period shall mean the first month following the Transition Period and each full month thereafter during the Term.

26. New Release shall mean the distinctly identified (e.g. Release HNAM.2000.XX for CONTRACTOR products), comprehensive collection and packaging of an upgrade or modification to the Licensed Software and supporting Documentation components at a distinct point in time within a product's life cycle that CONTRACTOR makes generally commercially available.

~~22~~27. Payers shall mean entities, including but not limited to, clearinghouses, print facilities and insurance carriers that receive Transactions submitted by Clients through the Transaction Services as identified from time to time by CONTRACTOR.

~~23~~28. Permitted Facility shall mean an entity identified as such in Exhibit F.

~~24~~29. Permitted User or User shall mean authorized employees of COUNTY and its authorized third party contractors and providers which have access to the System and who will have a unique password and sign-on ID.

~~25~~30. Problem shall mean the root cause of one or more existing or potential Incidents.

31. Product Descriptions shall mean the Software Product Descriptions (SPD's) for the System.

~~26~~32. Provider shall mean a member of a healthcare team whose services are billable to at least one Payer or health plan.

~~27~~32. Scope of Use shall mean the limitations on COUNTY's use of the System.

~~28~~ 34. Service Level Agreement (SLA) shall mean the duration CONTRACTOR will have to resolve/update each incident/request that will have penalties associated.

35. Service Level Objective (SLO) shall mean a goal for the duration CONTRACTORT will have to resolve/update each incident/request that will have penalties associated.

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EXHIBIT A

36. SolutionWorks shall mean CONTRACTOR'S level three (3) support organization focused on providing a personal, positive support experience for CONTRACTOR clients; effectively detecting, preventing, responding to, and resolving issues. SolutionWorks provides deep troubleshooting and resolution to complex system issues.

37. Sublicensed Software shall mean all Equipment Operating System Sublicensed Software and Third Party Application Sublicensed Software and/or third party content.

~~29~~38. Submitter ID shall mean a department or facility requiring independent invoices.

~~30~~39. Support shall mean CONTRACTOR's ongoing effort to keep the Licensed Software set forth in Exhibit B, in working order in compliance with the Product Descriptions or to sustain the useful life of the System, including technical services which require contact with COUNTY or its Permitted Users of the System in person, via electronic mail or telephone, in order to help the COUNTY or its Permitted Users resolve a problem that such COUNTY has reported. Support in the Agreement shall also encompass Managed Services, Shared Computing Services, Application Service Providers, Subscriptions, Term Licensed Software and Transaction Services.

~~31~~40. System shall mean the Equipment, Sublicensed Software and Licensed Software which collectively constitute the discrete Integrated Health Management Information System that has the functionality and conforms to the needs of the COUNTY.

~~32~~41. Third Party Application Sublicensed Software shall mean any application software and databases not proprietary to CONTRACTOR.

~~33~~ 42. Ticket shall mean the work requested by COUNTY for CONTRACTOR to troubleshoot and repair, or add configuration changes to the productions solutions.

43. Transactions shall mean transactions submitted by Client for the Transaction Services, whether or not a Payer accepts or favorably adjudicates such transactions

~~34~~ 44. Transition Period shall mean the period of time required to transition AMS from COUNTY'S current supplier to CONTRACTOR. The Transition Period is up to three (3) months from the initial transition event. COUNTY agrees that it will direct its current supplier to cooperate in good faith with CONTRACTOR and provide all information and assistance necessary for CONTRACT to complete the transition.

45. Work Product shall mean any customized or custom computer software programs, Documentation, techniques, methodologies, inventions, analysis, frameworks, software, or procedures developed, conceived or introduced by CONTRACTOR in the course of or as the result of CONTRACTOR performing professional services, installation services, Implementation services, issue resolution or other Support services, whether acting alone or in conjunction with COUNTY or its employees, affiliates or others.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Definitions Paragraph of this Exhibit A to the Agreement.

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II. PATENT / COPYRIGHT MATERIALS

Unless otherwise expressly provided in this Agreement, CONTRACTOR shall be solely responsible for clearing or securing the right to use any patented or copyrighted materials included in the Licensed Software supplied by or through CONTRACTOR in the performance of this Agreement.

III. TITLE OF DATA

All materials, documents, Data, source code for data structures, or information obtained from COUNTY data files or any COUNTY medium furnished to CONTRACTOR in the performance of this Agreement will at all times remain the property of COUNTY. Such Data or information may not be used or copied for direct or indirect use by CONTRACTOR after completion or termination of this Agreement. All materials, documents, Data, or information, including copies, must be returned to COUNTY at the end of this Agreement.

IV. CALIFORNIA PUBLIC RECORDS ACT

A. Agreements and their derivative materials may be subject to public disclosure pursuant to the California Public Records Act. Specifically, since agreements and their contents become the exclusive property of COUNTY, they may be considered a matter of public record and may be regarded as public records. Certain exceptions may be those elements of each agreement, which are denoted trade secrets as that term is defined in California Government Code Section 6254.7 and which are so marked as "Trade Secret," "Confidential" or "Proprietary." If it is necessary to include proprietary/trade secret information in any of CONTRACTOR's documents, COUNTY recommends that CONTRACTOR clearly and prominently mark the information it believes falls into this category. COUNTY is not the owner of the trade secret, nor the agent or employee of CONTRACTOR, and therefore cannot refuse to disclose the information requested under a Public Record Act request.

B. In the event of a request for such records, COUNTY shall notify CONTRACTOR within forty eight (48) hours if disclosure is requested of the designated property/trade secret information, in order to permit CONTRACTOR to seek a court order, or other relief it deems necessary to prevent disclosure.

V. PAYMENTS

A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for the Services described in this Exhibit A, and in Exhibits B and F of this Agreement, which amount shall be inclusive of applicable sales tax, COUNTY shall pay CONTRACTOR monthly in arrears; provided, however, that the total of such payments shall not exceed the COUNTY's Maximum Obligation per period. The actual monthly amount paid to CONTRACTOR shall be determined by the Equipment, Licensed Software, and Sublicensed Software inventories set forth in Exhibits B and F of this Agreement, which may be amended, in writing, by mutual agreement of the Parties.

1. The Parties agree to pay CONTRACTOR as follows:

EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.doc   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 44 of 373

a. Period One

1) Licensed Software Support; $1,~~274,390~~268,584.74. Of this funding, $146,~~245~~244.96 is for any unanticipated maintenance and support service related needs not necessarily identified as Licensed Software Support items that may become necessary such as equipment, additional staff hours, and associated travel and lodging, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement.

2) Equipment Maintenance; $112,~~577.~~ 576.60. Of this funding, $10,000 is for any unanticipated maintenance and support service related needs not necessarily identified as Equipment Maintenance items that may become necessary such as equipment, additional staff hours, and associated travel and lodging, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement.

3) Subscription Services; $~~53,400~~62,699.88.

4) Application Services Provider (ASP) and Shared Computing Services; $85,680.

5) Managed Services and Application Management Services; $296,870.28.

6) Transaction Services; $35,560.

7) Sublicensed Software Maintenance; $524,~~387~~386.84. Of this funding, $28,600 is for any unanticipated maintenance and support service related needs not necessarily identified as Sublicensed Software Maintenance items that may become necessary such as equipment, additional staff hours, and associated travel and lodging, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement.

8) Term Licensed Software~~; $67,417~~ and Support; $58,117.27.

b. Period Two

1) Licensed Software One-Time Fees; $39,600 which is invoiced at First Amendment Effective date.

2) Managed Services One Time Fees; $172,500 which is invoiced at First Amendment Effective date.

3) Equipment One Time Fees; $749,276.12 which is inclusive of shipment fees and tax and is invoiced at First Amendment Effective date.

4) Sublicensed Software One Time Fees; $331,893.58 which is inclusive of tax and is invoiced at First Amendment Effective date.

5) Shared Computing Services One Time Fees; $25,000 which is invoiced at First Amendment Effective date.

6) Licensed Software Support; $1,~~274,390~~337,478.34. Of this funding, $146,~~245~~244.96 is for any unanticipated maintenance and support service related needs not necessarily identified as Licensed Software Support items that may become necessary such as equipment, additional staff hours, and associated travel and lodging, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement.

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HCA ASR 17-001057

~~2~~7) Equipment Maintenance; $~~112,577.~~ 227,196.86. New equipment comes standard with either thirty six (36) or sixty (60) months of maintenance included and is invoiced at First Amendment Effective date.

a. Of this funding, $10,000 is for any unanticipated maintenance and support service related needs not necessarily identified as Equipment Maintenance items that may become necessary such as equipment, additional staff hours, and associated travel and lodging, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement.

~~3~~ b. Of this funding, $110,031.10 which is inclusive of tax and is an advance payment for the maintenance of equipment identified in Subparagraph I.G.2 of Exhibit F to the Agreement. The table Pre-Paid Equipment Maintenance Fee Schedule in Subparagraph I.G.2 of Exhibit F to the Agreement identifies the pre-paid maintenance term for each piece of equipment.

8) Subscription Services; $~~53,400~~66,269.88.

~~4~~9) Application Services Provider (ASP) and Shared Computing Services; $~~85,680~~100,123.

~~5~~10) Managed Services~~; $296,870~~ and Application Management Services; $789,076.09.

~~6) Transaction Services; $35,560~~

~~7~~11) Transaction Services; $35,560

12) Sublicensed Software Maintenance; $~~524,387~~666,455.92. Of this funding, $28,600 is for any unanticipated maintenance and support service related needs not necessarily identified as Sublicensed Software Maintenance items that may become necessary such as equipment, additional staff hours, and associated travel and lodging, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement.

~~8~~13) Term Licensed Software~~; $67,417~~ and Support; $58,117.27.

14) Professional Services; $706,637 which is inclusive of all travel costs and is invoiced at First Amendment Effective date. Professional Services include $20,000 for lab consulting or training.

c. Period Three

1) Licensed Software Support; $1,~~274,390~~344,175.20. Of this funding, $146,~~245~~244.96 is for any unanticipated maintenance and support service related needs not necessarily identified as Licensed Software Support items that may become necessary such as equipment, additional staff hours, and associated travel and lodging, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement.

2) Equipment Maintenance; $~~112,577~~41,185.96. Of this funding, $10,000 is for any unanticipated maintenance and support service related needs not necessarily identified as Equipment Maintenance items that may become necessary such as equipment, additional staff hours, and associated

EXHIBIT A
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travel and lodging, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement.

      3) Subscription Services; $~~53,400~~67,439.88.

      4) Application Services Provider (ASP) and Shared Computing Services; $~~85,680~~101,436.

      5) Managed Services~~; $296,870~~

~~6)~~ Transaction and Application Management Services; $~~35,560~~860,810.28.

      6) Transaction Services; $35,560

      7) Sublicensed Software Maintenance; $~~524,387~~578,319.46. Of this funding, $28,600 is for any unanticipated maintenance and support service related needs not necessarily identified as Sublicensed Software Maintenance items that may become necessary such as equipment, additional staff hours, and associated travel and lodging, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement.

      8) Term Licensed Software~~; $67,417~~ and Support; $58,117.27.

2. The above listed amounts and the inventories set forth in Exhibits B and F of the Agreement may be amended, in writing, by mutual agreement of the Parties as necessary throughout the term of the Agreement ~~based upon amendment, in writing, by mutual agreement of the Parties, of the inventories set forth in Exhibits B and F of the Agreement.~~.

3. The amounts referenced in Subparagraph V.A.1. above, shall be deemed payment in full for Support Services and Maintenance fees for all Equipment, Sublicensed Software, Licensed Software, Subscriptions, Term Licensed Software and Support, Shared Computing Services, Managed Services, Application Management Services, Application Service Providers, ~~and~~ Transaction Services, and Professional Services purchased through CONTRACTOR and in First Productive Use as of the date of execution and/or amendment through the termination date, ~~as such dates are identified in the Referenced Contract Provisions Paragraph~~ of the Agreement.

4. Both parties agree that should COUNTY receive any computer software purchased from CONTRACTOR and/or CONTRACTOR's Subsidiaries electronically, these transactions are sales tax exempt under California Code Regulation 1502 (f) (1) (D).

5. Term shall not begin for FHIR or EPCS monthly fees until Project Kickoff. COUNTY shall not be invoiced for these fees until thirty (30) calendar days after Project Kickoff.

B. PAYMENT METHOD

1. CONTRACTOR shall submit a single invoice per month, in arrears, per category as follows: Licensed Software Support, Equipment Maintenance, Subscription Services, Application Services Provider (ASP) and Shared Computing Services, Managed Services, Application Management Services, Transaction Services (with the exception of any overage charges that may apply), Sublicensed Software Maintenance, and Term Licensed Software.

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2. COUNTY shall pay CONTRACTOR upon receipt of a properly completed invoice, in arrears, within thirty (30) calendar days following the end of each coverage month. CONTRACTOR'S billings shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

C. All billings to COUNTY shall be supported, at CONTRACTOR'S facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statement, canceled checks, receipts, receiving records, and records of service provided.

D. ADMINISTRATOR may withhold or delay any payment due CONTRACTOR if CONTRACTOR fails to comply with any material provision of this Agreement; provided, however, CONTRACTOR has been given written notice of the alleged breach and has failed to cure the alleged breach within thirty (30) calendar days.

E. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under this Agreement.

F. CONTRACTOR shall be responsible for providing acceptable invoices to ADMINISTRATOR for payment and obtaining prior approvals as required herein. Incomplete or incorrect invoices shall be #

returned to CONTRACTOR for correction. Documentation, including but not limited to copies of receipts, shall be required by ADMINISTRATOR along with the supporting invoices.

G. COUNTY shall pay all Equipment, Licensed Software, Sublicensed Software and Support Services monthly Maintenance and Support fees for each prospective year, beginning July 1 of each year, in which the Agreement shall be in effect, after the parties review and mutually agree, in writing, on the Equipment, Licensed Software, Sublicensed Software and Support Services inventory for which Support and Maintenance will be provided in the next fiscal year, including the costs of said Support and Maintenance, from July 1 and extending through June 30. The Parties agree that costs associated with the purchase of additional equipment, licensed software, sublicensed and/or software Support Services, and corresponding maintenance, may be included in the inventory to be authorized and expended at sole discretion of ADMINISTRATOR, as referenced in Subparagraphs V.A.1.a.1., V.A.1.a.2., V.A.1.a.7., V.A.1.b.16., V.A.1.b.7.a., V.A.1.b.7.b., V.A.1.c.1., V.A.1.c.2., V.A.1.c.7., and V.A.2.

H. ADVANCE

1. COUNTY, at its sole discretion, has agreed to advance CONTRACTOR a sum not to exceed $706,637 for professional services and travel specified in section XII of this Exhibit A. At sole discretion of ADMINISTRATOR, advance payments for professional services and travel, until used, may be deducted from any payment to CONTRACTOR throughout the remaining term of this Agreement, or future agreements with CONTRACTOR, in an amount not to exceed the total of outstanding advances. In the event of early termination of this Agreement, the unpaid balance of the advance for professional services and travel shall be immediately due and payable to COUNTY by CONTRACTOR.

2. COUNTY has also agreed to prepay CONTRACTOR a sum of $110,031.10 for maintenance

under this Agreement. The prepaid maintenance term shall commence upon Equipment shipment and extend past the expiration date of this Agreement as referenced in Exhibit F of this Agreement.

I.   COUNTY acknowledges and agrees that CONTRACTOR may assign its interest in or otherwise grant a security interest in payments due pursuant to this Agreement in whole or in part to an assignee. COUNTY shall acknowledge every such assignment or granting of a security interest as shall be designated by written notice given by CONTRACTOR to COUNTY. CONTRACTOR will continue to perform its obligations under this Agreement to COUNTY following such assignment or granting of a security interest.

VI. REPORTS AND MEETINGS

A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's activities as they relate to the Agreement. ADMINISTRATOR will be specific as to the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

B. In order to implement the requirement above, COUNTY's Project Director, ADMINISTRATOR, and CONTRACTOR's Project Director will meet periodically at COUNTY's offices on reasonable notice to discuss each party's performance and progress under this Agreement. If requested, CONTRACTOR's Project Director and other project personnel shall attend all such meetings. Each party shall provide such information that is requested by the other party for the purpose of monitoring progress under this Agreement.

VII. RESPONSIBILITY OF CONTRACTOR

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement and in accordance with this Agreement.

B. CONTRACTOR shall provide services and other relevant documents necessary to complete the services and fulfill the requirements as set forth within this Agreement.

C. CONTRACTOR and COUNTY will make commercially reasonable efforts to make sure that all persons employed by either party have satisfactory qualifications indicating their ability to accept the kind of responsibility anticipated in the type of work and services set forth hereunder.

VIII. SERVICES

A. CONTRACTOR shall provide Maintenance and Support Services as described in this Exhibit A, and Exhibits B and F to the Agreement, and COUNTY shall reimburse CONTRACTOR for said Maintenance and Support Services as outlined in Paragraph V. of this Exhibit A to the Agreement.

10 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.doc   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 49 of 373

B. Both parties agree that COUNTY shall no longer purchase maintenance on certain Hewlett Packard ('HP') Equipment and Sublicensed Software supporting the System through CONTRACTOR and that CONTRACTOR shall continue to support all other contracted Equipment, Licensed Software and Sublicensed Software at levels specified in this Agreement. If COUNTY experiences issues with any CONTRACTOR software after loading HP code releases or patches, CONTRACTOR agrees to provide support to COUNTY; provided, however, that if the issue is found to be related to HP Equipment or Sublicensed Software, COUNTY shall reimburse CONTRACTOR as mutually agreed upon by both parties. If this issue is found to be related to CONTRACTOR's Licensed Software or Sublicensed Software Supported or Maintained directly by CONTRACTOR, then there shall be no additional charge to COUNTY for the Support or Maintenance. CONTRACTOR shall continue to test and validate all software patches, releases, and updates released by HP related to CONTRACTOR supported Licensed Software and Sublicensed Software and provide recommendations to COUNTY for any necessary installations. COUNTY will not load any software patches and/or perform any HP equipment upgrades or replacements without prior written concurrence and approval from CONTRACTOR. HP may release software patches, releases and updates on an ongoing basis as part of HP's normal product lifecycle management and provide recommendations to COUNTY regarding installation of such patches, releases and updates in accordance with generally accepted industry standards.

C. LICENSED SOFTWARE SUPPORT:

1. Support for the Licensed Software shall consist of preventative maintenance, remedial maintenance and correction of defects with respect to the Licensed Software during the period for which COUNTY pays for Support and shall continue until terminated as provided in the Agreement. CONTRACTOR shall provide qualified trained service personnel for performing Support bug fixes and software replacement services in the event of Licensed Software failure. CONTRACTOR shall respond pursuant to the procedures regarding reported problems in Paragraph IX. of this Exhibit A to the Agreement to prioritize and categorize System Maintenance and Support. CONTRACTOR shall maintain and, upon request of COUNTY, furnish COUNTY with a written malfunction incident report as provided for in Paragraph IX. of this Exhibit A to the Agreement. In the event of the occurrence of any critical problem of the type described in Paragraph IX. of this Exhibit A to the Agreement, which is not resolved within twenty four (24) hours, COUNTY may require that CONTRACTOR provide on-site technical support personnel at no additional cost; provided, however, that CONTRACTOR shall not be obligated to provide such on-site technical support if it can demonstrate to COUNTY, in COUNTY's reasonable discretion, that such on-site technical support is not necessary or would not help to resolve such critical problem.

2. Support Fees: In the event that COUNTY's Scope of Use count increases, based upon mutual agreement of the Parties, during the term of the Agreement (notwithstanding the terms of Paragraph G. of Exhibit B to the Agreement) in an amount that exceeds the current Scope of Use limits

1 outlined in Paragraph C. of Exhibit B to this Agreement, this count increase, in addition to any other
2 increased costs, shall become the new base line figures which may increase the total costs of Support
3 Fees, provided that COUNTY has paid CONTRACTOR the applicable Scope of Use expansion fees.

4   3. <u>New Releases</u>: CONTRACTOR shall furnish COUNTY with New Releases of the Licensed
5 Software so long as COUNTY remains on Support. The New Release shall be offered to the COUNTY
6 in written form (CD) or in electronic form through cerner.com not later than the first date the New
7 Release is available for sale or use by any other commercial customer of CONTRACTOR. Except as set
8 forth in Subparagraph XXIX.F. of the Agreement, COUNTY shall have no obligation to implement any
9 New Release. The obligation of CONTRACTOR under this Paragraph to provide notice to COUNTY of
10 the existence and availability of any New Release is not contingent or dependent upon COUNTY's
11 purchase of Support at any time during the New Release. All New Releases made by CONTRACTOR
12 during the Support period shall be developed so that the New Releases are fully compatible with the then
13 existing Licensed Software, as well as any previously installed New Releases. At the time it delivers and
14 commences the installation of any New Release, CONTRACTOR shall also deliver the revised
15 Documentation. The price of each New Release is included in the Support fee, but does not include
16 additional Equipment or CONTRACTOR Implementation services related thereto.

17   D. ADDITIONAL SERVICES: CONTRACTOR shall charge COUNTY for any such additional
18 services or assistance. If COUNTY requests such additional services, CONTRACTOR shall inform
19 COUNTY that the services requested constitute additional services. Upon written approval by COUNTY
20 in the form of an amendment to this Agreement, CONTRACTOR shall provide the requested service at
21 an amount mutually agreed upon by both Parties.

22   E. SOFTWARE LICENSE:

23   1. <u>License Grant</u>**:** Subject to the terms and conditions of this Agreement, CONTRACTOR
24 grants to COUNTY a non-exclusive, non-transferable, fully paid, irrevocable and perpetual license to use
25 the Licensed Software solely as specified in this Agreement. This license shall include all New Releases
26 to the Licensed Software provided pursuant to the terms of this Paragraph VIII.E.1. of this Exhibit A to
27 ~~#~~

28 the Agreement and Subparagraph XXIX.F. of the Agreement hereby and shall apply to the Permitted
29 Facilities, and all Permitted Users of the Permitted Facilities.

30   2. <u>Scope of Use:</u>

31   a. Permitted Users may use the Licensed Software solely in accordance with the Scope of
32 Use specifications defined in Exhibit B. COUNTY may subsequently expand its Scope of Use and
33 number of Permitted Users by paying CONTRACTOR's fee as set forth in Exhibit B for expansion of
34 COUNTY's Scope of Use pursuant to the forms and procedures set forth in Exhibit B.

35   b. CONTRACTOR shall provide COUNTY with a copy of the Licensed Software.
36 COUNTY shall have the right to make sufficient back-up and archival copies to support its permitted use
37 of the Licensed Software, provided that the intellectual property contained in such copies shall remain

the property of CONTRACTOR. No right to use, print, copy, modify, create derivative works of, adapt, translate, distribute, disclose, decompile or reverse engineer the Licensed Software is granted, except as expressly set forth in this Agreement. CONTRACTOR hereby reserves all rights not expressly granted hereunder.

c.   The Licensed Software shall reside at the Designated Facility, or, upon written notice to CONTRACTOR, COUNTY's designated data processing location which shall become a Designated Facility upon such notice. COUNTY may, upon advance written notice to CONTRACTOR, permanently move the Licensed Software to a different data processing location under the control of COUNTY. COUNTY shall not outsource its operation of the Licensed Software to any third party without CONTRACTOR's prior written consent.

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3.   Sublicense Grant: Subject to the terms and conditions of this Agreement, CONTRACTOR grants to COUNTY a non-exclusive, non-transferable sublicense to use the Sublicensed Software on the terms and conditions which are set forth for end-users in the underlying license granted to CONTRACTOR by the Sublicensed Software supplier. If execution by COUNTY of a separate sublicense agreement is required by a Sublicensed Software supplier, CONTRACTOR shall so inform COUNTY. In such case, COUNTY shall either execute same or be denied access to that portion of the Sublicensed Software.   If COUNTY declines to execute the supplier's sublicense agreement, CONTRACTOR shall assist COUNTY in negotiating changes to the standard terms. CONTRACTOR shall have no responsibility for any impairment to Equipment, Sublicensed Software or Licensed Software functionality, reliability or performance occasioned by the absence of such item of Sublicensed Software until such sublicense has been obtained and, if necessary, executed by COUNTY. CONTRACTOR has recommended the use of such Equipment and Sublicensed Software in connection with the System and represents that the Equipment and Sublicensed Software will operate properly within (i.e., be integrated to work with) the System. CONTRACTOR does not make any warranties or guarantees regarding functionality, reliability or performance of the Equipment and/or Sublicensed Software. In the event of any warranty, claim or support relating to any Equipment or Sublicensed Software, CONTRACTOR shall interface with the manufacturer of the Equipment or licensor of such Sublicensed Software to obtain all necessary support or remedies available pursuant to applicable warranties from the manufacturer or licensor or CONTRACTOR's support obligations hereunder.

F.   SOFTWARE OWNERSHIP

1.   Intellectual Property Rights:

a.   COUNTY acknowledges that the Licensed Software is Confidential Information of and proprietary to CONTRACTOR, and all rights and patents, copyrights, trade secrets, and trademarks existing in respect of the Licensed Software are retained by CONTRACTOR. In respect to the operation, maintenance and enhancement, if any, to the System, COUNTY will take all reasonable steps to maintain CONTRACTOR's rights in the Software, at least to the same extent COUNTY takes with

13 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 52 of 373

respect to the protection of its own Confidential Information and proprietary software, which steps shall consist of those set forth below in this Paragraph. COUNTY also agrees that it will not sell, transfer, publish, display, dispose or make the Licensed Software (or any copies of the Licensed Software) available to third parties, except that:

1) Nothing contained herein limits, conditions, or constrains in any respect the right and the ability of COUNTY to disseminate, publish, disclose, sell, or otherwise make available to any party the Data collected by the System or reports of such Data generated by COUNTY using the Licensed Software, in whole or in part: and

2) COUNTY may disclose the Licensed Software to any consultant, independent contractor, provider, or other third party retained by the COUNTY in connection with the use or operation of the Licensed Software provided, however, that in such event the COUNTY shall obtain the written agreement of the consultant, independent contractor, provider, or other third party to whom any such disclosure is made, not to disclose any such information to third parties, copy of any such information, or use any such information for any commercial purpose other than the satisfaction of contractual obligations of such parties to COUNTY, and the written agreement to take reasonable steps to protect the proprietary interest of CONTRACTOR in Licensed Software, consistent with the obligations of the COUNTY set forth herein. The obligations of COUNTY herein do not extend or apply to any information or Data comprising all or part of the Licensed Software which is in the public domain, by reason of any acts, activities or failures to act which are not a direct result of action or inaction by COUNTY.

b. In connection with the statement above that COUNTY may disclose the Licensed Software to certain consultant, independent contractor, provider, or other third parties under the circumstances described in that statement, COUNTY agrees that:

1) Prior to complying, COUNTY shall notify CONTRACTOR to the extent reasonably practicable if COUNTY determines that the law or an order of a court or other government agency requires a non-permitted disclosure or use of the Licensed Software;

2) COUNTY shall maintain written records of the number and location of all copies of the Licensed Software;

3) COUNTY shall reproduce (and refrain from removing or destroying) all copyright and proprietary rights notices that are placed upon or within the Licensed Software;

4) COUNTY shall erase or otherwise destroy, prior to disposing of media, all portions of the Licensed Software contained on such media; and

5) COUNTY shall notify CONTRACTOR within five (5) business days in writing upon learning of any unauthorized disclosure or use of the Licensed Software, and cooperate fully with CONTRACTOR, within five (5) business days, to cure any unauthorized disclosure or use of the Licensed Software.

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2. <u>Possession and Use of Source Code</u>: If Source Code is obtained by COUNTY under the provisions of Subparagraph VIII.F.4. below, such Source Code shall remain subject to every license restriction, proprietary rights protection, and other COUNTY obligations specified in this Agreement. COUNTY may use Source Code for the sole purpose of supporting its use of the Licensed Software as expressly permitted under this Agreement, and for no other purpose whatsoever. When Source Code resides in a central processing unit, COUNTY shall limit access to its authorized employees who have a need to know in order to support the Licensed Software. COUNTY shall at all times implement strict access security measures in order to prevent unauthorized disclosure, use, or removal of Source Code. COUNTY also agrees that all persons with access to the Source Code shall execute confidentiality agreements consistent with the obligations of COUNTY hereunder.

3. Software Ownership:

a. COUNTY will not decompile or disassemble any Licensed Software provided under this Agreement. COUNTY will make and maintain copies of the Licensed Software for archiving, disaster recovery, backup, fault tolerance, and parallel processing procedures of the Licensed Software and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original.

b. If COUNTY's computers on which any item of Licensed Software is licensed become temporarily unavailable, use and license of such software may be temporarily transferred to an alternative COUNTY computer.

c. This Agreement does not transfer to COUNTY title to any intellectual property contained in any Licensed Software, Documentation or proprietary information. Documentation licensed hereunder does not include any materials designed for or used in the Maintenance of Equipment. The COUNTY shall take all reasonable precautions to safeguard the Licensed Software, manuals, documents, and media and to use its commercially reasonable best efforts not to make available the Licensed Software in any form to any third party, except for COUNTY employees, consultants, independent contractors, providers or other third parties under contract with COUNTY directly concerned with COUNTY's licensed use of the System, subject to the conditions set forth in Subparagraph VIII.F.1., above.

4. <u>Source Code Escrow</u>:

a. CONTRACTOR hereby agrees to deposit, at its sole expense, the Licensed Software, in source code form (the "Source Code"), into escrow pursuant to the terms of that certain High Technology Escrow Agreement (the "Source Code Escrow Agreement") dated January l, 1996, between CONTRACTOR and U.S. Bank (the "Escrow Agent") in the form attached hereto as Exhibit D. The Escrow Agent shall be required pursuant to the terms of the Source Code Escrow Agreement and this Paragraph, to deliver a copy of the Source Code to COUNTY in the event that any of the following conditions ("Release Conditions") occur:

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EXHIBIT A

1) CONTRACTOR fails to meet any of its material Support obligations hereunder and fails to cure such failure with thirty (30) calendar days of written notice thereof COUNTY;

2) CONTRACTOR fails to provide a New Release or version of any Licensed Software module adding new functionality or significantly improving existing functionality within thirty six (36) months of the previous New Release or version;

3) CONTRACTOR becomes insolvent or has availed itself of, or has been subjected to by any third party, a proceeding in bankruptcy in which CONTRACTOR is named debtor and the same has not been discharged or terminated within sixty (60) calendar days; or

4) CONTRACTOR liquidates, dissolves or ceases to conduct business and has not assigned its obligations hereunder to a permitted successor, in accordance with the terms of this Agreement. Escrow Agent shall recognize the occurrence of any of the Release Conditions as circumstances under which the Escrowed Property shall be delivered to COUNTY in accordance with terms of Section 7 of the High Technology Escrow Agreement.

b. CONTRACTOR will deliver the Escrow Agent a new copy of all Source Code, including the Source Code for any New Release, no less than once every year without COUNTY's request to do so. In the event that a Release Condition occurs and, at such time, CONTRACTOR has issued a New Release but has not deposited the Source Code for such New Release with the Escrow Agent, CONTRACTOR shall, upon COUNTY's request, within five (5) business days deliver a copy of the Source Code for such New Release to COUNTY. In the event the Source Code or any part of it is destroyed or corrupted after entering into the possession of COUNTY, upon COUNTY's request, CONTRACTOR shall provide a replacement copy of the Source Code within thirty (30) calendar days of receipt of COUNTY's written request.

G. EQUIPMENT AND SUBLICENSED SOFTWARE MAINTENANCE:

1. CONTRACTOR Maintenance: So long as COUNTY has purchased the Equipment from a CONTRACTOR certified hardware vendor, CONTRACTOR shall provide Maintenance to COUNTY for such Equipment and Equipment Operating System Sublicensed Software. Such Maintenance shall be at the option of COUNTY and shall become effective immediately upon the later of;

a. The expiration of any applicable warranty, or

b. The earlier of;

1) Installation, or

2) Thirty (30) calendar days after shipment

unless COUNTY notifies CONTRACTOR in writing prior to the installation of the Equipment or Sublicensed Software that COUNTY does not wish to acquire Maintenance service from CONTRACTOR. CONTRACTOR may subcontract all or part of its performance under this paragraph to a third party maintenance vendor.

2. Maintenance Services are:

a. Detection of defects in the Equipment;

b.   Testing to determine whether the Licensed Software will operate on the Equipment and with the Equipment Operating System Sublicensed Software in accordance with the warranties specified in this Agreement;

c.   Delivery of all new versions of Equipment Operating System Sublicensed Software that CONTRACTOR is entitled to make available to its clients;

d.   COUNTY's right to receive revisions, patches, modifications, updates, or other fixes of the Equipment Operating System Sublicensed Software;

e.   Remedial Maintenance of the Equipment; and

f.   Field change orders; and

g.   Such other Maintenance as is specifically required in this Agreement.

3.   Maintenance does not include any services other than those services identified above. Unless otherwise provided, COUNTY shall receive Maintenance services from CONTRACTOR by contacting the same Immediate Response Center and service center through which COUNTY receives Support for the Licensed Software. COUNTY understands that Maintenance does not include any services for Equipment or Equipment Operating System Sublicensed Software that are not specifically identified in this Paragraph.

4.   COUNTY understands that with respect to the Equipment and Equipment Operating System Sublicensed Software, CONTRACTOR shall be responsible for detecting defects, identifying the source of a defect and verifying that the Licensed Software is not the source of the defect. CONTRACTOR and its suppliers shall be further responsible for correcting any problems which can be cured through the above-specified Maintenance services. With respect to the Equipment and Sublicensed Software, additional maintenance services are (unless otherwise covered as "Support" or "Maintenance" services which COUNTY is entitled to receive):

a.   Developing a solution, workaround or managing activities related to system issues where problem determination has concluded that the issue does not reside within the Licensed Software;

b.   Resolving a system issue which resides in the Sublicensed Software or Equipment which is not resolved through the above specified Maintenance; and

c.   Those problems which require skills other than those necessary to provide Licensed Software Support services to resolve the problem (e.g., managing COUNTY's disk space, extending COUNTY's Oracle database, recovering files caused by a disk drive failure, clearing Oracle archive files, or correcting general system problems caused by an equipment or sublicensed software outage). If COUNTY has not purchased the requisite additional maintenance services (to the extent not otherwise covered as "Support" or "Maintenance" services which COUNTY is entitled to receive), then CONTRACTOR shall have the right to bill COUNTY, at CONTRACTOR's then current rates, for the services performed with respect to such additional maintenance services.

5.   COUNTY may, at its option, elect to purchase additional maintenance services for the Equipment or Sublicensed Software not included above. The services and fees for such additional

Equipment and Sublicensed Software additional maintenance services may be set forth in a separate contract.

6. To facilitate the provision of Maintenance and additional maintenance services for Equipment and Sublicensed Software, it is recommended that COUNTY have a twenty four (24) hours a day, seven (7) days a week infrastructure to address internal System additional maintenance requirements.

7. Maintenance Fees: CONTRACTOR may increase Maintenance fees concurrent with increases assessed by the manufacturers or suppliers of any Maintenance services in an amount equal to the percentage increases in Maintenance services affected by the manufacturers or suppliers. Should a manufacturer or supplier decrease the price of Maintenance, CONTRACTOR shall decrease the fees charged to COUNTY by an equal percentage. CONTRACTOR shall notify COUNTY in advance and in writing of such changes, increases or decreases, which may be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement. as referenced in Subparagraphs V.A.1.a.16., V.A.1.a.7.a), V.A.1.a.12., V.A.1.b.1., V.A.1.b.2., V.A.1.b.7., V.A.1.c.1., V.A.1.c.2., V.A.1.c.7., and V.A.2.

8. Maintenance Period and Renewals: COUNTY shall purchase Maintenance services on an annual basis. Maintenance shall be renewable annually on the supplier's normal renewal date, or as otherwise specified by the supplier. CONTRACTOR shall provide notice of Maintenance renewal to COUNTY, and Maintenance shall be renewed accordingly unless COUNTY notifies CONTRACTOR to the contrary in writing.

H. BH and PH EHR - CONTRACTOR and COUNTY agree to provide applicable Management Services, Maintenance, and Support related to the terms and conditions of the BH and PH EHR as outlined:

1. Patient Portal/HealtheLife - The Application Services include a non-exclusive, non-transferable license to the software component PY-27580-PKG CONTRACTOR Patient Portal.

    a. Project Scope - CONTRACTOR's Application Services include the following:

        1) Secure hosting in CONTRACTOR's N+1 Technology Center

        2) Hardware and maintenance

        3) Data Center operations (24 x 7 x 365)

        4) Technical (IT) support

        5) Network connectivity to COUNTY site

        6) Offsite tape backup

        7) Implementation services

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b.   CONTRACTOR Technology Center (CTC) - The CTC is an N+1, dual-fed, redundant data operation intended to provide uninterrupted power and service for CONTRACTOR clients. The CTC is designed to significantly reduce COUNTY downtime. It operates under supervision twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days of the year (24 x 7 x 365).

No.	Responsibility Description
1.1	**CTC Facility Engineering, Management and Monitoring**
1.1.1	Provide the facility to house all computing and network equipment with highly redundant power sources and environmental controls
1.1.2	Includes CTC facility equipment design and engineering, with monitoring and management of operating environments; includes multiple uninterruptible power supplies (UPS) and backup generators, computer room chillers and air conditioning systems
1.2	**Physical Equipment and Environment**
1.2.1	Provide all CTC computing hardware, hardware maintenance and inventory management in support of the software provided by CONTRACTOR
1.3	**CTC Physical Security**
1.3.1	1.3.1 Includes Physical security with recorded camera monitors throughout key internal and all external access points
1.3.2	1.3.2 All primary doors are secured and controlled by card access, with biometric readers in high-security areas. Multiple secured access points must be crossed to access the data center floor. Secured doors are electronic fails-secure strikes and backed by emergency power sources.

c.   Network operations - The following paragraphs in this section describe the network infrastructures that must work in unison to provide seamless hosted application delivery to end-users. CONTRACTOR provides and manages the CTC network and communications within the CTC and connecting to the public internet. COUNTY and its clients are responsible for installation, support and management of non-CONTRACTOR provisioned networks, including local network and connection to the public internet.

1)   CTC Network Operations - The CTC Network Operations encompass all network equipment, consoles and management necessary to support connectivity to the hosted equipment at the

CTC. CMS will install, support, manage and maintain this equipment and software in a manner consistent with vendor recommendations and CONTRACTOR best practices.

2) COUNTY Provided Local Area Network/Wide Area Network - COUNTY and its client's and User's Local Area Network and Wide Area Network will consist of any communications circuits, WAN termination equipment and Local Area Network equipment needed to connect the end-users to the CONTRACTOR system, including access to the public Internet. These circuits and equipment will be managed and maintained by COUNTY, its clients or Users, including supporting connectivity across the Internet to CONTRACTOR's network. CONTRACTOR will assist COUNTY in troubleshooting issues that may involve COUNTY's network; however, CONTRACTOR reserves the right to charge for the time, materials and travel expenses involved in resolution of problems that are determined to originate within COUNTY's or its client's or User's network.

3) Project Team Workspace Requirements - A dedicated and secure CONTRACTOR assigned workspace shall be provided. The workspace shall be located within the same building and in close proximity to COUNTY staff that CONTRACTOR team will be working with. Workspace requirements include the following:

a) Desks with chairs (number to be determined based on the size of the team)

b) Conference Room(s) (number and size to be determined based on the size of the team)

c) Teleconference capabilities

d) Whiteboard

e) Projector

f) Access to a printer (network preferred but not required)

g) Locking office, closet or cabinet to safely store personal items

No	Responsibility Description
2.1	**CTC Network Operations**
2.1.1	Includes all required network equipment within the CTC, such as routers, switches, load balancers, equipment consoles, and the twenty-four (24) x seven (7) x three hundred sixty (365) days per year management of same.
2.1.2	Provide connectivity between the CTC and the public ~~Internet.~~internet

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20 of 132
X:\ASR\ADMIN\Redline_Cerner Maintenance and Support Services K1 FY 17-20 NL.doc
Cerner Corporation
EXHIBIT A
CER02ADMK120

HCA ASR 17-001057
Page 59 of 373

d. CONTRACTOR Millennium Systems Management - CONTRACTOR's Systems Management Services will provide for the management, security and performance of the computing systems required to operate the CONTRACTOR Millennium application(s). The "computing system" includes host nodes running the CONTRACTOR Millennium database as well as the CONTRACTOR Millennium bus, communication clients, and interface engine. This aspect of the computing system is commonly referred to as the "backend" systems, and also includes the storage technology and media. The back-end systems also include the required operating systems (OS) and layered-products necessary for the Millennium environment to operate. The computing system also includes the Microsoft-based application server resources necessary to provide access to the CONTRACTOR Millennium environment and execute the Millennium applications and server requirements to facilitate printing (excluding COUNTY print servers required for and on the COUNTY LAN). In the context of CONTRACTOR's Application Services, this aspect of the computing system is referred to as the "front-end" systems. The front-end systems also include the required operating systems (OS) and layered-product licenses necessary for the Millennium environment to operate. Lastly, the computing system includes management and monitoring systems and software to monitor and report on system health, security, capacity, and availability.

e. Database Administration - CONTRACTOR will provide the ability to implement and maintain database access, performance and availability in a consistent and efficient manner across all Application Service CONTRACTOR Millennium database environments for COUNTY. COUNTY's responsibility is to maintain the content and integrity of the database. CONTRACTOR will:

1) Install and maintain Database Management System (DBMS) software for the Application Services as defined within this document.

2) Provide the appropriate database management methodologies, resources and tools to manage, troubleshoot, back up and recover the database environments.

3) Monitor and report on database performance and capacity.

4) Provide DBMS storage management.

5) Monitor and manage database security

f. Applications Management - Applications management is defined as the support required to manage the software application level of the CONTRACTOR Millennium system. In the Application Services model, CONTRACTOR's primary function with applications management is in the areas of Service Package management, application server management, and to monitor and report on application processes.

g. Interface Management - CONTRACTOR to maintain interface.

h. Administration and Problem Management - Problem Management is hereby defined as the identification, assessment of impact, reporting, tracking, escalation, notification, and resolution of problems that occur in the CTC services. COUNTY is responsible for maintaining a staffed help desk that will provide the first line of support for its clients and users and data coordination calls. This line of

support must be able to distinguish application issues versus connectivity or infrastructure issues.

    i. Data Integration

     1) Connectivity

      a) All data sent inbound to IQHealth (Patient Portal) from an external network will pass through the CONTRACTOR secure datacenter. Connectivity will use the existing VPN connection from COUNTY's network to the CONTRACTOR datacenter.

      b) Other VPN solutions or network connections to the datacenter will be evaluated on a case by case basis.

      c) COUNTYs will need to provide technical resources whenever possible to assist with the support of the VPN.

      d) Additional hardware and software will be necessary in order to establish connectivity to the COUNTY's EMR and the CONTRACTOR hosted IQHealth (Patient Portal) solution. These costs will be incurred by the COUNTY.

     2) Support and Training

      a) CONTRACTOR shall provide the following with respect to support and training for the COUNTY:

      b) Consumer and clinician telephone support available 8a – 5p Monday – Friday CST.

  2. Disaster Recovery

   a. Services Overview

     1) CONTRACTOR Corporation will employ its healthcare IT expertise, systems knowledge and technical resources to deliver a Disaster Recovery (DR) solution for HNA Millennium applications. The service will provide COUNTY the necessary resources to establish and maintain a reliable disaster recovery solution without the high cost of maintaining and securing additional IT facilities and infrastructure. Under this model, COUNTY will subscribe to CONTRACTOR's DR services provided at the CTC.

     2) The CTC is a secure facility that provides a highly available HNA Millennium computing and network operating environment. This facility houses the hardware, IT expertise, security and connectivity necessary to provide COUNTY with a DR solution. CONTRACTOR's DR solution will ensure the availability of mission critical systems with the highest level of security and performance. The application processing and data storage are hosted at the CTC and are maintained by a group of CONTRACTOR system experts. CONTRACTOR will manage and staff for system maintenance, backups, upgrades, and provides customer assistance. In the event of a disaster declaration, CONTRACTOR will monitor the system to ensure high performance and to identify potential issues before they arise.

     3) CONTRACTOR's DR model is based on a monthly support subscription fee. For this fee, CONTRACTOR will house and maintain a copy of COUNTY's production HNA Millennium

database and code warehouse as well as manage connectivity from the CTC to the specified COUNTY location. Connectivity includes all networking equipment supplied by CONTRACTOR and located at COUNTY site. Upon disaster declaration, CONTRACTOR will make available the appropriate computer equipment required to run the production domain, as described in fee assumptions (see Section 4). At that point, CONTRACTOR will manage the hardware, software domain, and Millennium environment.

b. Definitions - As used in this CONTRACTOR System Schedule, the following terms have the meanings set forth below. Terms not otherwise defined herein have the meanings set forth in the Agreement.

1) Disaster – A significant event making the COUNTY hosted production hardware inoperable.

2) Disaster Declaration - A point in time in which COUNTY has communicated in a live telephone conversation that a Disaster has occurred and Recovery processes will be invoked.

3) Recovered - The point in time when users have the ability to access the activated Disaster Recovery (DR) production system (N configuration, not N+1 nor H/A):

a) The functionality available to COUNTY prior to the Disaster event is available for use by COUNTY and is operating with the exception of the solutions listed in Excluded Solution Paragraph of Exhibit B section L.3.a.

b) Available historical data has been recovered for COUNTY's use with the exception of: data created within the COUNTY's Recovery Point Objective (RPO), and data inherently lost as a result of database corruption.

4) Recovery Point Objective (RPO) - The point in time (prior to the outage) to which data will be restored.

c. Definition of Ongoing Project Scope

1) CONTRACTOR will propose to provide technical consultation services to manage the automated disaster recovery solution for COUNTY's UX based Millennium system using Oracle 11G (or applicable more current version) Standby Database hosted from the CTC. This scope of services section defines the scope and responsibility of each party in providing the ongoing solution. The management scope will provide the following components:

a) Maintain WAN connectivity between the CTC and COUNTY's facility

b) Receiving and applying online redo logs

c) Manage DR Citrix farm at CTC with COUNTY configuration

d) Provide Print Services environment for Millennium printing

e) Maintain operational DR procedures for PROD environment (including fail-over/fail-back)

f) Provide documented Service Level Arrangements including necessary Change Control procedures required to maintain the DR environment

EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

g)   Manage and maintain DR configuration at the CTC

h)   Create regularly scheduled backup copy of standby database.

d.   DR Services Capacity Scope Limits - DR Services Fees are based on the Capacity Scope Limits defined in Table 1 below:

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TABLE 1: Capacity Scope Limits

Metric	Limit
Production Domains	(1)
Backend Hardware (Note – CPU's are Processor Cores for scope purposes.)	(16) UX CPU's
Disk Space (Prod Database)	(2.0) Terabytes
Concurrent Logons (Peak)	(300) Concurrent Logons
Chart Servers (Single CPU)	(1) Chart Server
Telco Connections	(1) 12 Mbps Connections

e.   Capacity Metric Descriptions:

1)   Production Domains: Number of Production Domains Supported by DR Solution

2)   Backend Hardware: Upon disaster declaration, CONTRACTOR will activate the contracted amount of backend hardware capacity. The actual backend hardware capacity activated will meet or exceed the performance of what has been contracted for. (Note – Backend hardware capacity provided may not be the identical model, configuration, processor type and speed, etc., but will be comparable hardware that will meet or exceed performance of contracted capacity.) (While in standby mode, a small node will be allocated for receiving redo logs.)

3)   Disk Space: Amount of disk space required for production database.

4)   Concurrent Logons: Front-end "peak" concurrent logons (e.g. Citrix).   In the event of a disaster, CONTRACTOR will activate an appropriate number of Front End servers to support contracted number of "peak" concurrent logons.

5)   Chart Servers: Upon disaster declaration, CONTRACTOR will activate the contracted number of chart servers.

6)   Telco Connections: Number and Capacity of Telco Connections from CTC to COUNTY. Connections are typically Frame Relay or ATM. (Bandwidth sizing is an estimate, based on estimated "peak" redo log sizes and concurrent logon assumptions documented within this CONTRACTOR System Schedule. Actual bandwidth requirements may vary depending on variables such as; size and frequency of redo logs, interface traffic, or level of circuit redundancy required. If

bandwidth requirement/configuration is increased, monthly fee will be increased accordingly).

7) There will be an opportunity to review capacity scope assumptions on a periodic basis (no less than once per year) and, if necessary, increase the Hot Site Standby fees and Hot Site Production fees to reflect additional capacity and/or changed configurations.

8) This CONTRACTOR System Schedule covers only the items identified herein. This scope is limited to the CONTRACTOR Millennium application residing/processing on VMS, UX, or AIX Backend nodes and specifically does not include add-on solutions such as PowerInsight, Millennium Objects, CAMM, MMF, Patient Keeper, CareMobile, CONTRACTOR Classic, etc. Please see full list in Included Solutions and Excluded Solutions paragraphs of this section.

f. COUNTY Obligations

1) Ensure hardware required for the services are available and operational and provide access to CONTRACTOR.

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2) Designate a representative to be the project manager. This individual will be the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

3) Provide the performing CONTRACTOR Associate "root" access to the systems being serviced as needed for application and database level DR toolset configuration and operation

4) Ensure all host definitions have been generated and are available for connection

5) Provide all necessary host interface information, including, but not limited to destination address, local adapter address, exchange ID, and remote and local LU names, etc.

6) Provide appropriate operator guidelines for any requested equipment that will be used in the configuration and connection process.

7) Approve the content and completion of the testing

8) Authorize CONTRACTOR to install the DR related code on to production servers when authorized COUNTY staff has validated appropriate work plans

9) Provide space and power for all required network equipment

10) Upgrade to required prerequisite of Oracle 11g or higher

11) Ensure HP-UX 11.23 (or higher) operating system release is in production

12) Fully maintain Citrix as the thin COUNTY desktop solution

13) Ensure network infrastructure is in place to facilitate remote connectivity

14) Manage firewall between COUNTY site and CTC

15) Ensure demonstrable Change Control process is in place for COUNTY Prod Environment

g. Disaster Recovery Solution Operational Modes - There will be two (2) primary modes of operation once the Disaster Recovery Service has been implemented.

1) Steady State (i.e. Hot Site Standby Mode) operations are all services required to keep the standby environment synchronized and ready to serve as COUNTY's production environment.

2) Disaster Mode (i.e. Hot Site Production Mode) is the activation of the standby environment as COUNTY's production environment. During this time, the COUNTY's production system will be running at CTC. Upon completion of recovery back to COUNTY site (i.e. production running at COUNTY data center), the Disaster Recovery Solution returns to Standby Mode.

a) Recovery will involve the effort (i.e. professional services) required to switch COUNTY's production environment back to COUNTY's data center. Certain tasks, as documented below, will be CONTRACTOR tasks during recovery and are covered by the base disaster fees. Any requested Services outside those define in this document are billed on a time and materials basis.

a. h. Steady State Mode (I.E. Hot Site Standby Mode) - Once the Initial Implementation is complete and tested, the DR solution will move to the Steady State Phase. The primary activity of this phase will be the ongoing synchronization of the standby system located at the CTC with the production environment at COUNTY site. (See Section 6. DR Operational Modes - Responsibility Matrix for addition detail).

i. Millennium Upgrades - WAN Circuits for CONTRACTOR DR solution are designed for average peak volumes on normal business days. Millennium upgrades can produce archive log volumes many times that of a normal business day in a short period of time. Still, the archive logs can only be moved as fast as the circuit will allow. During an upgrade, it is the COUNTY's responsibility to increase the archive log destination to hold the logs until all logs can be transferred to the DR system in the CONTRACTOR data center. The RPO objective of 15-30 minutes will not apply during the upgrade period.

j. System Management and Monitoring - In addition to the automated synchronization and manual change control, CernerWorks (CONTRACTOR's managed services division, which provides Remote Hosting services to COUNTY) will provide the following system management and monitoring services of the standby system:

1) Monitoring of system hardware

2) Daily confirmation of all automated updates to the standby environment

3) Electronic notification of archive log failure

4) Disk space monitoring

5) Network monitoring

6) Periodic backup on standby database

k. DR System Validation Options - Validation testing will be performed to insure the readiness and soundness of the standby environment. The monthly recurring fees will include the number and type of activation tests per year, as defined in the Monthly Recurring Fees section of this CONTRACTOR System Schedule. If additional Level 1 or 2 Activation Tests are required, there will be an additional fee.

1) DR Solution Graceful switch over Activation - This test will use a graceful switchover from COUNTY production environment to the DR system at the CTC and can be used to validate the core components of the DR solution and the activation process.   The graceful switchover test offers a validation of retrieving all data from the source production domain through the point in time when the database is shutdown. Performing a graceful shutdown of the production database allows all data to be completely written to the database. The environment at the CTC is activated, made available to COUNTY, and tested. In this scenario, both databases are identical and no data is lost. To ensure continued availability of the DR solution, a separate copy of the DR database will be created at CTC and used for the test activation. End users will not be moved over to the DR environment for this test. When all data has been transferred to CTC and the database can be opened, the source production environment can be brought back up for end user access.

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2)- DR solution Activation - This test will be performed to validate the core components of the DR solution and the activation process. These core components are the database and the code warehouse for the back-end as well as the front-end systems. To ensure continued availability of the DR solution, a separate copy of the DR database will be created at CTC and used for the test activation. This level of activation testing does not require a down-time for the source production environment and will not affect end users in any way. In the event COUNTY and CONTRACTOR identify issues during the test activation that warrant a re-test, COUNTY and CONTRACTOR will work together to reschedule an additional test activation. If the cause of the testing failure is the fault of CONTRACTOR, the subsequent retesting event will be performed at no additional fees. If the cause of the testing failure is not due to the fault of CONTRACTOR, COUNTY can request a subsequent retesting event for $3,000.

l.   Disaster Mode (I. E. Hot Site Production Mode) - In the event COUNTY can no longer access their on-site production environment, the CONTRACTOR DR solution will be activated. This is known as Disaster Mode. In this mode, COUNTY's production environment will be located at the CTC and CONTRACTOR will act as COUNTY's data center and IT support staff. (Reference DR Operational Modes - Responsibility Matrix below for addition detail).

1) Disaster Declaration - The Disaster Mode is initiated by a disaster declaration from COUNTY. COUNTY may break the disaster declaration into two phases. The phases are described in the following table:

a)   Phase 1 - The Pre-Disaster Alert (optional): This phase puts CTC on alert that COUNTY is addressing an issue that could result in a Disaster Declaration. The notification insures that all necessary CTC personnel are readily available to support COUNTY in the event of a disaster declaration.

b)   Phase 2 - This phase involves the activation of the standby database as COUNTY's production environment.

2) Maintaining Disaster Mode - Once COUNTY is running in Disaster Mode, the responsibility for management of COUNTY's production environment will shift to CONTRACTOR. Ongoing communication will be essential to successful disaster mode operations. A minimum of one conference call per day will be required during the first week of the disaster operation. COUNTY will be responsible for these telecommunication charges. After the first week of operations, COUNTY and CONTRACTOR will determine the future communication schedule. This schedule is dependent upon:

a) Number of unresolved issues

b) Estimated length of time in Disaster mode

c) Availability of COUNTY resources

3) Code Freeze - A code freeze of a minimum of thirty (30) days will be in effect. The code freeze will begin day one (1) of Disaster Mode operations. This code freeze is intended to allow system operation to stabilize. Exceptions will be made if they meet one or more of the following criteria:

a) it is determined that patient care is compromised

b) COUNTY is impacted financially

c) system stability is in question

d) The termination of the code freeze at the end of the thirty (30) days will be a mutual decision between CONTRACTOR and COUNTY site. Once the code freeze has been lifted, COUNTY will abide by CernerWorks change management procedures. In addition, a domain strategy will be formulated at that time.

m. DR Operational Modes - Responsibility Matrix

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
17.1	**CTC Facility Environment**				
17.1.1	Provide the Technology Center facility required to house the computing and network environment	X	X	X	
17.1.2	Provide the Technology Center hardware	X	X	X	
17.1.3	Manage, monitor and control the CTC	X	X	X	
17.1.4	Provide UPS/temperature-controlled environment for CONTRACTOR equipment at COUNTY site (e.g. network equipment, RRD servers, etc.)	X	X		X

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION
CER02ADMK120

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
17.1.5	Provide appropriate rack space for CONTRACTOR equipment at COUNTY site	X	X		X
17.2	**CTC Facility Management and Monitoring**				
17.2.1	CTC power monitoring for generator	X	X	X	
17.2.2	Monitoring of Chiller system for pressure, temp, alarm and standby	X	X	X	
17.2.3	Monitoring of electrical room for moisture, UPS availability	X	X	X	
17.2.4	Monitoring of CTC computer room air-conditioning units, including air conditioning, power, moisture, humidity and temperature	X	X	X	
17.2.5	Monitoring of CTC Auto Transfer Switches. Monitors and activates UPS/generator system as incoming power dictates.	X	X	X	
17.2.6	Monitoring and control of the Technology Center	X	X	X	
17.2.7	Facility operation and maintenance	X	X	X	
17.3	**CTC Physical Security**				
17.3.1	Camera monitoring is provided throughout the data center and exterior entries. Multiple cameras provide views of the data center and all access points, which are visible at all times to the on-site operators. All cameras continuously record to tape for future viewing and investigation.	X	X	X	
17.3.2	All primary doors are controlled by card access, with biometric readers in high-security areas. Multiple access points must be crossed to access the data center floor.	X	X	X	

EXHIBIT A

CER02ADMK120

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
17.3.3	All secured doors are electronic fail-secure strikes. All door hardware and monitoring are backed by emergency power.	X	X	X	
17.3.4	Access to host facility is site-restricted via a badge-activated access system which is controlled by CONTRACTOR's security personnel	X	X	X	
17.3.5	Entry/exit points of service center are monitored via closed-circuit TV	X	X	X	
17.4	**CTC Network Operations**				
17.4.1	All required network equipment within the CTC, such as routers, switches, load balancers and consoles	X	X	X	
17.4.2	Network management of hardware and software, including routers, switches, load balancers and firewalls	X	X	X	
17.4.3	Redundant power circuits and power distribution	X	X	X	
17.4.4	24 x 7 x 365 on-site network support with level 2 and 3 backup available by pager	X	X	X	
17.4.5	Monitoring CONTRACTOR-provided applications response time, including round trip latency	X	X	X	
17.4.6	Network management, support, installation, and configuration of CONTRACTOR-provided WAN circuits and WAN equipment	X	X	X	
17.5	**CONTRACTOR-Provided Wide Area Network (WAN) Communications Network Operations**				
17.5.1	Hardware to terminate the CONTRACTOR-provided WAN and provide secure connection at the CTC and COUNTY location. This will include routers, switches, out-of-band management.	X	X	X	
17.5.2	Network management including monitoring systems,	X	X	X	

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
	device management and polling systems.				
17.5.3	Monitoring of CONTRACTOR-provided network routers, including utilization, memory, exception reporting, syslog, configuration management, ACL hits/denies	X	X	X	
17.5.4	Monitoring of CONTRACTOR-provided WAN links ups/downs, error thresholds, bandwidth, CIR packet flow/loss	X	X	X	
17.5.5	Cost of communications circuit(s) from the CTC to COUNTY location.	X	X		X
17.5.6	UPS protection for CONTRACTOR-provided circuits and equipment. Two separate power circuits are required.	X	X		X
17.5.7	Analog (POTS) line for out-of-band management	X	X		X
17.5.8	Internal Local Area Network switches, routers or firewalls required to attach to the CONTRACTOR-provided equipment to facilitate communications to end users, printers, foreign systems, medical devices or other COUNTY- owned equipment	X	X		X
17.5.9	Rack space for WAN termination equipment	X	X		X
17.5.10	Monitoring of COUNTY Gateway ups/downs, router, switch, power	X	X		X
17.6	**COUNTY Local Area/Wide Area Network Operations**				
17.6.1	Network management, support, installation, and configuration of COUNTY-provided WAN circuits and WAN equipment	X	X		X
17.6.2	Network management, support, installation, and configuration of COUNTY LAN infrastructure	X	X		X
17.6.3	Management of network printers, terminal servers,	X	X		X

31 of 132
EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION
HCA ASR 17-001057
Page 70 of 373

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
	PCs, terminals or other COUNTY-side equipment				
17.7	**Hardware and Software Acquisition and Provisioning**				
17.7.1	Provide "back-end" computing systems consisting of CPU, memory and data storage required to operate the Millennium production environment.	X	X	X	
17.7.2	Disk space to house COUNTY production database, plus one-year's growth at rate determined at project kick-off.	X	X	X	
17.7.3	Provide Operating System and layered-product software licenses for back-end systems required to operate the Millennium production environment.	X	X	X	
17.7.4	Provide "front-end" computing systems necessary to facilitate COUNTY access to the Millennium production environment.	X	X	X	
17.7.5	Provide Operating System and layered-product software licenses for front-end systems required to operate the Millennium production environment (excluding Citrix licenses).	X	X	X	
17.7.6	Provide systems and software necessary for CernerWorks to manage and monitor back-end and front-end systems.	X	X	X	
17.7.7	Provide servers required for charting and front-end Millennium printing.		X	X	
17.7.8	Provide servers, modems, digi-boards, and phone lines required for Remote Report Distribution.	X	X		X
17.7.9	Provide systems required for COUNTY access to COUNTY's Local Area Network (e.g. local authentication, primary/backup domain controllers) and other non-Millennium functionality.	X	X		X

32 of 132
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION
EXHIBIT A
CER02ADMK120
HCA ASR 17-001057
Page 71 of 373

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
17.7.10	Provide systems required for COUNTY local printing from non-Millennium applications.	X	X		X
17.8	**Management and Monitoring**				
17.8.1	Apply OS and layered-product service packs to front-end and back-end systems as required to maintain system health, security, availability and capacity.	X	X	X	
17.8.2	Monitor the computing systems (24 x 7) to report and alert on compromised system health, security, availability and capacity.	X	X	X	
17.8.3	Reboot back-end and front-end computing systems on a recurring schedule to optimize performance of the computing environment	X	X	X	
17.8.4	Monitor charting application services (Charting and Remote Report Distribution) for successful completion.	X	X		X
17.8.5	Resubmit and/or reroute any failed print jobs.	X	X		X
17.8.6	Monitor Remote Report Distribution (RRD) environment (POTS connectivity, modem status and power)	X	X		X
17.9	**Security Administration**				
17.9.1	Provide system software and hardware security controls.		X	X	
17.9.2	Monitor system security errors, exceptions and attempted violations as dictated by standard procedures.		X	X	
17.9.3	Host facility physical security measures and controls	X	X	X	
17.9.4	Secure backup media with check-in and checkout procedures		X	X	
17.9.5	Store COUNTY's backup media in a manner that will protect the confidentiality of the data stored on them		X	X	

33 of 132
EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057
Page 72 of 373

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
	and ensure that the data remain COUNTY's property				
17.9.6	Run and monitor continuous intrusion detection software on both host and network-based systems		X	X	
17.9.7	Provide secure environment for on-site and off-site storage for backups		X	X	
17.9.8	Virus detection and correction as required		X	X	
17.9.9	Provide corporate IT Security Manager to monitor and enforce security procedures and resolve exception report issues.		X	X	
17.9.10	Provide logical security using lockdown procedures post production		X	X	
17.9.11	Assign and manage accounts for COUNTY users to access systems	X	X		X
17.9.12	Designate assigned security representative to ensure personnel have appropriate access and be responsible for review of access controls, etc.	X	X		X
17.10	**Third-Party Software**				
17.10.1	Purchase of database software and ongoing software maintenance fees.	X	X	X	
17.10.2	Provide DR licenses for Citrix	X	X		X
17.11	**Software Installation and Upgrade**				
17.11.1	Installation, management, and upgrading of database software necessary to support Millennium on systems located at CTC in conjunction with COUNTY production system.	X	X	X	
17.11.2	Certification of environment after database or other software upgrade.	X	X		X
17.11.3	Perform refreshes to standby database as needed	X		X	
17.12	**Performance Management and Monitoring**				
17.12.1	Monitor database alert logs.		X	X	

EXHIBIT A
CER02ADMK120

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
17.12.2	Monitor database number of extents remaining.		X	X	
17.12.3	Monitor database free space.		X	X	
17.12.4	Monitor database free space deficit.		X	X	
17.12.5	Monitor database instance status.		X	X	
17.12.6	Monitor database lock conflicts.		X	X	
17.12.7	Monitor database rollback segment for extents left.		X	X	
17.12.8	Monitor database percent of space available in rollback segment.		X	X	
17.12.9	Monitor percent of space available in table space.		X	X	
17.12.10	Monitor status of TNS and BEQ listeners.		X	X	
17.12.11	Reorg/defragment Database objects/table space		X	X	
17.12.12	Analysis and tuning of RDBMS processes		X	X	
17.12.13	Monitor basic database performance characteristics such as SGA and I/O		X	X	
17.12.14	RDBMS resource monitoring		X	X	
17.12.15	Monitor and manage file and table space		X	X	
17.12.16	Purge and archiving	X	X		X
17.12.17	Operations jobs required to maintain database relationships	X	X		X
17.13	**Backup, Restore and Recovery on DR systems at the CTC**				
17.13.1	Perform system backups nightly, weekly, and monthly as specified in standard backup procedure	X	X	X	
17.13.2	Tape rotation	X	X	X	
17.13.3	Verify backup logs	X	X	X	
17.13.4	Maintain and document backup requirements	X	X	X	
17.13.5	Coordinate offsite storage functions, including logging, tracking, labeling, ordering, receiving and sending tapes	X	X	X	

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
17.13.6	Restore system data as required	X	X	X	
17.13.7	Define system-wide recovery and backup requirements	X	X	X	
17.13.8	Schedule and test routine recovery procedures	X	X	X	
17.13.9	Perform the required frequency of replacement for all tape disks in storage		X	X	
17.13.10	Backup of COUNTY-based PCs and servers located at the CTC	X	X	X	
17.13.11	Verification of restored environment.	X	X		X
17.14	**Service/Distribution Package Management**				
17.14.1	Provide Certification domain as required		X	X	
17.14.2	Perform back-end special instructions for Service/Distribution Package loads	X	X		X
17.14.3	Perform front-end special instructions for Service/Distribution Package loads	X	X		X
17.14.4	Monitor software notifications (i.e. flashes, advisories, CKN, etc.) for issues related to patient care, financial burden, or performance	X	X		X
17.14.5	Request Service/Distribution Packages as needed to keep system at a supportable level (as defined above)	X	X		X
17.14.6	Perform application special instructions for Service/Distribution Package loads as needed	X	X		X
17.14.7	Perform Service/Distribution Package certification guidelines as needed	X	X		X
17.14.8	Test Service/Distribution Packages/application enhancements, fixes, and upgrades and ensure the integrity of the resulting data.	X	X		X

EXHIBIT A

CER02ADMK120

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
17.14.9	Perform and manage the process for local installations of the Millennium application on COUNTY PC's		X		X
17.15	**Monitoring tasks**				
17.15.1	Monitor application servers for appropriate number/ups/downs		X	X	
17.15.2	Monitor orphaned journal transactions		X	X	
17.15.3	Monitor chart request maintenance	X	X		X
17.15.4	Verify chart status	X	X		X
17.16	**Audit reports and logs**				
17.16.1	Review/monitor audit reports and logs	X	X		X
17.16.2	Perform COUNTY audits/reports/tools	X	X		X
17.17	**User accounts**				
17.17.1	Establish ongoing setup and maintenance of user accounts for Millennium products	X	X		X
17.18	**Maintenance Activities**				
17.18.1	Cycle application servers as needed		X	X	
17.18.2	Maintain Windows Terminal Server (WTS) locations database	X	X		X
17.18.3	Maintenance of fax stations	X	X		X
17.18.4	Perform event code/event set changes as required	X	X		X
17.18.5	Provide and maintain application-specific security such as task access, positions, and role setup	X	X		X
17.18.6	Train end users on application	X	X		X
17.18.7	Maintain information as necessary in Device Viewer	X	X		X
17.19	**Millennium Software Operations (Opsview Monitor, Opsview Scheduler)**				
17.19.1	Perform Daylight Savings Time management	X	X	X	

EXHIBIT A
CER02ADMK120

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
	activities on equipment located at CTC.				
17.19.2	Notify COUNTY help desk of issues found that affect service		X	X	
17.19.3	Set up and review purges and operations jobs.	X	X		X
17.19.4	Run/review Millennium operations.	X	X		X
17.19.5	Add/remove operations jobs.	X	X		X
17.19.6	Monitor operations for successful completion.	X	X		X
17.19.7	Restart production jobs as required.	X	X		X
17.20	**Interface Monitoring**				
17.20.1	Monitor CONTRACTOR inbound/outbound interface queue counts and over-threshold alarms		X	X	
17.20.2	Monitor CONTRACTOR inbound/outbound cycle times		X	X	
17.20.3	Monitor FSI connectivity		X	X	X
17.20.4	Monitor MDI connectivity	X	X		X
17.21	**Interface Management**				
17.21.1	Notify COUNTY help desk of issues found that affect service.		X	X	
17.21.2	Notify CernerWorks when cycling interface or of known ups/downs		X		X
17.21.3	Cycle MDI interface as necessary		X	X	X
17.21.4	Review posting logs	X	X		X
17.21.5	Review error logs	X	X		X
17.21.6	Notify CernerWorks help desk of issues found that affect service		X		X
17.21.7	Operation and maintenance of FSI	X	X		X
17.21.8	Operation and maintenance of MDI	X	X		X
17.22	**Change Management**				
17.22.1	Provide and maintain an automated change management system for the centralized reporting and	X	X	X	

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
	tracking of manual changes made by CONTRACTOR personnel.				
17.22.2	Conduct scheduled change management meetings.	X	X	X	X
17.22.3	Attend scheduled change management meetings.	X	X	X	X
17.22.4	Provide a weekly maintenance window.	X	X		X
17.22.5	Allow for a weekly global maintenance window.	X	X		X
17.22.6	Notify CernerWorks of planned outages on COUNTY side.	X	X		X
17.22.7	Designate at least two individuals responsible for signing PECA forms.	X	X		X
17.22.8	Notify CernerWorks of changes to COUNTY production environment	X	X		X
17.22.9	Certify all changes prior to moving them to production.	X	X		X
17.22.10	Test application enhancements, fixes, and upgrades and assure the integrity of the resulting data.	X	X		X
17.22.11	Provide and maintain authorization list for disaster declaration.	X	X		X
17.22.12	Provide a single point of contact for change management activities.	X	X	X	X
17.23	**Problem Management**				
17.23.1	Provide and maintain a method for proper escalation of problems within CernerWorks management	X	X	X	
17.23.2	Log all incidents and problems in accordance with documented processes.	X	X	X	

| No | Responsibility Description | MODE | | OWNER | |
		Steady State	DR Mode	CONTRACTOR	COUNTY
17.23.3	Maintain ownership of all problems related to DR services through closure or until mutual agreement that the problem is not within DR's scope of responsibility.	X	X	X	
17.23.4	Provide appropriate contact numbers or other information necessary to communicate with key Technology Center support staff.	X	X	X	
17.23.5	Perform post-mortem reviews on problems that affect DR availability, including root cause analysis if possible.	X	X	X	
17.23.6	Notify COUNTY of issues found that affect DR service.	X	X	X	
17.23.7	Staff operations 24 x 7.	X	X	X	
17.23.8	Provide on-call technical staff 24 x 7.	X	X	X	
17.23.9	Ensure proper notification and escalation in accordance with standard operating procedures	X	X	X	
17.23.10	Assign IT Coordinator for primary contact by CONTRACTOR Technology group as per CONTRACTOR standard escalation procedures.	X	X		X
17.23.11	Provide and maintain a method for proper escalation of problems within COUNTY's management	X	X		X
17.23.12	Maintain COUNTY Help Desk to provide first line of support for users	X	X		X
17.24	**Service Management**				
17.24.1	Create Incident Reports for outages.	X	X	X	
17.24.2	Maintain inventory of installed products.	X	X	X	
17.24.3	Provide COUNTY with detailed reporting and statistics on reported problems.		X	X	

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_____ n. ___Recovery Back to ~~County~~COUNTY Data Center – Responsibility Matrix - The following shows major project tasks and the responsible party associated with a recovery project. In addition, COUNTY is responsible for all additional tasks associated with recovery and operation of production processing at COUNTY data center.

| No | Responsibility Description | OWNER | |
		CONTRACTOR	COUNTY
18.1	Provide backup of back-end CONTRACTOR code warehouse.	X	
18.2	Provide backup of front-end CONTRACTOR code warehouse.	X	
18.3	Provide RMAN backup of production database.	X	
18.4	Send remaining production redo logs from production database at CTC to system located at COUNTY site.	X	
18.5	Configure COUNTY production running at CTC to send Database archive logs to system located at COUNTY site.	X	
18.6	Perform cold backup of COUNTY production database located at CTC.	X	
18.7	Perform backup of COUNTY production back-end CONTRACTOR code warehouse located at CTC.	X	
18.8	Perform backup of COUNTY production front-end code warehouse located at CTC.	X	
18.9	Apply redo logs to COUNTY site production database.	X	
18.10	Place production database located at COUNTY site in production mode.	X	
18.11	Perform graceful shutdown of production system located at CTC and logs at designated time	X	
18.12	Install and configure operating system on		X

		OWNER	
No	**Responsibility Description**	**CONTRACTOR**	**COUNTY**
	COUNTY site backend system(s).		
18.13	Restore back-end CONTRACTOR code warehouse on COUNTY site back-end system(s).		X

		OWNER	
<u>18.14</u>	<u>Install and configure operating system on COUNTY site front-end system(s).</u>	~~OWNER~~	<u>X</u>
~~No~~<u>18.7</u>	~~Responsibility Description~~<u>Perform backup of COUNTY production back-end CONTRACTOR code warehouse located at CTC.</u>	~~CONTRACTOR~~ <u>X</u>	~~COUNTY~~
<u>18.8</u>	<u>Perform backup of COUNTY production front-end code warehouse located at CTC.</u>	<u>X</u>	
<u>18.9</u>	<u>Apply redo logs to COUNTY site production database.</u>	<u>X</u>	
<u>18.10</u>	<u>Place production database located at COUNTY site in production mode.</u>	<u>X</u>	
<u>18.11</u>	<u>Perform graceful shutdown of production system located at CTC and logs at designated time</u>	<u>X</u>	
<u>18.12</u>	<u>Install and configure operating system on COUNTY site backend system(s).</u>		<u>X</u>
<u>18.13</u>	<u>Restore back-end CONTRACTOR code warehouse on COUNTY site back-end system(s).</u>		<u>X</u>
18.14	Install and configure operating system on COUNTY site front-end system(s).		X
18.15	Restore front-end CONTRACTOR code warehouse on COUNTY site file share and system(s).		X
18.16	Create COUNTY site production and non-production domain(s).		X
18.17	Restore RMAN backup to COUNTY site		X

EXHIBIT A
CER02ADMK120

	production database.		
18.18	Apply archive logs to COUNTY site production database.		X
18.~~10~~19	Startup of CONTRACTOR environment and release to user community.		X
18.20	Verification of restored environment.		X

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o.   Disaster Mode Estimated Activation Time

1)   CONTRACTOR will develop and maintain a disaster recovery process and configure the alternate data center, hardware, network and related components to successfully activate the Production Domain within six (6) hours, excluding COUNTY Responsibilities (i.e. if there is a dependency on COUNTY to perform a COUNTY Responsibility before CONTRACTOR can proceed to the next step in the disaster recovery process, the time COUNTY uses to perform their COUNTY Responsibilities shall be subtracted from the overall calculation of activation time).   Please see COUNTY Responsibilities outlined in section 20 'DR Activation – COUNTY Responsibilities'.   The time required to activate the DR system and make it available for COUNTY use may vary due to several factors (e.g., some tasks are executed by the COUNTY; others depend on the size of the database, etc.). CONTRACTOR will use commercially reasonable efforts to restore production systems to full capacity.

2)   For purposes of tracking Disaster Activation Time, the Disaster start time will begin at the time of Disaster Declaration. The Disaster mode Activation end time will be the point in time ∦ when users have the ability to access the activated DR production system. All available information will be recovered. The estimated RPO for Hot Site DR services is 15-30 minutes of data loss.

3)   The following list shows sequence of events, details which events will occur in parallel, and the estimated time these tasks are expected to require within the 6 hour RTO:

a)   Window of time for situation assessment and disaster declaration

(1) Add node capacity (60 minutes)

(2) Configure and activate systems

(a) Configure Citrix farm (sixty (60) minutes per server, all servers done in parallel)

(b) Configure Chart Servers (sixty (60) minutes per server, all servers done in parallel)

(c) Apply archive logs to standby database (Time depends on size of archive logs and standby database lag interval [approximately forty to fifty (40-50) seconds per archive

43 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 82 of 373

log]. This is done in parallel with Citrix and Chart Server configuration)

(3) Activate and backup database (backup time depends on size of database, approximately 1GB per minute). This step has been factored into the six (6) hour RTO.

(4) Allow users on the system

b) COUNTY specific estimated activation time will be developed during the initial implementation phase. The estimated activation time will be derived, based on COUNTY specific factors and details finalized during the implementation phase.

p. DR Activation-CountyCOUNTY Obligations - COUNTY responsibilities after a disaster has been declared and the decision to activate the DR domain is made:

1) Networking – alter any DNS settings to allow end users to connect to a different location (this will be discussed and planned during the project phase)

2) Fat COUNTY device updates – these devices connect directly to the BE system so they will need configuration updates to reach a new IP address.

3) Start communicating to end users that the DR environment will be accessed along with any needed instructions for access and function limitations (bolt-ons).

4) Testing of DR domain once activated – super users to perform a level of testing that they are comfortable with to ensure all functionalities are operating as expected. This usually includes a high level application test of major functions (not full integration testing), spot check of print devices, all end user access methods (CTX, web-based solutions, fat COUNTY's, hand-helds, etc.)

5) Tell CONTRACTOR when they want to turn on interfaces to catch up. Usually done at some point during the testing.

6) Tell CONTRACTOR when they want us to start Operations Jobs. Usually done at some point during the testing.

#

7) Tell CONTRACTOR when they are ready to let end users back on the system. We will then open access for all users.

q. Recovery - The Recovery to COUNTY site is the process of replicating the production environment from the CTC back to COUNTY data center. (See Section 18 Recovery Back to COUNTY Data Center – Responsibility Matrix below for additional detail specific to recovery).

1) Recovery to COUNTY Site Time Frame - The Recovery to COUNTY Site time frame will be determined by a project plan jointly developed by CONTRACTOR and COUNTY. Each DR situation is unique and will be handled on a case by case basis.

2) Recovery to COUNTY Site Responsibilities - During Recovery to COUNTY site, it is COUNTY's responsibility to restore COUNTY site production environment to a production ready status. CONTRACTOR will provide COUNTY with production tape/CD backups of COUNTY production database, and the front-end and backend CONTRACTOR Millennium code. Once it is determined that COUNTY is ready to resume control of the production environment, CONTRACTOR

will complete the following tasks with COUNTY support:

a) Configure vendor and internally developed tools to synchronize stand by environment located at COUNTY site with production environment located at CTC.

b) Gracefully switch the database back to COUNTY.

c) Bring up the database at COUNTY site as a production database

d) Return the CTC to Steady State mode.

e) Once the production environment is returned to COUNTY, COUNTY will release CONTRACTOR to reconfigure the CTC environment to standby status. The activation and ongoing support of the production environment at COUNTY site, after the return of the database will be COUNTY's responsibility. At this point, COUNTY will return to Steady State Mode.

r. "Disaster Mode" Uptime Goal - This section describes the Disaster Mode production environment system uptime goal and calculation for Equipment, OS, layered products, and network connectivity for which CTC operations have support responsibility. The system uptime goal is ninety-nine percent (99%), while in Disaster Mode. CONTRACTOR and COUNTY will work together to manage the many variables that could potentially impact system availability during a disaster event, and will strive to maintain optimal system uptime.

1) Formula - System Availability will be calculated for the duration of each disaster event using the following formula (and will be rounded up to the next one tenth of a percentage point):

a) System Availability = [(Base Time – Unscheduled Downtime) / (Base Time)] x one-hundred (100)

b) "Base Time" equals the product of the number of days in the applicable disaster event multiplied by twenty-four (24) hours multiplied by sixty (60) minutes.

c) "Unscheduled Downtime" equals the time (in minutes) during which the Production System is not operational (excluding "Scheduled Downtime" and time where the failure is caused by COUNTY's improper action, omission or failure with regard to an area for which COUNTY is responsible, such as database or other configuration or the Local Area Network) from the router connection at COUNTY's site to and through the CTC based on the measuring methodology documented below. Declaration of Unscheduled Downtime will be a mutual decision between COUNTY and CONTRACTOR.

d) "Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the disaster event to perform any necessary hardware, OS, network, database, application software maintenance, repair, upgrades, and updates. CONTRACTOR will work with COUNTY to determine and use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime will be discussed and mutually agreed upon.

2) Measuring System Availability - Equipment, network routers, switches, circuits, OS and layered products provided by CONTRACTOR will be monitored using automated Monitoring tools.

45 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 84 of 373

In addition, call center logs will be checked that show a resolution relating to System Availability issues. For purposes of tracking downtime duration, the Unscheduled Downtime will begin at the time at which the impact is clearly identified by COUNTY and communicated to CernerWorks via a live telephone conversation, and the conclusion time will be when COUNTY's users are able to use the System.

s. Additional Provisions

1) If COUNTY experiences a disaster event and declares a disaster, all fees outlined in section t." Disaster Event Periodic Service Fees" will apply.

2) If at any time, after COUNTY has declared a disaster per this Disaster During Implementation Provision, it is determined that recovery of COUNTY's Production Domain is not possible in the CTC the fees outlined in section t. "Disaster Event Periodic Service Fees" will be prorated up to that point in time.

//

t. Disaster Event Periodic Service Fees - COUNTY agrees to pay the following DR Services fees, as applicable, in the event of a disaster declaration.

Service (See Additional Description Below)	Fees
Disaster Declaration Fee (per Instance)	$35,000 per Instance
Hot Site Production Fees (Weekly): (Fee is in addition to the Monthly DR Service Fee) (Minimum of one weeks fees per Disaster Declaration.)	$35,000 per week
Fail-back Services Fee (Base Support Services)	No charge (The scope of the services provided by CONTRACTOR for the graceful fail-back is as described in Section 18.) (COUNTY is responsible for installing, configuring, and having an operational system at COUNTY site to fail-back to.)
Fail-back Services Fees (Additional Support Services)	$TBD based on scope of additional work (If COUNTY requests assistance rebuilding or preparing COUNTY system for a graceful fail-back, CONTRACTOR will charge professional service fees based on COUNTY's documented rate or CONTRACTOR's default rate for the appropriate resources.)

46 of 132
EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION
CER02ADMK120
HCA ASR 17-001057

1   _____1) Disaster Declaration Fee (per Instance): Disaster Declaration fee will be billed at
2   the time a disaster has been declared by COUNTY and COUNTY has requested that CONTRACTOR
3   begin work towards recovering the COUNTY production system. Upon disaster declaration hardware
4   capacity and configuration, as described in scope section, will be provided for the Production
5   environment.
6   _____2) Hot Site Production Fees (Weekly): The weekly Hot Site Production Fee will apply
7   for the duration of time that COUNTY workload is hosted at the CTC. For the duration of the disaster,
8   CONTRACTOR will provide hardware capacity as set forth in Table 1 Capacity Scope Limits of this
9   CONTRACTOR System Schedule. The Hot Site Production weekly fee is for a production domain
10   only. If the Hot Site Production service is activated for such an extended period of time that COUNTY
11   requires non-production domains (i.e. cert, build, train, etc.), additional fees will apply. Non-production
12   //
13   domains will be priced on a case by case basis dependent on type of domain and how long it's required.
14   There would be a one-time fee and weekly fee for non-production domains.
15   _____3) Note – In the event of a disaster, COUNTY will pursue reactivation of the
16   Millennium system in COUNTYs data center in a reasonable amount of time, or will work in good faith
17   on long-term RHO hosting agreement with CONTRACTOR.
18   _____3.   P2Sentinel Enterprise Solution as a Service for Disaster Recovery
19   a.   Solution Description - P2Sentinel Enterprise Solution as a Services (P2 SaaS) model for
20   use in the CONTRACTOR hosted Disaster Recovery environment (Powered by SenSage) is a
21   comprehensive, enterprise-level audit logging solution for tracking end user access to confidential
22   patient data -- enabling a capability to audit how patient information is accessed throughout an
23   #
24   enterprise. Under HIPAA, provider organizations must implement a system of accountability with
25   regards to how patient information is accessed, used and disclosed.
26   b.   Service Overview - CONTRACTOR proposes to provide technical consultation services
27   to implement the P2Sentinel Enterprise solution in a Solution as a Service (SaaS) model for use in the
28   CONTRACTOR hosted Disaster Recovery environment. Advanced configuration of the application is
29   not provided as part of this engagement.
30   1)   Disaster Recovery - The solution is installed on the DR system for use in the
31   disaster recovery environment. Data has been pulled from the production environment running in a
32   disaster recovery state hosted by CONTRACTOR.
33   a)   Maintain P2Sentinel Software and Linux OS (if required)
34   b)   Review and adjust Millennium auditing events
35   c)   Maintain COUNTY specific standards and processes
36   d)   Maintain log adapters for infrastructure application audit logs.
37   e)   Systems management activities including backup procedures

2) Activation - In the event a disaster is declared by the COUNTY, COUNTY will notify CONTRACTOR of desire for activation of the P2 SaaS solution. CONTRACTOR will promptly respond and begin work to activate the system. The P2 SaaS solution will be active within twelve (12) hours of notification from the COUNTY.

3) Monthly Fees - Upon activation of the P2 SaaS solution, monthly fees will be required. These monthly fees based upon present scope of the COUNTY Disaster Recovery environment will be fifteen thousand ($15,000) per month the solution is active. Expansion or modification to the disaster recovery environment may deem additional P2 SaaS monthly fees as necessary. CONTRACTOR will discuss in good faith impacts to environment and will work with the COUNTY on amending the scope associated with the P2 SaaS solution.

4) Test Activations (CTS-P2-HCM)

a) Test activations represented on the part # CTS-P2-HCM within this contract can be performed with appropriate notice from COUNTY. CONTRACTOR requests a minimum of four (4) weeks' notice prior to test activation. Test activations are recommended to be performed in conjunction with CernerWorks test activations of COUNTY's Disaster Recovery environment.

b) CernerWorks conducts 1 (one (1) test activation of the Disaster Recovery environment per year for four (4) year term; Should P2 SaaS test activations be desired during the term of this Agreement, these may be purchased on a separate agreement for the price of $4,000 per test activation.

5) Migration Services - In the event a disaster is declared and the COUNTY's Disaster Recovery environment and P2 SaaS solution activated, additional services will be required for the migration of the P2 SaaS data into the COUNTY's restored COUNTY Hosted P2 environment. These services will vary based upon the amount of audit data needing to be migrated as a result of the time period the Disaster Recovery environment has been in productive use.

a) Assumptions - For proper knowledge transfer we strongly recommend that the COUNTY be familiar with the core technologies used in this solution.

c. Scope of Services - CONTRACTOR's Application Services include the following:

1) Secure hosting in CTC designed to provide uninterrupted services.

2) Hardware, Third Party Layered Software is included.

3) Network connectivity to COUNTY site for CONTRACTOR hosted systems, or Internet Connectivity for COUNTY hosted systems.

4) Backup of critical systems data Audit Logs and Customized Reports.

5) Ongoing technology and software upgrade services for the Application Services

d. Responsibilities

1) CONTRACTOR's Responsibilities

a) Provide the hardware, Third Party Layered Software, storage, backups, and secured connectivity presence to the Internet and management services necessary to provide the hosted

48 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 87 of 373

Application Services.

b) Routine system maintenance requiring downtime (as needed) will occur Sundays between 2:00 a.m. and 10:00 a.m. (Central Time); this required downtime may affect the availability of the CONTRACTOR hosted Disaster Recovery environment.

c) "Web Based Training" defined as a training session delivered via the web for COUNTY identified users of the Application Services. One (1) Web Based Training session will be provided by CONTRACTOR.

2) COUNTY Responsibilities

a) Procure, install, maintain, manage, and provide internet connectivity to all pertinent COUNTY site devices which meet CONTRACTOR minimum system requirements (e.g. user workstations, audit source systems and audit system listener)

b) Identify and authorize users for using the reporting of the Application Services.

//

c) Define and maintain audit configuration in the source system, monitor and manage the process used to send data to CONTRACTOR.

d) Identify primary COUNTY contact to work with CONTRACTOR.

4. ePrescribe

a. Solution Description - CONTRACTOR supports up to ~~One Hundred~~one hundred (100) ~~Physicians/Providers~~physicians/providers. EPrescribing solutions use third party companies to supply the electronic prescribing network, also known as the 'gateway' for electronic data transmission. CONTRACTOR's approach to connecting to the transmission network is the CONTRACTOR Hub, which connects to the ePrescribing network. Regulatory requirements recently changed to allow for ePrescribing for controlled substances (Classes I – VI), however these requirements are broad-reaching and encompass much more than the CONTRACTOR ePrescribe solution. Additional solutions and technology may be needed to support DEA defined advanced authentication protocols as well as ensuring the proper policies and procedures are in place. This will also be dependent upon the receiving pharmacy organization and systems meeting such regulatory requirements. Based on these variables, the ePrescribing of controlled substances is not included in the scope of the implementation.

b. Solution Capabilities

1) CONTRACTOR ePrescribing allows prescribers to electronically transmit new prescriptions directly to a pharmacy through a secure, HIPAA compliant communication link.

2) Prescribers have the ability to receive and respond to electronic refill requests sent from Pharmacies.

3) The system performs Rx benefit eligibility checking automatically for qualified users and encounters.

4) The system displays formulary information with a visual indicator when an active pharmacy benefit available, and there is a eligible formulary item for that benefit.

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

5) The system will query for and display external Rx history information for patients when available.

c. ~~Contractor~~CONTRACTOR HUB (connection and pharmacy directory and routing information)

1) COUNTYs will use CONTRACTOR Hub, which establishes connectivity to SureScripts. COUNTY can leverage existing VPN with CONTRACTOR assuming capacity is sufficient.

2) Separate Licenses are required for the following services within the CONTRACTOR Hub:

3) Interoperability

4) CONTRACTOR-Hub allows systems to communicate in a seamless manner

5) Built on a Sonic Software ESB using an SOA that ensures it is an enterprise class system

//

6) Built to allow CONTRACTOR Millennium domains to interact with third party service provider, SureScripts using web services

7) HNAM systems interface to the CONTRACTOR Hub through IBM's WebSphere MQ peer-to-peer messaging system

8) Pharmacy directory is housed centrally

9) Contains > ninety-five (95)% of the pharmacies in the US (primarily retail)

10) Of these Pharmacies greater than sixty (60%) of these pharmacies are electronically enabled (EDI pharmacies)

11) If a recipient pharmacy is not electronically enabled (EDI), then the prescription will be converted to a fax. Faxing will occur via one (1) of the options below:

12) SureScripts faxing service will send the fax to a non-EDI Pharmacy (using SureScripts formats) using a COUNTY's local RRD infrastructure and Millennium requisitions

d. ePrescriber Registration

1) Prescribers must be registered with the CONTRACTOR Hub and SureScripts in order for a prescriber to be capable of sending and/or receiving prescriptions electronically. Initially this was done by contacting the CONTRACTOR Hub team and providing the required demographic data for the prescriber (name, phone and fax contact numbers, NPI#). The CONTRACTOR Hub team then provided COUNTY a personnel alias for the prescriber that was built in HNA-user

2) All Providers in the Organization/Facility that can prescribe Prescriptions should be registered

3) SPI alias (including phone, fax, address)

e. Connectivity

1) CONTRACTOR Hub team maintains interface connectivity for one (1) non-

production domains and one (1) production domain

    f.   Deliverables

    1) Enhanced patient safety through the prevention of prescribing errors due to illegible handwriting and/or lack of knowledge about duplicate/contraindicated medications prescribe by another provider (obtained via medical history).

    2) Improves physician and pharmacy efficiencies by reducing or eliminating phone calls and call-backs for questions or clarifications.

    3) Increases patient compliance through prescribe access to patient specific formulary data, as well as expediting the filling of the prescription at the pharmacy.

    4) Improves patient satisfaction and convenience by reducing waiting times at the pharmacy.

    5. Health Sentry

    a.   Data Connections

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    1) COUNTY domain to HealthSentry data center using a secure transmit to deliver reportable data daily

    2) HealthSentry domain to the Department of Health domain using a secure transmit to deliver reportable data daily

    b.   Rules and Mapping

    1) Patented Jurisdictional Logic will be used to determine the data which is reportable and in the specific format in which it is to be sent to the Department of Health

    2) Standardized Mapping provided for COUNTY using Health Sentry's common nomenclature as well as LOINC and SNOMED codes

    c.   Results Storing and Viewing

    1) After results are sent to the state, results in Business Objects are stored for ninety (90) days. After the ~~90~~ninety (90) calendar day period the results

    2) will be permanently stored outside of Business Objects for COUNTY

    3) After the results are sent to the state, results in the HL7 have long term storage

    d.   Produce Reports - CONTRACTOR will send an HL7 daily to the required Department of Health as contracted by COUNTY (State, County, and/or City). CONTRACTOR will provide COUNTY with a copy of the daily HL7 file as well as COUNTY specific reports in Business Objects.

    e.   Deliverables

    1) Automates reporting to public health organizations

    2) Provides faster turnaround time and more complete data

    3) Improves community security with early detection

    6. Cerner Direct

    a.   Integration

1) Provide capability of sending and receiving of encrypted messages with recipients using any trusted Direct Project–compatible system

2) CONTRACTOR will work with COUNTY to maintain secure messaging within Millennium through Message Center and Remote Report Distribution (RRD)

b. Foreign System Interface (FSI)

1) Maintain Interface to CONTRACTOR Hub (VPN connection to the CONTRACTOR Hub)

7. Transaction Services

a. Scope of Use Limits

Solution Description	Scope of Use Metric	Scope of Use Limit	Scope of Use Metric Description
Cerner Address Validation	Eligibility Requests	12,000	Monthly volume of inquiries regarding patient insurance and benefit coverage verification
Cerner Eligibility and Benefits Verification	Eligibility and Spend Down Req	12,000	Monthly volume of inquiries regarding patient insurance and benefit coverage verification

b. Scope of Use Expansion - In the event any scope of use limit set forth herein is exceeded, COUNTY agrees to expand scope of use at CONTRACTOR'S then-existing rates. COUNTY'S scope of use will be measured periodically by CONTRACOR'S system tools, or, for metrics that cannot be measured within the System, COUNTY will provide the relevant information to CONTRACTOR at least one (1) time(s) per year.

c. Subscription

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1) Minimum Monthly Fees. COUNTY agrees to pay to CONTRACTOR a minimum monthly fee for the Transaction Services based upon an expected monthly transaction volume as mutually agreed upon by COUNTY and CONTRACTOR, and as set forth in Section III of this Attachment. The minimum monthly fee(s) shall be invoiced each month in advance, beginning upon First Productive Use.

2) Transaction Overage Fees. In the event COUNTY'S transaction volume in any given month exceeds the scope of use limit(s) for the Transaction Services as set forth above, the additional transaction overage fee(s) will apply

Contractor   3) CONTRACTOR Transaction Services has partnerships and connections in

place with TeleVox, SearchAmerica, United States Postal Service, Relay Health, Emdeon, Ingenix, Practice Insight, Megas, Unicor Medical and MedAssets

     d.   Address Verification

       1) Cerner Address Validation works with the United States Postal Service (USPS) and is a supporting service that adds address checking functionality to existing Cerner solutions. Cerner's Transaction Services hosts a centralized database containing all valid residential addresses and utilizes the Address Matching System and Delivery Point Validation Tools from the United States Postal Service

       2) Service will notify end user if the address is not a valid residential address or the address does not exist

       3) Service will auto-fill City and State when end user enters 5-digit ZIP Code

       4) Service will provide a list of valid ZIP codes when end user enters City and State

       5) Service will notify end user if an address is not a valid residential mail destination or does not exist

       6) Service will return formatted addresses to United States Postal Service standards when end user completes an address entry

       7) Appends, updates or corrects ZIP + 4 codes

       8) Corrects spelling errors and adds missing address elements

       9) Formats addresses to United States Postal Service standards

       10) Formats addresses to United States Postal Service standards is required to leverage other services and to qualify for postage discounts offered by United States Postal Service

       11) Registration Management is a pre-requisite for Address Validation

     e.   Eligibility and Benefits Verification

       1) Includes enrollment for twenty (20) payers, Millennium integration, & non-integrated web portal

       2) Connectivity using HTTPs

       3) Real-time X12 270/271 transaction set

       4) Includes design, build, test, train, and go-live following MethodM

       5) CONTRACTOR Registration Management is required

       6) Includes enrollment for twenty (20) Payers, Millennium integration, & non-integrated web portal

       7) Connectivity using HTTPs, or TCP/IP

       8) Real-time X12 270/271 4010A1 transaction set

  8.   Application Management Services

     a.   Configuration, Setup and Engagement Description - This Scope includes in-depth operational model presentations with COUNTY application leaders, help desk manager, and information system (IS) analysts, multiple planning sessions with COUNTY leaders and the help desk manger, report setup, engagement meeting setup, change management setup, standard operating procedure

documentation, Ticket backlog transition planning, maintenance and monitoring tools setup, proactive checks including recommended priority and action plan, content review, and service record interface implementation. A description of each of the processes is set forth below.

   b. Transition Planning Events - CONTRACTOR will establish a planning session via teleconference to present transition plan and schedule COUNTY education event to begin transition at COUNTY'S primary facility within ninety (90) business days prior to the scheduled service start date. Prior to the visit, CONTRACTOR will identify COUNTY personnel needed during this visit. Objectives of the meeting include, but are not limited to:

   1) Create visibility/rapport and begin building relationships and commitment to the partnership;

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   2) Establish ongoing weekly planning sessions with the appropriate COUNTY leaders to initiate or develop specific processes, such as change management and configuration request processes;

   3) Establish a configuration change request process;

   4) CONTRACTOR solution architect(s) and COUNTY change management subject matter experts (SMEs) analysts will participate in separate solution specific sessions:

   a) Solution reviews: introduce/create leveraged Documentation to improve AMS COUNTY-specific knowledge and mitigate COUNTY time when troubleshooting.

   b) Introduce work plans: introduce/create leveraged Documentation to minimize COUNTY time investment during configuration process

   c) Review road map: integration architect will work with COUNTY to understand road maps and assist with domain strategy

   d) Establish COUNTY contacts

   e) Help COUNTY understand how to maximize CONTRACTOR support services

   5) Prior to event, CONTRACTOR will perform Bedrock/solution-specific proactive audits on current production domain and present findings

   c. COUNTY Help Desk Interface - The Cerner Client Help Desk ("CCHD") interface is a bidirectional interface that provides connectivity from COUNTY'S level one help desk ticket system to CONTRACTOR's ticket system. This allows the COUNTY to create a ticket in COUNTY'S current system to generate a service record in CONTRACTOR'S ticket system. Ticket originates in COUNTY system and includes bidirectional updates. All updates to either COUNTY'S or CONTRACTOR'S ticket record will be captured in both systems and an activity will be created in both systems. CONTRACTOR will use its service record assignment created by the CONTRACTOR tool to track the ticket within CONTRACTOR. Ticket must be initiated with the COUNTY'S ticketing system. During the transition, CONTRACTOR will review specifications, create and manage the project plan, and provide resources to build the interface on the eService side provided COUNTY'S current ticketing system can accommodate

an interface.

d. Incident Management Ticket Backlog System - During the transition stage, CONTRACTOR will review existing COUNTY and CONTRACTOR Incident Management Tickets for the Managed Software, and will transition the appropriate Incidents to CONTRACTOR support. CONTRACTOR will review existing COUNTY configuration request Tickets for the Managed Software, and will transition vetted, prioritized Tickets that COUNTY resources are able to fully engage with on a weekly basis to CONTRACTOR support upon AMS go live, as set forth in the "Scope of Use Limits" section of this Scope. CONTRACTOR will work to prioritize both the Incident management and configuration request Tickets with COUNTY and work toward resolution of such requests. Tickets currently logged with SolutionWorks will remain with SolutionWorks until closure.

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e. Change Management - During the transition stage, CONTRACTOR will work with COUNTY to set up and maintain a change management process. CONTRACTOR will draft a standard operating procedure document that outlines processes and polices specific to AMS

f. COUNTY Governance Structure - COUNTY employees are responsible for setting priorities, providing general decision-making, overall organizational road mapping, defining organizational policies and procedures, developing communication strategy and defining and communicating key strategies and tactics to meet organizational goals. During the transition stage, CONTRACTOR will provide suggestions for COUNTY's governance structure, but it is the COUNTY's responsibility to identify departmental representatives, technical and clinical stakeholders, and executive oversight to participate in COUNTY governance. COUNTY will provide an application manager or equivalent for AMS engagement leadership to engage with daily.

g. AMS Change Management Group - The governance structure will also contain a group responsible for approving or rejecting changes to reference data proposed by departmental workflow SMEs (a "Change Management Group"). The Change Management Group will be responsible for setting priorities as they relate to end-user requests, approving system changes and change schedules, engage with CONTRACTOR to provide change request design, and manage communication and education strategies related to the change requests. CONTRACTOR engagement leader will serve as the AMS representative on the Change Management Group. During the transition stage, CONTRACTOR will provide the structure for the COUNTY's Change Management Group, but it is COUNTY's responsibility to identify solution and departmental representatives, technical and clinical stakeholders, and executive oversight to participate in this Change Management Group to serve as production approvers. COUNTY SMEs will vet end-user requests for change for appropriateness prior to submitting to AMS.

h. Support and Monitoring Tools

1) Bedrock Packages - CONTRACTOR tool used to build multiples of the same items such as orders in *Cerner Millennium* to ensure consistency and quality. COUNTY must allow

CONTRACTOR to keep the *Bedrock* code level within three (3) months of the current code level.

2) AMS Dashboard - A standalone monitoring tool designed for *Cerner Millennium* that enables several functions to be monitored from one solution. COUNTY must allow CONTRACTOR to keep the AMS Dashboard code level within three (3) months of the current code level. COUNTY must grant access for CONTRACTOR tools to communicate with the system and database.

3) During the transition, CONTRACTOR shall request the installation of the above packages

i. Proactive Review - CONTRACTOR shall conduct ongoing analysis of the Managed Software to determine preferences, purging, and other settings that may impact the optimal use of the System. All settings found to be not aligned with recommendations will be documented and presented to COUNTY to determine priorities, at which point CONTRACTOR will begin the necessary proactive changes following approved change management practices. If COUNTY chooses not to pursue specific recommendations, CONTRACTOR shall note the recommendation as "overridden", and shall provide a report of all "overridden" recommendations at the next quarterly on-site review.

j. Standard Operating Procedure(SOP) Documentation

1) CONTRACTOR will provide COUNTY with the following Documentation of AMS procedures:

a) Work instructions outlining the process for Ticket logging, tracking, and the various Incident, service, and change request issue statuses that CONTRACTOR and COUNTY will use;

b) SOP outlining various tasks that will be performed as part of operations monitoring. The SOP will document the notification and tracking of issues.

k. Quarterly Reviews - Once per quarter, CONTRACTOR will conduct a formal review, which may include discussions regarding service and operations progress and metrics, benefits, and COUNTY feedback.

l. Travel Expenses - The AMS fees set forth in the Agreement do not include travel, lodging, per diem, or other out-of-pocket expenses incurred by CONTRACTOR personnel during the initial AMS transition period, on-site reviews, or subsequent visits. Such expenses must be pre-approved by ADMINISTRATOR, and shall be enacted through written, mutual agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement. CONTRACTOR shall provide ADMINISTRATOR an estimate of period travel expenses within thirty (30) calendar days of contract Effective Date. CONTRACTOR shall bill approved travel expenses to COUNTY monthly, as incurred. Any estimate of expenses can change based on variables such as airfare and location of COUNTY's facility(s).

m. Application Management

1) Application Management is the set of services and updates required to ensure the Managed Software is available for end users. Support includes changes to the Managed Software that

does not require the addition of new functionality (i.e. adding medications integration) or new solutions. Each party agrees to perform its respective Application Management responsibilities as set forth in Table 1 below. **All CONTRACTOR tasks outlined in Table 1 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.**

2) CONTRACTOR and COUNTY will use Tickets in the CONTRACTOR service tracking tool to track Managed Software Incidents, service, and change requests. End users must access COUNTY's help desk to enter issue requests which will transmit across the CCHD interface into the CONTRACTOR tracking tool. In the event that an interface is not possible, COUNTY's level one (1) help desk will log the Tickets into the Contrator tracking tool. Examples of change requests (examples below may not be representative of the Managed Software):

a) Modification to existing orders, tasks, preferences, and users

b) Addition of code sets (pre-defined lists) and alias (interface mapping)

c) Building PowerForms, discrete task assays, orders (nursing and interdisciplinary documentation)

d) Adding event sets (results viewing)

No.	Table 1: Application Management Responsibility Matrix	CONTRACTOR	COUNTY
1.1	**User Accounts**		
1.1.1	Designate security representative and provide definition of required roles, positions and solution specific security profiles. Notify CONTRACTOR of any changes to user security, such as termination and role change		X
1.1.2	Support user database for solution-specific security such as task access, positions, and role setup	X	
1.1.3	Maintain individual users' accounts at the global level only as approved through change management	X	
1.1.4	Add new users' and manage the individual users' accounts		X
1.1.5	CONTRACTOR will create and manage user accounts for CONTRACTOR AMS associates	X	
1.2	**Maintenance Activities**		
1.2.1	Maintenance of remote report distribution settings using CONTRACTOR maintenance tools	X	
1.2.2	Capture customized workflows outside of CONTRACTOR recommendations	X	

57 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION
HCA ASR 17-001057   Page 96 of 373

No.	**Table 1:** **Application Management Responsibility Matrix**	**CONTRACTOR**	**COUNTY**
1.2.3	Conduct end-user training		X
1.2.4	Build and maintain reference database elements using CONTRACTOR build tools	X	
1.2.5	Identify and provide printer and printer location(s) list		X
1.2.6	Maintain change management of local installations (fat client) of the Managed Software on COUNTY personal computers		X
1.2.7	Perform event code/event set changes as required	X	
1.2.8	Maintain solution-specific security based on COUNTY-supplied guidelines	X	
1.2.9	Maintain solution-level Microsoft Windows Terminal Server (WTS) locations	X	
1.2.10	Manage WTS locations		X
1.3	**Second Level Application Support**		
1.3.1	Provide troubleshooting expertise, Incident and Problem resolution	X	
1.3.2	Recommend short-term and long-term alternative resolutions to Incidents and Problems	X	
1.3.3	Follow CONTRACTOR policies for handling patient data	X	
1.3.4	Provide COUNTY with monthly service reports	X	
1.3.5	Provide accurate Ticket description and example Provide point of contact who can verify request is complete		X
1.3.6	Provide internal COUNTY help desk that serves as the initial point of contact for end users to address level 1 (one) type scenarios, on-site hardware, and application training support		X
1.3.7	Perform Daylight Savings Time management activities for the Managed Software	X	
1.3.8	Troubleshoot and resolve foreign system and medical device interface errors on the CONTRACTOR-side of Managed Software interfaces	X	

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

No.	Table 1: Application Management Responsibility Matrix	CONTRACTOR	COUNTY
1.3.9	Troubleshoot and resolve foreign system and medical device interface errors on COUNTY-side of interface		X
1.3.10	Departmental workflow tasks (i.e., person combines, cancelling orders, resulting orders)		X
1.4	**Operations Management**		
1.4.1	Monitor purge job activity to ensure purges are completing successfully	X	
1.4.2	Set up and maintain purges and operations jobs	X	
1.4.3	Add/remove operations jobs	X	
1.4.4	Provide purge retention criteria		X
1.4.5	Set purge retention criteria for purge jobs and schedule jobs to run	X	
1.4.6	Complete event management threshold document and provide continuous directives regarding desired management of operations jobs and interfaces thirty (30) days prior to the AMS go-live date		X
1.5	**CCHD Interface**		
1.5.1	Provide specifications for the level one help desk ticket system and, if applicable, provide Application Program Interface access		X
1.5.2	Review specifications, create, and manage project plan	X	
1.5.3	Provide resources to build interface on the eService side	X	
1.5.4	Provide resources to assist with technical questions and COUNTY workflow within ticketing system		X

n.   Custom Report and Rule Management - CCL report or rule (hereafter referred to as a "Custom Report and Rule") management is the maintenance of COUNTY Custom Reports and Rules and Discern rules.   This includes an inventory of all reports, rules and Discern rules that are used in COUNTY's *Cerner Millennium* production system. CONTRACTOR will make modifications to existing production Custom Reports and Rules, Custom Rules or rules to address changes requested by COUNTY as well as those required for release upgrades and content updates. Each party agrees to perform its respective Custom Report or Rule management responsibilities as set forth in Table 2 below. Creation of new Custom Reports or Rules and modifications to existing production Custom Reports and Rule

EXHIBIT A
CER02ADMK120

impacting more than twenty-five percent (25%) of the code shall be considered new Custom Report and Rule development. If new Custom Report or Rules development services are included in the "Scope of Use Limits" section, COUNTY is entitled to development of the number of new reports or rules set forth therein. **All CONTRACTOR tasks outlined in Table 2 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.**

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No.	Table 2: Custom Report and Rule Management	CONTRACTOR	COUNTY
2.1	**Custom Report and Rule Request**		
2.1.1	Request modification to Custom Reports or Rules or *Discern* rule; provide requirement and mockup of change		X
2.1.2	Troubleshoot issues with Custom Reports or Rules or *Discern* rules in production	X	
2.1.3	Manage requests using tracking tool and report status to COUNTY	X	
2.1.4	Modify and test Custom Reports and Rules and *Discern* rules	X	
2.1.5	Within 30 days, validate and sign off on Custom Reports or Rules and assure the integrity of the resulting data		X
2.1.6	Provide Incident management and maintenance of Custom Reports and Rules not developed by CONTRACTOR until stabilized; New reports and rules will be considered stable 30 days from First Productive Use provided there are no documented issues from the validation process		X
2.1.7	Request Custom Report and Rule or *Discern* rule modifications; provide requirement and mock up for the request		X
2.1.8	Customization of *P2Sentinel* reports		X

No.		CONTRACTOR	COUNTY
2.2	***MPages* Request**		
2.2.1	Localization of CONTRACTOR-developed *MPages* utilizing a *Bedrock* wizard	X	
2.2.2	Development or localization of *MPages*		X

o. Content Management - CONTRACTOR will provide updates of content packages to COUNTY, which includes standard content such as Multum, ICD-10, CPT-4, as well as code content included in exception service packages as needed. Each party agrees to perform its respective content management responsibilities as set forth in Table 3 below. NHIQM updates are excluded from content management. **All CONTRACTOR tasks outlined in Table 3 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.**

No.	Table 3: Content Management	CONTRACTOR	COUNTY
3.1	**Package Management**		
3.1.1	Maintain standard content updates subject to the "Scope of Use Limits" section of this Scope	X	
3.1.2	Install content and service packages and perform technical special instructions (if not remote hosted by CONTRACTOR or utilizing Operational Management Services (OMS), otherwise this becomes a Contrator responsibility)		X
3.1.3	Perform application related front-end special instructions for service package loads	X	
3.1.4	Provide regression test scripts	X	
3.1.5	Monitor Licensed Software notifications (i.e., flashes, advisories, *Cerner Knowledge Network*, etc.) and take necessary action	X	
3.1.6	Validate service packages/solution enhancements and fixes, and assure the integrity of the resulting data. COUNTY is responsible for final approval/sign off		X
3.1.7	Perform and manage the process for local installations (fat client) of the Managed Software on COUNTY personal computers		X

p. Application Monitoring - CONTRACTOR shall provide twenty-four (24) hour a day, seven (7) day a week, every day of the year ("24 x 7 x 365") service to monitor and correct errors with

61 of 132
EXHIBIT A
X:\ASR\ADMIN\Redline_Cerner Maintenance and Support Services K1 FY 17-20 NL.doc
CER02ADMK120
Cerner Corporation

HCA ASR 17-001057
Page 100 of 373

interfaces, chart servers, operations jobs, remote report distribution (RRD), and printing. Profiles will also be created to inventory and baseline transaction volumes. Each party agrees to perform its respective responsibilities as set forth in Table 4 below. **All CONTRACTOR tasks outlined in Table 4 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.**

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No.	Table 4: Application Monitoring	CONTRACTOR	COUNTY
4.1	*Cerner Millennium*: **Management**		
4.1.1	Notify COUNTY help desk of Incidents found that affect service and require COUNTY intervention	X	
4.1.2	Remove or inactivate non-current items monitored or managed by CONTRACTOR (such as printers, operations jobs, and interfaces) with COUNTY approval	X	
4.1.3	Notify CONTRACTOR of additions, removals, or non-standard configuration changes within COUNTY's interface engine, prior to implemented/completed changes		X
4.2	*Cerner Millennium*: **Interfaces Monitoring**		
4.2.1	Monitor *Cerner Millennium* outbound interface queue counts and status to ensure the active outbound interfaces are operational	X	
4.2.2	Monitor *Cerner Millennium* inbound interfaces status to ensure the active inbound interface is running	X	
4.2.3	Monitor *Cerner Millennium* server status for medical device interface and bedside medical device interface	X	
4.2.4	Operation and maintenance of non-CONTRACTOR side of foreign system and medical device interface		X
4.3	*Cerner Millennium*: **Clinical Reporting (Win32) Monitoring**		
4.3.1	Monitor chart server status and settings	X	
4.3.2	Monitor chart request status and resubmit unsuccessful	X	

No.	Table 4: Application Monitoring	CONTRACTOR	COUNTY
	charts		
4.3.3	Review chart server errors, configurations, and propose recommended changes	X	
4.4	*Cerner Millennium*: **Operations Job Monitoring**		
4.4.1	Monitor *Cerner Millennium* scheduled operations jobs to ensure scheduled tasks trigger and process without error	X	
4.4.2	Restart operations jobs as required	X	
4.4.3	Provide rerun instructions for an operations job error	X	
4.4.4	Document and report operations job issues	X	
4.5	*Cerner Millennium*: **Remote Report Distribution Monitoring**		
4.5.1	Monitor *Cerner Millennium* remote-report distribution (RRD) server and RRD service status	X	
4.5.2	Monitor *Cerner Millennium* RRD communication port status	X	
4.5.3	Investigate RRD fax errors and retransmit as needed	X	
4.5.4	Manage RRD hardware (fax station, connectivity, modem status, and power)		X
4.5.5	Deliver fax-related training communication to end users		X
4.6	*Cerner Millennium*: **Print Queue Monitoring**		
4.6.1	Monitor *Cerner Millennium* backend print queues for hung processes	X	
4.6.2	Enable down or cycle hung backend print queues	X	
4.6.3	Manage printer hardware devices and local connectivity		X
4.6.4	Monitor COUNTY-owned print server queues		X
4.7	*Cerner Millennium*: **XR Clinical Reporting Monitoring**		
4.7.1	Monitor WebSphere application server status	X	
4.7.2	Monitor report request status	X	

q.   Change Management - COUNTY and CONTRACTOR will follow a formal process for changes made to the Managed Software. CONTRACTOR will provide a copy of the change management procedure to COUNTY. This process (i) ensures that changes occur in a controlled environment so that all parties understand the potential impact of an impending change and (ii) identifies potentially affected systems and processes prior to implementation of the change(s). COUNTY will authorize all changes that affect production domains as specified in the standard change management procedure. COUNTY

63 of 132

EXHIBIT A

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC

CER02ADMK120

CERNER CORPORATION

HCA ASR 17-001057

Page 102 of 373

agrees to cooperate with CONTRACTOR regarding providing reasonable and appropriate Configuration Change windows and participating in the testing as reasonably required. Each party agrees to perform its respective change management responsibilities as set forth in Table 5 below. **All CONTRACTOR tasks outlined in Table 5 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.**

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No.	Table 5: Change Management	CONTRACTOR	COUNTY
5.1	**Change Management**		
5.1.1	Provide plan for COUNTY's Change Management Group	X	
5.1.2	Identify representatives to comprise COUNTY's Change Management Group and perform COUNTY responsibilities as set forth in the structure		X
5.1.3	Provide and maintain an automated change management system for the centralized reporting and tracking of changes made by CONTRACTOR personnel	X	
5.1.4	Establish change management process that includes formal vetting and prioritization of requests for change by COUNTY		X
5.1.5	Perform project management		X
5.1.6	Provide reporting to COUNTY executive management	X	
5.1.7	Facilitate and participate in weekly AMS change management meetings	X	X
5.1.8	Agree to weekly production change window schedule	X	X
5.1.9	Communicate planned outages to end users		X
5.1.10	COUNTY will be a verbal authorization production environment change authorization (PECA) approver and will designate an AMS engagement leader and integration architect on the PECA approval list		X
5.1.11	Communicate system changes on non-Managed Software		X

No.	Table 5: Change Management	CONTRACTOR	COUNTY
	to the CONTRACTOR team as necessary		
5.1.12	Test all changes to the Managed Software prior to submitting to COUNTY for validation	X	
5.1.13	Validate all changes to the Managed Software prior to moving them to production in a certification domain and immediately upon completion of the change in production		X
5.1.14	Test solution enhancements and defect fixes to ensure the integrity of the resulting data		X
5.1.15	Provide 6-month notice to CONTRACTOR of material changes to COUNTY growth in the scope of the Managed Software (e.g., order volumes, users), as set forth in the "Scope of Use Expansion" section of this Scope		X
5.1.16	Provide guidelines for governance structure to support change management activities and meetings	X	
5.1.17	Identify representatives to execute and participate within a governance structure		X
5.2	Service Management		
5.2.1	Provide monthly statistics and management reports to COUNTY on service level attainment	X	

r. Incident and Problem Management - Incident management is the identification, assessment of impact, reporting, tracking, escalation, notification, and resolution of Incidents that occur in the Managed Software. Problem management is the identification of root cause and corrective or preventative action for one or more Incidents. COUNTY is responsible for maintaining a staffed help desk that will provide the first line of support of users and data coordination calls. This line of support will distinguish issues with the Managed Software versus connectivity or infrastructure Incidents. In addition, COUNTY agrees to designate workflow SMEs at COUNTY facility to address solution-specific Incidents. Each party agrees to perform its respective Incident and Problem management responsibilities as set forth in Table 6 below. **All CONTRACTOR tasks outlined in Table 6 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.**

No.	Table 6: Incident and Problem Management	CONTRACTOR	COUNTY
6.1	**Incident and Problem Management**		
6.1.1	Provide single point of contact for proper escalation of Incidents and Problems	X	X
6.1.2	Log all Incidents in accordance with the documented processes set forth in this Agreement		X
6.1.3	Maintain ownership of all Incidents and Problems related to AMS through closure or until agreement that the Incident or Problem is not within CONTRACTOR's scope of responsibility	X	
6.1.4	Perform root cause analysis on Problems that affect service level standards	X	
6.1.5	Notify COUNTY help desk of Incidents found that affect service	X	
6.1.6	Staff operations twenty-four (24) hours per day, seven (7) days per week ("24 x 7")	X	
6.1.7	Provide on-call solution staff 24 x 7	X	
6.1.8	Ensure proper notification and escalation of Incidents and Problems in accordance with standard operating procedures	X	
6.1.9	Differentiate between solution and connectivity Incidents, manage non-Managed Software Incidents and Problems with appropriate teams		X
6.1.10	Provide escalation process within COUNTY's organization		X
6.1.11	Assign information technology coordinator as primary contact according to CONTRACTOR standard escalation processes		X
6.1.12	Provide assistance for third-party software issues and engage the appropriate third-party support teams when possible. SLAs do not apply.	X	
6.2	**Level 1 Help Desk**		
6.2.1	Maintain COUNTY help desk on a 24 x 7 basis to provide first line of support to end users and average first call resolution of twenty-five (25%) per month (excludes password resets)		X
6.2.2	Answer basic system questions		X
6.2.3	Route user Tickets to the appropriate party		X
6.2.4	Gather relevant contact information and log all Tickets		X
6.2.5	Maintain a library of electronic and printed system reference materials for use in answering user questions and resolving basic Problems		X
6.2.6	Perform password resets		X

No.	Table 6: Incident and Problem Management	CONTRACTOR	COUNTY
6.3	**Workflow and Change Management Subject Matter Experts**		
6.3.1	Remain engaged on high/critical Incident calls as needed		X
6.3.2	Assist in validation of the resolution of an Incident as well as provide additional details for issue investigation as needed		X
6.3.3	Assist with end-user communication (downtimes, code changes, process changes, etc.)		X
6.3.4	Provide workflow training assistance		X

s.   Service Level Agreement - CONTRACTOR will meet or exceed the SLAs during the Measurement Period. SLAs are subject to Service Level Credits (SLCs) as defined herein. SLAs will not apply during the Transition Period.

t.   Service Level Review - On each 12-month anniversary of the end of the Transition Period, upon COUNTY's request, COUNTY and CONTRACTOR will review the weighting factor allocation and adjust such allocation as mutually agreed. Upon completion of the annual review, the parties will update the weighting factors to reflect the agreement reached.

u.   Service Level Failure ("SLF") An SLF will be deemed to occur whenever CONTRACTOR's level of performance for a particular service level fails to meet an SLA in a given month.

v.   Service Level Credits ("SLC")

1)   Each category will be assigned a weighting factor. No single SLA may have a weighting factor exceeding four percent (4%), and the total of the weighting factors for all SLA categories cannot exceed the risk percentage of 14% of the actual monthly charges for AMS.

2)   For each SLF, CONTRACTOR will provide COUNTY with a SLC that will be computed by multiplying the weighting factor for that category and actual monthly charges. For example, if CONTRACTOR has failed to meet its SLA for a category with a weighting factor of three percent (3%), and the actual monthly charge for AMS was $100,000, the SLC is calculated as follows:

a)   SLC = Weighting factor x actual monthly charges

b)   SLC = three percent (3% or 0.03) of $100,000 = $3,000

c)   In this example, the SLC for that month for that specific category would be $3,000.

3)   For each Incident priority, CONTRACTOR will apply an escalator increase incremental to the priority-weighting factor. For example, if CONTRACTOR has failed to meet its SLA for an Incident priority with a weighting factor of three percent (3%) with the resolution time met for

67 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 106 of 373

only seventy-five percent (75%) of the calls, and the actual monthly charge for AMS was $100,000, the SLC is calculated as follows:

        a)   SLC = Weighting factor x actual monthly charges

        b)   Escalator = Weighting factor x 2

        c)   SLC = three percent (3% or 0.03) of $100,000 = $3,000 x 2 = $6,000

        d)   In example, the SLC for that month for that priority would be $6,000.

        4)   The total amount of SLCs that CONTRACTOR incurs with respect to SLF occurring each month will be credited to COUNTY on the invoice delivered the month immediately following the month in which the SLFs giving rise to such SLCs occurred. For example, the amount of SLCs granted to SLFs occurring in August will be credited on the invoice delivered in September.

        w.   Root Causes - CONTRACTOR will work to identify root causes related to SLFs and correct causes of Problems for which CONTRACTOR is responsible under the Agreement. COUNTY will correct causes of Problems and attempt to minimize the recurrence of such Problems that prevents or could reasonably be expected to prevent CONTRACTOR from meeting the SLA.

        x.   Excused Service Levels - CONTRACTOR will be relieved of responsibility for meeting any SLA to the extent caused or affected by:

        1)   The actions or inaction of COUNTY or its affiliates, third-party suppliers, or services recipients;

        2)   COUNTY's prioritization of available resources;

        3)   Changes made to the environment by COUNTY that were not communicated in accordance with the change management process;

        4)   Events beyond the reasonable control of CONTRACTOR, including but not limited to war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, fires, or acts of God;

        5)   COUNTY not allowing CONTRACTOR to keep the *Bedrock* and AMS Toolkit packages within three (3) months of the current code. The AMS Toolkit package is required to keep the AMS Event Management Dashboard monitoring and management tools operational;

        6)   COUNTY not having Lights-On installed and contributing data to the Lights-On network

        7)   Recommendations not pursued by COUNTY which affect CONTRACTOR's ability to meet SLA or monitoring expectations can result in forfeiture of SLCs;

        8)   Failure to call into CONTRACTOR service line for critical or high Incidents; or

        9)   Non-production domains.

        y.   Service Level Measurements – Application Incident Resolution SLA – All COUNTY-reported application Incidents will be analyzed upon receipt and categorized as set forth in the table below:

//

EXHIBIT A
CER02ADMK120

Table 7			
Priority	**Resolution Time SLA**	**Weighting Factor**	**Frequency**
Application Incident Resolution			
Critical	Ninety percent (90%) within six (6) hours	Three percent (3%)	Monthly
High	Ninety percent (90%) within eighteen (18) hours	Two percent (3%)	Monthly
Moderate	Ninety percent (90%) within three (3) business days	Two percent (2%)	Monthly
Minor	Ninety percent (90%) within six (6) business days	One percent (1%)	Monthly
Application Configuration			
Critical	Ninety percent (90%) within twenty-four (24) hours	Three percent (3%)	Monthly
High	Ninety percent (90%) within forty-eight (48) hours	Two percent (2%)	Monthly
Escalator			
Each Priority	Eighty-five percent (85%) or less (but not less than eighty percent (80%))	Weighting Factor x 1.5	
Each Priority	Seventy-nine point nine percent (79.9%) or less (but not less than seventy percent (70%))	Weighting Factor x 2	
Each Priority	Sixty-nine point nine percent (69.9%) or less (but not less than sixty percent (60%))	Weighting Factor x 2.5	
Each Priority	Fifty-nine point nine percent (59.9%) or below	Weighting Factor x 3	

1)   The total Weighting Factor cannot exceed a total of fourteen percent (14%).

2)   A single Weighting Factor cannot exceed four percent (4%).

3)   Each Priority Definition must have a minimum of ten (10) Tickets logged within the monthly measurement period to qualify for SLA penalties.

4) Service level attainment calculation: *Number of Tickets (by Priority) closed meeting the SLA attainment divided by the number of Tickets closed (by Priority) x 100*

5) Duplicate Tickets will be treated as a single SLA.

6) Note: Tickets received by AMS that are determined to be out-of-scope and are transferred to other CONTRACTOR support organizations for resolution and closure will be excluded when calculating service level attainment.

z. Incident Code Descriptions

Table 8: **Incident Code Descriptions**	
Incident	**Description**
Critical	1) Majority (greater than 50%) of concurrent users across all locations are unable to process transactions or access managed solutions critical to their ability to conduct daily business **AND** 2) No bypass or alternative is available **AND/OR** 3) Major financial impact or patient care or safety conditions exist 4) Note: Critical Incidents must be called into the CONTRACTOR AMS service number immediately after logging the request.
High	5) Significant percentage twenty-five to fifty percent (25-50%) of concurrent users are unable to process transactions or access managed solutions required to conduct daily business **OR** 6) A component of Managed Software required to complete a critical workflow is non-functional for more than one (1) user **AND** 7) No bypass or alternative is available **AND/OR** 8) Financial impact or patient care or safety conditions exist 9) Note: High Incidents must be called into the Cerner AMS service number immediately after logging the request.
Moderate	10) A component, minor solution, or procedure is down, unusable, or difficult to use. There is some operational impact but no immediate impact on service delivery, financial, or patient care. An acceptable workaround, alternative or bypass exists. One or more COUNTY locations are impacted. Problems that would be considered critical or high that have a workaround, alternative, or bypass available will be assigned as a moderate Incident.
Minor	11) A component, procedure or personal application (not critical to COUNTY) is unusable. No impact to business, single Incident failure, and a workaround, alternative, or bypass is available. Deferred maintenance is acceptable.

70 of 132
EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057
Page 109 of 373

Table 8: Incident Code Descriptions	
Incident	**Description**
Resolution Time	12) The Application Incident Response SLA performance time for a resolution will be calculated as the difference between the time a request is "opened" in CONTRACTOR tracking tool and the time the request is documented as "closed" in CONTRACTOR tracking tool, less the time the Incident is in "Client Action" in CONTRACTOR tracking tool. An Incident is considered in "Client Action" when CONTRACTOR is asking COUNTY a question or when CONTRACTOR is requesting information from COUNTY or for the duration of COUNTY validation.
	13) The Application Incident Response SLA performance time for requests needing a software change (software defect or software enhancement) will be calculated from the time the request is "opened" in CONTRACTOR tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" in CONTRACTOR tracking tool. The request will be closed in the CONTRACTOR tracking tool at the time the software change is identified and will be tracked via CONTRACTOR software release process.
Remedy	14) COUNTY'S RIGHTS UNDER THIS SECTION (SERVICE LEVEL AGREEMENT) CONSTITUTE ITS SOLE AND EXCLUSIVE REMEDY AND CONTRACTOR'S SOLE AND EXCLUSIVE OBLIGATIONS WITH RESPECT TO ANY SERVICE LEVEL FAILURE.

aa. Application Configuration Change SLA and SLO

Table 9: Application Configuration Change SLA and SLO	
Application Configuration requests are changes to support existing functionality in the Managed Software. All Application Configuration requests will be analyzed upon receipt. CONTRACTOR and COUNTY will agree upon the category unless otherwise already defined. Requests may be grouped together into single projects, with agreement by CONTRACTOR and COUNTY. The custom groupings may affect how the request will be categorized (due to the level of complexity involved in the complete project).	
Entitlement	**Description**
Critical	The request will resolve an issue with patient care or have a positive financial impact.

Table 9: Application Configuration Change SLA and SLO		
High	The request is of a time-critical nature that will not necessarily affect patient care or create a financial impact to COUNTY.	
Entitlement	**Description**	**SLO**
Basic	Examples of basic configuration include updates to an existing orderable, printer, appointment type, etc. For Clairvia, five hundred (500) rows or less mapped per acuity update will be considered Basic.	Five (5) business days
Advanced	Examples of advanced configuration include updates to an existing power-form, chart form, new orderable, etc. For Clairvia, 501 to 2000 rows mapped per acuity update will be considered Advanced.	Ten (10) business days
Complex	Examples of complex configuration include updates to an existing interface script, new chart format, etc. For Clairvia, two thousand and one (2001) to five thousand (5000) rows mapped per acuity update will be considered Complex.	Fifteen (15) business days
Entitlement	**Description**	**SLO**
Requiring Scope Definition	These requests will be for efforts that require a scope to be defined. Examples of these types of requests would be updates to existing Custom Reports, *Discern* rules, person management rule, etc. Both parties will agree upon the turnaround time for these types of requests after the scope has been determined and mutually agreed upon. CONTRACTOR is responsible for developing a business design and associated scope for such requests. For Clairvia, five thousand and one (5001) rows and greater mapped per acuity update will be considered Requiring Scope Definition.	Negotiated at time of scoping
Performance Time	Application Configuration Change SLO performance time will be calculated as the difference between the time a request is "opened" (after COUNTY approves request) in CONTRACTOR tracking tool and the time the request is documented as "closed" (after the change is moved into the production environment and validated by COUNTY) in CONTRACTOR tracking tool, less the time the request is in "Client Action" in CONTRACTOR tracking tool. Issue is considered in "Client Action" when CONTRACTOR is asking COUNTY a question or when CONTRACTOR is requesting information from COUNTY.	

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION

CER02ADMK120

Table 9:
Application Configuration Change SLA and SLO
Application Configuration Change SLO performance time for requests needing a software change (software defect or software enhancement) will be calculated from the time the request is "opened" in CONTRACTOR tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" in CONTRACTOR tracking tool. The request is considered in "Client Action" when CONTRACTOR is asking COUNTY a question or when CONTRACTOR is requesting information from COUNTY.

IX. SYSTEM SUPPORT REQUIREMENTS

A. The CONTRACTOR acknowledges that COUNTY operates certain facilities that provide services twenty four (24) hours a day seven (7) days a week. And as such CONTRACTOR agrees to provide Support twenty four (24) hours a day, seven (7) days a week, with the exception of IQ Health/Patient Portal Consumer and Clinician Support which shall be provided Monday through Friday, 8:00 am to 5:00 central standard/daylight time.

B. CONTRACTOR shall provide an avenue for submission of Support requests at a minimum in the following methods:

    1.   Web Site access; and

    2.   Via Telephone

C. Type and Severity of Events: All events reported to CONTRACTOR shall have undergone an initial assessment and evaluation by the COUNTY Information Technology team to determine to the best of its knowledge, the likely root cause of the event and if the event is related to local internal issues, which includes training and non-CONTRACTOR network related equipment and environment Request for Support includes the following types of events:

    1.   Critical System Events shall include the following:

        a.   Situation where system stability, integrity, performance and/or availability are compromised.

        b.   Issues resulting in a greatly reduced availability of system/application and/or those have an immediate and adverse effect on operations.

        c.   Planned and unplanned downtimes of system, including actual or anticipated system crashes or sudden failures.

    2.   Critical Application Events shall include the following;

        a.   Sudden application failures.

        b.   Licensed Software defects that impact system/application availability, operation, workflows, and quality and accuracy, and present associated risks.

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73 of 132
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION
EXHIBIT A
CER02ADMK120

HCA ASR 17-001057   Page 112 of 373

3. Critical Functional Events shall include Licensed Software changes required due to any local, state, and/or federal regulatory requirements.

4. Non-Critical Events shall include the following;

a. Software events that have an adverse impact on operations, workflow, accuracy, or quality, and may have acceptable and reasonable temporary workarounds.

b. Normal operational production support and incidents arising in the normal course of business and/or during the installation of any required Licensed Software.

D. CONTRACTOR Response Methodology:

1. For all Critical Events, acknowledgement and action shall be taken as indicated below.

a. CONTRACTOR's goal for resolution of all Critical System Events shall be resolution within twenty four (24) hours. CONTRACTOR shall stay actively engaged and will remain actively engaged until such issue is no longer classified as critical. CONTRACTOR acknowledges that special efforts and/or arrangements may have to be made with the objective of returning the system to at least a stable pre-event state.

b. All Critical Application Events shall be acknowledged by the CONTRACTOR promptly, and CONTRACTOR shall stay actively engaged in resolving the issue and providing any necessary solutions until such issue is no longer classified as critical.

c. CONTRACTOR will make good faith efforts to resolve Critical Functional Events to comply with requirements within the required timelines as set forth in the requirements. CONTRACTOR may charge Client for work performed as a result of a Critical Functional Event, in addition to Client's Support fees.

d. All Critical Events must be addressed and resolved to the satisfaction of the COUNTY. For all Non-Critical Events, standard operating policy shall include reporting the issue to the CONTRACTOR via any of the methods indicated in Subparagraph B. above.

2. Based on the nature of the event, including but not limited to Licensed Software functional compliance with regulatory changes, CONTRACTOR may charge COUNTY at an agreed upon rate.

3. Response by CONTRACTOR shall be based on the following Support execution methodology and shall include at least the following items:

a. CONTRACTOR shall make reasonable efforts to provide an acknowledgment of COUNTY stated event within twenty four (24) hours from the time reported.

b. CONTRACTOR's goal is to validate reported event and, if necessary, re-state and re-classify actual event based on CONTRACTOR subject matter expertise and Licensed Software knowledge, in collaboration with COUNTY, within forty eight (48) hours.

c. CONTRACTOR shall provide web based tracking system to document and report progress on all events.

d. CONTRACTOR shall provide periodic feedback and updates on CONTRACTOR's tracking website as progress occurs.

e.   CONTRACTOR shall provide contact information on assigned CONTRACTOR support person and alternate contact information, actions being taken, and expected resolution date/time.

f.   CONTRACTOR shall use good faith efforts to provide a status of the troubleshooting and analysis of open issues within fifteen (15) days after the COUNTY has reported them.

g.   CONTRACTOR shall make available the assigned CONTRACTOR support individual via telephone for additional follow-up.

h.   CONTRACTOR shall provide short-term or alternate workarounds if available, and/or Licensed Software modifications when necessary.

i.   Provided that COUNTY remain on the most current version of Licensed Software, CONTRACTOR shall provide only fully tested and proven software solutions. Until COUNTY upgrades to the most current version of Licensed Software, for CRITICAL issues, CONTRACTOR and COUNTY will mutually agree on a process to test the issue resolution in a COUNTY non-production domain.

j.   CONTRACTOR shall provide support during installation of Licensed Software patches and fixes, to assist COUNTY with questions or clarifications of issues that might arise.

k.   CONTRACTOR shall maintain all historical Support documentation for at least two years in an easily accessible method and format for COUNTY personnel to review.

l.   CONTRACTOR shall ensure that all support requests, except for Question priority support requests, are accepted and closed by COUNTY and not by CONTRACTOR.

m.   COUNTY shall ensure that appropriate remote access is granted to CONTRACTOR personnel. Access to COUNTY information shall be controlled and protected by COUNTY and provided to CONTRACTOR authorized personnel only.

n.   CONTRACTOR support personnel that have access to the system and related resources, in all events, shall obtain prior permission from COUNTY before performing any changes remotely. Proper documentation shall be maintained and appropriate communication shall be made regarding all activities. Appropriate change management principles shall be followed.

o.   CONTRACTOR shall provide an effective protocol for event escalation and follow-up.

p.   CONTRACTOR shall provide Support remotely. If CONTRACTOR and COUNTY agree, CONTRACTOR may provide Support on-site for an additional fee.

q.   CONTRACTOR shall ensure that appropriate knowledge transfer occurs when changes or escalations in assigned CONTRACTOR support personnel occur.

E.   CONTRACTOR shall provide all necessary Documentation for the Licensed Software that are currently Supported by CONTRACTOR. All Documentation shall be made readily available and shall include sufficient details to understand and use the included functionality.

F.   CONTRACTOR shall distribute any Licensed Software upgrades or version replacements to which COUNTY is entitled to under the terms of this Agreement, along with changes to Documentation. CONTRACTOR may provide assistance in the loading and installation of such upgrades and replacements for an additional fee.

75 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 114 of 373

G. CONTRACTOR shall maintain comprehensive change management and release/version control procedures to control Licensed Software updates.

H. CONTRACTOR shall provide all routine Licensed Software updates and communicate such events in a timely manner, with supporting Documentation of the changes, implementation procedures, expected impact analysis on the production environment, and any known or expected impact to other processes and functionalities.

I. CONTRACTOR shall proactively make available a knowledge base of all past and currently developing known Licensed Software defects, with all necessary relevant information in terms of identification, impact, and solution if any. Licensed Software error notices must be proactively published and/or emailed to designated COUNTY personnel. CONTRACTOR shall make proactive steps in communicating news of upcoming Licensed Software changes, planned product obsolescence events, advance information on upcoming product enhancements and/or packages, and provide support in the appropriate discussion and planning.

X. STANDARDS OF SYSTEM PERFORMANCE

The system must perform at COUNTY acceptable performance levels. The system shall perform in a manner that will not impede or significantly impact the performance of routine and normal system-related operational tasks, as well as efficiently perform certain critical processes that are executed at the server level; and will function in a consistent and dependable manner, recognizing that the ~~County~~COUNTY operates in a demanding twenty four (24) hours a day, seven (7) days a week production environment and that high-availability is critical. The parties agree that system performance is a joint responsibility of COUNTY and CONTRACTOR; CONTRACTOR's responsibilities for system performance are to provide Support and Maintenance services for the system (including the Licensed Software) as specifically set forth herein. It is the intent of the COUNTY and CONTRACTOR during the upcoming term of this Agreement that specific and meaningful benchmarks will be determined and agreed upon for monitoring application response times and other performance-related quantitative measurements, and will be used to continually assess and evaluate the effectiveness and quality of the configuration and the application in place. CONTRACTOR agrees to provide Support, as set forth in this Agreement, to assist COUNTY's achievement of these goals.

XI. CPT/CMT SUBSCRIPTIONS

CPT/CMT Subscription - COUNTY agrees that it requires both a subscription through the American Medical Association (AMA) for access to regular updates to the Current Procedural Terminology (CPT) and a corresponding CONTRACTOR subscription for Controlled Medical Terminology (CMT), collectively referred to as the CPT/CMT Subscription. COUNTY has a contract directly with the AMA for the CPT subscription and as long they stay current with this license agreement with the AMA, CONTRACTOR ~~hereby agree to following certain 'Pass Through Provisions' terms which are more~~

76 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 115 of 373

~~clearly set forth in Subparagraphs VII.B. and XXXI.A.1. of the Agreement. Reimbursement as indicated in Paragraph V. of this Exhibit A to the Agreement~~ shall allow COUNTY to use the CPT~~/CMT subscriptions as specified in that document for up to six hundred (600) users~~ content.

XII. SYSTEM MIGRATION SERVICES

A. CONTRACTOR and COUNTY agree that COUNTY shall pay for the migration from the HPUX system to a Linux system and this Scope of Work (SOW) covers only the items identified. A new agreement or amendment to this Agreement will be required if additional tasks beyond those outlined in this SOW are requested. If COUNTY is not able to complete any of the requirements or responsibilities that are outlined under the COUNTY Obligations in this SOW, then COUNTY may purchase additional professional service hours. The commitment for the completion and go-live of the Linux system shall be no later than May 1, 2019.The target date set forth herein has been determined by the parties assuming a project start date of no later than July 15, 2018; CONTRACTOR shall not be liable for any project delay(s) unless such delay(s) is (are) due to CONTRACTOR's sole fault.

B. IMPLEMENTATION SERVICES

    1. EBS SAN/STORAGE- ADVISORY OVERSIGHT SERVICES (PER WEEK) - Storage arrays, storage area network (SAN) fabrics, and data protection solutions are critical components of any CONTRACTOR solution environment. Storage vendors responsible for implementing the aforementioned components are not familiar with the CONTRACTOR specific requirements and depend on CONTRACTOR resources to provide guidance for successful solution integration

        a. Overview

            1) The Enterprise Backup and Storage Project Oversight services include project management and access to Cerner resources with storage array, SAN fabric, and data protection expertise. The services are provided in 1 week increments. CONTRACTOR will perform the following tasks:

                a) Review solution design with COUNTY and storage vendor

                b) Review solution prerequisites and compatibility with CONTRACTOR and storage vendor

                c) Review CONTRACTOR solution requirements and design with COUNTY and storage vendor

                    (1) Logical unit number (LUN) sizes, quantities, masking, etc.

                    (2) SAN fabric design, zoning, etc.

                    (3) Backup type, frequencies, etc.

                 d) Project management (kick-off meeting, coordinate resources, etc.)

            2) This SOW does not include the following tasks:

                a) Installation of any hardware

                b) Installation of any software

                c) Custom scripting

EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 116 of 373

b. Environment Limitations

    1) Services are limited to the following environments:

        a) Storage array implementations, upgrades, refreshes, or migrations

        b) SAN fabric implementations, upgrades, refreshes, or migrations

        c) Data protection implementations, upgrades, refreshes, or migrations

c. Deliverables

    1) Project status updates

    2) CONTRACTOR solution-specific requirements and design

    3) CONTRACTOR to provide a proposed network diagram and network documentation that identifies port name, protocol number and the purpose for allowing the port communication in order to clearly document the communication between all source and destination IP's.

d. Assumptions

    1) All hardware, physical and environmental requirements are met (floor space, rack space, cables, power, cooling, etc.)

e. Estimated duration

    1) One week

2. ADMIN DATABASE MIGRATION - This Service performs a migration and upgrade of the admin database. These services are typically implemented when new hardware is put into operation or when the *Cerner Millennium* databases have been upgraded to a new Oracle version or new database hardware. The admin migration implements a new admin database based on the current or newly upgraded database Oracle version

a. Overview

    1) Provide project planning, leadership, and settings knowledge transfer

    2) Migrate up to 1 *Cerner Millennium* admin database to new storage including:

        a) Review preloaded Oracle kernel implementation including applicable Oracle patches per CONTRACTOR best practices

        b) Verify all required licenses and software related to migration

        c) Create target database data file logical volumes as needed

        d) Create new target database using CONTRACTOR recommended best practices

        e) Size system global area (SGA)

        f) Create new tnsnames.ora file on target system

        g) Replicate source database to target database using a database export/import process

            (1) Rebuild all database indexes and data files on the target system

            (2) Convert from dictionary managed tables (DMT) to locally managed tables (LMT) as required

        h) Convert character set if required

EXHIBIT A
CER02ADMK120

3) Activate database at go-live and provide go-live and post go-live support

4) Configure admin database for failover and failback when placed on systems running Oracle Real Application Clusters (RAC) environments

a) Use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and environmental specifications in a format or containing content reasonably conforming to COUNTY's documentation standards for like documents. When there are multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current technical environment including updated maintenance and management checklists.

b. Deliverables

1) Project documentation, including but not limited to:

a) Pre-requisites documentation

b) Implementation documentation

c) One migrated copy of source database

d) Go-live support

e) Post go-live support

f) Operational knowledge transfer

g) CONTRACTOR will install Linux on all fourteen (14) backend (seven (7) applications, seven (7) Oracle Database) servers including the appropriate Oracle kernel on all fourteen (14) backend servers.

h) Production environment change authorization (PECA) forms requiring COUNTY signature. These forms will be presented to COUNTY describing access requirements and items being reviewed on COUNTY's production environment prior to work being performed

i) Event Activity Report (EAR) forms requiring COUNTY signature upon completion of designation solution implementation

c. Pre-Requisites

1) Identification of source and target nodes

2) Administrative access to source and target nodes

3) Remote access via CONTRACTOR Intellinet or other remote access solution

4) Installation of Oracle kernels and CONTRACTOR recommended Oracle patches

5) Appropriate operating system level installation on target node

6) Appropriate network connectivity

7) All required disk space is available

d. Project Planning and Leadership

1) CONTRACTOR will oversee planning, execution, and communication relative to database assessment services including:

a) Communicating with COUNTY about the team of consultants involved with

the project

           b) Scheduling and conducting follow up review discussion with COUNTY technical teams

           c) Ensuring COUNTY has access to all required service packages as needed

           d) Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations

           e) Creating and driving deliverables through CONTRACTOR's *MethodM*

    e. Knowledge Transfer

      1) Solution specific knowledge transfer or training will include:

        a) Database startup/shutdown

        b) Tnsnames.ora file requirements

        c) Oracle spfile and parameter settings

        d) Oracle Real Application Clusters (RAC) failover and support if implemented as part of the migration

        e) New features and known issues of Oracle stack uplift as appropriate

        f) CONTRACTOR database technology roadmap

        g) Navigating CONTRACTOR support and technology pages

        h) CONTRACTOR support basics and tools

        i) Oracle release validation cycles and *Cerner Millennium* code dependencies

        j) Technology upgrades, planning, execution and support

        k) Cerner Millennium database management tools and toolkits

        l) Storage and growth management

        m) Knowledge transfer is provided to provide a basic working knowledge of any new features of the CONTRACTOR admin database startup, shutdown, and, if applicable, host failover

        n) In addition to the structured knowledge transfer planned, CONTRACTOR anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits may be planned in advance and COUNTY will be encouraged to shadow COUNTY consultants to maximize knowledge transfer opportunities.

    f. Go-Live Support

      1) CONTRACTOR will provide up to two (2) hours of dedicated support for the go-live event

        a) This support is provided remotely during the go-live event

      2) Go-live activities include:

        a) Shutting down existing source database

        b) Exporting and importing source database to new target location

        c) Completing character set conversion if required

        d) Activating target database

e) Updating tnsnames.ora file on source application nodes to see new target database

f) Supporting COUNTY functional testing of new database

g. Post Go-Live Support

1) The CONTRACTOR project team will provide remote project support on an as needed basis up to 30 days post go-live

2) After the post go-live support, all future support will be available to COUNTY through CONTRACTOR's Immediate Response Center (IRC) for critical production related issues or the Immediate Answer Center (IAC) for general non-urgent support

3) During the post go-live period CONTRACTOR will assist COUNTY with database support and tuning as needed

h. COUNTY Obligations

1) COUNTY is responsible for the following tasks as related to this Scope:

a) Ensure host definitions have been generated and are available for connection

b) Provide CONTRACTOR administrative access to the systems being serviced as needed

c) Designate a representative to serve as COUNTY project manager to act as the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

d) Provide documentation of requested configurations on an as needed basis

e) Provide documentation and support phone numbers for all hardware and software providers

f) Provide COUNTY resources for any knowledge transfer made available as part of this implementation

g) Conduct operational testing

h) Provide COUNTY resources for any knowledge transfer made available as part of this implementation

i) Verify/install *Cerner Millennium* packages to support new Oracle release

j) Verify/install latest installation tools in source domain

k) Create or designate validation environment to be used with target validation database

l) Create or designate validation environment to be used with target validation database

m) Update *Cerner Millennium* fat clients, Citrix or other systems needing access to the new database including, but not limited to, the following:

(1) tnsnames.ora entries as necessary

(2) Updated Oracle client as needed

81 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 120 of 373

n) Validate database creation

o) Agree that CONTRACTOR will bypass the verification processes, if connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities, and incorrect software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment, unsupported network interface cards)

2) If COUNTY cannot complete any of the requirements or responsibilities set forth in this SOW, COUNTY may purchase additional professional services hours at CONTRACTOR's then-current fees for a CONTRACTOR resource to complete the work

    i. Assumptions

1) COUNTY is familiar with the core technologies used in this solution

2) CONTRACTOR has remote access to COUNTY nodes

3) All prerequisite work related to the delivery of this solution is complete

4) All work will be delivered remotely outside the planned and agreed upon site visits

5) CONTRACTOR will have required access to the systems where work is to be performed

a) This may include privileged accounts and possible physical access as needed

    j. Duration and Work Effort

1) Estimated project duration is one (1) week, depending on COUNTY availability and system connectivity

2) All work will be performed remotely

3. DATABASE MIGRATION-GOLDENGATE SERVICES - Oracle GoldenGate is a comprehensive software package for real-time data integration and replication in heterogeneous information technology (IT) environments. The product set enables high availability solutions, real-time data integration, transactional change data capture, data replication, transformations, and verification between source and target databases. This service performs an Oracle database migration or database upgrade utilizing the Oracle GoldenGate solution. This migration includes rebuilding the source database to new storage located on either existing or new database hardware.

    a. Overview

1) Provide project planning, leadership, and settings knowledge transfer

2) Migrate one (1) *Cerner Millennium* database to new storage

3) Review preloaded Oracle kernel implementation including applicable Oracle patches per CONTRACTOR best practices

4) Verify all required licenses and software related to migration

5) Install and configure Oracle GoldenGate software

6) Create target database data file logical volumes as needed

7) Create new target database using CONTRACTOR recommended best practices

8) Size system global area (SGA)

9) Create temporary one (1) standby staging database copy of the source database to be used during the initial load of the new target database. Migrate Prod and use refresh to copy non-prod.

10) Create new tnsnames.ora file on target system

11) Replicate source database to target database using Bulk Data Move (BDM) process

12) Synchronize real-time data between source and target databases, maintained until the go-live activation of the target database

13) Create 1 validation copy of the newly created target database

14) Activate database at go-live and provide go-live and post go-live support

15) Use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and environmental specifications in a format or containing content reasonably conforming to COUNTY's documentation standards for like documents. When there are multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current technical environment including updated maintenance and management checklists

b.   Deliverables

1) Project documentation, including, but not limited to:

a)   Pre-requisites documentation

b)   Implementation documentation

c)   One migrated copy of source database

d)   One new standby copy of source database

e)   One new migration validation database

f)   Pre conversion readiness and go-live work plan review

g)   Go-live support

h)   Post go-live support

i)   Operational knowledge transfer

j)   Production environment change authorization (PECA) forms requiring COUNTY signature. These forms will be presented to COUNTY describing access requirements and items being reviewed on COUNTY's production environment prior to work being performed

2) Event Activity Report (EAR) forms requiring COUNTY signature upon completion of designated solution implementation

c.   Pre-Requisites

1) Identification of source and target nodes

2) Administrative access to source and target nodes

3) Remote access via CONTRACTOR's Intellinet or other remote access solution

4) Installation of Oracle kernels and CONTRACTOR recommended Oracle patches

5) Installation of recommended *Cerner Millennium* service packages in source domain

6) Copy of source domain application to use with validation database

7) Appropriate operating system level installation on target node

8)   Appropriate network connectivity

9) All required disk space is available

d.   Project Planning and Leadership

1)   CONTRACTOR will oversee planning, execution, and communication relative to database assessment services including:

a)   Communicating with COUNTY about the team of consultants involved with the project

b)   Scheduling and conducting follow up review discussion with COUNTY technical teams

c)   Ensuring COUNTY has access to all required service packages as needed

d)   Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations

e)   Creating and driving deliverables through *Cerner's MethodM*

e.   Knowledge Transfer

1)   Solution specific knowledge transfer will include:

a)   Database startup and shutdown

b)   Tnsnames.ora file requirements

c)   Oracle spfile and parameter settings

d)   Oracle Real Application Clusters (RAC) failover and support if implemented as part of the migration

e)   New features and known issues of Oracle stack uplift as appropriate

f)   CONTRACTOR database technology roadmap

g)   Navigating CONTRACTOR support and technology pages

h)   CONTRACTOR support basics and tools

i)   Oracle release validation cycles and *Cerner Millennium* code dependencies

j)   Technology upgrades, planning, execution, and support

k)   *Cerner Millennium* database management tools and toolkits

l)   Storage and growth management

2.   In addition to the structured knowledge transfer planned, CONTRACTOR anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to maximize knowledge transfer opportunities.

f.   Go-Live Support

1)   COUNTY will provide up to twenty-four (24) hours of dedicated support for the go-live event

2)   This support is provided on-site over a three (3) day period during the go-live event Go-live activities include:

84 of 132
EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057
Page 123 of 373

               a) Shutting down existing source domain

               b) Performing final transaction transfer from source to target databases

               c) Performing final database compare between source and target databases

               d) Exporting and importing downtime tables

               e) Conducting GoldenGate downtime conversion

               f) Performing character set conversion if required

               g) Activating target database

               h) Updating tnsnames.ora file on source application nodes to point to new target database.

               i) Supporting COUNTY functional testing of new database

       g. Post Go_Live Support

           1) The CONTRACTOR project team will provide remote project support on an as needed basis up to 30 days post go-live

           2) After the post go-live support, all future support will be available to COUNTY through CONTRACTOR's Immediate Response Center (IRC) for critical production related issues or the Immediate Answer Center (IAC) for general non-urgent support

           3) During the post go-live period CONTRACTOR will assist COUNTY with database support and tuning as needed

       h. COUNTY Obligations

           1) COUNTY is responsible for the following tasks as related to this Scope:

               a) Ensure host definitions have been generated and are available for connection

               b) Provide CONTRACTOR administrative access to the systems being serviced as needed

               c) Designate a representative to serve as COUNTY project manager to act as the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

               d) Provide documentation of requested configurations on an as needed basis

               e) Provide documentation and support phone numbers for all hardware and software providers

               f) Provide COUNTY resources for any knowledge transfer made available as part of this implementation

               g) Conduct operational testing

               h) Verify and install *Cerner Millennium* packages to support new Oracle release

               i) Verify and install latest installation tools in source domain

               j) Create or designate validation environment to be used with target validation database

               k) Update *Cerner Millennium* fat clients, Citrix, or other systems needing access

to the new database including, but not limited to, the following:

      (1) tnsnames.ora entries as necessary

      (2) Updated Oracle client as needed

    l) Install all system operating systems, networking, storage, file system, Oracle kernel, and any additional layered products

    m) Validate domain creation

    n) Agree that CONTRACTOR will bypass the verification processes, if connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities, and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment, unsupported network interface cards)

   i. Assumptions

    1) COUNTY is familiar with the core technologies used in this solution

    2) CONTRACTOR has remote access to COUNTY nodes

    3) All prerequisite work related to the delivery of this solution is complete

    4) All work will be delivered remotely outside the planned and agreed upon site visits

    5) CONTRACTOR will have required access to the systems where work is to be performed

    a) This may include privileged accounts and possible physical access as needed

   j. Duration and Work Effort

    1) Estimated project duration is sixteen (16) weeks, depending on COUNTY availability and system connectivity

    a) Typical on-site work requires one (1) site visit. The specific requirements of this project may determine additional site visits. These site visits will be coordinated and agreed on by COUNTY

  4. ORACLE DATABASE CBO ASSESSMENT/RECOMMENDATION

   a. Oracle's cost-based SQL optimizer (CBO) is an extremely sophisticated component of Oracle that governs the execution for every Oracle query. The CBO determines the execution speed for every Oracle query so it is important to make sure the CBO optimization is configured correctly and is properly collecting and maintaining the database internal statistics based on data distribution.

   b. To optimize these settings CONTRACTOR has developed an Oracle Database CBO Assessment service to review and provide recommendations to the COUNTY. Managing and tuning CBO is an ongoing effort and CONTRACTOR recommends particular attention to CBO in conjunction with major database and *Cerner Millennium* upgrade events. This assessment provides feedback on CONTRACTOR's best practices as well as makes recommendations in a comprehensive written report on specific COUNTY hosted high availability (HA) nodes.

   c. Overview

    1) Project planning, leadership, and settings knowledge transfer

2)   Analysis of the current CBO environment including:

a)   Reviewing applicable service packs and patches

//

b)   Reviewing initialization parameters as compared to CONTRACTOR standards

c)   Reviewing CBO and statistics collection parameters compared to CONTRACTOR standards

3)   Provide all knowledge transfer and CONTRACTOR assistance with CBO based script tuning or performance mitigation

4)   Settings and recommendations in a written format and reviewed in detail with COUNTY

5)   CONTRACTOR will use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and environmental specifications in a format or containing content reasonably conforming to COUNTY's documentation standards for like documents. When there are multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current technical environment including updated maintenance and management checklists

d.   Deliverables

1)   Project documentation, including, but not limited to:

a)   Pre-requisites

b)   Implementation

c)   Results of assessment

d)   Production environment change authorization (PECA) forms requiring COUNTY signature. These forms will be presented to COUNTY describing access requirements and items being reviewed on COUNTY's production environment prior to work being performed

e)   Event Activity Report (EAR) forms requiring COUNTY signature upon completion of designated solution implementation

(1) One (1) COUNTY call to review the assessment and provide knowledge transfer on the findings, recommendations, and best practices, as well as recommendations related to possible future upgrades or migrations

e.   Pre-Requisites

1)   Identification of all servers to be reviewed

2)   Administrative access to servers to be reviewed

3)   Remote access via CONTRACTOR *Intellinet* or other remote access solution granted

4)   These items are highly recommended to help ensure an efficient process for troubleshooting scripts during audit of CBO to ensure quick resolution of issues encountered

a)   Licensing for diagnostics and tuning pack from Oracle

87 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 126 of 373

b) Sixty days of automatic workload repository (AWR) data retention

c) Lights On/Knowledge and Reporting Tool (KaRT) configured for production and mock domains

    f.   Project Planning and Leadership

    1) CONTRACTOR will oversee planning, execution, and communication relative to database assessment services including:

a) Communicating with COUNTY about the team of consultants involved with the project

b) Scheduling and conducting follow up review discussion with COUNTY technical teams

c) Ensuring COUNTY has access to all required service packages as needed

d) Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations

e) Creating and driving deliverables through *Cerner's MethodM*

    g.   COUNTY Obligations

    1) COUNTY is responsible for the following tasks as related to this Scope:

a) Ensuring host definitions have been generated and are available for connection

b) Providing CONTRACTOR administrative access to the systems being serviced as needed

c) Designating a representative to serve as COUNTY project manager to act as the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

d) Providing documentation of requested configurations on an as needed basis

e) Providing documentation and support phone numbers for all hardware and software providers

f) Performing any necessary COUNTY operational testing

g) Providing COUNTY resources for any knowledge transfer made available as part of this implementation

    2) The following activities are not included in this Scope and will not be implemented:

a) System, parameter, or configuration changes

b) Rule-based optimizer (RBO) to CBO conversion

c) New statistics will not be collected

    h.   Assumptions

    1) COUNTY is familiar with the core technologies used in this solution

    2) CONTRACTOR has remote access to COUNTY nodes

    3) All prerequisite work related to the delivery of this solution is complete

    4) All work will be delivered remotely outside the planned and agreed upon site visits

5) CONTRACTOR will have required access to the systems where work is to be performed

a) This may include privileged accounts and possible physical access as needed

b) No changes will be made to production systems or environments

i. Duration and Work Effort

1) Estimated project duration is two (2) weeks depending on COUNTY availability and system connectivity

2) All work is performed remotely

5. ORACLE CLUSTER IMPLEMENTATION - Oracle Real Application Clusters (RAC) allows multiple computers to run Oracle relational database management system (RDBMS) software simultaneously while accessing a single database, thus providing clustering. This service performs an Oracle cluster implementation on new nodes not previously configured for Oracle RAC. Oracle cluster implementation provides software for clustering and high availability (HA) in Oracle database environments.

a. Overview

1) Provide project planning, leadership, and settings knowledge transfer

2) Provide recommendation and documentation of Oracle Cluster Ready Services (CRS) implementation pre-requisites

3) Review system compatibility and requirements including:

a) Cerner Millennium

b) HA solution if used

c) Operating system (OS) version

d) Disk storage space requirements

e) File system layout and sizing

f) Network configurations

4) Validate Oracle software availability and licensing requirements

5) Validate inter-node network setup and that connectivity in the cluster is appropriately setup and configured

a) Primary and secondary public virtual local area network (VLAN) with appropriate Internet Protocol (IP) addresses

b) Oracle virtual IP (VIP) primary and secondary public VLAN with appropriate IP addresses

c) Oracle primary and secondary private VLAN with appropriate IP addresses

d) All domain name server (DNS) entries required for Oracle CRS implementation are created and are associated to appropriate IP addresses

6) Verify existence and configuration of Oracle CRS concurrent disk volumes depending on the version of Oracle CRS being implemented

7) Validate that:

    a) All basic Oracle installation pre-requisites have been met

    b) Additional Oracle RAC requirements on all nodes in the cluster have been met

    c) Additional Oracle RAC space requirements on all nodes in the cluster have been met

    d) If installing Oracle RAC on currently existing Oracle kernel, discuss installation options and effects on the existing database(s)

8) Installation of the Oracle cluster software

9) Create Oracle Cluster Registry (OCR)

10) Implement Oracle RAC on two (2) *Cerner Millennium* databases

11) Conduct start up, shut down, and failover testing of Oracle cluster software

12) Use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and environmental specifications in a format or containing content reasonably conforming to COUNTY's documentation standards for like documents. When there are multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current technical environment including updated maintenance and management checklists

  b. Deliverables

    1) Project documentation, including but not limited to:

      a) Pre-requisites

      b) Implementation

      c) Pre conversion readiness and go-live work plan review

      d) Go-live support

      e) Operational knowledge transfer

      f) Production environment change authorization (PECA) forms requiring COUNTY signature. These forms will be presented to COUNTY describing access requirements and items being reviewed on COUNTY's production environment prior to work being performed

      g) Event Activity Report (EAR) forms requiring COUNTY signature upon completion of designated solution implementation

  c. Pre-Requisites

    1) Source node identified

    2) Administrative access to source and target nodes provided

    3) Remote access via Cerner's Intellinet or other remote access solution provided

    4) Oracle kernels and CONTRACTOR recommended Oracle patches installed

    5) Recommended Cerner Millennium service packages in source domain installed

    6) All required licenses and software necessary are present

    7) Appropriate OS level installation on target node installed

    8) Appropriate network connectivity available

9) All required disk space necessary is available

d. Project Planning and Leadership

//

1) CONTRACTOR will oversee planning, execution, and communication relative to database assessment services including:

a) Communicating with COUNTY about the team of consultants involved with the project

b) Scheduling and conducting follow up review discussion with COUNTY technical teams

c) Ensuring COUNTY has access to all required service packages as needed

d) Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations

e) Creating and driving deliverables through *Cerner's MethodM*

e. Knowledge Transfer

1) Solution specific knowledge transfer or training will include:

a) Oracle CRS start up/shut down

b) Tnsnames.ora file requirements

c) Oracle RAC failover and support if implemented as part of the migration

d) New features and known issues of Oracle stack uplift as appropriate

e) CONTRACTOR database technology roadmap

f) Navigating CONTRACTOR support and technology pages

g) CONTRACTOR support basics and tools

h) Oracle release validation cycles and *Cerner Millennium* code dependencies

i) Technology upgrades, planning, execution, and support

j) Storage and growth management

k) In addition to the structured knowledge transfer planned, CONTRACTOR anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to maximize knowledge transfer opportunities.

f. COUNTY Obligations

1) COUNTY is responsible for the following tasks as related to this Scope:

a) Ensure host definitions have been generated and are available for connection

b) Provide CONTRACTOR administrative access to the systems being serviced as needed

c) Designate a representative to serve as COUNTY project manager to act as the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC CER02ADMK120
CERNER CORPORATION

d)   Provide documentation of requested configurations on an as needed basis

e)   Provide documentation and support phone numbers for all hardware and software providers

f)   Provide COUNTY resources for any knowledge transfer made available as part of this implementation

g)   Conduct COUNTY operational testing

h)   Update *Cerner Millennium* fat clients, Citrix, or other systems needing access to the new database. These may include but not limited to the following:

(1) tnsnames.ora entries as necessary

(2) Updated Oracle client as needed

i)   Verify/install *Cerner Millennium* packages to support new Oracle release

j)   Download and staging of CONTRACTOR installation media

k)   COUNTY agrees that CONTRACTOR will bypass the verification processes, if connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities, and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment, unsupported network interface cards)

//

2)   If COUNTY cannot complete any of the requirements or responsibilities set forth in this SOW, COUNTY may purchase additional professional services hours at CONTRACTOR's then-current fees for CONTRACTOR to complete the work

g.   Assumptions

1)   COUNTY is familiar with the core technologies used in this solution

2)   CONTRACTOR has remote access to COUNTY nodes

3)   All prerequisite work related to the delivery of this solution is complete

4)   All work will be delivered remotely outside the planned and agreed upon site visits

5)   CONTRACTOR will have required access to the systems where work is to be performed

a)   This may include privileged accounts and possible physical access as needed

h.   Duration and Work Effort

1)   Estimated project duration is two (2) weeks depending on COUNTY availability and system connectivity

2)   All work is performed remotely

6.   LIGHTS-ON and KART TOOLS SETUP - The *Cerner Lights On Network* Knowledge and Reporting Tool (KART) initiative is a systematic approach to improving system stability through collective knowledge and proven practices acquired through the continual monitoring and management of *Cerner Millennium* environments. CONTRACTOR will periodically execute an operating system (OS) level script in COUNTY's production system to retrieve COUNTY's system configuration

information. This information will be analyzed by CONTRACTOR against configuration standards and best practices. This information will enable CONTRACTOR to generate reports for CONTRACTOR // and COUNTY containing information to assist with better management and operations of COUNTY's system.

     a.   Overview

       1) Provide project planning, leadership, and settings knowledge transfer

       2) Install and configure sudo access as required

       3) Create KART user account and user group as required

       4) Create *Cerner Intellinet* connections as required

       5) Install and configure *Lights On Network* system compliance

       6) Perform manual KART audit data collection

       7) Review response time measurement system (RTMS) collection method

       8) Integrate with CONTRACTOR's service sentry solution

       9) Validate communications and data collection of Lights On

       10) Provide a demonstration of the *Lights On Network* dashboard

       11) Use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and environmental specifications in a format or containing content reasonably conforming to COUNTY's documentation standards for like documents. When there are multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current technical environment including updated maintenance and management checklists

     b.   Deliverables

       1) Project documentation, including but not limited to:

         a) Pre-requisites

         b) Implementation

         c) Production environment change authorization (PECA) forms requiring COUNTY signature. These forms will be presented to COUNTY describing access requirements and items being reviewed on COUNTY's production environment prior to work being performed

         d) Event Activity Report (EAR) forms requiring COUNTY signature upon completion of designated solution implementation

       1) Configuration and testing of *Lights On Network* and KART

       2) Operational knowledge transfer

     c.   Pre-Requisites

       1) Identified source nodes

       2) Administrative access to source nodes

       3) Remote access via *Cerner's Intellinet* or other remote access solution

       4) Operational *Cerner Millennium* implementation

5) Availability of RTMS collection method server such as Olympus or *Cerner Millennium* support assistant (MSA) servers (Olympus is required to collect discrete RMTS data)

    d.   Project Planning and Leadership

        1)   CONTRACTOR will oversee planning, execution, and communication relative to database assessment services including:

           a)   Communicating with COUNTY about the team of consultants involved with the project

           b)   Scheduling and conducting follow up review discussion with COUNTY technical teams

           c)   Ensuring COUNTY has access to all required service packages as needed

           d)   Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations

           e)   Creating and driving deliverables through CONTRACTOR's *MethodM*

    e.   Knowledge Transfer

        1)   Solution specific knowledge transfer will include:

           a)   Oracle Active Data Service (ADS) software download requirements

           b)   New features and known issues of ADS tools

           c)   CONTRACTOR database technology roadmap

           d)   Navigating CONTRACTOR support and technology pages

           e)   CONTRACTOR support basics and tools

           f)   Storage and growth management

           g)   In addition to the structured knowledge transfer planned, CONTRACTOR anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to maximize knowledge transfer opportunities.

    f.   Post Implementation support

        1)   CONTRACTOR will provide remote project support on an as needed basis up to 30 days post go-live.

        2)   After the post go-live support, all future support will be available to COUNTY through CONTRACTOR's Immediate Response Center (IRC) for critical production related issues or the Immediate Answer Center (IAC) for general non-urgent support.

        3)   During the post go-live period CONTRACTOR will assist COUNTY with database support and tuning as needed.

    g.   COUNTY Obligations

        1)   COUNTY is responsible for the following tasks as related to this scope:

           a)   Ensure host definitions have been generated and are available for connection

//

b) Provide COUNTY administrative access to the systems being serviced as needed

c) Designate a representative to serve as COUNTY project manager to act as the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

d) Provide documentation of requested configurations on an as needed basis

e) Provide COUNTY resources for any knowledge transfer made available as part of this implementation

f) Perform COUNTY operational testing

g) Validate *Cerner Millennium* domain

2) COUNTY agrees that CONTRACTOR will bypass the verification processes, if connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities, and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment, unsupported network interface cards)

3) The following activities are not included in this Scope and will not be implemented:

a) Installation of RTMS collection methods Olympus or MSA

h. Assumptions

1) COUNTY is familiar with the core technologies used in this solution

2) CONTRACTOR has remote access to COUNTY nodes

3) All prerequisite work related to the delivery of this solution is complete

4) All work will be delivered remotely outside the planned and agreed upon site visits

5) CONTRACTOR will have required access to the systems where work is to be performed

a) This may include privileged accounts and possible physical access as needed

6) This engagement includes only the items set forth in this Scope. A new Ordering Document must be executed by the parties if COUNTY requests additional tasks beyond those set forth herein.

7) System Operations Data means all data that is collected, stored, or generated through the use of the CONTRACTOR service sentry, response time measurement and knowledge and repository tool software that is transmitted to, or retrieved by CONTRACTOR for storage. CONTRACTOR will not collect any patient or patient identifiable information as part of the data. CONTRACTOR will use all practical means to protect the COUNTY's name/identifier from other COUNTYs who are viewing operational data or reports from CONTRACTOR's service sentry system.

8) COUNTY hereby grants to CONTRACTOR the perpetual and irrevocable right to use System Operations Data for any purpose permitted by law, including, without limitation:

a) Analysis and incorporation of the data in databases, reports, comparative data sets, scores, or scoring systems generated there from;

95 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 134 of 373

b) Creation and distribution of works and derivative works based on the data

i. Duration and Work Effort.

1) Estimated project duration is two (2) weeks depending on COUNTY availability and system connectivity.

2) Typical on-site work requires one (1) site visit. The specific requirements of this project may determine additional site visits. These site visits will be coordinated and agreed on by COUNTY.

7. HA SCRIPT IMPLEMENTATION (PER CLUSTER) - While supplier high availability (HA) cluster software provides the foundation for a HA cluster, CONTRACTOR has developed HA scripts that manage the start up, shut down, and failover operation for *Cerner Millennium* domains. This service will implement these CONTRACTOR HA scripts and provide failover testing to ensure for a graceful application failover in the event one of the cluster members becomes unavailable. This service includes implementation and testing CONTRACTOR's HA scripts on a single 2-node cluster.

a. Overview

1) Provide project planning, leadership, and settings knowledge transfer

2) Provide recommendations and implementation documentation of CONTRACTOR HA scripts including:

a) Volume group and file system layout of HA controlled disks

b) *Cerner Millennium*, IBM WebSphere MQ, and Oracle kernel compatibility requirements

3) Validate WebSphere MQ queue manager configuration for a HA environment

4) Validate *Cerner Millennium* register settings for unique *Cerner Millennium* application servers

5) Review network configuration and recommend any changes required for HA operation

6) Implement CONTRACTOR HA scripts on 2 domains, PROD and CERT

7) Review and provide recommendations for *Cerner Millennium* interface servers

8) Review and provide recommendations for *Cerner Millennium* security master and security slave servers

9) Review and provide recommendations for *Cerner Millennium* transaction database (TDB) master and TDB slave servers

10) Review network interface configuration and HA managed Internet Protocol (IP) service addresses

11) Test HA cluster startup, shutdown, and failover of *Cerner Millennium* domain

12) Provide knowledge transfer of CONTRACTOR HA script implementation and usage

//

13) Use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and environmental specifications in a format or containing content reasonably conforming to COUNTY's documentation standards for like documents. When there are multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current technical environment including updated maintenance and management checklists

b. Deliverables

1) Provide project documentation, including but not limited to:

a) Pre-requisites

b) Implementation

c) Production environment change authorization (PECA) forms requiring COUNTY signature. These forms will be presented to COUNTY describing access requirements and items being reviewed on COUNTY's production environment prior to work being performed

d) Event Activity Report (EAR) forms requiring COUNTY signature upon completion of designated solution implementation

e) Pre-travel checklist

2) Install and configure CONTRACTOR HA scripts

3) Perform HA failover operational testing

4) Provide configuration and basic operational knowledge transfer of CONTRACTOR HA script

c. Pre-Requisites

1) Target node identified

2) Administrative access to target node granted

3) Remote access via CONTRACTOR's Intellinet or other remote access solution provided

4) Required licenses and software necessary are present

5) Appropriate network connectivity available

6) All required disk space available

7) Testing partner/original equipment manufacturer (OEM) HA solution implemented

8) Pre-travel checklist reviewed with COUNTY

d. Project Planning and Leadership

1) CONTRACTOR will oversee planning, execution, and communication relative to database assessment services including:

a) Communicating with COUNTY about the team of consultants involved with the project

b) Scheduling and conducting follow up review discussion with COUNTY technical teams

c) Ensuring COUNTY has access to all required service packages as needed

d) Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations

e) Creating and driving deliverables through CONTRACTOR's *MethodM*

e. Knowledge Transfer

1) Solution specific knowledge transfer or training will include:

a) CONTRACTOR HA script software requirements

b) CONTRACTOR host, operating system (OS) and supplier specific HA software technology roadmap

c) CONTRACTOR support and technology pages navigation

d) CONTRACTOR support basics and tools

e) Oracle release and *Cerner Millennium* code dependencies

f) Technology upgrades, planning, execution and support

g) Basic HA cluster management

(1) Cluster startup/shutdown

(2) Cluster failover/failback

(3) CONTRACTOR HA script monitoring and trouble shooting

(4) In addition to the structured knowledge transfer planned, CONTRACTOR anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to maximize knowledge transfer opportunities.

f. Post Implementation support

1) CONTRACTOR will provide remote project support on an as needed basis up to two (2) weeks days post implementation

a) After the post implementation support, all future support will be available to COUNTY through CONTRACTOR's Immediate Response Center (IRC) for critical production related issues or the Immediate Answer Center (IAC) for general non urgent support

b) During the post go-live period CONTRACTOR will assist COUNTY with system support and tuning as needed

g. COUNTY Obligations

1) COUNTY is responsible for the following tasks as related to this Scope:

a) Ensuring host definitions have been generated and are available for connection

b) Providing CONTRACTOR administrative access to the systems being serviced as needed

c) Designating a representative to serve as COUNTY project manager to act as the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

d) Providing documentation of requested configurations on an as needed basis

EXHIBIT A
CER02ADMK120

e) Provide COUNTY resources for any knowledge transfer made available as part of this implementation

f) Conducting COUNTY operational testing

g) Implementing supplier specific HA solution

h) Implementing host virtualization such as VMWare or logical partition (LPAR) or Virtual I/O (VIO)

i) COUNTY agrees that CONTRACTOR will bypass the verification processes, if connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities, and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment, unsupported network interface cards)

2) If COUNTY cannot complete any of the requirements or responsibilities set forth in this SOW, COUNTY may purchase additional professional services hours at CONTRACTOR's then-current fees for CONTRACTOR to complete the work

3) The following activities are not included in this Scope and will not be implemented:

a) Hardware installation including physical installation of hardware, cabling, hardware partitioning, software virtualization, power, and I/O card placement

b) Additional layered products installation such as, *Cerner Millennium*, IBM WebSphere MQ, Oracle kernels or other CONTRACTOR supported solutions

c) Virtualization or logical partitioning of hardware or OS

d) Network Time Protocol (NTP) server creation or configuration

e) High availability testing

f) OS level user account creation

g) Creation of required disk space and file systems beyond requirements of HA installation

h) Storage implementation, logical unit number (LUN) creation, zoning, connectivity, and cabling Domain name server (DNS) services configuration

i) All network, network switch, Internet Protocol (IP) addresses, and all wiring to connect new hosts to COUNTY network

j) Firmware levels for attached SAN or network related hardware components validated or upgraded, including but not limited to, SAN array microcode, fibre channel switch microcode and software, and network switch microcode and software

k) CONTRACTOR HA failover scripts implementation

l) Host firmware/microcode and host driver updates

h. Assumptions

1) COUNTY is familiar with the core technologies used in this solution

2) CONTRACTOR has remote access to COUNTY nodes

3) All prerequisite work related to the delivery of this solution is complete

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CER02ADMK120
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4) All work will be delivered remotely outside the planned and agreed upon site visits

5) CONTRACTOR will have required access to the systems where work is to be performed

   a) This may include privileged accounts and possible physical access as needed

i. Duration and Work Effort

1) Estimated project duration is two (2) weeks depending on COUNTY availability and system connectivity

2) Typical on-site work requires one (1) site visit. The specific requirements of this project may determine additional site visits. These site visits will be coordinated and agreed on by COUNTY

8. LINUX HOST OPERATING SYSTEM INSTALL - This service will perform the initial operating system (OS) installation for Red Hat Linux to CONTRACTOR validated software levels. System installation will include all basic OS software, printer, and storage drivers

a. Overview

1) Provide project planning, leadership, and settings knowledge transfer

2) Provide recommendation and documentation of the OS installation pre-requisites including:

   a) Validating disk space and file systems exist to install the new OS

   b) Identifying disk storage space, new file system layout, and sizing requirements

   c) Validating planned OS version and licensing requirements

   d) Reviewing of *Cerner Millennium*, IBM WebSphere MQ, Oracle kernel, CONTRACTOR supported high availability (HA) solutions, Citrix or other CONTRACTOR application compatibility requirements

3) Validate software media and licensing availability

4) Install OS software on all fourteen (14) servers

5) Configure basic system network

6) Load and confirm storage drivers and storage accessibility for storage array or storage area network (SAN) attached storage

7) Apply initial system tuning

a. Use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and environmental specifications in a format or containing content reasonably conforming to CONTRACTOR's documentation standards for like documents. When there are multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current technical environment including updated maintenance and management checklists

b. Deliverables

1) Project documentation, including but not limited to:

EXHIBIT A
CER02ADMK120

a) Pre-requisites

b) Implementation

//

c) Production environment change authorization (PECA) forms requiring COUNTY signature. These forms will be presented to COUNTY describing access requirements and items being reviewed on COUNTY's production environment prior to work being performed

d) Event Activity Report (EAR) forms requiring COUNTY signature upon completion of designated solution implementation

e) Pre-travel checklist

2) OS software installation on all fourteen (14) servers

3) Storage network driver installation

4) Basic network configuration

5) Initial CONTRACTOR recommended system tuning

6) System firmware review and upgrade as required

7) Operational knowledge transfer

c. Pre-Requisites

1) Target node identified

2) Administrative access to target node granted

3) Remote access via CONTRACTOR's Intellinet or other remote access solution available

4) Required licenses and software necessary are present

5) Appropriate network connectivity available

6) All required disk space is available

7) Pre-travel checklist reviewed with COUNTY

d. Project Planning and Leadership

1) CONTRACTOR will oversee planning, execution, and communication relative to database assessment services including:

a) Communicating with COUNTY about the team of consultants involved with the project

b) Scheduling and conducting follow up review discussion with COUNTY technical teams

c) Ensuring COUNTY has access to all required service packages as needed

d) Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations

e) Creating and driving deliverables through CONTRACTOR's *MethodM*

e. Knowledge Transfer

1) Solution specific knowledge transfer or training will include:

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

a) OS and OS patches download requirements

b) CONTRACTOR OS technology roadmap

c) Navigating CONTRACTOR support and technology pages

d) CONTRACTOR support basics and tools

e) Oracle release and *Cerner Millennium* code dependencies

f) Technology upgrades, planning, execution, and support

g) Storage and growth management

h) In addition to the structured knowledge transfer planned, CONTRACTOR anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to maximize knowledge transfer opportunities

f. Post Implementation support

1) CONTRACTOR will provide remote project support on an as needed basis up to two (2) weeks days post implementation

a) After the post implementation support, all future support will be available to COUNTY through CONTRACTOR's Immediate Response Center (IRC) for critical production related issues or the Immediate Answer Center (IAC) for general non urgent support

b) During the post database go-live and post application go-live periods CONTRACTOR will assist COUNTY with system support and tuning as needed

g. COUNTY Obligations

1) COUNTY is responsible for the following tasks as related to this SOW:

a) Ensuring host definitions have been generated and are available for connection

b) Providing CONTRACTOR administrative access to the systems being serviced as needed

c) Designating a representative to serve as COUNTY project manager to act as the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

d) Providing documentation of requested configurations on an as needed basis

e) Providing COUNTY resources for any knowledge transfer made available as part of this implementation

f) Conducting COUNTY operational testing

g) Installing all system networking, storage, file system

h) Implementing host virtualization such as VMWare or logical partition (LPAR) or Virtual I/O (VIO)

i) COUNTY agrees that CONTRACTOR will bypass the verification processes, if connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities, and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment,

unsupported network interface cards)

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2)   If COUNTY cannot complete any of the requirements or responsibilities set forth in this SOW, COUNTY may purchase additional professional services hours at CONTRACTOR's then-current fees for CONTRACTOR to complete the work

3)   The following activities are not included in this Scope and will not be implemented:

a)   Hardware installation including physical installation of hardware, including cabling, hardware partitioning, software virtualization, power, and I/O card placement

b)   Hardware Management Console (HMC) installation and implementation

c)   Centralized software distribution services installation or upgrade such as IBM Network Installation Manager (NIM) or HP-UX Software Depot servers

d)   Hardware or OS system virtualization or logical partitioning such as IBM AIX LPAR, IBM VIO, VMWare etc.

e)   Network Time Protocol (NTP) server creation or configuration

f)   High availability testing

g)   OS level user account creation

h)   Storage implementation, logical unit number (LUN) creation, zoning, connectivity and cabling

i)   Domain name server (DNS) services configuration

j)   All network, network switch, Internet Protocol (IP) addresses, and all wiring to connect new hosts to client network

k)   Firmware levels for attached storage area network (SAN) or network related hardware components validated or upgraded, including but not limited to, SAN array microcode, fibre channel switch microcode and software, and network switch microcode and software

l)   System printers or migrated or print system creation or configuration beyond the initial installation

h.   Assumptions

1)   COUNTY is familiar with the core technologies used in this solution

2)   CONTRACTOR has remote access to COUNTY nodes

3)   All prerequisite work related to the delivery of this solution is complete

4)   All work will be delivered remotely outside the planned and agreed upon site visits

5)   CONTRACTOR will have required access to the systems where work is to be performed

a)   This may include privileged accounts and possible physical access as needed

i.   Duration and Work Effort

1)   Estimated project duration is one (1) weeks depending on COUNTY availability

and system connectivity

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    2)   Typical on-site work requires one (1) site visit. The specific requirements of this project may determine additional site visits. These site visits will be coordinated and agreed on by COUNTY

    9.   WEBSPHERE MQ INSTALLATION - Message queuing (MQ) is a method of application-to-application communication. Applications communicate by writing and retrieving application-specific data (messages) to and from queues without having a private, dedicated connection to link them. Messaging means that programs communicate with each other by sending data in messages and not by calling each other directly which is the case for technologies such as remote procedure calls. Queuing means that applications communicate through queues. The use of queues removes the requirement for both the sending and receiving applications to be executing concurrently. This service will perform the installation of WebSphere MQ, which CONTRACTOR has implemented as part of the message queuing subsystem of the *Cerner Millennium* middleware.

    a.   Overview

    1)   Provide project planning, leadership, and settings knowledge transfer

    2)   Review system compatibility and requirements including:

    a)   Cerner Millennium version

    b)   High availability (HA) solution version, if used

    c)   Operating system (OS) version

    d)   Disk storage space requirements

    e)   File system layout and sizing

    f)   Network configurations

    3)   Install WebSphere MQ on all application Linux servers

    4)   Create MQ host based volume groups, logical volumes, and file systems

    5)   Create MQ required OS level MQ user account and user group

    6)   Create and execute queue manager creation scripts if a Cerner Millennium domain is present

    7)   Establish MQ cluster if implementing in a HA environment on PROD and CERT domains

    8)   Recommend required domain name services (DNS) for use with Cerner Millennium domain

    9)   Implement CONTRACTOR recommended queue manager settings

    10)   Configure system startup files for new queue manager starting at system boot if required

    11)   Assist COUNTY with recommended thick client desktop or Citrix MQ file settings

12) Use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and environmental specifications in a format or containing content reasonably conforming to COUNTY's documentation standards for like documents. When there are multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current technical environment including updated maintenance and management checklists

b. Deliverables

1) Provide project documentation, including but not limited to:

a) Pre-requisites

b) Implementation

2) Install the MQ software

3) Provide installation knowledge transfer

4) Create and configure MQ Queue Manager

5) Provide production environment change authorization (PECA) forms requiring COUNTY signature. These forms will be presented to Client describing access requirements and items being reviewed on COUNTY's production environment prior to work being performed

6) Provide Event Activity Report (EAR) forms requiring COUNTY signature upon completion of designated solution implementation

c. Pre-Requisites

1) Source node identified

2) Administrative access to source and target nodes granted

3) Remote access via CONTRACTOR's Intellinet or other remote access solution available

4) Recommended *Cerner Millennium* service packages installed in source domain

5) All required licenses and software necessary are present

6) Installation media downloaded

7) Appropriate OS level installation on target node

8) Appropriate network connectivity available

9) All required disk space is available

d. Project Planning and Leadership

1) CONTRACTOR will oversee planning, execution, and communication relative to database assessment services including:

a) Communicating with COUNTY about the team of consultants involved with the project

b) Scheduling and conducting follow up review discussion with COUNTY technical teams

c) Scheduling and conducting pre-installation review discussion with COUNTY

d) Ensuring COUNTY has access to all required service packages as needed

e) Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations

f) Creating and driving deliverables through CONTRACTOR's *MethodM*

e. Knowledge Transfer

1) Solution specific knowledge transfer or training will include:

a) MQ download requirements

b) MQ start up and shut down operations

c) MQ queue manager creation process

d) Navigating CONTRACTOR support and technology pages

e) CONTRACTOR support basics and tools

f) Technology upgrades, planning, execution, and support

g) Storage and growth management

2) In addition to the structured knowledge transfer planned, CONTRACTOR anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to maximize knowledge transfer opportunities.

f. Post Implementation Support

1) CONTRACTOR will provide remote project support on an as needed basis up to two (2) weeks days post go live

a) After the post go live support, all future support will be available to COUNTY through CONTRACTOR's Immediate Response Center (IRC) for critical production related issues or the Immediate Answer Center (IAC) for general non urgent support

b) During the post go live period CONTRACTOR will assist COUNTY with system support and tuning as needed

g. COUNTY Obligations

1) COUNTY is responsible for the following tasks as related to this Scope:

a) Ensuring host definitions have been generated and are available for connection

b) Providing CONTRACTOR administrative access to the systems being serviced as needed

c) Designating a representative to serve as COUNTY project manager to act as the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

d) Providing documentation of requested configurations on an as needed basis

e) Providing documentation and support phone numbers for all hardware and software providers

f) Providing COUNTY resources for any knowledge transfer made available as part of this implementation

g) Conducting COUNTY operational testing

h) Updating *Cerner Millennium* thick clients, Citrix, or other systems with MQ client files

i) Verifying and installing *Cerner Millennium* packages

j) Downloading and staging CONTRACTOR installation media

2) COUNTY agrees that CONTRACTOR will bypass the verification processes, if connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities, and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment, unsupported network interface cards)

3) The following activities are not included in this Scope and will not be implemented:

a) Hardware installation

b) OS level user account creation other than what is required for installation of this package

c) Thick client desktops and Citrix servers builds

d) Storage configuration, connectivity

e) Domain name server (DNS) configuration

f) All network addresses, and all wiring to connect new hosts to COUNTY network

h. Assumptions

1) COUNTY is familiar with the core technologies used in this solution

2) CONTRACTOR has remote access to COUNTY nodes

3) All prerequisite work related to the delivery of this solution is complete

4) All work will be delivered remotely outside the planned and agreed upon site visits

5) CONTRACTOR will have required access to the systems where work is to be performed

a) This may include privileged accounts and possible physical access as needed

i. Duration and Work Effort

1) Estimated project duration is 1 week depending on COUNTY availability and system connectivity

2) All work is performed remotely

10. Universal Time Change (UTC) SERVICES

a. Coordinated Universal Time (UTC) is an international standard for expressing time independently of time zones and Daylight Saving Time (DST) adjustments. UTC offers benefits for storing date and time values in the *Cerner Millennium* database by allowing the date and time values to be stored independent of time zone or DST adjustments. A *Cerner Millennium* database utilizing UTC times can support multiple time zones and improving the scalability of the system.

b. This service is made available to assist with conversion of an existing *Cerner*

Millennium database originally implemented in local mode (storing dates and times in the local time zone) and converting existing data to UTC time. It is recommended to combine a UTC conversion with a database migration or rebuild to realize the benefits of both exercises.

      c.   Unless otherwise noted, the services are limited to the process of converting existing database to UTC elements as part of a database migration or a rebuild scoped Services as described in this Scope.

      d.   Service Overview

      1)   CONTRACTOR will provide technical consulting services to provide the following services to implement Coordinated Universal Time (UTC) conversion on a *Cerner Millennium* Oracle Database.

      2)   The core of this service is to assist COUNTY with conversion of an existing *Cerner Millennium* database originally implemented in local mode (storing dates and times in the local time zone) and converting existing data to UTC time. It is recommended to combine a UTC conversion with a database migration or rebuild to realize the benefits of both exercises. This service is not a replacement for a database migration or a rebuild. It is however designed to leverage the process of database migration or rebuild with additional process to convert existing date and time values in the *Cerner Millennium* database and store them independent of time zone or DST adjustments as part of the migration. The UTC conversion process applies to *Cerner Millennium* databases only. The converted date and time values are relevant to the clinical records. Recommendations and pre-requisites are provided to permit the successful implementation in compliance with the versions of either *Cerner Millennium* or Oracle databases depending on the function of the host.

      3)   The following high level activities will be performed:

      a)   Project planning and leadership

      b)   Provide recommendation and documentation of the storage configuration and layout recommendations

      c)   Review environment process, dependency, and prerequisites requirements

      d)   Perform required UTC conversion activities as part of the database migration

      (1)   Review storage requirements

      (2)   Offset setup, time zone, and UTC, review DST characteristics

      (3)   Assess environment for list of table/date column exclusions

      (4)   Add required columns to the database

      (5)   Create date and time value triggers for time date stamp creation for UTC

      (6)   Swap out the local dates and times in favor of the UTC dates and times during downtime or conversion

      e)   Review and coordinate application testing and validation with emphasis on data and time values

      4)   The following activities are not included in this SOW. These items will be deemed

as COUNTY's responsibility unless purchased via separate CONTRACTOR Services.

    a) Hardware and software installations

    b) Testing and validating database setup and creation

    c) Related backup activities

5) Unless otherwise noted for a specific service, CONTRACTOR shall perform the Services described in this SOW including, as applicable, training, and documentation. CONTRACTOR will use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and environmental specifications in a format or containing content reasonably conforming to COUNTY's documentation standards for like documents. When there are multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current technical environment including updated maintenance and management checklists.

6) No changes will be made to production systems or environments without first notifying and being provided permission from COUNTY project team.

  e. Deliverables

    1) Project documentation, including but not limited to:

      a) Pre-requisites documentation

      b) Project plan as documented in CONTRACTOR's project management system

      c) Design and implementation documents

      d) Production environment change authorization (PECA) forms requiring COUNTY signature. These forms will be presented to COUNTY describing any changes to COUNTY's production environment prior to work being performed

      e) Event Activity Report (EAR) forms requiring COUNTY signature upon completion of designated solution implementation

      f) Pre-travel checklist as required

    2) Validation of hardware compatibility with OS to be installed

    3) Validation of software availability and licensing requirements

    4) Validation of disk space and file system existence to install the new OS

    5) Validation of an existence or production database copy for initial testing and validation

    6) Validation that all basic operating system (OS) installation pre-requisites have been met

    7) Installation of the OS software if required

    8) Basic network configuration

    9) System tuning

    10) If part of implementation, a detailed layout documentation and recommendations

    11) Installation knowledge transfer if applicable

  f. Pre-Requisites

1)   Provide pre-requisite documentation to COUNTY prior to starting implementation work

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2)   Identify COUNTY tasks at the beginning of the engagement to facilitate scheduling and coordination

3)   Verify all required licenses and software necessary are present

4)   Confirm all COUNTY devices are supported

5)   Support OS and Internet browser as needed

6)   Provide adequate available disk space

7)   Provide appropriate network connectivity

8)   Confirm solution pre-requisites including:

   a)   Disk space requirements

   b)   OS requirements

   c)   OS installation media

   d)   Storage driver availability

   e)   Identifying *Cerner Millennium* requirements as needed

   f)   Identifying Oracle requirements as needed

g.   Project Planning and Leadership

1)   CONTRACTOR will oversee planning, execution, and communication relative to the scoped technology services including:

   a)   Communicating with COUNTY about the team of consultants involved with the project

   b)   Scheduling and conducting follow up review discussion with COUNTY technical teams

   c)   Scheduling and conducting pre-travel review discussion with COUNTY

   d)   Finalizing project plans and planning meetings

   e)   Ensuring COUNTY has access to all required service packages as needed

   f)   Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations

   g)   Creating and driving deliverables through CONTRACTOR's *MethodM*

h.   Design Documentation

1)   CONTRACTOR will provide documentation as it relates to system or solution design. These design documents will be reviewed by the project implementation team prior to start of the implementation effort.

2)   CONTRACTOR will provide system overview documentation that will outline current system layouts.

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3) CONTRACTOR will review solution prerequisites, compatibility, CONTRACTOR solution requirements, and design with COUNTY and supplier.

      i. Knowledge Transfer

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1) CONTRACTOR will provide opportunities for knowledge transfer throughout this implementation. This knowledge is supplemented by documentation found at cerner.com or uCern Wiki.

2) Knowledge transfer and support are delivered subsequently according to the overall project schedule requirements.

3) Solution specific knowledge transfer or training may include:

      a) UTC conversion requirements

      b) CONTRACTOR host technology roadmap

      c) CONTRACTOR support and technology pages navigation

      d) CONTRACTOR support basics and tools

      e) Oracle release and *Cerner Millennium* code dependencies

      f) Technology upgrades, planning, execution, and support

      g) Storage and growth management

      h) In addition to the structured knowledge transfer planned, CONTRACTOR anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to maximize knowledge transfer opportunities.

      j. COUNTY Obligations

1) COUNTY is responsible for the following tasks related to this Scope:

      a) Meeting all hardware, physical, and environmental requirements (floor space, rack space, cables, power, cooling, etc.)

      b) Installing power and required cabling of hardware to storage, network, and backup solution as required

      c) Verifying server hardware. The hardware management console is present, cabled and configured if required

      d) Ensuring host definitions have been generated and are available for connection

      e) Providing host interface information, including, but not limited to destination address, local adapter address, exchange ID, and remote and local LU names, etc.

      f) Setting up inter-node network and connectivity

      g) Providing CONTRACTOR administrative access to the systems being serviced as needed

      h) Designating a representative to serve as COUNTY project manager to act as the focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's behalf in matters regarding this project

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

i) Providing documentation of requested configurations on an as needed basis

j) Providing documentation and support phone numbers for all hardware and software providers

k) Conducting COUNTY operational testing

l) Providing COUNTY resources for any knowledge transfer made available as part of this implementation

m) Networking including IP addresses, subnet masks, default gateways and domain name server (DNS) services

n) Installing storage, file system, and any additional layered product

2) COUNTY agrees that CONTRACTOR will bypass the verification processes, if connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities, and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment, unsupported network interface cards).

k. Assumptions

1) COUNTY should be familiar with the core technologies used in this solution.

2) CONTRACTOR has remote access to COUNTY database nodes.

3) All prerequisite work related to the delivery of this solution is complete.

4) All work will be delivered remotely outside the planned and agreed upon site visits.

5) CONTRACTOR will have required access to the systems where work is to be performed.

a) This may include privileged accounts and possible physical access as needed.

b) Certain tasks are dependent on the availability of COUNTY technical personnel for verification, participation, testing, and knowledge transfer. CONTRACTOR will identify those COUNTY tasks to facilitate scheduling and coordination.

l. Duration and Work Effort

1) Estimated project duration will vary based on scope dependencies and COUNTY availability

2) Installation and configuration work will be performed remotely

11. DISASTER RECOVERY (DR) SYSTEM MIGRATION -HPUX to LINUX

a. Phase 1: Database Tier Migration

1) The implementation strategy for the migration to the Linux database (DB) platform for the DR domain will be similar to a new DR domain setup. The process used for the initial setup of the DR domain will be closely replicated with the migration.

a) CONTRACTOR will order appropriate hardware for the Linux DB tier update to be in place at least eight (8) weeks prior to the COUNTY Hosted production domain database migration go live.

//

(1) Data migration work for DB on a new platform will take six to eight (6-8) weeks for the DR domain

(2) Standard hardware procurement process for CONTRACTOR is ninety (90) calendar days (i.e. CONTRACTOR receives hardware from HP ~ ninety (90) calendar days post order/contract signing). An additional thirty (30) calendar days is needed for the hardware to be racked, network access configured, and to have OS, management/monitoring tools installed and base Oracle loaded.

b) CONTRACTOR will send a storage device to COUNTY to copy the Linux DB about six to eight (6-8) weeks prior to the go live to establish the base DB on Linux at CONTRACTOR DR site (~3TB). This is done from the new servers in place at COUNTY site for the migration to pre-production Linux domain.

c) CONTRACTOR will configure the DR Toolkit on COUNTY Linux DB server that will be in "project state" (pre-production) for sending the Linux log file/GG Trail files to CONTRACTOR

d) CONTRACTOR will provide one (1) test activation of the Linux DB server prior to COUNTY Production (PROD) DB go live on Linux

e) Estimated downtime for the Millennium DR domain is minimal (i.e < 2 hours) for the switch to the Linux DB platform

b. Phase 2 Application Tier Migration with 2015.01.25 or later code upgrade

1) The implementation strategy for the migration to the Linux Application (App) platform for the DR domain will be similar to a new DR Domain (Application Tier) setup. The process used to setup the DR domain initially will be very closely replicated. Since the code level that will be upgraded is still on the base 2015.01 release, the backend App Tier will be replaced. When COUNTY upgrades to the 2018 code, there will be another phase to the DR system project to update front-end components.

a) CONTRACTOR will order hardware for the Linux App Tier update to be in place at least 12 weeks prior to the COUNTY hosted production (PROD) domain Application (App) tier go live.

(1) Standard hardware procurement process for CONTRACTOR is ninety (90) calendar days (i.e. CONTRACTOR receives hardware from HP ~ ninety (90) calendar days post order/contract signing). An additional thirty (30) calendar days is needed for the hardware to be racked, network access configured, and to have OS, management/monitoring tools installed, and base Millennium loaded.

b) The same DR toolkit configuration is needed to support synchronization of the new code to the new DR domain App tier Linux platform (will be synching backend and front end code to support the 2015.01. or later code).

(1) The DR Domain DB will maintain synchronization throughout the project

113 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 152 of 373

phase and capture any updates to the DB during the code upgrade uptime steps.

(2) Very close communication is needed between COUNTY and CONTRACTOR to synchronize all new code that is loaded into PROD with the new DR domain.

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c) CONTRACTOR will provide (1) test activation of the Linux App tier DR domain prior to COUNTY PROD go live on Linux/new code. Testing will be a full regression test for new code as well as a new DR domain.

d) Downtime for the DR system is estimated to be no more than forty-eight (48) hours.

12. LAB IMAGING - CONTENT360 SINGLE DOCUMENT IMAGING SERVICES - The Content360 Single Document Capture solution allows the end user to scan items and move images from the microscope that are stored on a file share directly into a patient's record storing them and making them available to authorized users across the organization. Indexing and quality checks can be performed on-the-spot, resulting in concurrent, real-time access to the patient chart. The Content360 Single Document Capture method is commonly used in low-volume areas to capture loose sheets or pertinent documents.

    a. Design

       1) Includes consulting services for:

         a) Forms design

         b) Event hierarchy/document types

         c) Imaging process/workflow

         d) User/group access (for non-integrated)

    b. Install/Build

       1) Server software installation, configuration, and license branding for one (1) non-production and one (1) production domain.

       2) CONTRACTOR will work with COUNTY to implement up to ten (10) document types for one (1) lab department.

       3) COUNTY is entitled to build beyond ten (10) document types.

       4) COUNTY is responsible for user setup and security.

       5) Auto sense setup (integrated only)

    c. Data/Image Capture

       1) Includes services setup, and configuration for up to three (3) Single Document Capture stations at one (1) facility in lab department.

       2) Includes services to migrate photos from microscopes that are stored on share drive

       3) CONTRACTOR will train COUNTY on desktop installation and setup for both full desktops and Citrix implementations.

114 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 153 of 373

       d.   Testing

        1) Includes two (2) rounds of integrating testing.

        2) CONTRACTOR will lead on the first round and use integration testing to train COUNTY super users for the second round.

       e.   Reporting

        1) Includes the following standard CONTRACTOR imaging reports:

         a)   Document history

       f.   Training

        1) Includes services for super user training.

        2) COUNTY is responsible for end user training and documentation creation.

        3) Includes training for adding additional document types.

       g.   Deliverables

        1) Content360 PathNet Imaging Single Document Capture solution installed and configured as outlined in this Scope

        2) Knowledge transfer of installation, configuration, and operational procedures for maintenance purposes

        3) Super user training for the as-built system

       h.   Assumptions

        1) *Content360* Single Document Capture is licensed and up to date on Maintenance.

        2) *PathNet* Imaging is licensed and up to date on Maintenance.

       i.   Estimated Work Effort and Duration

        1) Estimated project effort is one (1) remote meeting kickoff and remote support for installation, training, troubleshooting, and conversion support.

        2) Solution and project management duration will be the length of the project, estimated to be approximately three (3) months.

    13. OPTIONAL LAB TRAINING OR CONSULTING SERVICES - If COUNTY elects to obtain such optional services, COUNTY and CONTRACTOR shall mutually agree in writing, for instance in a letter of agreement and/or concurrence, the services to be performed and the applicable hourly rate for those services, which rate shall be $195 hourly or less, up to a $20,000 maximum and COUNTY shall not utilize any CONTRACTOR personnel in physician executive roles in the performance of the optional service(s).

    14. CONTINUOUS ADVANCEMENT REFERRAL MANAGEMENT SERVICES

       a.   Scope Control

        1) There are controls on scope for the total number of a particular item within certain solution sections. Controls are present for the following reasons:

         a) In order to achieve the project timeline with estimated COUNTY project resources

b)   Recommended use of the system and ease of maintenance long term

c)   Maintain standard consulting fees

2)   Please note that controls on items are not functional limits of the *Cerner Millennium System*

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3)   All requested modifications to this Scope must be evaluated for potential impact to the project plan and may result in a longer project timeline, additional CONTRACTOR or COUNTY resources, and/or additional fees. CONTRACTOR has a scope management process that will be utilized throughout the implementation to help keep the project on track.

4)   The result of the Continuous Advancement engagement will not satisfy all 2015 certification requirements (MU Stage 3).

b.   Services Overview

1)   Continuous Advancement services will be delivered through a data driven approach that base project success on an agreed upon, specific and measureable project goal.

2)   Continuous Advancement projects combine: data analytics, Model Experience, and localization

a)   Data analytics requires positions to be mapped to the appropriate CDF within the COUNTY's production domain for at least one (1) month prior to project start.

b)   Model Experience consists of implementing high value recommendations specific to code, system configuration, capabilities, and workflow based on what is available at the start of the project.

c)   Localization is focused on leveraging site-specific requirements, when fulfilling scope to support facility-specific needs.

3)   All services will be delivered remotely except for the following events: stakeholder demo

4)   For go-live, CONTRACTOR will provide one (1) day of twelve (12)-hour remote support, followed by two (2) days of ten (10)-hour remote support. CONTRACTOR will provide two (2) weeks post-conversion remote support during normal business hours. This support is specific to IT support.

c.   Project Milestones

1)   Alignment

a)   Objective:

(1) The Alignment phase is focused on launching the project with Cerner and the COUNTY key stakeholders inclusive of: the Executive Stakeholders, Clinical SMEs, IT Staff, and Project Management.

b)   Key Events:

(1) Internal Project Kickoff

116 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 155 of 373

      (2) COUNTY Alignment

      (3) Project Kickoff

      (4) Stakeholder Kickoff

   2) Initial Build and Testing

    a) Objective:

      (1) Configure future state design in a non-production environment based on CONTRACTOR'S Model Experience and site specific utilization analytics that has been tested by CONTRACTOR'S project team and prepped for demonstration events.

    b) Key Events:

      (1) Data Collection

      (2) Initial Build

      (3) CONTRACTOR Testing (Unit and Functional)

   3) Localization

    a) Objective:

      (1) Facilitate a future state demonstration to key clinical stakeholders, IT staff, etc. to ensure design supports site specific requirements, and gather additional feedback to enable final design sign-off.

    b) Key Events:

      (1) Stakeholder Demonstration

      (2) Design Localization Period

      (3) Final Design Sign-Off

   4) Integration Testing

    a) Objective:

      (1) Validate future state configuration with site specific workflows to ensure optimal design and readiness for conversion.

    b) Key Events:

      (1) Integration Testing

   5) Conversion Prep

    a) Objective:

      (1) Ensure the domain and users are prepared for Conversion and appropriate communication has been delivered to the organization.

    b) Key Events:

      (1) Production Build (Passive/Low Impact)

      (2) Production Build Validation

      (3) User Training

      (4) Conversion Preparation

   6) Conversion

a) Objective:

(1) Activate future state design in the Production environment and measure adoption and effectiveness of the change against the project goals

b) Key Events:

(1) Conversion

7) Project Closure

a) Objective:

(1) Support adoption through analytics measurement and review project outcomes and benefits achieved.

b) Key Events:

(1) Measurement

(2) Benefits Review

d. CONTRACTOR Roles and Responsibilities

1) Engagement Leader

a) Facilitates all project meetings

b) Creates and manages the project plan, status reporting, and milestones

c) Manages logistics for all onsite events

d) Serves as the escalation resource for all project issues

2) Solution Architect / Delivery Consultant

a) Conducts analysis of current-state solution utilization and configuration

b) Provides documentation and guidance to support design and build

c) Ownership of CONTRACTOR build unless otherwise noted

d) Leads and contributes to weekly calls and validation sessions

e) Conducts workflow demonstrations

f) Delivers recommendations to COUNTY analysts on workflow impact

g) Meets with COUNTY leadership to discuss productivity and satisfaction metrics intended to be impacted by the engagement

3) Data Analyst

a) Gathers and interprets efficiency, workflow adoption and compliance metrics throughout the project

b) Presents benefit metrics to COUNTY leadership after conversion event

e. COUNTY Roles and Responsibilities

1) Project Manager

a) Works with CONTRACTOR Engagement Leader to coordinate events

b) Aligns COUNTY resources to agreed upon event dates

c) Serves as the initial COUNTY escalation contact

d) Ensures completion of COUNTY responsibilities in accordance with the project

plan

    2) Informaticist/Solution Analyst

        a) Attends and contributes to recurring calls and validation sessions

        b) Develops workflow test scripts and conducts integration testing

        c) Validates configuration changes related to COUNTY solution expertise.

        d) Updates all reports, rules, interfaces, and custom CCL impacted by the project

    3) Technical resources (if COUNTY hosted)

        a) Own all necessary package requests from the Continuous Advancement team

        b) Inform the Continuous Advancement team of all domain events throughout the project

    4) Subject Matter Experts / Users

        a) Attends workflow demonstrations and follow-up sessions for decision making

        b) Validates the design and build during the integration testing milestone

        c) Participates in training of new tools and workflows

        d) Provides user support during conversion

        e) Participates in pre- and post-engagement satisfaction surveys (if applicable)

    5) Educator

        a) Attends and contributes to recurring calls and validation sessions

        b) Develops workflow test scripts and conducts integration testing

    6) Prerequisites License to Power Chart Ambulatory

    7) CAMM Cerner Media Viewer

    8) Cloud Services deployment in Production and one non-prod domain. Project dates may need to be adjusted if cloud services have not been deployed, and the work has to be completed during the project.

    9) The following code requirements must be met

        a) 2015.01.22 or higher

        b) Bedrock Administration .111 or higher

        c) Olympus Administration .111 or higher

        d) MPages 6.5 or higher

    10) COUNTY agrees to take any required packages needed for the Referral Management solution.

  f. Referral Management

    1) This scope represents CONTRACTOR work effort to implement Referral Management. The duration of this project based on the scope detailed below is expected to be twenty-one (21) weeks. That includes eight (8) weeks pre-kickoff for the COUNTY to work on data collection for the provider directory, and thirteen (13) weeks from project kick-off to conversion

    2) CONTRACTOR's Ambulatory Referral Management solution provides a

119 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 158 of 373

streamlined means to transfer and monitor case progression as patients are routed for specialist care. The solution enables the ability to create a referral case via orders or an ad hoc workflow, access a provider referral search for matching patients with the most appropriate resource, and consolidated tracking of both inbound and outbound referrals from within a purpose-built referral queue. The Referral //

Management solution also offers integration with Revenue Cycle scheduling and authorization management functions for seamless handoffs between clinical and administrative workflows.

       g. Scope Definition

          1) Number of clinic locations: one (1)

          2) Number of clinics: one (1)

          3) Number of specialties: one (1)

          4) Are clinics spread across different geographic regions? - No, Orange COUNTY, CA

          5) Estimated number of internal providers: Approx. eight (8) providers

          6) Estimated number of external providers: Sent to UCI for external referrals, approximately forty-two (42) external providers

          7) Is there more than one production domain? - No

       h. Referral Management Services - The following items will be implemented and localized based on Cerner's Model Experience recommendations and COUNTY's existing standards:

          1) Referral Directory

             a) Providers (and/or clinics) will be created with four (4) attributes per provider.

             b) The four (4) attributes configured will be specialty, gender, languages spoken, and region

             c) CONTRACTOR will configure ten percent (10%) of providers in a non-production domain for validation

          2) Referral Management Worklist

             a) The Worklist MPage will be implemented in PowerChart and Cerner Practice Management for the appropriate positions.

          3) Referral Order

             a) Updates to the referral orders, order entry formats, and order sentences as needed to align with required build and Model recommendations

             b) Replacement of any inactivated referral orders in PowerPlans, Order Folders, and Quick Orders

          4) Reporting

             a) Inbound Referral Volume

             b) Outbound Referral Volume

             c) Leakage

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

5) CONTRACTOR will deliver a Provider Directory data collection workbook to client 8 weeks prior to project kickoff.

    a) COUNTY is responsible for collecting the following information for all providers that will be included in the directory

        (1) Practice Site (internal or external)

        (2) Practice Site Attributes (employed, refer to, refer from)

        (3) Provider Address

        (4) Provider Fax Number

        (5) Provider Direct Email (if applicable)

        (6) Specialty

        (7) Gender

        (8) Languages Spoken

        (9) Region

6) Adoption Coaches

    a) Coach providers throughout the engagement. COUNTY must have one hundred percent (100%) of provider directory information collected prior to integration testing.

15. LEARNING SERVICES, PHYSICIAN ADVANCEMENT COACHING (REFFERAL MANAGEMENT)

    a. Services Overview

    1) Physician Advancement coaches work with providers before and during Advancement Delivery engagements.

    2) Goal is to help drive adoption of new functionality included in the referral management project.

    3) Coaches work with the project team in order to achieve project goals.

    b. Coaching Approach

    1) Kickoff

    a) Participate in Kickoff event held by Advancement Delivery. Discuss the learning component of the project.

    2) Pre-Conversion

    3) Conversion

    c. CONTRACTOR Roles and Responsibilities

    1) Adoption Coaches

    a) Coaches providers throughout the engagement

    d. COUNTY Roles

    1) Project Manager, Informaticist, and Physician Champions (per Advancement Delivery scope)

    2) COUNTY Learning Manager or Physician Liaison Lead

e. Kick Off Tasks/Activities

     1) COUNTY and CONTRACTOR shall conduct a meeting to discuss and agree on the following:

         a) Review coaching scope

         b) COUNTY resources

         c) Review coaching schedule (for project duration)

         d) Provider communication plan

         e) Pre-Conversion agenda

     2) Items addressed in meeting hosted by Advancement Delivery.

f. Pre-Engagement Work CONTRACTOR Responsibilities

     1) Job Aide Localization

         a) CONTRACTOR standard learning content shall be modified based on the COUNTY's code level

         b) CONTRACTOR has included four (4) hours to localize the Job Aide to COUNTY build and processes

g. Pre-Engagement Work COUNTY Responsibilities

     1) COUNTY to create new test patients and provide FIN numbers to coaching team for population (15)

     2) Test patient population for pre-conversion sessions

         a) Data population includes:

             (1) Allergies, Height/weight, medication history, historical documentation

         b) Test patient data is populated in build environment

         c) Test patient population will be completed for fifteen (15) patients

         d) Provide domain access to coaching resources

h. Pre-Conversion Coaching

     1) Provide one (1) coach for one (1) week, thirty-six (36) hours per week for pre-conversion coaching prior to upgrade.

     2) During pre-conversion, coaches:

         a) Conduct provider training or learning lab to review new functionality

         b) Answering questions

         c) Conducting one-on-one meetings with key providers as available

         d) Educating and training on any upgrades, key innovations, playbooks, etc.

         e) Assist providers in setting up favorite folders, pre-completed notes, and macros if production domain is available

     3) If sessions are class room style (versus one on one), no more than fifteen (15) providers per session.

i. Pre-Conversion COUNTY Responsibilities

1) COUNTY to schedule training sessions and manage provider sign up.

2) CONTRACTOR's recommendation is to have specialty specific courses

3) Schedule and provide room for training

   a) Computer, projector for instructor

   b) Computers for providers

4) Approve agendas for Pre-Conversion (before sessions begin)

5) Meet with the Coaching PM before engagement starts or week one (1) of Pre-Conversion

6) COUNTY to provide CONTRACTOR coach with an updated sign up list daily during Pre-Conversion.

7) Provide access to all units via badge

8) Provide parking information

9) Provide a list of practicing providers, separated by specialty, with contact information

10) Provide a contact from training team to answer specific workflow and design questions

j. Conversion Coaching

1) Provide one (1) coach for one (1) week of support, forty (40) hours per week

2) Coaches:

   a) Coaches help providers learn and utilize new functionality

   b) Rounding support and by appointment

   c) Serve as a liaison between project team and end users

k. Conversion Coaching COUNTY Responsibilities

1) Provide schedule and locations for coaching resources

2) Provide access to all units via badge

3) Provide parking information

4) Provide a list of practicing providers, separated by specialty, with contact information

5) Provide a contact from training team to answer specific workflow and design questions

6) Schedule appointments with providers and coaches

l. Post-Conversion Coaching

1) Post-Conversion coaches

   a) Coaches help providers learn and utilize new functionality

   b) Leverage data from CONTRACTOR Advance and other reporting tools to target coaching to specific providers

      (1) Focus on providers not adopting new tools

c) Coaches monitor that all providers (in scope of the upgrade) have the opportunity for coaching.

      d) Provide weekly progress updates to client sponsors

m. Post-Conversion Coaching COUNTY Responsibilities

    1) COUNTY to provide Post-Conversion coaches

      a) Coaches help providers learn and utilize new functionality

      b) Leverage data from CONTRACTOR Advance and other reporting tools to target coaching to specific providers

        (1) Focus on providers not adopting new tools

      c) Coaches monitor that all providers (in scope of the upgrade) have the opportunity for coaching.

    2) Provide weekly progress updates to COUNTY sponsors Schedule and coordinate appointments with providers on a weekly basis.

    3) Work with the coaching PM for list of providers to schedule

    4) COUNTY owns Issues and CRs once the Advancement Delivery team disengages. Develop a process for coaches to report and get updates.

n. Optimization Coaching COUNTY Responsibilities

    1) Schedule and coordinate appointments with providers on a weekly basis.

    2) Work with the coaching PM for list of providers to schedule

    3) COUNTY owns Issues and CRs reported by coaches once the Advancement Delivery team disengages. Develop a process for coaches to report and receive updates

o. Deliverables

    1) Adoption coaches will provide services at COUNTY's facility for a maximum of twelve (12) hours per day, five (5) consecutive days.

p. Project Assumptions

    1) If the deliverable has been created per the accepted design document and COUNTY desires to make changes, CONTRACTOR will provide a change document defining the issue, scope, work effort to complete, effect on delivery timeline, and cost to COUNTY.

    2) COUNTY will have the option to sign and accept to initiate the work. COUNTY may also decline or defer the action.

    3) This engagement will be considered complete when the scope of work is completed pursuant to this Scope, or when the Agreement is terminated pursuant to the terms set forth therein.

    4) Termination, reduction in scheduled resources, and/or reduction in duration of this project requires written notification and may be subject to cancellation fees and nonrefundable airfare as follows:

      a) Fourteen (14) or more calendar days prior to commencement, no cancellation fee

b) Thirteen to seven (13-7) calendar days prior to commencement, twenty percent (20%) of fees

c) Seven to zero (7-0) calendar days prior to commencement, thirty percent (30%) of fees

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d) Reduction of resources and/or project duration post-commencement, fifty percent (50%) of pro-rated fees

5) Requests for additional end-user conversion support days must be submitted to CONTRACTOR in writing.

6) CONTRACTOR will work with COUNTY to provide the following services according to an agreed upon schedule.

7) CONTRACTOR will provide training services at COUNTY's facility for a maximum of twelve (12) hours per day, with each individual resource being on-site for five (5) consecutive days and off-site two (2) days per week.

8) CONTRACTOR reserves the right to reassign resources upon notice to COUNTY if hours fall below an average of twenty-eight (28) hours per week.

9) This scope assumes a previously specified number of end-users will be trained. If the number of users changes significantly from this assumption, CONTRACTOR will review available training hours with COUNTY and determine if more hours are needed.

10) Open process issues affecting training will be assessed by CONTRACTOR following the change process documented above. Client will make a decision whether to include the identified changes in the learning process and accept associated changes in the completion of learning deliverables, or to include the content in an internal post go-live revision process. In the event content development or training estimated time is less than what is stated in this contract, CONTRACTOR reserves the right to revise the total numbers and/or allocate those hours to assist with other overall training efforts for the COUNTY implementation as agreed by both parties.

11) In the event COUNTY requests this project be rescheduled or suspended, COUNTY will pay costs for hours worked and travel expenses incurred, up to and including the date of shut down. Additional fees may be incurred when the project resumes, including, but not limited to, increased professional service rates, planning, defining scope, reviewing and documenting completed work, and educating new project team members (COUNTY will not incur additional fees if the delay is mutually acceptable between COUNTY and CONTRACTOR).

12) COUNTY acknowledges that CONTRACTOR is not obligated to provide the same project team members that were assigned to the project prior to the suspension.

13) Resource assignments and travel arrangements, including but not limited to COUNTY site visits, require a minimum of ten (10) calendar days of preparation time from the date this Scope is executed

EXHIBIT A
CER02ADMK120

14) The professional services fees do not include travel, lodging, per diem, or other out-of-pocket expenses incurred by CONTRACTOR personnel. Such expenses will be billed to COUNTY based upon actual expenses incurred

16. SMART/FHIR IMPLEMENTATION SERVICES

a. Project Duration

1) The following project start date is an estimate and subject to adjustment based upon the Effective Date of this Ordering Document. CONTRACTOR requires a minimum of ninety (90) calendar days following the Effective Date to accommodate pre-project activities such as planning, staffing, and technology activities. The overall duration of this project (from the "project kick-off" event to the "go-live" event), based on the scope of services detailed in this Ordering Document, is expected to be four (4) month(s).

2) Estimated project start date: 09/01/2018

b. Scope Control

1) There are controls on scope for the total number of a particular item within certain solution sections. Controls are present for the following reasons:

a) In order to achieve the project timeline with estimated COUNTY project resources

b) Recommended use of the system and ease of maintenance long term

c) Maintain standard consulting fees

2) Please note that controls on items are not functional limits of the *Cerner Millennium System*

3) All requested modifications to this Scope must be evaluated for potential impact to the project plan and may result in a longer project timeline, additional CONTRACTOR/COUNTY resources, and/or additional fees. CONTRACTOR has a scope management process that will be utilized throughout the implementation to help keep the project on track.

17. DISCERN SMART/FHIR-APPLICATION DEVELOPMENT TRAINING

a. Overview

1) SMART/FHIR Training is a three (3)-day technical workshop. The workshop can be held on a Client site or at Cerner's World Headquarters. A knowledgeable Cerner training resource will engage and train Client technical resource(s) on leveraging the SMART and FHIR resources to develop SMART on FHIR applications

b. Target Audience and Prerequisites

1) The intention of this technical training engagement is for individuals in COUNTY organization who will be developing and/or supporting SMART on FHIR applications.

2) The technical training workshop is limited to five (5) or less participants. If more than five (5) are required by COUNTY, additional professional services and fees will apply.

3) Technical attendees should have experience using HTML, JavaScript and CSS as

126 of 132
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION

EXHIBIT A
CER02ADMK120

HCA ASR 17-001057

Page 165 of 373

prerequisites for attending this workshop. These views can be localized by specialty or set at a system level

    c. Agenda

       1) The agenda can vary depending on the level of expertise in the audience group. Initially, training will encompass the following:

          a) Overview of resources CONTRACTOR's Millennium implementation of FHIR supports

          b) Core concepts and best practices to make effective use of FHIR Services

          c) Hands on exercises to call FHIR services, review items in the response, cover Conformance and other FHIR resources

          d) Overview of SMART on FHIR – open source standard for building vendor agnostic, interoperable applications

          e) Technical walk-through of how SMART apps are launched, receive context, and access FHIR data for their needs

          f) Hands on build session for attendees to build their own SMART on FHIR application from the ground up and integrate it into CONTRACTOR PowerChart

          g) Review of CONTRACTOR's functional capabilities in supporting a variety of security workflows

          h) Review working examples of code operating in a browser for orchestrating the user authorization workflow

    d. Requirements

       1) Basic requirements to be completed/installed prior to commencement of training include:

          a) Functioning training/non-prod domain with valid user accounts for trainer to use as well as class participants

          b) Internet access during training event

    e. Materials

       1) Training documents and content will be supplied during training event

       2) CONTRACTOR will provide a knowledgeable training resource to deliver the material and complete the agenda found in this Agreement

   18. SMART/FHIR-COACHING SERVICES

    a. Overview

       1) SMART/FHIR coaching services allocate a CONTRACTOR Technical Consulting Engineer to COUNTY for a project engagement. The CONTRACTOR Engineer would be available to perform a variety of technical functions as needed by the COUNTY. Technical functions could include but are not limited to knowledge transfer, coaching, answering questions, mentoring, troubleshooting and/or providing leadership to COUNTY's development initiatives as it relates to SMART and FHIR

2) The CONTRACTOR engineer will be available virtually during the project engagement for up to twenty (20) hours per week for a maximum of fifty (50) hours total. If on-site assistance as part of the project is requested by the COUNTY, CONTRACTOR and COUNTY would need to mutually agree on the dates and duration of the onsite time and its necessity. If applicable, while // fulfilling any on-site assistance, the CONTRACTOR engineer will be available to the COUNTY full-time. Travel costs will be paid by COUNTY.

b. Requirements

1) Basic requirements to be completed/installed prior to commencement of engagement include:

a) Functioning non-Production and Production domains as applicable with valid user accounts for CONTRACTOR resource

c. Agenda

1) Engagement is centered around SMART/FHIR assistance and coaching

2) CONTRACTOR resource will collaborate with COUNTY IT resources to build, troubleshoot and/or support SMART/FHIR applications in COUNTY's non-production and production domains as needed

3) COUNTY IT resources will be available for support and consultation regarding COUNTY systems

19. ELECTRONIC PRESCRIBING FOR CONTROLLED SUBSTANCES (EPCS)

a. CONTRACTOR Tasks/Activities

1) Perform build and foreign system interface changes, if required, to maintain and enhance e-prescribe functionality for Electronic Prescribing for Controlled Substances (EPCS)

2) Perform optimization of the discharge order action of up to 10 Order Entry Formats, if required

3) Provide Regulatory Consultant who will perform the following tasks, if needed:

a) Provide guidance and best practices for identify proofing/credentialing

b) Provide expertise and research around state-based pharmacy laws, boards and rules

c) Provide guidance around nomination and approval of access controls (dual factor authentication)

d) Provide guidance regarding requirement for ongoing security analysis

4) Build and test EPCS functionality in one (1) non-production domain and one (1) production domain

5) Create e-prescribe relationships in Bedrock and assign the EPCS service level for up to one hundred (100) providers (as a pilot)

b. COUNTY Tasks/Activities

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

1) Obtain a digital certificate generated from a certificate authority (or COUNTY representative) for 1 non-production domain and for one (1) production domain

2) Create remaining e-prescribe relationships in *Bedrock* and assign the EPCS service level to those Security Parameter Index (SPI) relationships

    c. Deliverables

        1) CONTRACTOR will provide one (1) trainer conversion preparation event

        2) CONTRACTOR will provide one (1) maintenance training event

        3) CONTRACTOR will provide go-live troubleshooting support which will occur during normal business hours (8 AM-5 PM CST)

    d. Project Assumptions

        1) COUNTY must have the following prerequisites:

            a) Required Base Code Level: 2015.01.15, per Drug Enforcement Administration (DEA) certification letter

            b) *ePrescribe* version 10.6

            c) *ePrescribe Bedrock* Registration Wizard

                (1) Providers must have an established relationship via this tool for any location(s) from which provider wishes to e-prescribe controlled substances

            d) *ePrescribe Bedrock* Logical Access Control Wizard

            e) *P2Sentinel* version 4.5 or higher

            f) *CareAware MultiMedia Archive* (CAMM)

            g) CONTRACTOR Workflow Authentication (applicable for *Imprivata Confirm ID*)

            h) Secondary Factor Authentication

                (1) DEA approved devices include, but are not limited to, one-time-password tokens

                    (a) Soft token that supports RADIUS authentication

                    (b) Hard token that supports RADIUS authentication

                    (c) Biometric fingerprint reader (applicable only to Imprivata Confirm ID)

        2) Providers who will be utilizing the EPCS functionality must be registered with the CONTRACTOR Hub and SureScripts via the Bedrock Wizard to obtain a unique SPI for each facility from which they will be e-prescribing

        3) DEA regulation requires that providers wishing to e-prescribe controlled substance prescriptions be both nominated and approved for this service level; this will occur via the Bedrock Wizard and will require client input/interaction

        4) CONTRACTOR's standard print requisitions have been updated to include the necessary DEA components in relation to EPCS; if COUNTY has custom requisitions, COUNTY must

make the necessary modifications or utilize the services of a specialized team at CONTRACTOR

     5) All activities will occur remotely

20. Cerner Workflow Authentication Setup

  a. CONTRACTOR Tasks/Activities

    1) Identify COUNTY organizational, clinical, and technical basis including:

      a) Current solutions in the current production domain

      b) Solutions and sites scheduled to go live through the documented *Cerner Millennium* solution roll-out schedule

      c) Authentication requirements specific to COUNTY's business model

      d) Current computing infrastructure

      e) Technical initiatives

    2) Identify advanced authentication methods to be used

    3) Identify existing software distribution technologies

    4) Provide a high-level analysis and recommendation regarding the integration of physical and system access (if applicable)

    5) Produce the project plan consisting of recommended configurations, integrations, and technologies as identified

    6) Identify COUNTY-defined end-states as defined by COUNTY's requirements and produce gap-analysis and high-level recommendations

    7) Manage the project

  b. Deliverables

    1) Install and configure advanced authentication devices and workflow authentication policies

    2) Validate and test the advanced authentication solution with production pilot group

    3) Provide the following training:

      a) Administrator training: conduct a one (1) day on-site session focusing on training COUNTY-assigned authentication administrator on the architecture overview, authentication policies, software deployment options, and reporting

      b) Help-desk training: conduct training sessions on resolving common technical problems and identifying advanced authentication resources for technical assistance

      c) End-user training: coordinate with COUNTY in setting up and scheduling end-user education sessions that cover the following:

        (1) End-user enrollment for advanced authentication management

        (2) Changes to expect in current workflows

        (3) Support path during and after deployment

  c. Project Assumptions

    1) COUNTY will provide a minimum of one (1) workstation per operating system

configured with all identified applications and accounts for workflow authentication

2) COUNTY is familiar with the core technologies used in *Cerner* Workflow Authentication

3) All work will be performed at COUNTY's location unless otherwise noted or agreed upon

21. NUANCE DRAGON TECHNICAL UPGRADE SERVICES - Nuance Dragon Medical 360 Network Edition is a speech-recognition solution that allows users to enter notes and text into other software applications, using their voice instead of a keyboard. Dragon can be used with any application, including Microsoft Outlook, Microsoft Word, Notepad, and *Cerner Millennium*, even when the application is delivered via Citrix.

    a. Overview

       1) CONTRACTOR will provide technical consultation and implementation services to upgrade an existing Nuance Dragon Medical 360 Network Edition environment

    b. CONTRACTOR Responsibilities

       1) Schedule and conduct pre-install review discussion with COUNTY

       2) Provide pre-install checklist document to COUNTY

       3) Conduct a discovery call to:

          a) Determine facilities, departments, or units in which Nuance Dragon Medical 360 Network Edition will be upgraded

          b) Define roles and responsibilities

          c) Determine timelines for upgrade and projected go-live date

          d) Confirm remote access requirements for Nuance Dragon Medical 360 Network Edition upgrade

          e) Define impact to users while the upgrade is in-progress

          f) Verify server hardware meets the minimum requirements for the new application

          g) Assist in making hardware available on Intellinet for remote support from CONTRACTOR if necessary

             (1) Intellinet/SecureLink access is required for remote installation

          h) Confirm pre-install requirements have been completed

       4) Define new master profile repository

       5) Create organization token

       6) Upgrade and configure Nuance Dragon Medical 360 Network Edition software

       7) Assist with rollout plan for upgrading vSync on Citrix servers, if applicable

       8) Initiate profile upgrades, if applicable

       9) Review profile upgrade logs and provide an action plan for those profiles that may have failed, if applicable

131 of 132   EXHIBIT A
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 170 of 373

10) Upgrade and configure up to five (5) workstations with Nuance Dragon Medical 360 Network Edition software

    a) Assist with rollout plan for upgrading Nuance Dragon Medical 360 Network Edition software on remaining workstations

11) Conduct technical training

    a) Conduct Nuance Dragon help desk training off or on-site for up to six (6) COUNTY attendees

    b) Conduct Nuance Dragon administrator training for up to five (5) COUNTY attendees

    c) Provide a technical review of the Nuance Dragon solution, troubleshooting tips and tricks, escalation paths and responsibilities, and frequently asked questions

  c. Deliverables

    1) Upgrade of Nuance Dragon Medical 360 Network Edition

    2) Site specific Nuance Dragon technical architecture document

    3) System validation of the upgraded Nuance Dragon Medical 360 Network Edition environment

    4) Administrator training

    5) Help desk training

  d. Assumptions

    1) Certain tasks are dependent on the availability of COUNTY technical personnel for verification, and testing. CONTRACTOR will identify those COUNTY tasks at the beginning of the project to facilitate scheduling and coordination

    2) COUNTY will be responsible for installing necessary software on Citrix servers unless remotely hosted

    a) CONTRACTOR will provide installation services for remotely hosted clients

    3) COUNTY workstations meet minimum requirements

    4) This Scope is limited to the upgrade of Nuance Dragon Medical 360 Network Edition's technical components for systems capable of supporting up to five hundred (500) users and one (1) Active Directory. For larger systems, additional services are required.

This engagement includes only the items set forth in this Scope. A new Amendment or letter agreement must be executed by the parties if COUNTY requests additional tasks beyond those set forth herein.

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EXHIBIT A

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EXHIBIT B

TO AGREEMENT FOR PROVISION OF

MAINTENANCE AND SUPPORT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CERNER CORPORATION

JULY 1, 2017 THROUGH JUNE 30, 2020

I. SCOPE OF USE EXPANSIONS LIMITS AND EXPANSION

A. Designated Facility where the Licensed Software shall reside:

~~County of Orange Data Center~~

~~1400 South Grand Avenue~~

~~Santa Ana, California 92701~~

County of Orange Data Center

1400 South Grand Avenue

Santa Ana, California 92701

B. For use and access by the following Permitted Facilities:

Juvenile Custody, Behavioral Health and Public Health facilities only of COUNTY.

C. Scope of Use Expansion Limit:

Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
Capstone	CP-20735	Reg. Management	FTE	2,775	135	$6,431.45	$83.07
	CP-20740	Scheduled Management	FTE	2,775	135	$5,411.55	$69.90
	CP-20745	Enterprise Master Person Index	FTE	2,775	135	$2,889.82	$37.33
	CP-26105	Discern Expert	FTE	2,775	135	$1,376.17	$17.78
	CP-26140	Discern Explorer	FTE	2,775	135	$688.08	$8.89

Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
CareNet	PS-22720	Ent. Care Doc	FTE	2,775	135	$3,051.80	$39.42
Open	OE-20850	Open Engine	FTE	2,775	135	$769.40	$9.94
Engine	OE-22850	TCP/IP Comm Srv	FTE	2,775	135	$261.19	$3.37
PathNet	PA-20070	General Lab	FTE	2,775	135	$1,569.70	$190.91
	PA-20075	Microbiology	FTE	2,775	135	$1,177.27	$143.18
	PA-22205	Outreach Srv	FTE	2,775	135	$549.39	$66.82
	PA-26105	Discern Expert	FTE	2,775	135	$941.82	$114.55
	PA-26140	Discern Explorer	FTE	2,775	135	$549.39	$66.82
Power Chart	PS-20570	Clinical Data Repository	FTE	2,775	135	$11,385.12	$147.06
	PS-22090	Cerner Knowledge Index	FTE	2,775	135	$1,357.00	$17.53
	PS-26105	Discern Expert	FTE	2,775	135	$2,518.94	$32.54
	PS-26140	Discern Explorer	FTE	2,775	135	$1,357.07	$17.53
Power Chart Office	PV-20229	Clinical Office	FTE	2,775	135	$70,500.00	$910.63
	PV-20235	Ambulatory Business Office	FTE	2,775	135	$10,000.00	$129.17
	PV-20240	Ambulatory Support Office	FTE	2,775	135	$35,500.00	$458.54
	PV-26105	Discern	FTE	2,775	135	$8,230.00	$106.30

EXHIBIT B
CER02ADMK120

Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
		Expert					
I	PV-26140	Discern Explorer	FTE	2,775	135	$2,940.00	$37.98
ProFit	PF-20450	Billing & A.R.	FTE	2,775	135	$7,690.09	$99.33
	PF-26105	Discern Expert	FTE	2,775	135	$641.84	$8.29
	PF-26140	Discern Explorer	FTE	2,775	135	$320.92	$4.15
	PF-99999	Contract Exception	FTE	2,775	135	$320.92	$4.15
CareAware Multimedia	MM-22260	CareAware Multimedia - Digital Objects	Gigabytes	500	50	$6,003	$85

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Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
-	PV-26140	Discern Explorer	FTE	2,775	135	$2,940.00	$37.98
ProFit	PF-20450	Billing & A.R.	FTE	2,775	135	$7,690.09	$99.33
	PF-26105	Discern Expert	FTE	2,775	135	$641.84	$8.29
	PF-26140	Discern Explorer	FTE	2,775	135	$320.92	$4.15
	PF-99999	Contract Exception	FTE	2,775	135	$320.92	$4.15
CareAware Multimedia	MM-22260	CareAware Multimedia - Digital Objects	Gigabytes	500	50	$6,003	$85

EXHIBIT B
CER02ADMK120

Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
CareAware Multimedia	MM-22260	CareAware Multimedia-Digital Objects	Gigabytes	500	50	$6,003	$85
Foreign System Interfaces-FSI	IF-29020	Orders Incoming with Statuses	FTEs	2775			
Health Info Mgmt	MR-20400	Cerner Health Information Management	FTEs	850	85	$14,686	$208
Patient Portal	PY-28010	Connect to Cerner Health: Send to Cerner Health Mpage	Prod Domain	1	1	$0	$0
Disaster Recovery	CTP-DRTOOLKIT	DR Millennium Toolkit	Domain	1	1	$101,500	$1,692
P2Sentinel	CTP-P2S-ENT-3	P2Sentinel Enterprise 12 Cores	Core	12	2	$10,417	$156
Power Insight	PI-20611	Power Insight Explorer	Prod Domain	1	1	$193,193	$2,505
Mpages	PS-22700	Mpages Development Toolkit	Outpatient Visits	188,000	18,800	$14,880	$248
High Availability	CTP-HASCR	HA Scripts for Cerner	CPU's	33	4	$6,000	$200

Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
Solutions		Millennium					
Cerner Workflow Authentication		Cerner Workflow Authentication	Users	90	9		$117

D. The Licensed Software shall be used solely for the purposes of processing Data resulting from or related to procedures performed at Permitted Facilities.

E. CONTRACTOR agrees that COUNTY has the right to expand, delete, or substitute Permitted Facilities set forth in Paragraph B. above (upon written notification to CONTRACTOR and subsequent amendment of this Exhibit) provided the metric identified does not exceed the "Scope of Use Limit" set forth above. These rights to expand, delete, or substitute Permitted Facilities do not apply with respect to any interface software fees or services, and do not include any installation, custom programming, Implementation or Support services from CONTRACTOR.

F. In the event the Scope of Use limits are exceeded, CONTRACTOR and COUNTY also agree that COUNTY may purchase licenses to extend the use of the Licensed Software for the expansion fees and the additional monthly support fees indicated above or as agreed upon by both parties.

G. COUNTY's Scope of Use Limits shall be measured annually by COUNTY by the end of the third quarter of each contract period, and such measurement shall be reported to CONTRACTOR.

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1. COUNTY's Scope of Use limits for FTEs shall be based on COUNTY's peak FTE count during the then current term. In the event COUNTY exceeds its Scope of Use limit(s), COUNTY shall also report the dates on which COUNTY first exceeded the applicable Scope of Use limit(s).

2. CONTRACTOR may conduct (at its cost), and COUNTY will provide all reasonable information and access necessary for, any audit or investigation into COUNTY's Scope of Use upon thirty (30) days prior written notice to COUNTY, provided that any such request for audit shall not be made any more frequently than once every twelve (12) months unless any audit reveals noncompliance by COUNTY in which case CONTRACTOR may audit COUNTY more frequently, at CONTRACTOR's reasonable discretion, until COUNTY is no longer noncompliant.

H. COUNTY agrees that if an event occurs that will affect COUNTY's Scope of Use, COUNTY will notify CONTRACTOR of such an event so that COUNTY's Scope of Use can be reviewed. CONTRACTOR understands that COUNTY's FTE count may increase as a result of COUNTY's receipt of certain grant funding. CONTRACTOR agrees not to include personnel hired by COUNTY in the FTE count, provided that such personnel (a) are being paid for by COUNTY solely from the

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

applicable grant funds, (b) are performing work solely as it relates to the applicable grant, and (c) are Limited Term Employees or consultants.

I.   Provided that COUNTY stays within its Scope of Use limits, any additional fees due under this Paragraph shall be mutually agreed upon by the Parties and said amount shall be added to the base line amount for Licensed Software Support in the subsequent fiscal year agreement as stated in Subparagraph VIII.D.2. of Exhibit A to the Agreement.

J.   Single Software and Hardware Environment: - COUNTY may expand its Scope of Use (for Licensed Software identified in this Exhibit B) by paying the applicable additional license and support fees set forth in Paragraph C above, so long as any third party facility, new facility or new volumes are processed and operated out of COUNTY's single software application environment and single data center environment identified as the Designated Facility above. COUNTY may avail itself of the distributed client server capabilities built into the HNA Millennium architecture and distribute the servers from a single data center to multiple data center(s) assuming COUNTY notifies CONTRACTOR of its intentions and supporting reasons in advance and protects CONTRACTOR's proprietary rights in the same manner as provided in the Agreement. However, if the third party facility, new facility or volumes are not processed from the same physical application or hardware environment, it will be considered a new installation and a new client to CONTRACTOR. The fees associated for such new client will be based on CONTRACTOR's then-current pricing methodology.   New functionality, product installation and project management fees will be purchased under a new agreement.

K.   COUNTY agrees to provide a minimum of one, and not more than two, points of contact per product and a minimum of one, and not more than two, points of contact in COUNTY's data centers for Support requests to CONTRACTOR, which contact persons may be changed upon notice to CONTRACTOR. In the event the contact person is unavailable during an emergency, CONTRACTOR will honor Support requests from another authorized representative of COUNTY.

L.   Disaster Recovery Scope of Use Expansion

1.   In the event COUNTY needs to expand the capacity Scope of Use of the Disaster Recovery system, the Agreement will be amended to reflect the new Scope of Use and any associated costs.

2.   Growth in System Requirements

a.   COUNTY may expand its Capacity Scope of Use Limit (for Disaster Recovery Services in this Agreement) by paying the applicable additional Disaster Recovery Service fees as set forth below:

Metric Description	Extending Scope of Use Limit by	One-Time DR Services Fees	Additional Monthly DR Services Fees

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

Processor (Processor Type as defined in Capacity Scope of Use Section above)	(1) Processor	$1,200	$600
Disk Space	(100) Gigabytes	$480	$240
Concurrent Logons	(100) Concurrent Logons	$600	$400
Chart Server (Single CPU)	(1) Server	$300	$150
Telco Mbps per Circuit Expansion or additional new circuits will be priced on case by case basis	TBD	$TBD	$TBD

b.   In addition, if Scope Expansion pricing is applicable, the Disaster Declaration Fee and Weekly Hot Site production fees will be increased by the same proportion (%) increase as the percent (%) increase in the Hot Site Standby Monthly Fee.

3.   Solutions: The solutions CONTRACTOR plans to recover in the event of a disaster are noted in the section entitled "In-Scope Solutions" below. CONTRACTOR's ability to recover these solutions is based upon the information and metrics provided in sizing the Disaster Recovery system. Should changes occur to the production system without also notifying CONTRACTOR as noted above for Scope of Use Expansion, CONTRACTOR's ability to recover the COUNTY's production system will be limited.

       a.   Included Solutions:

           1)   Access Management

           2)   CapStone (Access Management)

           3)   CareNet (Clinical Documentation)

           4)   CONTRACTOR Ambulatory

           5)   Open Engine

           6)   Open Port Interfaces

           7)   PathNet

           8)   Patient Accounting

           9)   PowerChart

           10) Charting XR

           11) HIM

           12) MPages

       b.   Excluded Solutions:

           1)   Database Migrations

2) High Availability Solutions

3) Knowledge Solutions

4) Learning Services

5) Olympus Alerting

6) Recovery Manager

7) WTS Location Toolkit

8) CAMM

9) P2 – P2 SaaS is included separately

10) CPDI

11) Dragon

12) ePrescribe

13) Enterprise Appliance servers

14) PI Explorer

15) Health Sentry

16) Patient Portal

17) CONTRACTOR Hub

M. Scope of Use Expansion Services as described in this Exhibit B are deemed as optional services by COUNTY. If COUNTY elects to obtain such optional services, COUNTY and CONTRACTOR shall mutually agree in writing via an amendment or a letter of agreement and/or concurrence to this Agreement, the services to be provided and the applicable cost for those services, up to the applicable aggregate dollar amount(s) shown in the applicable table above.

N. Application Management Services Scope of Use Limits

1. The Application Management Services ("AMS") fees set forth in the "Solutions and Services" section of this Ordering Document are based on the following scope of use limits:

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8 OF 10   EXHIBIT B
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 179 of 373

Scope of Use Metric	Scope of Use Limit
Licensed Software to be managed ("**Managed Software**")	CareNet/Documentation Content 360/Document Imaging (CPDI) Core (Charge Services, Clinical Reporting/XR, FSI, Print Services/RRD) Health Information Management System (ProFile) HealtheLife MPages P2 Sentinel PathNet Gen Lab/Specimen Management PathNet Microbiology PathNet Outreach Services Patient Accounting PowerChart/PowerChart Ambulatory PowerOrders Registration Management Scheduling Management
Production Domains	One (1) production domain commencing upon First Productive Use of the Managed Software and continuing through the Term.
Non-Production Domains	One (1) certification domain commencing upon First Productive Use of the Managed Software and continuing through the Term.
Facilities	Permitted Facilities under County of Orange Health Care Agency as referenced within this Agreement,
Number of Providers	Up to One Hundred (100) Providers
Configuration Change Backlog	CONTRACTOR will accept backlog configuration requests that are appropriately vetted, prioritized, and authorized by COUNTY leadership. The configuration changes are to be submitted as COUNTY resources are able to fully engage with design and validation changes each week. These configuration changes will be identified during the transition period and will be prioritized and completed within an agreed upon timeframe by COUNTY and the CONTRACTOR AMS engagement leader after the transition period has been completed. Configuration changes may include adding orders, CCL modifications, event sets, and building new PowerForms; as examples. *Note:* These backlog configuration changes will not be subject to Service Level Agreements (SLAs).
Content Updates (i.e., Multum, ICD-10, CPT-4)	As required
New Custom Reports	Fifteen (15) new CCL reports or rules per year
New Discern Rules	Thirty (30) new *Discern* rules per year

	Note. The content listed above is not exhaustive, but does cover the primary content packages. To avoid any doubt, AMS will keep all licensed content current for the Term stated in this Agreement. County must purchase licenses to all content set forth in the table above. Implementation of such content is not included as part of AMS. For example, ICD-10 initial implementation is County's responsibility, but CONTRACTOR will complete updates after initial implementation.

Scope of Use Limit Exclusions	1) Items not included in this Service:
	  a) Technical infrastructure required to run the Managed Software
	  b) Third-party software
	  c) Professional services for the design and/or build of additional Licensed Software not included in the Agreement
	  d) Professional services for the implementation or a comprehensive redesign of the Managed Software
	  e) Modifications to source code or addition of custom tables
	  f) Development of and/or delivery of end-user training for any Managed Software
	  g) Development of interfaces
	  h) Development of *Discern* Advisors, *MPages*, and National Hospital Inpatient Quality Measures (NHIQM)
	  i) Application Monitoring Services (as set forth in "Application Monitoring") do not apply to non-production domains
	  j) Facility or clinic professional services roll-outs
	  k) Clinical and support departmental workflow tasks that include or impact patient activity data (i.e., patient combines, placing orders, and documenting results)
	  l) Upgrade projects for the implementation of a new Release Upgrade or Service Package Upgrade

2. Scope of Use Expansion

a. In the event County requests additional AMS support for additional solutions, additional fees will apply and will be determined on a case-by-case basis. Any such additional services or fees shall be set forth in an Amendment to the Agreement. If County has any Managed Software not listed in the above Scope of Use Limits section, and this Managed Software is one that is typically supported by AMS, then this Managed Software must be added to AMS support at the Additional AMS Monthly Fees listed below.

b. Growth. In the event a scope of use limit set forth above is exceeded, County agrees to pay the following additional AMS fees for the applicable scope of use limit that has been exceeded:

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10 OF 10   EXHIBIT B
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION
HCA ASR 17-001057   Page 181 of 373

Scope of Use Metric	Extending Scope of Use Limit by	Additional AMS Monthly Fees
Managed Software	Five (5) Additional New Custom Reports or Rules per Year	$3,333
Managed Software	Five (5) Additional New Discern Rules per Year	$333
Managed Software	One (1) Additional New Supported Licensed Software Solution	$2,200
Providers	Additional Fifty (50) Providers	$2,500

c.   COUNTY's scope of use will be measured periodically by CONTRACTOR's system tools. COUNTY agrees that if an event occurs that will materially affect COUNTY's scope of use (such as acquisition of a hospital or other facility); COUNTY will promptly notify CONTRACTOR in writing of such event (no later than 6 months prior to the effective date of such event) so that COUNTY's scope of use can be reviewed. Any additional fees due under the "Scope of Use Expansion" section shall be payable within 30 days following COUNTY's receipt of an invoice for such fees. Counties org creation process is not considered a material change and does not affect SOU if provider and FTE's counts do not increase.

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EXHIBIT C

TO AGREEMENT FOR PROVISION OF

MAINTENANCE AND SUPPORT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CERNER CORPORATION

JULY 1, 2017 THROUGH JUNE 30, 2020

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I. CERNER.COM RESTRICTED ACCESS AGREEMENT

A. Client agrees to protect and to keep in the strictest confidence all information and materials to which Client is granted access through Cerner.com "Client-only" access (the "Confidential Information"), except for information which is clearly sales, marketing, or other information available without restriction to the general public. Client will use the Confidential Information only for the purpose of supporting or otherwise facilitating its permitted use of the Licensed Software and System(s) identified in the Cerner Business Agreement, and for no other purpose whatsoever.

1. Client will designate and identify to Cerner those employees, agents, or other such representatives of Client, which Client desires to have access to the Confidential Information. Client agrees to limit access to Confidential Information to such individuals as have a need to know or have need to access the information in order to increase their understanding or efficient use of Cerner products and services identified in the Cerner Business Agreement. All such persons will be under a confidentiality agreement with Client that is sufficient to protect the proprietary and confidentiality interests of Cerner, its vendors and its clients. No copies of the Confidential Information will be made, except as necessary to facilitate Client's use of the Confidential Information as described above.

2. Client agrees to have in place, or implement if needed, appropriate policies, procedures, education, controls and internal audits necessary to assure Client's compliance with this agreement. Client understands that all persons who are granted access to the Confidential Information will be advised by Cerner of their obligation of confidentiality with respect to the Confidential Information. Nonetheless, Client agrees that it will be responsible for any breach of this Confidentiality Agreement by any person who is given access to the Confidential Information to facilitate Client's use of the Licensed Software or System(s). Client further understands and agrees that its responsibility will not be reduced or affected in any way by the advisement given to each person accessing such Confidential Information. Cerner reserves the right to terminate Client's and/or any of its personnel's access to Cerner.com at any time for any reason.

3. Client agrees to notify Cerner and Client's primary information services executive immediately upon learning of any loss of control, improper disclosure, or other misuse of any Confidential Information or other materials made available through Cerner.com, or of any password,

logon procedure, or other method limiting access to Cerner.com. Further, Client agrees to take whatever steps are reasonably required to halt and otherwise remedy, if possible, any such breach of security, and to take all appropriate steps to regain control of the Confidential Information or such other information improperly disclosed or misused, and to prevent, as necessary, further disclosures or misuses.

4. Client will not be liable to Cerner for disclosure of Confidential Information if: (a) the Confidential Information is or becomes public without the fault of Client, or (b) the Confidential Information was in Client's possession or was known by Client prior to Client's receipt of the Confidential Information from Cerner, or (c) the Confidential Information is or becomes available to Client from a source already in legitimate possession of said Confidential Information, said source being other than Cerner, or (d) the Confidential Information is developed independently by Client, or (e) the Confidential Information is disclosed for unrestricted release with the written approval of Cerner to whom it relates, or (f) Client is obligated to disclose the Confidential Information by order or regulation of any court or other governmental entity.

5. All personal passwords, logon procedures, or other methods having the effect to limit access that Cerner discloses to Client are designed to be of limited scope and are highly confidential in nature. Client agrees to exercise all necessary control over such information so as to avoid the possibility of its disclosure or other misuse. Further, Client agrees that no such information will be shared with any other individual or organization unless Client is otherwise authorized to do so, in writing, by Cerner.

6. Information accessed through Cerner.com will not be further transmitted, reproduced, or otherwise copied, in whole or in part, through or under any medium, for the benefit or use of any person, not otherwise permitted to receive or use such information, without first obtaining Cerner's written consent.

7. Client may, however, disclose the information to any person within Client's organization if necessary to facilitate Client's use of Licensed Software (or other Cerner products and services provided under agreement) to which the information relates so long as the party disclosing the information notifies the receiving party of the confidentiality of the information and of their obligation to comply with these confidentiality terms.

8. Due to the nature of Cerner's business and the value of Cerner's proprietary information, Client agrees that a breach of any of the provisions hereof may inflict serious harm on Cerner, and that termination of Client's license, if reasonable under the circumstances, and money damages may be inadequate relief. Accordingly, Cerner will be entitled to injunctive relief to prevent or prohibit any threatened or continuing breach of any of the terms and provisions hereof and, in addition thereto, will be entitled to any and all other remedies available at law or in equity.

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X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION

EXHIBIT C
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HCA ASR 17-001057   Page 184 of 373

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EXHIBIT D

TO AGREEMENT FOR PROVISION OF

MAINTENANCE AND SUPPORT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CERNER CORPORATION

JULY 1, 2017 THROUGH JUNE 30, 2020

. **HIGH TECHNOLOGY ESCROW AGREEMENT**

This Software Escrow Agreement ("Escrow Agreement") is entered into to be effective as of the 1st day of January 2011, by and among Cerner Corporation, a Delaware corporation, the owner of certain software ("Cerner"), and U.S. Bank National Association, a national banking association ("Escrow Agent").

RECITALS:

A. Cerner and certain licensees of the aforementioned software (each a "Licensee") have entered into and may enter into in the future a software license agreement (the "License Agreement") whereby Cerner granted or may grant to such Licensee a limited license to use Cerner's computer programs identified therein (the "Software").

B. The uninterrupted availability of the Software is critical to each Licensee in the conduct of its business.

C. As a consequence of the foregoing, Cerner has agreed to enter into this Escrow Agreement to provide for the availability of the Software's source code, as well as any corrections, changes, modifications and enhancements to such source code, in accordance with the terms and conditions hereinafter set forth.

AGREEMENT:

Based upon the recitals set forth above and in consideration of the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 – DEPOSITS

1.1 Obligation to Make Deposit(s). Within 10 days of execution of this Escrow Agreement, Cerner shall deliver to Escrow Agent the source code for the Software in its current (and, at Cerner's option, certain prior) versions, including relevant documentation (the "Escrow Material"). Cerner shall update the Escrow Material within 60 days of each release of a new version of the Software in accordance with

the terms of this Escrow Agreement. All references in this Escrow Agreement to the Escrow Material shall include the initial Escrow Material and any updates.

1.2 <u>Identification of Tangible Media</u>. Prior to the delivery of the Escrow Material to Escrow Agent, Cerner shall conspicuously label for identification each document, magnetic tape, CD, disk, or other tangible media upon which the Escrow Material are written or stored. Additionally, Cerner shall deliver to Escrow Agent with the Escrow Material a list identifying each such tangible media by the item label description, the type of media and the quantity, which shall be substantially in the format set forth in Exhibit B (the "Escrow List"). The Escrow List must be signed by Cerner and delivered to Escrow Agent with the Escrow Material.

1.3 <u>Deposit Inspection</u>. When Escrow Agent receives the Escrow Material and the Escrow List, Escrow Agent will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Escrow Material to the item descriptions and quantity Listed on the Escrow List. Escrow Agent shall have no duty or obligation to inspect or inquire into the contents or substance of the Escrow Material, and Escrow Agent's obligation shall be strictly limited to matching the aforementioned labeling
to the Escrow List.

1.4 <u>Acceptance of Deposit</u>. At the completion of the deposit inspection, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on the Escrow List, then Escrow Agent will date and sign the Escrow List and deliver a copy thereof to Cerner, which shall occur no later than ten (l0) business days after Escrow Agent's receipt of the Escrow Material. If Escrow Agent determines that the labeling does not match the item descriptions or quantity on the Escrow List, Escrow Agent will: (a) note the discrepancies in writing on the Escrow List; (b) date and sign the Escrow List with the exceptions noted; and (c) provide a copy of the Escrow List to Cerner. Escrow Agent's acceptance of the deposit occurs upon the signing of the Escrow List by Escrow Agent. Cerner may, at its discretion, provide a copy of the signed Escrow List to a Licensee as an indication that the Escrow Material have been received and accepted by Escrow Agent. Upon Escrow Agent's acceptance of any updated Escrow Material, the Escrow Agent shall return to Cerner, within ten (10) business days after the issuance of the written notice of acceptance to Cerner, all previous versions of the Escrow Material.

1.5 <u>Cerner's Representations</u>. Cerner represents to Escrow Agent that:

    a. Cerner lawfully possesses all of the Escrow Material deposited with Escrow Agent;

    b. With respect to all of the Escrow Material, Cerner has the right and authority to grant to Escrow Agent the rights as provided in this Escrow Agreement;

    c. The Escrow Material are not subject to any lien or other encumbrance;

    d. The Escrow Material consists of Software identified in the License Agreements; and

    e. The Escrow Material are readable and useable in their current form or, if the Escrow Material are encrypted, the decryption *tools* and decryption keys have also been deposited, which

2 OF 8   EXHIBIT D
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deposit may be separate from the Escrow Material deposit; provided, however, that Escrow Agent shall have no duty to enforce such representations for the benefit of any third party, including without limitation a Licensee.

ARTICLE 2 – CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. Escrow Agent shall maintain the Escrow Material in a secure, locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Escrow Material. Except as provided in this Escrow Agreement, Escrow Agent shall not disclose, transfer, make available, or use the Escrow Material. If Escrow Agent receives a subpoena or other order of a court or other judicial tribunal pertaining to the disclosure or release of the Escrow Material, Escrow Agent will promptly notify Cerner.

It shall be the responsibility of Cerner to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will not be required to disobey any court or other judicial tribunal order.

2.2 Audit Rights. During the term of this Escrow Agreement, Cerner shall have the right to inspect the written records of Escrow Agent pertaining to this Escrow Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice, and shall be conducted at the Cerner's sole expense.

ARTICLE 3 – RELEASE OF DEPOSIT

3.1 Right to Make Copies. Escrow Agent shall have the right to make copies of the Escrow Material as reasonably necessary to perform with respect to rights and duties under this Escrow Agreement. Escrow Agent will copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Escrow Material onto any copies made by Escrow Agent.

3.2 Right to Transfer Upon Release. Cerner hereby grants to Escrow Agent the right to transfer a copy of the Escrow Material to a Licensee upon the occurrence of a Release Condition as defined in Section 3.3 below. Except upon such a release or as otherwise provided in this Escrow Agreement, Escrow Agent shall not otherwise transfer the Escrow Material.

3.3 Release Conditions. As used in this Escrow Agreement, "Release Conditions" shall mean the following:

  a. Cessation of business by Cerner without a successor; or

  b. Cerner's cessation of the Support supplied for the Software pursuant to the License Agreement without making a provision for continued support by a qualified third party on substantially the same terms, conditions and pricing; or

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c. in the case of Cerner and Licensee having entered into a Licensee Agreement specifically providing other circumstances under which such Licensee may be entitled to a copy of the Escrow Material.

3.4 <u>Filing For Release</u>. If a Release Condition has occurred, then Cerner shall provide written notice of the occurrence of the Release Condition and a request for the release of a copy of the Escrow Material to Licensee(s).

3.5 <u>Licensee Request</u>. In the event a Licensee requests release of the Escrow Material, Licensee shall notify Escrow Agent and Cerner of a Release Condition in accordance with the notice provisions of this Escrow Agreement. Cerner will promptly work with Escrow Agent to approve the release in accordance with the Release Conditions or to address the request directly with the Licensee.

ARTICLE 4 -·OWNERSHIP AND USE OF ESCROW MATERIAL

4.1 <u>Ownership/Confidentiality of Escrow Material</u>. In all events, Cerner or its successors or assigns, shall remain the owner of the Escrow Material. Licensee's right to and interest in the Escrow Material shall be as a licensee only.

4.2 <u>Right to Use Following Release</u>. Upon release of the Escrow Material in accordance with Article 3, Licensee shall have the right to use the Escrow Material for the sole purpose of continuing the benefits afforded to Licensee by the License Agreement. Licensee shall be obligated to maintain the confidentiality of the released Escrow Material as provided in the License Agreement. Without limiting any other terms of this Escrow Agreement, Escrow Agent shall have no duties or obligations with respect to enforcing this Section 4.2 or any terms of a License Agreement.

ARTICLE 5 – COMPENSATION OF ESCROW AGENT

5.1 <u>Escrow Agent Fee</u>. Cerner shall make payment to Escrow Agent for escrow service in accordance with Escrow Agent's fee schedule as outlined on Exhibit A attached hereto, and shall be invoiced upon execution of this Escrow Agreement.

5.2 <u>Non-payment</u>. In the event of non-payment of Escrow fee, Escrow Agent shall give Cerner sixty (60) day notice thereof. If the sixty (60) day notice period elapses without Escrow Agent having received payment from Cerner, Escrow Agent shall then have the option, upon delivery of written notice to Cerner, to terminate this Escrow Agreement and to return to Cerner all Escrow Material.

ARTICLE 6 – TERM

6.l <u>Term and Termination</u>. The initial term of this Escrow Agreement shall commence as of the effective date set forth on the first page hereof and continue for a period of ten years (the "Initial Term").

a. Thereafter, this Escrow Agreement shall automatically renew from year-to-year (each a "Renewal Term") unless either party provides not less than 180 day notice to the other of its intention to

terminate the Escrow Agreement at the end of the then current term. This Escrow Agreement may be terminated prior to the expiration of the Initial Term or any Renewal Term in any of the following ways: (a) Cerner instructs Escrow Agent in writing that the Escrow Agreement is terminated; (b) the Escrow Agreement is terminated by Escrow Agent for nonpayment in accordance with Section 5.2. of this Exhibit D to the Agreement.

6.2 <u>Disposition of Escrow Materials on Termination</u>. Escrow Agent shall return the Escrow Materials to Cerner upon the termination of this Escrow Agreement.

6.3 <u>Survival of Terms Following Termination</u>. Upon termination of this Escrow Agreement, the following provisions of this Escrow Agreement shall survive: Section 1.5 - Cerner's Representations, Section 2.1 - Confidentiality Obligations of Escrow Agent, Article 4 - Ownership and Use of the Escrow Material, any payment obligations to Escrow Agent, this Section 6.3, Section 7.2 - Indemnification of Escrow Agent, Section 7.4- Liability of Cerner, and Article 8 - General Provisions.

ARTICLE 7 – LIABILITY AND INDEMNIFICATION OF ESCROW AGENT

7.1 <u>Right to Rely on Instructions</u>. Escrow Agent may act in reliance upon any instruction, instrument, or signature from Cerner reasonably believed by Escrow Agent to be genuine. Neither party shall be responsible for failure to act as a result of causes beyond the reasonable control of such party.

7.2 <u>Indemnification</u>. Cerner shall defend, indemnify and hold harmless Escrow Agent from any and all liability, damages, costs, or expenses including reasonable attorneys' fees, which may be sustained or incurred by the Escrow Agent as a result of taking action under this Escrow Agreement, except in the case of the negligence or willful misconduct of Escrow Agent. The obligations of Cerner under this section shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent. Escrow Agent shall promptly notify Cerner in writing of any such action or allegation and Cerner shall have had sole control of the defense of any such action and all negotiations for its settlement or compromise.

7.3 <u>Liability of Escrow Agent</u>. Escrow Agent shall not, by reason of its execution of this Escrow Agreement, assume any responsibility or liability for any transactions between Cerner and Licensee. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement, including without limitation any other agreement between the Cerner and a Licensee or any other persons even though reference thereto may be made herein. The Escrow Agent shall not be liable directly to any third party, including without limitation any Licensee. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent of the Escrow Agent's negligence or willful misconduct. Escrow Agent's sole responsibility shall be for the safekeeping of the Escrow Material in accordance with the terms of this Escrow Agreement. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction,

request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Materials, this Escrow Agreement or any License Agreement, or to appear in, prosecute or defend any such legal action or proceeding.

The Escrow Agent is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the Escrow Material, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Material is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

7.4 Liability of Cerner. IN NO CASE SHALL CERNER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY.

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ARTICLE 8 – GENERAL PROVISIONS

8.1 <u>Notices</u>. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be delivered by hand, overnight delivery service, electronic mail or facsimile transmitter (with confirmed receipt) to the following physical address, electronic address or facsimile number set forth in this section, or to such other address as each party may designate for itself by like notice, and shall be deemed to have been given on the date received:

<u>Cerner Corporation</u>:

Cerner Corporation

2800 Rockcreek Parkway

North Kansas City, MO 64117

Attn: General Counsel

Phone: 816-221-1024

Fax: 816-474-1742

<u>Escrow Agent</u>:

U.S. Bank National Association

EP-MN-WS3C

60 Livingston Avenue

St. Paul, MN 55107

Attn: Georgette Kleinbaum

Phone: 651 495-3922

Fax: 651 495-8096

E-mail: georgette.kleinbaum @usbank.com

In the event that any party should change its address for notice purposes, it shall provide the other parties with written notice of such new address in accordance with the pursuant to the terms of this Section 8.1, but any such change shall not be effective until actually received.

8.2 <u>Assignment/Binding Nature</u>. Except as set forth below, neither party shall have the right to assign its rights and obligations under this Escrow Agreement. Cerner may, however, assign and delegate in conjunction with a reorganization or merger, or in conjunction with the sale of substantially all its assets to which this Agreement pertains. This Escrow Agreement shall be binding upon the parties' successors and assigns. Any assignment of this Agreement, by Escrow Agent or Cerner, must be made in its entirety, including all rights and obligations.

8.3 <u>Entire Agreement</u>. This Escrow Agreement contains the entire contract between the parties as to the subject matter hereof and supersedes any prior or ·contemporaneous written or oral agreements between the parties with respect to the subject matter hereof.

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8.4 <u>Modifications and Waivers</u>. No purported amendment, modification or waiver of any provision of this Escrow Agreement shall be binding unless set forth in a written document signed by all parties (in the case of amendments and modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term or provision of this Escrow Agreement or of the same circumstance or event upon any recurrence thereof.

8.5 <u>Controlling Law</u>. This Escrow Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, without application of its conflict of law provisions.

8.6 <u>Patriot Act</u>. The Parties acknowledge that to help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, and that for a non-individual person such as a business entity, a charity, a Trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Parties further acknowledge that the Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents or other relevant documentation from individuals claiming authority to represent the entity.

The parties have executed this Escrow Agreement, in the manner appropriate to each, to be effective as of the date on the first page hereof.

OWNER:

CERNER CORPORATION

_____/s/_____

Signature: Marc E. Elkins
Title: Asst. Secretary
Date: 12-30-10

U.S. **BANK NATIONAL ASSOCIATION,**
as Escrow Agent

_____/s/_____

Signature: Georgette Kleinbaum
Title: Assistant Vice President
Date: 12-30-10

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CERNER CORPORATION

EXHIBIT E

TO AGREEMENT FOR PROVISION OF

MAINTENANCE AND SUPPORT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CERNER CORPORATION

JULY 1, 2017 THROUGH JUNE 30, 2020

I. PASS-THROUGH PROVISIONS

A. The following provisions apply with respect to the software and content ("CPT") provided to the Client by the American Medical Association ("AMA"):

1. Client acknowledges that an updated version of CPT in the System is dependent upon continuing contractual relations with the AMA;

2. This license is non-transferable, nonexclusive, and for the sole purpose of internal use by Client in the territory in English. The territory is defined as: the United States and its territories and Argentina, Australia, Belgium, Canada, Chile, Colombia, Israel, Italy, Jamaica, Japan, Mexico, New Zealand, Norway, Panama, Portugal, South Africa, Spain, Sweden, Turkey, United Kingdom, Venezuela, and the Cayman Islands;

3. Client acknowledges that a license fee or other consideration has been given to create a binding contract;

4. Client is prohibited from using CPT or information contained therein in any public electronic bulletin board or public computer-based information system (including the Internet and World Wide Web unless subject to the provisions of the Cerner Business Agreement);

5. Client is prohibited from publishing, distributing via the internet or other public computer based information system, translating, or transferring possession of the CPT contained in the System or a copy or portion of it;

6. Client is prohibited from creating derivative works (including translation) based on CPT, selling, leasing, licensing the CPT or otherwise making the System or any portion thereof available to any unauthorized party;

7. Client is prohibited from making copies of the CPT in the System except for the purposes of back up or archival purposes. CPT is copyrighted by the AMA and all notices of proprietary rights, including trademark and copyright in CPT must appear on all permitted back up or archival copies made by the Client;

8. Client shall ensure that anyone who is authorized access to the CPT contained in the System complies with the provisions of this agreement;

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~~9.   The CPT licensed from the AMA and contained in THE System is provided "as is," and in no case shall AMA be liable for any special or consequential damages, lost profits for sequence, accuracy or completeness of data, failure to meet Client's requirements, or other legal theory. Client's sole remedy with regard to the System is against Cerner and is set forth in the Cerner business agreement between Cerner and Client. Cerner agrees to correct defects in the System as set forth in the Cerner business agreement. AMA further disclaims all liability for any consequences due to use, misuse or interpretation of information contained in or not contained in CPT;~~

~~10. Client's license is subject to termination in the event of default;~~

~~11. In the event that a provision is determined to violate any law or is unenforceable, the remainder of this agreement shall remain in full force;~~

~~12. Client is subject to the following U.S. Government rights: U.S. Government Rights. This product includes CPT which is commercial technical data and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or commercial computer software and/or commercial computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 252.227-7202-1(a) (June 1995) and DFARS 252.227-7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.~~

~~13. CPT is copyrighted to the AMA and CPT is a registered trademark of the AMA.~~

~~B.~~ Where pass-through provisions are applicable to third party products and services, these provisions are referenced by a pass-through code, and that code can be entered at https://passthroughprovisions.cerner.com/ to view the pass-through provisions. The current version of the pass through provisions is referenced below.

BUSINESS OBJECTS AMERICAS PASS-THROUGH PROVISIONS

GRANT OF RIGHTS: Subject to Licensee's payment as invoiced and compliance with the terms of this Agreement, Business Objects Americas ("BOA") grants Licensee a non-exclusive and non-transferable license to use the Software on BOA supported operating environments for its internal purposes only.

RESTRICTIONS: Licensee may not distribute the Software, including by electronic transfer from one computer to another over a network or otherwise, except as necessary for use of the Authorized Copies by the Authorized Users. Licensee may not decompile, reverse engineer, disassemble, or otherwise

1 reduce the Software to a human perceivable form. Licensee may not modify, adapt, translate, rent, lease,
2 loan, resell, distribute, or create derivative works based upon the Software. Licensee may permit access
3 to the Software only to the Authorized Users, and Licensee may make only Authorized Copies of the
4 Software. Licensee may add additional users and make additional copies only upon payment of an
5 additional license fee. Licensee may not release the results of any benchmark of the Software to any
6 third party without the prior written approval of BOA for each such release. Licensee shall comply with
7 all laws that are applicable to the Software including, without limitation, export laws.

8

9 **LIMITED WARRANTY:** The Software is licensed and otherwise provided "AS IS". If any materials
10 or media in this package are defective, return them within ninety (90) days of the original date of invoice,
11 and BOA will replace them at no charge. THESE WARRANTIES ARE IN LIEU OF ANY OTHER
12 WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED
13 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-
14 FREE OPERATION. This warranty gives you specific legal rights, and you may have other legal rights,
15 which vary from state to state.

16

17 **LIMITATION OF LIABILITY:** IN NO EVENT SHALL BOA OR ITS LICENSORS BE LIABLE TO
18 LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOSS OF REVENUE,
19 LOSS OF DATA OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES
20 ARISING OUT OF LICENSEE'S USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF
21 ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOA OR ITS LICENSORS' LIABILITY
22 TO LICENSEE FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE
23 FORM OF THE ACTION, SHALL BE LIMITED TO LICENSEE'S ACTUAL DAMAGES, BUT IN
24 NO EVENT SHALL SUCH DAMAGES EXCEED THE AMOUNT PAID BY LICENSEE FOR THE
25 SOFTWARE. Some jurisdictions do not allow excluding or limiting implied warranties or limiting
26 liability for incidental or consequential damages, and some jurisdictions have special statutory consumer
27 protection provisions, which may supersede these limitations. As a result, this limitation of liability may
28 not apply to Licensee if prohibited by law.

29

30 **GENERAL:** This Agreement shall be governed by the laws of California, excluding choice of law
31 principles. The United Nations Convention on Contracts for the Sale of Goods shall not apply to this
32 Agreement. Any modification to the Agreement terms shall be subject to BOA's prior written approval.

33

34 **GOVERNMENT USE:** The Software and accompanying documentation are deemed to be "commercial
35 computer software" and "commercial computer software documentation," respectively, pursuant to
36 DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction
37 release, performance, display or disclosure of the Software and accompanying documentation by the U.S.

1 Government shall be governed solely by this Agreement and shall be prohibited except to the extent
2 expressly permitted by the terms of this Agreement.

3

4 **QUESTIONS:** If Licensee has any questions concerning the terms or conditions of this
5 Agreement, contact: Business Objects Americas, 2870 Zanker Road, San Jose, California 95134 or call
6 (408) 953-6000. Business Objects logo is a trademark of Business Objects SA. Worldwide rights
7 reserved.

8

9   ~~Oracle Corporation Pass~~
10   ~~Through Attachment Public Sector Entities~~
11   ~~Full Use Distribution Agreement~~

12

13   **PASS-THROUGH PROVISIONS**
14   **ORACLE ASFU & PUBLIC SECTOR**

15   A. ~~Sublicense Use Restrictions: For purposes of this pass through attachment,~~ Definitions.
16   1.   *Application Package* shall mean the Cerner Licensed Software.
17   2.   *Program* shall mean the Oracle software ~~and databases. Upon license of Programs from~~
18 ~~Cerner, Client has been granted a sublicense to use the Program. Oracle Corporation ("Oracle") or its~~
19 ~~licensor retains all ownership and intellectual property rights to the Programs.~~products, including
20 program documentation, and updates acquired through technical support.
21   3.   *Program Documentation* shall mean the user manual and Program installation manuals.
22   B.   Client Obligations. Client shall with respect to Oracle ~~(or its licensor's)~~ Corporation products
23 and services, including the Program, acquired from Cerner:
24   ~~1.   limit use of the Programs to the Client's legal entity only;~~
25   ~~2.   restrict use of the Programs to Client's internal business operations, subject to the terms of~~
26 ~~the license agreement, including this pass through attachment, the license definitions and rules set forth~~
27 ~~in the program documentation and the Oracle Partner Ordering Policy;~~
28   ~~3.   not~~   1.   limit the use of the Program to the legal entity that executed this agreement. If
29 Client has been granted a license to use the Program to provide internet hosting services to its
30 customers, such use does not constitute use of the Program by a legal entity other than the legal entity
31 that executed this agreement;
32   2.   restrict use of the Program to the scope of the Application Package, including the license
33 definitions and rules set forth in the Program documentation, and to the Client's internal business
34 operations. Client may allow its agents or contractors to use the Application Package on the applicable
35 Client's behalf for Client's internal business operations subject to the terms herein. For an Application
36 Package that includes Programs that are specifically designed to facilitate interactions between the
37 Client and Client's customers and suppliers, Client may permit its customers and suppliers to use the

Application Package in furtherance of such interactions subject to this agreement. The Client is responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the Application Package and compliance with this agreement. If Client has been granted a license to use the Program to provide internet hosting services to its customers, such use shall be considered Client's internal business operations;

3. not assign, give, or transfer the Program and/or any services ordered or an interest in them to another individual or entity (and if Client grants a security interest in the Programs and/or any services, the secured party has no right to use or transfer the Programs and/or any services);

4. prohibit (i) the use of the Programs for rental, timesharing, subscription service, hosting, or outsourcing; (unless Client has been granted a license to use the Program to provide internet hosting services to its customers); (ii) removethe removal or modifymodification of any Program markings or any notice of Oracle's or its licensors' proprietary rights; (iii) makemaking the Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specified programspecific Program license); and (iv) pass title to the Programs from passing to the Client or any other party;

45. not reverse engineer (unless required by law for interoperability), disassemble or decompile the Programs (the foregoing prohibition includes but isincluding but not limited to review of data structures or similar materialmaterials produced by programs // Programs) and not duplicate the Programs except for a sufficient number of copies of each programProgram for Client's licensed use and one copy of each programProgram media;

5. restrict use of any additional programs that Oracle may include with the Programs ordered for trail, non- production purposes only. Client may not use such additional programs included with an order to provide training or attend training provided by Cerner or a third party on the content and/or functionality of the Programs. Client has thirty (30) days from the delivery date to evaluate the additional programs, subject to the terms of the license agreement. If Client decides to use any additional programs after the thirty day trial period, Client must obtain a license for such programs. If Client decides not to obtain a license for the additional programs after the thirty day trial period, Client will cease using and will delete any such programs from Client's computer systems. Additional programs included with an order are provided "as is" and neither Cerner nor Oracle provides technical support or offers any warranties for these programs;

6 6. at the termination of the sublicense, discontinue use and destroy or return to Cerner all copies of the Program and documentation;

7. prohibit publication of any results of benchmark tests run on the Programs;

78. comply with any and all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Programs nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws;

8. 9. permit Cerner to audit Client's use of the Programs, provide reasonable assistance and access to information in the course of such audit, and permit report of the audit results such use to Oracle or otherwise permit Cerner to assign Cerner's right to audit Client's use of the Programs to Oracle. Client shall provide reasonable assistance and access to information in the course of such audit. Neither Oracle nor Cerner shall not be responsible for any costs incurred during the by Client in cooperating with such audit; and.

C. Ownership. 9. at the termination of the sublicense, discontinue use and destroy or return to Cerner all copies of the Program and documentation.

B. Ancillary Programs, Third Party Technology and Source Code. Ancillary programs shall be those third party materials specified in the program documentation which programs may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered. In addition, third party technology that may be appropriate or necessary for use with some Oracle Programs is specified in the program documentation and such third party technology is licensed to Client under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this license agreement, including this pass through attachment.

1. Some Programs may include source code that Oracle may provide as part of its Oracle or its licensor retains all ownership and intellectual property rights to the Programs.

D. Source Code. Client understands and agrees that some Programs may include source code that Oracle may provide as part of its standard shipment of such Programs, which source code shall be governed by the terms of the license agreement, including this pass through attachment.

E. UCITA. The provisions of the Uniform Computer Information Transactions Act shall not apply to this sublicense.

F. 2. The provisions of the Uniform Computer Information Transactions Act shall not apply to this sublicense.

C. Use by Third Parties. Client may permit its agents or contractors (including, without limitation, outsourcers) to use the Party Technology. Certain third party technology that maybe appropriate or necessary for use with some Programs on Client's behalf for the purposes set forth herein, subject to: such third party technology is licensed only for use with the Application Package under the terms of the applicable third party license agreement, including and not under these terms.

G. Third Party Financing. Client shall comply with Oracle's "Third Party Financing Notice – Financing for End-user Customer's Payment Obligation" dated February 15, 2011 whenever (i) the acquisition of Programs, is financed or leased, or (ii) a funder places the Client order or is otherwise responsible or payment of the order. Oracle's "Third Party Financing Notice – Financing for End-user Customer's Payment Obligation" dated February 15, 2011 is subject to change at Oracle's discretion and can be accessed at http://partner.oracle.com.

H. Liability. To the extent permitted by applicable law, Oracle shall not be liable for (i) any

6 OF 99
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HCA ASR 17-001057
Page 198 of 373

damages, whether direct, indirect, incidental, special, punitive or consequential, or (ii) any loss of profits, revenue, data or data use, arising from Client's use of the Programs.

I.   Third Party Beneficiary. Oracle shall be a third party beneficiary of the provisions of this pass through attachment, provided that Client remains responsible for such agent's, contractor's and outsourcer's compliance with this pass through attachment in such use.

D.   Assignment. Client may not assign, give or transfer the Program and/or any services ordered or an interest in them to another individual or entity (in the event Client grants a security interest in the Programs and/or any services, the secured party has no right to use or transfer the Programs and/or any services). If Client decides to finance its acquisition of the Programs and/or any services, Client must follow Oracle's policies regarding financing which are available at http://oracle.com/contracts.

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E.   J.   Internet Hosting. If Client has been granted a license to use the Program to provide internet hosting services to its customers for Client's customers' business operations and/or to provide services to third parties using the hosted Application Package, Client may not resell or assign its Application Program licenses to its customers or provide access to Client's customers to any Programs. Client agrees to be financially responsible to Oracle and Cerner for all damages or losses resulting from the Client's and its customer's breach of these terms. Client understands that additional fees apply for internet hosting licenses.

K.   Public Sector Entities. If Client is a public sector entity, the following additional terms apply:

1.   Client must restrict use of any additional programs that Oracle may include with the Programs ordered for trial, non-production purposes only. Such programs may not be used to provide or attend training on the content or functionality of the programs. Client shall have 30 days from the delivery date to evaluate any such trial or non-production licenses, subject to the terms of this agreement. If Client desires to use such additional programs after the 30 day trial period, Client must obtain a license for such programs. If Client decides not to obtain a license for the additional programs after the 30 day trial period, Client will cease using and will delete any such programs from Client's computer systems. Additional programs are provided "as is" and neither Oracle nor Cerner provides technical support or offers any warranties for these programs.

2.   Technical Support. Technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided; Oracle's technical support policies can be accessed at http://oracle.com/contracts. http://oracle.com/contracts. Client acknowledges that Oracle's technical support policies are incorporated into this pass through attachmentagreement by reference. ShouldIf Client decidedecides not to purchase technical support at the time of the license, then the Client will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies, if Client decides to purchase support at a later date. Any third

3.   Third party firms retained by Client to provide computer consulting services are independent of Oracle and are not Oracle's agents, and Oracle is not liable for nor bound by any acts of

1 any such third party firm.

2 ~~F.   Future Availability.~~ 4.   Client agrees that ~~Client~~it has not relied on the future availability

3 of any hardware, programs or updates in entering into ~~the license~~this agreement~~; however (a) if Client~~

4 ~~orders technical support from Oracle for the programs, the preceding sentence~~. This statement does not

5 relieve Oracle ~~of~~from its obligation to provide updates under ~~such~~ any technical support order with

6 Oracle, if-and-when available~~,~~ in accordance with Oracle's then current technical support policies, and

7 ~~(b) the preceding sentence~~further it does not change ~~the~~any rights granted to Client for any program

8 licensed under ~~the license~~this agreement~~, per the terms of such agreement.~~.

9   ~~G.   Limitation of Liability and Third Party Beneficiary.   To the extent permitted by applicable law,~~

10 ~~Oracle shall not be liable for (a) any damages, whether direct, indirect, special, incidental, punitive or~~

11 ~~consequential, or (b) any loss of profits, revenue, data or data use, arising from Client's use of the~~

12 ~~Programs. With respect to the Oracle products and services, Oracle shall be a third party beneficiary of~~

13 ~~the provisions of the license agreement, including this pass through attachment.~~

14   5.   The Programs, including documentation, delivered to U.S. Government end users are

15 "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR").

16 As such, use, duplication, disclosure, modification, and adaptation of the Programs, including

17 documentation, shall be subject to the license and license restrictions set forth in this agreement, and, to

18 the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software

19 License (December 2007).

20   6.   A public sector entity is any government, legislature or decision making body, judiciary,

21 instrumentality, department, or agency at any level (national, municipal or otherwise); entities managed,

22 controlled or majority owned by governmental interests; public organizations or foundations of any kind

23 (including political parties, political organizations, or political candidates); and any public international

24 organizations, such as, but not limited to, the International Red Cross, United Nations or the World

25 Bank.

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27 **AWARE, INC.**

28 **END-USER LICENSE AGREEMENT**

29

30   A. **Use.**   For each copy of the Licensed Software you have purchased, you are granted a

31 nontransferable nonexclusive license to install and use one copy of the Licensed Software as integrated

32 with Cerner products as provided by Cerner on a single personal computer or workstation, or on a single

33 server, as applicable. You may also make one copy of the Licensed Software for archival purposes.

34   B. **Restrictions.** Except as expressly authorized by this License Agreement, you may not copy,

35 modify, translate, reverse engineer, decompile or disassemble (except as applicable law expressly

36 prohibits this restriction) the Licensed Software. You may not sell, license, reproduce or redistribute the

37 Licensed Software to others. You may not use the Licensed Software for any purpose other than

internal business use. You may, however, transfer the Licensed Software on a permanent basis provided you transfer the Licensed Software, this License Agreement and all documentation and media and you do not retain any copies.

C. **Intellectual Property Rights.** The Licensed Software and accompanying documentation are protected by both copyright law and international treaties. Aware and its licensors own all intellectual property rights in the Licensed Software and accompanying documentation, and the structure, organization and code contain valuable trade secrets of Aware and it licensors. Aware retains all rights not expressly granted hereunder.

D. **Termination.** This License is effective until terminated. This License will terminate immediately without notice and without judicial action if you fail to comply with any provision of this License. Upon such termination you must destroy the Licensed Software, all accompanying written materials and all copies thereof.

E. **Export Law Assurance.** You agree that neither the Licensed Software nor any direct product thereof is being or will be exported, shipped, transferred or re-exported, directly or indirectly, into any country without complying with the export laws of the United States.

F. **Limitation of Aware's Liability.** IN NO EVENT SHALL AWARE OR ANY OF ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, DAMAGES FOR LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF AWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AWARE'S LIABILITY FOR MONEY DAMAGES EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSED SOFTWARE PRODUCT FROM WHICH THE CLAIM AROSE.

G. **General.** This License will be construed under the laws of the Commonwealth of Massachusetts, except for the body of law dealing with conflicts of law. If any provision of this License shall be held by a court of competent jurisdiction to be contrary to law; that provision will be enforced to the maximum extent permissible and the remaining provisions of this License will remain in full force and effect. If you are a U.S. Government user then the Licensed Software is "Commercial Computer Software" as defined in the "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation" clause at DFARS 252 227-7014 and is provided with only these rights set forth in this agreement. Manufacturer: Aware, Inc., 40 Middlesex Turnpike, Bedford, Massachusetts 01730.

HP PASS THROUGH TERMS

1   HP's obligations with respect to HP Branded Products or services procured by an end-user customer
2   (hereinafter "Customer") from authorized HP Business Partners are limited to the terms and conditions
3   in these HP PASS THROUGH TERMS ("Terms") and the specific Software license or warranty
4   information included with the Products. HP is not responsible for the acts or omissions of HP Business
5   Partners, for any obligations undertaken or representations that they may make, or for any other products
6   or services that they supply to Customer.

7   A. HP BASE TERMS
8   1. DEFINITIONS
9   a. *Affiliate* of a party means an entity controlling by, or under common control with, that
10 party.
11   b. *Deliverable* means the tangible work product resulting from the performance of
12 Support excluding Products and Custom Products.
13   c. *Hardware* means computer and related devices and equipment, related documentation,
14 accessories, parts, and upgrades.
15   d. *HP Business Partner* means select companies authorized by HP to promote, market,
16 support, and deliver certain Products and services.
17   e. *HP Branded* means Products and Support bearing a trademark or service mark of
18 Hewlett-Packard Company or any Hewlett-Packard Company Affiliate, and embedded HP selected third
19 party Software that is not offered under a third party license agreement.
20   f. *Product* means the HP Branded version of Hardware and Software available and listed
21 in HP's standard price list at the time of HP Business Partner's acceptance of the Customer order and
22 including products that are modified, altered, or customized, by HP, to meet Customer requirements
23 ("Custom Products").
24   g. *Software* means machine-readable instructions and data (and copies thereof) including
25 middleware and firmware and related updates and upgrades, licensed materials, user documentation,
26 user manuals, and operating procedures.
27   h. *Specification* means technical information about Products published in HP Product
28 manuals, user documentation, and technical data sheets in effect on the date HP or HP Business Partner
29 delivers Products to Customer.
30   i. *Statement of Work* means an executed document so titled, that describes the Custom
31 Support to be performed by HP under the
32 Support Terms section.
33   j. *Support* means Hardware maintenance and repair, Software maintenance, training,
34 installation and configuration, and other standard support services provided by HP and includes
35 "Custom Support" which is any agreed non-standard Support as described in a Statement of Work.
36   k. *Transaction Document(s)* means an accepted Customer order (excluding pre-printed
37 terms) and in relation to that order valid HP quotations, license terms delivered or otherwise made

10 OF 99   EXHIBIT E
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HCA ASR 17-001057   Page 202 of 373

available to Customer with Software, HP published technical data sheets or service descriptions, HP limited warranty statements delivered with or otherwise made available to Customer with Products, and mutually executed Statement of Work, all as provided by HP Business Partner and supported by HP, or other mutually executed documents that reference these HP PASS THROUGH TERMS.

l.   *Version* means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by HP to its customers (also called a "Release").

2.   WARRANTY PROVISIONS

a.   <u>Warranty Statements</u>. HP limited warranty statements for Hardware, Software and Support, as applicable, are contained in their respective sections of these Terms. The limited warranties in these Terms are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.

b.   <u>Transfer</u>. Warranties are transferable to another party for the remainder of the warranty period subject to HP license transfer policies and any assignment restrictions.

c.   <u>Delivery Date</u>. Warranties begin on the date of delivery of the Product to Customer, or on the date of installation if installed by HP. If Customer schedules or delays such installation by HP more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.

d.   <u>Exclusions</u>. HP is not obligated to provide warranty services or Support for any claims resulting from:

1)   improper site preparation, or site or environmental conditions that do not conform to HP's site specifications;

2)   Customer's non-compliance with Specifications or Transaction Documents;

3)   improper or inadequate maintenance or calibration;

4)   Customer or third-party media, software, interfacing, supplies, or other products;

5)   modifications not performed or authorized by HP;

6)   virus, infection, worm or similar malicious code not introduced by HP; or

7)   abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.

e.   <u>Non-HP Branded Products and Support</u>. HP provides third-party products, software, and services that are not HP Branded "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such products, software and services may provide their own warranties.

f.   <u>Disclaimer</u>. THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THESE TERMS ARE EXCLUSIVE. NO OTHER

WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY HP OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

3. INTELLECTUAL PROPERTY INFRINGEMENT

a. <u>Third-Party Claims</u>. HP will defend or settle any claim against Customer alleging that HP Branded Products or Support (excluding Custom Products and Custom Support) provided under these Terms infringes intellectual property rights in the country where they were sold, if Customer:

1) promptly notifies HP of the claim in writing;

2) cooperates with HP in the defense of the claim; and

3) grants HP sole control of the defense or settlement of the claim.

4) HP will pay infringement claim defense costs, HP–negotiated settlement amounts, and court-awarded damages.

b. <u>Remedies</u>. If such a claim appears likely, then HP may modify the HP Branded Products or Support, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If HP determines that none of these alternatives is reasonably available, then HP will issue Customer a refund equal to:

1) the purchase price paid for the affected item if within one year of delivery, or the Customer's net book value thereafter; or

2) if the claim relates to infringing Support, the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by Customer for that Support.

c. <u>Exclusions</u>. HP has no obligation for any claim of infringement arising from:

1) HP's compliance with Customer or third party designs, specifications, instructions, or technical information;

2) modifications made by Customer or a third party;

3) Customer's non-compliance with the Specifications or the Transaction Documents; or

4) Customer's use of the Product with products, software, or services that are not HP Branded.

d. <u>Sole and Exclusive</u>. This sub-section A.3 states HP's entire liability for claims of intellectual property infringement.

4. INTELLECTUAL PROPERTY RIGHTS - No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under these Terms. Customer will not register or use any mark or internet domain name that contains HP's trademarks (e.g., "HP", "hp", or "Hewlett-Packard").

5. RESTRICTED USE - Products, Support, and Deliverables are not specifically designed,

manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Customer is solely liable if Products, Support, or Deliverables purchased by Customer are used for these applications and will indemnify and hold HP harmless from all loss, damage, expense, or liability in connection with such use.

6. LIMITATION OF LIABILITY AND REMEDIES

    a. Limitation of Liability. Except for the amounts in sub-section A.3 above and damages for bodily injury (including death) HP's total aggregate liability is limited to the amount paid by Customer for:

        1) the Product; or

        2) Support during the period of a material breach up to a maximum of twelve (12) months; that in each case is the subject of the claim.

    b. Disclaimer of Consequential Damages. EXCEPT FOR CLAIMS BY A PARTY FOR INFRINGEMENT OF THEIR INTELLECTUAL PROPERTY RIGHTS AGAINST THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL COSTS OR DAMAGES INCLUDING, WITHOUT LIMITATION, DOWNTIME COSTS; LOST BUSINESS, REVENUES, OR PROFITS; FAILURE TO REALIZE EXPECTED SAVINGS; LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA; OR SOFTWARE RESTORATION.

    c. Legal Theory. TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE.

7. GENERAL

    a. Internal Use. Products and Support acquired by Customer under these Terms are solely for Customer's own internal use and not for resale or sub-licensing.

    b. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control; however, this provision will not apply to Customer's payment obligations.

    c. Assignment. Customer may not assign, delegate or otherwise transfer all or any part of its rights or obligations under these Terms without prior written consent from HP. Any such attempted assignment, delegation, or transfer will be null and void. Assignments of HP Software licenses are subject to compliance with HP's Software license transfer policies.

    d. Export and Import. Customers who export, re-export, or import Products, technology, or technical data purchased hereunder, assume responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend performance if Customer is in violation of any applicable laws or regulations.

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e. <u>Governing Law</u>. Disputes arising from these Terms will be governed by the law of the jurisdiction of the principal place of business of the HP Affiliate accepting the order to which the dispute relates and the courts of that locale will have jurisdiction, except that HP may, at its option, bring suit for collection in the country where the Customer Affiliate that placed the order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Claims arising or raised in the United States will be governed by the laws of the State of California, excluding rules as to choice and conflict of law.

f. <u>Notices</u>. All notices that are required under these Terms will be in writing and will be considered effective upon receipt.

g. <u>Entire Agreement</u>. These Terms represent the entire agreement between HP and Customer regarding Customer's purchase of Products and Support, and supersedes and replaces any previous communications, representations, or agreements, or Customer's additional or inconsistent terms, whether oral or written. In the event any provision of these Terms is held invalid or unenforceable the remainder of the Terms will remain enforceable and unaffected thereby.

h. <u>Waiver</u>. Neither party's failure to exercise or delay in exercising any of its rights under these Terms will constitute or be deemed a waiver or forfeiture of those rights.

i. <u>Order of Precedence</u>. Unless otherwise agreed or provided herein, documents will apply in the following descending order of precedence:

1) Transaction Documents consisting of license terms or limited warranty statements delivered or otherwise made available to

Customer with Products;

2) the sections of these Terms;

3) all other Transaction Documents.

j. <u>Independent Contractor</u>. HP is an independent contractor in the performance under these Terms and neither HP nor any HP personnel are employees or agents of Customer. Nothing in these Terms will be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

B. **HP HARDWARE TERMS**

1. RISK OF LOSS - When HP delivers to Customer directly, risk of loss or damage, and title to Hardware, will pass to Customer and acceptance will occur upon delivery to the "ship to" address or, if special shipping arrangements are agreed to by HP, upon delivery to Customer's carrier or designee.

2. INSTALLATION - If HP provides installation services, Customer will make available facilities that meet HP published site guidelines that will be provided to Customer upon request. Upon delivery, Customer will place each item of Hardware in its designated location. Installation is billed at HP's published installation charges unless quoted as part of the Hardware purchase price. Installation by HP is complete when the Hardware passes HP's standard installation and test procedures.

3. HARDWARE LIMITED WARRANTY - HP warrants HP Branded Hardware against defects in materials and workmanship under normal use during the warranty period and that it will materially conform to its Specifications for the time specified in the applicable Transaction Documents. HP Branded Hardware may contain used parts that are equivalent to new in performance and reliability and are warranted as new.

4. OPERATION - HP does not warrant that the operation of Hardware will be uninterrupted or error free, or that Hardware will operate in Hardware and Software combinations other than as expressly required by HP in the Product Specifications or that Hardware will meet requirements specified by Customer. Customer may only use firmware embedded in the Hardware to enable the Hardware to function in accordance with its Specifications.

5. EXCLUSIVE REMEDIES - Upon notice of a valid warranty claim during the warranty period and if provided reasonable access to the HP Branded Hardware, HP will, at its option, repair a defect in the HP Branded Hardware, or correct a material non-conformance to Specifications, or replace such Hardware with Hardware of equal or better functional performance. If HP is unable, within a reasonable time, to complete the repair or correction, or replace such HP Branded Hardware, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Hardware to HP. Subject to the terms in Customer's specific Product warranty statement Customer will pay expenses for return of such Hardware to HP. HP will pay expenses for shipment of repaired or replacement Hardware to Customer. This sub-section states HP's entire liability for Hardware warranty claims.

C. **HP SOFTWARE LICENSE TERMS**

1. LICENSE GRANT - HP grants Customer a non-exclusive, non-transferable license to "Use", in object code form, the Version or Release of the HP Branded Software delivered from an HP accepted order. For purposes of these Terms, unless otherwise specified in the Transaction Documents, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for Customer's internal business purposes. Customer's Use of such Software is subject to these license terms and the Use restrictions and authorizations for the Software specified by HP in Transaction Documents that accompany or are otherwise made available to Customer with the Software (the "Software License"). In the event of any conflict among such terms, the order of precedence will be the accompanying Transaction Documents then the terms of this section.

2. THIRD-PARTY SOFTWARE - For non-HP Branded Software, the third party supplier's license terms and use restrictions found in the Transaction Documents that may accompany that Software will solely govern its Use.

3. OWNERSHIP - This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under these Terms and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Customer are reserved solely to HP or its suppliers.

4. ACCEPTANCE - Customer accepts Software upon delivery.

5. UPGRADES - Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software Support. HP reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the Software in conjunction with upgraded Hardware or Software. When Customer obtains a license for a new Software Version, Customer's Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that HP delivers or makes the Version available to Customer.

6. LICENSE RESTRICTIONS

a. Use Restrictions. Customer may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by Customer. Some Software may require license keys or contain other technical protection measures. Customer acknowledges that HP may monitor Customer's compliance with Use restrictions and authorizations remotely, or otherwise. If HP makes a license management program available which records and reports license usage information, Customer agrees to appropriately install, configure and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to Customer and continuing for the period that the software is used.

b. Copy and Adaptation. Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If Customer makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the Transaction Documents, Customer may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. Customer may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over Customer's intranet require restricted access by authorized users only.

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d. Designated System. Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in Transaction Documents, is non-transferable and for use only on a computer system owned, controlled, or operated by or solely on behalf of Customer and may be further identified by HP by the combination of a unique number and a specific system type ("Designated System") and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control of Customer.

e. OS Software. Operating system Software may only be used when operating the

associated Hardware in configurations as approved, sold, or subsequently upgraded by HP or an authorized HP business partner.

f.   Changes. Customer will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software. Where Customer has other rights mandated under statute, Customer will provide HP with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.

g.   Use for Service Provision Extending the Use of Software to any person or entity other than Customer as a function of providing services, (i.e.; making the Software available through a commercial timesharing or service bureau) must be authorized in writing by HP prior to such use and may require additional licenses and fees.

7.   LICENSE TERM AND TERMINATION - Unless otherwise specified in a Transaction Document, the Software License granted Customer will be perpetual, provided however that HP may terminate the Software License upon notice for failure to comply with these Terms. Immediately upon termination of the Software License or upon expiration of any individual limited term license, Customer will destroy the Software and all copies of the Software subject to the termination or expiration or return them to HP. Customer shall remove and destroy or return to HP any copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's database. Customer may retain one copy of the Software subsequent to termination solely for archival purposes only. At HP's request, Customer will certify in writing to HP that Customer has complied with these requirements.

8.   LICENSE TRANSFER - Customer may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this section. Except as provided in sub-section C.6.d above, HP Branded Software licenses are transferable subject to HP's prior written authorization and payment to HP of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License, Customer's rights under the License will terminate and Customer will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and, upon such agreement, the transferee will be considered the "Customer" for purposes of the license terms. Customer may transfer firmware only upon transfer of the associated Hardware.

9.   U.S. FEDERAL GOVERNMENT USE - If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under HP's standard commercial license.

10. COMPLIANCE - Customer agrees that HP may audit Customer's compliance with the Software License terms. Any such audit would be at HP's expense, require reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments then Customer will immediately pay HP such underpayments together with the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section.

11. WARRANTY - HP Branded Software will materially conform to its Specifications. If a warranty period is not specified for HP Branded Software, the warranty period will be ninety (90) days from the delivery date.

12. VIRUS WARRANTY - HP warrants that any physical media containing HP Branded Software will be shipped free of viruses.

13. WARRANTY LIMITATION - HP does not warrant that the operation of Software will be uninterrupted or error free, or that Software will operate in Hardware and Software combinations other than as expressly required by HP in the Product Specifications or that Software will meet requirements specified by Customer.

14. EXCLUSIVE REMEDIES - If notified of a valid warranty claim during the warranty period, HP will, at its option, correct the warranty defect for HP Branded Software, or replace such Software. If HP is unable, within a reasonable time, to complete the correction, or replace such Software, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Software to HP. Customer will pay expenses for return of such Software to HP. HP will pay expenses for shipment of repaired or replacement Software to Customer. This sub-section C.14 states HP's entire liability for warranty claims.

15. IMPLIED LICENSE - There are no implied licenses.

16. FREEWARE AND OPEN SOURCE - Notwithstanding other statements in these Terms, Software licensed without fee or charge also referred to as Freeware and/or Open Source is provided "AS IS" without any warranties or indemnities of any kind. Software provided under any open source licensing model is governed solely by such open source licensing terms which will prevail over these Terms.

D. **HP SUPPORT TERMS**

    1. SUPPORT SERVICES

        a. <u>Description of Support</u>. HP will deliver Support according to the description of the offering, eligibility requirements, service limitations, and Customer responsibilities described in the relevant Transaction Documents.

        b. <u>Ordering Support</u>. Customer may order Support:

        1) at the time of Product purchase, or prior to installation of Products for which Support is being purchased, for a fixed term (may be referred to as "HP Care Pack");

        2) after the time of Product purchase, for either a fixed term or an initial term that may be renewed (may be referred to as "HP Contractual Services");

        3) on a per-event basis; or

        4) at any time, when agreed non-standard Support has been offered by HP for the Customer according to a Statement of Work (also known as "Custom Support") or as otherwise offered by HP.

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c. If Customer cancels prepaid Support, HP will refund Customer a pro-rata amount for the unused prepaid Support, less any early termination fees or subject to any restrictions set forth in a Transaction Document.

d. <u>Return to Support</u>. If Customer allows Support to lapse, additional fees may be required to resume Support or Customer may be required to perform certain hardware or software upgrades. HP will review and assess whether such fees are required, and explain these to HP Business Partner and Customer at the time of the request to return to Support.

e. <u>Local Availability</u>. Customer may order Support from HP's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas.

f. <u>Support Warranty</u>. HP warrants that it will perform Support using generally recognized commercial practices and standards.

g. <u>Exclusive Remedies</u>. HP will re-perform Support not performed in accordance with the warranty herein. This sub-section D.1.g states HP's entire liability for Support warranty claims.

2. PRICING, SERVICES, AVAILABILITY, AND INVOICING

a. <u>Pricing</u>. Except for prepaid Support or as otherwise stated in a Transaction Document, HP may change Support prices upon sixty (60) day written notice.

b. <u>Additional Services</u>. Additional services performed by HP at Customer's request that are not included in Customer's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed. Such additional services include but are not limited to:

1) Customer requests for Support after HP's local standard business hours (unless Customer has specifically purchased after-hours coverage for the requested Support);

2) Customer requests for repair for damage or failure attributable to the causes specified in sub-section A.2.d of the HP Base Terms ("Warranty Exclusions"); and

3) Customer requests for Support where Customer does not, in HP's reasonable determination, meet the applicable prerequisites and eligibility requirements for Support.

c. <u>Local Availability</u>. Support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.

d. <u>Invoicing</u>. Invoices for Support will be issued in advance of the Support period. HP Support invoices and related documentation will be produced in accordance with HP system standards. Additional levels of detail requested by Customer may be chargeable.

3. SITE AND PRODUCT ACCESS - Customer shall provide HP access to the Products covered under Support; adequate working space and facilities within a reasonable distance of the Products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the Products; and other access requirements described in the relevant

Transaction Document. If Customer fails to provide such access, resulting in HP's inability to provide Support, HP shall be entitled to charge Customer for the Support call at HP's published service rates. Customer is responsible for removing any Products ineligible for Support to allow HP to perform Support. If delivery of Support is made more difficult because of ineligible Products, HP will charge Customer for the extra work at HP's published service rates.

4. STANDARD SUPPORT PRODUCT ELIGIBILITY

a. <u>Minimum Configuration for Support</u>. Customer must purchase the same level of Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.

b. <u>Eligibility</u>. For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest HP-specified configuration and revision levels and in HP's reasonable opinion, in good operating condition.

c. <u>Modifications</u>. Customer will allow HP, at HP's request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.

d. <u>Loaner Units</u>. HP maintains title and Customer shall have risk of loss or damage for loaner units if provided at HP's discretion as part of Support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.

e. <u>Relocation</u>. Customer is responsible for moving Products. If Customer moves the Products to a new location, HP may charge additional Support fees and modify the response times, and Customer may be required to execute amended or new Transaction Documents. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to HP may be required to begin Support for some Products after relocation.

f. <u>Maximum Use Limitations</u>. Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.

g. <u>Multi-Vendor Support</u>. HP provides Support for certain non-HP Branded Products. The relevant Transaction Document will specify availability and coverage levels, and govern delivery of multi-vendor Support, whether or not the non-HP Branded Products are under warranty. HP may discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide support for such Products.

5. PROPRIETARY SERVICE TOOLS - HP will require Customer's use of certain system and network diagnostic and maintenance programs ("Proprietary Service Tools") for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to: remote fault management software, network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the Customer's systems or sites. Customer may

only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, Customer will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. Customer will also be required to:

a. allow HP to keep the Proprietary Service Tools resident on Customer's systems or sites, and assist HP in running them;

b. install Proprietary Service Tools, including installation of any required updates and patches;

c. use the electronic data transfer capability to inform HP of events identified by the software;

d. if required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and

e. provide remote connectivity through an HP approved communications line.

6. CUSTOMER RESPONSIBILITIES

a. <u>Data Backup</u>. To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Products under Support.

b. <u>Temporary Workarounds</u>. Customer will implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.

c. <u>Hazardous Environment</u>. Customer will notify HP if Customer uses Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require Customer to maintain such Products under HP supervision and may postpone service until Customer remedies such hazards.

d. <u>Authorized Representative</u>. Customer will have a representative present when HP provides Support at Customer's site.

e. <u>Product List</u>. Customer will create and maintain a list of all Products under Support including: the location of the Products, serial numbers, the HP-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period.

f. <u>Documentation</u>. If Customer purchases a Support offering that includes documentation updates, Customer may copy such updates only for systems under such coverage. Copies must include appropriate HP Trademark and copyright notices.

7. SUPPORTED SOFTWARE - Customer may purchase available Support for HP Branded Software only if Customer can provide evidence it has rightfully acquired an appropriate HP license for such Software. HP will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by HP or for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by HP, HP only provides Support for the current Version and the immediately preceding Version of HP Branded Software, and then only when

HP Branded Software is used with Hardware or Software included in HP-specified configurations at the specified Version level.

8. ACCESSORIES AND PARTS AND MISCELLANEOUS

a. Compatible Cables and Connectors. Customer will connect Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.

b. Support for Accessories. HP may provide Support for cables, connectors, interfaces, and other accessories if Customer purchases

Support for such accessories at the same Hardware service level purchased for the Products with which they are used.

c. Consumables. Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.

d. Replacement Parts. Parts provided under Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and Customer pays any applicable charges.

e. Service Providers. HP reserves the right and Customer agrees to HP's use of HP-authorized service providers to assist in the provision of Support.

9. ACCESS TO HP SOLUTION CENTER AND IT RESOURCE CENTER

a. Designated Callers. Customer will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers").

b. Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by HP when Support is initiated. HP Solution Centers may provide support in English or local language(s), or both.

c. HP IT Resource Center. HP IT Resource Center is available via the worldwide web for certain types of Support. Customer may access specified areas of the HP IT Resource Center. File Transfer Protocol access is required for some electronic services. Customer employees who submit HP Solution Center service requests via the HP IT Resource Center must meet the qualifications set forth in sub-section D.9.b above.

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d. Telecommunication Charges. Customer will pay for all telecommunication charges associated with using HP IT Resource Center, installing and maintaining ISDN links and Internet connections (or HP-approved alternatives) to the HP Solution Center, or using the Proprietary Service Tools.

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15 Customer paid to Red Hat under this agreement during the twelve months **preceding the action**.

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36 of the programs.
37 //

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PASS-THROUGH PROVISIONS ~~IBM~~

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~~International Program License Agreement~~

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6. ~~"Warranty Period" one year, starting on the date the original Licensee is granted the license~~8. **"Third Party End Users"** – a healthcare provider, hospital, clinic, or other healthcare-related organization that acquires CSP Services from a Client-hosted Solution Provider.

~~B~~ 9. **"Warranty Period"** – one year, starting on the date the original Licensee is granted the license.

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1) - If IBM licenses the Program for a fixed term, Licensee's license is terminated at the end of the fixed term, unless Licensee and IBM agree to renew it.

d. 3.3 E. Term and Termination

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2) IBM may terminate Licensee's license if Licensee fails to comply with the terms of this Agreement.

3) If the license is terminated for any reason by either party, Licensee agrees to promptly discontinue use of and destroy all of Licensee's copies of the Program. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

DF. Charges

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F̶ H.   Money-back Guarantee

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H̶.   2.   Immediately after the transfer, Licensee's license terminates.

J.   Warranty and Exclusions

1.   Limited Warranty

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        1) LOSS OF, OR DAMAGE TO, DATA;

        2) SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR

        3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

~~K~~M.   Compliance Verification

1. For purposes of this Section 11 (Compliance Verification), ″IPLA Program Terms″ means 1) this Agreement and applicable amendments and transaction documents provided by IBM, and 2) IBM software policies that may be found at the IBM Software Policy website ~~(www.ibm.com/softwarepolicies/),~~ (www.ibm.com/softwarepolicies/), including but not limited to those policies concerning backup, sub-capacity pricing, and migration.

2. The rights and obligations set forth in this Section 11 remain in effect during the period the Program is licensed to Licensee, and for two years thereafter.

3. Verification Process

a. Licensee agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with the IPLA Program Terms, including, without limitation, all of IBM's applicable licensing and pricing qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with IPLA Program Terms.

b. Upon reasonable notice, IBM may verify Licensee's compliance with IPLA Program Terms at all sites and for all environments in which Licensee uses (for any purpose) Programs subject to IPLA Program Terms. Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

4. Resolution

~~a.~~ - IBM will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with the IPLA Program Terms. Licensee agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

~~L~~N. Third Party Notices

- The Program may include third party code that IBM, not the third party, licenses to Licensee under this Agreement. Notices, if any, for the third party code (″Third Party Notices″) are included for

Licensee's information only. These notices can be found in the Program's NOTICES file(s). Information on how to obtain source code for certain third party code can be found in the Third Party Notices. If in the Third Party Notices IBM identifies third party code as ″Modifiable Third Party Code,″ IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

~~M~~O.   General

//

1.   Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

2.   For Programs IBM provides to Licensee in tangible form, IBM fulfills its shipping and delivery obligations upon the delivery of such Programs to the IBM-designated carrier, unless otherwise agreed to in writing by Licensee and IBM.

3.   If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

4.   Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.

5.   Licensee authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use Licensee's business contact information wherever they do business, in connection with IBM products and services, or in furtherance of IBM's business relationship with Licensee.

6.   Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.

7.   Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out ~~of~~ or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.

8.   Neither Licensee nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

9.   No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except as permitted in Subsection 10.1 (Items for Which IBM May Be Liable) above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.

10.   In entering into this Agreement, neither party is relying on any representation not specified

in this Agreement, including but not limited to any representation concerning: 1) the performance or function of the Program, other than as expressly warranted in Section 8 (Warranty and Exclusions) above; 2) the experiences or recommendations of other parties; or 3) any results or savings that Licensee may achieve.

11. IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Programs. IBM Business Partners remain independent and separate from IBM. IBM is not responsible for the actions or statements of IBM Business Partners or obligations they have to Licensee. The license and intellectual property indemnification terms of //

Licensee's other agreements with IBM (such as the IBM Customer Agreement) do not apply to Program licenses granted under this Agreement.

P. License

1. IBM grants you a nonexclusive, nontransferable, right provide CSP Services to Third Party End Users, provided you pay the CSP Price.

2. Additional CSP Service Terms:

a. Client-Hosted Solution Providers may permit Third Party End Users to access and use the Programs solely as part of the Solution, only in connection with the provision of CSP Services to such Third Party End User.

b. The Client-Hosted Solution Provider may use and access the Solution in an end user Customer capacity, but may not use the Programs for any other internal use, except as set forth in Section 2a) above. The Program licenses may not be resold, assigned or transferred to any other entity, except as otherwise authorized by IBM.

c. The Client-hosted Solution Provider must be sufficiently licensed to provide CSP Services for all Third Party End Users and Client-Hosted Solution Provider users in compliance with the terms of the Agreement. For example, if the Program is licensed under a Processor Value Unit metric, the Client-Hosted Solution Provider must be licensed to no fewer Processor Value Units than the total required for all Programs deployed within the Client-Hosted Solution Provider's Solution environment.

d. All copies of the Programs used to provide CSP Services must always reside on the Client-hosted Solution Provider's servers, or servers managed by a third party hosting service on behalf of the Client-Hosted Solution Provider and may never be downloaded or copied by Third Party End Users.

e. The Client-Hosted Solution Provider must implement adequate controls on physical access, communications, and software access to prevent Third Party End Users from reading, displaying, copying or transmitting the actual code or documentation of the Programs.

f. Client-Hosted Solution Provider must ensure that anyone they authorize to use a Program, does so only under an end user agreement that includes terms no less restrictive than Client-Hosted Solution Provider's regarding the Licenses.

Q. Client-hosted Solution Provider Audit Rights

1. Client-hosted Solution Providers is notified that Cerner, IBM, or a third party auditor, have the right to audit the Client-hosted Solution Provider's systems and/or Third Party End User(s) to demonstrate compliance with the terms of the Agreement and that the result of such audit, if done by other than IBM, may be shared with IBM upon request.

2. Client-hosted Solution Provider must inform its Third Party End User(s) that it has the right to conduct an audit of such Third Party End User's use of the Programs. Upon Cerner's request, each Client-hosted Solution provider must prepare and submit a report that includes the results of an audit such Client-hosted Solution Provider has conducted of each of its Third Party End Users. Client-hosted Solution Provider shall make such reports available to IBM upon request with all supporting documentation/data outputs.

3. If IBM determines that a Client-hosted Solution Provider is not in compliance with the terms of this Attachment or the Agreement, IBM may terminate such Client-hosted Solution Providers right to provide CSP Services after providing a reasonable cure period.

R. Geographic Scope and Governing Law

1. Governing Law

a. Both parties agree to the application of the laws of the country in which Licensee obtained the Program license to govern, interpret, and enforce all of Licensee's and IBM's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

b2. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

#

2. Jurisdiction

a. - All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license.

Part 2 – Country-unique Terms

A. For licenses granted in the countries specified below, the following terms replace or modify the referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain unchanged and in effect. This Part 2 is organized as follows:

1. Multiple country amendments to Part 1, Section 1416 (Governing Law and Jurisdiction);

2. Americas country amendments to other Agreement terms;

3. Asia Pacific country amendments to other Agreement terms; and

4. Europe, Middle East, and Africa country amendments to other Agreement terms.

B. Multiple country amendments to Part 1, Section 1416 (Governing Law and Jurisdiction)

1. 14.1 C. Governing Law

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CER02ADMK120
CERNER CORPORATION

a. - The phrase "the laws of the country in which Licensee obtained the Program license" in the first paragraph of ~~14~~16.1 Governing Law is replaced by the following phrases in the countries below:

1. AMERICAS
~~(1)~~ a. in Canada: the laws in the Province of Ontario;
~~(2)~~ b. in Mexico: the federal laws of the Republic of Mexico;
~~(3)~~ c. in the United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines: the laws of the State of New York, United States;
~~(4)~~ d. in Venezuela: the laws of the Bolivarian Republic of Venezuela;

2. ASIA PACIFIC
~~(5)~~ a. in Cambodia and Laos: the laws of the State of New York, United States;
~~(6)~~ b. in Australia: the laws of the State or Territory in which the transaction is performed;
~~(7)~~ c. in Hong Kong SAR and Macau SAR: the laws of Hong Kong Special Administrative Region (" SAR");
~~(8)~~ d. in Taiwan: the laws of Taiwan

3. EUROPE, MIDDLE EAST, AND AFRICA
~~(9)~~ a. in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: the laws of Austria;
~~(10)~~ b. in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the laws of France;
~~(11)~~ c. in Estonia, Latvia, and Lithuania: the laws of Finland;
~~(12)~~ d. in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the laws of England; and
~~(13)~~ e. in South Africa, Namibia, Lesotho, and Swaziland: the laws of the Republic of South Africa.
~~2.~~ ~~14.2~~ D. Jurisdiction
a. - The following paragraph pertains to jurisdiction and replaces Subsection ~~14~~16.2

35 OF 99   EXHIBIT E
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 227 of 373

(Jurisdiction) as it applies for those countries identified in bold below:

~~b~~1. All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license except that in the countries identified below all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

    a. AMERICAS

    1) in Argentina: the Ordinary Commercial Court of the city of Buenos Aires;

    2) in Brazil: the court of Rio de Janeiro, RJ;

    3) in Chile: the Civil Courts of Justice of Santiago;

    4) in Ecuador: the civil judges of Quito for executory or summary proceedings (as applicable);

    5) in Mexico: the courts located in Mexico City, Federal District;

    6) in Peru: the judges and tribunals of the judicial district of Lima, Cercado;

    7) in Uruguay: the courts of the city of Montevideo;

    8) in Venezuela: the courts of the metropolitan area of the city of Caracas;

    b. EUROPE, MIDDLE EAST, AND AFRICA

    ~~(9~~ 1) in Austria: the court of law in Vienna, Austria (Inner-City);

    ~~(10~~ 2) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco,

    3) New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the Commercial Court of Paris;

    ~~(11~~ 4) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the English courts;

    ~~(12~~ 5) in South Africa, Namibia, Lesotho, and Swaziland: the High Court in Johannesburg;

    ~~(13~~ 6) in Greece: the competent court of Athens;

    ~~(14~~ 7) in Israel: the courts of Tel Aviv-Jaffa;

    ~~(15~~ 8) in Italy: the courts of Milan;

    ~~(16~~ 9) in Portugal: the courts of Lisbon;

    ~~(17~~ 10) in Spain: the courts of Madrid; and

    ~~(18~~ 11) in Turkey: the Istanbul Central Courts and Execution Directorates of Istanbul, the

Republic of Turkey.

~~3~~E. Arbitration

~~a.~~ - The following paragraph is added as a new Subsection ~~14~~16.3 (Arbitration) as it applies for those countries identified in bold below.

1. The provisions of this Subsection ~~14~~16.3 prevail over those of Subsection ~~14~~16.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

a. ASIA PACIFIC

(1) In Cambodia, India, Indonesia, Laos, Philippines, and Vietnam: Disputes arising out of or in connection with this Agreement will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center (″SIAC Rules″) then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they were at when the vacancy occurred.

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If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

(2) In the People's Republic of China:

In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on ~~both parties~~bothparties. During the course of arbitration, this agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

b. EUROPE, MIDDLE EAST, AND AFRICA

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION
CER02ADMK120

HCA ASR 17-001057

(3)   In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:

All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

(4)   In Estonia, Latvia, and Lithuania:

All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

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    c.   AMERICAS COUNTRY AMENDMENTS

CANADA

10.1 Items for Which IBM May be Liable

The following replaces Item 1 in the first paragraph of this Subsection 10.1 (Items for Which IBM May be Liable):

1) damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence; and

13. General
The following replaces Item 13.d:

38 OF 99
EXHIBIT E
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION
HCA ASR 17-001057
Page 230 of 373

d. Licensee agrees to comply with all applicable export and import laws and regulations, including those of that apply to goods of United States origin and that prohibit or limit export for certain uses or to certain users.

The following replaces Item 13.i:

i. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Licensee except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

The following is added as Item 13.m:

m. For purposes of this Item 13.m, ″Personal Data″ refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

(1) General

(a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations (″Laws″).

(b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

(2) Security Safeguards

(a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.

(b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.

(c)——Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.

(d)——Additional or different services required to comply with the Laws will be deemed a request for new services.

——(3)——Use—

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.

(4)——Access Requests

(a)——Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.

(b)——Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.

(c)——Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

(5)——Retention—

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

——(6)——Public Bodies Who Are Subject to Public Sector Privacy Legislation For Customers who are public bodies subject to public sector privacy legislation, this Item 13.m applies only to Personal Data made available to Customer in connection with this Agreement, and the obligations in this section apply #

only to Customer, except that: 1) section (2)(a) applies only to IBM; 2) sections (1)(a) and (4)(a) apply to both parties; and 3) section (4)(b) and the last sentence in (1)(b) do not apply.

PERU

10. Limitation of Liability

The following is added to the end of this Section 10 (Limitation of Liability):

Except as expressly required by law without the possibility of contractual waiver, Licensee and IBM intend that the limitation of liability in this Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

10.1 Items for Which IBM May be Liable

The following is added at the end of this Subsection 10.1:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct (″dolo″) or gross negligence (″culpa inexcusable″).

UNITED STATES OF AMERICA:

5. Taxes
The following is added at the end of this Section 5 (Taxes) For Programs delivered electronically in the United States for which Licensee claims a state sales and use tax exemption, Licensee agrees not to receive any tangible personal property (e.g., media and publications) associated with the electronic program.
//
//
Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result of Licensee's subsequent redistribution of Programs after delivery by IBM.

13. General
The following is added to Section 13 as Item 13.m:

U.S. Government Users Restricted Rights – Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the IBM Corporation.
#
The following is added to Item 13.f:

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

ASIA PACIFIC COUNTRY AMENDMENTS

AUSTRALIA:

5. Taxes

The following sentences replace the first two sentences of Section 5 (Taxes):

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Program itself, that is not otherwise provided for in the amount payable, Licensee agrees to pay it when IBM invoices Licensee. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

8.1 Limited Warranty

The following is added to Subsection 8.1 (Limited Warranty):

The warranties specified this Section are in addition to any rights Licensee may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

10.1 Items for Which IBM May be Liable

The following is added to Subsection 10.1 (Items for Which IBM Maybe Liable):

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

HONG KONG SAR, MACAU SAR, AND TAIWAN

As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word ″country″ (for example, ″the country in which the original Licensee was granted the license″ and ″the country in ~~which Licensee~~whichLicensee obtained the Program license″) are replaced with the following:

———(1)   In Hong Kong SAR: ″Hong Kong SAR″

———(2)   In Macau SAR: ″Macau SAR″ except in the Governing Law clause (Section ~~14~~16.1)

(3)   In Taiwan: "Taiwan."

INDIA

10.1 Items for Which IBM May be Liable

The following replaces the terms of Items 1 and 2 of the first paragraph:

———1)——— liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by Licensee for the individual Program that is the subject of the claim.

13. General

The following replaces the terms of Item 13.g:

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

INDONESIA

3.3 Term and Termination

The following is added to the last paragraph:

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//

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

13. General

The following is inserted after Item 13.f:

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

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MALAYSIA

10.2 Items for Which IBM Is not Liable

The word ″SPECIAL″ in Item 10.2b is deleted.

NEW ZEALAND

8.1 Limited Warranty

The following is added:

The warranties specified in this Section are in addition to any rights Licensee may have under the Consumer Guarantees ~~Act1993~~Act 1993 or other legislation which cannot be excluded or limited.~~ ~~ The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if Licensee requires the goods for the purposes of a business as defined in that Act.

10. Limitation of Liability
The following is added:

Where Programs are not obtained for the purposes of a business as defined in the Consumer Guarantees Act 1993, the ~~limitations~~imitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA

1. ~~4.~~ Charges
The following is added:

All banking charges incurred in the People's Republic of China will be borne by Licensee and those incurred outside the
People's Republic of China will be borne by IBM.

PHILIPPINES

10.2 Items for Which IBM Is not Liable

EXHIBIT E
CER02ADMK120

HCA ASR 17-001057

The following replaces the terms of Item 10.2b:

———b.   special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

SINGAPORE

10.2 Items for Which IBM Is not Liable

The words ″SPECIAL″ and ″ECONOMIC″ are deleted from Item 10.2b.

13. General

The following replaces the terms of Item 13.i:

Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 10 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

TAIWAN

8.1 Limited Warranty

The last paragraph is deleted.

10.1 Items for Which IBM May Be Liable

The following sentences are deleted:

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS

EUROPEAN UNION MEMBER STATES

8. Warranty and Exclusions

The following is added to Section 8 (Warranty and Exclusion):

In the European Union (″EU″), consumers have legal rights under applicable national legislation governing the sale of ~~consumer goods.~~consumergoods. Such rights are not affected by the provisions set out in this Section 8 Warranty and Exclusions. The territorial scope of the Limited Warranty is worldwide.

EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

13. General

The following replaces Item 13.e:

(1)   Definitions – For the purposes of this Item 13.e, the following additional definitions apply:

(a)   Business Contact Information – business-related contact information disclosed by Licensee to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Licensee's employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about Customer and its contractors as legal entities (for example, Customer's revenue data and other transactional information)

(b)   Business Contact Personnel – Licensee employees and contractors to whom the Business Contact Information relates.

(c)   Data Protection Authority – the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.

(d)   Data Protection & Electronic Communications Legislation – (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications

46 OF 99   EXHIBIT E
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
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HCA ASR 17-001057   Page 238 of 373

sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.

(e)——IBM Group – International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.

(2) Licensee authorizes IBM:

(a)——to process and use Business Contact Information within IBM Group in support of Licensee—— including the provision of support services, and for the purpose of furthering the business relationship between Licensee and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the ″Specified Purpose″); and

(b)——to disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.

(3) Use–

IBM agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.

(4) Access Requests -

To the extent required by the Data Protection & Electronic Communications Legislation, Licensee represents that (a) it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.

(5) Retention–

//

Licensee ~~authorizes~~authorises IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

1

2 AUSTRIA

3

4 8.2 Exclusions

5 The following is deleted from the first paragraph:

6

7 MERCHANTABILITY, SATISFACTORY QUALITY

8

9 10. Limitation of Liability

10 The following is added:

11

12 The following limitations and exclusions of IBM's liability do not apply for damages caused by gross

13 negligence or willful misconduct.

14

15 10.1 Items for Which IBM May Be Liable

16 The following replaces the first sentence in the first paragraph:

17

18 Circumstances may arise where, because of a default by IBM in the performance of its obligations under

19 this Agreement or other liability, Licensee is entitled to recover damages from IBM.

20

21 In the second sentence of the first paragraph, delete entirely the parenthetical phrase:

22

23 "("(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)"")".

24

25 10.2 Items for Which IBM Is Not Liable

26 The following replaces Item 10.2b:

27

28 ——b.   indirect damages or consequential damages; or

29

30 BELGIUM, FRANCE, ITALY, and LUXEMBOURG

31 #

32 #

33 #

34 10. Limitation of Liability

35 The following replaces the terms of Section 10 (Limitation of Liability) in its entirety: Except as

36 otherwise provided by mandatory law:

37 Except as otherwise provided by mandatory law:

10.1 Items for Which IBM May Be Liable

IBM's entire liability for all claims in the aggregate for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Agreement or due to any other cause related to this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that has caused the damages.

The above limitation will not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

10.2 Items for Which IBM Is Not Liable

UNDER NO CIRCUMSTANCES IS IBM OR ANY OF ITS PROGRAM DEVELOPERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.

10.3 Suppliers and Program Developers
The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers are collectively responsible.

GERMANY

8.1 Limited Warranty
The following is inserted at the beginning of Section 8.1:

The Warranty Period is twelve months from the date of delivery of the Program to the original Licensee.
#
8.2 Exclusions

Section 8.2 is deleted in its entirety and replaced with the following:

Section 8.1 defines IBM's entire warranty obligations to Licensee except as otherwise required by applicable statutory law.

10. Limitation of Liability

The following replaces the Limitation of Liability section in its entirety:

a. IBM will be liable without limit for 1) loss or damage caused by a breach of an express guarantee; 2) damages or losses resulting in bodily injury (including death); and 3) damages caused intentionally or by gross negligence.

b. In the event of loss, damage and frustrated expenditures caused by slight negligence or in breach of essential contractual obligations, IBM will be liable, regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), per claim only up to the greater of 500,000 euro or the charges (if the Program is subject to fixed term charges, up to 12 months' charges) Licensee paid for the Program that caused the loss or damage. A number of defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one default. In the event of loss, damage and frustrated expenditures caused by slight negligence, IBM will not be liable for indirect or consequential damages, even if IBM was informed about the possibility of such loss or damage.

c.

d. In case of delay on IBM's part: 1) IBM will pay to Licensee an amount not exceeding the loss or damage caused by IBM's delay and 2) IBM will be liable only in respect of the resulting damages that Licensee suffers, subject to the provisions of Items a and b above.

13. General

The following replaces the provisions of 13.g:

Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section 8.1 (Limited Warranty) of this Agreement.

The following replaces the provisions of 13.i:

No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except (to the extent permitted in Section 10 (Limitation of

Liability)) for: i) bodily injury (including death); or ii) damage to real or tangible personal property for which (in either case) IBM is legally liable to that third party.

//

IRELAND

8.2 Exclusions

The following paragraph is added:

Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (the ″1980 Act″), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, Section 39 of the 1980 Act).

IRELAND AND UNITED KINGDOM

2. Agreement Structure

The following sentence is added:

Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

10.1 Items for Which IBM May Be Liable

The following replaces the first paragraph of the Subsection:

For the purposes of this section, a— ″Default″ means any act, statement, omission or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to Licensee, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

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charges) for the Program that is the subject of the claim. Notwithstanding the foregoing, the amount of any damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable is not subject to such limitation.

//

#

10.2 Items for Which IBM is Not Liable

The following replaces Items 10.2b and 10.2c:

b.   special, incidental, exemplary, or indirect damages or consequential damages; or

c.   wasted management time or lost profits, business, revenue, goodwill, or anticipated savings.

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HCA ASR 17-001057   Page 244 of 373

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13. HOW TO CONTACT CITRIX. Should you have any questions concerning this AGREEMENT or want to contact CITRIX for any reason, write to CITRIX at the following address: Citrix Systems, Inc., Customer Service, 851 West Cypress Creek Road, Ft. Lauderdale, Florida 33309; Citrix Systems International GmbH, Rheinweg 9, CH-8200 Schaffhausen, Switzerland; or Citrix Systems Asia Pacific Pty Ltd., Level 3, 1 Julius Ave., Riverside Corporate Park, North Ryde NSW 2113, Sydney, Australia.

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2   Agreement: means this End User License Agreement which consists of this Agreement, any

3   attachments and any and all Order Forms executed by SenSage and Licensee which reference this

4   Agreement.

5   Documentation: means any technical specification documentation generally made available by

6   SenSage to its customers with regard to the Software.

7   Licensee: means the customer and end user of the Software identified in the applicable Order

8   Form.

9   Order Form: means the SenSage purchase agreement under which the Software licenses and related

10   services were purchased by Licensee.

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9.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SENSAGE'S ENTIRE LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE TO SENSAGE UNDER THIS AGREEMENT.

9.3 The parties agree that the limitations specified in this Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10. Indemnification. SenSage shall indemnify and hold harmless Licensee from and against any claim of infringement of a United States, Canadian, European Union, Japanese or Australian ("Covered Country") patent, Covered Country copyright, or Covered Country trademark or Covered Country trade secret asserted against Licensee by a third party based upon Licensee's authorized use of the Software, provided that SenSage shall have received from Licensee: (i) prompt notice of such claim (but in any event notice in sufficient time for SenSage to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and/or settlement of such claim; and (iii) all reasonable necessary cooperation of Licensee. If Licensee's use of any of the Software is, or in SenSage's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, SenSage may, in its sole discretion: (a) substitute for the Software substantially functionally similar programs and documentation; (b) procure for Licensee the right to continue using the Software; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund the license fee paid by Licensee as reduced to reflect a five (5) year straight-line depreciation from the applicable license purchase date. The foregoing indemnification obligation of SenSage shall not apply: (1) if the Software is modified by any party other than SenSage, but solely to the extent the alleged infringement is caused by such modification; (2) the Software is combined with other non-SenSage products or process not authorized by SenSage, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Software; or (4) to any third-party code contained within the Software. THIS SECTION 10 SETS FORTH SENSAGE'S SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

11. Confidential Information.   Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by SenSage (or its agents) shall be deemed Confidential Information of SenSage without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party

acknowledges that disclosure of Confidential Information would cause substantial harm to the Disclosing Party that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

12. General.

    12.1 <u>Assignment</u>. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. SenSage may assign this Agreement to any affiliate or to any assignee of all or substantially all of SenSage's assets (whether pursuant to a merger, change of control or otherwise). Licensee may not assign or transfer this Agreement, in whole or in part, without SenSage's written <u>//</u> consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

    12.2 <u>Severability</u>. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

    12.3 <u>Governing Law; Jurisdiction and Venue</u>. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Unless waived by SenSage in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

    12.4 <u>Attorneys' Fees and Costs</u>. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

    12.5 <u>Notices and Reports</u>. Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

    12.6 <u>Amendments; Waivers</u>. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Licensee will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

    12.7 <u>Entire Agreement</u>. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and

65 OF 99
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EXHIBIT E
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HCA ASR 17-001057   Page 257 of 373

communications relating to the subject matter of this Agreement.

12.8 <u>Audit Rights</u>. Upon SenSage's written request, Licensee shall furnish SenSage with a signed certification certifying that the Software is being used pursuant to the terms of this Agreement including any copy and user limitations. With prior reasonable notice, SenSage may audit the copies of the Software in use by Licensee provided such audit is during regular business hours; Licensee is responsible for such audit costs only in the event the audit reveals a discrepancy, of five percent (5%) or greater, on the part of Licensee.

12.9 <u>Independent Contractors</u>. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the

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parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.10 <u>Force Majeure</u>. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

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CER02ADMK120

HCA ASR 17-001057

Page 258 of 373

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68 OF 99
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HCA ASR 17-001057
Page 260 of 373

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HCA ASR 17-001057   Page 263 of 373

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DISCLAIMER OF DAMAGES:

OTHER THAN REMEDIES EXPESSLY STATED ABOVE AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL PRIMETIME MEDICAL SOFTWARE, INC. BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF PRIMETIME MEDICAL SOFTWARE, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE

1 ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. OTHER THAN REMEDIES
2 EXPRESSLY STATED ABOVE, IN NO CASE SHALL PRIMETIME MEDICAL SOFTWARE,
3 INC.'S LIABILITY EXCEED THE GREATER OF THE PURCHASE PRICE FOR THE SOFTWARE
4 SUBSCRIPTION OR US$100.00.

6 COPYRIGHT AND TRADEMARKS.

8 All title, trademarks and copyrights in and pertaining to the Software (including but not limited to any
9 images, photographs, animation, video, audio, music, text, and applets incorporated into the Software),
10 the accompanying, printed materials and any copies of the Software are owned by Primetime Medical
11 Software, Inc. The Software is protected by copyright and trademark laws and international treaty
12 provisions. You must treat the Software like any other copyrighted work, and you may not copy the
13 printed materials accompanying the Software.

15 You may not remove, modify or alter any Primetime Medical Software copyright, trademark or other
16 proprietary notice from any part of the Software, including but not limited to any such notices contained
17 in the physical and/or electronic media or documentation, in the Instant Medical History Setup Wizard
18 dialog or 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled
19 notices, code or other embodiments originally contained in or dynamically or otherwise created by the
20 Software.
21 #
22 #
23 U.S. GOVERNMENT RESTRICTED RIGHTS:

25 Restricted rights legend. Use, duplication, or disclosure by the Government is subject to restrictions as
26 set forth in subparagraph I (1) (ii) of the Rights in Technical Data and Computer Software clause at
27 DFARS 252.227-7013 or subparagraphs I (1) and (2) of the Commercial Computer Software-Restricted
28 Rights clause at 48 CFR 52.227-19, as applicable, Primetime Medical Software, Inc., 4840 Forest Drive,
29 PMB 349 Columbia, SC 29206.

31 TERMINATION:

33 Primetime Medical Software, Inc. may terminate this EULA and your subscription at any time if you are
34 in breach of this EULA or the license terms. In the event of such termination, you will be sent notice at
35 your last known address.

37 GENERAL:

This EULA will be governed by the internal substantive laws of the State of South Carolina, United States of America and the federal laws of the United States of America, without regard to conflict of laws provisions, and expressly disclaims the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. All disputes brought by you relating to this EULA shall be subject to final and binding arbitration, brought in South Carolina, United States of America under the auspices of the American Arbitration Association. You consent to jurisdiction and venue in the state and federal courts located in Richland County, South Carolina. This EULA may only be modified by a written license addendum.

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HEALTH LANGUAGE, INC.
PASS-THROUGH PROVISIONS

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A. SUBLICENSE. Health Language, Inc. (HLI) hereby grants a limited nonexclusive and nontransferable sublicense for certain HLI Technology through the Sublicensor to the end-user Sublicensee subject to a written agreement between Sublicensor and Sublicensee. Sublicensee acknowledges that HLI owns the HLI Technology subject to the sublicense.

2. PROTECTIONS AND NONDISCLOSURE. Sublicensee agrees that it shall protect all Intellectual properties in the HLI Technology, including without limitation, patents, copyrights, and trade secrets. Further, Sublicensee shall not disclose any HLI Technology to any third parties, nor reverse engineer any HLI Technology.

3. WARRANTY DISCLAIMER. ANY USE BY SUBLICENSEE OF THE HLI TECHNOLOGY IS AT SUBLICENSEE'S OWN RISK. THE HLI TECHNOLOGY IS PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEALTH LANGUAGE, INC. AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONNINFRINGEMENT.

B. LIMITATION OF LIABILITY. IN NO EVENT SHALL HEALTH LANGUAGE, INC. OR ITS SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THE USE OR INABILITY TO USE ANY PRODUCT AND HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HLI'S CUMULATIVE LIABILITY ARISING OUT OF THIS SUBLICENSE EXCEED THE

AMOUNTS ACTUALLY PAID BY SUBLICENSEE TO SUBLICENSOR OR HLI PURSUANT TO THIS SUBLICENSE.

SURESCRIPTS

A. Aggregator Customer Terms and Conditions of Use of the Surescripts network

1. Terms and Conditions. By accessing the Surescripts network through software licensed from Cerner Corporation ("Cerner"), the entity accessing or providing access to the Surescripts network ("Cerner Customer") agrees to the following terms and conditions of use of the Surescripts network and Surescripts Services (these "Terms"). At the direction of Surescripts, or as may be necessitated by Cerner's agreement with Surescripts, Cerner may modify or supplement these Terms from time to time and such modified or supplemented Terms shall become effective at the time set forth in such modification or supplement.

2. Definitions:

a. "Applicable Law" means any and all applicable federal, state, local, common law, rules, regulations, directives, and guidelines, including but not limited to the applicable provisions of the following: the Health Insurance Portability and Accountability Act ("HIPAA") and related regulations; the Health Information Technology for Economic and Clinical Health Act ("HITECH") and related regulations; the Anti-Kickback provisions of the Social Security Act and related regulations; and; state and federal pharmacy laws and regulations.

b. "Confidential Information" means all confidential and/or proprietary information disclosed to Cerner Customer by Surescripts, including products, software, materials, processes, ideas, and techniques (whether or not reduced to writing): (i) which are not generally known in the relevant industry or trade; (ii) which afford possessors of the information a commercial advantage over others who do not have such information; (iii) which are considered trade secrets under Applicable Law; and/or (iv) which, if utilized or disclosed by Cerner Customer, would place Surescripts at a competitive or business disadvantage; these Terms; employee, customer and patient information and PHI; accounting data; statistical data; development and marketing plans; strategies; forecasts; any and all information and documentation deemed confidential or a trade secret under any federal, state, or local statute or regulation; and the like, whether or not tangibly embodied in a document, model, specimen, computer storage device, or other physical object; and any information obtained or accessed by Cerner Customer, if not otherwise described above, is of a nature that a reasonable person would believe it to be confidential.

c. "Data Source" means a (1) pharmacy, pharmacy chain, or entity that aggregates information on behalf of pharmacies, or other similar entity which has entered into a written agreement with Surescripts to allow access through the Surescripts network to information in its possession, or (2) a pharmacy benefit manager, health benefit payor or administrator, or other similar entity which has entered into a written agreement with Surescripts to allow access through the Surescripts network to

information in its possession.

d. "Participants" means all aggregators, value-added resellers, Data Sources, prescribers, health care providers, and facilities, technology vendors, and other entities and individuals that have entered into written agreements with Surescripts, either directly or indirectly, in order to access, provide, or communicate through the Surescripts network.

e. "Prescriber End User" means an individual, located in the United States or a United States territory, that: (1) is employed by, is an active member of the medical staff of, or is otherwise performing healthcare services as a legally authorized representative of an Cerner Customer.; and (2) if required by Applicable Law to be licensed, registered, or otherwise authorized by a Governmental // authority, is properly and duly licensed, registered, or otherwise authorized with the appropriate Governmental authority to perform the applicable healthcare services.

f. "Prescribing Decision" means a prescriber's decision to prescribe a certain pharmaceutical or direct a patient to a certain pharmacy.

g. "Point of Care" means the place and time that a prescriber or his/her agent is in the act of prescribing a pharmaceutical for a patient.

h. "Surescripts network" means the Surescripts proprietary technology for a secure, nationwide, interoperable health information infrastructure, interfaces, functionality, and transaction maps made available by Surescripts to Cerner Customer, through Cerner's software, pursuant to this Agreement, as they may be further modified or developed by Surescripts from time to time.

3. Access to and Use of the Surescripts network. Cerner Customer shall designate each Prescriber End User as such only after confirming that such individual or entity meets the definition of a Prescriber End User set forth in Section 2.D above. Customer shall, at a minimum, employ NIST Level of Assurance 2 identity-proofing and authentication processes before allowing any individual access to the Surescripts network for electronic prescription of non-controlled substances (understanding that for controlled substances a more rigorous level for identity proofing and authentication is established and must be met pursuant to Applicable Law). Cerner Customer shall, and shall ensure that its Prescriber End Users shall, access and utilize the Surescripts network only in accordance with these Terms. Cerner Customer shall be responsible for ensuring that all messages transmitted via the Surescripts network originate from Prescriber End Users who are licensed to use the application for the service(s) for which Surescripts has certified Cerner Customer's licensed application, and who are registered with Cerner Customer.

4. Confidentiality. Cerner Customer shall, and shall ensure that its Prescriber End Users shall, keep confidential all Confidential Information.

5. Adherence to Applicable Law. Cerner Customer shall, and shall ensure that Prescriber End Users shall, comply with Applicable Law, including ensuring that all necessary patient consents and authorizations have been obtained.

EXHIBIT E
CER02ADMK120

6. **Commercial Messaging Rules.** Cerner Customer shall comply with the Surescripts Commercial Messaging Rules, as follows:

a. **General Limitation.** Cerner Customer shall not, and shall ensure that Prescriber End Users do not, use any means, program, or device, and shall not permit any person or entity to use any means, program, or device, including, but not limited to, advertising, instant messaging, and pop-up ads, to influence or attempt to influence, through economic incentives or otherwise, the Prescribing Decision of a prescriber at the Point of Care if: (i) such means, program, or device (as described above) is triggered by, initiated by, or is in specific response to, the input, selection, and/or act of a prescriber or his/her agent prescribing a pharmaceutical or selecting a pharmacy for a patient; and (ii) that prescription shall be delivered via the Surescripts network.

b. **Exceptions to General Limitation.** Notwithstanding the above Section III(d)(1)(A), Cerner Customer and Prescriber End Users may: (A) show information regarding a payer's formulary and benefit plan design, including patient lowest cost options, on/off tier, prior authorization, step therapy, coverage status, and co-pay information; and/or (B) deliver or have delivered to Prescriber End Users clinical alerts that are sourced from payers and/or are attributed to generally recognized and reputable sources providing clinical information to the prescriber, even if, in the event of either (A) or (B), such information influences the patient or prescriber's choice of pharmacy or other prescribing decisions. In addition, in the event of either (A) or (B) above, Cerner Customer shall: (i) allow its Prescriber End Users to access all pharmaceuticals known through generally available sources used in the industry, and all pharmacies, including all retail and mail service pharmacy options available; and (ii) not be designed to preclude a physician or patient from selecting any particular pharmacy or pharmaceutical. Any custom lists created and maintained by Prescriber End Users within Cerner Customer's licensed software, including but not limited to: (i) an individual Prescriber End User's most often prescribed medication list; (ii) an individual Prescriber End User's most often used pharmacy list; and/or (iii) an individual Prescriber End User's most often used SIGs (i.e., instructions for the use of medications), would not be considered a violation of the Commercial Messaging Rules.

7. **Surescripts Disclaimers.**

a. Cerner Customer acknowledges and agrees, and shall ensure that Prescriber End Users acknowledge and agree, that the prescription benefit and medication history information provided by Surescripts may not be complete or accurate;

b. Cerner Customer releases and holds harmless, on its own behalf and on behalf of its Prescriber End Users, Surescripts and its Data Sources against any claims relating to the accuracy or completeness of prescription benefit and medication history information provided by Surescripts.

c. Cerner Customer acknowledges, on its own behalf and on behalf of its Prescriber End Users, that it is the Prescriber End User's sole responsibility to confirm the accuracy of the prescription benefit and medication history information with his/her/its patient prior to providing any medical services based thereon; and

EXHIBIT E
CER02ADMK120

d. Cerner Customer acknowledges and agrees, on its own behalf and on behalf of its Prescriber End Users, that: (i) the Surescripts network is not intended to serve as a replacement for: (a) a written prescription where not approved as such by the appropriate governmental authorities or where such written prescription is required for record keeping purposes; or (b) applicable prescription documentation; (ii) use of the Surescripts network is not a substitute for a health care provider's standard practice or professional judgment; and (iii) any decision with regard to the appropriateness of treatment, or the validity or reliability of information, is the sole responsibility of a patient's health care provider.

8. Surescripts Data Sources. Cerner Customer acknowledges and agrees that any Data Source, in its sole discretion, may elect not to receive prescriptions and other messages from Cerner Customer and/or any Prescriber End User and that Data Sources or other Participants in the Surescripts network may be added to or deleted from the Surescripts network or may limit access to their data without prior notice.

9. Compliance. No more than once per year without cause (or more often only upon a showing of reasonable cause), upon reasonable prior written notice and request from Surescripts, Cerner Customer shall provide Surescripts with data and records relating to the use of the Surescripts network and/or Surescripts Services by Cerner Customer for purposes of determining Cerner Customer's compliance with these Terms.

10. No Modification or Reconfiguration. Cerner Customer shall not, and shall ensure that Prescriber End Users do not, modify or reconfigure Cerner Customer's licensed software in a way that will bring it out of compliance with these Terms or the Surescripts documentation.

11. Prescriber Directory Information. Cerner Customer agrees that Surescripts has unlimited non-exclusive rights in perpetuity to use all directory and directory-related information on Prescriber End Users that shall come to reside within the Surescripts network database through Prescriber End Users' use of the Surescripts network, including all root, identity, and location-related information. Such uses may include creating and disclosing aggregated, de-identified statistics relating to the adoption and use of e-prescribing by Prescriber End Users and use of directory information to operate and expand the Surescripts network, subject at all times to compliance with applicable law. Notwithstanding the foregoing, Surescripts will not: (i) make available for public consumption information that identifies Prescriber End Users except pursuant to Applicable Law or judicial or administrative order or to provide information regarding Prescriber End Users' use of the Surescripts network to healthcare payers; (ii) sell, disclose, or transfer to any third party information that identifies Prescriber End Users for the purpose of allowing such third party to send to such Prescriber End Users commercial solicitations for the purchase of goods or services; or (iv) engage in sending commercial solicitations to Prescriber End Users. The rights granted to Surescripts in this Section 11 shall specifically exclude any rights in PHI, Cerner Customer confidential information and intellectual property.

12. Termination for Breach. Cerner Customer's access to the Surescripts network may be

suspended or terminated in the event of a breach of these Terms that is not cured within the time period set forth in the breach notice delivered to Cerner Customer by Cerner or Surescripts.

13. Emergency Suspension. Notwithstanding anything to the contrary herein, Surescripts retains the right to immediately suspend access (with no notice or cure period) to the Surescripts network by Cerner Customer or any Prescriber End User in the event that Surescripts perceives (in its reasonable discretion) there to be a patient safety concern, violation of Applicable Law, or unauthorized use of the Surescripts network.

14. Cerner Customer Indemnity. Cerner Customer shall defend, indemnify, and save harmless Surescripts from and against any and all loss, damage, or expense arising out of claims asserted against Surescripts by third parties to the extent arising out of any breach of these Terms, any use (or misuse) by Cerner Customers or Prescriber End Users of data or information received through the Surescripts network, or any transmission of data or information through the Surescripts network by Aggregator Customers or Prescriber End Users. The foregoing indemnity shall not apply to the extent of Surescripts' indemnification obligations under Section 15.

15. Surescripts Indemnity.

a. Subject to the exclusions set forth below, Surescripts will indemnify, defend, and hold harmless Cerner Customer, its officers, employees and agents from and against all loss damage or expense arising out of any claim brought by a third party that the Surescripts network or Surescripts services (collectively referred to as the "Surescripts Products") as lawfully used in full compliance with these Terms infringe(s) any patent, trademark, copyright or other intellectual property right or misappropriates any trade secret. If Cerner Customer's right to use any of the Products is enjoined, Surescripts will (a) procure for Cerner Customer, as applicable, the right to use the Product, (b) replace the Product with a functionally equivalent, non-infringing product, or (c) modify the Product so it becomes non-infringing and functionally equivalent. If (a), (b) or (c) is not commercially reasonable, Surescripts will refund a pro rata portion of all fees paid for the particular Surescripts Product(s) at issue in exchange for return of the Product(s).

b. Exclusions. Surescripts has no indemnification or defense obligation regarding any claim arising directly from any of the following to the extent such claim would not have arisen but for the described:

1) Surescripts' inclusion in Surescripts Products any custom designs, specifications, software, or interfaces, instructions as provided or requested by Cerner, Cerner Customer, or by a third party on Cerner Customer's behalf;

2) Modification of the Surescripts Products by Cerner or Cerner Customer, excluding modifications performed, required or approved by Surescripts; or

3) Use of any non-Surescripts product, apparatus, business method or service not provided by Surescripts in combination with Surescripts Product(s) (the "Combination"), provided that this exclusion shall not apply if:

a) the Combination is expressly required by Surescripts;

b) Cerner Customer notifies Surescripts of the Combination in writing and such Combination is authorized by Surescripts in writing; or

c) the Combination is expressly specified in the Surescripts documentation.

4) Notwithstanding the foregoing, the exclusion set forth in this subsection (3) will not limit Surescripts' intellectual property indemnification obligations under this Section 15 if, upon final judgment, a Surescripts Product is specifically found to be an infringement of the rights identified in this Section and the Combination is specifically found not to have contributed to the infringement.

16. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 14 and 15, the party seeking indemnification (the "Indemnified Party") must give prompt written notice of such claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the claim received by the Indemnified Party. The Indemnifying Party shall have the sole right to defend, at its own expense and with its own counsel, any such claim, and control any negotiation for its settlement or compromise. The Indemnified Party shall cooperate with the Indemnifying Party in defending the claim, and will have the right, at its option, to participate in the settlement or defense of any such claim with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. Notwithstanding the foregoing, the Indemnifying Party will not enter into any settlement that specifically apportions fault to, or imposes any monetary liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will use commercially reasonable efforts to cooperate in any such settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

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17. Third Party Beneficiary. Surescripts shall be a third party beneficiary of these Terms, and the Data Sources shall be third party beneficiaries of Section 7.B above.

EMC

A. The Following Terms Are Applicable To Sublicensing Of EMC Documentum Software. The EMC Software licensed hereunder is subject to the Cerner business agreement between End User and Cerner, subject to the specific different terms set forth below:

1. The EMC Software license is a nonexclusive, perpetual and non-transferable license (with no right to sublicense) to use the EMC Software solely in conjunction with Cerner Licensed Software.

2. The (i) EMC Software is licensed only, and no title to, or ownership of, the EMC Software is transferred to End User; (ii) End User may not remove EMC's or its Cerner copyright and other proprietary notices on and in any copies of the EMC Software; and (iii) End User shall not cause or permit any other to create derivative works from, reverse assemble, reverse engineer, reverse compile or otherwise reduce the EMC Software to human readable form.

3. Product Warranty. The EMC Software will, for a period of ninety (90) days from the date of shipment or the date of electronic availability, as applicable, substantially conform to the applicable documentation for such EMC Software. Cerner does not warrant that the operation of the EMC Software shall be uninterrupted or error free, or that all defects can be corrected. Cerner's entire liability and Customer's exclusive remedies under the warranties described in this Section shall be for Cerner, at its option, to use reasonable efforts to remedy such defects, or have the manufacturer remedy such defects or performance failure or to replace the affected EMC Software. If Cerner is unable to make the affected EMC Software operate as warranted within a reasonable time, then Cerner shall refund the amount received by Cerner for the affected EMC Software upon return of the specific EMC Software to Cerner.

4. Warranty Exclusions. Except as expressly otherwise stated in this Agreement, and to the maximum extent permitted by law, Cerner (including its suppliers) provide EMC Software "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFACALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

5. End User shall upon Cerner's request, promptly provide Cerner with a written statement certifying the extent of End User's usage of EMC Software identified by Cerner and/or allow Cerner or its designee to conduct a reasonable audit of the applicable End User facilities and records to determine whether or not End User's usage of such EMC Software is in conformance with its paid for license usage;

6. The EMC Software is confidential and contains EMC trade secrets and must be held in confidence with at least the same degree of care with which the End User protects its own similar confidential information.

Mpages Limited Use Runtime License

A. Client acknowledges and agrees that Cerner grants Client a limited runtime only license to Mpages for the sole purpose of executing Mpage Applications that have been Cerner Developed and/or Cerner Certified. Mpage Applications are not included with this runtime license and must be purchased separately. Client is not licensed or authorized to create or execute Mpage Applications beyond those that have been Cerner Developed and/or Cerner Certified. Furthermore, Client is not authorized to modify the source code of any Mpage Applications without upgrading to the Mpages Full Use license. Cerner has the right to periodically conduct audits of Client's System to ensure Client has not used Mpages in a manner that violates the terms set forth herein. If Client is found in breach, Client shall pay to Cerner fees for the Mpages Full Use license at Cerner's then-current list price.

B. Definition of Terms

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EXHIBIT E
CER02ADMK120

1. "Mpage Application" means a CCL/web technology based program that leverages the Mpages code set for execution.

2. "Cerner Developed" means an Mpage Application that was purchased from Cerner or developed by Cerner professional services.

3. "Cerner Certified means" an Mpage Application that has been certified by Cerner.

NUANCE DMENE
Healthcare Master Agreement

A. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE EXECUTING THE ORDER. This Healthcare Master Agreement, including all applicable Schedules indicated below (together, the "Nuance Agreement"), is between Nuance Communications, Inc. ("Nuance") and you ("Customer"), the party to the Order with Cerner Corporation (the "Authorized Reseller"). Nuance and Customer are each a "Party" and are collectively referred to as the "Parties". By executing the Order, Customer agrees to be bound by the terms and conditions of the Nuance Agreement. Both Customer and Nuance agree that Nuance must comply with the terms of Section 14.9 (Business Associate). Customer agrees that the Nuance Agreement is like any written negotiated agreement signed by Customer. If Customer does not agree to the terms and conditions of the Nuance Agreement, do not execute the Order.

B. Customer is obtaining the software, equipment and services indicated in the order from the authorized reseller. This Nuance agreement applies to CUSTOMER'S use and entitlement of such software, equipment and services, up to the full extent and quantities (e.g., license model, number of licenses, etc.) obtained by the authorized reseller from Nuance for resale to customer.

SCHEDULES	INCLUDED
Schedule for Nuance Management Server for Dragon Medical Enterprise Network Edition	Yes
Schedule for NMS for Dragon Medical Enterprise Network Edition – Administrator License	No
Schedule for Dragon Medical Enterprise Network Edition – Physician/Non-Physician Client License	Yes
Schedule for Dragon Medical Enterprise Network Edition – Physician Location Site License	No
Schedule for Dragon Medical Enterprise Network Edition – Non-Physician Location Site License	No
Schedule for Dragon Medical Enterprise Network Edition – Provider-Plus Location Site License	No

Schedule for Dragon Medical Enterprise Network Edition – In-Patient Location Site License	No
Schedule for Dragon Medical Enterprise Network Edition – Health System Site License	No
Schedule for Dragon Medical Enterprise Network Edition – Provider-Plus Enterprise Site License	No

C. Nuance and Customer hereby agree as follows:

General Terms and Conditions

1. Definitions. Capitalized terms in the Agreement have the meanings set forth below, in Exhibit A, or in the Schedules.

2. Intentionally Omitted

3. Products and Services.

3.1. Software

3.1.1. License Grant. Subject to the terms and conditions of this Agreement, Nuance hereby grants Customer, and Customer accepts, a limited, non-exclusive, non- transferable, non-sublicensable license to use the Software specified on an Order in a manner commensurate with its intended use (as prescribed by this Agreement and the Documentation) and solely for Customer's internal business purposes.

3.1.2. License Restrictions and Notice

(a) Restrictions. Customer agrees that it shall not, and shall not permit the Authorized Users or any third party to (i) duplicate the Software for any purpose, except that Customer may duplicate the Software for archival and disaster recovery purposes only; (ii) reverse engineer, disassemble, decompile or translate the Software; (iii) change, modify or otherwise alter the Software, (iv) assign, transfer, pledge, rent, share or sublicense any of the Software without Nuance's prior written consent; (v) grant any third party access to or use of the Software on a service bureau, timesharing or application service provider basis or otherwise; or (vi) defeat or circumvent any controls or limitations the Software places on its use.

(b) Notice of Unauthorized Use. Customer shall immediately notify Nuance upon learning of any third party's unauthorized possession or use of any Software supplied under this Agreement.

3.1.3. Government Customer Rights. This section applies to all acquisitions of Software (collectively or individually for the purposes of this section, the "Government Acquired Products") by or for the government of the United States of America (the "Federal Government"), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the Federal Government. By accepting delivery of the Government Acquired Products, the Federal Government hereby agrees that this software qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and

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CERNER CORPORATION

conditions of this Agreement shall pertain to the Federal Government's use and disclosure of the Government Acquired Products, and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the Federal Government's needs or is inconsistent in any respect with United States law, the Federal Government agrees to return the Government Acquired Products unused. The following additional statement applies only to acquisitions by the Federal Government that are governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights – Use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph I(1)(ii) of the Rights in Technical Data – Noncommercial Items clause at DFARS 252.227-7013 (1995)."

3.2. Equipment. Subject to the terms and conditions of this Agreement, Customer shall purchase from Nuance the Equipment specified in an Order, in the quantity and at the price set forth in such Order. Notwithstanding the forgoing, the Third Party Equipment shall be governed in all other //

respects by terms and conditions specified by the applicable third party vendor of such Third Party Equipment.

3.3. Services.

3.3.1.   Maintenance Services.

(a) Scope. If purchased, as indicated in the Order, for an initial term of one (1) year ending June 30, 2016 (the "Initial Service Term"), Nuance shall provide the Maintenance Services selected by Customer in the applicable Order. After the initial annual Maintenance Services term, Authorized Reseller or Nuance will issue an invoice in accordance with Nuance's renewal policy for subsequent one-year terms of Maintenance Services, at least thirty (30) days prior to the end of the then-current Maintenance Service term, if Maintenance Services for the applicable Software and/or Equipment is made available by Nuance. Customer shall, if it wishes to renew annual Maintenance Services for the applicable Software and/or Equipment, pay the invoice for renewal Maintenance Services, in full, within thirty (30) days of the date of such invoice. Customer acknowledges that failure to pay such invoice within such 30 day period will result in Maintenance Services expiring with respect to such Software and/or Equipment unless Maintenance Services for the applicable Software and/or Equipment are timely continued or renewed under a different agreement. Unless expressly stated otherwise in the applicable Schedule or Order, Maintenance Services provided hereunder will commence on the date of initial delivery of the applicable Software and/or Equipment (or anniversary thereof if Customer is purchasing renewal Maintenance Services). To purchase Maintenance Services with respect to any Equipment, Customer is required to purchase Maintenance Services for all units of such Equipment respectively. Unless otherwise agreed, Maintenance Services with respect to any Software shall apply to all copies of such Software licensed to Customer. All Maintenance Services shall be provided subject to Nuance's Hardware and Software Maintenance Options, Terms and Conditions in effect as of the provision of such Maintenance Service.

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(b) Exclusions. Unless otherwise agreed, Nuance shall not be obligated to provide Maintenance Services for, or required to provide as a result of (i) any Nuance Product modified by anyone other than Nuance; (ii) any Nuance Product used for other than its intended purpose; (iii) any Nuance Product used with any third party equipment not specified as compatible with the Nuance Product in its Documentation; (iv) any Nuance Product being used with Third Party Software not supplied by Nuance in conjunction with the Nuance Product, or specified by Nuance in the applicable Documentation as compatible with the Nuance Product ; (v) any Nuance Product (including any associated equipment, software or firmware) which Customer failed to properly install or maintain; (vi) any willful or negligent action or omission of Customer, (vii) any computer malfunction not attributable to the Nuance Products; or (viii) damage to Nuance Products from any external source, including computer viruses unattributable to Nuance, computer hackers, or force majeure events.

3.3.2. Training Services.

(a) Scope. Subject to the terms and conditions set forth in this Agreement, Nuance will provide the Training Services specified in the applicable Order (if any).

(b) Location. Unless otherwise agreed to by the parties hereto, all Training Services will be held at a designated Nuance location during Nuance's standard business hours, excluding Nuance recognized holidays. If the parties agree to hold any Training Services at Customer's site, all such Training Services (including associated travel time) will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Customer site time, Monday through Friday, excluding Nuance recognized holidays.

(c) Attendees. Customer shall ensure that all Training Services attendees: (i) are Authorized Users, and (ii) have the skills and experience to participate in the training sessions. Nuance may require that a Training Services attendee reschedule their Training Services if, in Nuance's reasonable judgment, such attendee does not have the requisite skills and experience (i.e., a working knowledge of Windows).

3.3.3. Professional Services.

(a) Scope. Subject to the terms and conditions set forth in this Agreement, Nuance will provide the Professional Services specified in the applicable Order (if any).

(b) Nuance shall perform Professional Services related to installation of the Software and Equipment pursuant to its project delivery methodology set forth at ftp://ftp.scansoft.com/nuance/85ictaphone/whitepapers/wp_prof ServicesMethodology.pdf.

3.3.4 Rescheduling. Customer agrees to reimburse Nuance $300 USD per scheduled trainer/consultant per Training/Professional Services day, as scheduled (up to 5 business days), and for any actual incurred travel arrangement costs (e.g., airline ticket deposits, etc.) due to rescheduling or cancellation of Training Services and/or Professional Services less than ten (10) business days prior to the scheduled start of such Training Services and/or Professional Services, provided the cancellation is not due to a breach by Nuance.

3.3.5. On-Location. If an Order indicates that Nuance will perform Services at a location

1 other than a Nuance facility, Customer shall provide the necessary equipment, information, and facilities
2 required by Nuance to perform such Services.

3   3.3.6. Suspension. Nuance reserves the right to suspend Services to Customer under any
4 and all Orders during any period in which Customer's account under any one or more Orders is more
5 than thirty (30) days past due.

6   4. Customer Obligations.

7   4.1. Data Preservation. As between Nuance and Customer, it is Customer's responsibility to
8 create and preserve reasonable backup copies of its data and other business information and records, and
9 take such other precautions as may reasonably be required to detect and guard against possible
10 malfunctions, loss of data, or unauthorized access to Customer's computer systems.

11   4.2. Speech Recognition. CUSTOMER ACKNOWLEDGES THAT SPEECH RECOGNITION
12 IS A STATISTICAL PROCESS, ERRORS ARE INHERENT IN SUCH PROCESS, AND
13 APPLICATIONS EMPLOYING SUCH PROCESS ARE DESIGNED TO ALLOW FOR SUCH
14 ERRORS. CUSTOMER ACKNOWLEDGES THAT SUCH ERRORS ARE INEVITABLE AND
15 AGREES THAT IT IS THE SOLE RESPONSIBILITY OF CUSTOMER TO IDENTIFY AND
16 CORRECT ANY SUCH ERRORS BEFORE USING AND/OR RELYING ON THE RESULTS OF
17 THE USE OF ANY SPEECH RECOGNITION SOFTWARE PROGRAM LICENSED HEREUNDER.
18 CUSTOMER ACKNOWLEDGES AND AGREES THAT NUANCE DOES NOT PROVIDE
19 MEDICAL SERVICES TO PATIENTS AND IS NOT ENGAGED IN THE PRACTICE OF
20 MEDICINE, AND THAT CUSTOMER'S USE OF THE SOFTWARE DOES NOT ABSOLVE
21 CUSTOMER OF ITS OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT IN
22 RENDERING HEALTH CARE SERVICES TO PATIENTS. CUSTOMER ACKNOWLEDGES
23 THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE
24 SERVICE LIES SOLELY WITH CUSTOMER. CUSTOMER AGREES THAT ANY RELIANCE
25 UPON THE SOFTWARE SHALL NOT DIMINISH CUSTOMER'S RESPONSIBILITY FOR
26 PATIENT CARE.

27   4.3. Customer Data. The Software has a feature by which Customer may enable Nuance to
28 collect Speech Data. By turning on the feature to provide Nuance with Speech Data, Customer
29 acknowledges, consents and agrees that Nuance may collect and use the Speech Data as provided
30 hereunder. The Parties agree that Speech Data shall only be used by Nuance or third parties acting under
31 the direction of Nuance, pursuant to confidentiality provisions, to tune, enhance and improve the speech
32 recognition and other components of the Software, and other Nuance services and products. Nuance will
33 not use the information elements in any Speech Data for any purpose except as set forth above.

34   5. Payments.

35   5.1. Payments to Authorized Reseller (Cerner). Customer will pay Authorized Reseller
36 according to the terms of its agreement with Authorized Reseller for all amounts due on Orders placed
37 //

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by Customer with Authorized Reseller for the Software, Equipment and Services covered by this Agreement.

5.2. If Customer elects to purchase any products or services directly from Nuance by placing an purchase order with Nuance that indicates that the terms of this Agreement are intended to apply, then Nuance's standard payment terms shall apply unless the Customer and Nuance first negotiate different payment terms.

5.3 Audit. Nuance, or a third party appointed by Nuance, shall have the right, not more than once a year and upon reasonable notice, to conduct an audit of Customer's records to confirm compliance with the license grant and other terms of this Nuance Agreement. Any audit shall be performed after reasonable advance notice during Customer's normal business hours.

6. Delivery. With respect to Orders fulfilled by Nuance, the following terms of this Section 6 shall apply:

6.1. Shipping Terms. For Orders with Software and Equipment requiring delivery within the United States, such Software and Equipment will be shipped "FOB Shipping Point". For Orders with Software and Equipment requiring delivery outside the United States, Software and Equipment will be shipped "FCA Shipping Point". Subject to Section 14.15 below, Customer shall bear all shipping, freight and transportation charges from Nuance's warehouse facility.

6.2. Risk of Loss. Risk of loss or damage to the Software and Equipment shall pass to Customer upon delivery to the common carrier at Nuance's warehouse facility. If Customer fails to pay for any Equipment, Nuance reserves the right to repossess such Equipment.

7. Term; Termination.

7.1. Term. This Agreement shall become effective as of the Effective Date and unless terminated early for cause by either party pursuant to Section 7.2, shall continue indefinitely with respect to the perpetual licenses granted hereunder or until the expiration of licenses for a fixed term, as indicated in an Order. ("Agreement Term").

7.2. Termination for Cause. Either Party may terminate the Agreement or any Order by written notice if the other Party: (i) commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach, or (ii) materially breaches the Agreement in a manner that cannot be remedied; or (iii) becomes insolvent, commences dissolution proceedings or ceases to operate in the ordinary course of business.

7.3. Effect of Expiration or Termination. Upon the expiration or termination of any Order, by either party, all licenses granted to Customer, and all Services obtained by Customer, under such Order shall terminate and Customer shall cease using the applicable Software and shall return same to Nuance. Neither the expiration nor termination of this Agreement, any individual Orders, or any license shall affect the parties' rights and obligations under Sections 3.1.3, 4, and 6 – 14 herein. If Customer elects to purchase any products or services directly from Nuance pursuant to Section 5.2, termination of this

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CERNER CORPORATION

CER02ADMK120

Agreement for cause shall not terminate Customer's obligation to make payments that accrued before or on account of termination of the Agreement

8.   Ownership and Proprietary Rights. Except for the limited licenses granted pursuant to this Agreement, the terms of the Agreement do not convey any ownership or other rights of any kind to Customer in or to the Software. Nuance, as between Nuance and Customer, shall own all right, title and interest in and to all Software (including, without limitation, all Updates, Upgrades, improvements, enhancements, and/or custom features and functions) and all patents, copyrights and other intellectual property rights therein. Effective on delivery of each Update or Upgrade to Customer, Nuance shall be deemed to have granted Customer a license to use such Update or Upgrade in conjunction with the Software to which such Update or Upgrade relates, subject to the terms of this Agreement.

9.   Confidentiality.

9.1. Use and Disclosure. The Receiving Party agrees (1) to hold the Disclosing Party's Confidential Information in strict confidence, and to use at least the same standard of care that the Receiving Party uses to in protect its own Confidential Information, (2) not to disclose the Disclosing Party's Confidential Information to any third party, and (3) not to use any Confidential Information of the Disclosing Party without first obtaining the Disclosing Party's written consent, except as reasonably required to exercise its rights or perform its obligations under this Agreement. The Receiving Party agrees to limit disclosure of the Disclosing Party's Confidential Information to those employees who need to know the same to accomplish the purposes of this Agreement, and who have executed a written agreement with terms substantially similar to those contained herein.

9.2. Exclusions. The obligations to preserve the confidential nature of any of the Confidential Information described herein shall not apply to information that (i) was previously known to the Receiving Party free of any obligation to keep it confidential; (ii) is or becomes generally known to the public or is obtainable from public sources other than as a result of an act or omission of the Receiving Party; (iii) is independently developed by or on behalf of the Receiving Party without use of or reference to the Disclosing Party's confidential information; or (iv) the Receiving Party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction. If disclosure is compelled pursuant to subsection (iv) of this section, the Receiving Party shall give the Disclosing Party reasonable notice to enable the Disclosing Party to try to protect the confidentiality of the Confidential Information.

10. Limited Warranties.

10.1.   Nuance Products Warranty. Nuance warrants that upon initial delivery, and for a period of ninety (90) days thereafter, the Nuance Software and Nuance Equipment will operate in all material respects in conformity with the functional specifications set forth in the applicable Documentation. Customer must notify Nuance of any breach of such warranty within the warranty period. Customer's sole and exclusive remedy and Nuance's entire liability for any breach of the warranties set forth in this Section 10.1 will be for Nuance, at Nuance's option, to (a) correct the defect

that is causing the breach of the warranty, (b) replace such defective Nuance Product in lieu of correcting the defect, or (c) refund to Customer the fees paid by Customer for the nonconforming Nuance Software or Nuance Equipment (and any unused, prepaid Maintenance Services Fees Customer has paid for such Nuance Software and/or Nuance Equipment, as applicable) and terminate the license to any such Nuance Software.

10.2.   Services Warranty. Nuance warrants that the Services provided by Nuance pursuant to this Agreement shall be performed in a professional manner by trained and skilled personnel. Customer must notify Nuance of any breach of such warranty within ninety (90) days from performance of the defective Services giving rise to the breach of warranty claim. Customer's sole and exclusive remedy and Nuance's entire liability for any breach of the warranty set forth in this Section 10.2 will be for Nuance to re-perform such non-conforming Services.

10.3.   Limitation of Warranties. The warranties set forth in this Section 10 shall not apply, and Nuance shall have no warranty obligation or liability with respect to (a) any Nuance Product that (i) is damaged through no fault of Nuance; (ii) is modified by anyone other than Nuance; (iii) is used for any purpose other than its intended purpose (as specified in the Documentation); (iv) is used with equipment not specified as compatible with the Nuance Product in such Nuance Product's Documentation; (v) is used with software not specified as compatible with said Nuance Product in the Nuance Product's Documentation; (vi) Customer fails to properly install or maintain; (b) any computer malfunction not attributable to the Nuance Products or Nuance; (c) any incorrect use of the Nuance Products; or (d) any willful misconduct or negligent action or omission of Customer.

10.4.   Disclaimer. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 10 ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NUANCE HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND/OR NON- INFRINGEMENT AND TITLE. NUANCE DOES NOT WARRANT THAT THE SOFTWARE, EQUIPMENT OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. NUANCE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY EQUIPMENT. NUANCE'S SOLE OBLIGATION WITH RESPECT TO ANY THIRD PARTY SOFTWARE AND/OR THIRD PARTY EQUIPMENT SHALL BE TO MAKE COMMERCIALLY REASONABLE EFFORTS TO ASSIST CUSTOMER TO ENFORCE THE WARRANTIES EXTENDED BY THE MANUFACTURER OF THE APPLICABLE THIRD PARTY SOFTWARE AND/OR THIRD PARTY EQUIPMENT, IF ANY.

11. Limitation of Liability.

11.1.   Disclaimer. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3.1 [Software] (3.1.1 – 3.1.3), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL,

INCIDENTAL, INDIRECT, CONSEQUENTIAL, COLLATERAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF COVER, COST OF DELAY, OR DAMAGES TO BUSINESS REPUTATION), HOWEVER CAUSED, REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Maximum —Liability. NUANCE'S MAXIMUM CUMULATIVE LIABILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT (INCLUDING ANY ORDER), REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL FEES ACTUALLY RECEIVED BY NUANCE WITH RESPECT TO THE ORDER (LESS ANY REFUNDS OR CREDITS), FOR THE APPLICABLE SOFTWARE, EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM, IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THE LIMIT ON LIABILITY. HOWEVER, THE LIMITATIONS STATED IN THIS SECTION SHALL NOT APPLY TO 12 (12.1 – 12.4).

11.3. Third Party Suppliers. UNDER NO CIRCUMSTANCES SHALL NUANCE'S THIRD PARTY SUPPLIERS OF ANY COMPONENT OR PORTION OF THE SOFTWARE OR NUANCE EQUIPMENT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES, DIRECT OR OTHERWISE. SUCH THIRD PARTY SUPPLIERS ARE THIRD PARTY BENEFICIARIES OF THIS SECTION 11.3.

11.4. Essential Basis. THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND, ABSENT ANY OF SUCH DISCLAIMERS, EXCLUSIONS OR LIMITATIONS OF LIABILITY, THE PROVISIONS OF THIS AGREEMENT DISCLAIMERS set forth in this Section 11 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

12. Intellectual Property Infringement.

12.1 Duty to Defend. Customer shall notify Nuance within five (5) business days of any claim made or suit brought against Customer by an unaffiliated third party alleging that Customer's use of the Software as authorized by this Agreement infringes such third party's United States patent, trademark or copyright (each, a "Claim"). If Customer promptly authorizes Nuance in writing to assume the defense of such a Claim, which authorization shall not be unreasonably withheld or unduly delayed, Nuance will at its own expense conduct and control the defense of the claim or at its option

90 OF 99   EXHIBIT E
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 282 of 373

settle the Claim, and will indemnify Customer from any resulting judgment of the Claim finally awarded against Customer by a court of competent jurisdiction, provided, however, that any settlement or compromise shall provide for a full release of Customer. Nuance will not be liable for costs and expenses Customer incurs in defending a Claim before authorizing Nuance to defend the Claim and will not defend or indemnify a Claim unless Customer provides Nuance with timely authorization to the defend the Claim and reasonable cooperation and assistance.

12.2. Remedies. If a court of competent jurisdiction makes a determination that any Software infringes, or if Nuance, in its reasonable opinion, determines that the Software likely infringes, Nuance, at its option and expense, shall: (i) modify the infringing portion of the Software so as to make it non- infringing; (ii) replace the infringing Software with a non- infringing program having substantially similar functionality; (iii) obtain the right to continue using the infringing portion of the Software; or (iv) terminate Customer's rights with respect to the infringing Software and refund Customer the Fees paid for the affected Software prorated over a five-year period from the delivery date.

12.3. Exclusions. Nuance's obligations under this Section 12 shall not apply to the extent of any Claim or infringement resulting from (i) Customer's continued use of the infringing Software after receipt of notice from Nuance of a claim or after receipt of the remedy required of Nuance under this Section 12; (ii) modifications to the Software by any party other than Nuance; (iii) modifications to the Software made pursuant to Customer's express instructions; (iv) combination or use of the Software with other products, processes or materials if the Software itself does not infringe; or (v) Customer's use of the Software other than in accordance with the terms of this Agreement. Customer shall indemnify, defend and hold Nuance harmless (including all costs and attorneys' fees) against any claims concerning infringement brought against Nuance allegedly arising from any of the foregoing.

12.4. Exclusive Remedy. Nuance's obligations set forth in this Section 12 shall constitute the sole liability of Nuance, and the sole and exclusive remedy of Customer, with regard to any claims, actions, suits or proceedings concerning intellectual property rights.

13. Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws. The Parties agree to submit all disputes related to this Agreement to the courts in the Commonwealth of Massachusetts, to which, each Party consents to the jurisdiction of such courts and waives any objection it may have with respect to venue.

14. Miscellaneous.

14.1. Injunctive Relief. The Parties agree that remedies at law may be inadequate to protect against a breach of Sections 3.1 (3.1.1 – 3.1.3), 8, 9 and 14.9 hereof and both Parties hereby agree to grant injunctive relief in favor of the other Party without proof of actual damages for any breach of those sections.

14.2. Export. Where applicable, each Party agrees to comply with all export laws and restrictions and regulations that the Department of Commerce or other United States or foreign agency

1 or authority issues, and not to knowingly export, or allow the export or re-export in violation of any such
2 restrictions, laws or regulations, or without all required licenses and authorizations.

3   14.3.   Independent Status of Parties. Nothing contained in this Agreement, nor in the
4 relationship created thereby, shall be interpreted to evidence a joint venture, partnership or principal-
5 agent relationship between Nuance and Customer. Neither Party shall have any right or authority to act
6 on behalf of, or incur any obligation for, the other Party.

7   14.4.   Publicity. Nuance may, with Customer's written consent, include Customer's name in
8 Nuance's Customer list, and may identify Customer as its Customer in its sales presentations, marketing
9 materials, advertising, promotion and similar public disclosures.

10   14.5.   Order of Precedence. The Schedules, General Terms and Conditions, Business
11 Associate Agreement, Hardware and Software Maintenance Options Terms and Conditions, and each
12 Order, as applicable and to the extent reasonably possible, shall be construed so as to be consistent with
13 each other. If the aforementioned documents cannot reasonably be construed as consistent with each
14 other, then each document shall prevail over all documents listed subsequently in the preceding
15 sentence.

16   14.6.   No Third Party Beneficiaries. Nothing in this Agreement is intended to create any
17 rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement.

18   14.7.   Assignment. Customer may not assign its rights or obligations hereunder or subcontract
19 any portion of its performance hereunder without Nuance's prior written consent.

20   14.8.   Force Majeure. Neither Party shall be responsible for delays or failure in performance
21 resulting from acts beyond the control of such Party, including without limitation, acts of God, strikes,
22 lockouts, riots, acts of war, acts of terrorism, epidemics, fire, communication line failures, power surges
23 or failures, earthquakes or other disasters. Nuance shall not be liable for delays or for failure to
24 manufacture and/or deliver due to causes beyond its reasonable control.

25   14.9. Business Associate. Customer and Nuance agree that Nuance is a subcontractor to the
26 Authorized Reseller with respect to the Nuance Products that Nuance provides to Customer pursuant to
27 Orders. Therefore, Nuance agrees to comply with the terms and conditions of the Business Associate
28 Agreement between Authorized Reseller ("Cerner") and Customer when it creates, maintains, or
29 receives on behalf, or from, Customer in the performance of this Agreement, a copy of which is attached
30 as Exhibit B. Nuance also acknowledges that Nuance is currently a party to an existing Business
31 Associate Agreement between Nuance and Authorized Reseller ("Cerner").

32   14.10.   Notice. All notices hereunder shall be sent to the parties at their respective addresses
33 first set forth above, or at such other addresses as they may designate by written notice. Customer shall
34 also send a copy of all notices it sends to Nuance to Nuance's General Counsel at 1 Wayside Road,
35 Burlington, MA 01803. All notices shall be deemed to have been given when (i) delivered personally,
36 (ii) sent via certified mail (return receipt requested), (iii) sent fax (all with confirmation of receipt), or
37 (iv) sent via recognized air courier service.

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CERNER CORPORATION

14.11. **Amendments.** This Agreement may not be modified or amended except by a written document signed by the authorized representatives of both Parties.

14.12. **Waiver.** Any failure to insist on the exact performance of any provision of this Agreement shall not constitute a waiver of any rights by either Party, all of which are hereby expressly reserved.

14.13. **Severability.** If any of the provisions of this Agreement shall be or become invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Agreement.

14.14. **Construction of Agreement.** This Agreement will not be presumptively construed for or against either Party. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Agreement may be executed in multiple counterparts //

and delivered by facsimile transmission, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14.15. **Authorized Reseller.** Nuance has signed agreements with certain organizations to promote, market and resell certain software licenses, equipment, and services (each, an "Authorized Reseller"). Each such Authorized Reseller remains independent and separate from Nuance. Nuance is not responsible for the actions, statements or recommendations of Authorized Reseller or any obligations such Authorized Reseller has to Customer. In the event Customer purchases Software licenses, and associated Equipment and Services, from an Authorized Reseller pursuant to an Order under this Agreement, the terms of this Agreement will be modified with respect to each such Order as follows:

• Customer shall be invoiced by, and shall pay to, such Authorized Reseller the Software license fees, Equipment fees, Profession Services fees, Training Services fees, and first-year Maintenance Services fees related to each such Order, as indicated in said Order, and shall reimburse such Authorized Reseller for all applicable taxes and assessments related thereto.

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14.16. **Entire Agreement.** This Agreement constitutes the sole and complete agreement between the parties with regard to its subject matter. Neither Party shall be subject to any provisions of any pre-printed purchase order, or any Customer policies, regulations, rules, or the like, including those set forth in any Customer sponsored registration system, regardless if such requires affirmative acknowledgement from a Nuance representative. In the event that Customer's use of the Software requires Customer to agree to a click-through agreement, Nuance agrees that the terms of this Agreement supersede and govern Customer's use of the Software.

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PASS-THROUGH PROVISIONS IMPRIVATA, INC.
User License Agreement ("EULA") for Imprivata Software

A. **IMPORTANT-READ CAREFULLY**: Prior to acknowledging your acceptance, be sure to carefully read and understand all of the rights and restrictions described in this Imprivata End-User License Agreement ("Agreement"). This Agreement is a legal agreement between you and Imprivata, Inc. for the Imprivata Software. By installing any Imprivata Software you (either you as an individual or, if the Software will be used by an entity, on behalf of that entity) represent and agree that you have the capacity and authority to bind yourself or, if applicable, the applicable entity, to the terms of this Agreement and agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not install the Software. Any terms and conditions in a purchase order (or in any similar document) which are in addition to, or conflict or are inconsistent with these terms are hereby and superseded by the terms contained herein.

B. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

C. DEFINITIONS.

1. "Appliance" means either a Physical Appliance or Virtual Appliance.

2. "Clinic(s)" means any healthcare facility, external to an inpatient acute care facility, delivering healthcare services that do not contain Licensed Beds. "Computer" means a computer, workstation, terminal, handheld PC, pager, "smart phone" or other digital electronic device to be networked to an Appliance.

3. "Confirm ID" means Imprivata's proprietary secure signing solution for electronic prescribing of controlled substances (EPCS) which includes a comprehensive platform for provider identity proofing, supervised enrollment of credentials, two factor authentication, and auditing.

4. "Imprivata Quote" means the supplemental document issued by Imprivata, which specifies the Imprivata Products and Services and any applicable Third Party Software and/or Hardware to be purchased by you, and the price associated with each.

5. "Licensed Beds" means each of the beds for you have been licensed by the State in which the applicable Named Hospital resides.

6. "Named Hospital" shall mean each named hospital wholly owned by you or controlled by you containing Licensed Beds as specifically set forth; (i) in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller and/or (ii) as indicated in PatientSecure Management Tool (Admin Console). For purposes herein "control" means (i) the power to elect a majority of the directors or similar officers of an entity, or (ii) the power by contract to operate or manage the day-to-day operations of a health care facility.

7. "OneSign" means any or all of the following Imprivata proprietary secure signing software programs (as applicable); (i) Single Sign On (SSO), (ii) Authentication Management (AM) and (iii) Single Sign On/Authentication Management (SSO/AM).

8. "OneSign Options" means any or all of the following Imprivata proprietary OneSign option modules: (i) Self Service Password Management Software (SSPW), (ii) Finger Biometric Identification (FBID), (iii) Vasco Authentication (Vasco), (iv) Secure Walk Away (SWA), and (v) Virtual Desktop Access (VDA).

9. "PatientSecure" means Imprivata's proprietary biometric identification management system software program.

10. "Physical Appliance" means an Imprivata physical hardware appliance that uses physical processors.

11. "Products" means the Software, the Appliances and Imprivata branded hardware devices, individually or collectively.

12. "Services" means Support services and/or other purchased professional implementation and training services, as applicable.

13. "Software" means (i) the object code version of the applicable Imprivata proprietary software product, (ii) all modules, interfaces, updates and enhancements, thereto that are provided to you, (iii) any customized features and functions provided by Imprivata pursuant to this Agreement, and (iv) all printed materials and online or electronic documentation provided to you. The Software may be provided with Third Party Code which interoperates with the Software but which is not a part of the Software and is not licensed hereunder.

14. "Support" means the services that Imprivata provides to maintain and support the Imprivata Software, which services are further described in Section 10.

15. "Third Party Code" means the additional third party software included in the Appliance that is licensed directly to you by third parties. To use such additional Third Party Code you must accept any licensing terms separately provided for such Third Party Code. Imprivata warrants that the Appliance, as a whole with the Third Party Code, will comply with the warranties set forth below, and Imprivata's indemnification obligations set forth below apply to the Appliance as a whole with the Third Party Code.

16. "Third Party Hardware" means hardware that is proprietary to a third party (excludes Imprivata branded devices).

17. "User" means a named individual authorized by you to use the Software pursuant to a license of the applicable Software purchased (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller). A separate license must be purchased for each user who uses the Software, regardless of whether the user is actively using the Software at any given time (i.e. the Software is not licensed on a concurrent user basis).

18. "Virtual Appliance" means Imprivata virtual (or otherwise emulated) appliance that uses virtual processors.

D. LICENSE GRANT. Subject to your compliance with the terms of this Agreement (including payment of all applicable fees to Imprivata or its authorized reseller), Imprivata hereby grants to you a

95 OF 99
EXHIBIT E
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057
Page 287 of 373

limited, non-exclusive, perpetual (excluding term-based licenses), non-transferable, non-sub-licensable license to permit your employees, independent contractors, consultants, and outsourced workers (in each case performing services for you) to access and use the applicable Software license purchased by you (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller) in object code, provided such use is strictly in accordance with the applicable Software license grant specified below and is solely for your internal business purposes.

1. Imprivata OneSign, OneSign Options & Confirm ID. The following license grant set forth in this Section 2 (a) shall apply to OneSign, OneSign Options and Confirm ID licensed on a perpetual basis:

a. Subject to the terms and conditions of this Agreement, Imprivata hereby grants you a license for each User license purchased for Imprivata OneSign, OneSign Options and/or Confirm ID (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller) to access and use Imprivata OneSign, OneSign Options and/or Confirm ID as prescribed in this Agreement and the published user documentation. You may install and use that applicable portion of the Imprivata OneSign and/or the OneSign Options (as designated in the published user documentation) on the number of Computers matching the number of Computer licenses purchased (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller) in conjunction with permitted use of the Appliance. All Imprivata OneSign and OneSign Options Software must be used in conjunction with an Appliance.

2. Imprivata PatientSecure. The following license grant set forth in this Section 2 (b) shall apply to thePatientSecure Software:

a. Subject to the terms and conditions of this Agreement, Imprivata hereby grants you a license to access and use the Imprivata PatientSecure Software, provided that the Imprivata PatientSecure Software may only be used at; (i) the Named Hospital(s) and/or (ii) the number of Clinics matching the number of Clinic licenses purchased by you for Imprivata PatientSecure (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller). The license fee for Imprivata PatientSecure (for Named Hospitals only) is determined by the number of then-current Licensed Beds at the time of your purchase for all Named Hospitals indicated. In the event the Licensed Beds increases, you shall pay Imprivata additional license and support fees for all additional Licensed Beds, based on Imprivata's then-current price list at the time of any such increase.

3. Imprivata Term-Based Licenses. If you purchased a term-based Software license (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller) the license terms set forth in 2 (a) and/or 2 (b) shall apply (as applicable), provided, however, said term-based Software license shall commence on delivery of the Software and continue for the duration of the license term (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller). At the end of such license term, if the Software license is not renewed by you, then the license for such term-based Software shall terminate. The license key

1 distributed by Imprivata to you for any term-based Software license is programmed to expire at the end

2 of the applicable license term at which point the term-based Software cannot be accessed or used.

3   4.   Imprivata Cloud Token Service. If you purchased Imprivata Software which utilizes

4 Imprivata's cloud token service (the "Cloud Service"), such Cloud Service is a hosted service offering

5 owned and operated by Imprivata. The Cloud Service provides authentication methods to the Imprivata

6 ID mobile application or by means of a onetime password (OTP) delivered via SMS text (requires a

7 mobile SMS text plan) to your User's mobile device (as applicable). Subject to the terms of this

8 Agreement and provided the Cloud Service is then made commercially available by Imprivata, you are

9 granted a nonexclusive, nontransferable, and limited right to allow your Users via the Internet to access

10 and use the Cloud Service in conjunction with a licensed version of the Imprivata Software utilizing the

11 Cloud Service. Your use of the Cloud Service is solely for your internal business purposes in a manner

12 consistent with the published user documentation. The Imprivata Software which utilizes the Cloud

13 Service requires the download and enrollment of the Imprivata ID mobile application by you as well as

14 an active connection to the Internet from your User's mobile device (via Wi-Fi or cellular data).

15 Imprivata represents and warrants that it will provide the Cloud Service in all material respects in

16 accordance with the published user documentation. You must notify Imprivata of any deficiencies

17 within 30 days of your first use of the Cloud Services. For any breach of the aforementioned warranty,

18 your exclusive remedy and Imprivata's entire liability shall be for Imprivata to use commercially

19 reasonable efforts to correct the deficient Cloud Services. Imprivata shall not be liable for the

20 unavailability of the Cloud Service if, and to the extent, such unavailability is due to one or more of the

21 following circumstances:

22   a.   (hostile network attacks;

23   b.   deficiencies caused by the Internet;

24   c.   force majeure events;

25   d.   scheduled or emergency maintenance, provided that written notice of such scheduled

26 maintenance is provided to you by Imprivata.

27   5.   Restrictions. You may reproduce one copy of the Software solely for back-up purposes.

28 You may not use theSoftware to provide timesharing, service bureau, subscription or managed service,

29 hosting, rental or similar services. Except as expressly set forth herein, you may not copy, translate,

30 modify or adapt the Software, or any portion thereof, or incorporate it, in whole or any part, in any other

31 product, create derivative works based on the Software, or any portion thereof, or license others to

32 reproduce any copies of the Software, or any portion thereof, and may not decompile, disassemble or

33 reverse engineer the Software, or any component thereof except as permitted by law, and then only after

34 having previously requested in writing from Imprivata the interoperability information you are

35 attempting to obtain. You will ensure that no proprietary notices affixed to or displayed on the Software

36 will be removed or modified.

37   6.   Oracle Disclaimer. Some of the Software contains software licensed by Imprivata from

Oracle America, Inc. ("Oracle"). As to that software, Oracle is a third party beneficiary of this Agreement and, to the extent permitted by applicable law, Oracle disclaims any liability to you for (a) any damages, whether direct, indirect, incidental, or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Software. Notwithstanding Oracle's disclaimer, all such software is Software warranted by Imprivata and subject to Imprivata's indemnity obligations, all as set forth in this Agreement.

7. Right to Audit. At Imprivata's written request not more frequently than once during any 12 month period, you agree that your Chief Financial Officer (or person holding equivalent office) shall provide a written certification to Imprivata of the statement of the total number of Users, Computers, Named Hospitals or Clinics using each Imprivata Software product then licensed by you. If you fail to provide such certification within thirty (30) days after Imprivata's request, you consent to Imprivata auditing you to ascertain the number of Users, Computers, Named Hospitals or Clinics, as applicable, such audit to be conducted by an independent auditor during your standard business hours and at your expense. If the inspection reveals an underpayment of any license fees, you shall pay to Imprivata the deficit.

E. LIMITED SOFTWARE WARRANTY.

1. Imprivata warrants (a) that the Software will conform substantially to Imprivata's published user documentation as of the date of the Software delivery to you for a period of sixty (60) days thereafter and (b) that it will provide any services agreed to between the parties in a good and workmanlike manner consistent with industry standards. This warranty is a limited warranty. It does not apply to (a) Software and other products identified in their product description as being sold or licensed "as-is" or (b) Software and other products identified as "beta" or "pre-release" or the like; all of which are supplied on an "as-is" basis without any warranty of any sort. Imprivata will have no obligation hereunder if the alleged defect is due to (x) causes not within Imprivata's control, including accident, alteration, abuse, misuse or repair not performed by Imprivata or (y) use of the Software other than in accordance with its published specifications. Imprivata's sole liability, and your sole and exclusive remedy, for any breach of the foregoing Software warranty is that Imprivata shall, at its option, repair or replace the Software so that it conforms to the limited warranty set forth above or terminate this Agreement and, refund to you the price paid therefore. For any breach of the foregoing services warranty, Imprivata's sole liability, and your sole and exclusive remedy shall be for Imprivata to re-perform such services, provided you notify Imprivata in writing of any such breach within thirty (30) days after the performance of any nonconforming services.

2. IMPRIVATA MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE SOFTWARE OR THE SERVICES AND ALL OTHER WARRANTIES AS TO QUALITY, CONDITION, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. The Software is not warranted to be error free. You will have sole

98 OF 99
EXHIBIT E
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION
HCA ASR 17-001057
Page 290 of 373

responsibility for the adequate protection and backup of your data and/or equipment used with the Software. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, AND COUNTRY TO COUNTRY.

F. CONFIDENTIALITY.

1. Each party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to (i) prevent use of the other party's Confidential Information for any purpose other than to carry out its rights and obligations hereunder, and (ii) prevent the disclosure of the other party's Confidential Information other than to its employees or contractors who must have access to such Confidential Information for such party to exercise its rights and perform its obligations hereunder and who each agree to be bound by agreements with a duty of confidentiality no less protective of confidential information than provided herein, and each party shall be responsible to ensure that its employees and consultants comply with the restrictions set forth herein. "Confidential Information" shall mean information furnished or made available directly or indirectly by the disclosing **party** to the receiving party which (x) is marked confidential, proprietary, or with a similar designation; (y) in the case of information given orally or visually, is reduced to a written summary marked with an appropriate restrictive legend and delivered to the receiving party within two (2) weeks after it is furnished hereunder or (z) should be reasonably understood by the receiving party to be the confidential or proprietary information of the disclosing party; without limiting the foregoing, the Software and the results of benchmark and other tests run by you and resulting from use of the Software shall be deemed to be Imprivata's Confidential Information.

2. The parties' obligations set forth in this section shall not apply with respect to any portion of the Confidential Information that: (i) was in the public domain at the time it was communicated to the receiving party; (ii) entered the public domain through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is independently developed by the receiving party without use of the Confidential Information; (v) consists of generalized ideas, concepts, know-how or techniques in intangible form that is incidentally retained in the unaided memories of persons who have had authorized access to Confidential Information (provided that this exception shall not be construed to grant to either party a license to the other party's copyrights or patents beyond those otherwise granted in this Agreement); (vi) is disclosed under operation of law, except that the receiving party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and will, if legally permitted, provide the other party prompt notice of such possible disclosure prior to disclosure in order to allow an opportunity to contest such disclosure; or (vii) is disclosed with the other party's prior written approval.

G. LIMITATION OF LIABILITY. EXCEPTING ONLY IN THE EVENT OF A BREACH BY YOU OF SECTION 2 ("LICENSE GRANT") OR A BREACH BY EITHER PARTY OF SECTION 4 ("CONFIDENTIALITY"), NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL,

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SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, FORESEEABLE OR UNFORESEEABLE, OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOST OR DAMAGED DATA OR SOFTWARE, LOSS OF USE OF PRODUCTS, OR DOWNTIME) ARISING FROM THE SALE, DELIVERY OR USE OF THE APPLIANCES, PERFORMANCE OF ANY SERVICES OR ANY OTHER ACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IMPRIVATA'S MAXIMUM LIABILITY TO YOU, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE FEES PAID AND PAYABLE BY YOU TO IMPRIVATA OR ITS AUTHORIZED RESELLER DURING THE PRECEDING TWELVE MONTH PERIOD. MONETARY DAMAGES AS LIMITED BY THIS SECTION SHALL SERVE AS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM UNDER THIS AGREEMENT FOR WHICH AN EXCLUSIVE REMEDY IS NOT PROVIDED, AND AS YOUR SOLE AND EXCLUSIVE ALTERNATIVE REMEDY SHOULD ANY EXCLUSIVE REMEDY HEREUNDER BE FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. The Software may permit the user of the Appliance to record employee information including but not limited to user names, passwords, applications accessed and other information regarding employees' network and corporate information access and usage. You agree to use and safeguard that employee information in accordance with all applicable laws, and Imprivata disclaims any liability for any damages of any kind arising in connection with your use or misuse of that employee information.

H. INTELLECTUAL PROPERTY CLAIMS. Imprivata will defend you from and against third party claims (and will indemnify you for any resulting damages, costs or liabilities awarded by a court of final jurisdiction) arising solely from a claim that the Software infringes any United States or European Union patent or any copyright rights (in or of countries that are signatories to the Berne Convention) of a third party. Imprivata's obligation is subject to your compliance with the following procedures: (a) you will promptly notify Imprivata in writing of any claim or the commencement of any suit, action, proceeding or threat that you believe will result in losses for which you will be entitled to defense, provided however, that the failure to give such prompt written notice shall not affect the indemnification provided hereunder except to the extent that such failure shall have actually prejudiced Imprivata; (b)you will tender to Imprivata (and its insurer) full authority to defend or settle any such claim; and (c) you shall cooperate in the defense of such claim. Imprivata has no obligation to indemnify you in connection with any settlement made without Imprivata's prior written consent. Imprivata will defend you against any such claim brought against you by counsel retained at Imprivata's own expense and of Imprivata's own choosing. You shall be permitted to monitor the defense of any such claim with counsel of your choosing at your sole cost and expense. Imprivata shall have no obligation to indemnify you for infringement claims arising in whole or in part from (1) designs, specifications or modifications originated or requested by you, (2) the combination of the Software or any part thereof with other

100 OF 99
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION
EXHIBIT E
CER02ADMK120

HCA ASR 17-001057
Page 292 of 373

equipment, software or products not supplied by Imprivata, if such infringement or misappropriation would not have occurred but for such combination, (3) your failure to install a mandatory update (and you either had knowledge or were notified by Imprivata to use such version due to a potential or existing infringement claim), where same would have avoided such claim or (4) Third Party Code used apart from the Appliance. You will indemnify and hold Imprivata harmless from and against claims that are the subject of clauses (1)-(3). In the event that the use or sale of any of the Software is enjoined or, in Imprivata's judgment may be enjoined, Imprivata will either: (i) procure for you the right tocontinue to use the Software, (ii) replace the infringing portion of the Software with a functionally equivalent product or modify it so that it becomes non-infringing, or (iii) direct you to destroy the Software, including any Software installed on your Computers, and return all media and documentation containing the software program documentation or any other materials, copies or reproductions of the foregoing, relating to the Software, and, upon receipt thereof, Imprivata shall reimburse you for (x) the price originally paid by you for any Software licensed on a perpetual license basis, reduced by five year straight line depreciation plus (y) any prepaid fees for term-based Software licenses on a pro-rata basis. Upon Imprivata's fulfillment of the alternatives set out in this section, Imprivata shall be relieved of any further obligation or liability to you as a result of any such infringement or misappropriation. THIS SECTION STATES IMPRIVATA'S ENTIRE LIABILITY TO YOU AND YOUR SOLE REMEDY FOR ANY INFRINGEMENT CLAIMS CONCERNING THE SOFTWARE.

    I.   TERM AND TERMINATION.

       1.   Term. This Agreement shall be effective until terminated by either party as follows: you may terminate the Agreement, in its entirety or only as to the term-based Software, at any time by providing Imprivata with written notice thereof; Imprivata may terminate the Agreement at any time, in its entirety or only as to the term-based Software, but only if you breach Section 2 (License Grant) or Section 4 (Confidentiality). Upon any such termination, all licenses granted herein (or, if the termination is effective only as to the term-based Software, the licenses for such term-based Software) shall become null and void and you must immediately cease using, and destroy all copies of, all the Software or, if applicable, the term-based Software.

       2.   Effect of Termination. The termination of this Agreement shall not relieve either party from its obligation to pay any sums accrued under this Agreement prior to such termination and the parties' rights and obligations under any provisions hereof that contemplate performance subsequent to any termination of this Agreement, including without limitation the provisions regarding Confidentiality, Limitation of Liability, shall survive termination of this Agreement without limiting the foregoing, and excepting only as set forth in Section 6, in no event shall any fees for the Software, including any pre-paid fees for the term-based Software, be refunded to you. Upon the termination of this Agreement, both parties shall promptly, and in any event within thirty (30) days following termination, return to the other party all property and Confidential Information belonging to the other, in all forms partial and complete, in all types of media and computer memory, and whether or not merged with other materials, or, to the

extent such return is not reasonably practical, will destroy the foregoing and provide the originating party with a certificate by an officer of the company certifying destruction.

J. EXPORT RESTRICTIONS. You are solely responsible for complying with applicable export and import regulations, securing any necessary export or import license(s), obtaining local customs clearance and paying all duties, taxes and other charges. You represent and warrant to Imprivata that you will not export the Software or any portion thereof in violation of applicable laws or regulations. You agree to indemnify and hold Imprivata harmless from and against claims, losses, costs, or liability, arising in connection with your breach of this Section.

K. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting in part of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12,212 and 48C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/Manufacturer is: Imprivata, Inc., 10 Maguire Road, Lexington, MA 02421- 3120 U.S.A.

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L. SUPPORT. You may receive Support on an annual basis commencing with shipment of your Software if you are purchasing Imprivata Support from Imprivata or an Imprivata authorized reseller. At the end of the initial year of Support, or any subsequent anniversary thereof, Support shall automatically renew for successive twelve month periods unless you or Imprivata (or its reseller, as applicable) provides the other with written confirmation of nonrenewal at least thirty (30) days prior to the expiration of the then applicable annual Support period. Notwithstanding the foregoing, Imprivata (or its reseller, as applicable) shall not terminate Support without cause if Imprivata (or its reseller, as applicable) is then providing Support to other similarly situated customers, provided that Imprivata (or its reseller, as applicable) may, with not less than sixty (60) days' notice, change the Support descriptions or pricing effective at the start of the next annual term hereunder. Imprivata or its authorized reseller will invoice you for the renewal not less than thirty (30) days prior to the end of the then applicable annual Support period; payment will be due as of the commencement of the then applicable annual Support period and Imprivata or its reseller may terminate Support if you fail to make the applicable payment within thirty (30) days thereafter. While you participate in Support, Imprivata will provide you (i) telephone and email based technical support in accordance with the Support level purchased and (ii) all new maintenance releases to the Software when and if available (additional information is available at http://www.imprivata.com/support/customer-center. Imprivata shall not be required to provide Support on any Software (a) for more than twelve months after its general release, or (b) more than one release behind the currently shipping release of the Software. Any software provided to you pursuant to Support shall be provided as Software licensed under the terms of this Agreement. Notwithstanding the foregoing, Support for a term-based Software license is included in the Software

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102 OF 99   EXHIBIT E
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 294 of 373

license cost and shall commence on delivery of the Software and continue for the duration of the license term.

M. HIGH RISK ACTIVITIES. The Appliance is not fault-tolerant and is not developed or intended for use – including evaluation or trial use –in hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, direct life support machines or weapons systems, or any other application in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damages ("High Risk Activities"). Imprivata specifically excludes any express or implied warranty of fitness for High Risk Activities.

N. EQUITABLE RELIEF. You agree that, because of the proprietary nature of the Software, Imprivata's remedies at law for a breach by you of your obligations under this Agreement will be inadequate and that Imprivata shall, in the event of a breach or threatened breach, be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to all other remedies provided under this Agreement or available at law.

O. GENERAL.

1. This Agreement (and any purchase orders) contains the entire agreement of the parties with respect to the transactions contemplated by this Agreement and supersedes all prior and contemporaneous agreements, representations and understandings, whether written or oral. No modification or waiver of any provision hereof is effective unless in writing and signed by each party. Imprivata shall not be subject to any provisions of any preprinted purchase order, or any of your policies, regulations, rules, or the like, including those set forth in any of your sponsored registration system (collectively, "Policies"), even if such Policies require affirmative acknowledgement from a Imprivata representative.

2. This Agreement is binding upon and inures to the benefit of the parties, their successors and permitted assigns. Neither party may assign or transfer its rights hereunder without the other party's prior written consent, provided that Imprivata may assign this Agreement in connection with a merger or consolidation or the sale of all or substantially all of its assets or stock.

3. This Agreement and the rights and obligations of the parties will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts in the United States. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) as adopted by any state are specifically excluded from application hereunder.

4 The failure of either party to enforce any of the terms hereof will not be construed as a waiver of future enforcement of that or any other term. Neither party is responsible for any delays or failure in performance (except for payment of money) due to any cause beyond the party's reasonable control. If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of this Agreement

103 OF 99
EXHIBIT E
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057
Page 295 of 373

shall not be affected thereby and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Section headings used in this Agreement are intended for convenience only and shall not affect the interpretation or construction of this Agreement.

5.   The parties acknowledge that Imprivata is an independent contractor of yours. In no event will Imprivata or any of its employees be deemed a joint venture party, partner, employee, or agent of yours by virtue of this Agreement.

6.   Imprivata may from time to time, prior to or during the term of this Agreement, disclose to you information related to planned future products, features or enhancements. Imprivata's development efforts and plans are subject to change at any time, without notice; Imprivata provides no assurances that Imprivata will introduce any such future products, features or enhancements and assumes no responsibility to introduce such products, features or enhancements. You acknowledge that your current purchasing decisions are not made based on the reliance on any such future timeframes or specifics described to you.

QUESTIONS. Should you have any questions in regards to this Agreement, please contact Imprivata, Inc., Attention: General Counsel, 10 Maguire Road, Lexington, MA 02421-3120 U.S.A.

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EXHIBIT F

TO AGREEMENT FOR PROVISION OF

MAINTENANCE AND SUPPORT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CERNER CORPORATION

JULY 1, 2017 THROUGH JUNE 30, 2020

I. LICENSED AND SUBLICENSED SOFTWARE, EQUIPMENT MAINTENANCE AND SUPPORT INVENTORY

A. Licensed Software

Cerner Product Code	Product Description	Scope	Qty	One-Time Fee
CTP-HASCR	HA Scripts for Cerner Millennium	CPU	33	$23,100
PA-22240	Lab Imaging	Devices	3	$16,500
Licensed Software Grand Total				**$39,600**

B. Shared Computing Services

Cerner Product Code	Product Description	Scope	Qty	One-Time Fee
PY-25006C	Ignite Millennium API Setup	Domain	2	$20,000
PY-25000C	Ignite Millennium API App Installation	Each	1	$5,000
Shared Computing Services Grand Total				**$25,000**

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CERNER CORPORATION

C. Managed Services

Cerner Product Code	Product Description	Scope	Qty	One-Time Fee
CFG_CMS	CernerWorks	Each	1	
CTS-DR1TIME	Disaster Recovery One-Time Setup Fees (Cerner Hosted)	Each	1	$172,500
Managed Services Grand Total				**$172,500**

D. Equipment

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
Gen 10 DL380 Media Server with Ext SAS Ports						
868703-B21	HPE DL380 Gen10 8SFF CTO Server	1	$2,359.00	$2,359.00		
868703-B21 ABA	HPE DL380 Gen10 8SFF CTO Server	1	$973.04	$973.04		
826846-B21	HPE DL380 Gen10 4100 Xeon-S Kit	1	$550.94	$550.94		
826846-L21	HPE DL380 Gen10 4100 Xeon-S- FIO Kit	1	$550.94	$550.94		
826846-B21 0D1	Factory Integrated	1				
835955-B21	HPE 16GB 2Rx8 PC4-2666V-R Smart Kit	4	$375.18	$1,500.72		
835955-B21 0D1	Factory Integrated	4				
826708-B21	HPE DL38X Gen10 Universal Media Bay	1	$69.48	$69.48		
826708-B21 0D1	Factory Integrated	1				
872475-B21	HPE 300GB SAS 10K SFF SC DS HDD	2	$122.94	$245.88		
872475-B21 0D1	Factory Integrated	2				
726537-B21	HP 9.5mm SATA DVD-RW Jb Gen9 Kit	1	$76.47	$76.47		

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
726537-B21 0D1	Factory Integrated	1				
870548-B21	HPE DL Gen10 x8 x16 x8 Rsr Kit	1	$81.19	$81.19		
870548-B21 0D1	Factory Integrated	1				
Q0L14A	HPE SN1200E 16Gb 2p FC HBA	2	$1,397.59	$2,795.18		
Q0L14A 0D1	Factory Integrated	2				
804398-B21	HPE Smart Array E208e-p SR Gen10 Ctrlr	2	$211.53	$423.06		
804398-B21 0D1	Factory Integrated	2				
817738-B21	HPE Ethernet 10Gb 2-port 562T Adaptor	1	$450.70	$450.70		
817738-B21 0D1	Factory Integrated	1				
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	1	$60.00	$60.00		
P010D1366-B21	Factory Integrated	1				
804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	1	$321.68	$321.68		
804331-B21-0D1	Factory Integrated	1				
817745-B21	HPE Ethernet 10Gb 2-port 562FLR-T Adapter	1	$355.94	$355.94		
817745-B21 0D1	Factory Integrated	1				
865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	2	$215.89	$431.78		
865414-B21 0D1	Factory Integrated	2				
733660-B21	HPE 2U SFF Easy Install Rail Kit	1	$53.68	$53.68		
733660-B21-0D1	Factory Integrated	1				
HA113A1	HP Installation Service	1				
HA113A1 5A6	HPE 300 Series Installation Service	1			$227.29	
GEN10 Linux Database Memory						
869854-B21 ABA	HPE DL580 Gen10 CTO Svr	2	$3,321.09	$6,642.18		

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
878148-B21	HPE DL580 Gen10 Xeon-Plat8156(3.6GHz/4c) Proc Kit	4	$7,517.28	$30,069.12		
878148-B21 0D1	Factory Integrated	4				
878148-B21 L21	HPE DL580 Gen10 Xeon-Plat 8156 (3.6GHz/4c) FIO Proc	2	$8,396.37	$16,792.74		
815101-B21	HPE 64GB 4Rx4 PC4-2666V-L Smart Kit	32	$1,349.87	$43,195.84		
815101-B21 0D1	Factory Integrated	32				
868818-B21	HPE 480GB SATA 6G RI SFF SC DS SSD	4	$510.17	$2,040.68		
868818-B21 0D1	HPE 480GB SATA 6G RI SFF SC DS SSD Factory Integrated	4				
872340-B21	HPE DL580 Gen10 9-slot 6x8/3 x16 Second Riser Kit	2	$445.20	$890.40		
872340-B21 0D1	Factory Integrated	2				
878214-B21	HPE DL580 Gen10 7-slot Pri Riser Kit	2	$201.10	$402.20		
878214-B21 0D1	Factory Integrated	2				
830824-B21	HPE Smart Array P408i-p SR Gen10 Ctrlr	2	$435.04	$870.08		
830824-B21 021	Factory Integrated	2				
Q0L14A	HPE SN1200E 16Gb 2p FC HBA	4	$1,456.23	$5,824.92		
Q0L14A 0D1	Factory Integrated	4				
817738-B21	HPE Ethernet 10Gb 2-port 562T Adapter Kit	4	$460.28	$1,841.12		
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	2	$65.05	$130.10		
830272-B21	HPE 1600W FS Plat Ht Plg LH Pwr Sply Kit	8	$244.32	$1,954.56		
830272-B21 0D1	Factory Integrated	8				
869872-B21	HPE Gen10 4U Bezel Kit	2	$109.58	$219.16		

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CERNER CORPORATION
CER02ADMK120

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
872222-B21	HPE DL5x0 Gen10 CPU Mezz Kit	2	$963.19	$1,926.38		
872222-B21 0D1	Factory Integrated	2				
868703-B21 ABA	HPE DL380 Gen10 8SFF CTO Server	4	$1,598.16	$6,392.64		
826858-L21	HPE DL380 Gen10 5122 Xeon-G FIO Kit	4	$1,490.24	$5,960.96		
815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	32	$554.68	$17,749.76		
815100-B21 0D1	Factory Integrated	32				
826708-B21	HPE DL38X Gen10 Universal Media Bay	4	$71.16	$284.64		
826708-B21 0D1	Factory Integrated	4				
868818-B21	HPE 480GB SATA 6G RI SFF SC DS SSD	8	$510.17	$4,081.36		
868818-B21 0D1	HPE 480GB SATA 6G RI SFF SC DS SSD Factory Integrated	8				
726537-B21	HPE 9.5mm SATA DVD RW Jb Gen9 Kit	4	$88.54	$354.16		
726537-B21 0D1	Factory Integrated	4				
Q0L14A	HP SN1200E 16Gb 2p FC HBA	8	$1,456.23	$11,649.84		
Q0L14A 0D1	Factory Integrated	8				
817738-B21	HPE Ethernet 10Gb 2-port 562T Adapter	4				
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	4	$65.05	$260.20		
804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	4	$271.61	$1,086.44		
804331-B21 0D1	Factory Integrated	4				
817745-B21	HPE Ethernet 10Gb 2-port 562FLR-T Adapter	4	$374.39	$1,497.56		
865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	8	$179.09	$1,432.72		
865414-B21 0D1	Factory Integrated	8				

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CERNER CORPORATION

CER02ADMK120

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Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
867809-B21	HPE Gen10 2U Bezel Kit	4	$56.20	$224.80		
733660-B21	HPE 2U SFF Easy Install Rail Kit	4	$73.67	$294.68		
733660-B21 0D1	Factory Integrated	4				
868703-B21 ABA	HPE DL380 Gen10 8SFF CTO Server	1	$1,598.16	$1,598.16		
826864-L21	HPE DL380 Gen10 6128 Xeon-G FIO Kit	1	$2,192.25	$2,192.25		
815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	8				
815100-B21 0D1	Factory Integrated	8	$554.68	$4,437.44		
826708-B21	HPE DL38X Gen10 Universal Media Bay	1	$71.16	$71.16		
826708-B21 0D1	Factory Integrated	1				
868818-B21	HPE 480GB SATA 6G RI SFF SC DS	2	$510.17	$1,020.34		
868818-B21- 0D1	HPE 480GB SATA 6G RI SFF SC DS Factory Integrated	2				
726537-B21	HPE 9.5mm SATA DVD-RW Jb Gen9 Kit	1	$88.54	$88.54		
726537-B21 0D1	Factory Integrated	1				
Q0L14A	HPE SN1200E 16Gb 2p FC HBA	2	$1,456.23	$2,912.46		
Q0L14 0D1	Factory Integrated	2				
817738-B21	HPE Ethernet 10Gb 2-port 562T Adapter	1	$460.28	$460.28		
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	1	$65.05	$65.05		
804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	1	$271.61	$271.61		
804331-B21 0D1	Factory Integrated	1				
817745-B21	HPE Ethernet 2-port 562FLR-T Adapter	1	$374.39	$374.39		
865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	2	$179.09	$358.18		

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CERNER CORPORATION

CER02ADMK120

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
865414-B21 0D1	Factory Integrated	2				
867809-B21	HPE Gen10 2U Bezel Kit	1	$56.20	$56.20		
733660-B21	HPE 2U SFF Easy Install Rail Kit	1	$73.67	$73.67		
733660-B21 0D1	Factory Integrated	1				
P9Q39A	HPE G2 Basic Mdlr 4.9kVA/C19 NA/JP PDU	2	$109.64	$219.28		
HF385A1	CTO HP CP SVC FOR PROLIANT TRAINING	2	$836.00	$1,672.00		
P9Q66A	HPE G2 IEC C20 Input/(8)C13 ExpanOutlets/PDUExtenBar	2	$48.74	$97.48		
HA113A1	HP Installation Service	1				
HA113A1 5A1	HPE 500 Series Installation Service	2			$953.21	
HA113A1 5A6	HPE 300 Series Installation Service	5			$1,654.91	
869854-B21	HPE DL580 Gen10 8SFF-CTO	2	$6,199.00	$12,398.00		
665240-B21-0D1	Factory Integrated	2				
6652240-B21	HP Ethernet 1GB 4-port 366FLR Adapter	2	$329.00	$658.00		
868703-B21	HPE DL380 Gen10 8SFF CTO Server	5	$2,359.00	$11,795.00		
Gen10 Linux Application Memory						
869854-B21 ABA	HP DL580 Gen10 CTO Svr	2	$3,320.31	$6,640.62		
878149-L21	HPE DL580 Gen10 Xeon-Pl 8158 (3GHz/12c) FIO Proc Kit	2	$8,395.10	$16,790.20		
878149-B21	HPE DL580 Gen10 Xeon-Plat 8158 (3GHz/12c) Proc Kit	2	$7,516.02	$15,032.04		
815101-B21	HPE 64GB 4Rx4 PC4-2666V-L Smart Kit	32	$1,349.30	$43,177.60		
815101-B21 0D1	Factory Integrated	32				
868818-B21	HPE 480GB SATA 6G RI SFF SC DS SSD	4	$510.09	$2,040.36		

EXHIBIT F
CER02ADMK120

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
868818-B21 0D1	HPE 480GB SATA 6G RI SFF SC DS SSD Factory Integrated	4				
872340-B21	HPE DL580 Gen10 9-slot 6 x8/3 x16 Second Riser Kit	2	$445.20	$890.40		
872340-B21 0D1	Factory Integrated	2				
878214-B21	HPE DL580 Gen10 7-slot Pri Riser Kit	2	$201.10	$402.20		
878214-B21 0D1	Factory Integrated	2				
830824-B21	HPE Smart Array P408i-p SR Gen10 Ctrlr	2	$434.98	$869.96		
830824-B21 0D1	Factory Integrated	2				
Q0L14A	HPE SN1200E	4	$1,455.97	$5,823.88		
Q0L14A 0D1	Factory Integrated	4				
817738-B21	HPE Ethernet 10Gb 2-port 562T Adapter	4	$460.20	$1,840.80		
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	2	$65.04	$130.08		
830272-B21	HPE 1600W FS Plat Ht Plg LH Pwr Sply Kit	8	$244.27	$1,954.16		
830272-B21 0D1	Factory Integrated	8				
869872-B21	HPE_Gen10 4U Bezel Kit	2	$109.58	$219.16		
869872-B21 0D1	Factory Integrated	2				
868703-B21 ABA	HPE DL380 Gen108SFF CTO	4	$1,598.16	$6,392.64		
826864-L21	HPE DL380 Gen10 6128 Xeon-g FIO Kit	4	$2,192.25	$8,769.00		
815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	32	$554.55	$17,745.60		
815100-B21 0D1	Factory Integrated	32				
826708-B21	HPE DL38X Gen10 Universal Media Bay	4	$71.15	$284.60		
826708-B21 0D1	Factory Integrated	4				
8688818-B21	HPE 480GB SATA 6G RI SFF SC DS SSD	8	$510.09	$4,080.72		
8688818-B21 0D1	HPE 480GB SATA 6G RI SFF SC DS SSD Factory Integrated	8				

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CERNER CORPORATION

CER02ADMK120

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
726537-B21	HPE 9.5mm SATA DVD-RW Jb Gen9 kit	4	$88.54	$354.16		
726537-B21 0D1	Factory Integrated	4				
Q0L14A	HPE SN1200E 16Gb 2p FC HBA	8	$1,455.97	$11,647.76		
Q0L14A 0D1	Factory Integrated	8				
817738_B21	HPE Ethernet 10Gb 2-port 562T Adapter	4	$460.20	$1,840.80		
P01366_B21	HPE 96W Smart Storage Battery 145mm Cable	4	$65.04	$260.16		
804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	4	$271.54	$1,086.16		
804331-B21 0D1	Factory Integrated	4				
817745-B21	HPE Ethernet 10Gb 2-port 562FLR-T Adapter	4	$374.31	$1,497.24		
865414-B21	HPE 800W FS Plat HT Plg LH Pwr Sply Kit	8	$179.06	$1,432.48		
865414-B21 0D1	Factory Integrated	8				
867809-B21	HPE Gen10 2U Bezel Kit	4	$56.19	$224.76		
733660-B21	HPE 2U SFF Easy Install Rail Kit	4	$73.67	$294.68		
733660-B21 0D1	Factory Integrated	4				
868703-B21 ABA	HP DL380 Gen10 8SFF CTO Server	1	$1,598.16	$1,598.16		
826864-L21	HPE DL380 Gen10 6128 Xeon-G FIO Kit	1	$2,192.25	$2,192.25		
8151001-B21	HPE 32GB 2Rx4 PC4-2666V-R-Smart Kit	8	$554.55	$4,436.40		
8151001-B21 0D1	Factory Integrated	8				
826708-B21	HPE DL38X Gen10 Universal Media Bay	1	$71.15	$71.15		
826708-B21 0D1	Factory Integrated	1				
868818-B21	HPE 480GB SATA 6G RI SFF SC DS SSD	2	$510.09	$1,020.18		

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
868818-B21 0D1	HPE 480GB SATA 6G RI SFF SC DS SSD Factory Integrated	2				
726537-B21	HPE 9.5mm SATA DVD-RW Jb Gen9 Kit	1	$88.54	$88.54		
726537-B21 0D1	Factory Integrated	1				
Q0L14A	HPE SN1200E 16Gb 2p FC HBA	2	$1,455.97	$2,911.94		
Q0L14A 0D1	Factory Integrated	2				
817738-B21	HPE Ethernet 10Gb 2-port 562T Adapter	1	$460.20	$460.20		
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	1	$65.04	$65.04		
804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	1	$271.54	$271.54		
804331-B21 0D1	Factory Integrated	1				
817745-B21	HPE Ethernet 10Gb 2-port 562FLR-T Adapter	1	$374.31	$374.31		
865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	2	$179.06	$358.12		
865414-B21 0D1	Factory Integrated	2				
867809-B21	HPE Gen10 2U Bezel Kit	1	$56.19	$56.19		
733660-B21	HPE 2U SFF Easy Install Rail Kit	1	$73.67	$73.67		
733660-B21 0D1	Factory Integrated	1				
P9Q66A	HPE G2 IEC C20 Input/(8)C13 ExpanOutlets/PDUExtenBar	2	$48.74	$97.48		
P9Q39A	HPE G2 Basic Mdlr 4.9kVA/C19 NA/JP PDU	2	$109.62	$219.24		
HA113A1	HP Installation Service	1				
HA113A1 5A1	HPE 500 Series Installation Service	2			$953.21	

EXHIBIT F
CER02ADMK120

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
HA113A1 5A6	HPE 300 Series Installation Service	5			$1,654.91	
HF385A1	CTO HP CP SVC FOR PROLIANT TRANING	2	$836.00	$1,672.00		
817738-B21 0D1	Factory Integrated	4	$460.20	$1,840.80		
P01366-B21 0D1	Factory Integrated	2				
869854-B21	HPE DL380 Gen10 8SFF CTO Server	2	$6,199.00	$12,398.00		
665240-B2	HP Ethernet 1GB 4-port 366FLR Adapter	2	$329.00	$658.00		
868703-B21	HPE DL380 Gen10 8SFF CTO Server	5	$2,359.00	$11,795.00		
Tech-EPCS						
HDW-IMP-1C	Imprivata Fingerprint Reader- FIPS/EPCS (Qty 25-999)	70	$145.00	$10,150.00		
MSA 2050 Dual SAS						
Q1J29A	HPE MSA 2050 SAS Dual Controller	1	$6,428.71	$6,428.71		
J9F49A 0D1	Factory Integrated	24	$0	$0		
J9F49A	HP MSA 1.8TB 12G SAS 10K 2.5in 512e HDD	24	$713.99	$17,135.76		
Q1J07A 0D1	Factory Integrated	1	$0	$0		
Q1J07A	HPE MSA 2050 SFF Disk Enclosure	1	$2,055.86	$2,055.86		
J9F49A 0D1	Factory Integrated	24	$0	$0		
J9F49A	HP MSA 1.8TB 12G SAS 10K 2.5in 512e HDD	24	$713.99	$17,135.76		
Q1J07A 0D1	Factory Integrated	1	$0	$0		
Q1J07A	HPE MSA 2050 SFF Disk Enclosure	1	$1,951.36	$1,951.36		

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
J9F49A	HP MSA 1.8TB 12G SAS 10K 2.5in 512e HDD	6	$713.99	$4,283.94		
J9F49A 0D1	Factory Integrated	6	$0	$0		
716197-B21	HP Ext 2.0m MiniSAS HD to MiniSAS HD Cbi	1	$52.03	$52.03		
HA114A1	HP Installation and Startup Service	1	$0	$0		
HA114A1 5J0	HP P2000 MSA System Installation SVC	1			$2,850.00	
Application Migration Services						
CFG_APP_MIGRATION	Application Migration Package	1				
MSL Library						
AK381A	HP MSL4048 0-Drive Tape Library	1	$3,291.75	$3,291.75		
HA114A1	HP Installation and Startup Service	1				
HA114A1 5DS	HP Install for 1 MSL5U Lib SVC	1			$2,272.88	
N7P36A	HPE MSL LTO-7-FC Drive Upgrade	3	$2,997.84	$8,993.52		
HA113A1	HP Install Service	1				
HA113A1_5DU	Add on drives and card Installation	3			$636.40	
AG330A	HP MSL Ultrium Left Magazine Kit	1	$164.59	$164.59		
AH220A	HP MSL Redundant Power Supply Kit	1	$352.69	$352.69		
AG120A	HP MSL Ultrium Right Magazine Kit	1	$129.32	$129.32		
AM495A	HP 1/8 G2 Autoloader/MSL Encryption Kit	1	$1,175.62	$1,175.62		
C7977AN	HPE LTO-7 Ultrium Non Custom Lbl 20 Pk	1	$1,295.14	$1,295.14		

EXHIBIT F
CER02ADMK120

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
Q2014A	HPE LTO-7 Ultrium RW Bar Code Label Pack	1	$41.79	$41.79		
HPE SN6010C 2ea with 48 Active Ports						
K2Q17A	HP SN6010C 48-port 16Gb FC Switch	2	$9,347.07	$18,694.14		
K2Q17A 05Y	2.4 Jumper (IEC320 C13/C14 M/F CEE 22)	2				
HA223A1-5FE	2/16 FC Installation	2			$1,212.20	
C8S72A	HP C-series 16GB FC SW SFP+ Transceiver	96	$197.18	$18,929. 28		
QK734A	HP Premier Flex LC/LC OM4 2f 5m Cbl	64	$54.30	$3,475. 20		
H2S81A1	HPE Onsite NW Conf and Int Bus Hrs	2			$8,327.74	
H2S83A1	HPE Onsite NW Conf and Int Addl Day SVC	2			$5,384.72	
JD097C	HPE X240 10G SFP+SRP+3m DAC Cable	20	$269.00	$5,380.00		
JG081C	HPE X240 10G SFP+SRP+5m DAC Cable	30	$299.00	$8,970.00		
HA113A1	HP Installation Service	1				
Technology 2 Node Cluster Cloud Appliance						
Q8D81A	HPE SimpliVity 380 Gen10 Node	2	$4,648.10	$9,296.20		
Q8D81A 001	HPE SimpliVity 380 Gen10 VMWare Solution	2	$0.52	$1.04		
826862-L21	HP DL380 Gen10 6126 Xeon-G FIO Kit	2	$2,365.68	$4,731.36		
Q8D87A	HPE SimpliVity 384G 12 DIMM FIO Kit	2	$9,310.98	$18,621.96		
Q5V86A	HPE SimpliVity 380 for 6000 Series Small Storage Kit	2	$7,678.81	$15,357.62		
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	2	$76.22	$152.44		

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
P01366-B21 0D1	Factory Integrated	2	$0	$0		
804331-B21 0D1	Factory Integrated	2	$0	$0		
804331-B21	HPE 96W Smart Array P408i-a SR Gen10 Ctrlr	2	$305.17	$610.34		
700759-B21	HP FlexFabric 10Gb 2P 533FLR-T Adptr	2	$248.21	$496.42		
700759-B21 0D1	Factory Integrated	2				
830272-B21 0D1	Factory Integrated	4				
830272-B21	HPE 1600W FS Plat Ht Plg LH Pwr Sply Kit	4	$202.03	$808.12		
867809-B21	HPW Gen10 2U Bezel Kit	2	$37.33	$74.66		
867809-B21 0D1	Factory Integrated	2				
733660-B21 0D1	Factory Integrated	2				
733660-B21	HPE 2U SFF Easy Install Rail Kit	2	$41.86	$83.72		
826706-B21	HPE DL380 Gen10 High Perf Heatsink Kit	2	$103.77	$207.54		
826706-B21 0D1	Factory Integrated	2	$0	$0		
HA114A1	HP Installation and Startup Service	1			$877.91	
HA1141 SLY	HPE Simplivity 380 HW Startup	2			$2,529.16	
HA124A1	HP Fctry Exp High End Storage Pkg 5 SVC	1				
Cisco Switches						
N9K-C93108TC-EX	Nexus 9300 with 48p 10G Base-T and 6p 100G QSFP28	2	$12,228.75	$24,457.50		
N3K-C3064-ACC-KIT	Nexus 3064PQ Accessory Kit	2				
N93-LIC-PAK	N9300 License PAK Expansion	2				
NXA-FAN-30CRM-F	Nexus 2K/3K/9K Single Fan, port side exhaust airflow	8				
NXA-PAC-	Nexus NEBs AC 650W	4				

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
650W-PE	PSU – port Side Exhaust					
CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plus North America	4				
CVR-QSFP-SFP10G=	QSFP to SFP10G Adaptor	6	$190.22	$1,141.32		
SFP-10G-SR-S=	10GBASE SR SFP Module Enterprise- Class	8	$353.28	$2,826.24		
WS-C3850-48T-S	Cisco Catalyst 3850 48 Port Data IP Base	2	$6,250.25	$12,500.50		
PWR-C1-350WAC/2	350W AC Config 1 SecondaryPower Supply	2	$353.28	$706.56		
CAB-TA-NA	North America AC Type A Power Cable	4				
STACK-T1-50CM	50CM Type 1 Stacking Cable	2	$54.35	$108.70		
CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	2	$51.63	$103.26		
C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	2				
PWR-C1-350WAC	350W AC Config 1 Power Supply	2				
CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	2	$16.30	$32.60		
Database Migration Professional Services						
CFG_DB_MIGRATION	Database Migration Package	1				
Technology Services						
BEDROC-FFPSNETWORK	Network Switch Installation	1			$18,650.00	
Lab Imaging						
PA03670-B055	Fujitsu fi-7160 Document Scanner	3	$875.00	$2,625.00		
Shipping Estimate						**$12,500.00**
Tax Estimate						**$52,993.18**
Equipment Grand Total				**$635,598.40**	**$48,184.54**	**$749,276.12**

E. Sublicensed Software

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
Gen 10 DL380 Media Server with SAS Ports					
BD505A	HPE iLO Adv 1-Svr Lic 3yr Support	1	$226.52	$226.52	4001_HPP
BD505A 0D1	Factory Integrated	1			4001_HPP
Gen10 Linux Database Memory					
BD505A	HPE ILO Adv 1-svr Lic 3yr Support	2	$293.36	$586.72	4001_HPP
BD505A 0D1	Factory Integrated	2			4001_HPP
BD505A	HPE ILO Adv 1-svr Lic 3yr Support	4	$293.36	$1,173.44	4001_HPP
BD505A 0D1	Factory Integrated	4			4001_HPP
BD505A	HPE ILO Adv 1-svr Lic 3yr Support	1	$293.36	$293.36	4001_HPP
BD505A 0D1	Factory Integrated	1			4001_HPP
QC-ORNEE-U8	Oracle Database ASFU US:EE-Named User Plus Perpetual	350	$384.75	$134,662.50	6006_ORA
CFG_MSS	Millennium Sublicensed Software				
QC-ORRAC-U9	Oracle Processor License ASFU US: RAC Addon	4	$9,315.00	$37,260.00	6006_ORA
QC-ORADPEE-U9	Oracle ASFU Diagnostic Pack per Proc	4	$3,037.50	$12,150.50	6006_ORA
QC-ORATPEE-U9	Oracle ASFU Tuning Pack per Proc	4	$2,025.00	$8,100.00	6006_ORA
Gen10 Linux APP memory					
BD505A	HPE ILO Adv 1-svr Lic 3yr Support	2	$293.36	$586.72	4001_HPP
BD505A 0D1	Factory Integrated	2			4001_HPP
BD505A	HPE ILO Adv 1-svr Lic 3yr Support	4	$293.36	$1,173.44	4001_HPP
BD505A 0D1	Factory Integrated	4			4001_HPP
BD505A	HPE ILO Adv 1-svr Lic 3yr Support	1	$293.36	$293.36	4001_HPP
BD505A 0D1	Factory Integrated	1			4001_HPP

EXHIBIT F
CER02ADMK120

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
CFG_MSS	Millennium Sublicensed Software				
D55V1LL	Restricted Use – IBM MQ Value Unit License + SW M	2100	$11.18	$23,478.00	14201_IBM
Tech-EPCS					
CID-EPCS-CW-RA-25	CID-EPCSs-Cwkflow-RemoteAccess (25-199)	90	$150.00	$13,500.00	100004
VIR-APP	OneSign New Virtual Appliance	3	$1,895.00	$5,685.00	100004
2 Node Cluster Cloud Appliance					
BD505A 0D1	Factory Integrated	2			4001_HPP
BD505A	HPE ILO Adv 1-svr Lic 3yr Support	2	$182.74	$365.48	4001_HPP
Q8A59A	HPE OmniStack 8-14c 1P Small SW	2	$15,650.00	$31,300.00	
HA124A1 5LZ	HPE Simplicity 380 SW Startup SVC-INSTALL	2		$2,722.08	
HA124A1 5MF	HPE SVT 380 for Vmware Onsite SW St SVC-INSTALL	2		$4,312.46	
VS6-EPL-C	VMWare vSphere 6 Enterprise Plus for 1 processor	4	$2,114.20	$8,456.80	
Cisco Switches					
NXOS-70317.1	Nexus 9500 9300 3000 Base NX-OS Software Rel 7.03171	2			
N93-LAN1K9	LAN Enterprise License for Nexus 9300 Platform	2	$4,348.00	$8,696.00	
S3850UK9-166	UNIVERSAL	2			
Lab Imaging					
456-108-462	APPLICATIONXTENDER PACKAGE 5CC USER PACK	1	$13,000	$13,000	
Estimated Tax (will not be applicable if electronic download is used)				**$ 23,871.70**	
Sublicensed Software Grand Total				**$ 331,894.08**	**$331,894.08**

F.   Licensed Software Support Fee Schedule

Licensed Software Support Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
HA Scripts for Cerner Millennium Host (per CPU)	CTPHACMPAIXSCR_02	33 CPU	$0	$18,150.00	$19,800	$37,950.00
HA Scripts for ~~HP UX~~Millennium (per CPU)	0055908	~~I~~1 CPU	$19,935.36	$19,935.36	$19,935.36	$59,806.08
Olympus Enterprise License for Level 1 clients	000969141	1	$15,262.92	$15,262.92	$15,262.92	$45,788.76
Monthly Supt for RMAN Scripts	00037326	1	$3,638.16	$3,638.16	$3,638.16	$10,914.48
Discern Expert	PS-26105S	2775 FTE	$60,623.28	$60,623.28	$60,623.28	$181,869.84
Discern Explorer	PS-26140S	2775 FTE	$34,045.92	$34,045.92	$34,045.92	$102,137.76
Enterprise Care Documentation	PS-22720S	2775 FTE	$74,852.40	$74,852.40	$74,852.40	$224,557.20
Open Engine	OE-20850S	2775 FTE	$13,928.04	$13,928.04	$13,928.04	$41,784.12
TCP/IP Communication Services	OE-22850S	2775 FTE	$4,619.64	$4,619.64	$4,619.64	$13,858.92
ATDs/Demographics Incoming	IF-29010S	2775 FTE	$2,602.80	$2,602.80	$2,602.80	$7,808.40
Billing Incoming (Quantity = 1) - QUANTITY = 4 Charges Incoming	IF-29070S	2775 FTE	$3,276.96	$3,276.96	$3,276.96	$9,830.88
Billing Incoming (Quantity = 1) QUANTITY = 4 (add'l 3)	IF-29070S	2775 FTE	$2,431.08	$2,431.08	$2,431.08	$7,293.24

Licensed Software Support Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
Healthcare Eligibility Incoming Benefit Enrollment and Maintenance	IF-29115S	2775 FTE	$430.80	$430.80	$430.80	$1,292.40
ATDs/Demographics Outgoing	IF-29220S	2775 FTE	$1,568.76	$1,568.76	$1,568.76	$4,706.28
Results Outgoing (Discrete Data Elements)	IF-29260S	2775 FTE	$1,723.80	$1,723.80	$1,723.80	$5,171.40
Unidirectional Device Interface (Qty = 4 devices) Unidirectional Device Interface	IF-29650S	2775 FTE	$3,655.20	$3,655.20	$3,655.20	$10,965.60
Electronic Claims In	IF-29650S	2775 FTE	$2,978.88	$2,978.88	$2,978.88	$8,936.64
Electronic Claims Out	IF-29650S	2775 FTE	$2,978.88	$2,978.88	$2,978.88	$8,936.64
Bidirectional Device Interface (Qty = 2 devices) Bidirectional Device Interface	IF-29655S	2775 FTE	$3,413.28	$3,413.28	$3,413.28	$10,239.84
ProFit Enterprise Financials Cerner Patient Accounting Enterprise Billing & Accounting	PF-20450S	2775 FTE	$37,502.40	$37,502.40	$37,502.40	$112,507.20
Discern Expert	PF-26105S	2775 FTE	$5,676.00	$5,676.00	$5,676.00	$17,028.00
Discern Explorer	PF-26140S	2775 FTE	$2,838.00	$2,838.00	$2,838.00	$8,514.00
Enterprise Clinical Data Repository	PS-20570S	2775 FTE	$150,405.00	$150,405.00	$150,405.00	$451,215.00

Licensed Software Support Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
Unanticipated maintenance and support service related needs (reference Exhibit A, V.<u>A.</u>1.a.1)~~,..~~ V.<u>A.</u>1.b.~~1),~~6.<u>.,</u> and V.<u>A.</u>1.c.1~~)).~~<u>.).</u>			$146,244.96	$146,244.96	$146,244.96	$438,734.88
Multimedia Foundation Base Services- Imaging	PV-22196S	Each	$17,096.04	$17,096.04	$17,096.04	$51,288.12
Clinical Office	PV-20229S	2775 FTE	$220,496.64	$220,496.64	$220,496.64	$661,489.92
Discern Expert	PV-26105S	2775 FTE	$14,294.88	$14,294.88	$14,294.88	$42,884.64
Discern Explorer	PV-26140S	2775 FTE	$5,106.48	$5,106.48	$5,106.48	$15,319.44
General Laboratory	PA-20070S	2775 FTE	$13,652.16	$13,652.16	$13,652.16	$40,956.48
Microbiology	PA-20075S	2775 FTE	$10,239.12	$10,239.12	$10,239.12	$30,717.36
Cerner Knowledge Index (HNA Millennium) (Qty = 1 production environment)	PA-20090S	2775 FTE	$2,327.04	$2,327.04	$2,327.04	$6,981.12
Outreach Service	PA-22205S	2775 FTE	$4,757.52	$4,757.52	$4,757.52	$14,272.56
Laboratory Management (HNA Millennium)	PA-24110S	2775 FTE	$10,239.12	$10,239.12	$10,239.12	$30,717.36
Advanced Pricing	PA-25100S	2775 FTE	$2,740.80	$2,740.80	$2,740.80	$8,222.40
Departmental Billing	PA-25110S	2775 FTE	$6,826.08	$6,826.08	$6,826.08	$20,478.24
Departmental Materials	PA-25200S	2775 FTE	$3,413.04	$3,413.04	$3,413.04	$10,239.12

EXHIBIT F
CER02ADMK120

Licensed Software Support Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
Management						
Discern Expert	PA-26105S	2775 FTE	$8,170.56	$8,170.56	$8,170.56	$24,511.68
Discern Explorer	PA-26140S	2775 FTE	$4,757.52	$4,757.52	$4,757.52	$14,272.56
Siemens Advia Centaur (Bi-dir)	MD-BY76S	2775 FTE	$1,271.76	$1,271.76	$1,271.76	$3,815.28
Abbott Architect i1000 (BiDir)	MD-AB64	2775 FTE	$1,346.64	$1,346.64	$1,346.64	$4,039.92
Roche AmpliLink 3.0.1 (M	MD-RO83S	2775 FTE	$2,509.08	$2,509.08	$2,509.08	$7,527.24
GenProbe Panther System Bi-dir w/ barcodes	MD-GP20S_AMT	2775 FTE	$4,662.00	$4,662.00	$4,662.00	$13,986.00
Enterprise Registration Management Cerner Registration Management	CP-20735S	2775 FTE	$46,331.88	$46,331.88	$46,331.88	$138,995.64
Enterprise Scheduling Management Cerner Scheduling Management	CP-20740S	2775 FTE	$30,177.48	$30,177.48	$30,177.48	$90,532.44
Enterprise Master Person Index	CP-20745S	2775 FTE	$26,740.44	$26,740.44	$26,740.44	$80,221.32
Discern Expert	CP-26105S	2775 FTE	$13,352.88	$13,352.88	$13,352.88	$40,058.64
Discern Explorer	CP-26140S	2775 FTE	$6,736.92	$6,736.92	$6,736.92	$20,210.76
Clinical Documents Medical Document Management	IF-29083S_AMT	300 FTE	$84.00	$84.00	$84.00	$252.00
Orders Outgoing (with statuses)	IF-29230S	300 FTE	$84.00	$84.00	$84.00	$252.00
Orders Outgoing	IF-29230S	300 FTE	$588.00	$588.00	$588.00	$1,764.00

EXHIBIT F
CER02ADMK120

Licensed Software Support Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
(with statuses)						
Enterprise Eligibility M	CP-20750S	2775 FTE				
Doctor Update Incoming	IF-29040S	2775 FTE				
Results Incoming (Discrete)	IF-29050S	2775 FTE	$2,988.00	$2,988.00	$2,988.00	$8,964.00
Healthcare Eligibility/B	IF-29405S	2775 FTE				
PowerVision	OM-20600S	1	$19,500.00	$19,500.00	$19,500.00	$58,500.00
Enterprise Order Management	PS-20575S	2775 FTE	$4,771.86	$~~4,771.86~~52,490.46	$~~4,771.86~~57,262.32	$~~14,315.58~~114,524.64
Cerner Knowledge Index	PS-22090S	1 PROD domain	$1,620.00	$1,620.00	$1,620.00	$4,860.00
CareAware MultiMedia - Digital Objects	MM-22260S	500 GB	$10,200.00	$10,200.00	$10,200.00	$30,600.00
CareAware MultiMedia - Digital Objects	MM-22260S_AMT	500 GB	$10,629.96	$10,629.96	$10,629.96	$31,889.88
Cerner Health Information Management	MR-20400S_AMT	850 Users	$26,004.84	$26,004.84	$26,004.84	$78,014.52
Connect to Cerner Health: Send to Cerner Health M Page	PY-28010	1				
DR Millenium Toolkit	CTP-DRTOOLKIT_AMT	1 PROD domain	$21,145.32	$21,145.32	$21,145.32	$63,435.96
P2Sentinel Enterprise 12 Cores	CTM-P2S-ENT-1_AMT	12 cores	$11,724.72	$11,724.72	$11,724.72	$35,174.16

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HCA ASR 17-001057

Licensed Software Support Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
PowerInsight Explorer	PI-20611S_AMT	1 PROD domain	$31,308.72	$31,308.72	$31,308.72	$93,926.16
SAP Business Objects Runtime License for PowerInsight	PI-20701S_AMT	1	$11,724.72	$11,724.72	$11,724.72	$35,174.16
Mpages Development ToolKit	PS-22700S_AMT	188,000 OP visits	$29,760.00	$29,760.00	$29,760.00	$89,280.00
Cerner Health Information Management	MR-20400S_AMT	595 FTE	$7,488.00	$7,488.00	$7,488.00	$22,464.00
Cerner Health Information Management	MR-20400S_AMT		$9,984.00	$9,984.00	$9,984.00	$29,952.00
PowerChart Ambulatory	PV-20230S_AMT	15 Providers	$5,196.00	$5,196.00	$5,196.00	$15,588.00
Mpages Development Toolkit	PS-22700S_AMT	62,000 OP Visits	$11,904.00	$11,904.00	$11,904.00	$35,712.00
Lab Imaging	PA-22400-03	3 Devices	$0	$3,025.00	$3,300.00	$6,325.00
Licensed Software Support Grand Total			$1,~~274,390.34~~268,584.74	$1,~~274,390~~3 37,478.34	$1,~~274,390.34~~344,175.20	$3,~~823,171.02~~2 50,238.28

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G.   Equipment Maintenance Fee Schedules

1.   Equipment Maintenance Fee Schedule Table

Equipment Maintenance Fee Schedule Table						
Equipment listed below in bold font with highlighted rows will be removed from Maintenance within sixty (60) calendar days after LINUX Go-Live						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
HP Integrity rx8640 8-core	**AB443A**	**2**	**$40,584.00**	**$40,584.00**	~~$40,584.00~~	~~$121,752~~ **$81,168**.00
HP Integrity rx6600 Rack 4-way - 4 x Itanuim 2 - SA MNT: HP Integrity rx6600 - Rac	**AD134A**	**2**	**$26,479.80**	**$26,479.80**	~~$26,479.80~~	~~$79,439.40~~ **$52,959.60**
HP M6412-A Fibre Channel Drive Enclosure MNT: HP M6412-A Fibre Channel	**AG638B**	**8**	**$3,744.00**	**$3,744.00**	~~$3,744.00~~	~~$11,232~~ **$7,488**.00
HP EVA M6412A 300GB 15K FC Drive MNT: HP EVA M6412A 300GB 15K F	AG690B	24	$2,016.00	$2,016.00	$2,016.00	$6,048.00
HP MSL6030 1 LTO-4 Ultrium 1840 FC Lib MNT: HP MSL6030 1 LTO-4 Ultriu	**AJ030A**	**1**	**$2,676.00**	**$2,676.00**	~~$2,676.00~~	~~$8,028~~ **$5,352**.00
HP 8/40 Base 24 ports Enabled SAN Switch	AM869A	2	$7,581.60	$7,581.60	$7,581.60	$22,744.80
HP StorageWorks DAT 160 Array Module	**Q1575A**	**6**	**$1,440.00**	**$1,440.00**	~~$1,440.00~~	~~$4,320~~ **$2,880**.00
DL380 G5 Base Storage Server	**AG815B**	**1**	**$1,056.00**	**$1,056.00**	~~$1,056.00~~	~~$3,168~~ **$2,112**.00

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Equipment Maintenance Fee Schedule Table						
Equipment listed below in bold font with highlighted rows will be removed from Maintenance within sixty (60) calendar days after LINUX Go-Live						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
MNT: DL380 G5 Base Storage Ser						
MNT: HP BLc7000 CTO 3 IN LCD R	507019-B21	2	$1,440.00	$1,440.00	$1,440.00	$4,320.00
MNT: Special Order-BL460C G6 C	507864-B21	22	~~$3,330.84~~ $7,920.00	~~$3,330.84~~ $7,920.00	~~$3,330.84~~ $7,920.00	~~$9,992.52~~ $23,760.00
HP B-Series 8/40 SAN Switch Su	HA110A59LK	2	$1,296.00	$1,296.00	$1,296.00	$3,888.00
P6500 EVA Dual Controller Arra	HA110A5Q24	1	$504.00	$504.00	$504.00	$1,512.00
P6300/P6500 Drive Enclosure 5	HA110A5Q25	20	$2,400.00	$2,400.00	$2,400.00	$7,200.00
P6300/P6500 HDD Support 5yr HW	HA110A5Q26	96	$3,456.00	$3,456.00	$3,456.00	$10,368.00
MNT: HP - Rack stabilizer opti	**AF062A**	**1**				
MNT: HP 10K G2 600W Hvy Dty V2	**AF065A**	**1**				
MNT: HP EVA6400 Dual Controlle	AJ757A	1	$2,100.00	$2,100.00	$2,100.00	$6,300.00
MNT: HP Low Power kit - Memory	461828-B21	1				
MNT: PCI-X 2.0 1Port 4Gb Fibre	**AB378B**	**1**				
MNT: Processor upgrade - 1 x I	458575-B21	1				
MNT: Compaq - Power distributi	**252663-D72**	**2**				
MNT: HP - Rack side panel - me	**AF054A**	**2**				
MNT: HP FC1142SR	**AE311A**	**2**				

CER02ADMK120

HCA ASR 17-001057

Equipment Maintenance Fee Schedule Table						
Equipment listed below in bold font with highlighted rows will be removed from Maintenance within sixty (60) calendar days after LINUX Go-Live						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
- HBA - PCI E						
MNT: HP Integrity DVD-ROM Driv	**AD142A**	**2**				
MNT: HP Integrity Redundant Po	**AD052A**	**2**				
MNT: HP Integrity Upgraded Cor	**AD044A**	**2**				
MNT: HP Integrity rx6600 FIO I	**AD296A**	**2**				
MNT: HP Integrity rx7640/rx864	**AB313A**	**2**				
MNT: HP rx36xx/66xx Internal S	**AB036B**	**2**				
MNT: HP rx6600 48-DIMM Memory	**AD127A**	**2**				
MNT: HotSwap Power Supply for	**A6099A**	**2**				
MNT: PDU 60A, 200-240V N. Am F	**E7683AZ**	**2**				
MNT: HP - SCSI external cable	**C2362B**	**3**				
MNT: HP - SCSI external termin	**C2364A**	**3**				

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~~Equipment Maintenance Fee Schedule Table~~						
~~Solution Name~~	~~Cerner Product Code~~	~~Inventory Quantity~~	~~Period One~~	~~Period Two~~	~~Period Three~~	~~Total~~
MNT: HP Rack 10642 G2 Shock Pa	**AF002A**	**3**				
MNT: 16A High	**252663-**	**4**				

	Equipment Maintenance Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
Voltage mPDU WW	B24					
MNT: HP - Hard drive - 146 GB	AD333A	4				
MNT: HP rp74/84, rx76/86 DVD+R	AB351B	4				
MNT: HP rx76/86 iCAP 1.6G 18MB	AD366A	8				
MNT: HP rx76/86,rp74/84 146GB	AD210A	8				
MNT: HP COMBO PCI-x 2p 4Gb FC	AD194A	12				
MNT: HP PCI-X 2p 1000BT, 2p U3	XAB290A	12				
MNT: HP - Memory - 8 GB (4 x	AB565A	16				
MNT: HP Servers 8GB DDR2 Memor	AB455A	24				
MNT: HP - Fibre Channel cable	221692-B23	38				
MNT: HP Tape Array 5300 Factor	C7508BZ	2				
MNT: HP 8/40 Base 24-ports Ena	AM869A	1				
MNT: HP BLc7000 1 PH FIO Power	413379-B21	2				
MNT: HP BLc7000 DDR2 Encl Mgmt	456204-B21	2				
MNT: Cisco Catalyst 3120G Blad	451438-B21	4				
MNT: HP Active Cool Fan - Fan	412140-B21	12				
MNT: HP X5560	507792-	22				

Equipment Maintenance Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
BL460c G6 FIO Ki	L21					
MNT: Processor upgrade - 1 x I	507792-B21	22				
MNT: HP SFF ENT - 3G - 146GB -	504062-B21	44				
MNT: HP - Memory - 1x2GB - 2Rx	500656-B21	88				
HP 5y Support Plus 24 SVC	HA110A5	1				
HP 5y Support Plus 24 SVC	HA110A5	1				
HP 5y Support Plus 24 SVC	HA110A5	1				

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Equipment Maintenance Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
MNT: PowerMic II Non-Scanner M	0POWM2N-D04	15	$1,327.56	$1,327.56	$1,327.56	$3,982.68
PowerMic II Non-Scanner Microp	0POWM2N-A04	15	$1,144.80	$1,144.80	$1,144.80	$3,434.40
Additional unanticipated Equipment Maintenance or other maintenance and support service related needs, (reference Exhibit A, V.A.1.a.2),., V.A.1.b.2),.7.a., and V.A.1.c.2)).).).			$10,000.00	$10,000.00	$10,000.00	$30,000.00

EXHIBIT F

CER02ADMK120
CERNER CORPORATION

Equipment Maintenance Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
Equipment Maintenance Grand Total			$ 112,576.60	~~$112,576.60~~ 117,165.76	~~$112,576.60~~ 41,185.96	~~$337,729.80~~ 270,927.72

2. Pre-Paid Equipment Maintenance Fee Schedule Table – The parties agree the following Equipment Maintenance is purchased in advance, pursuant to the terms identified in Subparagraph A.1.a.7.b of Exhibit A to the Agreement, and that such Equipment Maintenance is for the terms identified below:

Pre-Paid Equipment Maintenance Fee Schedule Table					
Solution Name	Cerner Product Code	Initial Term (mo)	Inventory Quantity	Period Two	Total
DL380 Media Server with ext SAS ports					
HP 5Y 4 hr 24 x 7 w DMR Proactive Care SVC	H1K93A5	60	1	$0	$0
HPE iLO Advanced Non Blade 3 yr support	H1K93A5 R2M	36	1	$32.20	$32.20
HP ProLiant DL380 Gen9 Support 5 yr	H1K93A5 WAH	60	1	$3,210.11	$3,210.11
GEN10 Linux Database memory					
HP 3Y 4 hr 24x7 w DMR Proactive Care SVC	H1K93A3	36	1	$0	$0
HPE iLO Advanced Non Blade -3yr Support	H1K93A3 R2M	36	7	$113.87	$113.87
HP RH Svr 2 Sckt/2 Gst 3yr 24x7 SW SVC	H1K93A3 T75	36	4	$2,893.60	$2,893.60
HP ProLiant DL580 Gen10 Support	H1K93A3 ZBM	36	2	$7,483.29	$7,483.29
HPE DL380 Gen10 Support	H1K93A3 WAH	36	5	$10,145.64	$10,145.64
Gen10 Linux Application Memory					
HP 3Y 4 hr 24x7 w DMR Proactive Care SVC	H1K93A3	36	1	$0	$0
HPE iLO Advanced Non Blade-3yr Support	H1K93A3 R2M	36	7	$113.87	$113.87

Pre-Paid Equipment Maintenance Fee Schedule Table					
Solution Name	**Cerner Product Code**	**Initial Term (mo)**	**Inventory Quantity**	**Period Two**	**Total**
HPE RH Svr 2 Sckt/2 Gst 3yr 24x7 Support	H1K93A3 T75	36	7	$3,598.01	$3,598.01
HPE ProLiant DL580 Gen10 Support	H1K93A3 ZBM	36	2	$7,483.28	$7,483.28
HPE DL380 Gen10 Support	H1K93A3 WAH	36	5	$10,145.64	$10,145.64
MSA 2050 Dual SAS					
HP 5Y 4hr 24 x 7 w DMR Proactive Care SVC-60 months	H1K93A45	60	1	$0	$0
HPE 5Y Proactive Care 24x7 wDMR Service MSA 2050 Storage Spt - 60 months	H1K93A5 RC0	60	1	$5,266.28	$5,266.28
HPE 5Y ProactiveCare 24x7 wDMR Svc MSA 2050 DiskEnclosureSpt 60 months	H1K93A5 RC2	60	2	$7.917.56	$7.917.56
MSL Library					
HP 5Y 4hr 24 x 7 w DMR Proactive Care SVC	H1K93A5	60	1	$0	$0
MSL4048 Library Support	H1K93A5 80K	60	1	$7,452.50	$7,452.50
HPE SNS6010C 2ea with 48 active ports each					
HPE SN6010C 48-port 16Gb FC Switch Support	H1K92A5 U2M	60	2	$15,141.11	$15,141.11
HPE 5Y Proactive Care 24x7 Service - 60 months	H1K92A5	60	1	$0	$0
2-Node Cluster Cloud Appliance					
iLO Advanced Non Blade - 3yr SW Support	H1K92A3 R2M	36	4	$0	$0
HPE SVT 380 Gen10 Node 1 Node Support	H1K92A3 Z9X	36	2	$ 30.30	$ 30.30
HP 3Y 4 hr 24x7 Proactive Care SVC-36 months	HIK92A3	36	2	$3,715.83	$3,715.83
HPE OmniStack 8-14c 1P Small Support	H1K92A3 ZA0	36	2	$0	$0

Pre-Paid Equipment Maintenance Fee Schedule Table					
Solution Name	**Cerner Product Code**	**Initial Term (mo)**	**Inventory Quantity**	**Period Two**	**Total**
Cisco Switches					
3YR SNTC 24X7X4OS Nexus 9300 with 48p 10G BASE-T and 6p 10	CON-3OSP-93108TCX	36	2	$10,415.64	$10,415.64
3YR SNTC 24X7X4OS Catalyst 3850 48 Port Data IP Base	CON-3OSPWSC3885TS	36	2	$6,351.00	$6,351.00
Lab Scanners					
Fi-7160 Document Scanner	PA03670-B055	48	3	$597.00	$597.00
Tax				$7,924.37	$7,924.37
Pre-Paid Equipment Maintenance Grand Total				**$110,013.10**	**$110,013.10**

H. Subscription Services Fee Schedule

Subscription Services Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
Visit Manager for Enterprise (powered by IMH)	AQ-60123	301 Users	$14,399.88	$14,399.88	$14,399.88	$43,199.64
HealthSentry Data Services	KS-26748	3 Data Feeds	$39,000.00	$39,000.00	$39,000.00	$117,000.00
Current Procedure Terminology (CPT)	KS-22092L	600 Users	$9,300	$0	$0	$9,300
Cerner Workflow Authentication	CTP-CERNWORKFLOWC	90 Users	$0	$12,870.00	$14,040.00	$26,910.00
Subscription Services Grand Total			$~~53,399~~62,699.88	$~~53,399~~66,269.88	$~~53,399~~67,439.88	$~~160,199~~196,409.64

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EXHIBIT F
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I.   Application Services Provider (ASP) and Shared Computing Services Fee Schedule

Application Services Provider (ASP) and Shared Computing Services Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
Cerner ePrescribe Package	PS-20080-ASP	60 Providers	$15,000.00	$15,000.00	$15,000.00	$45,000.00
Cerner Patient Portal-HealtheLife	PY-27580-PKG	301 Users	$30,000.00	$30,000.00	$30,000.00	$90,000.00
Connect to Cerner Health Trusted Contributor		1				
Cerner Direct HISP-Ambulatory	PY-70126C	41 Facilities	$22,140.00	$22,140.00	$22,140.00	$66,420.00
Cerner Direct HISP-Ambulatory	PY-70126C	1 Facility	$540.00	$540.00	$540.00	$1,620.00
HealtheLife	PY-27800C	1 client	$13,500.00	$13,500.00	$13,500.00	$40,500.00
Cerner ePrescribe Package	PS-20080-ASP	15 Providers	$4,500.00	$4,500.00	$4,500.00	$13,500.00
Ignite Millennium API	PY-25005C	8,750,000 API Calls	$0	$ 14,443.00	$15,756.00	$ 30,199.00
Application Services Provider (ASP) and Shared Computing Services Grand Total			**$85,680.00**	**$~~85,680~~100,123.00**	**$~~85,680~~101,436.00**	**$~~257,040~~287,239.00**

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J.   Managed Services Fee Schedule

Managed Services Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
Disaster Recovery Recurring Fees (CONTRACTOR Hosted)	CTS-~~CRRECUR~~DRRECUR	300 CCU	$296,870.28	$~~296,870.28~~298,531.09	$~~296,870~~325,670.28	$~~890,610.84~~921,071.65
DR Millennium Toolkit	CTP-DRTOOLKIT	1				
Application Managed Services		1		$490,545.00	$535,140.00	$1,025,685.00

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Managed Services Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
Managed Services Grand Total			$296,870.28	~~$296,870.28~~ $789,076.09	~~$296,870~~ $860,810.28	~~$890,610.84~~ 1,946,756.65

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K. Transaction Services Fee Schedule

Transaction Services Fee Schedule Table						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
Transaction Services	RC-20325-MIN	12,000 Eligibility requests monthly	$34,560.00	$34,560.00	$34,560.00	$~~24,560~~103,680.00
Overage Charge at 25 cents each - Set aside funds for overage (4,000 additional requests per year)	TSEDI-ELIG-BILL	25 cents a transaction over 12,000 transactions monthly	$1,000.00	$1,000.00	$1,000.00	$3,000.00
Cerner Address Validation	RC-20331					
Cerner Eligibility and Benefits Verification Transaction	RC-20325-TRANS					
Cerner Eligibility and Benefits Submitter Setup Fee	RC-20325-STUP	14 Submitter ID's				
Cerner Eligibility and Benefits Verification Setup Fee	RC-20326	20 Payers				
Transaction Services Grand Total			**$35,560.00**	**$35,560.00**	**$35,560.00**	**$106,680.00**

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L. Sublicensed Software Maintenance Fee Schedule

Sublicensed Software Maintenance Fee Schedule Table						
Sublicensed Software Maintenance items that are in bold font with highlighted rows will be removed from Maintenance within sixty (60) calendar days after LINUX system is in production						
Solution Name	**Cerner Product Code**	**Inventory Quantity**	**Period One**	**Period Two**	**Period Three**	**Total**
1 Pack Scan 25K per Month MNT: 1PK ASCENT CAPTURE V5.5-SCAN 25K PER MO	AC-1500-1300	3	$3,132.00	$3,132.00	$3,132.00	$9,396.00
1 Pack Scan 75K per Month MNT: 1PK ASCENT CAPTURE V5.5-SCAN 75K PER MO	AC-1500-1500	2	$3,432.00	$3,432.00	$3,432.00	$10,296.00
1 Pack Workstation MNT: 1PK ASCENT CAPTURE V5.5-WS	AC-1500-~~1200~~2000	1	$1,056.00	$1,056.00	$1,056.00	$3,168.00
MNT: 1 Pack Internet Server 75k per Month	AC-1500-3500	1	$2,244.00	$2,244.00	$2,244.00	$6,732.00

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~~Sublicensed Software Maintenance Fee Schedule Table~~						
~~Solution Name~~	~~Cerner Product Code~~	~~Inventory Quantity~~	~~Period One~~	~~Period Two~~	~~Period Three~~	~~Total~~
MNT: APPLICATIONXTENDER IMAGE CAPTURE SERVER	~~452~~456-100-425	1	$144.00	$144.00	$144.00	$432.00
MNT: APPLICATIONXTENER PROINDEX FULL TEXT CLIENT - 1 CC USE	456-100-428	1	$72.00	$72.00	$72.00	$216.00
MNT: APPLICATIONXTENER REPORTS MANAGEMENT SERVER	456-100-439	1	$1,524.00	$1,524.00	$1,524.00	$4,572.00
MNT: APPLICATIONXTENDER SERVER - 50 CC USER	~~450~~456-100-468	1	$2,940.00	$2,940.00	$2,940.00	$8,820.00
MNT: APPLICATIONXTENER PROINDEX FULLTEXT SERVER	~~450~~456-100-497	1	$624.00	$624.00	$624.00	$1,872.00
MNT: DISKXTENDER FOR WINDOWS 5	456-004-568	1	$655.80	$655.80	$655.80	$1,967.40

Sublicensed Software Maintenance Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
MNT: DISKXTENDER FOR WINDOWS FILE SYSTEM MGR SERVER	456-004-587	1	$1,176.00	$1,176.00	$1,176.00	$3,528.00
Oracle Processor License US:EE	QC-ORCEE-U8	8	$42,336.00	$42,336.00	$42,336.00	$127,008.00
Oracle Processor License: Full Use Appl Spec. Management Packs (Diag,Tune,CM)	QC-ORCMP-U9	8	$7,808.64	$7,808.64	$7,808.64	$23,425.92
MNT: Oracle Database ASFU US:E	QC-ORCEEORNEE-U8	150	$10,584.00	$10,584.00	$10,584.00	$31,752.00
MNT: Oracle Processor License, Full Use AS US: RAC Addon	QC-ORRAC-U9	8	$20,239.92	$20,239.92	$20,239.92	$60,719.76
MNT: Oracle ASFU Processor License, US:EE without RAC	QC-ORCEE-U8	84	$2,707.20	$2,707.20	$2,707.20	$8,121.60
IBM WebSphere MQ Value Unit License + SW Maintenance Renewal	E0256LL aka. D55VILL	400	$2,798.40	$2,798.40	$2,798.40	$8,395.20
IBM WebSphere Application Server Network Deployment VA	E025SLL	560	$4,368.00	$4,368.00	$4,368.00	$13,104.00
IBM Restricted use WebSphere MQ Value Unit OpenVMS Value Unit Annual SWM	E0287LL (formerly E01EPLL) E0256LL	1200	$9,316.80	$9,316.80	$9,316.80	$27,950.40
VERITAS Storage Ent Cluster 6.	UFSQFZZ0-EI1RA	68	$1,601.04	$1,601.04	$1,601.04	$4,803.12
Oracle Named User, Fll Use Ap Sp. US:Std. Ed. One	QC-ORS1U-U9	20	$792.00	$792.00	$792.00	$2,376.00
Red Hat Enterprise Linux AS	RHLINUX-AS	4	$3,999.84	$3,999.84	$3,999.84	$11,999.52
Red Hat AS Linux License	RHLINUX-AS	1	$3,968.04	$3,968.04	$3,968.04	$11,904.12
Restricted Use - IBM WAS Network Deployment Value Unit	D55WJLL	560	$16,464.00	$16,464.00	$16,464.00	$49,392.00
Production SNS for Ent for 1 processor - 3yr	137594	2	$1,464.00	$1,464.00	$1,464.00	$4,392.00
Sensage Clinical Enterprise 12 core - 1 collector	SEN-CE-12	1	$26,619.96	$26,619.96	$26,619.96	$79,859.88
Red Hat Enterprise Linux ES	SLSW_REDHAT_EN	5	$1,752.00	$1,752.00	$1,752.00	$5,256.00

Subticensed Software Maintenance Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
	~~T~~_E RHLINUX -ESB					
Red Hat Enterprise Linux ES	RHLINUX -ESB	5	$1,733.04	$1,733.04	$1,733.04	$5,199.12
APPLICATIONXTEND ER WEB SERVICES	456-100-402	1	$1,944.00	$1,944.00	$1,944.00	$5,832.00
APPLICATIONXTEND ER SERVER - 50 CC USER	456-100-468	1	$32,400.00	$32,400.00	$32,400.00	$97,200.00
EMC AX to CAMM License 200+ Users	456-100-645_201+	1	$2,400.00	$2,400.00	$2,400.00	$7,200.00
APPLICATIONXTEND ER WEB SERVICES	456-100-402	1	$1,944.00	$1,944.00	$1,944.00	$5,832.00
AX to CAMM 1-25	456-100-645_1-25	1	$979.20	$979.20	$979.20	$2,937.60
APPLICATIONXTEND ER WEB SERVICES	111631	1	$1,944.00	$1,944.00	$1,944.00	$5,832.00
APPLICATIONXTEND ER SERVER - 250 CC USER	~~117353~~456 -100-471	1	$42,184.80	$42,184.80	$42,184.80	$126,554.40
APPLICATIONXTEND ER SERVER - 10 CC USER	~~117348~~ 456-100-466	1	$7,200.00	$7,200.00	$7,200.00	$21,600.00
Cerner eSignature Facility License	CTESIG-FAC	3	$3,240.00	$3,240.00	$3,240.00	$9,720.00
Cerner eSignature Facility License	CTESIG-FAC	1	$40,800.00	$40,800.00	$40,800.00	$122,400.00
Lexmark Document Distributor Server License	~~124204~~ 43C0097-CRESG	1	$2,035.20	$2,035.20	$2,035.20	$6,105.60
Restricted Use - IBM MQ Value Unit License + SW Maintenance	D55V1LL	400	$4,704.00	$4,704.00	$4,704.00	$14,112.00
HP-UX 11i HAOE Integ 4Skt/4Core PSA 5yr Supp	**HA110A5 1X2**	**8**	**$17,360.52**	**$17,360.52**	~~$17,360.52~~	~~$52,081.56~~ **$34,721.04**
HP-UX 11i v2 Serviceguard RAC PCL LTU MNT: HP-UX 11i v2 Serviceguard	**T1907BA-UD**	**4**	**$1,440.00**	**$1,440.00**	~~$1,440.00~~	~~$4,320~~ **$2,880**.00
HP-UX 11i v3 Data Center OE LTU MNT: HP-UX 11i v3 Data Center	**BA931AC-UD**	**6**	**$5,184.00**	**$5,184.00**	~~$5,184.00~~	~~$15,552~~ **$10,368**.00
HP-UX 11i v2 Serviceguard RAC PCL LTU MNT: HP-UX 11i v2 Serviceguard	**T1907BA-PS**	**4**	**$2,016.00**	**$2,016.00**	~~$2,016.00~~	~~$6,048~~ **$4,032**.00

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Sublicensed Software Maintenance Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
HP-UX 11i v3 Data Center OE LTU MNT: HP-UX 11i v3 Data Center	BA931AC-PS	6	$6,840.00	$6,840.00	$6,840.00	~~$20,520~~ **$13,680**.00
Command View P6500 EVA Unlimit	HA110A5Q1Y	1	$1,266.96	$1,266.96	$1,266.96	$3,800.88
MNT: HP-UX 11i v3 Data Center	BA931AC-PS	2	$1,896.00	$1,896.00	$1,896.00	~~$5,688~~ **$3,792**.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-PS	4	$1,440.00	$1,440.00	$1,440.00	~~$4,320~~ **$2,880**.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-UD	4	$1,440.00	$1,440.00	$1,440.00	~~$4,320~~ **$2,880**.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-PS	8	$2,880.00	$2,880.00	$2,880.00	~~$8,640~~ **$5,760**.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-PS	8	$2,880.00	$2,880.00	$2,880.00	~~$8,640~~ **$5,760**.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-UD	8	$2,880.00	$2,880.00	$2,880.00	~~$8,640~~ **$5,760**.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-UD	8	$2,880.00	$2,880.00	$2,880.00	~~$8,640~~ **$5,760**.00
MNT: HP-UX 11i v3 Data Center	BA931AC-PS	8	$7,584.00	$7,584.00	$7,584.00	~~$22,752~~ **$15,168**.00
MNT: HP-UX 11i v3 Data Center	BA931AC-PS	8	$7,584.00	$7,584.00	$7,584.00	~~$22,752~~ **$15,168**.00
MNT: HP-UX 11i v3 Data Center	BA931AC-PS	8	$7,584.00	$7,584.00	$7,584.00	~~$22,752~~ **$15,168**.00
MNT: HP-UX 11i v3 Data Center	BA931AC-UD	8	$7,584.00	$7,584.00	$7,584.00	~~$22,752~~ **$15,168**.00
MNT: HP-UX 11i v3 Data Center	BA931AC-UD	8	$7,584.00	$7,584.00	$7,584.00	~~$22,752~~ **$15,168**.00
MNT: HP-UX 11i v3 Data Center	BA931AC-UD	8	$7,584.00	$7,584.00	$7,584.00	~~$22,752~~ **$15,168**.00
MNT: HP Command View EVA6400 U	TA646A-PS	1	$2,340.00	$2,340.00	$2,340.00	$7,020.00
MNT: HP Command View EVA6400 U	TA646A-UD	1	$3,516.00	$3,516.00	$3,516.00	$10,548.00
MNT: Oracle Named User, Full U	QC-ORRAA-U9	200	$ $4,200.00	~~$4,200~~ $7,800.00	~~$4,200~~ $7,800.00	~~$12,600~~ $19,800
DM360 Ntwk Ed, Perp, Phys Clie	DMNEP-CLT-0250	15	$6,597.00	$6,597.00	$6,597.00	$19,791.00
MNT: DM360 Ntwk Ed, Perp, Phys	DMNEP-CLT-0250	25	$9,895.56	$9,895.56	$9,895.56	$29,686.68
DISKXTENDER 2000 TSM 500GB CP	456-004-507	1	$1,820.52	$1,820.52	$1,820.52	$5,461.56
DISKXTENDER 2000 TSM 500GB CP	456-004-507	1	$1,820.52	$1,820.52	$1,820.52	$5,461.56
MNT: 1 concurrent station (sta	AE#T024-001U-CER	3	$1,728.00	$1,728.00	$1,728.00	$5,184.00
MNT: 1 concurrent station (sta	AE#T024-001U-CER	3	$1,728.00	$1,728.00	$1,728.00	$5,184.00
APPLICATIONXTEND	457-100-	1	$11,700.00	$11,700.00	$11,700.00	$35,100.00

~~Sublicensed Software Maintenance Fee Schedule Table~~						
~~Solution Name~~	~~Cerner Product Code~~	~~Inventory Quantity~~	~~Period One~~	~~Period Two~~	~~Period Three~~	~~Total~~
ER PACKAGE - 2	246					
MNT: Oracle Database ASFU US:E	QC-ORNEE-U8	50	$1,950.00	$1,950.00	$1,950.00	$5,850.00
MNT: Image vol 600K/yr(standar	AE#Y024-600K-CER	1	$1,263.96	$1,263.96	$1,263.96	$3,791.88
MNT: Image vol 600K/yr(standar	AE#Y024-600K-CER	1	$1,263.96	$1,263.96	$1,263.96	$3,791.88
MNT: Oracle Proc. Lic, Fll Use	QC-ORS1P-U9	1	$1,275.96	$1,275.96	$1,275.96	$3,827.88
APPLICATIONXTEND ER PACKAGE - 5	457-100-245	3	$7,020.00	$~~7,020~~2,340.00	$~~7,020~~2,340.00	$~~21,060.00~~11,700
MNT: Restricted Use - IBM MQ V	D55V1LL	3,200	$22,272.00	$22,272.00	$22,272.00	$66,816.00
MNT: Nuance Management Server	DMNE-NMS-F20	1	$2,160.00	$2,160.00	$2,160.00	$6,480.00
Linux Database						
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU- 36 months- 1	G3J30A	4	$0	$9,454.59	$0	$9,454.59
Factory Integrated	G3J30A 0D1	4	$0	$0	$0	$0
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU- 36 months	G3J30A	4	$0	$9,454.70	$0	$9,454.70
Factory Integrated	G3J30A 0D1	4	$0	$0	$0	$0
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU (36 months)	G3J30A	1	$0	$2363.65	$0	$2,363.65
Factory Integrated	G3J30A 0D1	1	$0	$0	$0	$0
MNT: Oracle Database ASFU US:EE-Named User Plus Perpetual-	QC-ORNEE-U8	350	$0	$ 67,054.35	$. 73,150.20	$ 140,204.55
MNT: Oracle Processor License, ASFU US:RAC	QC-ORRAC-U9	4	$0	$ 18,564.37	$ 20,252.04	$ 38,816.41
Oracle ASFU Diagnostic Pack per Proc	QC-ORADPEE-U9	4	$0	$ 6,050.00	$6,600.00	$ 12,650.00
Oracle ASFU Tuning Pack per Proc	QC-ORATPEE-U9	4	$0	$ 4,033.37	$4,400.04	$ 8,433.41
Linux Application						
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU 36 months	G3J30A	2	$	$4,727.29	$0	$4,727.29
Factory Integrated	G3J30A 0D1	2	$0	$0	$0	$0
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU (36	G3J30A	4	$0	$9,454.59	$0	$9,454.59

Sublicensed Software Maintenance Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
months)						
Factory Integrated	G3J30A 0D1	4	$0	$0	$0	$0
Restricted Use - IBM MQ Value Unit License + SW M (Initial term 12 months-extended term 14 months)	D55V1LL	2100	$0	$0	$ 34,747.02	$ 34,747.02
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 SW SVC (36 months)	G3J30A	1	$0	$2,363.65	$0	$2,363.65
Factory Integrated	G3J30A 0D1	1	$0	$0	$0	$0
Tech-EPCS						
CID-EPCS-Cwkflow-RemoteAccess (25-199)	CID-EPCS-CW-RA-25	90	$0	$ 3,960.00	$4,320.00	$ 8,280.00
Cloud Applicance						
VMware vSphere 6 Enterprise Plus for 1 processor-26 months	VS6-EPL-C	4	$0	$ 3,523.52	$3,843.84	$7,367.36
Lab Imaging						
MNT:APPLICATIONXTENDER PACKAGE – 5 CC USER PACK	456-108-462	1	$0	$ 2,145.00	$2,340.00	$4,485.00
Additional unanticipated Sublicensed Software Maintenance or other maintenance and support service related needs, (reference Exhibit A, V.A.1.a.7)., V.A.1.b.7),12.), and V.A.1.c.7)).).			$28,600.00	$28,600.00	$28,600.00	$85,00800.00
Sublicensed Software Maintenance Grand Total			**$524,386.84**	**$524,386.84 $666,455.92**	**$524,386.84 $578,319.46**	**$1,573,160.527 69,162.22**

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M. Term Licensed Software Fee Schedule

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Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
Term Licensed Software Fee Schedule Table						
Term License Fees						
Cerner CMT (Enterprisewide) CMT ~~Subscription Renewal~~	KS-22091L	1 Enterprise	$~~15,000.00~~10,135.14	$~~15,000.00~~10,135.14	$~~15,000.00~~10,135.14	$~~45,000.00~~30,405.42
Ambulatory Content Package	KS-26982L	15 Providers	$4,378.38	$4,378.38	$4,378.38	$13,135.14
MediSource Foundation for Ambulatory	KS-26965L	15 Providers	$3,956.76	$3,956.76	$3,956.76	$11,870.28
Provider-Friendly Terminology (PFT) - Ambulatory	KS-26995L	60 Providers	$1,971.08	$1,971.08	$1,971.08	$5,913.24
~~Current Procedure Terminology (CPT)~~DSM-5 for Millennium	KS-~~22092L~~70000L	~~600 CPT users~~400 Licensed BH Professionals	$~~9,300~~10,800.00	$~~9,300~~10,800.00	$~~9,300~~10,800.00	$~~27,900~~32,400.00
Eligible Provider Quality Reporting	PV-22115L	32 Physicians	$8,027.03	$8,027.03	$8,027.03	$24,081.09
Term License Support Fees						
Cerner CMT (Enterprisewide) CMT Support	KS-22091LS	1 Enterprise	$4,864.92	$4,864.92	$4,864.92	$14,594.76
Ambulatory Content Package Support	KS-~~26982L~~26982LS	15 Providers	$~~6,480.00~~2,101.68	$~~6,480.00~~2,101.68	$~~6,480.00~~2,101.68	$~~19,440.00~~6,305.04
MediSource Foundation for Ambulatory Support	KS-~~26965L~~26965LS	15 Providers	$~~5,856.00~~1,899.24	$~~5,856.00~~1,899.24	$~~5,856.00~~1,899.24	$~~17,568.00~~5,697.72
Provider-Friendly Terminology (PFT) - Ambulatory Support	KS-~~26995L~~26995LS	60 Providers	$~~2,917.20~~946.08	$~~2,917.20~~946.08	$~~2,917.20~~946.08	$~~8,751.60~~2,838.24
DSM-5 for Millennium Support	KS-~~70000L~~70000LS	400 Licensed BH Professionals	$~~15,984~~5,184.00	$~~15,984~~5,184.00	$~~15,984~~5,184.00	$~~47,952~~15,552.00
Eligible Provider Quality Reporting Support	PV-~~22115L~~22115LS	32 Physicians	$~~11,880.00~~3,852.96	$~~11,880.00~~3,852.96	$~~11,880.00~~3,852.96	$~~35,640.00~~11,558.88
Term License Fees Total			**$39,268.39**	**$39,268.39**	**$39,268.39**	**$117,805.17**
Term License Software Support Fees Total			**$18,848.88**	**$18,848.88**	**$18,848.88**	**$56,546.64**
~~Termed~~Term Licensed Software and Support Grand Total			**$~~67,417.20~~58,117.27**	**$~~67,417.20~~58,117.27**	**$~~67,417.20~~$58,117.27**	**$~~202,251.60~~174,351.81**

~~I~~

N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to add or remove items from the above listed Equipment, Licensed Software, Term Licensed Software. Sub-licensed Software, Subscriptions, Managed Services, Shared Computing Services, Application Service Providers

40 OF 40

EXHIBIT F

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CERNER CORPORATION

HCA ASR 17-001057

Page 336 of 373

and Transaction Services Inventory during the term of the Agreement as necessary.

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1. Should any additions cause an increase in cost to COUNTY that would exceed the Maximum Obligation of the Agreement; the Parties acknowledge that such an increase will only be effect upon approval of the Orange County Board of Supervisors for said increase in funding through an Amendment to the Agreement.

2. Should any removal of items, with the exception of any sublicensed software, third party equipment or transaction services, create a balance owed to COUNTY by CONTRACTOR, CONTRACTOR agrees to retain such amount, only for the duration of any single period under the Agreement, as a credit to COUNTY that may be used to offset any increase in costs due to the addition of an item or items during each individual period. Both Parties agree that any costs, credits, overpayments, underpayments during any single period shall be settled by, mutual agreement of the Parties, within one hundred and twenty (120) calendar days from the end of any single period. Both Parties further agree that any credit balance owed COUNTY upon the termination of the Agreement must be returned to COUNTY by CONTRACTOR and may not be used towards any similar costs of any future agreement.

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41 OF 40   EXHIBIT F
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CERNER CORPORATION

HCA ASR 17-001057   Page 337 of 373

EXHIBIT G

TO AGREEMENT FOR PROVISION OF

MAINTENANCE AND SUPPORT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CERNER CORPORATION

JULY 1, 2017 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,

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1 OF 14
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CERNER CORPORATION

EXHIBIT G
CER02ADMK120

HCA ASR 17-001057

Page 338 of 373

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the P&Ps for its use that protect ePHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph EF below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply under HIPAA to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as designated by the Secretary for purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule or in a time and manner that is reasonably acceptable to both COUNTY and CONTRACTOR as requested by COUNTY.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA related to this Agreement. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA under this Agreement. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding related to this Agreement in which CONTRACTOR is a party or has been joined. COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

14. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee, or agent is a named adverse party.

15. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CONTRACTOR's failure to enter into aforesaid negotiations in good faith may result in termination of this Agreement in accordance with Paragraph XXIX.A.2. (TERMINATION).

16. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that

1 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
2 CONTRACTOR's operations and the nature and scope of its activities.

3   2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the
4 standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in
5 compliance with 45 CFR § 164.316. CONTRACTOR will share with COUNTY its current and updated
6 policies in a controlled CONTRACTOR environment.

7   3. CONTRACTOR shall ensure the continuous security of all computerized data systems
8 containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
9 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
10 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
11 or transmits on behalf of COUNTY. These steps shall include, at a minimum:

12   a. Complying with the agreed upon sections of the data system security precautions listed
13 under Subparagraph E., below;

14   b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in
15 conducting operations on behalf of COUNTY;

16   c. CONTRACTOR Security Program is based on the NIST Cybersecurity Framework and
17 reflects the requirements of ISO 27001-27002 as far as reasonably practicable and applicable to this
18 Agreement.

19   4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
20 transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same
21 restrictions and requirements contained in this Subparagraph D of this Business Associate Contract.

22   5. CONTRACTOR shall report to COUNTY immediately any confirmed Security Incident of
23 which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with
24 Subparagraph EF below and as required by 45 CFR § 164.410.

25   6. CONTRACTOR shall designate a Security Officer to oversee its data security program who
26 shall be responsible for carrying out the requirements of this paragraph. CONTRACTOR Client
27 Accountable Executive or Disaster Recovery Production Owner will communicate on security matters
28 with the COUNTY.

29   E. DATA SECURITY REQUIREMENTS

30   1. Personal Controls

31   a. Employee Training. All workforce members who assist in the performance of functions
32 or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY
33 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
34 COUNTY, must complete information privacy and security training, at least annually, at
35 CONTRACTOR's expense. Each workforce member who receives information privacy and security
36 training must - have record of completion, indicating the member's name and the date on which the
37 //

training was completed. These records of completion must be retained for a period of six (6) years following the termination of Agreement.

      b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including termination of employment where appropriate.

      c. Confidentiality Record. In compliance with pertinent provisions of HIPAA and its implementing regulations, CONTRACTOR shall do the following:

      1) All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be under an obligation of confidentiality that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies.

      2) This must be retained by the workforce member in their learning record prior to access to such PHI.

      3) The confidentiality obligation must be renewed annually.

      4) The CONTRACTOR shall retain each person's record of completion for COUNTY inspection for a period of six (6) years following the termination of the Agreement.

      d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

    2. Technical Security Controls

      a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the COUNTY.

      b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

      c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

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EXHIBIT G
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d.   Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.

e.   Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f.   Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all critical patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g.   User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

1)   Upper case letters (A-Z)
2)   Lower case letters (a-z)
3)   Arabic numerals (0-9)
4)   Non-alphanumeric characters (punctuation symbols)

h. Data Destruction.   When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

8 OF 14   EXHIBIT G
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CERNER CORPORATION

HCA ASR 17-001057   Page 345 of 373

i. System Timeout. The hosted Disaster Recovery system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

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b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty four (24) hours.

b. Data Backup Plan. For the hosted Disaster Recovery system, if a Disaster is declared, CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore COUNTY PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of COUNTY data.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

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10 OF 14
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CERNER CORPORATION
EXHIBIT G
CER02ADMK120

HCA ASR 17-001057   Page 347 of 373

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI–, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be written or oral, but if it is oral, CONTRACTOR shall follow by a written notification within twenty four (24) hours of the oral notification. Thereafter, CONTRACTOR shall provide written notification containing the contents stated below within five (5) calendar days. CONTRACTOR shall be required to provide any other information relevant to the Breach in writing as soon as the information is available.

3. CONTRACTOR's notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2)   A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3)   Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4)   A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5)   Contact procedures for COUNTY to ask questions or learn additional information, which shall include a telephone number, an E-Mail address, or postal address.

4.   COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances.

5.   In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6.   CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7.   CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.

8.   CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9.   If the Breach is due to the negligence or willful misconduct of CONTRACTOR, CONTRACTOR shall bear all reasonable expense or other reasonable costs associated with the Breach that COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach. However, nothing stated herein shall relieve the CONTRACTOR from its obligation to address and be responsible for all costs related to any Breach which obligation the CONTRACTOR independently bears under HIPAA, the HITECH Act, and/or the HIPAA regulations. Regardless of whether the Breach is due to the negligence or willful misconduct of the CONTRACTOR,

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1 | CONTRACTOR shall provide and/or pay for the cost of up to one year of credit monitoring of the
2 | Breaches of the Disaster Recovery System that CONTRACTOR hosts on its server.

3 | G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

4 | 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
5 | as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
6 | the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done
7 | by COUNTY except for the specific Uses and Disclosures set forth below.

8 | a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for
9 | the proper management and administration of CONTRACTOR.

10 | b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the
11 | proper management and administration of CONTRACTOR or to carry out the legal responsibilities of
12 | CONTRACTOR, if:

13 | 1) The Disclosure is required by law; or

14 | 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is
15 | disclosed that it will be held confidentially and used or further disclosed only as required by law or for
16 | the purposes for which it was disclosed to the person and the person immediately notifies
17 | CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has
18 | been breached.

19 | c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
20 | CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
21 | CONTRACTOR.

22 | 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to
23 | carry out legal responsibilities of CONTRACTOR.

24 | 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
25 | consistent with the minimum necessary requirements of HIPAA.

26 | 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
27 | required by law.

28 | H. PROHIBITED USES AND DISCLOSURES

29 | 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
30 | CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to
31 | a health plan for payment or health care operations purposes if the PHI pertains solely to a health care
32 | item or service for which the health care provider involved has been paid out of pocket in full and the
33 | individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

34 | 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
35 | COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
36 | behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
37 | 42 USC § 17935(d)(2).

I.   OBLIGATIONS OF COUNTY

1.   COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.

2.   COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.

3.   COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.

4.   COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J.   BUSINESS ASSOCIATE TERMINATION

1.   Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

a.   Provide an opportunity for CONTRACTOR to cure the material Breach or end the violation within thirty (30) business days; or

b.   Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is feasible.

2.   Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a.   This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

b.   CONTRACTOR shall retain no copies of the PHI.

c.   In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon joint determination by COUNTY and CONTRACTOR that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3.   The obligations of this Business Associate Contract shall survive the termination of the Agreement.

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EXHIBIT H

TO AGREEMENT FOR PROVISION OF

MAINTENANCE AND SUPPORT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CERNER CORPORATION

JULY 1, 2017 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

4. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

5. "PII" shall have the meaning given to such term in the IEA and CMPPA (reference Attachment 1 and Attachment 2 to this Exhibit H to the Agreement).

6. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

7. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

8. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores Pl. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Subparagraph c. below. CONTRACTOR policy is to tightly control and not distribute written or electronic copies of its security policies, due to their sensitivity, but they can be viewed on a limited basis in one of the CONTRATOR's offices or alternatively with an onsite CONTRACTOR associate who can present this information in a properly secured WebEx/teleconference meeting. These controls serve to maintain the appropriate security posture for protecting all clients' data.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS Pl and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in Subparagraph E. of the Business Associate Contract, Exhibit B to the Agreement; and

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

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EXHIBIT H
CER02ADMK120

3) If the data obtained by CONTRACTOR from COUNTY includes PII, as applicable, CONTRACTOR shall also comply with the substantive privacy and security requirements in Attachments 1 and 2 to this Exhibit H (The CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA). CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to materially the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e. CONTRACTOR's Agents and Subcontractors. To impose materially the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents. Where CONTRACTOR'S provision of services involves CONTRACTOR remote hosting of solutions for COUNTY, CONTRACTOR will provide to COUNTY upon request CONTRACTOR'S SOC1 and/or SOC2 type II (or industry equivalent) reports.

g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to the affected individual(s).

h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI and PII or security incident in accordance with Subparagraph F, of the Business Associate Contract, Exhibit B to the Agreement.

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3 OF 4   EXHIBIT H
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CERNER CORPORATION

HCA ASR 17-001057   Page 354 of 373

1	i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an
2	individual, (e.g., Security Officer or designee), to oversee its data security program who shall be
3	responsible for carrying out the requirements of this Personal Information Privacy and Security Contract
4	and for communicating on security matters with the COUNTY.
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1 <u>EXHIBIT I</u>

2 <u>TO AGREEMENT FOR PROVISION OF</u>

3 <u>MAINTENANCE AND SUPPORT SERVICES</u>

4 <u>BETWEEN</u>

5 <u>COUNTY OF ORANGE</u>

6 <u>AND</u>

7 <u>CERNER CORPORATION</u>

8 <u>JULY 1, 2017 THROUGH JUNE 30, 2020</u>

9

10 **<u>I. SECURITY REQUIREMENTS AND GUIDELINES FOR APPLICATION VENDORS</u>**

11 **<u>AND APPLICATION SERVICE PROVIDERS</u>**

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County of Orange Health Care Agency

Security Requirements and Guidelines for Application Vendors and Application Service Providers

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EXHIBIT I

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EXHIBIT I

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION

CER02ADMK120

Table of Contents

4 OF 15
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC
CERNER CORPORATION

EXHIBIT I
CER02ADMK120

HCA ASR 17-001057

Page 359 of 373

1
2
3
4
5
6
7
8
9
10
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 EXHIBIT I

X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

Overview

Security Requirements and Guidelines for Application Vendors and Application Service Providers

This document provides a high-level overview of application security related guidelines and requirements set forth by the Orange County Health Care Agency (OCHCA), and applies to both software vendors for County-implemented applications and application service providers who provide hosted services.

These requirements and guidelines are consistent with regulatory privacy and security requirements and guidelines as well as supportive of OCHCA's position and practices on risk management in terms of appropriately safeguarding OCHCA's information assets.

The sections below are comprehensive and may apply in whole or in part based on specific implementation and scope of work. The expectation is that vendors will comply with relevant sections, as necessary. This information will be reviewed, validated and documented by OCHCA Security prior to any contract being finalized.

Vendors are required to comply with all existing legal and regulatory requirements as they relate to OCHCA's systems and data. Example of regulations, rules and laws include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Senate Bill 1386, Payment Card Industry (PCI) Data Security Standards (if applicable), and Sarbanes-Oxley (SOX). Vendors must also commit to ensuring compliance with all future local, state and federal laws and regulations related to privacy and security as they pertain to the application or service.

6 OF 15   EXHIBIT I
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 361 of 373

General Security Requirements

- The application/system must meet the general security standards based upon ISO 27001,27002:2013 information security framework
- The application must run on an operating system that is consistently and currently supported by the operating systems vendor. Applications under maintenance are expected to always be current in regards to the current version of the relevant operating system.
- For applications hosted by OCHCA, OCHCA will routinely apply patches to both the operating system and subsystems as updated releases are available from the operating system vendor and or any third party vendors. The vendors must keep their software current and compatible with such updated releases in order for the application to operate in this environment.
- Vendors must provide timely updates to address any applicable security vulnerabilities found in the application.
- OCHCA utilizes a variety of proactive, generally available, monitoring tools to assess and manage the health and performance of the application server, network connectivity, power etc. The application must function appropriately while the monitoring tools are actively running.
- All application services must run as a true service and not require a user to be logged into the application for these services to continue to be active. OCHCA will provide an account with the appropriate security level to logon as a service, and an account with the appropriate administrative rights to administer the application. The account password must periodically expire, as per Vendor's policies and procedures.
- In order for the application to run on OCHCA server and network resources, the application must not require the end users to have administrative rights on the server or subsystems.

Encryption

- Application/system must use encryption to protect sensitive data at rest wherever technically possible (e.g. SQL TDE Encryption).
- All data transmissions must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level. This requirement pertains to any regulated data in motion such as website access and file transfers.
- All electronic files, where applicable, that contain OCHCA data must be encrypted when stored on any removable media or portable device (USB drives, CD/DVD, mobile phones, backup tapes). The

encryption must be a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

- All encryption methods used for data storage and transmission must be disclosed by the vendors.

Network Application Documentation

For the hosted Disaster Recovery system, Vendor will share documentation related to the configuration of the application including methods of secure implementation and port requirements on a limited basis and only as it applies to COUNTY.

Access Management

- Application/system must control access to and within the system at multiple levels (e.g. per user, per user role, per area, per section of the chart) through a consistent mechanism of identification and authentication of all users in accordance with the 'Role Based Access Control' (RBAC) standard.
- Application/system must support measures to define, attach, modify and remove access rights for all classes of users.
- Application/system must support measures to enable and restrict access to the whole and/or sections of the technology solution in accordance with prevailing consent and access rules.
- Application must have the ability to create unique user accounts.
- Hosted Disaster Recovery Application must support session timeouts or automatic logoff after 20 minutes of inactivity
- The hosted Disaster Recovery application must provide functionality to automatically disable or lock accounts after 90 days of inactivity.

Password Management

- Application must support password management measures including but not limited to password expiration, account lockout and complex passwords.
- Passwords expiration must be set to 90 days and the system must prevent the use of the previous 4 passwords.
- Accounts must be locked after five unsuccessful login attempts.
- The password must be at least 8 characters in length and a combination of letters, numbers, and special characters with at least 3 of the four following categories.
  - ♦ Uppercase letters (A through Z)

1   ◆ Lowercase letters (a through z)

2   ◆ Numeric digits (0 through 9)

3   ◆ Special Characters (! @ # $ % ^ & etc.)

Audit Capabilities

Auditing and logging capabilities will permit HCA to identify user activity.

- Application must support the identification of the nature of each access and/or modification through the use of logging.
- Application must employ audit capabilities to sufficiently track details that can establish accountability for each step or task taken in a clinical or operational process.
- All audit logs must be protected from human alteration.
- Access to logs must be limited to authorized users.
- The application must employ basic query tools and reports to easily search logs.
- OCHCA record retention policies must be followed. Currently OCHCA requires that this period be at least six years from the time the record was initiated.
- Logging and auditing functionality must include the following:
    - ◆ Record of who did what to which object, when and on which system.
    - ◆ Successful/unsuccessful log-in and log-out of users.
    - ◆ Add, modify and delete actions on data/files/objects.
    - ◆ Read/view actions on data classified as restricted/confidential.
    - ◆ Changes to user accounts or privileges (creation, modification, deletion).
    - ◆ Switching to another users access or privileges after logging in (if applicable).

Protection from Malicious Code

- For cloud hosted solutions, vendors must utilize antivirus/antispyware software on servers and monitor to prevent malicious code which may lead to a compromise of OCHCA's data.
- For local hosted solutions, vendors must ensure that the application appropriately supports the use of antivirus/antispyware software.

Remote Support Functionality

- Provider has a Vendor Remote Access Policy. This policy may be reviewed against OCHCA Vendor Remote Access Policy for material differences.

HCA Data Usage

- During the course of any implementation and subsequent support and life cycle management, any OCHCA data that the vendors have access to in any manner shall be considered confidential unless otherwise designated in writing.
- Vendors must not use or disclose OCHCA's data other than as permitted or as required by contract or law.
- The vendors must agree to use appropriate safeguards to prevent the unauthorized use or disclosure of OCHCA's data during any time that the data is stored or transported in any manner by vendors.
- After the end of any appropriate use of OCHCA's data within the vendors' possession, such data must be returned to OCHCA or securely destroyed unless otherwise permitted by contract or law.

Cloud Solutions

Application Service Providers hosting OCHCA data must meet the following additional requirements and are required to comply with and provide deliverables noted below:

- **SSAE 16.** SSAE 16 SOC 2 Type 2 or SSAE 16 SOC 1 Type 2 compliance Attestation..

- **Network Intrusion Detection and Prevention.** All systems that are accessible via the internet must actively use a network based intrusion detection and prevention solution.
- **Workstation/Laptop Encryption.** All workstations, laptops and mobile devices that process and/or store OCHCA data must be encrypted using full disk encryption that uses a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- **Jurisdiction and Location of OCHCA Data.** To protect against seizure and improper use by non-United States (US) persons and government entities, all data / information hosted for OCHCA must reside in a facility under the legal jurisdiction of the US.
- **Patch Management.** All workstations, laptops, and other systems that access, process and/or store OCHCA data must have appropriate security patches installed. Application Service Providers must utilize a documented patch management process which determines installation timeframe based on risk

assessment and vendor recommendations. At a minimum, all critical patches must be installed within 30 days of vendor release.

- **Application Access.** All systems accessible via the internet must employ security controls to prevent access to the application via an asset not approved or owned by the county.

- **Risk Assessment.** Application Service Providers hosting data for HIPAA covered services must conduct an accurate and thorough Risk Assessment as required by HIPAA Security Rule, Security Management (§ 164.308(a)(1)). Further, they must follow the risk assessment methodology, based on the latest version of NIST SP 800-30 (http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf). Upon request, any applicable Risk Assessment findings and remediation strategy must be shared with OCHCA.

- **NIST.** To ensure compliance with HIPAA, Application Service Providers shall implement appropriate security safeguards by following National Institute of Standards and Technology (NIST) guidelines.

Policies

Vendors must have formal, published IT security policies that address how they manage and maintain the internal security posture of their own or sub-contracted infrastructure. The vendor shall also clearly demonstrate that additional security features are in place to protect systems and data in the unique environment of the service provider model.

Vendors must provide, to the extent permissible, all relevant security policies and procedures to the County for review Vendor's policy is to tightly control and not distribute written or electronic copies of its security policies, due to their sensitivity, but they can be viewed on a limited basis in one of Vendor's offices or alternatively with an onsite Vendor associate who can present this information in a properly secured WebEx / teleconference meeting. These controls serve to maintain the appropriate security posture for protecting all clients' data.

These policies must include, but not be limited to, the following:

- **IT Staff Usage Agreement**. All vendor employees performing services for the County must agree to policies within their own organization as part of an overall security training and awareness program.
  - **IT Security Policies and Procedures**.

  - **IT Operations Security Policy**. Written standards for operational security for any facilities where the County data, staff or systems shall exist. These documents must include, but not be limited to, physical security, network security, logical security, systems/platform security, wireless access, remote access, and data protections.

EXHIBIT I
CER02ADMK120

- **Data Management Security Policy**. Policy for the safeguarding and management of all data provided by the County or accessed by vendor as part of implementation and ongoing maintenance. This policy must, at a minimum, include check-in, check-out, copy control, audit logs and separation of duties.

- **Security Incident Notification and Management Process**. A detailed document that outlines the contact names and order and escalation of events that will occur in the case of a security breach concerning the County staff, data, or systems. This document must be updated immediately upon any change. The vendor shall be held liable to the time-tables and protections outlined in the document.

In addition to developing, maintaining, and enforcing the above named policies, the vendor must:

- Bear the cost of compliance for any required changes to security infrastructure, policies and procedures to comply with existing regulations, unless such change is unique to the County.

- If Vendor's SOC1, SOC2 Type II report or the industry equivalent report covers the provisions of services under the Agreement, County will leverage these reports to the extent possible for the purpose of assessing Vendor's compliance with these terms. Upon request, Vendor will collaborate with County in answering any specific security assessment questions that are not through standard third party audit reports.

- Provide the County with any annual audit summaries and certifications, including but not limited to HIPAA, ISO or SOX audits, as applicable.

- Designate a single point of contact, which is the CernerWorks Production Owner, to facilitate all IT security activities related to Disaster Recovery hosted services provided to the County, with the allowance of appropriate backups. Such contact(s) must be available on a 7/24/365 basis.

Business Continuity / Disaster Recovery Plans

Application Service Providers must have a viable risk management strategy that is formally documented in a Business Continuity Plan (BCP) and/or a Disaster Recovery Plan (DRP). This BCP/DRP plan(s) must identify recovery strategies within the application service areas, outline specific recovery methods and goals, and provide the mutually agreed upon recovery time and point objectives.

Backup and Restore

The vendor must allow viewing in a controlled environment their routine Backup and Restore policy and procedure which includes their backup data security strategy. These procedures shall allow for protection of encryption keys (if applicable) as well as a document media destruction strategy including media management tasks (i.e., offsite vaulting and librarian duties).

Staff Verification

For any employee a vendor contemplates using to provide Disaster Recovery hosted services for the County, the vendor shall use its standard employment criteria as used for similar services provided to other customers in evaluating the suitability of that employee for such roles.

At a minimum, subject to the requirements of applicable law, such criteria must include the information as outlined below for each employee:

- **Relevant Skills, Licenses, Certifications, Registrations**. Each service employee must possess the educational background, work experience, skills, applicable professional licenses, and related professional certifications commensurate with their position. The County may, at any time and at its sole discretion, request that the vendor demonstrate compliance with this requirement as applicable to the nature of the services to be offered by the vendor's employee. The County may, at its sole discretion, also request the vendor's certification that the vendor employee has undergone a chemical/drug screening, with negative results, prior to granting access to the County facilities.

- **Background Checks**. In accordance with applicable law, the vendor must, at the County's request, obtain as a condition of employment, a background investigation on any vendor employee selected to work for the County. The security and background investigation shall include criminal record checks, including records of any conviction in the U.S. or other relevant jurisdiction where the employee resides. Costs for background investigations must be borne by the vendor.

At a minimum, subject to the requirements of applicable law, the vendor must:

1. Ensure that all vendor service employees performing applicable services or supporting the vendor's duties and obligations under a County agreement: (i) have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under any laws; and (ii) have not been on any list published and maintained by the Government of the United

13 OF 15   EXHIBIT I
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 368 of 373

States of America of persons or entities with whom any United States person or entity is prohibited from conducting business.

2. Follow such verification procedures as may be reasonably specified by the County from time to time. If either the vendor or the County becomes aware that any vendor employee has been convicted of a crime involving violence, fraud, theft, dishonesty or breach of trust, or has been included on any such list of persons or entities convicted of such crimes, then the vendor shall promptly remove the employee from providing services to the County and prohibit that employee from entering any facilities at which services are provided.

3. Annually certify to the County that, the CernerWorks Production Owner and Architect, to the best of its knowledge, or any of the service employees that work 160 hours annually with the Disaster Recovery remote hosted system, have not been convicted of any felony involving fraud, theft, dishonesty or a breach of trust under any laws.

IT Physical Security and Access Control

The vendor must establish processes and procedures for physical access to and control of their own facilities that are, at a minimum, consistent with relevant industry-specific best practices.

Vendor employees are expected to:

- Comply with facility access procedures, using procedures such as sign-in/sign-out requirements and use of assigned ID badges.

- Scan ID badges, where applicable, at any secure door and/or entrance and exit gates, including any door or gate that may already be open.

- Refrain from using recordable media in conjunction with County-owned equipment.

- Comply with check-in/check-out requirements for materials and/or equipment.

- Adhere to the facility's established emergency, safety and evacuation procedures.

- Report any unsafe conditions to the facility's safety representative.

- Report any access violations or security threats to the facility's local security administrator.

IT Security Compliance and Training

The vendor must ensure that all vendor employees comply with security policies and procedures and take all reasonable measures to reduce the opportunity for unauthorized access, transmission, modification or misuse of the County's data by vendor employees.

14 OF 15   EXHIBIT I
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 369 of 373

The vendor must ensure that all vendor employees are trained on security measures and practices. The vendor will be responsible for any costs related to such training.

At a minimum, the vendor is expected to:

- Ensure that a formal disciplinary process is defined and followed for vendor employees who violate established security policies and procedures.

- Proactively manage and administer access rights to any equipment, software and systems used to provide services to the County.

- Define, maintain and monitor access controls, ranging from physical access to logical security access, including a monthly review of vendor employees' access to systems used to provide services to the County.

The vendor shall monitor facilities, systems and equipment to protect against unauthorized access.

At a minimum, the vendor is expected to:

- Monitor access to systems; investigate apparent security violations; and notify the County of violations, including routine reporting on hacking incidents, penetrations and responses.

- Maintain data access control and auditing software and provide adequate logging, monitoring, and investigation of unusual or suspicious activity.

- Initiate immediate corrective actions to minimize and prevent the reoccurrence of any security violations.

- Document details related to security violations and provide documentation to the County.

- Provide necessary documentation and evidence to the County in connection with any legal action or investigation related to the provision of services by Vendor to County.

Security Testing Recommendations

The vendor should perform a series of steps to verify the security of applications, some of which are noted below. This section will not be validated by the County, but reflects best practices that the vendor should consider and follow.

1. Look for vulnerabilities at various layers of the target environment. In the lowest layer, the vendor's testing team should look for flaws in the target network environment, including any

routers and firewalls designed to control access to the web server and related target components. The team should attempt to determine whether such filters provide adequate protection at the network layer of the target hosts that the team can reach across the Internet.

2. Look for flaws in the Internet-accessible hosts associated with the target infrastructure, including the web server. This host-based component of the test will analyze which network-accessible services are available on the target hosts across the Internet, including the web server process. The testing team should look for incorrect configuration, unpatched or enabled services, and other related problems on the target hosts.

This review performed by the vendor should include but not be limited to:

- The web application (i.e., the software that interacts with users at their web browsers; typically, custom-crafted code created by the web development team)

- The web server application (the underlying software that sends and receives information via HTTP and HTTPS, typically off-the-shelf software such as Microsoft's IIS or the open-source Apache software)

- Any separate backend application servers that process information from the web application

- The backend database systems that house information associated with the web application.

- Infrastructure diagrams.

- Configuration host review of settings and patch versions, etc.

- Full code review.

- Identification and remediation of well-known web server, code engine, and database vulnerabilities.

- Identification and remediation of any server and application administration flaws and an exploitation attempt of same.

- Analysis of user interface, normal application behavior, and overall application architecture for potential security vulnerabilities.

- Analysis of data communications between the application and databases or other backend systems.

- Manual analyses of all input facilities for unexpected behavior such as SQL injection, arbitrary command execution, and unauthorized data access.

- Analyses of user and group account authentication and authorization controls to determine if they can be bypassed.

- Identification of information leakage across application boundaries, including the capability to enumerate other users' data and "show code" weaknesses that reveal internal application logic.

- Identification of areas where error handling is insufficient or reveals too much sensitive information.

- Identification of opportunities to write to the host file system or execute uploaded files.

- Identification of product sample files, application debugging information, developer accounts or other legacy functionality that allows inappropriate access.

- Determination as to whether or not fraudulent transactions or access can be performed.

- Attempts to view unauthorized data, especially data that should be confidential.

- Examination of client-side cached files, temporary files, and other information that can yield sensitive information or be altered and re-submitted.

- Analysis of encoded and encrypted tokens, such as cookies, for weakness or the ability to be reverse engineered.

Vendor Deliverables

The following items are to be provided by the vendor:

- OCHCA Security Requirements and Guidelines for Application Vendors and Application Service Providers - Questionnaire

- Business Continuity Plan Summary (as related to service provided)

- SSAE 16 SOC 2 Type 2 or SSAE 16 SOC 1 Type 2 compliance Attestation

- Network Diagram that demonstrates vendor network and application segmentation including the security controls in place to protect HCA data (to the degree applicable to the Disaster Recovery hosting services included in this Agreement

- Vendor will allow OCHCA to view Vendor policies in one of the Vendor's offices or alternatively with an onsite Vendor associate who can present this information in a properly secured WebEx/teleconference meeting.

- Security Incident Notification and Management Process

- Security Contact Identification (24x7x365)

- Staff Related Items

  o Pre-Employment Screening Policy/Procedure

17 OF 15   EXHIBIT I
X:\ASR\ADMIN\REDLINE_CERNER MAINTENANCE AND SUPPORT SERVICES K1 FY 17-20 NL.DOC   CER02ADMK120
CERNER CORPORATION

HCA ASR 17-001057   Page 372 of 373

1		o Background Checking Procedure
2		o Ongoing Employment Status Validation Process for the qualifying Disaster Recovery hosting
3		services associates.
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