

FIRST ~~SECOND~~ AMENDMENT TO AGREEMENT FOR
PROVISION ~~OF MAINTENANCE~~ OF MAINTENANCE AND SUPPORT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CERNER CORPORATION
JULY 1, 2017 THROUGH JUNE 30, ~~2020~~ 2022

THIS ~~FIRST~~ SECOND AMENDMENT TO AGREEMENT entered into this ~~31st~~ 19th day of ~~July~~ 2018 ~~November 2019~~, (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and CERNER CORPORATION, a Delaware For-Profit Corporation (CONTRACTOR). The Original Agreement and this first Amendment are and shall continue to be administered by the Director of the COUNTY’s Health Care Agency or his/her authorized designee (“ADMINISTRATOR”).

WITNESSETH:

WHEREAS, on the 1st day of July 2017, COUNTY and CONTRACTOR previously entered into that certain Agreement for the provision of Maintenance and Support Services for the period July 1, 2017 through June 30, 2020; and

WHEREAS, on July 31, 2018, COUNTY authorized an increase of the Agreement in the amount of \$3,485,861 to the Agreement for the provision of Maintenance and Support Services for the period July 1, 2017 through June 30, 2020; and

WHEREAS, COUNTY desires to augment and renew the Agreement for the provision of Maintenance and Support Services for an additional two years, from July 1, 2020 through June 30, 2022, increasing Period One funding from \$3,087,044.05 to \$6,024,818.97, Period Two to \$3,377,49.00, and Period Three to \$3,478,003.94, for a revised maximum obligation of \$12,880,572.28.

WHEREAS, COUNTY and CONTRACTOR have developed an Integrated Records Information System serving both HCA’s Behavioral Health and Public Health Services divisions; and

WHEREAS, COUNTY and CONTRACTOR desire to augment the existing maintenance and support agreement by including additional and/or replacement server and network equipment and related software licenses that support the electronic health record system; and

WHEREAS, COUNTY and CONTRACTOR acknowledge the enhanced equipment and expansion of functional features will improve capabilities and result in significantly better performance allowing staff to be more productive; and

WHEREAS, COUNTY and CONTRACTOR agree to amend the Agreement for the provision of Maintenance and Support Services of the enterprise-wide Electronic Health Record System;

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

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REFERENCED CONTRACT PROVISIONS

~~Term: July 1, 2017 through June 30, 2020~~

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

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

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

Term: July 1, 2019 through June 30, 2022

Period One Means the period from July 1, 2019 through June 30, 2020

Period Two Means the period from July 1, 2020 through June 30, 2021

Period Three Means the period from July 1, 2021 through June 30, 2022

Maximum Obligation:

Period One Maximum Obligation:	\$ 2,444,475.61	<u>\$ 6,024,818.97</u>
Period Two Maximum Obligation	-5,305,184.06	<u>3,377,749.00</u>
Period Three Maximum Obligation:	3,087,044.05	<u>3,478,003.94</u>
TOTAL MAXIMUM OBLIGATION:	\$ 10,836,703.72	<u>\$12,880,572.28</u>

Basis for Reimbursement: Negotiated Amount

Payment Method: In Arrears

CONTRACTOR DUNS Number: 04-241-0688

CONTRACTOR TAX ID Number: 43-1196944

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Development and Management
405 West 5th Street, Suite 600
Santa Ana, CA 92701
Attn: Contract Administrator

CONTRACTOR: Cerner Corporation
2800 Rockcreek Parkway
Kansas City, Missouri 64117
Attn: Marc Naughton, Executive Vice President and CFO
E-Mail: mnaughton@cerner.com

I. ACRONYMS

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

1		
2		
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4	A. AA	Alcoholics Anonymous
5	B. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
6	C. ABC	Allied Behavioral Care
7	D. ACH	Acute Care Hospital
8	E. ADAS	Alcohol and Drug Abuse Services
9	F. ADL	Activities of Daily Living
10	G. ADP	Alcohol and Drug Program
11	E. AES	Advanced Encryption Standard
12	F. AFLP	Adolescent Family Life Program
13	G. AIDS	Acquired Immune Deficiency Syndrome
14	H. AIM	Access for Infants and Mothers
15	I. AMHS	Adult Mental Health Services
16	J. ARRA	American Recovery and Reinvestment Act of 2009
17	K. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
18	L. ASI	Addiction Severity Index
19	M. ASIST	Applied Suicide Intervention Skills Training
20	N. ASO	Administrative Services Organization
21	O. ASRS	Alcohol and Drug Programs Reporting System
22	P. BBS	Board of Behavioral Sciences
23	Q. BCP	Business Continuity Plan
24	R. BH	Base Hospital
25	S. BHS	Behavioral Health Services
26	T. CalOMS	California Outcomes Measurement System
27	U. CalWORKs	California Work Opportunity and Responsibility for Kids
28	V. CAP	Corrective Action Plan
29	W. CAT	Centralized Assessment Team
30	X. CCC	California Civil Code
31	Y. CCLD	(California) Community Care Licensing Division
32	Z. CCR	California Code of Regulations
33	AA. CDCR	California Department of Corrections and Rehabilitation
34	AB. CDSS	California Department of Social Services
35	AC. CERC	Children's Emergency Receiving Center
36	AD. CESI	Client Evaluation of Self at Intake
37	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

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

II. ALTERATION OF TERMS

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

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

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

9 10 **III. CHOICE OF LAW AND FORUM**

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

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

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

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

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

7 8 **IV. COMPLIANCE**

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

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

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

- 21 a. Designation of a Compliance Officer and/or compliance staff.
- 22 b. Written standards, policies and/or procedures.
- 23 c. Compliance related training and/or education program and proof of completion.
- 24 d. Communication methods for reporting concerns to the Compliance Officer.
- 25 e. Methodology for conducting internal monitoring and auditing.
- 26 f. Methodology for detecting and correcting offenses.
- 27 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

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

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

32 2. An Ineligible Person shall be any individual or entity who:
33 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
34 federal and state health care programs; or
35 b. has been convicted of a criminal offense related to the provision of health care items or
36 services and has not been reinstated in the federal and state health care programs after a period of
37 exclusion, suspension, debarment, or ineligibility.

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

4 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
5 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
6 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
7 State
8 of California health programs and have not been excluded or debarred from participation in any federal
9 or state health care programs, and to further represent to CONTRACTOR that they do not have any
10 Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28
29 **V. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

22 **VI. CONFLICT OF INTEREST**

23 A. The Orange County Board of Supervisors' policy prohibits its public employees from engaging
 24 in activities involving conflict of interest. CONTRACTOR shall exercise reasonable care and diligence
 25 to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY.
 26 This obligation shall apply to CONTRACTOR, CONTRACTOR's officers, employees and agents,
 27 relatives, sub-tier contractors, and third parties associated with accomplishing work and services
 28 hereunder as outlined in the California Political Reform Act of 1974 and Government Code 87103.
 29

30 B. CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to
 31 prevent its officers, employees and agents from making, receiving, providing, or offering gifts,
 32 entertainment, payments, loans, or other considerations, which could be deemed to appear to influence
 33 individuals to act contrary to the best interest of COUNTY.
 34

35 **VII. CONTRACTOR LIMITATION OF LIABILITY**

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

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

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

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

13 **VIII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

33 F. Nothing contained in this Paragraph shall be construed to prohibit CONTRACTOR from
34 acquiring Equipment or Sublicensed Software (or services related thereto) from the Equipment's and
35 Sublicensed Software's manufacturers or third party providers or to require CONTRACTOR to obtain
36 approval for such acquisitions.
37

1 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

11
12 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

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

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

26
27 **XI. FREIGHT ON BOARD PRICES**

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

37 //

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).

36 //

37 //

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
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

22
23 I. REQUIRED COVERAGE FORMS

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 W. SUBMISSION OF INSURANCE DOCUMENTS

8 1. The COI and endorsements shall be provided to COUNTY as follows:
9 a. Prior to the start date of this Agreement.
10 b. Within ten (10) calendar days of expiration date for each policy.
11 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
12 changes to any of the insurance types as set forth in Subparagraph G. of this Paragraph.

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

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

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

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

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

37 //

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

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

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

18 **XIV. INFORMATION MANAGEMENT TOOLS**

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

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

23 2. Has no liability to any person or institution for any change made to data or information
24 added to Content by COUNTY or any party other than CONTRACTOR.
25

26 B. In addition, all Content has been developed and reviewed by CONTRACTOR based upon
27 published data and the experiences of qualified professionals whenever possible; however, it is
28 COUNTY'S responsibility to validate all Content against its standard operating procedures, and all
29 federal, state and local regulations. CONTRACTOR will not be responsible for any errors,
30 misstatements, inaccuracies, or omissions in the Content delivered to COUNTY, although every effort
31 has been made to ensure its quality and accuracy. To the extent CONTRACTOR discovers a material
32 error, misstatement, inaccuracy, or omission in its Content, CONTRACTOR will notify COUNTY
33 through CONTRACTOR's standard notification procedures.
34

35 **XV. INSPECTIONS AND AUDITS**

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

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

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

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

15 **XVI. LICENSES AND LAWS**

16 A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term
 17 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and
 18 exemptions necessary for the provision of the services hereunder and required by the laws and
 19 regulations of the United States State of California, COUNTY, and any other applicable governmental
 20 agencies. CONTRACTOR shall notify ADMINISTRATOR within five (5) business days and in writing
 21 of its inability to obtain or maintain, irrespective of the pendency of any appeal, such permits, licenses,
 22 approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this
 23 Agreement.
 24

25 B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services
 26 provided hereunder as any may now exist or be hereafter changed. The cost of compliance with any
 27 such laws, rules or regulations will be made free of charge to COUNTY, if made available generally and
 28 at no charge to CONTRACTOR's customer base. For federal requirements not made generally
 29 available at no charge, the cost of compliance will be prorated among CONTRACTOR's customer base
 30 in the United States. If any new requirements apply to COUNTY's state only, the cost of compliance
 31 will be prorated among CONTRACTOR's customers in that state for the applicable services. If such
 32 requirements apply only to COUNTY's county or municipality, the cost of compliance will be charged
 33 to COUNTY, provided however that COUNTY shall provide its approval of any required changes prior
 34 to CONTRACTOR's making such changes and incurring any associated fees. With respect to the cost
 35 of compliance as described in this Paragraph, the cost will be assessed to COUNTY in the form of a
 36 one-time fee. For updates to meet federal and state requirements where CONTRACTOR assesses
 37

//

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

3 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS:

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

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

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

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

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

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

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

24
25 **XVII. LITERATURE AND ADVERTISEMENTS**

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

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

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

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

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

10
11 **XVIII. MAXIMUM OBLIGATION**

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

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

21
22 **XIX. MINIMUM WAGE LAWS**

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

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

32 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
33 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
34 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
35 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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1 6. CONTRACTOR shall give written notice of its commitments under this Nondiscrimination
2 Paragraph to each labor union or representative of workers with which CONTRACTOR and/or
3 subcontractor has a collective bargaining agreement or other contract or understanding.

4 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
5 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
6 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
7 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
8 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
9 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
10 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
11 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
12 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
13 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
14 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
15 Nondiscrimination Paragraph, Discrimination includes, but is not limited to the following based on one
16 or more of the factors identified above:

- 17 1. Denying a client or potential client any service, benefit, or accommodation.
- 18 2. Providing any service or benefit to a client which is different or is provided in a different
19 manner or at a different time from that provided to other clients.
- 20 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
21 others receiving any service or benefit.
- 22 4. Treating a client differently from others in satisfying any admission requirement or
23 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
24 any service or benefit.
- 25 5. Assignment of times or places for the provision of services.

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

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

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

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

1 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
 2 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 3 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
 4 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 5 with succeeding legislation.

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

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

14 **XXII. NOTICES**

15
 16 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
 17 authorized or required by this Agreement shall be effective:

- 18 1. When written and deposited in the United States mail, first class postage prepaid and
 19 addressed as specified on Page 5 of this Agreement or as otherwise directed by ADMINISTRATOR;
- 20 2. When faxed, transmission confirmed;
- 21 3. When sent by electronic mail; or
- 22 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
 23 Service, or other expedited delivery service.

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

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

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

36 E. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
 37 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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1 **XXVI. SITE VISITS AND COUNTY CREDITS**

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

22
 23 **XXVII. STATUS OF CONTRACTOR**

24 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
 25 wholly responsible for the manner in which it performs the services required of it by the terms of this
 26 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
 27 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
 28 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
 29 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
 30 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
 31 subcontractors as they relate to the services to be provided during the course and scope of their
 32 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 33 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
 34 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.

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.

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

4 3. Insolvency

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

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

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

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

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

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

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

23 3. In the event that this Agreement is terminated due to an uncured default of the COUNTY's hereunder, CONTRACTOR may
24 declare all Agreement payments to the end of the COUNTY's then current fiscal year to be due,
25 including any delinquent Agreement payments from prior budget years. In no event shall
26 CONTRACTOR be entitled to the remedy of acceleration of the total Agreement payments due over the
27 term of this Agreement. The parties acknowledge and agree that the limitations set forth above are
28 required by Article 16, §18 of the California Constitution. Notwithstanding the foregoing,
29 CONTRACTOR may have other rights or civil remedies to seek relief due to the COUNTY's default
30 under this Agreement. Such rights or remedies may include a right to continue the COUNTY's
31 responsibility to perform under this Agreement and sue for payments as they become due.

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

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

35 2. Within thirty (30) calendar days after receiving notice from COUNTY that the Licensed
36 Software, and any other products provided by CONTRACTOR that COUNTY has not paid for, are
37 available in a secure location at COUNTY's site for pick-up by CONTRACTOR, CONTRACTOR shall

1 within thirty (30) calendar days refund to COUNTY payments made for the Licensed Software
2 hereunder (depreciated over a five-year straight line basis). COUNTY shall then within thirty (30)
3 calendar days release to CONTRACTOR the materials described above. CONTRACTOR shall be
4 responsible for the costs of removal of such items.

5 **D. ORDERLY TERMINATION:**

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

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

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

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

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

34 3. Fails to upgrade to a current Release if any third-party products which are material to the
35 productive use by the Licensed Software are no longer supported by the third-party suppliers (i.e., if a
36 third-party product upgrade is required by a third-party supplier, CONTRACTOR will extend this
37 upgrade requirement to COUNTY). CONTRACTOR will have no obligation to provide assistance with

1 problems caused by Equipment or Sublicensed Software failure where COUNTY is not on Maintenance
2 with CONTRACTOR.

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

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

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

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

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

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

30 J. FORCE MAJEURE: Neither party shall be assessed with liquidated damages or held in breach
31 during any delay beyond the time named for the performance of this Agreement caused by an act of God,
32 war, civil disturbance, labor dispute, or other similar cause beyond its reasonable control, provided such
33 party gives the other party written notice of the cause of the delay within ten calendar days of the start of
34 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.

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

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

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

10
11 **XXXII. WORK PRODUCT**

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

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

3
4 CERNER CORPORATION

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

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14 COUNTY OF ORANGE

15
16
17 BY: _____ DATED: _____

18 HEALTH CARE AGENCY

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22
23 APPROVED AS TO FORM
24 OFFICE OF THE COUNTY COUNSEL
25 ORANGE COUNTY, CALIFORNIA

26
27
28 BY: _____ DATED: _____

29 DEPUTY

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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 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.

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 MAINTENANCE AND SUPPORT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CERNER CORPORATION
 8 JULY 1, 2017 THROUGH JUNE 30, 2020

9
10 **I. DEFINITIONS**

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

13 1. Agreement shall mean this Agreement, the signature page, any amendments, Exhibits and
14 Attachments.

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

18 3. Attachment shall mean any document so designated and affixed to and made part of this
19 Agreement or any Exhibit to this Agreement.

20 4. Business Day shall mean Monday through Friday 8am to 5pm Central Standard Time,
21 excluding CONTRACTOR recognized holidays.

22 5. CONTRACTOR shall mean Cerner Corporation, a Delaware corporation, and its permitted
23 successors and assigns.

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

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

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

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

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

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1 7. Configuration Change shall mean a requested change to a reference build.

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

5 9. COUNTY shall mean the County of Orange, a political subdivision of the State of
6 California.

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

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

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

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

19 14. Equipment Operating System Sublicensed Software shall mean the operating system
20 software.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

37 //

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:

1 a. Period One

2 1) Licensed Software Support; \$1,268,584.74 437,611.56. Of this funding,
3 \$146,244.96 is for any unanticipated maintenance and support service related needs not necessarily
4 identified as Licensed Software Support items that may become necessary such as equipment, additional
5 staff hours, and associated travel and lodging, which may be enacted through written, mutual agreement
6 of the Parties in the form of a letter of concurrence or amendment to this Agreement.

7 2) Equipment Maintenance; \$~~112,576.60~~ 234,121.81. New equipment comes standard
8 with either thirty six (36) or sixty (60) months of maintenance included and is invoiced at Second
9 Amendment Effective date.

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

15 b) Of this funding, \$110,533.05 which is inclusive of tax and is an advance
16 payment for the maintenance of equipment identified in Subparagraph I.E.2 of Exhibit F to the
17 Agreement. The table Pre-Paid Equipment Maintenance Fee Schedule in Subparagraph I.E.2 of Exhibit F
18 to the Agreement identifies the pre-paid maintenance term for each piece of equipment.

19 3) Subscription Services; \$67,439.88.

20 ~~3) Subscription Services; \$62,699.88.~~

21 4) Application Services Provider (ASP) ~~and~~ \$143,106.

22 5) Shared Computing Services; \$85,680 13,740.

23 ~~5) Managed Services and~~ \$325,670.28.

24 7) Application Management Services; \$296,870.28 535,140.

25 ~~6) Transaction Services; \$35,560.~~

26 ~~7) Sublicensed Software Maintenance; \$524,386.84 717,327.88.~~ Of this funding,
27 \$28,600 is for any unanticipated maintenance and support service related needs not necessarily identified
28 as Sublicensed Software Maintenance items that may become necessary such as equipment, additional
29 staff

30 ~~hours, and associated travel and lodging, which may be enacted through written, mutual agreement of the~~
31 ~~Parties in the form of a letter of concurrence or amendment to this Agreement.~~

32 ~~8) Term Licensed Software and Support; \$58,117.27.~~

33 ~~b. Period Two~~

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

36 ~~2) Managed Services One Time Fees; \$172,500 which is invoiced at First Amendment~~
37 ~~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; \$1,337,478.34. Of this funding, \$146,244.96 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.~~

~~7) Term Licensed Software and Support; \$58,117.27.~~

~~11) Equipment Maintenance; \$227,196.86. New equipment comes standard with either thirty six (36) or sixty (60) months One-Time Fees; \$682,998.39 which is inclusive of maintenance included tax and is invoiced at First~~Second~~ Amendment Effective date~~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.~~

~~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; \$66,269.88.~~

~~9) Application Services Provider (ASP) and 12)~~

~~Sublicensed Software One Time Fees; \$202,565.73 which is inclusive of tax and is invoiced at Second Amendment Effective Date.~~

~~13) Shared Computing Services; \$100,123 One Time Fees; \$7,500 which is invoiced at Second Amendment Effective Date.~~

~~10) Managed Services and Application Management Services; \$789,076.09.~~

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

~~12) Sublicensed Software Maintenance; \$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.~~

~~13) Term Licensed Software and Support; \$58,117.27.~~

14) ~~Professional Services; \$706,637,1,563,920~~ 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.~~ and is invoiced as follows:

~~e. Period Three~~

a) \$500,000 Fixed Fee Hours Pool invoiced at Second Amendment Effective Date.

b) \$545,000 Fee For Service hours which will be invoiced monthly in arrears after the services are delivered

c) \$24,000 for travel which is invoiced monthly in arrears after the travel has occurred

d) \$494,920 Fixed Fee milestone based services that are invoiced as follows:

(1) 20%, or \$98,984 that is invoiced at the Second Amendment Effective Date.

(2) 30% or \$148,476 that is invoiced at Project Kick-Off

(3) 30% or \$148,476 that is invoiced at completion of Build

(4) 20% or \$98,984 that is invoiced at First Productive Use- Go-Live

b. Period Two

1) Licensed Software Support; ~~\$1,344,175.20.~~ 375,896.75. Of this funding, \$146,244.96 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; ~~\$68,710.48.~~ 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.

~~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 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; \$67,439.88.~~

3) Subscription Services; \$69,125.88.

4) Application Services Provider (ASP) ~~and~~ \$155,226.00

5) Shared Computing Services; ~~\$101,436~~ 16,900.20.

~~56) Managed Services and~~ \$333,812.04

7) Application Management Services; ~~\$860,810.28~~ 548,518.50.

~~68)~~ Transaction Services; ~~\$35,560~~ 36,424.00

~~79)~~ Sublicensed Software Maintenance; ~~578,319.46~~ \$713,565.16. 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.

~~810)~~ Term Licensed Software and Support; \$59,570.38.

c. Period Three

1) Licensed Software Support; \$1,406,638.04 Of this funding, \$146,244.96 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; \$88,956.64. 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; \$70,854.02.

4) Application Services Provider (ASP); \$159,106.65.

5) Shared Computing Services; \$17,322.71.

6) Managed Services; \$342,157.34

7) Application Management Services; \$562,231.46.

8) Transaction Services; \$37,309.60

9) Sublicensed Software Maintenance; \$732,367.84. 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.

~~58,117.27~~ 10) Term Licensed Software and Support; \$61,059.64.

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.

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,

1 Application Management Services, Application Service Providers, Transaction Services, and
2 Professional Services purchased through CONTRACTOR and in First Productive Use as of the date of
3 execution and/or amendment through the termination date, of the Agreement.

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

7 5. Term shall not begin for FHIR or EPCS monthly fees until Project Kickoff. COUNTY shall
8 not be invoiced for these fees until thirty (30) calendar days after Project Kickoff.²²

9 B. PAYMENT METHOD

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

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

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

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

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

28 F. CONTRACTOR shall be responsible for providing acceptable invoices to ADMINISTRATOR
29 for payment and obtaining prior approvals as required herein. Incomplete or incorrect invoices shall be
30 returned to CONTRACTOR for correction. Documentation, including but not limited to copies of
31 receipts, shall be required by ADMINISTRATOR along with the supporting invoices.

32 G. COUNTY shall pay all Equipment, Licensed Software, Sublicensed Software and Support
33 Services monthly Maintenance and Support fees for each prospective year, beginning July 1 of each
34 year, in which the Agreement shall be in effect, after the parties review and mutually agree, in writing,
35 on the Equipment, Licensed Software, Sublicensed Software and Support Services inventory for which
36 Support and Maintenance will be provided in the next fiscal year, including the costs of said Support and
37 Maintenance, from July 1 and extending through June 30. The Parties agree that costs associated with

1 the purchase of additional equipment, licensed software, sublicensed and/or software Support Services,
 2 and corresponding maintenance, may be included in the inventory to be authorized and expended at sole
 3 discretion of ADMINISTRATOR, as referenced in Subparagraphs V.A.1.a.1., V.A.1.a.2., V.A.1.a.7.,
 4 V.A.1.b.6., 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.

5 H. ADVANCE

6 1. COUNTY, at its sole discretion, has agreed to advance CONTRACTOR a sum not to
 7 exceed \$~~706,637~~1,063,920.00 for professional services and travel specified in section XII of this Exhibit
 8 A. At sole discretion of ADMINISTRATOR, advance payments for professional services and travel,
 9 until used, may be deducted from any payment to CONTRACTOR throughout the remaining term of this
 10 Agreement, or future agreements with CONTRACTOR, in an amount not to exceed the total of
 11 outstanding advances. In the event of early termination of this Agreement, the unpaid balance of the
 12 advance for professional services and travel shall be immediately due and payable to COUNTY by
 13 CONTRACTOR.

14 2. COUNTY has also agreed to prepay CONTRACTOR a sum of \$110,~~031.10~~533.05 for
 15 maintenance under this Agreement. The prepaid maintenance term shall commence upon Equipment
 16 shipment and extend past the expiration date of this Agreement as referenced in Exhibit F of this
 17 Agreement.

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

24
 25 **VI. REPORTS AND MEETINGS**

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

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

36 //

37 //

1 **VII. RESPONSIBILITY OF CONTRACTOR**

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

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

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

11
12 **VIII. SERVICES**

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

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

34 **C. LICENSED SOFTWARE SUPPORT:**

35 1. Support for the Licensed Software shall consist of preventative maintenance, remedial
36 maintenance and correction of defects with respect to the Licensed Software during the period for which
37 COUNTY pays for Support and shall continue until terminated as provided in the Agreement.

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

13 2. Support Fees: In the event that COUNTY's Scope of Use count increases, based upon
14 mutual agreement of the Parties, during the term of the Agreement (notwithstanding the terms of
15 Paragraph G. of Exhibit B to the Agreement) in an amount that exceeds the current Scope of Use limits
16 outlined in Paragraph C. of Exhibit B to this Agreement, this count increase, in addition to any other
17 increased costs, shall become the new base line figures which may increase the total costs of Support
18 Fees, provided that COUNTY has paid CONTRACTOR the applicable Scope of Use expansion fees.

19 3. New Releases: CONTRACTOR shall furnish COUNTY with New Releases of the Licensed
20 Software so long as COUNTY remains on Support. The New Release shall be offered to the COUNTY
21 in written form (CD) or in electronic form through cerner.com not later than the first date the New
22 Release is available for sale or use by any other commercial customer of CONTRACTOR. Except as set
23 forth in Subparagraph XXIX.F. of the Agreement, COUNTY shall have no obligation to implement any
24 New Release. The obligation of CONTRACTOR under this Paragraph to provide notice to COUNTY of
25 the existence and availability of any New Release is not contingent or dependent upon COUNTY's
26 purchase of Support at any time during the New Release. All New Releases made by CONTRACTOR
27 during the Support period shall be developed so that the New Releases are fully compatible with the then
28 existing Licensed Software, as well as any previously installed New Releases. At the time it delivers and
29 commences the installation of any New Release, CONTRACTOR shall also deliver the revised
30 Documentation. The price of each New Release is included in the Support fee, but does not include
31 additional Equipment or CONTRACTOR Implementation services related thereto.

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

37 E. SOFTWARE LICENSE:

1 1. License Grant: Subject to the terms and conditions of this Agreement, CONTRACTOR
2 grants to COUNTY a non-exclusive, non-transferable, fully paid, irrevocable and perpetual license to use
3 the Licensed Software solely as specified in this Agreement. This license shall include all New Releases
4 to the Licensed Software provided pursuant to the terms of this Paragraph VIII.E.1. of this Exhibit A to
5 the Agreement and Subparagraph XXIX.F. of the Agreement hereby and shall apply to the Permitted
6 Facilities, and all Permitted Users of the Permitted Facilities.

7 2. Scope of Use:

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

12 b. CONTRACTOR shall provide COUNTY with a copy of the Licensed Software.
13 COUNTY shall have the right to make sufficient back-up and archival copies to support its permitted use
14 of the Licensed Software, provided that the intellectual property contained in such copies shall remain
15 the property of CONTRACTOR. No right to use, print, copy, modify, create derivative works of, adapt,
16 translate, distribute, disclose, decompile or reverse engineer the Licensed Software is granted, except as
17 expressly set forth in this Agreement. CONTRACTOR hereby reserves all rights not expressly granted
18 hereunder.

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

25 3. Sublicense Grant: Subject to the terms and conditions of this Agreement, CONTRACTOR
26 grants to COUNTY a non-exclusive, non-transferable sublicense to use the Sublicensed Software on the
27 terms and conditions which are set forth for end-users in the underlying license granted to
28 CONTRACTOR by the Sublicensed Software supplier. If execution by COUNTY of a separate
29 sublicense agreement is required by a Sublicensed Software supplier, CONTRACTOR shall so inform
30 COUNTY. In such case, COUNTY shall either execute same or be denied access to that portion of the
31 Sublicensed Software. If COUNTY declines to execute the supplier's sublicense agreement,
32 CONTRACTOR shall assist COUNTY in negotiating changes to the standard terms. CONTRACTOR
33 shall have no responsibility for any impairment to Equipment, Sublicensed Software or Licensed
34 Software functionality, reliability or performance occasioned by the absence of such item of Sublicensed
35 Software until such sublicense has been obtained and, if necessary, executed by COUNTY.
36 CONTRACTOR has recommended the use of such Equipment and Sublicensed Software in connection
37 with the System and represents that the Equipment and Sublicensed Software will operate properly

1 within (i.e., be integrated to work with) the System. CONTRACTOR does not make any warranties or
2 guarantees regarding functionality, reliability or performance of the Equipment and/or Sublicensed
3 Software. In the event of any warranty, claim or support relating to any Equipment or Sublicensed
4 Software, CONTRACTOR shall interface with the manufacturer of the Equipment or licensor of such
5 Sublicensed Software to obtain all necessary support or remedies available pursuant to applicable
6 warranties from the manufacturer or licensor or CONTRACTOR's support obligations hereunder.

7 F. SOFTWARE OWNERSHIP

8 1. Intellectual Property Rights:

9 a. COUNTY acknowledges that the Licensed Software is Confidential Information of and
10 proprietary to CONTRACTOR, and all rights and patents, copyrights, trade secrets, and trademarks
11 existing in respect of the Licensed Software are retained by CONTRACTOR. In respect to the
12 operation, maintenance and enhancement, if any, to the System, COUNTY will take all reasonable steps
13 to maintain CONTRACTOR's rights in the Software, at least to the same extent COUNTY takes with
14 respect to the protection of its own Confidential Information and proprietary software, which steps shall
15 consist of those set forth below in this Paragraph. COUNTY also agrees that it will not sell, transfer,
16 publish, display, dispose or make the Licensed Software (or any copies of the Licensed Software)
17 available to third parties, except that:

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

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

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

37 //

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.

2. Possession and Use of Source Code: 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

1 the Licensed Software in any form to any third party, except for COUNTY employees, consultants,
 2 independent contractors, providers or other third parties under contract with COUNTY directly
 3 concerned with COUNTY's licensed use of the System, subject to the conditions set forth in
 4 Subparagraph VIII.F.1., above.

5 4. Source Code Escrow:

6 a. CONTRACTOR hereby agrees to deposit, at its sole expense, the Licensed Software, in
 7 source code form (the "Source Code"), into escrow pursuant to the terms of that certain High
 8 Technology Escrow Agreement (the "Source Code Escrow Agreement") dated January 1, 1996, between
 9 CONTRACTOR and U.S. Bank (the "Escrow Agent") in the form attached hereto as Exhibit D. The
 10 Escrow Agent shall be required pursuant to the terms of the Source Code Escrow Agreement and this
 11 Paragraph, to deliver a copy of the Source Code to COUNTY in the event that any of the following
 12 conditions ("Release Conditions") occur:

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

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

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

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

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

35 G. EQUIPMENT AND SUBLICENSED SOFTWARE MAINTENANCE:

36 1. CONTRACTOR Maintenance: So long as COUNTY has purchased the Equipment from a
 37 CONTRACTOR certified hardware vendor, CONTRACTOR shall provide Maintenance to COUNTY

1 for such Equipment and Equipment Operating System Sublicensed Software. Such Maintenance shall be
 2 at the option of COUNTY and shall become effective immediately upon the later of;

- 3 a. The expiration of any applicable warranty, or
- 4 b. The earlier of;
 - 5 1) Installation, or
 - 6 2) Thirty (30) calendar days after shipment

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

11 2. Maintenance Services are:

- 12 a. Detection of defects in the Equipment;
- 13 b. Testing to determine whether the Licensed Software will operate on the Equipment and
 14 with the Equipment Operating System Sublicensed Software in accordance with the warranties specified
 15 in this Agreement;
- 16 c. Delivery of all new versions of Equipment Operating System Sublicensed Software that
 17 CONTRACTOR is entitled to make available to its clients;
- 18 d. COUNTY's right to receive revisions, patches, modifications, updates, or other fixes of
 19 the Equipment Operating System Sublicensed Software;
- 20 e. Remedial Maintenance of the Equipment; and
- 21 f. Field change orders; and
- 22 g. Such other Maintenance as is specifically required in this Agreement.

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

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

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

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

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

11 5. COUNTY may, at its option, elect to purchase additional maintenance services for the
12 Equipment or Sublicensed Software not included above. The services and fees for such additional
13 Equipment and Sublicensed Software additional maintenance services may be set forth in a separate
14 contract.

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

19 7. Maintenance Fees: CONTRACTOR may increase Maintenance fees concurrent with
20 increases assessed by the manufacturers or suppliers of any Maintenance services in an amount equal to
21 the percentage increases in Maintenance services affected by the manufacturers or suppliers. Should a
22 manufacturer or supplier decrease the price of Maintenance, CONTRACTOR shall decrease the fees
23 charged to COUNTY by an equal percentage. CONTRACTOR shall notify COUNTY in advance and in
24 writing of such changes, increases or decreases, which may be enacted through written, mutual
25 agreement of the Parties in the form of a letter of concurrence or amendment to this Agreement. as
26 referenced in Subparagraphs V.A.1.a.6., 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.,
27 V.A.1.c.1., V.A.1.c.2., V.A.1.c.7., and V.A.2.

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

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

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

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

- 2 1) Secure hosting in CONTRACTOR's N+1 Technology Center
- 3 2) Hardware and maintenance
- 4 3) Data Center operations (24 x 7 x 365)
- 5 4) Technical (IT) support
- 6 5) Network connectivity to COUNTY site
- 7 6) Offsite tape backup
- 8 7) Implementation services

9 b. CONTRACTOR Technology Center (CTC) - The CTC is an N+1, dual-fed, redundant
 10 data operation intended to provide uninterrupted power and service for CONTRACTOR clients. The
 11 CTC is designed to significantly reduce COUNTY downtime. It operates under supervision twenty-four
 12 (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days of the year
 13 (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.

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

7 1) CTC Network Operations - The CTC Network Operations encompass all network
 8 equipment, consoles and management necessary to support connectivity to the hosted equipment at the
 9 CTC. CMS will install, support, manage and maintain this equipment and software in a manner
 10 consistent with vendor recommendations and CONTRACTOR best practices.

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

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

- 24 a) Desks with chairs (number to be determined based on the size of the team)
 25 b) Conference Room(s) (number and size to be determined based on the size of the
 26 team)
 27 c) Teleconference capabilities
 28 d) Whiteboard
 29 e) Projector
 30 f) Access to a printer (network preferred but not required)
 31 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

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

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1 Service Package management, application server management, and to monitor and report on application
2 processes.

3 g. Interface Management - CONTRACTOR to maintain interface.

4 h. Administration and Problem Management - Problem Management is hereby defined as
5 the identification, assessment of impact, reporting, tracking, escalation, notification, and resolution of
6 problems that occur in the CTC services. COUNTY is responsible for maintaining a staffed help desk
7 that will provide the first line of support for its clients and users and data coordination calls. This line of
8 support must be able to distinguish application issues versus connectivity or infrastructure issues.

9 i. Data Integration

10 1) Connectivity

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

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

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

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

21 2) Support and Training

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

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

26 2. Disaster Recovery

27 a. Services Overview

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

34 2) The CTC is a secure facility that provides a highly available HNA Millennium
35 computing and network operating environment. This facility houses the hardware, IT expertise, security
36 and connectivity necessary to provide COUNTY with a DR solution. CONTRACTOR's DR solution
37 will ensure the availability of mission critical systems with the highest level of security and performance.

1 The application processing and data storage are hosted at the CTC and are maintained by a group of
 2 CONTRACTOR system experts. CONTRACTOR will manage and staff for system maintenance,
 3 backups, upgrades, and provides customer assistance. In the event of a disaster declaration,
 4 CONTRACTOR will monitor the system to ensure high performance and to identify potential issues
 5 before they arise.

6 3) CONTRACTOR's DR model is based on a monthly support subscription fee. For
 7 this fee, CONTRACTOR will house and maintain a copy of COUNTY's production HNA Millennium
 8 database and code warehouse as well as manage connectivity from the CTC to the specified COUNTY
 9 location. Connectivity includes all networking equipment supplied by CONTRACTOR and located at
 10 COUNTY site. Upon disaster declaration, CONTRACTOR will make available the appropriate
 11 computer equipment required to run the production domain, as described in fee assumptions
 12 (see Section 4). At that point, CONTRACTOR will manage the hardware, software domain, and
 13 Millennium environment.

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

17 1) Disaster - A significant event making the COUNTY hosted production hardware
 18 inoperable.

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

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

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

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

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

31 c. Definition of Ongoing Project Scope

32 1) CONTRACTOR will propose to provide technical consultation services to manage
 33 the automated disaster recovery solution for COUNTY's UX based Millennium system using Oracle
 34 11G (or applicable more current version) Standby Database hosted from the CTC. This scope of services
 35 section defines the scope and responsibility of each party in providing the ongoing solution. The
 36 management scope will provide the following components:

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

- 1 b) Receiving and applying online redo logs
 2 c) Manage DR Citrix farm at CTC with COUNTY configuration
 3 d) Provide Print Services environment for Millennium printing
 4 e) Maintain operational DR procedures for PROD environment (including fail-
 5 over/fail-back)
 6 f) Provide documented Service Level Arrangements including necessary Change
 7 Control procedures required to maintain the DR environment
 8 g) Manage and maintain DR configuration at the CTC
 9 h) Create regularly scheduled backup copy of standby database.
 10 d. DR Services Capacity Scope Limits - DR Services Fees are based on the Capacity
 11 Scope Limits defined in Table 1 below:

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
 28 contracted amount of backend hardware capacity. The actual backend hardware capacity activated will
 29 meet or exceed the performance of what has been contracted for. (Note – Backend hardware capacity
 30 provided may not be the identical model, configuration, processor type and speed, etc., but will be
 31 comparable hardware that will meet or exceed performance of contracted capacity.) (While in standby
 32 mode, a small node will be allocated for receiving redo logs.)
 33 3) Disk Space: Amount of disk space required for production database.
 34 4) Concurrent Logons: Front-end “peak” concurrent logons (e.g. Citrix). In the
 35 event of a disaster, CONTRACTOR will activate an appropriate number of Front End servers to support
 36 contracted number of “peak” concurrent logons.

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

3 6) Telco Connections: Number and Capacity of Telco Connections from CTC to
4 COUNTY. Connections are typically Frame Relay or ATM. (Bandwidth sizing is an estimate, based on
5 estimated “peak” redo log sizes and concurrent logon assumptions documented within this
6 CONTRACTOR System Schedule. Actual bandwidth requirements may vary depending on variables
7 such as; size and frequency of redo logs, interface traffic, or level of circuit redundancy required. If
8 bandwidth requirement/configuration is increased, monthly fee will be increased accordingly).

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

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

17 f. COUNTY Obligations

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

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

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

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

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

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

30 7) Approve the content and completion of the testing

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

33 9) Provide space and power for all required network equipment

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

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

36 12) Fully maintain Citrix as the thin COUNTY desktop solution

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

1 14) Manage firewall between COUNTY site and CTC

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

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

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

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

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

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

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

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

- 32 1) Monitoring of system hardware
- 33 2) Daily confirmation of all automated updates to the standby environment
- 34 3) Electronic notification of archive log failure
- 35 4) Disk space monitoring
- 36 5) Network monitoring
- 37 6) Periodic backup on standby database

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

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

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

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

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

36 a) Phase 1 - The Pre-Disaster Alert (optional): This phase puts CTC on alert that
 37 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	

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
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
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	X	X	X	

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
	biometric readers in high-security areas. Multiple access points must be crossed to access the data center floor.				
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	X	X	X	

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
	COUNTY location. This will include routers, switches, out-of-band management.				
17.5.2	Network management including monitoring systems, device management and polling systems.	X	X	X	
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	X	X		X

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
	and WAN equipment				
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, PCs, terminals or other COUNTY-side equipment	X	X		X
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	X	X		X

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
	lines required for Remote Report Distribution.				
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
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	

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
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 and ensure that the data remain COUNTY's property		X	X	
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	

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
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	
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	

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
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	
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

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
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
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

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
17.19	Millennium Software Operations (Opsview Monitor, Opsview Scheduler)				
17.19.1	Perform Daylight Savings Time management activities on equipment located at CTC.	X	X	X	
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

No	Responsibility Description	MODE		OWNER	
		Steady State	DR Mode	CONTRACTOR	COUNTY
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 tracking of manual changes made by CONTRACTOR personnel.	X	X	X	
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	

n. Recovery Back to 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	

No	Responsibility Description	OWNER	
		CONTRACTOR	COUNTY
18.12	Install and configure operating system on COUNTY site backend system(s).		X
18.13	Restore back-end CONTRACTOR code warehouse on COUNTY site back-end system(s).		X
18.14	Install and configure operating system on COUNTY site front-end system(s).		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 COUNTY site backend system(s).		X
18.13	Restore back-end CONTRACTOR code warehouse on COUNTY site back-end system(s).		X
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 production database.		X

No	Responsibility Description	OWNER	
		CONTRACTOR	COUNTY
18.18	Apply archive logs to COUNTY site production database.		X
18.19	Startup of CONTRACTOR environment and release to user community.		X
18.20	Verification of restored environment.		X

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 sixty (60) minutes

(2) Configure and activate systems

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

parallel)

//

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

3 (c) Apply archive logs to standby database (Time depends on size of
4 archive logs and standby database lag interval [approximately forty to fifty (40-50) seconds per archive
5 log]. This is done in parallel with Citrix and Chart Server configuration)

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

8 (4) Allow users on the system

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

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

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

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

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

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

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

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

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

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

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

36 2) Recovery to COUNTY Site Responsibilities - During Recovery to COUNTY site, it
37 is COUNTY's responsibility to restore COUNTY site production environment to a production ready

1 status. CONTRACTOR will provide COUNTY with production tape/CD backups of COUNTY
 2 production database, and the front-end and backend CONTRACTOR Millennium code. Once it is
 3 determined that COUNTY is ready to resume control of the production environment, CONTRACTOR
 4 will complete the following tasks with COUNTY support:

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

7 b) Gracefully switch the database back to COUNTY.

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

9 d) Return the CTC to Steady State mode.

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

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

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

22 a) System Availability = $[(\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})] \times$
 23 one-hundred (100)

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

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

33 d) "Scheduled Downtime" equals the aggregate total of all minutes of planned and
 34 scheduled maintenance performed during the disaster event to perform any necessary hardware, OS,
 35 network, database, application software maintenance, repair, upgrades, and updates. CONTRACTOR
 36 will work with COUNTY to determine and use commercially reasonable efforts to schedule downtime

37 //

1 after regular business hours, during times that minimize the disruption to operations. The amount of
2 scheduled downtime will be discussed and mutually agreed upon.

3 2) Measuring System Availability - Equipment, network routers, switches, circuits, OS
4 and layered products provided by CONTRACTOR will be monitored using automated Monitoring tools.
5 In addition, call center logs will be checked that show a resolution relating to System Availability issues.
6 For purposes of tracking downtime duration, the Unscheduled Downtime will begin at the time at which
7 the impact is clearly identified by COUNTY and communicated to CernerWorks via a live telephone
8 conversation, and the conclusion time will be when COUNTY's users are able to use the System.

9 s. Additional Provisions

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

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

16 t. Disaster Event Periodic Service Fees - COUNTY agrees to pay the following DR
17 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.)

37 //

1) Disaster Declaration Fee (per Instance): Disaster Declaration fee will be billed at the time a disaster has been declared by COUNTY and COUNTY has requested that CONTRACTOR begin work towards recovering the COUNTY production system. Upon disaster declaration hardware capacity and configuration, as described in scope section, will be provided for the Production environment.

2) Hot Site Production Fees (Weekly): The weekly Hot Site Production Fee will apply for the duration of time that COUNTY workload is hosted at the CTC. For the duration of the disaster, CONTRACTOR will provide hardware capacity as set forth in Table 1 Capacity Scope Limits of this CONTRACTOR System Schedule. The Hot Site Production weekly fee is for a production domain only. If the Hot Site Production service is activated for such an extended period of time that COUNTY requires non-production domains (i.e. cert, build, train, etc.), additional fees will apply. Non-production domains will be priced on a case by case basis dependent on type of domain and how long it's required. There would be a one-time fee and weekly fee for non-production domains.

3) Note – In the event of a disaster, COUNTY will pursue reactivation of the Millennium system in COUNTYs data center in a reasonable amount of time, or will work in good faith on long-term RHO hosting agreement with CONTRACTOR.

3. P2Sentinel Enterprise Solution as a Service for Disaster Recovery

a. Solution Description - P2Sentinel Enterprise Solution as a Services (P2 SaaS) model for use in the CONTRACTOR hosted Disaster Recovery environment (Powered by SenSage) is a comprehensive, enterprise-level audit logging solution for tracking end user access to confidential patient data -- enabling a capability to audit how patient information is accessed throughout an enterprise. Under HIPAA, provider organizations must implement a system of accountability with regards to how patient information is accessed, used and disclosed.

b. Service Overview - CONTRACTOR proposes to provide technical consultation services to implement the P2Sentinel Enterprise solution in a Solution as a Service (SaaS) model for use in the CONTRACTOR hosted Disaster Recovery environment. Advanced configuration of the application is not provided as part of this engagement.

1) Disaster Recovery - The solution is installed on the DR system for use in the disaster recovery environment. Data has been pulled from the production environment running in a disaster recovery state hosted by CONTRACTOR.

- a) Maintain P2Sentinel Software and Linux OS (if required)
- b) Review and adjust Millennium auditing events
- c) Maintain COUNTY specific standards and processes
- d) Maintain log adapters for infrastructure application audit logs.
- 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

1 respond and begin work to activate the system. The P2 SaaS solution will be active within twelve (12)
2 hours of notification from the COUNTY.

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

9 4) Test Activations (CTS-P2-HCM)

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

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

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

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

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

26 1) Secure hosting in CTC designed to provide uninterrupted services.
27 2) Hardware, Third Party Layered Software is included.
28 3) Network connectivity to COUNTY site for CONTRACTOR hosted systems, or
29 Internet Connectivity for COUNTY hosted systems.

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

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

32 d. Responsibilities

33 1) CONTRACTOR's Responsibilities

34 a) Provide the hardware, Third Party Layered Software, storage, backups, and
35 secured connectivity presence to the Internet and management services necessary to provide the hosted
36 Application Services.

37 //

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

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

7 2) COUNTY Responsibilities

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

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

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

14 d) Identify primary COUNTY contact to work with CONTRACTOR.

15 4. ePrescribe

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

27 b. Solution Capabilities

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

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

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

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

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

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

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

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

7 3) Interoperability

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

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

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

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

15 8) Pharmacy directory is housed centrally

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

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

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

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

23 d. ePrescriber Registration

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

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

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

32 e. Connectivity

33 1) CONTRACTOR Hub team maintains interface connectivity for one (1) non-
34 production domains and one (1) production domain

35 f. Deliverables

36 //

37 //

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

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) calendar days. After the 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

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

3) CONTRACTOR Transaction Services has partnerships and connections in place with TeleVox, SearchAmerica, United States Postal Service, Relay Health, Emdeon, Ingenix, Practice Insight, Megas, Unicorn Medical and MedAssets

d. Address Verification

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

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

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

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

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

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

13 7) Appends, updates or corrects ZIP + 4 codes

14 8) Corrects spelling errors and adds missing address elements

15 9) Formats addresses to United States Postal Service standards

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

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

19 e. Eligibility and Benefits Verification

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

22 2) Connectivity using HTTPs

23 3) Real-time X12 270/271 transaction set

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

25 5) CONTRACTOR Registration Management is required

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

28 7) Connectivity using HTTPs, or TCP/IP

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

30 8. Application Management Services

31 a. Configuration, Setup and Engagement Description - This Scope includes in-depth
 32 operational model presentations with COUNTY application leaders, help desk manager, and information
 33 system (IS) analysts, multiple planning sessions with COUNTY leaders and the help desk manger, report
 34 setup, engagement meeting setup, change management setup, standard operating procedure
 35 documentation, Ticket backlog transition planning, maintenance and monitoring tools setup, proactive
 36 checks including recommended priority and action plan, content review, and service record interface
 37 implementation. A description of each of the processes is set forth below.

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

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

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

11 3) Establish a configuration change request process;

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

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

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

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

20 d) Establish COUNTY contacts

21 e) Help COUNTY understand how to maximize CONTRACTOR support services

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

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

35 d. Incident Management Ticket Backlog System - During the transition stage,
 36 CONTRACTOR will review existing COUNTY and CONTRACTOR Incident Management Tickets for
 37 the Managed Software, and will transition the appropriate Incidents to CONTRACTOR support.

1 CONTRACTOR will review existing COUNTY configuration request Tickets for the Managed
2 Software, and will transition vetted, prioritized Tickets that COUNTY resources are able to fully engage
3 with on a weekly basis to CONTRACTOR support upon AMS go live, as set forth in the “Scope of Use
4 Limits” section of this Scope. CONTRACTOR will work to prioritize both the Incident management
5 and configuration request Tickets with COUNTY and work toward resolution of such requests. Tickets
6 currently logged with SolutionWorks will remain with SolutionWorks until closure.

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

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

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

30 h. Support and Monitoring Tools

31 1) Bedrock Packages - CONTRACTOR tool used to build multiples of the same items
32 such as orders in *Cerner Millennium* to ensure consistency and quality. COUNTY must allow
33 CONTRACTOR to keep the *Bedrock* code level within three (3) months of the current code level.

34 2) AMS Dashboard - A standalone monitoring tool designed for *Cerner Millennium*
35 that enables several functions to be monitored from one solution. COUNTY must allow
36 CONTRACTOR to keep the AMS Dashboard code level within three (3) months of the current code
37 //

1 level. COUNTY must grant access for CONTRACTOR tools to communicate with the system and
2 database.

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

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

12 j. Standard Operating Procedure(SOP) Documentation

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

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

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

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

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

31 m. Application Management

32 1) Application Management is the set of services and updates required to ensure the
33 Managed Software is available for end users. Support includes changes to the Managed Software that
34 does not require the addition of new functionality (i.e. adding medications integration) or new solutions.
35 Each party agrees to perform its respective Application Management responsibilities as set forth in
36 Table 1 below. **All CONTRACTOR tasks outlined in Table 1 below apply only to the solutions**
37 **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 Contractor 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	
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

No.	Table 1: Application Management Responsibility Matrix	CONTRACTOR	COUNTY
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	
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

No.	Table 1: Application Management Responsibility Matrix	CONTRACTOR	COUNTY
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 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**

1 defined as “Managed Software” in the “Scope of Use Limits” section of this Scope.
 2

No.	Table 2: Custom Report and Rule Management	CONTRACTO R	COUNTY
2.1	Custom Report and Rule Request		
2.1.1	Request modification to Custom Reports or Rules or <i>Discern</i> rule; provide requirement and mockup of change		X
2.1.2	Troubleshoot issues with Custom Reports or Rules or <i>Discern</i> 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 <i>Discern</i> 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 <i>Discern</i> rule modifications; provide requirement and mock up for the request		X
2.1.8	Customization of <i>P2Sentinel</i> reports		X
2.2	MPages Request		
2.2.1	Localization of CONTRACTOR-developed <i>MPages</i> utilizing a <i>Bedrock</i> wizard	X	
2.2.2	Development or localization of <i>MPages</i>		X

35 o. Content Management - CONTRACTOR will provide updates of content packages to
 36 COUNTY, which includes standard content such as Multum, ICD-10, CPT-4, as well as code content
 37

1 included in exception service packages as needed. Each party agrees to perform its respective content
 2 management responsibilities as set forth in Table 3 below. NHIQM updates are excluded from content
 3 management. **All CONTRACTOR tasks outlined in Table 3 below apply only to the solutions**
 4 **defined as “Managed Software” in the “Scope of Use Limits” section of this Scope.**

No.	Table 3:		CONTRACTOR	COUNTY
	Content Management			
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 Contractor 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, <i>Cerner Knowledge Network</i> , 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

29
 30 p. Application Monitoring - CONTRACTOR shall provide twenty-four (24) hour a day,
 31 seven (7) day a week, every day of the year (“24 x 7 x 365”) service to monitor and correct errors with
 32 interfaces, chart servers, operations jobs, remote report distribution (RRD), and printing. Profiles will
 33 also be created to inventory and baseline transaction volumes. Each party agrees to perform its
 34 respective responsibilities as set forth in Table 4 below. **All CONTRACTOR tasks outlined in Table**
 35 **4 below apply only to the solutions defined as “Managed Software” in the “Scope of Use Limits”**
 36 **section of this Scope.**

37 //

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 <i>Cerner Millennium</i> outbound interface queue counts and status to ensure the active outbound interfaces are operational	X	
4.2.2	Monitor <i>Cerner Millennium</i> inbound interfaces status to ensure the active inbound interface is running	X	
4.2.3	Monitor <i>Cerner Millennium</i> 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 charts	X	
4.3.3	Review chart server errors, configurations, and propose recommended changes	X	
4.4	Cerner Millennium: Operations Job Monitoring		
4.4.1	Monitor <i>Cerner Millennium</i> 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		

No.	Table 4: Application Monitoring	CONTRACTOR	COUNTY
4.5.1	Monitor <i>Cerner Millennium</i> remote-report distribution (RRD) server and RRD service status	X	
4.5.2	Monitor <i>Cerner Millennium</i> 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	<i>Cerner Millennium: Print Queue Monitoring</i>		
4.6.1	Monitor <i>Cerner Millennium</i> 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	<i>Cerner Millennium: XR Clinical Reporting Monitoring</i>		
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 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.**

No.	Table 5: Change Management	CONTRACTOR	COUNTY
5.1	Change Management		

No.	Table 5: Change Management	CONTRACTOR	COUNTY
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 to the CONTRACTOR team as necessary		X
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		X

No.	Table 5: Change Management	CONTRACTOR	COUNTY
	the Managed Software (e.g., order volumes, users), as set forth in the “Scope of Use Expansion” section of this Scope		
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	

No.	Table 6: Incident and Problem Management	CONTRACTOR	COUNTY
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
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

No.	Table 6: Incident and Problem Management	CONTRACTOR	COUNTY
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) $SLC = \text{Weighting factor} \times \text{actual monthly charges}$

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

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 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) $SLC = \text{Weighting factor} \times \text{actual monthly charges}$

b) $\text{Escalator} = \text{Weighting factor} \times 2$

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

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

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

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

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

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

15 2) COUNTY's prioritization of available resources;

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

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

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

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

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

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

29 9) Non-production domains.

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

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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 (2%)	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	<p>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</p> <p>2) No bypass or alternative is available AND/OR</p> <p>3) Major financial impact or patient care or safety conditions exist</p> <p>4) Note: Critical Incidents must be called into the CONTRACTOR AMS service number immediately after logging the request.</p>
High	<p>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</p> <p>6) A component of Managed Software required to complete a critical workflow is non-functional for more than one (1) user AND</p> <p>7) No bypass or alternative is available AND/OR</p> <p>8) Financial impact or patient care or safety conditions exist</p> <p>9) Note: High Incidents must be called into the Cerner AMS service number immediately after logging the request.</p>
Moderate	<p>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.</p>
Minor	<p>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.</p>
Resolution	<p>12) The Application Incident Response SLA performance time for a resolution will</p>

**Table 8:
Incident Code Descriptions**

Incident	Description
Time	<p>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.</p> <p>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.</p>
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, <i>Discern</i> 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	

Table 9:**Application Configuration Change SLA and SLO**

COUNTY.

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.

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

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

5 4. Non-Critical Events shall include the following;

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

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

10 D. CONTRACTOR Response Methodology:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 F. CONTRACTOR shall distribute any Licensed Software upgrades or version replacements to
37 which COUNTY is entitled to under the terms of this Agreement, along with changes to Documentation.

1 CONTRACTOR may provide assistance in the loading and installation of such upgrades and
2 replacements for an additional fee.

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

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

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

16 **X. STANDARDS OF SYSTEM PERFORMANCE**

17
18 The system must perform at COUNTY acceptable performance levels. The system shall perform in
19 a manner that will not impede or significantly impact the performance of routine and normal system-
20 related operational tasks, as well as efficiently perform certain critical processes that are executed at the
21 server level; and will function in a consistent and dependable manner, recognizing that the COUNTY
22 operates in a demanding twenty four (24) hours a day, seven (7) days a week production environment
23 and that high-availability is critical. The parties agree that system performance is a joint responsibility
24 of COUNTY and CONTRACTOR; CONTRACTOR's responsibilities for system performance are to
25 provide Support and Maintenance services for the system (including the Licensed Software) as
26 specifically set forth herein. It is the intent of the COUNTY and CONTRACTOR during the upcoming
27 term of this Agreement that specific and meaningful benchmarks will be determined and agreed upon for
28 monitoring application response times and other performance-related quantitative measurements, and
29 will be used to continually assess and evaluate the effectiveness and quality of the configuration and the
30 application in place. CONTRACTOR agrees to provide Support, as set forth in this Agreement, to assist
31 COUNTY's achievement of these goals.

32 **XI. CPT/CMT SUBSCRIPTIONS**

33
34 CPT/CMT Subscription - COUNTY agrees that it requires both a subscription through the American
35 Medical Association (AMA) for access to regular updates to the Current Procedural Terminology (CPT)
36 and a corresponding CONTRACTOR subscription for Controlled Medical Terminology (CMT),
37 collectively referred to as the CPT/CMT Subscription COUNTY has a contract directly with the AMA

1 for the CPT subscription and as long they stay current with this license agreement with the AMA,
2 CONTRACTOR shall allow COUNTY to use the CPT content.

4 **XIXII. SYSTEM MIGRATION SERVICES**

5 A. CONTRACTOR and COUNTY agree that COUNTY shall pay for the migration ~~from~~ of the
6 ~~HPUX system to a Linux system~~ Integrated Technology systems and this Scope of Work (SOW) covers
7 only the items identified. A new agreement or amendment to this Agreement will be required if
8 additional tasks beyond those outlined in this SOW are requested. If COUNTY is not able to complete
9 any of the requirements or responsibilities that are outlined under the COUNTY Obligations in this
10 SOW, then COUNTY may purchase additional professional service hours. The commitment for the
11 completion and go-live of the ~~Linux system~~ Integrated Technology systems shall be no later than May 1,
12 ~~2019~~ 2020. The target date set forth herein has been determined by
13 the parties assuming a project start date of no later than ~~July 15, 2018~~ November 1, 2019;
14 CONTRACTOR shall not be liable for any project delay(s) unless such delay(s) is (are) due to
15 CONTRACTOR's sole fault.

16 B. IMPLEMENTATION SERVICES

17 1. ~~EBS SAN/STORAGE ADVISORY OVERSIGHT SERVICES (PER WEEK) — Storage~~
18 ~~arrays, storage area network (SAN) fabrics,~~ P2SENTINEL- SECURITY AS A SERVICE

19 a. Application Services

20 1) One non-production instance for County testing and training of the application
21 services. The data retention period for the non-production instance is 60 days.

22 b. ~~protection solutions are critical components of~~ Assumptions

23 1) Application services fees do not include any ~~CONTRACTOR solution~~
24 ~~environment. Storage vendors~~ County access devices (e.g. desktop workstation, thin client devices, or
25 audit source systems).

26 2) Application services fees do not include any County premise access to Internet (the
27 method used to connect to the application services).

28 3) All audit log data exceeding 5 years since original acquisition is subject to an
29 automatic purge unless the data retention period is extended by County under separate agreement with
30 Contractor.

31 4) All audit log data will be from a Cerner Millennium system whose access log
32 information needs to be audited by the application services, unless otherwise mutually agreed to by
33 Contractor and County.

34 5) County will be responsible for providing the final specifications for custom reports,
35 subject to mutual agreement with Contractor. Updates or other changes to specifications of existing
36 custom reports will be treated as a new custom report.

37 2. NUANCE DRAGON DIRECT INSTALLATION SERVICES

1 a. Contractor Responsibilities

2 1) Schedule and conduct pre-install review discussion with County

3 2) Provide pre-install checklist document to County

4 3) Conduct a discovery call to:

5 a) Determine facilities, departments, or units that are included in scope

6 b) Define roles and responsibilities

7 ~~implementing the aforementioned components are not familiar with the CONTRACTOR specific~~

8 c) Determine timelines for implementation and projected go-live date

9 d) Confirm remote access requirements ~~and depend~~ for the installation

10 e) Review County workstation hardware to meet the minimum requirements of the

11 solution

12 f) Confirm pre-install requirements have been completed

13 4) Install Nuance *Dragon Medical One*

14 5) Install and configure up to 5 County workstations with Nuance *Dragon Medical*

15 One

16 6) Conduct post-install validation confirming:

17 a) Sites, group structure created, and users assigned to groups

18 b) Roles function as expected (administrator, account administrator, etc.)

19 c) User profiles created and profile paths validated

20 d) User licenses assigned

21 7) Conduct technical training

22 a) Conduct Nuance *Dragon* Help Desk Training off or on ~~CONTRACTOR~~

23 ~~resources to provide guidance for successful~~ -site for up to 6 Client attendees

24 b) Conduct Nuance *Dragon* Administrator Training for up to 6 Client attendees

25 c) Provide a technical review of the Nuance *Dragon* solution, troubleshooting tips

26 and tricks, escalation paths and responsibilities, and frequently asked questions

27 8) Provide installation services for remotely hosted clients

28 b. County Responsibilities

29 1) Install necessary software on Citrix servers unless remotely hosted

30 c. Deliverables

31 1) Nuance *Dragon Medical One* installation

32 2) Nuance *Dragon Medical One* technical architecture document provided

33 3) Nuance *Dragon Medical One* validation performed

34 4) Administrator training

35 5) Help desk training

36 d. Assumptions

37 1) Certain tasks are dependent on the availability of County technical personnel for

1 verification and testing.

2 2) Contractor will identify those County tasks at the beginning of the project to
 3 facilitate scheduling and coordination.

4 3) County workstations meet minimum requirements

5 4) Technical support will be provided for 30 days post-go-live of first go-live event.
 6 After initial go-live event, support will transition to Contractor's Solution Works organization.
 7 Additional support for future go-live events may be contracted for as needed.

8 3. CONSULTING PROFESSIONAL SERVICES

9 a. Contractor responsibilities

10 Contractor will provide staff augmentation professional services for a System Engineer, Technical
 11 Engagement Leader, and Interface Architect

12 1) System Engineer

13 The system engineer is responsible for managing hardware and system software
 14 activities, including installation and capacity management.

15 a) Assist with software and system install.

16 b) Assist county with issue resolution.

17 c) Manage equipment installation activities at County's facility in conjunction
 18 with County's team member.

19 d) Understand and coordinate the installation of third-party software and hardware

20 2) Interface Architect

21 The interface architect is responsible for working with County, County's other
 22 suppliers and Contractor to ensure effective and efficient integration across County systems and devices.
 23 Leverage Contractor's organizational knowledge of medical systems and devices to develop a thorough
 24 understanding of County workflows, goals and architecture

25 3) Technical Engagement Leader

26 The technical engagement leader is responsible for the definition and delivery of
 27 technical installation work during the implementation effort.

28 a) Serves as primary contact for technical issues and provides consultation on
 29 technical risk factors that must be addressed to achieve a successful implementation and ensure on-going
 30 availability of systems.

31 4. WEBSHERE APPLICATION SERVER INSTALLATION

32 a. Description

33 1) IBM WebSphere® Application Server (WAS) is the implementation by IBM of the
 34 Java 2 Enterprise Edition (J2EE) platform which provides centrally managed environment for
 35 Contractor's Java enterprise edition (EE) applications. WAS provides virtualization, dynamic
 36 operations, health and service level management, and application edition management

37 2) Contractor's extensions to WAS provide the following benefits:

1 a) Enables Cerner Java EE applications co-existence on the same device,
 2 eliminating the need for multiple WAS cells and allowing multiple applications to be deployed to the
 3 same application servers

4 b) Provides standard mechanisms for management and monitoring of Contractor
 5 Java EE applications and external communication

6 c) Automates the initial and subsequent deployments by Install Solutions with the
 7 creation of an enterprise appliance (EA) role in Contractor Deployment Manager (DM)

8 d) Uses WebSphere Virtual Enterprise (WVE) to:

9 (1) Facilitate rolling upgrades; new editions of an application can be installed
 10 now and rolled out later without downtime

11 (2) Facilitate application rollback if an edition should need to be backed out

12 (3) Provides an on demand router (ODR), which is an intelligent Hypertext
 13 Transfer Protocol (HTTP) and Session Initiation Protocol (SIP) proxy server that provides advanced
 14 capabilities in routing requests and facilitating updates

15 b. Project Planning and Leadership

16 1) Contractor will oversee planning, execution, and communication relative to WAS
 17 implementation services including:

18 a) Communicating with County about the team of consultants involved with the
 19 project

20 b) Scheduling and conducting follow up review discussion with County technical
 21 teams

22 c) Ensuring technology services are delivered consistently and according to
 23 recommendations

24 c. Deliverables

25 1) IBM WAS solution installed and configured as set forth in this Scope

26 2) Knowledge transfer for application installation, configuration, and operational
 27 procedures

28 3) Documentation for installation, configuration, and operational procedures

29 4) This project will be considered complete one week after EA has been set up

30 d. Pre-Requisites

31 1) Creation of servers for WAS installation

32 2) Configuration of Windows / Red Hat Enterprise Linux (RHEL) settings to
 33 Contractor standards

34 3) Creation of a domain service account for WAS functionality

35 4) Installation of *Cerner Millennium* 2012.01 or greater

36 e. County Responsibilities

37 1) Providing access to WAS installation media

1 2) Providing access to WAS servers

2 3) Configuring reboot schedules

3 4) Configuring load balancer

4 f. Contractor Responsibilities

5 1) Verifying server hardware

6 2) Assisting in making the hardware available on *IntelliNet* for remote support from

7 Contractor

8 3) Assisting with high availability/failover configuration

9 4) Installing IBM WAS

10 5) Installing required and recommended fixes for IBM WAS

11 6) Installing the IBM WebSphere Deployment Manager service for remote
12 management (1 per cell)

13 7) Installing the IBM ODR integrated on the WAS servers

14 8) Installing Contractor EA portlet and security service portlet

15 9) Assisting with Contractor DM and Contractor EA

16 10) Creating 1 production and 1 non-production cell

17 11) Configuring application servers associated with production and non-production
18 cells to Contractor standards

19 12) Installing the cluster template

20 13) Assisting with infrastructure functionality testing

21 g. Assumptions

22 1) This Scope consists of deployment of the WAS platform. Installation and
23 configuration of Contractor's WAS applications are not included

24 2) Virtual or physical servers will be available and the WAS administrator account
25 will be an administrator on servers as part of project kick off

26 3) All work will be performed remotely unless otherwise noted or agreed upon. On-
27 site work may extend project duration and cost

28 4) WAS installation media will be available as part of kick off

29 h. Estimated Duration

30 1) One to 2 weeks

31 2) This time frame is dependent on the number of cells to be set up, availability of
32 Contractor's technical personnel for verification, testing and knowledge transfer, and any other
33 unforeseen factors

34 5. CONTENT360 DOCUMENT IMAGING UPGRADE SERVICES

35 The *Content360* Document Imaging upgrade project is a services arrangement intended to
36 assist County with upgrading the *Content360* Document Imaging solution to the latest supported
37 *Content360* application software versions compatible with County's environment. The upgrade project

1 is intended to upgrade County's current Document Imaging application functionality on a like-for-like
 2 basis between versions. It is not within the scope of this project to modify or build new application
 3 functionality unless required for solution passivity.

4 a. Overview

5 1) Upgrade Document Imaging components to the latest certified and compatible
 6 software versions in 1 production and 1 non-production environment

7 2) Where current production licensing exists, components covered in the Document
 8 Imaging upgrade include:

9 a) EMC ApplicationXtender (County and database)

10 b) EMC DiskXtender

11 c) EMC ApplicationXtender report manager

12 d) EMC ApplicationXtender web services

13 e) Kofax capture (server(s) and Countys)

14 f) Kofax capture network server

15 b. Facilities

16 1) Scope assumes 1 centralized data capture center

17 c. Testing

18 1) Contractor is responsible for high-level functional testing of the upgraded
 19 environment

20 2) County is responsible for detailed testing of all functionality

21 d. Deliverables

22 1) Content360 CPDI upgrade installed and configured as outlined in this Scope

23 2) Knowledge transfer of installation, configuration, and operational procedures for
 24 maintenance purposes

25 e. Assumptions

26 1) Appropriate hardware and licensing is in place and County is current on
 27 Maintenance payments

28 2) This Scope does not include services for Cerner Millennium release upgrades or
 29 activities

30 3) County must provide administrative access to all Content360 servers affected
 31 during the release upgrade via an Intellinet connection

32 f. Estimated Project Duration

33 1) Application and project management duration will be the length of the project,
 34 estimated to be approximately 3 months

35 2) Project management support will not exceed 14 weeks in total duration

36 3) The Content360 upgrade includes onsite services for:

37 a) Up to 1 planning trip for discovery, current state documentation, and technical

1 planning

2 b) Up to 1 test upgrade trip in 1 non-production and 1 production environment

3 g. Technical Work Effort

4 1) The Document Imaging upgrade is composed of technical events

5 a) Contractor will complete the majority of the technical activities set forth in the
6 work effort below

7 (1) Work effort reflects tasks included in the Content360 Document Imaging
8 upgrade and the applicable responsible party

9 (2) County will be required to engage in certain events or tasks that are specific
10 to County's domain or environment

<u>Content360 Document Imaging Technical Services</u> (P = Primary, R = Review, A = Assist)	<u>Contractor</u> <u>Resource</u>	<u>County</u> <u>Resource</u>
<u>Document the current state of Document Imaging architecture and utilized functionality</u>	<u>P</u>	<u>A/R</u>
<u>Identify and mitigate risks</u>	<u>P</u>	<u>A/R</u>
<u>Document the future state of Document Imaging architecture</u>	<u>P</u>	<u>A/R</u>
<u>Create technical project plan and determine domain strategy</u>	<u>P</u>	<u>A/R</u>
<u>Manage technical activities related to the Document Imaging upgrade and escalation activities</u>	<u>P</u>	<u>A/R</u>
<u>Prepare environment for release, run <i>Cerner Millennium</i> support assistant, submit updates, and review County custom warehouse, scripts, and indexes</u>	<u>A</u>	<u>P</u>
<u>Upgrade front-end devices in the production domain (Citrix, scan stations, view stations, charting servers, etc.)</u>	<u>A</u>	<u>P</u>
<u>Develop test scripts</u>	<u>R</u>	<u>P</u>
<u>Perform integration/functional test scripts</u>	<u>R</u>	<u>P</u>
<u>Support production upgrade to new release</u>	<u>P</u>	<u>A</u>
<u>Collaboratively work with County to define database build and testing requirements</u>	<u>P</u>	<u>R</u>
<u>Determine and document initial package requirements; identify and resolve potential stray code that County has installed</u>	<u>P</u>	<u>A/R</u>
<u>Install package requirements</u>	<u>A</u>	<u>P</u>
<u>Provide 48 hours of on-site post-upgrade support</u>	<u>P</u>	<u>A</u>

35 6. CAREAWARE MULTIMEDIA-HIGHLY AVAILABLE-MIGRATION

36 a. Service Description

37 //

1) Contractor will provide Services for configuring and training for building a new *CareAware MultiMedia* Archive in a highly available cluster on the latest release of *CareAware MultiMedia*, to facilitate the migration from the existing release of *CareAware MultiMedia* to *CareAware MultiMedia* release 6.3.

b. Prerequisites

1) Unless the Equipment and Sublicensed Software is set forth in the “Solutions and Services” section of this Scope, County is responsible for setup of any equipment not purchased through Contractor. If equipment is not purchased through Contractor, County is responsible to meet the specifications as outlined in the Contractor Clinical Imaging – Supported and Planned Technology Guide. Contractor’s technology architect will coordinate the validation of the existing County environment and planned technology.

2) County’s *CareAware MultiMedia* Archive must be on version 6.2 or higher currently.

c. Configuration

1) Cerner will provide the following services

a) Initial configuration of a two-node *CareAware MultiMedia* highly available cluster at one location for one domain on the latest release of *CareAware Multimedia* 6.3.

2) Contractor will provide setup and testing of the high availability software on the new *CareAware Multimedia* 6.3.

3) Contractor will provide assistance with migrating the ICACHE data from the existing *CareAware Multimedia* gateway environment to the new *CareAware MultiMedia* environment.

4) Contractor will provide assistance with migrating the existing Oracle database from the existing *CareAware MultiMedia* environment to the new *CareAware MultiMedia* environment as well as upgrading the Oracle database from Oracle 10.2 to Oracle 11.2.

d. Training

1) Contractor will provide a 1 day on-site training event for the system administrator.

e. Conversion Support

1) This Scope includes 12 hours of go-live support.

f. Assumptions

1) The image backup strategy is not included in this Scope and will be supplied by County or contracted separately.

2) This Scope does not include the implementation and configuration of front-end applications or acquisition devices

7. NUANCE COMMUNICATIONS INC. SCOPE OF WORK

a. Supplier Responsibilities

1) County Success Management Services include:

a) Assigned County Success Manager (CSM)

b) Success Planning – Identify County desired business and clinical outcomes; build County success roadmap; establish clear success criteria as measured by quantitative Key Performance Indicators

c) Outcome Monitoring and Management – Continuous license utilization, clinician adoption, and clinician efficiency monitoring; usage and behavioral pattern analytics; proactive communication, intervention, and course correction to ensure County success; regular business reviews

d) Return on Investment (ROI) Optimization – Business and clinical outcomes tracking and management; leveraging best practices for ROI maximization

e) Consulting – As-needed services around industry trends, benchmarking, and opportunities to drive additional value

8. P2SENTINEL ACCELERATOR

a. Overview

1) The P2Sentinel Accelerator engagement will equip County’s information technology (IT) staff and security officer with best practice recommendation and configuration to utilize the powerful auditing capabilities within P2Sentinel.

2) Workshop Objectives:

a) Provide education on solution capabilities

b) Describe and demonstrate best practice recommendations

c) Review and explore reporting enhancement needs and additional audit sources

d) Assist in developing an action plan

b. Duration

1) 4 week

2) 1 on-site visit (1 to 2 days) for 1 facility (workshop and Post Event Health Check)

3) Weekly one-hour calls

c. Assessment Process

1) Preparation – Kick-off call review (agenda, attendees, objectives)

2) On-site visit – Current state analysis, demonstration of capabilities, report interpretation, and best practice usage workshop

3) Follow up - Deliver action plan, make strategic recommendations on any gaps and/or risks identified, monitor usage, and answer questions

d. Supporting Collateral

1) P2Sentinel event guide

2) Review of supporting resources

3) Action plan

e. Assumptions

1) Either Cerner or Client may designate a new representative by written notice to the other

2) The appropriate level of access will be granted to allow the Cerner consultants to adequately assess design, build, and workflow

3) This Scope does not include the Services to implement the improvements identified as a part of the assessment process

4) Client will provide knowledgeable individuals in the areas outlined to be assessed in this Scope. These individuals should be able to exhibit knowledge about current workflow practices and database build

5) Minimum of 4 weeks required from date agreement is signed to prepare for on-site week

6) Modifications to the assumptions or items presented in this Scope will constitute a change in professional services and fees

f. P2Sentinel Accelerator

<u>(P = Primary, R = Review, A = Assist)</u>	<u>Contractor Resource</u>	<u>County Resource</u>
<u>Lead kick-off call</u>	<u>P</u>	<u>A</u>
<u>Create agenda for on-site visits</u>	<u>P</u>	<u>R</u>
<u>Align resources for on-site visits</u>	<u>A</u>	<u>P</u>
<u>Conduct on-site visit</u>	<u>P</u>	<u>A</u>
<u>Provide detailed action plan</u>	<u>P</u>	<u>R</u>
<u>Perform Health Check</u>	<u>P</u>	<u>R</u>
<u>Lead post-visit calls to review report and progress</u>	<u>P</u>	<u>A</u>
<u>Complete Data Collection Workbook</u>	<u>A</u>	<u>P</u>

9. CITRIX INSTALL

Citrix XenApp is an application virtualization product that allows users to connect to their corporate applications from a wide range of computer systems and mobile devices. XenApp can host applications on central servers and allow users to interact with them remotely or stream and deliver them to user devices for local execution. Cerner utilizes the Citrix XenApp platform to allow clients access to the *Cerner Millennium* front-end components and tools.

This service will perform the base installation and configuration of a new Citrix farm on up to 5 Windows based Intel x86 Citrix servers including the creation of a Citrix license server, data store and Citrix application servers.

a. Overview

1) Provide project planning, leadership, and settings knowledge transfer

2) Provide recommendation and documentation of the operating system (OS) installation pre-requisites including:

- 1 a) Discussing Windows Terminal Services design and Citrix client strategy
- 2 b) Validating planned OS version and licensing and license server requirements
- 3 c) Identifying disk storage space, new file system layout and sizing requirements
- 4 d) Reviewing Cerner application compatibility requirements
- 5 3) Validate software media and licensing availability
- 6 a) Installation of appropriate version of Microsoft Windows OS with terminal
- 7 services and Contractor recommended OS patches
- 8 4) Load and confirm storage drivers and storage accessibility for storage array or
- 9 storage area network (SAN) attached storage
- 10 5) Install Citrix server components:
- 11 a) Windows Terminal Services
- 12 (1) Drive configuration
- 13 (2) User and group discussion
- 14 (3) Application compatibility and coexistence
- 15 (4) Printer configuration strategy
- 16 (5) Terminal services (TS) license server requirements
- 17 6) License server configuration
- 18 a) Installation of license server (add and activate licenses)
- 19 b) Installation of SQL server, SQL database, data store, and configuration
- 20 7) Citrix application server
- 21 a) Installation of Cerner recommended Citrix hotfixes/patches
- 22 b) Network configuration and account authority issues
- 23 c) Determining Citrix administrator accounts
- 24 d) Farm configuration and naming conventions
- 25 8) Citrix Web interface
- 26 a) Define rules and assign evaluators configure with servers
- 27 b) Test load balancing configuration
- 28 b. Configuration
- 29 1) Configure server security
- 30 a) Identify new technology file system (NTFS) rights
- 31 b) Create and validate group and local policy and profile implementation and
- 32 configure user rights
- 33 c) Configure Remote Desktop Protocol (RDP) and Independent Computing
- 34 Architecture (ICA) connections
- 35 2) Install universal printer drivers
- 36 3) Install Cerner Millennium on Citrix servers from current warehouse
- 37 4) Configure Cerner Millennium Citrix environment for multi-user environment

1 5) Publish *Cerner Millennium* applications

2 6) Verify application launch

3 7) Configure and test *Cerner Multum* connectivity (if applicable)

4 8) Configure and test bar code scanning (if applicable)

5 9) Configure WTSLocation toolkit on new Citrix farm (if WTSLocation implemented
6 in environment)

7 10) Use commercially reasonable efforts to deliver, as applicable, the documentation,
8 drawings, and environmental specifications in a format or containing content reasonably conforming to
9 Client's documentation standards for like documents. When there are multiple occurrences of the same
10 service, Cerner's work effort and deliverables shall be adjusted to take into account the then current
11 technical environment including updated maintenance and management checklists

12 c. Deliverables

13 1) Configure server security

14 a) Identify new technology file system (NTFS) rights

15 b) Create and validate group and local policy and profile implementation and
16 configure user rights

17 c) Configure Remote Desktop Protocol (RDP) and Independent Computing
18 Architecture (ICA) connections

19 2) Install universal printer drivers

20 3) Install *Cerner Millennium* on Citrix servers from current warehouse

21 4) Configure *Cerner Millennium* Citrix environment for multi-user environment

22 5) Publish *Cerner Millennium* applications

23 6) Verify application launch

24 7) Configure and test *Cerner Multum* connectivity (if applicable)

25 8) Configure and test bar code scanning (if applicable)

26 9) Configure WTSLocation toolkit on new Citrix farm (if WTSLocation implemented
27 in environment)

28 10) Use commercially reasonable efforts to deliver, as applicable, the documentation,
29 drawings, and environmental specifications in a format or containing content reasonably conforming to
30 County's documentation standards for like documents. When there are multiple occurrences of the same
31 service, Contractor's work effort and deliverables shall be adjusted to take into account the then current
32 technical environment including updated maintenance and management checklists

33 d. Deliverables

34 1) Project documentation, including but not limited to:

35 a) Pre-installation documents

36 b) Citrix installation and configuration guide

37 c) Thin client implementation documentation

1 d) Production environment change authorization (PECA) forms requiring Client
 2 signature. These forms will be presented to Client describing access requirements and items being
 3 reviewed on Client's production environment prior to work being performed

4 e) Event Activity Report (EAR) forms requiring Client signature upon completion
 5 of designated solution implementation

6 f) Pre-travel checklist as required

7 2) Installation of the Citrix software and related components

8 3) Storage network driver installation as required

9 4) Basic system network configuration

10 5) Operational knowledge transfer

11 e. Pre-Requisites

12 1) All servers to be reviewed identified

13 2) Existing domain structure (Windows Server 2008 Active Directory, Windows
 14 Server 2003 Active Directory) reviewed

15 3) Cerner Millennium domain is operational

16 4) Administrative access to target nodes granted

17 5) Required licenses and software necessary are present

18 6) Appropriate network connectivity available

19 7) All required disk space available

20 8) Existing network layout reviewed

21 9) Network access provided (remote access server (RAS), internet, local area network
 22 (LAN), wide area network (WAN), wireless)

23 10) Pre-travel checklist reviewed with Client

24 f. Project Planning and Leadership

25 1) Contractor will oversee planning, execution, and communication relative to
 26 database assessment services including:

27 a) Communicating with County about the team of consultants involved with the
 28 project

29 b) Scheduling and conducting follow up review discussion with County technical
 30 teams

31 c) Ensuring County has access to all required service packages as needed

32 d) Ensuring technology services are delivered consistently and according to
 33 Contractor recommendations

34 e) Creating and driving deliverables through Contractor's MethodM

35 g. Knowledge Transfer

36 1) Solution specific knowledge transfer or training will include:

37 //

1 a) Contractor host and OS technology roadmap, recommended OS and Citrix
2 patching strategy

3 b) Navigating Contractor support and technology pages

4 c) *Cerner Millennium* code dependencies

5 d) Technology upgrades, planning, execution, and support

6 e) Current configuration review

7 (1) Terminal server system administration

8 (2) Determine server backup and restore techniques and system
9 recovery/replacement

10 (3) Performance and load monitoring and management

11 (4) User and group maintenance

12 2) County and software distribution strategies and published application management

13 In addition to the structured knowledge transfer planned, Contractor anticipates numerous knowledge
14 transfer opportunities during the implementation phase. On-site visits may be planned in advance and
15 County will be encouraged to shadow Contractor consultants to maximize knowledge transfer
16 opportunities. Additional training beyond this knowledge transfer may be required and is the
17 responsibility of the County to obtain

18 h. Post Implementation Support

19 1) Contractor will provide remote project support on an as needed basis up to 2 weeks
20 days post implementation

21 a) After the post implementation support, all future support will be available to
22 County through Contractor's Immediate Response Center (IRC) for critical production related issues or
23 the Immediate Answer Center (IAC) for general non-urgent support

24 (1) During the post implementation period Cerner will assist Client with
25 system support and tuning as needed

26 i. Client Obligations

27 1) County is responsible for the following tasks as related to this Scope:

28 a) Ensuring host definitions have been generated and are available for connection

29 b) Providing Contractor administrative access to the systems being serviced as
30 needed

31 c) Designating a representative to serve as County project manager to act as the
32 focal point for Contractor relative to this project and will have the authority to act on County's behalf in
33 matters regarding this project

34 d) Providing documentation of requested configurations on an as needed basis

35 e) Providing documentation and support phone numbers for all hardware and
36 software providers

37 f) Performing any necessary County operational testing

1 g) Providing County resources for any knowledge transfer made available as part
 2 of this implementation

3 2) County agrees that Contractor will bypass the verification processes, if connections
 4 cannot be verified due to incompatible architecture, hardware connectivity incompatibilities, and wrong
 5 software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment, unsupported
 6 network interface cards)

7 3) The following activities are not included in this Scope and will not be implemented:

8 a) Hardware installation including physical installation of hardware, including
 9 cabling, hardware partitioning, and software virtualization, power, I/O card placement

10 b) System firmware review and upgrade

11 c) Installation of virtual machine (VM) guest OS if virtualization is used

12 d) Installation of additional layered products such as *Cerner Millennium* or other
 13 Contractor supported solutions

14 e) Network Time Protocol (NTP) server creation or configuration

15 f) OS level user account creation

16 g) Configuration, connection, or cable storage

17 h) Validation or upgrade of firmware levels for attached SAN or network related
 18 hardware components including, but not limited to, SAN array microcode, fibre channel switch
 19 microcode and software, and network switch microcode and software

20 i) Storage implementation, logical unit number (LUN) creation, zoning,
 21 connectivity and cabling

22 j) Creation of required disk space and file systems beyond requirements of
 23 operating system installation

24 k) Domain name server (DNS) reconfiguration

25 l) All network, network switches, Internet Protocol (IP) addresses, and all wiring
 26 to connect new hosts to County network

27 j. Assumptions

28 1) County is familiar with the core technologies used in this solution

29 2) Contractor has remote access to County nodes

30 3) All prerequisite work related to the delivery of this solution is complete

31 4) All work will be delivered remotely outside the planned and agreed upon site visits

32 5) Contractor will have required access to the systems where work is to be performed

33 a) This may include privileged accounts and possible physical access as needed

34 k. Duration and Work Effort

35 1) Estimated project duration is 2 weeks depending on County availability and system
 36 connectivity

37 //

1 2) Typical on-site work requires 1 site visit. The specific requirements of this project
2 may determine additional site visits. These site visits will be coordinated and agreed on by County

3 10. CITRIX WEB INTERFACE SECURE GATEWAY INITIAL PHASE

4 The Citrix Secure Gateway for Windows helps the County secure access to enterprise
5 network computers running Citrix XenApp and provides a secure internet gateway between Citrix
6 XenApp and user devices. The Secure Gateway transparently encrypts and authenticates all user
7 connections to help protect against data tampering and theft. All data traversing the internet between a
8 remote workstation and the Secure Gateway is encrypted using the secure sockets layer (SSL) or
9 transport layer security (TLS) protocol.

10 The Secure Gateway is an application that runs as a service on a server that is deployed in the
11 demilitarized zone (DMZ). The server running the Secure Gateway represents a single point of access to
12 the secure, enterprise network. It also acts as an intermediary for every connection request originating
13 from the Internet to the enterprise network. For increased security, the Secure Gateway proxy is used
14 with the Secure Gateway in a double-hop DMZ deployment. It is installed in the first DMZ, and the
15 Secure Gateway proxy is installed in the second DMZ. The Secure Gateway proxy acts as a conduit for
16 traffic originating from the Secure Gateway to servers in the secure network, and from servers in the
17 secure network to the Secure Gateway.

18 a. Initial Phase

19 1) Hardware and software system requirements identified

20 2) Planning - Review existing network layout

21 a) Network addresses (publicly accessible internet protocol), fully qualified
22 domain name (FQDN), DMZ, firewall

23 b) Citrix recommends that County configure firewalls to restrict access to specific
24 transmission control protocol (TCP) ports only. If County configures firewalls to allow access to TCP
25 ports other than those used for hypertext transfer protocol (HTTP), independent computing architecture
26 (ICA), secure sockets layer (SSL), and extensible markup language (XML) data, County may allow
27 users to gain access to unauthorized ports on the server

28 b. Implementation

29 The web interface provides users with internal access to Citrix applications and content
30 and virtual desktops. Users access their resources through a standard web browser or through the Citrix
31 online plug-in.

32 1) Verify web server hardware

33 2) Install recommended Windows Enterprise operating system (OS) and patches

34 3) Create Windows Network Load Balancing (NLB) or clustering service

35 4) Install and configure Internet Information Service (IIS) and requisite components

36 5) Install and configure web interface

37 6) Test web interface functionality on Web browser of choice

1) Provide Web interface knowledge transfer

c. Citrix Secure Gateway Installation and Configuration(as required)

The deployment of the Secure Gateway depends on several factors, including which Citrix components Client has in its enterprise network. It is designed to work with Citrix XenApp. If Client's enterprise network contains a server farm, County can deploy the Secure Gateway to provide secure Internet access to published resources. In such deployments, the Secure Gateway works with the web interface to provide authentication, authorization, and redirection to published resources hosted on a Citrix XenApp server.

To ensure that the security of the Secure Gateway is not compromised, Citrix recommends reserving servers for the exclusive use of the Secure Gateway.

1) Verification of Secure Gateway server hardware

2) Obtaining and installing digital certificates onto web servers

3) Configuration of IP settings for DMZ, trusted

4) Configuration settings for web interface redirect

5) Obtaining and installing digital certificates onto Secure Gateway

6) Testing of Secure Gateway appliance with web interface redirect

7) Citrix Secure Gateway knowledge transfer

d. Installation and Configuration of Windows NLB or Clustering Service

1) Windows NLB can be used to enable a fault-tolerance

2) Web interface solution that is integrated with Secure Gateway without requiring a hardware load balancing device

3) Install web interface/ Secure Gateway on the additional redundant server

4) Create a NLB cluster for the web interface servers and configure the cluster

5) Create a NLB cluster for the Secure Gateway

e. Estimated Duration

1) One week, depending upon Client availability

11. ON-PRODUCTION/PRODUCTION CITRIX INSTALL FOR UP TO 12 SERVERS

Implementing and configuring Contractor's Citrix solution requires specialized knowledge and tight integration between multiple layered components of IBM WebSphere message queuing (MQ) messaging software, Oracle, and Cerner Millennium.

a. Overview

1) Contractor will provide the following services to implement Citrix as set forth in this Scope. Certain tasks are dependent upon the availability of County's technical personnel for verification and testing. The engagement set forth in this Scope is designed to provide a Citrix implementation, and includes to the creation of a new Citrix farm consisting of up to 12 Citrix servers in any combination of production and non-production servers, 1 Citrix web interface server, and 1 structured query language (SQL) data store / Citrix license server.

1 b. Initial Phase

2 1) Identify hardware and software system requirements

3 2) Planning

4 a) Reviewing existing network layout

5 (1) Network access (remote access service (RAS), internet, local area network
6 (LAN), wide area network (WAN), wireless)

7 b) Reviewing existing domain structure (W2K AD,W2k3 AD)

8 c) Windows terminal services (WTS)

9 d) Drive configuration

10 (1) User and group discussion

11 (2) Application compatibility and coexistence

12 (3) Printer configuration strategy

13 (4) Terminal services (TS) license server requirements

14 e) Citrix server

15 (1) Creation of SQL data store

16 (2) Attaching to the database for the datastore

17 (3) License server requirements

18 (4) Network configuration and account authority issues

19 (5) Determining Citrix administrator accounts

20 (6) Citrix client strategy

21 (7) Naming conventions

22 f) Web application delivery services

23 (1) Access requirements (internal / external access)

24 c. Implementation

25 1) Installation of appropriate version on Microsoft Windows with terminal services

26 a) Confirm network and power connectivity

27 b) Configure operating system (OS) properties

28 c) Review and patch OS as required

29 2) Installation of Citrix server components

30 a) License server configuration

31 (1) Installation of appropriate Windows OS and patches

32 (2) Installation of license server (add and activate licenses)

33 b) Data store configuration

34 (1) Installation of appropriate Windows OS and patches

35 (2) Installation of SQL server

36 (3) Configuration of SQL database

37 c) Citrix Application Server

- 1 (1) Installation of appropriate Citrix hotfixes/patches
- 2 (2) Farm configuration properties
- 3 d) Basic connectivity verification with County
- 4 e) Installation of universal print drivers
- 5 f) Installation of *Cerner Millennium*
- 6 g) Selection of solutions
- 7 h) Configuration of *Cerner Millennium* for multi-user environment
- 8 i) Configuration of server-specific settings
- 9 j) Code update strategies
- 10 k) Publish *Cerner Millennium* applications
- 11 l) Application launch verification
- 12 m) Configuration and testing of Multum connectivity (if applicable)
- 13 n) Configuration and testing of bar code scanning (if applicable)
- 14 d. Configuration
- 15 1) Security configuration
- 16 a) New technology file system (NTFS) rights
- 17 b) Group and local policy and profile implementation
- 18 c) User rights configuration
- 19 d) Remote desktop protocol (RDP)/independent computing architecture (ICA)
- 20 connections configured
- 21 e) Security configuration validated
- 22 2) Citrix load management
- 23 a) Define rules
- 24 b) Configure evaluators
- 25 c) Assign evaluators to servers
- 26 d) Test load balancing configuration
- 27 e. Server System Management Discussion
- 28 1) Current configuration discussion
- 29 2) Terminal server system administration
- 30 3) Server backup and restore techniques
- 31 4) Load management
- 32 5) Performance monitoring
- 33 6) User and group maintenance
- 34 7) Client and software distribution strategies
- 35 8) System recovery/replacement discussion
- 36 9) Published application management
- 37 10) OS and Citrix patching strategy

1 f. County Installation and Configuration

2 1) End user workstation Citrix client selection

3 2) County configuration and update

4 3) Test connectivity

5 4) Knowledge transfer for Windows administrator throughout the entire phase

6 g. Citrix Web Interface Installation and Configuration(as required)

7 1) The web interface provides users with internal access to Citrix applications and
 8 content and virtual desktops. Users access their resources through a standard web browser or through
 9 the Citrix online plug-in

10 2) Verification of web server hardware

11 3) Installation of recommended Windows enterprise OS and patches

12 4) Creation of Windows network load balancing or clustering service

13 5) Installation and configuration of internet information service (IIS) and requisite
 14 components

15 6) Installation and configuration of web interface

16 7) Test web interface functionality on Web browser of choice

17 8) Web interface knowledge transfer

18 h. WTS Location

19 1) The WTS Location utility is an add-on management tool that handles default
 20 location and directory information for all user home directories

21 2) This task is accomplished via an SQL database

22 3) WTS Location alleviates the need to visit individual servers to perform directory
 23 management, thus saving administrators a great deal of time

24 4) WTS AdminKit (WTS Location) configuration – assumes County owns tool

25 a) Test WTS Location functionality

26 b) WTS Location login scripting (if necessary)

27 5) WTS Location implementation for Citrix servers knowledge transfer to technical
 28 team

29 i. Deliverables

30 1) Cerner will provide a network and desktop services technology architect to perform
 31 the tasks set forth in this Scope, including:

32 a) Thin client implementation

33 b) Windows terminal services design discussion

34 c) Windows terminal services configuration document

35 d) Knowledge transfer sessions for information systems (IS) and end user
 36 personnel

37 e) Windows terminal services consulting and Support services

- 1 f) Documentation and status reports (as required)
- 2 g) Performance analysis spreadsheet
- 3 h) Thin client remote technical support – for 2 weeks following the completion of
- 4 this engagement
- 5 j. Estimated Duration
- 6 1) 3 to 4 weeks, depending upon County availability
- 7 12. CITRIX NETSCALER IMPLEMENTATION SERVICES
- 8 a. Overview
- 9 1) Contractor will provide technical consultation services to implement a Citrix
- 10 NetScaler solution for connectivity to the application server. Installation and configuration will be
- 11 completed so as to test the core functionality to the application server.
- 12 2) Certain tasks are dependent upon the availability of County technical personnel for
- 13 verification, testing, and knowledge transfer. Contractor will identify such County tasks at the beginning
- 14 of the engagement to facilitate scheduling and coordination. Contractor will perform the work activities
- 15 set forth below.
- 16 b. Site Readiness Document Discussion (Remote)
- 17 1) Provide NetScaler Site Readiness Checklist document to Client
- 18 2) Schedule and conduct site readiness review discussion with Client
- 19 c. Hardware Verification (On-Site)
- 20 1) Verify the NetScaler hardware
- 21 2) Confirm applications and hardware are configured and ready for testing and
- 22 production
- 23 3) Assist in making the hardware available on Intellinet for remote support from
- 24 Contractor via out-of-band management port (if applicable)
- 25 d. Remote Technical Support
- 26 1) Remote technical support is provided for 2 weeks following engagement
- 27 completion. After such time, support should be requested via the standard support channels
- 28 e. Deliverables
- 29 1) Installation and configuration of Citrix NetScaler
- 30 2) Knowledge transfer for installation, configuration, and operational procedures
- 31 3) Documentation for installation, configuration, and operational procedures
- 32 4) Scheduling and completion of design discussion with County
- 33 5) Detailed drawing of Citrix NetScaler layout
- 34 6) User process flow diagrams
- 35 f. Assumptions
- 36 1) County is familiar with the core technologies used in this solution
- 37 //

1) All work will be performed at County facility unless otherwise noted or agreed upon

2) County sign-off document must be completed within 2 weeks following delivery

3) Configuration of the load balancer will follow Contractor's best practices

g. Estimated Duration

1) From planning, design, installation and testing, the overall project will require 5 days of work effort

13. RECOVERY MANAGER FOR CAREAWARE MULTIMEDIA IMPLEMENTATION SERVICES

a. Overview

1) Recovery Manager (RMAN) implementation services have been developed by Contractor to provide a robust Oracle database backup and restore solution to the Contractor Oracle based solutions. Contractor works with County to determine business rules and best practices in the database backup and restore arena.

b. Work Activities

1) Contractor will perform the following work activities:

a) Review configuration and make recommendations for RMAN configuration

b) Implement Contractor's RMAN solution (including the RMAN catalog)

c) Perform Oracle backups on each assigned database

d) Demonstrate database restore and recoverability

e) Perform up to 8 hours County knowledge transfer

f) Perform annual support and maintenance for Contractor RMAN scripts

2) County execution of this Contractor Sales Order entitles County to perpetual usage and support for Contractor's RMAN solution as documented in this Scope and the RMAN user guide.

c. Deliverables

1) A successful full online or offline backup of Oracle instances defined between Contractor and County

2) A successful incremental online or offline database backup

3) A successful full database restore

4) A successful tablespace restore

5) A successful datafile restore

6) A successful archive log backup from those databases in archive log mode

7) A successful archive log restore

8) Up to 8 hours of knowledge transfer from Contractor to County

9) Contractor's Oracle backup and restore solution (scripts)

10) Creation of a RMAN recovery catalog

11) Contractor's recommended backup and tape rotation strategy

12) Contractor's RMAN user's guide

d. Estimated Duration

1) Four weeks

14. VMWARE SERVICE-ENTERPRISE DESIGN AND IMPLEMENTATION PHASE

Implementing and configuring VMWare solution requires specialized knowledge and tight integration between multiple layered components of *Cerner Millennium*

a. Service Overview

1) Contractor will provide the following services to implement VMWare as described in this Scope.

2) Certain tasks are dependent upon the availability of County's technical personnel for verification and testing. The services set forth in this Scope are designed to provide a VMWare implementation, and include the creation of a new virtualized environment consisting of up to 5 virtual servers.

b. Enterprise Phase

1) Two vSphere Hypervisor (ESXi) servers with up to 5 virtual machines completed up to guest operating system (OS)

2) One virtual center server

3) Installation requires a dual processor, dual network interface server at a minimum

4) Conduct enterprise phase implementation kickoff meeting

a) Review project scope

b) Review pre-travel checklist.

(1) Confirmation of hardware and software delivery as required.

(2) Verification of required software licenses and installation media

c) Verify server environment

(1) Verification of hardware installation as required (servers, storage area network (SAN), network drops and power sources)

(2) Verification of infrastructure (naming System, internet access, internet protocol (IP) addresses, domain account)

(a) Reserved machine names (physical ESXi server and virtual machines)

(b) Network IP addresses (physical ESXi Server and virtual machines)

5) Review completed documentation of each planned ESXi server configuration with each specific virtual machine.

a) Review each specific documented hardware configuration.

(1) Processor(s)

(2) Logical disk configuration

(a) Internal storage

(b) Attached storage area network

- 1 (3) Memory
- 2 (4) Number of physical network interface cards (NICs)
- 3 (5) Fibre channel cards
- 4 (6) Any virtual machine application specific hardware
- 5 b) Review physical VMWare virtual center server capacity requirements and
- 6 configuration
- 7 (1) Random access memory (RAM), processor, storage, and network
- 8 (2) County device and database requirements
- 9 (3) Managed hosts requirements
- 10 (4) Virtual machine requirements
- 11 (5) Virtual center licensing
- 12 (6) Virtual center VMotion requirements
- 13 (a) Licenses and hardware
- 14 (7) Virtual center template requirements
- 15 c) Review documented virtual center server hardware/software configuration
- 16 (1) RAM, processor, storage, and network
- 17 (2) County device and Database Requirements
- 18 (3) Managed hosts requirements
- 19 (4) Virtual machine requirements
- 20 (5) Virtual center licensing
- 21 (6) Virtual center VMotion requirements
- 22 (a) Licenses and hardware
- 23 (7) Virtual center template requirements
- 24 d) Review virtual center server configuration migration strategy to physical server
- 25 and structured query language (SQL) database.
- 26 6) Review enterprise implementation design documentation/plan
- 27 7) Review and confirm deployment strategy with appropriate County personnel
- 28 a) Big bang or staged approach
- 29 8) Review physical to virtual machine migration/completely new virtual machines
- 30 plans
- 31 a) Downtime expectations for physical to virtual (P2V) migrations if required
- 32 b) Cutover strategy for virtual machine replacements for physical machines
- 33 9) Review virtual machine cloning and templates
- 34 10) Review virtual machine dependencies
- 35 a) Availability of network resources
- 36 b) Availability of virtual/physical machine resources
- 37 11) Review Client device requirements for VMWare console and system tools

- 1 12) Review virtual machine rollback strategy as required
- 2 13) Review virtual machine failover/failback policies as required
- 3 14) Review virtual machine creation strategy
- 4 15) Install VMWare ESXi server per completed pre-installation checklists
 - 5 a) Configure server hardware
 - 6 b) ESXi server software installation
 - 7 (1) Licensing
 - 8 (2) Memory allocation
 - 9 (3) Peripheral component devices
 - 10 (4) Disk partitioning
 - 11 (5) Service console configuration
 - 12 (6) Root password/user setup
 - 13 (7) Management user interface login
 - 14 (a) Create VMkernel swap space
 - 15 (b) Define virtual ethernet switches
 - 16 (c) Configure NIC's to VMkernel
 - 17 (d) Set virtual machine file system (VMFS) volume properties
 - 18 c) Advanced ESXi server deployment via scripted installation (as required)
 - 19 (1) Hardware and software requirements
 - 20 (2) Script creation and testing
- 21 16) Install Virtual Center Server
 - 22 a) Prepare the database (new or migrated)
 - 23 (1) Database backup and maintenance requirements
 - 24 b) Installing Virtual Center
 - 25 c) Migration with P2V
 - 26 d) Created new from templates
- 27 17) Review VMWare server network and security requirements
 - 28 a) Review existing domain structure (Windows NT, active directory)
 - 29 b) Review existing network naming service
 - 30 c) Domain user and group discussion
- 31 18) Review VMWare ESXi server naming and internet protocol (IP) address
 - 32 requirements
- 33 19) Review VMWare server and Virtual Machine backup and recovery strategy
- 34 20) Compare VM backup strategies
 - 35 a) Guest OS or service console
- 36 21) Back up VMWare service console
 - 37 c. Knowledge Transfer

1 Contractor will provide knowledge transfer to assigned information technology (IT)
 2 staff during entire project, provide updated documentation to Contractor's enterprise phase design
 3 documentation, and review documents and any changes made during project. Topics include:

4 1) Virtual machine administration

5 a) Install remote console

6 b) Adding virtual machines

7 (1) Configuring standard options

8 (2) Configuring processor and memory

9 (3) Configuring virtual disks

10 (4) Configuring removable devices

11 (5) Configure other hardware

12 (6) Configuring guest OS

13 (a) Connect CD-ROM to virtual machine (VM)

14 (b) Install guest OS

15 (c) Install VMWare tools

16 c) Deploying virtual machines

17 (1) Creating templates

18 (2) Cloning

19 (3) Export/import virtual disks

20 (4) Provide guidance and knowledge transfer for County on the following:

21 (a) Installation, configuration or migration of required application or
 22 service (this is County responsibility)

23 i. Testing application or service configuration/functionality (this is
 24 County responsibility)

25 ii. Performance/stress testing as required (this is County responsibility)

26 d) Knowledge transfer on virtual machine administration with virtual center server

27 (1) Navigation

28 (2) Users, licenses and permissions

29 (3) Farms and hosts

30 (4) Virtual machines

31 (a) Migrating

32 (b) Creating new VMs

33 (c) Templates

34 (d) Guest OS customization

35 (e) Editing VM configurations

36 (5) Scheduled tasks

37 (6) Alarms and events

- 1 2) Process to monitor application or service for issues
- 2 a) Analyzing workloads/resource utilizations
- 3 b) Allocating/managing resources
- 4 (1) Central processing unit (CPU)
- 5 (2) Memory
- 6 (3) Storage
- 7 (4) Network
- 8 c) VMWare user and group management
- 9 d) Command –line tools
- 10 e) VMWare server troubleshooting techniques
- 11 d. Deliverables
- 12 1) Updated pre-installation documents for ESXi server and virtual machines
- 13 2) Updated enterprise phase design diagram
- 14 3) Updated enterprise phase implementation detailed project plan
- 15 4) Contractor ESXi server installation and configuration guide
- 16 e. Estimated Duration
- 17 1) Estimated project duration is 3 to 4 weeks, depending on County availability.
- 18 15. VMWARE SERVICES INITIAL PHASE
- 19 a. VMServices-Initial Phase
- 20 1) One VMware Elastic Sky X (ESX) server with up to 5 virtual machines (VMs)
- 21 completed up to guest operating system (OS)
- 22 2) Installation requires a dual processor, dual network interface, server minimum
- 23 3) Guidance and knowledge transfer for Client’s selected application and/or service
- 24 b. Initial Phase: Implementation Kickoff Meeting
- 25 1) Review project scope
- 26 2) Review Event Activity Report (EAR) and Client sign-off requirements
- 27 3) Review pre-travel checklist
- 28 a) Confirmation of hardware and software delivery as required
- 29 (1) Verification of required software licenses and installation media
- 30 b) Server environment verification
- 31 (1) Verification of hardware installation as required (servers, storage area
- 32 networks (SAN), network drops, and power sources
- 33 (2) Verification of infrastructure (naming system, internet access, internet
- 34 protocol (IP) addresses, domain account)
- 35 (a) Reserved machine names (physical ESX server and VMs)
- 36 (b) Network IP addresses (physical ESX server and VMs)
- 37 4) Review and complete pre-installation documents

- 1 a) Document ESX server hardware configuration
- 2 (1) Make and model
- 3 (2) Processor(s)
- 4 (3) Internal storage
- 5 (4) Attached storage/SAN
- 6 (5) Logical disk configuration (raid configuration, volumes types, sizes and
- 7 names)
- 8 (6) Memory
- 9 (7) Number of physical network interface cards
- 10 (8) Fibre channel cards SAN
- 11 (9) Reserved machine name
- 12 (10) Network IP addresses
- 13 b) Document configurations of selected Cerner mid-tier server VMs
- 14 (1) Document resource requirements (per “Cerner Server Consolidation
- 15 Strategy Guide”) for the following:
- 16 (a) Processor(s)
- 17 (b) Memory
- 18 (c) Disk storage (# of volumes, sizes, names)
- 19 (2) Number of virtual network interface cards (NICs)
- 20 (3) Reserved machine name
- 21 (4) Network IP address(es)
- 22 (5) Specific configuration requirements based on Client selected VM
- 23 candidates
- 24 c) Identify and document VMware server network and security requirements
- 25 (1) Review existing domain structure (NT, W2K AD, W2K3 AD)
- 26 (2) Review existing network naming service
- 27 (3) Domain user and group discussion
- 28 c. Installation of Virtual Server Environment
- 29 1) Installation of VMware ESX server
- 30 a) Configure server hardware
- 31 b) ESX server software installation
- 32 (1) Licensing
- 33 (2) Memory allocation
- 34 (3) PCI devices
- 35 (4) Disk partitioning
- 36 (5) Service console configuration
- 37 (6) Root password/user setup

- 1 (7) Management user interface login
- 2 (a) Create VMkernel swap space
- 3 (b) Define virtual ethernet switches
- 4 (c) Configure NIC's to VMkernel
- 5 (d) Set VMware VMFS volume properties
- 6 2) Virtual machine installation
- 7 a) Install remote console
- 8 b) Adding VMs for Client selected servers
- 9 (1) Configure standard options
- 10 (2) Configure processor and memory
- 11 (3) Configure virtual disks
- 12 (4) Configure removable devices
- 13 (5) Configure other hardware
- 14 (6) Configuring guest OS
- 15 (a) Connect CD-ROM or ISO image to VM
- 16 (b) Install guest OS
- 17 (c) Install VMware tools
- 18 3) Knowledge transfer on VM administration with virtual center server
- 19 a) Navigation
- 20 b) Users, licenses and permissions
- 21 c) Farms and hosts
- 22 d) Virtual machines
- 23 (1) Creating new VMs
- 24 (2) Templates
- 25 (3) Guest OS customization
- 26 (4) Editing VM configurations
- 27 (5) Knowledge transfer on process to monitor application or service for issues
- 28 4) Knowledge transfer on VM performance optimization and management
- 29 a) Analyzing workloads/resource utilizations
- 30 b) Allocating/managing resources
- 31 (1) CPU
- 32 (2) Memory
- 33 (3) Storage
- 34 (4) Network
- 35 c) Client device requirements for VMware console and system tools
- 36 d) VMware user and group management
- 37 e) Command-line tools

1 f) VMware server troubleshooting techniques

2 d. Deliverables

3 1) Pre-installation documents for ESX server and VMs

4 2) Contractor ESX server installation and configuration guide

5 e. Training

6 1) Knowledge transfer to assigned IT staff throughout the entire engagement

7 16. EBS SAN/STORAGE-ADVISORY OVERSIGHT SERVICES (PER WEEK)

8 a. Overview

9 1) The Enterprise Backup and Storage Project Oversight services include project
10 management and access to ~~Cerner~~ Contractor resources with a storage array, SAN fabric, and data
11 protection expertise. The services are provided in 1 week increments. ~~CONTRACTOR~~ Contractor will
12 perform the following tasks:

13 a) Review solution design with COUNTY County and storage vendor

14 b) Review solution prerequisites and compatibility with ~~CONTRACTOR~~ County
15 and storage vendor

16 c) Review ~~CONTRACTOR~~ Contractor solution requirements and design with
17 COUNTY County and storage vendor

18 (1) Logical unit number (LUN) sizes, quantities, masking, etc.

19 (2) SAN fabric design, zoning, etc.

20 (3) Backup type, frequencies, etc.

21 d) Project management (kick-off meeting, coordinate resources, etc.)

22 2) This ~~SOW~~ Scope does not include the following tasks:

23 a) Installation of any hardware

24 b) Installation of any software

25 c) Custom scripting

26 b. Environment Limitations

27 1) Services are limited to the following environments:

28 a) Storage array implementations, upgrades, refreshes, or migrations

29 b) SAN fabric implementations, upgrades, refreshes, or migrations

30 c) Data protection implementations, upgrades, refreshes, or migrations

31 c. Deliverables

32 1) Project status updates

33 2) ~~CONTRACTOR~~ Contractor solution-specific requirements and design

34 ~~3) CONTRACTOR to provide a proposed network diagram and network~~
35 ~~documentation that identifies port name, protocol number and the purpose for allowing the port~~
36 ~~communication in order to clearly document the communication between all source and destination IP's.~~

37 d. Assumptions

#

1) All hardware, physical, and environmental requirements are met (floor space, rack space, cables, power, cooling, etc.)

e. Estimated ~~duration~~ Duration

1) One week

~~2. ADMIN DATABASE MIGRATION - This~~ 17. IBM WEBSHERE
NETWORK DEPLOYMENT INSTALL AND CONFIGURATION

a. Service ~~performs a migration and upgrade of the admin database. These~~ Overview

1) Contractor will provide technical consultation services ~~are typically implemented when new hardware~~ to implement the IBM WebSphere Application Server Network Deployment solution. In this implementation, both hardware-level and application-level redundancy is provided therefore this Scope includes installing IBM WebSphere Application Server Network Deployment in a redundant configuration

b. Contractor Responsibilities

1) Verification of server hardware

2) Assistance in making the hardware available on Intellinet for remote support from Contractor

3) Installation of IBM WebSphere Application Server Network Deployment

4) Installation of IBM WebSphere Deployment Manager for remote management (1 per cell)

5) Installation of required/recommended fixes for IBM WebSphere Application Server Network Deployment

6) Installation of IBM HTTP server/on-demand router (ODR), either integrated on the WebSphere servers or on separate hardware

7) Installation of required/recommended fixes for IBM HTTP server/on-demand router (ODR)

8) Creation of production and certification cells

Installation of cluster and clustered application servers spread across administrative cell and associated nodes for application failover

9) Configuration of clustered application servers deployed to the cluster

10) Infrastructure functionality testing

c. Deliverables

~~put into operation or when the~~ 1) IBM WebSphere Application Server Network Deployment solution installed and configured as set forth in this Scope

2) Knowledge transfer for installation, configuration, and operational procedures

3) Documentation for installation, configuration, and operational procedures

d. Estimated Project Duration

1 Two to 4 weeks depending on County availability. Work will be performed remotely unless otherwise
 2 noted or agreed upon

3 18. 2SENTINEL SERVICES-UPGRADE(MIGRATION)

4 P2Sentinel Clinical Enterprise is an enterprise-level audit logging solution for tracking user
 5 access to confidential patient data and enables the capability to audit how patient information is accessed
 6 throughout an enterprise. Under the Health Insurance Portability and Accountability Act (HIPAA)
 7 provider organizations must implement a system of accountability with regards to how patient
 8 information is accessed, used, and disclosed.

9 a. Overview

10 1) Contractor will upgrade the P2Sentinel environment by upgrading the existing
 11 P2Sentinel solution on new hardware running the P2Sentinel solution. The upgrade service will be
 12 completed so as to provide the same level of functionality prior to the project

13 a) Advanced configuration of the P2Sentinel solution application is not provided
 14 as part of this Scope

15 2) Certain tasks are dependent on the availability of County technical personnel for
 16 verification, testing, and knowledge transfer. Contractor will identify those County tasks at the
 17 beginning of the project to facilitate scheduling and coordination

18 b. Installation Checklist (Remote)

19 1) Provide installation checklist document to County

20 2) Schedule and conduct pre-travel review discussion with County

21 c. Hardware and Application Server Verification

22 1) Verify server hardware to ensure it meets the minimum requirements for the new
 23 application

24 2) Assist in making the hardware available on Intellinet for remote support from
 25 Contractor if necessary

26 d. Upgrade of Non-Production P2Sentinel Environment

27 1) Modify the non-production Cerner Millennium ~~databases have been upgraded to a~~
 28 ~~new Oracle~~ application node(s) auditing settings to turn off auditing for downtime preparation

29 2) Install P2Sentinel Enterprise solution

30 3) Test core application functionality of the P2Sentinel solution

31 4) Modify the Cerner Millennium application node(s) for auditing

32 e. Upgrade of Production P2Sentinel Environment

33 1) Modify the production Cerner Millennium application node(s) auditing settings to
 34 turn off or re-route auditing for downtime preparation

35 2) Upgrade P2Sentinel Enterprise solution to latest version ~~of~~

36 3) Test core application functionality of the P2Sentinel solution

37 //

1 4) Move and convert existing report sets to the new ~~database hardware.~~ The admin
 2 migration implements a the new version of P2Sentinel (5.0)

3 5) Modify the Cerner Millennium application node(s) for auditing and point the
 4 auditing feed to the production P2Sentinel server

5 f. Deliverables

6 1) Existing P2Sentinel Enterprise solution upgraded as outlined in this Scope

7 2) Knowledge transfer for installation, configuration and operational procedures

8 3) User training

9 4) Documentation for installation, configuration and operational procedures

10 g. Assumptions

11 1) County is familiar with the core technologies used in this solution

12 2) County has the Red Hat Linux operating system installed on the server(s)

13 3) Red Hat Enterprise Linux installation service on production and non-production is
 14 not included in this Scope

15 4) All work will be performed at County's location unless otherwise noted or agreed
 16 upon

17 h. Estimated Duration

18 1) Four to Six weeks after hardware is in place

19 19. OLYMPUS UPGRADE

20 Olympus provides a single console to manage and monitor to the Cerner Millennium
 21 environment. Olympus allows County to manage systems across all architectural platforms from one
 22 location. Contractor provides the expertise required for installing and configuring Olympus on
 23 supported application server technologies

24 a. Overview

25 1) Cerner will provide technical consultation services to upgrade the Olympus solution
 26 in one of the client domains. Installation and configuration of Olympus will be conducted by Cerner.
 27 Training regarding configuration and upgrades will be provided after initial setup. Additional domain
 28 configurations will be performed by the client with Cerner's assistance as part of the training.

29 2) Certain tasks are dependent on the availability of County technical personnel for
 30 verification, testing, and knowledge transfer. Contractor will identify those County tasks at the beginning
 31 of the engagement to facilitate scheduling and coordination. The following work activities will be
 32 performed by Contractor:

33 b. Pre-travel Checklist Discussion (Remote)

34 1) Provide pre-travel checklist document to County

35 2) Schedule and conduct pre-travel review discussion with County

36 c. Hardware and Application Server Verification

37 1) Verification of server hardware

2) Assistance in making the hardware available on Intellinet for remote support from

Contractor

d. Installation

1) Upgrade active directory application mode (ADAM) instance (if applicable)

2) Upgrade Olympus schema

3) Upgrade Olympus console

4) Upgrade Sentinel on backend and frontend system(s)

a) Sentinel is installed on each system that is managed by Olympus. It is often referred to as a managed system or managed server

5) Upgrade my structured query language (MySQL) for Guardian

a) Guardian is a service responsible for collecting data from managed systems

6) Verify Olympus environment

7) Upgrade Olympus Smart Module schema file(s) (If applicable)

8) Upgrade Alerting and Thresholding schema

a) The Alerting and Thresholding engine enables users to proactively monitor the *Cerner Millennium* application by generating e-mails and pages when parameters cross an established threshold

9) Import updated baseline parameters

e. Configuration

1) Configure enterprises and profiles

2) Configure Guardian, if applicable

3) Configure Olympus users

4) Configure Olympus security and roles

5) Create Guardian profile to start monitoring service

6) Set baseline guardian collection intervals

7) Define email addresses and distribution lists for notifications

8) Configure rule Instances

9) Configure auditing for monitoring service, if desired

10) Enable dashboards

11) Configure Olympus security for each Smart Module

12) Configure Olympus user and role security for each Smart Module

13) Configure Guardian to collect each Smart Module category

14) Configure Alerting for each Smart Module, if applicable

f. Deliverables

1) Olympus solution installed and configured as outlined in this Scope

2) Knowledge transfer and documentation for installation, configuration and operational procedures

1 g. Assumptions

2 1) County is familiar with the core technologies used in this solution

3 2) All work will be performed at County's location unless otherwise noted or agreed
4 upon

5 h. Estimated Project Duration

6 1) The number of servers to be set up will determine the exact requirements and time
7 needed for the project

8 i. Other Requirements

9 1) Hardware for Olympus lightweight directory access protocol (LDAP) server(s):

10 a) Minimum Windows 2003 server SP1 or higher OR Windows 2008 server (2.0
11 GHz CPU, 2 GB random access memory (RAM), and 20 gigabyte free disk space). Additional hardware
12 and sizing details will be provided by Contractor

13 2) Hardware for Olympus Guardian server(s):

14 a) Minimum Windows 2003 server SP1 OR Windows 2008 server or Linux
15 RedHat AS 4.x/5.x (Dual 2.0 GHz CPU, 4 GB RAM, and 30 GB free disk space). Additional hardware
16 and sizing details will be provided by Cerner

17 3) Olympus LDAP server member of Windows active directory domain in which end
18 users are also a member

19 4) Windows service account for Olympus used to authenticate systems managed by
20 Olympus

21 5) Windows service account a member of Windows active directory domain in which
22 end users are also a member

23 6) Contractor Intellinet connectivity to the Contractor backend and the Olympus
24 console(s) via PC-anywhere

25 7) Performing Contractor associate(s) must have high-privilege access to the systems
26 being serviced as needed

27 20. CAREAWARE MULTIMEDIA-HIGHLY AVAILABLE

28 a. Service Description

29 1) Contractor will provide services for configuration and training for *CareAware*
30 *MultiMedia* Archive in a highly available cluster

31 b. Prerequisites

32 1) Unless the Equipment and Sublicensed Software is set forth in the "Solutions and
33 Services" section of this Ordering Document, Client is responsible for set up of any equipment not
34 purchased through Contractor. If equipment is not purchased through Contractor, County is responsible
35 to meet the specifications as outlined in the *Cerner Clinical Imaging – Supported and Planned*
36 *Technology Guide*. Contractor's technology architect will coordinate the validation of the existing
37 County environment and planned technology.

1 c. Configuration

2 1) Contractor will provide the following services:

3 a) Initial configuration of a *CareAware MultiMedia* server in a highly available
4 cluster at one location for one domain

5 b) Initial database sizing and configuration

6 c) Initial configuration for long term storage according to the technical storage
7 sizing specifications set forth in the Solutions and Services, Equipment and Sublicense Software sections
8 of this Agreement or provided to County as a separate document

9 2) Contractor will set up and test the High Availability software.

10 d. Training

11 1) Contractor will provide a one day on-site training event for the system administrator

12 e. Conversion Support

13 1) Contractor will provide eight hours of conversion support

14 f. Assumptions

15 1) The image backup strategy is not included in this Scope and will be supplied by
16 County or contracted separately.

17 2) This Scope does not include the implementation and configuration of front-end
18 applications or acquisition devices

19 21. ORACLE DATABASE ASM STORAGE OVERSIGHT

20 Automatic Storage Management (ASM) simplifies administration of Oracle related files by
21 allowing the administrator to reference disk groups rather than individual disks and files managed by
22 ASM. The ASM functionality is an extension of the Oracle Managed Files (OMF) functionality that also
23 includes striping and mirroring to provide balance and secure storage.

24 The main components of ASM are disk groups, each of which comprise of several physical disks that are
25 controlled as a single unit. The physical disks are known as ASM disks, while the files that reside on the
26 disks are known as ASM files. The locations and names for the files are controlled by ASM. This
27 service performs Oracle ASM implementation, knowledge transfer and storage oversight on County's
28 system during an ASM implementation project.

29 a. Overview

30 1) Provide project planning, leadership, and settings knowledge transfer

31 admin 2) Assist County and storage supplier with defining the Oracle ASM requirements

32 a) Recommend a design based on Contractor best practices for using Oracle ASM
33 on Contractor implementations

34 b) Recommend storage requirements including:

35 (1) Recommendation on ASM layout design

36 (2) Target database, flash, redo, and archive spaces with storage area network
37 (SAN) array logical unit number (LUN) sizes

- 1 (3) Oracle ASM kernel
- 2 3) Provide documentation of Oracle ASM pre-requisites including:
- 3 a) Disk storage space requirements
- 4 b) File system layout and sizing
- 5 c) RAW device naming conventions
- 6 d) Operating system (OS) version
- 7 e) High availability (HA) version if used
- 8 f) Cerner Millennium compatibility requirements
- 9 4) Validate Oracle software availability and licensing requirements
- 10 5) Validate Oracle ASM installation pre-requisites have been met
- 11 6) Confirm HA strategy
- 12 7) Review existing database ~~based on~~ layout
- 13 8) Create the ~~current~~ Oracle ASM instance if applicable
- 14 9) Install latest productivity tools if appropriate
- 15 10) Create required ASM disk groups
- 16 11) Start up, shut down, and test Oracle ASM software
- 17 12) Use commercially reasonable efforts to deliver, as applicable, the documentation,
- 18 drawings, and environmental specifications in a format or containing content reasonably conforming to
- 19 County's documentation standards for like documents. When there are multiple occurrences of the same
- 20 service, Contractor's work effort and deliverables shall be adjusted to take into account the then current
- 21 technical environment including updated maintenance and management checklists
- 22 b. Deliverables
- 23 1) Project documentation, including but not limited to:
- 24 a) Pre-requisites
- 25 b) Implementation
- 26 c) Storage requirements and ASM layout design
- 27 d) Installation of the ASM productivity tools
- 28 e) Creation of required ASM disk groups
- 29 f) Startup, shut down, and testing of Oracle ASM software
- 30 g) Operational knowledge transfer
- 31 h) Production environment change authorization (PECA) forms requiring County
- 32 signature. These forms will be presented to County describing access requirements and items being
- 33 reviewed on County's production environment prior to work being performed
- 34 i) Event Activity Report (EAR) forms requiring County signature upon
- 35 completion of designated solution implementation
- 36 c. Pre-Requisites
- 37 1) Source and Target nodes identified

- 1) Administrative access to source and target nodes granted
- 2) Remote access via Cerner's Intellinet or other remote access solution provided
- 3) Installation of Oracle kernels and Contractor recommended Oracle patches completed
- 4) Database related pre-requisites and requirements are met
- 5) Existing Oracle Cluster Ready Services (CRS) kernel is functional, if applicable
- 6) Installation of recommended *Cerner Millennium* service packages in source domain completed
- 7) All required licenses and software necessary are present
- 8) Confirmation that all County devices are supported
- 9) Appropriate OS level installation on target node completed
- 10) Appropriate network connectivity available
- 11) a) If in an Oracle Real Application Cluster (RAC) environment, validate inter-node network setup and connectivity in the cluster is appropriately setup and configured
- 12) All required disk space
- 13) d. Project Planning and Leadership
- 14) 1) Contractor will oversee planning, execution, and communication newly upgraded relative to database ~~Oracle version~~ assessment services including:
- 15) a) Communicating with County about the team of consultants involved with the project
- 16) b) Scheduling and conducting follow up review discussion with County technical teams
- 17) c) Ensuring County has access to all required service packages as needed
- 18) d) Ensuring technology services are delivered consistently and according to Contractor recommendations
- 19) e) Creating and driving deliverables through Contractor's *MethodM*
- 20) e. Knowledge Transfer
- 21) 1) Solution specific knowledge transfer or training will include:
- 22) a) Oracle ASM start up and shut down
- 23) b) ASM productivity tools
- 24) c) Disk group creation
- 25) d) Adding or removing disks from ASM disk groups
- 26) e) Oracle RAC failover and support if implemented as part of the oversight
- 27) f) New features and known issues of Oracle stack uplift as appropriate
- 28) g) Contractor database technology roadmap
- 29) h) Navigating Contractor support and technology pages
- 30) i) Contractor support basics and tools

1 j) Oracle release validation cycles and *Cerner Millennium* code dependencies

2 k) Technology upgrades, planning, execution, and support

3 l) Storage and growth management

4 m) Tnsnames.ora file requirements

5 2) In addition to the structured knowledge transfer planned, Contractor anticipates
6 numerous knowledge transfer opportunities during the implementation phase. On-site visits may be
7 planned in advance and County will be encouraged to shadow Contractor consultants to maximize
8 knowledge transfer opportunities. Additional training beyond this knowledge transfer may be required
9 and is the responsibility of County to obtain.

10 f. Post-Implementation Support

11 1) Contractor will provide remote project support on an as needed basis up to 30 days
12 post implementation

13 a) After the post go-live support, all future support will be available to County
14 through Contractor's Immediate Response Center (IRC) for critical production related issues or the
15 Immediate Answer Center (IAC) for general non-urgent support

16 During the post go-live period Contractor will assist County with database support and tuning as needed

17 g. County Obligations

18 1) County is responsible for the following tasks as related to this Scope:

19 a) Obtain all necessary media necessary for migration

20 b) Define all necessary pre-requisites in the Oracle configuration and migration
21 guide

22 c) Complete or will complete all HA, host, and related third party software and
23 hardware configuration

24 d) Ensure host definitions have been generated and are available for connection

25 e) Provide host interface information, including, but not limited to, destination
26 address, local adapter address, exchange ID, and remote and local logical unit (LU) names, etc.

27 f) Provide Contractor administrative access to the systems being serviced as
28 needed

29 g) Designate a representative to serve as County project manager to act as the
30 focal point for Contractor relative to this project and will have the authority to act on County's behalf in
31 matters regarding this project

32 h) Provide documentation of requested configurations on an as needed basis

33 i) Provide documentation and support phone numbers for all hardware and
34 software providers

35 j) Provide County resources for any knowledge transfer made available as part of
36 this implementation

37 k) Conduct County operational testing

1) Verify/install *Cerner Millennium* packages to support new Oracle release as required

m) Verify/install latest installation tools in source domain

n) Create or designate validation environment to be used with target validation database

o) Perform all system operating system, networking, storage, file system, Oracle kernel, and any additional layered product installation

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) If County cannot complete any of the requirements or responsibilities set forth in this Scope, County may purchase additional professional services hours at Contractor's then-current fees for Contractor to complete the work

4) The following activities are not included in this Scope and will not be implemented:

a) Installation or upgrade of Oracle relational database management system (RDBMS), Oracle RAC or other Oracle software

b) Provisioning of storage to the host systems

c) Installation or upgrade of any system related software or services including:

d) OS version

e) HA version if used

f) *Cerner Millennium* service packages if required

g) Oversight of a non-RAC database to use a new Oracle RAC configuration

h) Creation of a test database utilizing the new ASM storage

i) Migration of an existing database storage to ASM unless part of a Contractor database migration project

h. Assumptions

1) All prerequisite work related to the delivery of this solution is complete prior to implementation

2) County is familiar with the core technologies used in this solution

3) Contractor has remote access to County nodes

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) Any downtime(s) imposed by pre-requisites will not be part of this Scope and will be completed separately from execution of this Scope

i. Duration and Work Effort

1) Estimated project duration is 2 weeks depending on County availability and system connectivity.

2) Typical on-site work requires 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

22. DATABASE MIGRATION-STANDBY SERVICES

This service performs an Oracle Database Migration or database upgrade utilizing a standby database copy. This migration performs a like-for-like copy of 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

~~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~~ 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~~ 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~~ backup/restore 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~~

h) Synchronize real-time data between source and target databases

(1) Synchronization will be maintained between the source and target databases until the go-live activation of the target database

i) Create 1 validation copy of the source database

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 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:

a) Pre-requisites documentation

b) Implementation documentation

c) One migrated copy of source database

~~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~~ new migration validation database

~~d) Pre conversion readiness and go-live work plan review~~

~~f) Go-live support~~

~~g) Post go-live support~~

~~h) Operational knowledge transfer~~

~~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 County signature. These forms will be presented to COUNTY County describing access requirements and items being reviewed on COUNTY's County's production environment prior to work being performed~~

~~i) Event Activity Report (EAR) forms requiring COUNTY County signature upon completion of designation designated solution implementation~~

c. Pre-Requisites

~~c. Pre-Requisites~~

1) ~~Identification of~~ Identified source and target nodes

2) Administrative access to source and target nodes

3) Remote access via ~~CONTRACTOR~~ Contractor's Intellinet or other remote access

solution

4) Installation of Oracle kernels and ~~CONTRACTOR~~ Contractor recommended Oracle

patches

//

1) Installation of recommended *Cerner Millennium* service packages in source domain

2) Copy of source domain application to use with validation database

3) Appropriate operating system level installation on target node

4) Appropriate network connectivity

5) All required disk space

6) Source database must be configured for locally managed tables (LMT)

d. Project Planning and Leadership

~~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~~ Contractor will oversee planning, execution, and communication relative to database assessment services including:

a) Communicating with ~~COUNTY~~ County about the team of consultants involved with the project

b) Scheduling and conducting follow up review discussion with ~~COUNTY~~ County technical teams

c) Ensuring ~~COUNTY~~ County has access to all required service packages as needed

d) Ensuring technology services are delivered consistently and according to ~~CONTRACTOR~~ Contractor recommendations

~~e) Creating and driving deliverables through Cerner's MethodM~~

~~e. Knowledge Transfer~~

~~1) Solution specific knowledge transfer~~ ~~e)~~

~~Creating and driving deliverables through CONTRACTOR's MethodM~~

~~e. Knowledge Transfer~~

~~1) Solution specific knowledge transfer or training 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 ~~Contractor~~ Database Technology Roadmap

g) Navigating ~~CONTRACTOR~~ Contractor support and technology pages

h) ~~CONTRACTOR~~ 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~~

n2) In addition to the structured knowledge transfer planned, CONTRACTOR Contractor anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits may be planned in advance and COUNTY Contractor will be encouraged to shadow COUNTY Contractor consultants to maximize knowledge transfer opportunities. Additional training beyond this knowledge transfer may be required and is the responsibility of County to obtain

f. Go-Live Support

1) CONTRACTOR Contractor will provide up to ~~two (2)~~ 24 hours of dedicated support for the go-live event

a) This support is provided ~~remotely~~ on-site over a 3 day period 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~~

1 ~~needed~~

2 ~~_____ c) Designate a representative to serve as COUNTY project manager to act as the~~
 3 ~~focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's~~
 4 ~~behalf in matters regarding this project~~

5 ~~_____ d) Provide documentation of requested configurations on an as needed basis~~

6 ~~_____ e) Provide documentation and support phone numbers for all hardware and~~
 7 ~~software providers~~

8 ~~_____ f) Provide COUNTY resources for any knowledge transfer made available as part~~
 9 ~~of this implementation~~

10 ~~_____ g) Conduct operational testing~~

11 ~~_____ h) Provide COUNTY resources for any knowledge transfer made available as part~~
 12 ~~of this implementation~~

13 ~~_____ i) Verify/install Cerner Millennium packages to support new Oracle release~~

14 ~~_____ j) Verify/install latest installation tools in source domain~~

15 ~~_____ k) Create or designate validation environment to be used with target validation~~
 16 ~~database~~

17 ~~_____ l) Create or designate validation environment to be used with target validation~~
 18 ~~database~~

19 ~~_____ m) Update Cerner Millennium fat clients, Citrix or other systems needing access to~~
 20 ~~the new database including, but not limited to, the following:~~

21 ~~_____ (1) tnsnames.ora entries as necessary~~

22 ~~_____ (2) Updated Oracle client as needed~~

23 ~~_____ n) Validate database creation~~

24 ~~_____ o) Agree that CONTRACTOR will bypass the verification processes, if~~
 25 ~~connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities,~~
 26 ~~and incorrect software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment,~~
 27 ~~unsupported network interface cards)~~

28 ~~_____ 2) If COUNTY cannot complete any of the requirements or responsibilities set forth in~~
 29 ~~this SOW, COUNTY may purchase additional professional services hours at CONTRACTOR's then-~~
 30 ~~current fees for a CONTRACTOR resource to complete the work~~

31 ~~_____ i. Assumptions~~

32 ~~_____ 1) COUNTY is familiar with the core technologies used in this solution~~

33 ~~_____ 2) CONTRACTOR has remote access to COUNTY nodes~~

34 ~~_____ 3) All prerequisite work related to the delivery of this solution is complete~~

35 ~~_____ 4) All work will be delivered remotely outside the planned and agreed upon site visits~~

36 ~~_____ 5) CONTRACTOR will have required access to the systems where work is to be~~
 37 ~~performed~~

- 1 ~~_____ a) This may include privileged accounts and possible physical access as needed~~
- 2 ~~_____ j. Duration and Work Effort~~
- 3 ~~_____ 1) Estimated project duration is one (1) week, depending on COUNTY availability~~
- 4 ~~and system connectivity~~
- 5 ~~_____ 2) All work will be performed remotely~~
- 6 ~~_____ 3. DATABASE MIGRATION GOLDENGATE SERVICES _____ Oracle GoldenGate is a~~
- 7 ~~comprehensive software package for real-time data integration and replication in heterogeneous~~
- 8 ~~information technology (IT) environments. The product set enables high availability solutions, real-time~~
- 9 ~~data integration, transactional change data capture, data replication, transformations, and verification~~
- 10 ~~between source and target databases. This service performs an Oracle database migration or database~~
- 11 ~~upgrade utilizing the Oracle GoldenGate solution. This migration includes rebuilding the source~~
- 12 ~~database to new storage located on either existing or new database hardware.~~
- 13 ~~_____ a. Overview~~
- 14 ~~_____ 1) Provide project planning, leadership, and settings knowledge transfer~~
- 15 ~~_____ 2) Migrate one (1) Cerner Millennium database to new storage~~
- 16 ~~_____ 3) Review preloaded Oracle kernel implementation including applicable Oracle~~
- 17 ~~patches per CONTRACTOR best practices~~
- 18 ~~_____ 4) Verify all required licenses and software related to migration~~
- 19 ~~_____ 5) Install and configure Oracle GoldenGate software~~
- 20 ~~_____ 6) Create target database data file logical volumes as needed~~
- 21 ~~_____ 7) Create new target database using CONTRACTOR recommended best practices~~
- 22 ~~_____ 8) Size system global area (SGA)~~
- 23 ~~_____ 9) Create temporary one (1) standby staging database copy of the source database to~~
- 24 ~~be used during the initial load of the new target database. Migrate Prod and use refresh to copy non-prod.~~
- 25 ~~_____ 10) Create new tnsnames.ora file on target system~~
- 26 ~~_____ 11) Replicate source database to target database using Bulk Data Move (BDM) process~~
- 27 ~~_____ 12) Synchronize real-time data between source and target databases, maintained until~~
- 28 ~~the go-live activation of the target database~~
- 29 ~~_____ 13) Create 1 validation copy of the newly created target database~~
- 30 ~~_____ 14) Activate database at go-live and provide go-live and post go-live support~~
- 31 ~~_____ 15) Use commercially reasonable efforts to deliver, as applicable, the documentation,~~
- 32 ~~drawings, and environmental specifications in a format or containing content reasonably conforming to~~
- 33 ~~COUNTY's documentation standards for like documents. When there are multiple occurrences of the~~
- 34 ~~#~~
- 35 ~~same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the~~
- 36 ~~then current technical environment including updated maintenance and management checklists~~
- 37 ~~_____ 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:~~

~~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 County functional testing of new database~~

~~g. Post Go-Live Support~~

~~g. Post Go_Live Support~~

//

1) ~~The CONTRACTOR project team~~ 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 County through ~~CONTRACTOR's~~ Contractor's Immediate Response Center (IRC) for critical production related issues or the Immediate Answer Center (IAC) for general non-urgent support

~~3~~ a) During the post go-live period ~~CONTRACTOR~~ Contractor will assist COUNTY County with database support and tuning as needed

h. COUNTY County Obligations

1) COUNTY 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~~ Contractor administrative access to the systems being serviced as needed

c) Designate a representative to serve as COUNTY County project manager to act as the focal point for ~~CONTRACTOR~~ 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 ~~1) COUNTY is familiar with the core technologies used in this solution~~
- 2 ~~2) CONTRACTOR has remote access to COUNTY nodes~~
- 3 ~~3) All prerequisite work related to the delivery of this solution is complete~~
- 4 ~~4) All work will be delivered remotely outside the planned and agreed upon site visits~~
- 5 ~~5) CONTRACTOR will have required access to the systems where work is to be~~
- 6 ~~performed~~
- 7 ~~a) This may include privileged accounts and possible physical access as needed~~
- 8 ~~j. Duration and Work Effort~~
- 9 ~~1) Estimated project duration is sixteen (16) weeks, depending on COUNTY~~
- 10 ~~availability and system connectivity~~
- 11 ~~a) Typical on-site work requires one (1) site visit. The specific requirements of~~
- 12 ~~this project may determine additional site visits. These site visits will be coordinated and agreed on by~~
- 13 ~~COUNTY~~
- 14 ~~4. ORACLE DATABASE CBO ASSESSMENT/RECOMMENDATION~~
- 15 ~~a. Oracle's cost-based SQL optimizer (CBO) is an extremely sophisticated component of~~
- 16 ~~Oracle that governs the execution for every Oracle query. The CBO determines the execution speed for~~
- 17 ~~every Oracle query so it is important to make sure the CBO optimization is configured correctly and is~~
- 18 ~~properly collecting and maintaining the database internal statistics based on data distribution.~~
- 19 ~~b. To optimize these settings CONTRACTOR has developed an Oracle Database CBO~~
- 20 ~~Assessment service to review and provide recommendations to the COUNTY. Managing and tuning~~
- 21 ~~CBO is an ongoing effort and CONTRACTOR recommends particular attention to CBO in conjunction~~
- 22 ~~with major database and Cerner Millennium upgrade events. This assessment provides feedback on~~
- 23 ~~CONTRACTOR's best practices as well as makes recommendations in a comprehensive written report~~
- 24 ~~on specific COUNTY hosted high availability (HA) nodes.~~
- 25 ~~c. Overview~~
- 26 ~~1) Project planning, leadership, and settings knowledge transfer~~
- 27 ~~2) Analysis of the current CBO environment including:~~
- 28 ~~a) Reviewing applicable service packs and patches~~
- 29 ~~b) Reviewing initialization parameters as compared to CONTRACTOR standards~~
- 30 ~~c) Reviewing CBO and statistics collection parameters compared to~~
- 31 ~~CONTRACTOR standards~~
- 32 ~~3) Provide all knowledge transfer and CONTRACTOR assistance with CBO based~~
- 33 ~~script tuning or performance mitigation~~
- 34 ~~4) Settings and recommendations in a written format and reviewed in detail with~~
- 35 ~~COUNTY~~
- 36 ~~#~~
- 37 ~~5) CONTRACTOR will use commercially reasonable efforts to deliver, as applicable,~~

1 ~~the documentation, drawings, and environmental specifications in a format or containing content~~
 2 ~~reasonably conforming to COUNTY's documentation standards for like documents. When there are~~
 3 ~~multiple occurrences of the same service, CONTRACTOR's work effort and deliverables shall be~~
 4 ~~adjusted to take into account the then current technical environment including updated maintenance and~~
 5 ~~management checklists~~

6 ~~_____ d. Deliverables~~

7 ~~_____ 1) Project documentation, including, but not limited to:~~

8 ~~_____ a) Pre-requisites~~

9 ~~_____ b) Implementation~~

10 ~~_____ c) Results of assessment~~

11 ~~_____ d) Production environment change authorization (PECA) forms requiring~~
 12 ~~COUNTY signature. These forms will be presented to COUNTY describing access requirements and~~
 13 ~~items being reviewed on COUNTY's production environment prior to work being performed~~

14 ~~_____ e) Event Activity Report (EAR) forms requiring COUNTY signature upon~~
 15 ~~completion of designated solution implementation~~

16 ~~_____ (1) One (1) COUNTY call to review the assessment and provide knowledge~~
 17 ~~transfer on the findings, recommendations, and best practices, as well as recommendations related to~~
 18 ~~possible future upgrades or migrations~~

19 ~~_____ e. Pre Requisites~~

20 ~~_____ 1) Identification of all servers to be reviewed~~

21 ~~_____ 2) Administrative access to servers to be reviewed~~

22 ~~_____ 3) Remote access via CONTRACTOR *Intellinet* or other remote access solution~~
 23 ~~granted~~

24 ~~_____ 4) These items are highly recommended to help ensure an efficient process for~~
 25 ~~troubleshooting scripts during audit of CBO to ensure quick resolution of issues encountered~~

26 ~~_____ a) Licensing for diagnostics and tuning pack from Oracle~~

27 ~~_____ b) Sixty days of automatic workload repository (AWR) data retention~~

28 ~~_____ c) Lights On/Knowledge and Reporting Tool (KaRT) configured for production~~
 29 ~~and mock domains~~

30 ~~_____ f. Project Planning and Leadership~~

31 ~~_____ 1) CONTRACTOR will oversee planning, execution, and communication relative to~~
 32 ~~database assessment services including:~~

33 ~~_____ a) Communicating with COUNTY about the team of consultants involved with~~
 34 ~~the project~~

35 ~~_____ b) Scheduling and conducting follow up review discussion with COUNTY~~
 36 ~~technical teams~~

37 ~~_____ c) Ensuring COUNTY has access to all required service packages as needed~~

~~1) Ensuring technology services are delivered consistently and according to CONTRACTOR recommendations~~

~~2) Creating and driving deliverables through *Cerner's MethodM*~~

~~3) COUNTY Obligations~~

~~4) COUNTY is responsible for the following tasks as related to this Scope:~~

~~5) Ensuring host definitions have been generated and are available for connection~~

~~6) Providing CONTRACTOR administrative access to the systems being serviced as needed~~

~~7) 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~~

~~8) Providing documentation of requested configurations on an as needed basis~~

~~9) Providing documentation and support phone numbers for all hardware and software providers~~

~~10) Performing any necessary COUNTY operational testing~~

~~11) Providing COUNTY resources for any knowledge transfer made available as part of this implementation~~

~~12) The following activities are not included in this Scope and will not be implemented:~~

~~13) System, parameter, or configuration changes~~

~~14) Rule-based optimizer (RBO) to CBO conversion~~

~~15) New statistics will not be collected~~

~~16) Assumptions~~

~~17) COUNTY is familiar with the core technologies used in this solution~~

~~18) CONTRACTOR has remote access to COUNTY nodes~~

~~19) All prerequisite work related to the delivery of this solution is complete~~

~~20) All work will be delivered remotely outside the planned and agreed upon site visits~~

~~21) CONTRACTOR will have required access to the systems where work is to be performed~~

~~22) This may include privileged accounts and possible physical access as needed~~

~~23) No changes will be made to production systems or environments~~

~~24) Duration and Work Effort~~

~~25) Estimated project duration is two (2) weeks depending on COUNTY availability and system connectivity~~

~~26) All work is performed remotely~~

~~27) 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~~

1 ~~Oracle cluster implementation on new nodes not previously configured for Oracle RAC. Oracle cluster~~
2 ~~implementation provides software for clustering and high availability (HA) in Oracle database~~
3 ~~environments.~~

4 ~~a. Overview~~

5 ~~1) Provide project planning, leadership, and settings knowledge transfer~~

6 ~~2) Provide recommendation and documentation of Oracle Cluster Ready Services~~
7 ~~(CRS) implementation pre-requisites~~

8 ~~3) Review system compatibility and requirements including:~~

9 ~~a) Cerner Millennium~~

10 ~~b) HA solution if used~~

11 ~~c) Operating system (OS) version~~

12 ~~d) Disk storage space requirements~~

13 ~~e) File system layout and sizing~~

14 ~~f) Network configurations~~

15 ~~4) Validate Oracle software availability and licensing requirements~~

16 ~~5) Validate inter-node network setup and that connectivity in the cluster is~~
17 ~~appropriately setup and configured~~

18 ~~a) Primary and secondary public virtual local area network (VLAN) with~~
19 ~~appropriate Internet Protocol (IP) addresses~~

20 ~~b) Oracle virtual IP (VIP) primary and secondary public VLAN with appropriate~~
21 ~~IP addresses~~

22 ~~c) Oracle primary and secondary private VLAN with appropriate IP addresses~~

23 ~~d) All domain name server (DNS) entries required for Oracle CRS implementation~~
24 ~~are created and are associated to appropriate IP addresses~~

25 ~~6) Verify existence and configuration of Oracle CRS concurrent disk volumes~~
26 ~~depending on the version of Oracle CRS being implemented~~

27 ~~7) Validate that:~~

28 ~~a) All basic Oracle installation pre-requisites have been met~~

29 ~~b) Additional Oracle RAC requirements on all nodes in the cluster have been met~~

30 ~~c) Additional Oracle RAC space requirements on all nodes in the cluster have~~
31 ~~been met~~

32 ~~d) If installing Oracle RAC on currently existing Oracle kernel, discuss~~
33 ~~installation options and effects on the existing database(s)~~

34 ~~8) Installation of the Oracle cluster software~~

35 ~~9) Create Oracle Cluster Registry (OCR)~~

36 ~~10) Implement Oracle RAC on two (2) Cerner Millennium databases~~

37 ~~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~~

1 ~~CONTRACTOR recommendations~~

2 ~~_____ e) Creating and driving deliverables through Cerner's MethodM~~

3 ~~_____ e. Knowledge Transfer~~

4 ~~_____ 1) Solution specific knowledge transfer or training will include:~~

5 ~~_____ a) Oracle CRS start up/shut down~~

6 ~~_____ b) Tnsnames.ora file requirements~~

7 ~~_____ c) Oracle RAC failover and support if implemented as part of the migration~~

8 ~~_____ d) New features and known issues of Oracle stack uplift as appropriate~~

9 ~~_____ e) CONTRACTOR database technology roadmap~~

10 ~~_____ f) Navigating CONTRACTOR support and technology pages~~

11 ~~_____ g) CONTRACTOR support basics and tools~~

12 ~~_____ h) Oracle release validation cycles and Cerner Millennium code dependencies~~

13 ~~_____ i) Technology upgrades, planning, execution, and support~~

14 ~~_____ j) Storage and growth management~~

15 ~~_____ k) In addition to the structured knowledge transfer planned, CONTRACTOR~~
 16 ~~anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits~~
 17 ~~may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to~~
 18 ~~maximize knowledge transfer opportunities.~~

19 County's ~~_____ f. COUNTY Obligations~~

20 ~~_____ 1) COUNTY is responsible for the following tasks as related to this Scope:~~

21 ~~_____ a) Ensure host definitions have been generated and are available for connection~~

22 ~~_____ b) Provide CONTRACTOR administrative access to the systems being serviced as~~
 23 ~~needed~~

24 ~~_____ c) Designate a representative to serve as COUNTY project manager to act as the~~
 25 ~~focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's~~
 26 ~~behalf in matters regarding this project~~

27 ~~_____ d) Provide documentation of requested configurations on an as needed basis~~

28 ~~_____ e) Provide documentation and support phone numbers for all hardware and~~
 29 ~~software providers~~

30 ~~_____ f) Provide COUNTY County resources for any knowledge transfer made available~~
 31 ~~as part of this implementation~~

32 ~~_____ g) ~~Conduct COUNTY~~ Perform County operational testing~~

33 ~~_____ h) Provide County resources for any knowledge transfer made available as part of~~
 34 ~~this implementation~~

35 ~~_____ i) Verify/install Cerner Millennium packages to support new Oracle release~~

36 ~~_____ ~~hj) Verify/install latest installation tools in source domain~~~~

37 ~~_____ k) Create or designate validation environment to be used with target validation~~

~~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*~~

1 ~~Millennium support assistant (MSA) servers (Olympus is required to collect discrete RMTS data)~~

2 ~~d. Project Planning and Leadership~~

3 ~~1) CONTRACTOR will oversee planning, execution, and communication relative to~~
 4 ~~database assessment services including:~~

5 ~~a) Communicating with COUNTY about the team of consultants involved with~~
 6 ~~the project~~

7 ~~b) Scheduling and conducting follow up review discussion with COUNTY~~
 8 ~~technical teams~~

9 ~~c) Ensuring COUNTY has access to all required service packages as needed~~

10 ~~d) Ensuring technology services are delivered consistently and according to~~
 11 ~~CONTRACTOR recommendations~~

12 ~~e) Creating and driving deliverables through CONTRACTOR's MethodM~~

13 ~~e. Knowledge Transfer~~

14 ~~1) Solution specific knowledge transfer will include:~~

15 ~~a) Oracle Active Data Service (ADS) software download requirements~~

16 ~~b) New features and known issues of ADS tools~~

17 ~~c) CONTRACTOR database technology roadmap~~

18 ~~d) Navigating CONTRACTOR support and technology pages~~

19 ~~e) CONTRACTOR support basics and tools~~

20 ~~f) Storage and growth management~~

21 ~~g) In addition to the structured knowledge transfer planned, CONTRACTOR~~
 22 ~~anticipates numerous knowledge transfer opportunities during the implementation phase. On site visits~~
 23 ~~may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to~~
 24 ~~maximize knowledge transfer opportunities.~~

25 ~~f. Post Implementation support~~

26 ~~1) CONTRACTOR will provide remote project support on an as needed basis up to 30~~
 27 ~~days post go-live.~~

28 ~~2) After the post go-live support, all future support will be available to COUNTY~~
 29 ~~through CONTRACTOR's Immediate Response Center (IRC) for critical production related issues or the~~
 30 ~~Immediate Answer Center (IAC) for general non-urgent support.~~

31 ~~3) During the post go-live period CONTRACTOR will assist COUNTY with database~~
 32 ~~support and tuning as needed.~~

33 ~~g. COUNTY Obligations~~

34 ~~1) COUNTY is responsible for the following tasks as related to this scope:~~

35 ~~a) Ensure host definitions have been generated and are available for connection~~

36 ~~b) Provide COUNTY administrative access to the systems being serviced as~~
 37 ~~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~~ high availability (HA) or MSA Oracle RAC solutions

b) Installation of Oracle kernels

c) Migration of admin database if required

d) Migration of additional non-production databases

e) Implementation and testing of database backup solutions in new configuration

f) Migration and/or re-installation other software installed on new servers

(1) Examples include recovery manager (RMAN), Tivoli Storage Manager (TSM), BMC Patrol, etc.

g) Conversion of the database storage to Oracle Automatic Storage Management (ASM) unless combined with these services

h) Conversion from rules based optimization (RBO) to cost based optimization (CBO) unless combined with these services

i. Assumptions

~~1) County~~ h. Assumptions

~~1) COUNTY is familiar with the core technologies used in this solution~~

~~2) CONTRACTOR~~ 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~~

1 ~~herein.~~

2 ~~7) System Operations Data means all data that is collected, stored, or generated~~
 3 ~~through the use of the CONTRACTOR service sentry, response time measurement and knowledge and~~
 4 ~~repository tool software that is transmitted to, or retrieved by CONTRACTOR for storage.~~
 5 ~~CONTRACTOR will not collect any patient or patient identifiable information as part of the data.~~
 6 ~~CONTRACTOR will use all practical means to protect the COUNTY's name/identifier from other~~
 7 ~~COUNTYs who are viewing operational data or reports from CONTRACTOR's service sentry system.~~

8 ~~8) COUNTY hereby grants to CONTRACTOR the perpetual and irrevocable right to~~
 9 ~~use System Operations Data for any purpose permitted by law, including, without limitation:~~

10 ~~a) Analysis and incorporation of the data in databases, reports, comparative data~~
 11 ~~sets, scores, or scoring systems generated there from;~~

12 ~~b) Creation and distribution of works and derivative works based on the data~~

13 ~~i. Duration and Work Effort.~~

14 ~~1) Estimated project duration is two (2) weeks depending on COUNTY availability~~
 15 ~~and system connectivity.~~

16 ~~2) Typical on-site work requires one (1) site visit. The specific requirements of this~~
 17 ~~project may determine additional site visits. These site visits will be coordinated and agreed on by~~
 18 ~~COUNTY.~~

19 ~~7. HA SCRIPT IMPLEMENTATION (PER CLUSTER) While supplier high availability~~
 20 ~~(HA) cluster software provides the foundation for a HA cluster, CONTRACTOR has developed HA~~
 21 ~~scripts that manage the start up, shut down, and failover operation for Cerner Millennium domains. This~~
 22 ~~service will implement these CONTRACTOR HA scripts and provide failover testing to ensure for a~~
 23 ~~graceful application failover in the event one of the cluster members becomes unavailable. This service~~
 24 ~~includes implementation and testing CONTRACTOR's HA scripts on a single 2 node cluster.~~

25 ~~a. Overview~~

26 ~~1) Provide project planning, leadership, and settings knowledge transfer~~

27 ~~2) Provide recommendations and implementation documentation of CONTRACTOR~~
 28 ~~HA scripts including:~~

29 ~~a) Volume group and file system layout of HA controlled disks~~

30 ~~b) Cerner Millennium, IBM WebSphere MQ, and Oracle kernel compatibility~~
 31 ~~requirements~~

32 ~~3) Validate WebSphere MQ queue manager configuration for a HA environment~~

33 ~~4) Validate Cerner Millennium register settings for unique Cerner Millennium~~
 34 ~~application servers~~

35 ~~5) Review network configuration and recommend any changes required for HA~~
 36 ~~operation~~

37 ~~6) Implement CONTRACTOR HA scripts on 2 domains, PROD and CERT~~

- 1 ~~7) Review and provide recommendations for *Cerner Millennium* interface servers~~
2 ~~8) Review and provide recommendations for *Cerner Millennium* security master and~~
3 ~~security slave servers~~
4 ~~9) Review and provide recommendations for *Cerner Millennium* transaction database~~
5 ~~(TDB) master and TDB slave servers~~
6 ~~10) Review network interface configuration and HA managed Internet Protocol (IP)~~
7 ~~service addresses~~
8 ~~11) Test HA cluster startup, shutdown, and failover of *Cerner Millennium* domain~~
9 ~~12) Provide knowledge transfer of CONTRACTOR HA script implementation and~~
10 ~~usage~~
11 ~~13) Use commercially reasonable efforts to deliver, as applicable, the documentation,~~
12 ~~drawings, and environmental specifications in a format or containing content reasonably conforming to~~
13 ~~COUNTY's documentation standards for like documents. When there are multiple occurrences of the~~
14 ~~same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the~~
15 ~~then current technical environment including updated maintenance and management checklists~~
16 ~~b. Deliverables~~
17 ~~1) Provide project documentation, including but not limited to:~~
18 ~~a) Pre-requisites~~
19 ~~b) Implementation~~
20 ~~c) Production environment change authorization (PECA) forms requiring~~
21 ~~COUNTY signature. These forms will be presented to COUNTY describing access requirements and~~
22 ~~items being reviewed on COUNTY's production environment prior to work being performed~~
23 ~~d) Event Activity Report (EAR) forms requiring COUNTY signature upon~~
24 ~~completion of designated solution implementation~~
25 ~~e) Pre-travel checklist~~
26 ~~2) Install and configure CONTRACTOR HA scripts~~
27 ~~3) Perform HA failover operational testing~~
28 ~~4) Provide configuration and basic operational knowledge transfer of CONTRACTOR~~
29 ~~HA script~~
30 ~~c. Pre-Requisites~~
31 ~~1) Target node identified~~
32 ~~2) Administrative access to target node granted~~
33 ~~3) Remote access via CONTRACTOR's Intellinet or other remote access solution~~
34 ~~provided~~
35 ~~4) Required licenses and software necessary are present~~
36 ~~5) Appropriate network connectivity available~~
37 ~~6) All required disk space available~~

- 1 ~~7) Testing partner/original equipment manufacturer (OEM) HA solution implemented~~
- 2 ~~8) Pre travel checklist reviewed with COUNTY~~
- 3 ~~d. Project Planning and Leadership~~
- 4 ~~1) CONTRACTOR will oversee planning, execution, and communication relative to~~
- 5 ~~database assessment services including:~~
- 6 ~~a) Communicating with COUNTY about the team of consultants involved with~~
- 7 ~~the project~~
- 8 ~~b) Scheduling and conducting follow up review discussion with COUNTY~~
- 9 ~~technical teams~~
- 10 ~~c) Ensuring COUNTY has access to all required service packages as needed~~
- 11 ~~d) Ensuring technology services are delivered consistently and according to~~
- 12 ~~CONTRACTOR recommendations~~
- 13 ~~e) Creating and driving deliverables through CONTRACTOR's *MethodM*~~
- 14 ~~e. Knowledge Transfer~~
- 15 ~~1) Solution specific knowledge transfer or training will include:~~
- 16 ~~a) CONTRACTOR HA script software requirements~~
- 17 ~~b) CONTRACTOR host, operating system (OS) and supplier specific HA~~
- 18 ~~software technology roadmap~~
- 19 ~~c) CONTRACTOR support and technology pages navigation~~
- 20 ~~d) CONTRACTOR support basics and tools~~
- 21 ~~e) Oracle release and *Cerner Millennium* code dependencies~~
- 22 ~~f) Technology upgrades, planning, execution and support~~
- 23 ~~g) Basic HA cluster management~~
- 24 ~~(1) Cluster startup/shutdown~~
- 25 ~~(2) Cluster failover/failback~~
- 26 ~~(3) CONTRACTOR HA script monitoring and trouble shooting~~
- 27 ~~(4) In addition to the structured knowledge transfer planned, CONTRACTOR~~
- 28 ~~anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits~~
- 29 ~~may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to~~
- 30 ~~maximize knowledge transfer opportunities.~~
- 31 ~~f. Post Implementation support~~
- 32 ~~1) CONTRACTOR will provide remote project support on an as needed basis up to~~
- 33 ~~two (2) weeks days post implementation~~
- 34 ~~a) After the post implementation support, all future support will be available to~~
- 35 ~~COUNTY through CONTRACTOR's Immediate Response Center (IRC) for critical production related~~
- 36 ~~issues or the Immediate Answer Center (IAC) for general non urgent support~~
- 37 ~~b) During the post go live period CONTRACTOR will assist COUNTY with~~

1 ~~system support and tuning as needed~~

2 ~~g. COUNTY Obligations~~

3 ~~1) COUNTY is responsible for the following tasks as related to this Scope:~~

4 ~~a) Ensuring host definitions have been generated and are available for connection~~

5 ~~b) Providing CONTRACTOR administrative access to the systems being serviced~~
6 ~~as needed~~

7 ~~c) Designating a representative to serve as COUNTY project manager to act as the~~
8 ~~focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's~~
9 ~~behalf in matters regarding this project~~

10 ~~d) Providing documentation of requested configurations on an as needed basis~~

11 ~~e) Provide COUNTY resources for any knowledge transfer made available as part~~
12 ~~of this implementation~~

13 ~~f) Conducting COUNTY operational testing~~

14 ~~g) Implementing supplier specific HA solution~~

15 ~~h) Implementing host virtualization such as VMWare or logical partition (LPAR)~~
16 ~~or Virtual I/O (VIO)~~

17 ~~i) COUNTY agrees that CONTRACTOR will bypass the verification processes, if~~
18 ~~connections cannot be verified due to incompatible architecture, hardware connectivity~~
19 ~~incompatibilities, and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable~~
20 ~~equipment, unsupported network interface cards)~~

21 ~~2) If COUNTY cannot complete any of the requirements or responsibilities set forth in~~
22 ~~this SOW, COUNTY may purchase additional professional services hours at CONTRACTOR's then-~~
23 ~~current fees for CONTRACTOR to complete the work~~

24 ~~3) The following activities are not included in this Scope and will not be implemented:~~

25 ~~a) Hardware installation including physical installation of hardware, cabling,~~
26 ~~hardware partitioning, software virtualization, power, and I/O card placement~~

27 ~~b) Additional layered products installation such as, Cerner Millennium, IBM~~
28 ~~WebSphere MQ, Oracle kernels or other CONTRACTOR supported solutions~~

29 ~~c) Virtualization or logical partitioning of hardware or OS~~

30 ~~d) Network Time Protocol (NTP) server creation or configuration~~

31 ~~e) High availability testing~~

32 ~~f) OS level user account creation~~

33 ~~g) Creation of required disk space and file systems beyond requirements of HA~~
34 ~~installation~~

35 ~~h) Storage implementation, logical unit number (LUN) creation, zoning,~~
36 ~~connectivity, and cabling Domain name server (DNS) services configuration~~

37 ~~i) All network, network switch, Internet Protocol (IP) addresses, and all wiring to~~

1 ~~connect new hosts to COUNTY network~~

2 ~~_____ j) Firmware levels for attached SAN or network related hardware components~~
 3 ~~validated or upgraded, including but not limited to, SAN array microcode, fibre channel switch~~
 4 ~~microcode and software, and network switch microcode and software~~

5 ~~_____ k) CONTRACTOR HA failover scripts implementation~~

6 ~~_____ l) Host firmware/microcode and host driver updates~~

7 ~~_____ h. Assumptions~~

8 ~~_____ 1) COUNTY is familiar with the core technologies used in this solution~~

9 ~~_____ 2) CONTRACTOR has remote access to COUNTY nodes~~

10 ~~_____ 3) All prerequisite work related to the delivery of this solution is complete~~

11 ~~_____ 4) All work will be delivered remotely outside the planned and agreed upon site visits~~

12 ~~_____ 5) CONTRACTOR will have required access to the systems where work is to be~~
 13 ~~performed~~

14 ~~_____ a) This may include privileged accounts and possible physical access as needed~~

15 ~~_____ i. Duration and Work Effort~~

16 ~~_____ 1) Estimated project duration is two (2) weeks depending on COUNTY availability~~
 17 ~~and system connectivity~~

18 ~~_____ 2) Typical on-site work requires one (1) site visit. The specific requirements of this~~
 19 ~~project may determine additional site visits. These site visits will be coordinated and agreed on by~~
 20 ~~COUNTY~~

21 ~~_____ 8. LINUX HOST OPERATING SYSTEM INSTALL This service will perform the initial~~
 22 ~~operating system (OS) installation for Red Hat Linux to CONTRACTOR validated software levels.~~
 23 ~~System installation will include all basic OS software, printer, and storage drivers~~

24 ~~_____ a. Overview~~

25 ~~_____ 1) Provide project planning, leadership, and settings knowledge transfer~~

26 ~~_____ 2) Provide recommendation and documentation of the OS installation pre-requisites~~
 27 ~~including:~~

28 ~~_____ a) Validating disk space and file systems exist to install the new OS~~

29 ~~_____ b) Identifying disk storage space, new file system layout, and sizing requirements~~

30 ~~_____ c) Validating planned OS version and licensing requirements~~

31 ~~_____ d) Reviewing of Cerner Millennium, IBM WebSphere MQ, Oracle kernel,~~
 32 ~~CONTRACTOR supported high availability (HA) solutions, Citrix or other CONTRACTOR application~~
 33 ~~compatibility requirements~~

34 ~~_____ 3) Validate software media and licensing availability~~

35 ~~_____ 4) Install OS software on all fourteen (14) servers~~

36 ~~_____ 5) Configure basic system network~~

37 ~~_____ 6) Load and confirm storage drivers and storage accessibility for storage array or~~

1 ~~storage area network (SAN) attached storage~~

2 ~~7) Apply initial system tuning~~

3 ~~a. Use commercially reasonable efforts to deliver, as applicable, the~~
 4 ~~documentation, drawings, and environmental specifications in a format or containing content reasonably~~
 5 ~~conforming to CONTRACTOR's documentation standards for like documents. When there are multiple~~
 6 ~~occurrences of the same service, CONTRACTOR's work effort and deliverables shall be adjusted to take~~
 7 ~~into account the then current technical environment including updated maintenance and management~~
 8 ~~checklists~~

9 ~~b. Deliverables~~

10 ~~1) Project documentation, including but not limited to:~~

11 ~~a) Pre-requisites~~

12 ~~b) Implementation~~

13 ~~c) Production environment change authorization (PECA) forms requiring~~
 14 ~~COUNTY signature. These forms will be presented to COUNTY describing access requirements and~~
 15 ~~items being reviewed on COUNTY's production environment prior to work being performed~~

16 ~~d) Event Activity Report (EAR) forms requiring COUNTY signature upon~~
 17 ~~completion of designated solution implementation~~

18 ~~e) Pre-travel checklist~~

19 ~~2) OS software installation on all fourteen (14) servers~~

20 ~~3) Storage network driver installation~~

21 ~~4) Basic network configuration~~

22 ~~5) Initial CONTRACTOR recommended system tuning~~

23 ~~6) System firmware review and upgrade as required~~

24 ~~7) Operational knowledge transfer~~

25 ~~c. Pre-Requisites~~

26 ~~1) Target node identified~~

27 ~~2) Administrative access to target node granted~~

28 ~~3) Remote access via CONTRACTOR's Intellinet or other remote access solution~~
 29 ~~available~~

30 ~~4) Required licenses and software necessary are present~~

31 ~~5) Appropriate network connectivity available~~

32 ~~6) All required disk space is available~~

33 ~~7) Pre-travel checklist reviewed with COUNTY~~

34 ~~d. Project Planning and Leadership~~

35 ~~1) CONTRACTOR will oversee planning, execution, and communication relative to~~
 36 ~~database assessment services including:~~

37 ~~a) Communicating with COUNTY about the team of consultants involved with~~

1 | ~~the project~~

2 | ~~_____ b) Scheduling and conducting follow up review discussion with COUNTY~~
 3 | ~~technical teams~~

4 | ~~_____ c) Ensuring COUNTY has access to all required service packages as needed~~

5 | ~~_____ d) Ensuring technology services are delivered consistently and according to~~
 6 | ~~CONTRACTOR recommendations~~

7 | ~~_____ e) Creating and driving deliverables through CONTRACTOR's MethodM~~

8 | ~~_____ e. Knowledge Transfer~~

9 | ~~_____ 1) Solution specific knowledge transfer or training will include:~~

10 | ~~_____ a) OS and OS patches download requirements~~

11 | ~~_____ b) CONTRACTOR OS technology roadmap~~

12 | ~~_____ c) Navigating CONTRACTOR support and technology pages~~

13 | ~~_____ d) CONTRACTOR support basics and tools~~

14 | ~~_____ e) Oracle release and Cerner Millennium code dependencies~~

15 | ~~_____ f) Technology upgrades, planning, execution, and support~~

16 | ~~_____ g) Storage and growth management~~

17 | ~~_____ h) In addition to the structured knowledge transfer planned, CONTRACTOR~~
 18 | ~~anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits~~
 19 | ~~may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to~~
 20 | ~~maximize knowledge transfer opportunities~~

21 | ~~_____ f. Post Implementation support~~

22 | ~~_____ 1) CONTRACTOR will provide remote project support on an as needed basis up to~~
 23 | ~~two (2) weeks days post implementation~~

24 | ~~_____ a) After the post implementation support, all future support will be available to~~
 25 | ~~COUNTY through CONTRACTOR's Immediate Response Center (IRC) for critical production related~~
 26 | ~~issues or the Immediate Answer Center (IAC) for general non urgent support~~

27 | ~~_____ b) During the post database go live and post application go live periods~~
 28 | ~~CONTRACTOR will assist COUNTY with system support and tuning as needed~~

29 | ~~_____ g. COUNTY Obligations~~

30 | ~~_____ 1) COUNTY is responsible for the following tasks as related to this SOW:~~

31 | ~~_____ a) Ensuring host definitions have been generated and are available for connection~~

32 | ~~_____ b) Providing CONTRACTOR administrative access to the systems being serviced~~
 33 | ~~as needed~~

34 | ~~_____ c) Designating a representative to serve as COUNTY project manager to act as the~~
 35 | ~~focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's~~
 36 | ~~behalf in matters regarding this project~~

37 | ~~_____ d) Providing documentation of requested configurations on an as needed basis~~

~~1) e) Providing COUNTY resources for any knowledge transfer made available as part of this implementation~~

~~2) f) Conducting COUNTY operational testing~~

~~3) g) Installing all system networking, storage, file system~~

~~4) h) Implementing host virtualization such as VMWare or logical partition (LPAR) or Virtual I/O (VIO)~~

~~5) 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)~~

~~6) 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~~

~~7) 3) The following activities are not included in this Scope and will not be implemented:~~

~~8) a) Hardware installation including physical installation of hardware, including cabling, hardware partitioning, software virtualization, power, and I/O card placement~~

~~9) b) Hardware Management Console (HMC) installation and implementation~~

~~10) c) Centralized software distribution services installation or upgrade such as IBM Network Installation Manager (NIM) or HP UX Software Depot servers~~

~~11) d) Hardware or OS system virtualization or logical partitioning such as IBM AIX LPAR, IBM VIO, VMWare etc.~~

~~12) e) Network Time Protocol (NTP) server creation or configuration~~

~~13) f) High availability testing~~

~~14) g) OS level user account creation~~

~~15) h) Storage implementation, logical unit number (LUN) creation, zoning, connectivity and cabling~~

~~16) i) Domain name server (DNS) services configuration~~

~~17) j) All network, network switch, Internet Protocol (IP) addresses, and all wiring to connect new hosts to client network~~

~~18) 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~~

~~19) l) System printers or migrated or print system creation or configuration beyond the initial installation~~

~~20) h. Assumptions~~

~~21) 1) COUNTY is familiar with the core technologies used in this solution~~

~~22) 2) CONTRACTOR has remote access to COUNTY nodes~~

- 1 ~~3) All prerequisite work related to the delivery of this solution is complete~~
- 2 ~~4) All work will be delivered remotely outside the planned and agreed upon site visits~~
- 3 ~~5) CONTRACTOR will have required access to the systems where work is to be~~
- 4 ~~performed~~
- 5 ~~a) This may include privileged accounts and possible physical access as needed~~
- 6 ~~i. Duration and Work Effort~~
- 7 ~~1) Estimated project duration is one (1) weeks depending on COUNTY availability~~
- 8 ~~and system connectivity~~
- 9 ~~2) Typical on-site work requires one (1) site visit. The specific requirements of this~~
- 10 ~~project may determine additional site visits. These site visits will be coordinated and agreed on by~~
- 11 ~~COUNTY~~
- 12 ~~9. WEBSHERE MQ INSTALLATION— Message queuing (MQ) is a method of application-~~
- 13 ~~to-application communication. Applications communicate by writing and retrieving application-specific~~
- 14 ~~data (messages) to and from queues without having a private, dedicated connection to link them.~~
- 15 ~~Messaging means that programs communicate with each other by sending data in messages and not by~~
- 16 ~~calling each other directly which is the case for technologies such as remote procedure calls. Queuing~~
- 17 ~~means that applications communicate through queues. The use of queues removes the requirement for~~
- 18 ~~both the sending and receiving applications to be executing concurrently. This service will perform the~~
- 19 ~~installation of WebSphere MQ, which CONTRACTOR has implemented as part of the message queuing~~
- 20 ~~subsystem of the *Cerner Millennium* middleware.~~
- 21 ~~a. Overview~~
- 22 ~~1) Provide project planning, leadership, and settings knowledge transfer~~
- 23 ~~2) Review system compatibility and requirements including:~~
- 24 ~~a) Cerner Millennium version~~
- 25 ~~b) High availability (HA) solution version, if used~~
- 26 ~~c) Operating system (OS) version~~
- 27 ~~d) Disk storage space requirements~~
- 28 ~~e) File system layout and sizing~~
- 29 ~~f) Network configurations~~
- 30 ~~3) Install WebSphere MQ on all application Linux servers~~
- 31 ~~4) Create MQ host based volume groups, logical volumes, and file systems~~
- 32 ~~5) Create MQ required OS level MQ user account and user group~~
- 33 ~~6) Create and execute queue manager creation scripts if a Cerner Millennium domain~~
- 34 ~~is present~~
- 35 ~~7) Establish MQ cluster if implementing in a HA environment on PROD and CERT~~
- 36 ~~domains~~
- 37 ~~8) Recommend required domain name services (DNS) for use with Cerner Millennium~~

1 ~~domain~~

2 ~~9) Implement CONTRACTOR recommended queue manager settings~~

3 ~~10) Configure system startup files for new queue manager starting at system boot if~~
4 ~~required~~

5 ~~11) Assist COUNTY with recommended thick client desktop or Citrix MQ file settings~~

6 ~~12) Use commercially reasonable efforts to deliver, as applicable, the documentation,~~
7 ~~drawings, and environmental specifications in a format or containing content reasonably conforming to~~
8 ~~COUNTY's documentation standards for like documents. When there are multiple occurrences of the~~
9 ~~same service, CONTRACTOR's work effort and deliverables shall be adjusted to take into account the~~
10 ~~then current technical environment including updated maintenance and management checklists~~

11 ~~b. Deliverables~~

12 ~~1) Provide project documentation, including but not limited to:~~

13 ~~a) Pre-requisites~~

14 ~~b) Implementation~~

15 ~~2) Install the MQ software~~

16 ~~3) Provide installation knowledge transfer~~

17 ~~4) Create and configure MQ Queue Manager~~

18 ~~5) Provide production environment change authorization (PECA) forms requiring~~
19 ~~COUNTY signature. These forms will be presented to Client describing access requirements and items~~
20 ~~being reviewed on COUNTY's production environment prior to work being performed~~

21 ~~6) Provide Event Activity Report (EAR) forms requiring COUNTY signature upon~~
22 ~~completion of designated solution implementation~~

23 ~~c. Pre-Requisites~~

24 ~~1) Source node identified~~

25 ~~2) Administrative access to source and target nodes granted~~

26 ~~3) Remote access via CONTRACTOR's Intellinet or other remote access solution~~
27 ~~available~~

28 ~~4) Recommended Cerner Millennium service packages installed in source domain~~

29 ~~5) All required licenses and software necessary are present~~

30 ~~6) Installation media downloaded~~

31 ~~7) Appropriate OS level installation on target node~~

32 ~~8) Appropriate network connectivity available~~

33 ~~9) All required disk space is available~~

34 ~~d. Project Planning and Leadership~~

35 ~~1) CONTRACTOR will oversee planning, execution, and communication relative to~~
36 ~~database assessment services including:~~

37 ~~a) Communicating with COUNTY about the team of consultants involved with~~

1 | ~~the project~~

2 | ~~_____ b) Scheduling and conducting follow up review discussion with COUNTY~~
 3 | ~~technical teams~~

4 | ~~_____ c) Scheduling and conducting pre installation review discussion with COUNTY~~

5 | ~~_____ d) Ensuring COUNTY has access to all required service packages as needed~~

6 | ~~_____ e) Ensuring technology services are delivered consistently and according to~~
 7 | ~~CONTRACTOR recommendations~~

8 | ~~_____ f) Creating and driving deliverables through CONTRACTOR's MethodM~~

9 | ~~_____ e. Knowledge Transfer~~

10 | ~~_____ 1) Solution specific knowledge transfer or training will include:~~

11 | ~~_____ a) MQ download requirements~~

12 | ~~_____ b) MQ start up and shut down operations~~

13 | ~~_____ c) MQ queue manager creation process~~

14 | ~~_____ d) Navigating CONTRACTOR support and technology pages~~

15 | ~~_____ e) CONTRACTOR support basics and tools~~

16 | ~~_____ f) Technology upgrades, planning, execution, and support~~

17 | ~~_____ g) Storage and growth management~~

18 | ~~_____ 2) In addition to the structured knowledge transfer planned, CONTRACTOR~~
 19 | ~~anticipates numerous knowledge transfer opportunities during the implementation phase. On-site visits~~
 20 | ~~may be planned in advance and COUNTY will be encouraged to shadow CONTRACTOR consultants to~~
 21 | ~~maximize knowledge transfer opportunities.~~

22 | ~~_____ f. Post Implementation Support~~

23 | ~~_____ 1) CONTRACTOR will provide remote project support on an as needed basis up to~~
 24 | ~~two (2) weeks days post go live~~

25 | ~~_____ a) After the post go live support, all future support will be available to COUNTY~~
 26 | ~~through CONTRACTOR's Immediate Response Center (IRC) for critical production related issues or the~~
 27 | ~~Immediate Answer Center (IAC) for general non-urgent support~~

28 | ~~_____ b) During the post go live period CONTRACTOR will assist COUNTY with~~
 29 | ~~system support and tuning as needed~~

30 | ~~_____ g. COUNTY Obligations~~

31 | ~~_____ 1) COUNTY is responsible for the following tasks as related to this Scope:~~

32 | ~~_____ a) Ensuring host definitions have been generated and are available for connection~~

33 | ~~_____ b) Providing CONTRACTOR administrative access to the systems being serviced~~
 34 | ~~as needed~~

35 | ~~_____ c) Designating a representative to serve as COUNTY project manager to act as the~~
 36 | ~~focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's~~
 37 | ~~behalf in matters regarding this project~~

- 1 ~~_____ d) Providing documentation of requested configurations on an as needed basis~~
 2 ~~_____ e) Providing documentation and support phone numbers for all hardware and~~
 3 ~~software providers~~
 4 ~~_____ f) Providing COUNTY resources for any knowledge transfer made available as~~
 5 ~~part of this implementation~~
 6 ~~_____ g) Conducting COUNTY operational testing~~
 7 ~~_____ h) Updating Cerner Millennium thick clients, Citrix, or other systems with MQ~~
 8 ~~client files~~
 9 ~~_____ i) Verifying and installing Cerner Millennium packages~~
 10 ~~_____ j) Downloading and staging CONTRACTOR installation media~~
 11 ~~_____ 2) COUNTY agrees that CONTRACTOR will bypass the verification processes, if~~
 12 ~~connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities,~~
 13 ~~and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment,~~
 14 ~~unsupported network interface cards)~~
 15 ~~_____ 3) The following activities are not included in this Scope and will not be implemented:~~
 16 ~~_____ a) Hardware installation~~
 17 ~~_____ b) OS level user account creation other than what is required for installation of this~~
 18 ~~package~~
 19 ~~_____ c) Thick client desktops and Citrix servers builds~~
 20 ~~_____ d) Storage configuration, connectivity~~
 21 ~~_____ e) Domain name server (DNS) configuration~~
 22 ~~_____ f) All network addresses, and all wiring to connect new hosts to COUNTY~~
 23 ~~network~~
 24 ~~_____ hCounty. Assumptions~~
 25 ~~_____ 1) COUNTY is familiar with the core technologies used in this solution~~
 26 ~~_____ 2) CONTRACTOR has remote access to COUNTY nodes~~
 27 ~~_____ 3) All prerequisite work related to the delivery of this solution is complete~~
 28 ~~_____ 4) All work will be delivered remotely outside the planned and agreed upon site visits~~
 29 ~~_____ 5) CONTRACTORContractor will have required access to the systems where work is~~
 30 ~~to be performed~~
 31 ~~_____ a) This may include privileged accounts and possible physical access as needed~~
 32 ~~_____ ij. Duration and Work Effort~~
 33 ~~_____ 1) Estimated project duration is ~~1 week~~12 weeks, depending on COUNTYCounty~~
 34 ~~availability and system connectivity~~
 35 ~~_____ 2) Typical on-site work requires 1 site visit. The specific requirements of this project~~
 36 ~~may determine additional site visits. These site visits will be coordinated and agreed on by _____~~
 37 ~~_____ 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~~

- 1 ~~_____ (4) Add required columns to the database~~
- 2 ~~_____ (5) Create date and time value triggers for time date stamp creation for UTC~~
- 3 ~~_____ (6) Swap out the local dates and times in favor of the UTC dates and times~~
- 4 ~~during downtime or conversion~~
- 5 ~~_____ e) Review and coordinate application testing and validation with emphasis on data~~
- 6 ~~and time values~~
- 7 ~~_____ 4) The following activities are not included in this SOW. These items will be deemed~~
- 8 ~~as COUNTY's responsibility unless purchased via separate CONTRACTOR Services.~~
- 9 ~~_____ a) Hardware and software installations~~
- 10 ~~_____ b) Testing and validating database setup and creation~~
- 11 ~~_____ c) Related backup activities~~
- 12 ~~_____ 5) Unless otherwise noted for a specific service, CONTRACTOR shall perform the~~
- 13 ~~Services described in this SOW including, as applicable, training, and documentation. CONTRACTOR~~
- 14 ~~will use commercially reasonable efforts to deliver, as applicable, the documentation, drawings, and~~
- 15 ~~environmental specifications in a format or containing content reasonably conforming to COUNTY's~~
- 16 ~~documentation standards for like documents. When there are multiple occurrences of the same service,~~
- 17 ~~CONTRACTOR's work effort and deliverables shall be adjusted to take into account the then current~~
- 18 ~~technical environment including updated maintenance and management checklists.~~
- 19 ~~_____ 6) No changes will be made to production systems or environments without first~~
- 20 ~~notifying and being provided permission from COUNTY project team.~~
- 21 ~~_____ e. Deliverables~~
- 22 ~~_____ 1) Project documentation, including but not limited to:~~
- 23 ~~_____ a) Pre-requisites documentation~~
- 24 ~~_____ b) Project plan as documented in CONTRACTOR's project management system~~
- 25 ~~_____ c) Design and implementation documents~~
- 26 ~~_____ d) Production environment change authorization (PECA) forms requiring~~
- 27 ~~COUNTY signature. These forms will be presented to COUNTY describing any changes to COUNTY's~~
- 28 ~~production environment prior to work being performed~~
- 29 ~~_____ e) Event Activity Report (EAR) forms requiring COUNTY signature upon~~
- 30 ~~completion of designated solution implementation~~
- 31 ~~_____ f) Pre-travel checklist as required~~
- 32 ~~_____ 2) Validation of hardware compatibility with OS to be installed~~
- 33 ~~_____ 3) Validation of software availability and licensing requirements~~
- 34 ~~_____ 4) Validation of disk space and file system existence to install the new OS~~
- 35 ~~_____ 5) Validation of an existence or production database copy for initial testing and~~
- 36 ~~validation~~
- 37 ~~_____ 6) Validation that all basic operating system (OS) installation pre-requisites have been~~

1 ~~met~~

2 ~~7) Installation of the OS software if required~~

3 ~~8) Basic network configuration~~

4 ~~9) System tuning~~

5 ~~10) If part of implementation, a detailed layout documentation and recommendations~~

6 ~~11) Installation knowledge transfer if applicable~~

7 ~~f. Pre-Requisites~~

8 ~~1) Provide pre-requisite documentation to COUNTY prior to starting implementation~~

9 ~~work~~

10 ~~2) Identify COUNTY tasks at the beginning of the engagement to facilitate scheduling~~

11 ~~and coordination~~

12 ~~3) Verify all required licenses and software necessary are present~~

13 ~~4) Confirm all COUNTY devices are supported~~

14 ~~5) Support OS and Internet browser as needed~~

15 ~~6) Provide adequate available disk space~~

16 ~~7) Provide appropriate network connectivity~~

17 ~~8) Confirm solution pre-requisites including:~~

18 ~~a) Disk space requirements~~

19 ~~b) OS requirements~~

20 ~~c) OS installation media~~

21 ~~d) Storage driver availability~~

22 ~~e) Identifying Cerner Millennium requirements as needed~~

23 ~~f) Identifying Oracle requirements as needed~~

24 ~~g. Project Planning and Leadership~~

25 ~~1) CONTRACTOR will oversee planning, execution, and communication relative to~~
 26 ~~the scoped technology services including:~~

27 ~~a) Communicating with COUNTY about the team of consultants involved with~~
 28 ~~the project~~

29 ~~b) Scheduling and conducting follow up review discussion with COUNTY~~
 30 ~~technical teams~~

31 ~~c) Scheduling and conducting pre-travel review discussion with COUNTY~~

32 ~~d) Finalizing project plans and planning meetings~~

33 ~~e) Ensuring COUNTY has access to all required service packages as needed~~

34 ~~f) Ensuring technology services are delivered consistently and according to~~

35 ~~CONTRACTOR recommendations~~

36 ~~g) Creating and driving deliverables through CONTRACTOR's MethodM~~

37 ~~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.~~

~~3) CONTRACTOR will review solution prerequisites, compatibility, CONTRACTOR solution requirements, and design with COUNTY and supplier.~~

~~i. Knowledge Transfer~~

~~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~~

1 | ~~as needed~~

2 | ~~_____ h) Designating a representative to serve as COUNTY project manager to act as the~~
 3 | ~~focal point for CONTRACTOR relative to this project and will have the authority to act on COUNTY's~~
 4 | ~~behalf in matters regarding this project~~

5 | ~~_____ i) Providing documentation of requested configurations on an as needed basis~~

6 | ~~_____ j) Providing documentation and support phone numbers for all hardware and~~
 7 | ~~software providers~~

8 | ~~_____ k) Conducting COUNTY operational testing~~

9 | ~~_____ l) Providing COUNTY resources for any knowledge transfer made available as~~
 10 | ~~part of this implementation~~

11 | ~~_____ m) Networking including IP addresses, subnet masks, default gateways and domain~~
 12 | ~~name server (DNS) services~~

13 | ~~_____ n) Installing storage, file system, and any additional layered product~~

14 | ~~_____ 2) COUNTY agrees that CONTRACTOR will bypass the verification processes, if~~
 15 | ~~connections cannot be verified due to incompatible architecture, hardware connectivity incompatibilities,~~
 16 | ~~and wrong software levels, etc. (i.e. unsupported or bad cabling, third party unreliable equipment,~~
 17 | ~~unsupported network interface cards).~~

18 | ~~_____ k. Assumptions~~

19 | ~~_____ 1) COUNTY should be familiar with the core technologies used in this solution.~~

20 | ~~_____ 2) CONTRACTOR has remote access to COUNTY database nodes.~~

21 | ~~_____ 3) All prerequisite work related to the delivery of this solution is complete.~~

22 | ~~_____ 4) All work will be delivered remotely outside the planned and agreed upon site visits.~~

23 | ~~_____ 5) CONTRACTOR will have required access to the systems where work is to be~~
 24 | ~~performed.~~

25 | ~~_____ a) This may include privileged accounts and possible physical access as needed.~~

26 | ~~_____ b) Certain tasks are dependent on the availability of COUNTY technical personnel~~
 27 | ~~for verification, participation, testing, and knowledge transfer. CONTRACTOR will identify those~~
 28 | ~~COUNTY tasks to facilitate scheduling and coordination.~~

29 | ~~_____ l. Duration and Work Effort~~

30 | ~~_____ 1) Estimated project duration will vary based on scope dependencies and COUNTY~~
 31 | ~~availability~~

32 | ~~_____ 2) Installation and configuration work will be performed remotely~~

33 | ~~_____ 11. DISASTER RECOVERY (DR) SYSTEM MIGRATION-HPUX to LINUX~~

34 | ~~_____ a. Phase 1: Database Tier Migration~~

35 | ~~_____ 1) The implementation strategy for the migration to the Linux database (DB) platform~~
 36 | ~~for the DR domain will be similar to a new DR domain setup. The process used for the initial setup of~~
 37 | ~~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~~

1 new code to the new DR domain App tier Linux platform (will be synching backend and front end code
2 to support the 2015.01. or later code).

3 ~~_____ (1) The DR Domain DB will maintain synchronization throughout the project
4 phase and capture any updates to the DB during the code upgrade uptime steps.~~

5 ~~_____ (2) Very close communication is needed between COUNTY and
6 CONTRACTOR to synchronize all new code that is loaded into PROD with the new DR domain.~~

7 ~~_____ c) CONTRACTOR will provide (1) test activation of the Linux App tier DR
8 domain prior to COUNTY PROD go live on Linux/new code. Testing will be a full regression test for
9 new code as well as a new DR domain.~~

10 ~~_____ d) Downtime for the DR system is estimated to be no more than forty eight (48)
11 hours.~~

12 ~~_____ 12. LAB IMAGING — CONTENT360 SINGLE DOCUMENT IMAGING SERVICES — The
13 Content360 Single Document Capture solution allows the end user to scan items and move images from
14 the microscope that are stored on a file share directly into a patient's record storing them and making
15 them available to authorized users across the organization. Indexing and quality checks can be
16 performed on the spot, resulting in concurrent, real time access to the patient chart. The Content360
17 Single Document Capture method is commonly used in low volume areas to capture loose sheets or
18 pertinent documents.~~

19 ~~_____ a. Design~~

20 ~~_____ 1) Includes consulting services for:~~

21 ~~_____ a) Forms design~~

22 ~~_____ b) Event hierarchy/document types~~

23 ~~_____ c) Imaging process/workflow~~

24 ~~_____ d) User/group access (for non-integrated)~~

25 ~~_____ b. Install/Build~~

26 ~~_____ 1) Server software installation, configuration, and license branding for one (1) non-
27 production and one (1) production domain.~~

28 ~~_____ 2) CONTRACTOR will work with COUNTY to implement up to ten (10) document
29 types for one (1) lab department.~~

30 ~~_____ 3) COUNTY is entitled to build beyond ten (10) document types.~~

31 ~~_____ 4) COUNTY is responsible for user setup and security.~~

32 ~~_____ 5) Auto sense setup (integrated only)~~

33 ~~_____ c. Data/Image Capture~~

34 ~~_____ 1) Includes services setup, and configuration for up to three (3) Single Document
35 Capture stations at one (1) facility in lab department.~~

36 ~~_____ 2) Includes services to migrate photos from microscopes that are stored on share drive~~

37 ~~_____ 3) CONTRACTOR will train COUNTY on desktop installation and setup for both full~~

1 ~~desktops and Citrix implementations.~~

2 ~~————— d. Testing~~

3 ~~————— 1) Includes two (2) rounds of integrating testing.~~

4 ~~————— 2) CONTRACTOR will lead on the first round and use integration testing to train~~
5 ~~COUNTY super users for the second round.~~

6 ~~————— e. Reporting~~

7 ~~————— 1) Includes the following standard CONTRACTOR imaging reports:~~

8 ~~————— a) Document history~~

9 ~~————— f. Training~~

10 ~~————— 1) Includes services for super user training.~~

11 ~~————— 2) COUNTY is responsible for end user training and documentation creation.~~

12 ~~————— 3) Includes training for adding additional document types.~~

13 ~~————— g. Deliverables~~

14 ~~————— 1) Content360 PathNet Imaging Single Document Capture solution installed and~~
15 ~~configured as outlined in this Scope~~

16 ~~————— 2) Knowledge transfer of installation, configuration, and operational procedures for~~
17 ~~maintenance purposes~~

18 ~~————— 3) Super user training for the as-built system~~

19 ~~————— h. County~~

20 ~~————— 23. Assumptions~~

21 ~~————— 1) Content360 Single Document Capture is licensed and up to date on Maintenance.~~

22 ~~————— 2) PathNet Imaging is licensed and up to date on Maintenance.~~

23 ~~————— i. Estimated Work Effort and Duration~~

24 ~~————— 1) Estimated project effort is one (1) remote meeting kickoff and remote support for~~
25 ~~installation, training, troubleshooting, and conversion support.~~

26 ~~————— 2) Solution and project management duration will be the length of the project,~~
27 ~~estimated to be approximately three (3) months.~~

28 ~~————— 13. OPTIONAL LAB TRAINING OR CONSULTING SERVICES — If COUNTY elects to~~
29 ~~obtain such optional services, COUNTY and CONTRACTOR shall mutually agree in writing, for~~
30 ~~instance in a letter of agreement and/or concurrence, the services to be performed and the applicable~~
31 ~~hourly rate for those services, which rate shall be \$195 hourly or less, up to a \$20,000 maximum and~~
32 ~~COUNTY shall not utilize any CONTRACTOR personnel in physician executive roles in the~~
33 ~~performance of the optional service(s).~~

34 ~~————— 14. CONTINUOUS ADVANCEMENT REFERRAL MANAGEMENT SERVICES~~

35 ~~————— a. Scope Control~~

36 ~~————— 1) There are controls on scope for the total number of a particular item within certain~~
37 ~~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 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 ~~————— (1) Internal Project Kickoff~~
- 2 ~~————— (2) COUNTY Alignment~~
- 3 ~~————— (3) Project Kickoff~~
- 4 ~~————— (4) Stakeholder Kickoff~~
- 5 ~~————— 2) Initial Build and Testing~~
- 6 ~~————— a) Objective:~~
- 7 ~~————— (1) Configure future state design in a non-production environment based on~~
- 8 ~~CONTRACTOR'S Model Experience and site specific utilization analytics that has been tested by~~
- 9 ~~CONTRACTOR'S project team and prepped for demonstration events.~~
- 10 ~~————— b) Key Events:~~
- 11 ~~————— (1) Data Collection~~
- 12 ~~————— (2) Initial Build~~
- 13 ~~————— (3) CONTRACTOR Testing (Unit and Functional)~~
- 14 ~~————— 3) Localization~~
- 15 ~~————— a) Objective:~~
- 16 ~~————— (1) Facilitate a future state demonstration to key clinical stakeholders, IT staff,~~
- 17 ~~etc. to ensure design supports site specific requirements, and gather additional feedback to enable final~~
- 18 ~~design sign-off.~~
- 19 ~~————— b) Key Events:~~
- 20 ~~————— (1) Stakeholder Demonstration~~
- 21 ~~————— (2) Design Localization Period~~
- 22 ~~————— (3) Final Design Sign Off~~
- 23 ~~————— 4) Integration Testing~~
- 24 ~~————— a) Objective:~~
- 25 ~~————— (1) Validate future state configuration with site specific workflows to ensure~~
- 26 ~~optimal design and readiness for conversion.~~
- 27 ~~————— b) Key Events:~~
- 28 ~~————— (1) Integration Testing~~
- 29 ~~————— 5) Conversion Prep~~
- 30 ~~————— a) Objective:~~
- 31 ~~————— (1) Ensure the domain and users are prepared for Conversion and appropriate~~
- 32 ~~communication has been delivered to the organization.~~
- 33 ~~————— b) Key Events:~~
- 34 ~~————— (1) Production Build (Passive/Low Impact)~~
- 35 ~~————— (2) Production Build Validation~~
- 36 ~~————— (3) User Training~~
- 37 ~~————— (4) Conversion Preparation~~

- 1 ~~6) Conversion~~
- 2 ~~a) Objective:~~
- 3 ~~(1) Activate future state design in the Production environment and measure~~
- 4 ~~adoption and effectiveness of the change against the project goals~~
- 5 ~~b) Key Events:~~
- 6 ~~(1) Conversion~~
- 7 ~~7) Project Closure~~
- 8 ~~a) Objective:~~
- 9 ~~(1) Support adoption through analytics measurement and review project~~
- 10 ~~outcomes and benefits achieved.~~
- 11 ~~b) Key Events:~~
- 12 ~~(1) Measurement~~
- 13 ~~(2) Benefits Review~~
- 14 ~~d. CONTRACTOR Roles and Responsibilities~~
- 15 ~~1) Engagement Leader~~
- 16 ~~a) Facilitates all project meetings~~
- 17 ~~b) Creates and manages the project plan, status reporting, and milestones~~
- 18 ~~c) Manages logistics for all onsite events~~
- 19 ~~d) Serves as the escalation resource for all project issues~~
- 20 ~~2) Solution Architect / Delivery Consultant~~
- 21 ~~a) Conducts analysis of current state solution utilization and configuration~~
- 22 ~~b) Provides documentation and guidance to support design and build~~
- 23 ~~c) Ownership of CONTRACTOR build unless otherwise noted~~
- 24 ~~d) Leads and contributes to weekly calls and validation sessions~~
- 25 ~~e) Conducts workflow demonstrations~~
- 26 ~~f) Delivers recommendations to COUNTY analysts on workflow impact~~
- 27 ~~g) Meets with COUNTY leadership to discuss productivity and satisfaction~~
- 28 ~~metrics intended to be impacted by the engagement~~
- 29 ~~3) Data Analyst~~
- 30 ~~a) Gathers and interprets efficiency, workflow adoption and compliance metrics~~
- 31 ~~throughout the project~~
- 32 ~~b) Presents benefit metrics to COUNTY leadership after conversion event~~
- 33 ~~e. COUNTY Roles and Responsibilities~~
- 34 ~~1) Project Manager~~
- 35 ~~a) Works with CONTRACTOR Engagement Leader to coordinate events~~
- 36 ~~b) Aligns COUNTY resources to agreed upon event dates~~
- 37 ~~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 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~~

~~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 (REFERRAL 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~~

- 1 ~~e. Kick Off Tasks/Activities~~
- 2 ~~1) COUNTY and CONTRACTOR shall conduct a meeting to discuss and agree on the~~
- 3 ~~following:~~
- 4 ~~a) Review coaching scope~~
- 5 ~~b) COUNTY resourcees~~
- 6 ~~c) Review coaching schedule (for project duration)~~
- 7 ~~d) Provider communication plan~~
- 8 ~~e) Pre-Conversion agenda~~
- 9 ~~2) Items addressed in meeting hosted by Advancement Delivery.~~
- 10 ~~f. Pre-Engagement Work CONTRACTOR Responsibilities~~
- 11 ~~1) Job Aide Localization~~
- 12 ~~a) CONTRACTOR standard learning content shall be modified based on the~~
- 13 ~~COUNTY's code level~~
- 14 ~~b) CONTRACTOR has included four (4) hours to localize the Job Aide to~~
- 15 ~~COUNTY build and processes~~
- 16 ~~g. Pre-Engagement Work COUNTY Responsibilities~~
- 17 ~~1) COUNTY to create new test patients and provide FIN numbers to coaching team~~
- 18 ~~for population (15)~~
- 19 ~~2) Test patient population for pre-conversion sessions~~
- 20 ~~a) Data population includes:~~
- 21 ~~(1) Allergies, Height/weight, medication history, historical documentation~~
- 22 ~~b) Test patient data is populated in build environment~~
- 23 ~~c) Test patient population will be completed for fifteen (15) patients~~
- 24 ~~d) Provide domain access to coaching resources~~
- 25 ~~h. Pre-Conversion Coaching~~
- 26 ~~1) Provide one (1) coach for one (1) week, thirty-six (36) hours per week for pre-~~
- 27 ~~conversion coaching prior to upgrade.~~
- 28 ~~2) During pre-conversion, coaches:~~
- 29 ~~a) Conduct provider training or learning lab to review new functionality~~
- 30 ~~b) Answering questions~~
- 31 ~~c) Conducting one-on-one meetings with key providers as available~~
- 32 ~~d) Educating and training on any upgrades, key innovations, playbooks, etc.~~
- 33 ~~e) Assist providers in setting up favorite folders, pre-completed notes, and macros~~
- 34 ~~if production domain is available~~
- 35 ~~3) If sessions are class room style (versus one on one), no more than fifteen (15)~~
- 36 ~~providers per session.~~
- 37 ~~i. Pre-Conversion COUNTY Responsibilities~~

- 1 ~~1) COUNTY to schedule training sessions and manage provider sign up.~~
- 2 ~~2) CONTRACTOR's recommendation is to have specialty specific courses~~
- 3 ~~3) Schedule and provide room for training~~
- 4 ~~a) Computer, projector for instructor~~
- 5 ~~b) Computers for providers~~
- 6 ~~4) Approve agendas for Pre-Conversion (before sessions begin)~~
- 7 ~~5) Meet with the Coaching PM before engagement starts or week one (1) of Pre-~~
- 8 ~~Conversion~~
- 9 ~~6) COUNTY to provide CONTRACTOR coach with an updated sign up list daily~~
- 10 ~~during Pre-Conversion.~~
- 11 ~~7) Provide access to all units via badge~~
- 12 ~~8) Provide parking information~~
- 13 ~~9) Provide a list of practicing providers, separated by specialty, with contact~~
- 14 ~~information~~
- 15 ~~10) Provide a contact from training team to answer specific workflow and design~~
- 16 ~~questions~~
- 17 ~~j. Conversion Coaching~~
- 18 ~~1) Provide one (1) coach for one (1) week of support, forty (40) hours per week~~
- 19 ~~2) Coaches:~~
- 20 ~~a) Coaches help providers learn and utilize new functionality~~
- 21 ~~b) Rounding support and by appointment~~
- 22 ~~c) Serve as a liaison between project team and end users~~
- 23 ~~k. Conversion Coaching COUNTY Responsibilities~~
- 24 ~~1) Provide schedule and locations for coaching resources~~
- 25 ~~2) Provide access to all units via badge~~
- 26 ~~3) Provide parking information~~
- 27 ~~4) Provide a list of practicing providers, separated by specialty, with contact~~
- 28 ~~information~~
- 29 ~~5) Provide a contact from training team to answer specific workflow and design~~
- 30 ~~questions~~
- 31 ~~6) Schedule appointments with providers and coaches~~
- 32 ~~l. Post-Conversion Coaching~~
- 33 ~~1) Post-Conversion coaches~~
- 34 ~~a) Coaches help providers learn and utilize new functionality~~
- 35 ~~b) Leverage data from CONTRACTOR Advance and other reporting tools to~~
- 36 ~~target coaching to specific providers~~
- 37 ~~(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~~

~~_____ 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~~

~~_____ 14) The professional services fees do not include travel, lodging, per diem, or other out-~~

1 ~~of pocket expenses incurred by CONTRACTOR personnel. Such expenses will be billed to COUNTY~~
 2 ~~based upon actual expenses incurred~~

3 ~~16. SMART/FHIR IMPLEMENTATION SERVICES~~

4 ~~a. Project Duration~~

5 ~~1) The following project start date is an estimate and subject to adjustment based upon~~
 6 ~~the Effective Date of this Ordering Document. CONTRACTOR requires a minimum of ninety (90)~~
 7 ~~calendar days following the Effective Date to accommodate pre-project activities such as planning,~~
 8 ~~staffing, and technology activities. The overall duration of this project (from the “project kick-off” event~~
 9 ~~to the “go-live” event), based on the scope of services detailed in this Ordering Document, is expected to~~
 10 ~~be four (4) month(s).~~

11 ~~2) Estimated project start date: 09/01/2018~~

12 ~~b. Scope Control~~

13 ~~1) There are controls on scope for the total number of a particular item within certain~~
 14 ~~solution sections. Controls are present for the following reasons:~~

15 ~~a) In order to achieve the project timeline with estimated COUNTY project~~
 16 ~~resources~~

17 ~~b) Recommended use of the system and ease of maintenance long term~~

18 ~~c) Maintain standard consulting fees~~

19 ~~2) Please note that controls on items are not functional limits of the *Cerner Millennium*~~
 20 ~~System~~

21 ~~3) All requested modifications to this Scope must be evaluated for potential impact to~~
 22 ~~the project plan and may result in a longer project timeline, additional CONTRACTOR/COUNTY~~
 23 ~~resources, and/or additional fees. CONTRACTOR has a scope management process that will be utilized~~
 24 ~~throughout the implementation to help keep the project on track.~~

25 ~~17. DISCERN SMART/FHIR APPLICATION DEVELOPMENT TRAINING~~

26 ~~a. Overview~~

27 ~~1) SMART/FHIR Training is a three (3) day technical workshop. The workshop can~~
 28 ~~be held on a Client site or at Cerner’s World Headquarters. A knowledgeable Cerner training resource~~
 29 ~~will engage and train Client technical resource(s) on leveraging the SMART and FHIR resources to~~
 30 ~~develop SMART on FHIR applications~~

31 ~~b. Target Audience and Prerequisites~~

32 ~~1) The intention of this technical training engagement is for individuals in COUNTY~~
 33 ~~organization who will be developing and/or supporting SMART on FHIR applications.~~

34 ~~2) The technical training workshop is limited to five (5) or less participants. If more~~
 35 ~~than five (5) are required by COUNTY, additional professional services and fees will apply.~~

36 ~~3) Technical attendees should have experience using HTML, JavaScript and CSS as~~
 37 ~~prerequisites for attending this workshop. These views can be localized by specialty or set at a system~~

1 ~~level~~

2 ~~_____ c. Agenda~~

3 ~~_____ 1) The agenda can vary depending on the level of expertise in the audience group.~~
 4 ~~Initially, training will encompass the following:~~

5 ~~_____ a) Overview of resources CONTRACTOR's Millennium implementation of FHIR~~
 6 ~~supports~~

7 ~~_____ b) Core concepts and best practices to make effective use of FHIR Services~~

8 ~~_____ c) Hands on exercises to call FHIR services, review items in the response, cover~~
 9 ~~Conformance and other FHIR resources~~

10 ~~_____ d) Overview of SMART on FHIR — open source standard for building vendor~~
 11 ~~agnostic, interoperable applications~~

12 ~~_____ e) Technical walk through of how SMART apps are launched, receive context,~~
 13 ~~and access FHIR data for their needs~~

14 ~~_____ f) Hands on build session for attendees to build their own SMART on FHIR~~
 15 ~~application from the ground up and integrate it into CONTRACTOR PowerChart~~

16 ~~_____ g) Review of CONTRACTOR's functional capabilities in supporting a variety of~~
 17 ~~security workflows~~

18 ~~_____ h) Review working examples of code operating in a browser for orchestrating the~~
 19 ~~user authorization workflow~~

20 ~~_____ d. Requirements~~

21 ~~_____ 1) Basic requirements to be completed/installed prior to commencement of training~~
 22 ~~include:~~

23 ~~_____ a) Functioning training/non-prod domain with valid user accounts for trainer to~~
 24 ~~use as well as class participants~~

25 ~~_____ b) Internet access during training event~~

26 ~~_____ e. Materials~~

27 ~~_____ 1) Training documents and content will be supplied during training event~~

28 ~~_____ 2) CONTRACTOR will provide a knowledgeable training resource to deliver the~~
 29 ~~material and complete the agenda found in this Agreement~~

30 ~~_____ 18. SMART/FHIR COACHING SERVICES~~

31 ~~_____ a. Overview~~

32 ~~_____ 1) SMART/FHIR coaching services allocate a CONTRACTOR Technical Consulting~~
 33 ~~Engineer to COUNTY for a project engagement. The CONTRACTOR Engineer would be available to~~
 34 ~~perform a variety of technical functions as needed by the COUNTY. Technical functions could include~~
 35 ~~but are not limited to knowledge transfer, coaching, answering questions, mentoring, troubleshooting~~
 36 ~~and/or providing leadership to COUNTY's development initiatives as it relates to SMART and FHIR~~

37 ~~_____ 2) The CONTRACTOR engineer will be available virtually during the project~~

1 ~~engagement for up to twenty (20) hours per week for a maximum of fifty (50) hours total. If on-site~~
 2 ~~assistance as part of the project is requested by the COUNTY, CONTRACTOR and COUNTY would~~
 3 ~~need to mutually agree on the dates and duration of the onsite time and its necessity. If applicable, while~~
 4 ~~fulfilling any on-site assistance, the CONTRACTOR engineer will be available to the COUNTY full-~~
 5 ~~time. Travel costs will be paid by COUNTY.~~

6 ~~_____ b. Requirements~~

7 ~~_____ 1) Basic requirements to be completed/installed prior to commencement of~~
 8 ~~engagement include:~~

9 ~~_____ a) Functioning non-Production and Production domains as applicable with valid~~
 10 ~~user accounts for CONTRACTOR resource~~

11 ~~_____ c. Agenda~~

12 ~~_____ 1) Engagement is centered around SMART/FHIR assistance and coaching~~

13 ~~_____ 2) CONTRACTOR resource will collaborate with COUNTY IT resources to build,~~
 14 ~~troubleshoot and/or support SMART/FHIR applications in COUNTY's non-production and production~~
 15 ~~domains as needed~~

16 ~~_____ 3) COUNTY IT resources will be available for support and consultation regarding~~
 17 ~~COUNTY systems~~

18 ~~_____ 19. ELECTRONIC PRESCRIBING FOR CONTROLLED SUBSTANCES (EPCS)~~

19 ~~_____ a. CONTRACTOR Tasks/Activities~~

20 ~~_____ 1) Perform build and foreign system interface changes, if required, to maintain and~~
 21 ~~enhance e-prescribe functionality for Electronic Prescribing for Controlled Substances (EPCS)~~

22 ~~_____ 2) Perform optimization of the discharge order action of up to 10 Order Entry Formats,~~
 23 ~~if required~~

24 ~~_____ 3) Provide Regulatory Consultant who will perform the following tasks, if needed:~~

25 ~~_____ a) Provide guidance and best practices for identify proofing/credentialing~~

26 ~~_____ b) Provide expertise and research around state-based pharmacy laws, boards and~~
 27 ~~rules~~

28 ~~_____ c) Provide guidance around nomination and approval of access controls (dual~~
 29 ~~factor authentication)~~

30 ~~_____ d) Provide guidance regarding requirement for ongoing security analysis~~

31 ~~_____ 4) Build and test EPCS functionality in one (1) non-production domain and one (1)~~
 32 ~~production domain~~

33 ~~_____ 5) Create e-prescribe relationships in Bedrock and assign the EPCS service level for~~
 34 ~~up to one hundred (100) providers (as a pilot)~~

35 ~~_____ b. COUNTY Tasks/Activities~~

36 ~~_____ 1) Obtain a digital certificate generated from a certificate authority (or COUNTY~~
 37 ~~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~~

- 1 ~~20. Cerner Workflow Authentication Setup~~
- 2 ~~a. CONTRACTOR Tasks/Activities~~
- 3 ~~1) Identify COUNTY organizational, clinical, and technical basis including:~~
- 4 ~~a) Current solutions in the current production domain~~
- 5 ~~b) Solutions and sites scheduled to go live through the documented *Cerner*~~
- 6 ~~*Millennium* solution roll-out schedule~~
- 7 ~~c) Authentication requirements specific to COUNTY's business model~~
- 8 ~~d) Current computing infrastructure~~
- 9 ~~e) Technical initiatives~~
- 10 ~~2) Identify advanced authentication methods to be used~~
- 11 ~~3) Identify existing software distribution technologies~~
- 12 ~~4) Provide a high level analysis and recommendation regarding the integration of~~
- 13 ~~physical and system access (if applicable)~~
- 14 ~~5) Produce the project plan consisting of recommended configurations, integrations,~~
- 15 ~~and technologies as identified~~
- 16 ~~6) Identify COUNTY defined end-states as defined by COUNTY's requirements and~~
- 17 ~~produce gap analysis and high level recommendations~~
- 18 ~~7) Manage the project~~
- 19 ~~b. Deliverables~~
- 20 ~~1) Install and configure advanced authentication devices and workflow authentication~~
- 21 ~~policies~~
- 22 ~~2) Validate and test the advanced authentication solution with production pilot group~~
- 23 ~~3) Provide the following training:~~
- 24 ~~a) Administrator training: conduct a one (1) day on-site session focusing on~~
- 25 ~~training COUNTY assigned authentication administrator on the architecture overview, authentication~~
- 26 ~~policies, software deployment options, and reporting~~
- 27 ~~b) Help-desk training: conduct training sessions on resolving common technical~~
- 28 ~~problems and identifying advanced authentication resources for technical assistance~~
- 29 ~~c) End-user training: coordinate with COUNTY in setting up and scheduling end-~~
- 30 ~~user education sessions that cover the following:~~
- 31 ~~(1) End-user enrollment for advanced authentication management~~
- 32 ~~(2) Changes to expect in current workflows~~
- 33 ~~(3) Support path during and after deployment~~
- 34 ~~c. Project Assumptions~~
- 35 ~~1) COUNTY will provide a minimum of one (1) workstation per operating system~~
- 36 ~~configured with all identified applications and accounts for workflow authentication~~
- 37 ~~2) COUNTY is familiar with the core technologies used in *Cerner Workflow*~~

1 Authentication

2 ~~3) All work will be performed at COUNTY's location unless otherwise noted or~~
 3 ~~agreed upon~~

4 ~~21. NUANCE DRAGON TECHNICAL UPGRADE CLOUD MIGRATION SERVICES-~~
 5 ~~_____ Nuance Dragon Medical 360 Network Edition One~~ is a speech-recognition solution that
 6 allows users to enter notes and text into other software applications, using their voice instead of a
 7 keyboard. Nuance Dragon can be used with any application, including *Microsoft Outlook, Microsoft*
 8 *Word, Notepad, and Cerner Millennium*, even when the application is delivered via *Citrix*.

9 a. Overview

10 1) ~~CONTRACTOR~~ Contractor will provide technical consultation and implementation
 11 services to ~~upgrade an migrate~~ existing ~~Nuance Dragon Medical 360 Network Edition environment on-~~
 12 ~~premise Nuance Management Console (NMC) to the Nuance Cloud NMC~~

13 b. ~~CONTRACTOR~~ Contractor Responsibilities

14 1) Schedule and conduct pre-install review discussion with COUNTY County

15 2) Provide pre-install checklist document to COUNTY County

16 ~~3) Conduct a discovery call to:~~

17 ~~3) Conduct a discovery call to:~~

18 a) Determine facilities, departments, or units ~~in which Nuance Dragon Medical~~
 19 ~~360 Network Edition~~ that will be ~~upgraded~~ migrated

20 ~~b) Define roles and responsibilities~~

21 ~~b) Define roles and responsibilities~~

22 c) Determine timelines for ~~upgrade~~ implementation and projected go-live date

23 d) Confirm remote access requirements for ~~Nuance Dragon Medical 360 Network~~
 24 ~~Edition~~ upgrade the installation

25 e) ~~Define impact to users while the upgrade is in progress~~

26 ~~f) Verify~~ Review existing server and County workstation hardware ~~meets~~ to meet
 27 the minimum requirements ~~for~~ of the ~~new~~ application

28 ~~g)~~

29 ~~_____~~ f) Assist in making hardware available on Intellinet for remote support from
 30 ~~CONTRACTOR~~ Contractor if necessary

31 ~~_____ (1) Intellinet/SecureLink access is required for remote installation~~

32 ~~_____ h) _____ g) _____~~ Confirm pre-install requirements have been
 33 completed

34 4) ~~Define new master profile repository~~

35 ~~5) Create organization token~~

36 ~~_____ 6) Upgrade and configure~~ existing Nuance Dragon Medical ~~360 Network Edition~~ One
 37 software to latest version

- 1 ~~7) Assist with rollout plan for upgrading vSync on Citrix servers, if applicable~~
2 ~~8) Initiate profile upgrades, if applicable~~
3 ~~9) Review profile upgrade logs and provide an action plan for those profiles that may~~
4 ~~have failed, if applicable~~
5 ~~10) Upgrade [REDACTED] 5) Install and configure up to five (5) County~~
6 ~~workstations with Nuance Dragon Medical 360 Network Edition software One~~
7 ~~a) Assist with rollout plan for upgrading Nuance Dragon Medical 360 Network~~
8 ~~Edition software on remaining workstations~~
9 ~~11 [REDACTED] 6) Conduct post-migration validation confirming:~~
10 ~~a) Sites and group structure created; users assigned to groups~~
11 ~~b) Roles function as expected (administrator, account administrator, etc.)~~
12 ~~c) User profiles created and profile paths validated~~
13 ~~d) User licenses assigned~~
14 ~~7) Conduct technical training~~
15 ~~a) Conduct Nuance Dragon help desk training off or on-site for up to six (6)~~
16 ~~COUNTY County attendees~~
17 ~~b) Conduct Nuance Dragon administrator training for up to five (5) COUNTY~~
18 ~~County attendees~~
19 ~~c) Provide a technical review of the Nuance Dragon solution, troubleshooting tips~~
20 ~~and tricks, escalation paths and responsibilities, and frequently asked questions~~
21 ~~c. Deliverables~~
22 ~~1) Upgrade of Nuance Dragon Medical 360 Network Edition Cloud NMC upgrade and~~
23 ~~migration~~
24 ~~2) Site-specific Nuance Dragon technical architecture document provided~~
25 ~~3) System NMC migration system validation of performed~~
26 ~~4) Administrator training~~
27 ~~5) Help desk training~~
28 ~~d. Assumptions~~
29 ~~1) Certain tasks are dependent on the upgraded Nuance Dragon Medical 360 Network~~
30 ~~Edition environment~~
31 ~~4) Administrator training~~
32 ~~5) Help desk training~~
33 ~~d. Assumptions~~
34 ~~1) Certain tasks are dependent on the availability of COUNTY availability of County~~
35 ~~technical personnel for verification, and testing. CONTRACTOR Contractor will identify those~~
36 ~~COUNTY County tasks at the beginning of the project to facilitate scheduling and coordination~~
37 //

1 2) ~~COUNTY~~County will be responsible for installing necessary software on Citrix
2 servers unless remotely hosted

3 a) ~~CONTRACTOR~~Contractor will provide installation services for remotely
4 hosted clients

5 3) ~~COUNTY~~County workstations meet minimum requirements

6 4) This Scope is limited to the ~~upgrade of Nuance Dragon Medical 360 Network~~
7 ~~Edition's~~ migration of the existing on-premise NMC and technical components for systems capable of
8 supporting up to ~~five hundred (500)~~ users and ~~one (1)~~ Active Directory. For larger systems, additional
9 services are required.

10 ~~This engagement includes only~~ 24. POWERINSIGHT EXPLORER
11 INSTALL/UPGRADE

12 a. Description

13 1) PowerInsight Explorer uses the technology of SAP BusinessObjects to deliver
14 meaningful data to stakeholders in an organization. With PowerInsight Explorer, organizations have the
15 ability to perform the following actions:

16 a) Create SQL database queries by using drag-and-drop functionality to move
17 predefined objects in SAP BusinessObjects.

18 b) Use the library of existing report templates to deliver immediate data to users
19 across a healthcare organization.

20 c) Push reports to a Web site for viewing by an entire clinical community.

21 d) Schedule reports and queries to execute off hours or at set intervals.

22 e) Create advanced graphics and charting capabilities that users can convert to a
23 number of different file formats, including Microsoft Excel and an Acrobat Reader document (.PDF
24 file).

25 b. Project Planning and Leadership

26 1) Contractor will oversee planning, execution, and communication relative to
27 PowerInsight Explorer implementation services including:

28 a) Communicating with County about the team of consultants involved with the
29 project

30 b) Scheduling and conducting follow up review discussion with County technical
31 teams

32 c) Ensuring technology services are delivered consistently and according
33 to recommendations

34 c. Pre-Requisites

35 ~~items-~~ 1) An available Windows 2016 R2 server built to Cerner's Business Objects
36 server software specifications

37 //

1) 2) An available Citrix server built to Cerner's Business Objects client software specifications

2) 3) An available Websphere Application Server (WAS) 8.5 cell to deploy Business Objects web applications

d. County Responsibilities

1) Providing access to WebSphere Integrated Solutions Console

2) Providing a local admin account to the Business Objects server

3) Providing access to domain database for creating Business Objects tablespaces and users

4) Providing access to Active Directory to create Service Principal Name (SPN) required for Windows Active Directory Integration

e. Contractor Responsibilities

1) Verifying of server hardware

2) Assisting in making the hardware available on Intellinet for remote support from Contractor

3) Installing Business Objects

4) Installing Business Objects client tools on the Citrix server

5) Installing Oracle client on Business Objects server

6) Deploying the Business Objects web applications

7) Migrating Business Objects CMS and File Repository

8) Install the Millennium PowerInsight Explorer package

9) Assisting with infrastructure functionality testing

f. Deliverables

1) PowerInsight Explorer solution installed and configured as set forth in this Scope.

A

2) Knowledge transfer for application installation, configuration, and operational procedures

3) Documentation for installation, configuration, and operational procedures

g. Assumptions

1) This Scope consists of deployment of the Business Objects application and Millennium PowerInsight package. Installation and configuration of PowerInsight reports are handled with a separate scope.

2) Virtual or physical servers will be available and the account given for the installation will be an administrator on servers as part of project kick off.

3) All work will be performed remotely unless otherwise noted or agreed upon. On site work may extend project duration and cost.

4) Business Objects installation media will be available as part of kick off.

1 h. Duration

2 1) 1 week per BusinessObject Server

3 25. PROFESSIONAL SERVICES

4 a. Description

5 Hours have been purchased by COUNTY at a rate per hour listed below for the ongoing
6 development and / or maintenance of the system, services for upgrades or ~~new Amendment or~~
7 ~~letter~~ software systems not yet implemented, implementation of any system upgrades for any software
8 already installed during the term of the Agreement or any subsequent agreement ~~must be executed by~~
9 ~~between the parties if COUNTY requests additional tasks beyond those set forth herein.~~ project
10 planning, support work and on-site instructor time for training.

11 1) Fee For Services Hours:

12 a) 1750 System Engineer consulting hours at \$150 per hour

13 b) 625 Interface Architect hours at \$140 per hour

14 c) 1000 Technical Engagement Leader hours at \$195 per hour

15 2) Hours Pool

16 a) Contractor will deliver in conjunction with County, a design, build, test and
17 rollout of custom of custom mpages, custom rules and NCPDP Script Uplift. The custom development
18 will be done in alignment with the specifications provided by the County. Project estimation 16 weeks

19 (1) ePrescribe Consultant- 150 hours

20 (2) Ambulatory Consultant 160 hours

21 (3) Custom Rule Engineer 240 hours

22 (4) Custom mPage Engineer 120 hours

23 (5) Interface Architect 50 hours

24 b) County will retain an hours pool to be used for project management and
25 consulting needs

26 (1) 310 hours at \$140 per hour

27 (2) 2420 hour at \$150 per hour

28 26. CLINICAL REPORTING XR MIGRATION CONSULTING SERVICES

29 a. Services Overview

30 Clinical Reporting XR is Contractor's solution for initiating and processing clinical
31 reports. A clinical report (or chart) is a document containing patient demographic and clinical result
32 information. Clinical Reporting XR collects information from *the IRIS system* to print on reports
33 generated by manual workflows and/or automated processes through an Enterprise Appliance
34 WebSphere Application Server (EAWAS).

35 b. Duration

36 1) 4 months from kickoff to go-live

37 c. Events supported

- 1) Pre-kickoff (remote)
 - 2) Kickoff (remote)
 - 3) Maintenance Training/Testing (remote)
 - 4) Go-Live (remote)
 - d. Services
 - 1) Analysis of current state Win32 platform
 - 2) Design of future state XR platform (with recommendations for system improvement)
 - 3) Build into one non-production environment defined by client, including
 - a) All templates will be built to replace Win32 chart formats
 - b) All distributions and expedites built by Contractor
 - c) Purge jobs, privileges, and preferences as they relate to Clinical Reporting XR
 - 4) Manually rebuild entire solution into production environment, including the same items listed above
 - 5) Weekly 1-hour phone call for project touch base
 - 6) Remote support for all events
 - e. Equipment and licensing requirements
 - 1) Enterprise Appliance WebSphere Application Servers (EAWAS)
 - a) 2 dedicated for production
 - b) 1 dedicated for non-production
 - 2) The XR archive will utilize CMM or a network file location
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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 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
- 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	FTE	2,775	135	\$2,889.82	\$37.33
		Person Index					
	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
CareNet	PS-22720	Ent. Care Doc	FTE	2,775	135	\$3,051.80	\$39.42

Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
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	FTE	2,775	135	\$11,385.12	\$147.06
Chart		Data Repository					
	PS-22090	Cerner	FTE	2,775	135	\$1,357.00	\$17.53
		Knowledge Index					
	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
Chart	PV-20235	Ambulatory	FTE	2,775	135	\$10,000.00	\$129.17

Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
Office		Business Office					
	PV-20240	Ambulatory	FTE	2,775	135	\$35,500.00	\$458.54
		Support Office					
	PV-26105	Discern Expert	FTE	2,775	135	\$8,230.00	\$106.30
	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
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

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Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
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-P2SENT-3	P2Sentinel Enterprise Cores	Core	12	2	\$10,417	\$156
Power Insight	PI-20611	Power Insight Explorer	Prod Domain	1	1	\$193,193	\$2,505
Mpages							
High Availability Solutions	PS-22700	Mpages Development Toolkit	Outpatient Visits	188,000	18,800	\$14,880	\$248
Cerner Workflow Authentication	CTP-HASCR	HA Scripts for Cerner Millennium	CPU's	33	4	\$6,000	\$200
Power Insight	PI-20611	Power Insight Explorer	Prod Domain	1	1	\$193,193	\$2,505
High Availability Solutions	CTP-HASCR	HA Scripts for Cerner Millennium Host (per CPU)	CPU	33			
Mpages	PS-22700	Mpages Development Toolkit	Outpatient Visits	188,000	18,800	\$14,880	\$248

Family Solution	Part #	Product	Metric	Limit	Scope Expansion	Additional License Fees	Additional Monthly Support
<u>Cerner Workflow Authentication</u>	<u>CTP-HASCR</u>	<u>HA Scripts for Cerner Millennium</u>	<u>CPU's</u>	<u>33</u>	<u>4</u>	<u>\$6,000</u>	<u>\$200</u>
<u>Nuance Dragon</u>	<u>DMONE-UPG-TERM</u>	<u>DM One-Term, User License, Upgrade from DMNE</u>	<u>Users</u>	<u>40</u>	<u>1</u>		<u>\$2,375</u>
<u>P2Sentinel</u>	<u>P2S-SEC-SRV-PKG</u>	<u>P2Sentinel-Security as a Service SD100347 03</u>	<u>Gigabyte Per Day</u>	<u>2</u>			
			<u>Years</u>	<u>3</u>			
			<u>Report Executions Per Month</u>	<u>200</u>			
			<u>Custom Reports Per Year</u>	<u>5</u>			
			<u>Named User Accounts</u>	<u>5</u>			

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

1 and the additional monthly support fees indicated above or as agreed upon by both parties.

2 G. COUNTY's Scope of Use Limits shall be measured annually by COUNTY by the end of the
3 third quarter of each contract period, and such measurement shall be reported to CONTRACTOR.

4 1. COUNTY's Scope of Use limits for FTEs shall be based on COUNTY's peak FTE count
5 during the then current term. In the event COUNTY exceeds its Scope of Use limit(s), COUNTY shall
6 also report the dates on which COUNTY first exceeded the applicable Scope of Use limit(s).

7 2. CONTRACTOR may conduct (at its cost), and COUNTY will provide all reasonable
8 information and access necessary for, any audit or investigation into COUNTY's Scope of Use upon
9 thirty (30) days prior written notice to COUNTY, provided that any such request for audit shall not be
10 made any more frequently than once every twelve (12) months unless any audit reveals noncompliance
11 by COUNTY in which case CONTRACTOR may audit COUNTY more frequently, at
12 CONTRACTOR's reasonable discretion, until COUNTY is no longer noncompliant.

13 H. COUNTY agrees that if an event occurs that will affect COUNTY's Scope of Use, COUNTY
14 will notify CONTRACTOR of such an event so that COUNTY's Scope of Use can be reviewed.
15 CONTRACTOR understands that COUNTY's FTE count may increase as a result of COUNTY's
16 receipt of certain grant funding. CONTRACTOR agrees not to include personnel hired by COUNTY in
17 the FTE count, provided that such personnel (a) are being paid for by COUNTY solely from the
18 applicable grant funds, (b) are performing work solely as it relates to the applicable grant, and (c) are
19 Limited Term Employees or consultants.

20 I. Provided that COUNTY stays within its Scope of Use limits, any additional fees due under this
21 Paragraph shall be mutually agreed upon by the Parties and said amount shall be added to the base line
22 amount for Licensed Software Support in the subsequent fiscal year agreement as stated in
23 Subparagraph VIII.D.2. of Exhibit A to the Agreement.

24 J. Single Software and Hardware Environment: - COUNTY may expand its Scope of Use (for
25 Licensed Software identified in this Exhibit B) by paying the applicable additional license and support
26 fees set forth in Paragraph C above, so long as any third party facility, new facility or new volumes are
27 processed and operated out of COUNTY's single software application environment and single data
28 center environment identified as the Designated Facility above. COUNTY may avail itself of the
29 distributed client server capabilities built into the HNA Millennium architecture and distribute the
30 servers from a single data center to multiple data center(s) assuming COUNTY notifies
31 CONTRACTOR of its intentions and supporting reasons in advance and protects CONTRACTOR's
32 proprietary rights in the same manner as provided in the Agreement. However, if the third party facility,
33 new facility or volumes are not processed from the same physical application or hardware environment,
34 it will be considered a new installation and a new client to CONTRACTOR. The fees associated for
35 such new client will be based on CONTRACTOR's then-current pricing methodology. New
36 functionality, product installation and project management fees will be purchased under a new
37 agreement.

1 K. COUNTY agrees to provide a minimum of one, and not more than two, points of contact per
 2 product and a minimum of one, and not more than two, points of contact in COUNTY's data centers for
 3 Support requests to CONTRACTOR, which contact persons may be changed upon notice to
 4 CONTRACTOR. In the event the contact person is unavailable during an emergency, CONTRACTOR
 5 will honor Support requests from another authorized representative of COUNTY.

6 L. Disaster Recovery Scope of Use Expansion

7 1. In the event COUNTY needs to expand the capacity Scope of Use of the Disaster Recovery
 8 system, the Agreement will be amended to reflect the new Scope of Use and any associated costs.

9 2. Growth in System Requirements

10 a. COUNTY may expand its Capacity Scope of Use Limit (for Disaster Recovery
 11 Services in this Agreement) by paying the applicable additional Disaster Recovery Service fees as set
 12 forth below:

Metric Description	Extending Scope of Use Limit by	One- Time DR Services Fees	Additional Monthly DR Services Fees
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

31 b. In addition, if Scope Expansion pricing is applicable, the Disaster Declaration Fee and
 32 Weekly Hot Site production fees will be increased by the same proportion (%) increase as the percent
 33 (%) increase in the Hot Site Standby Monthly Fee.

34 3. Solutions: The solutions CONTRACTOR plans to recover in the event of a disaster are
 35 noted in the section entitled "In-Scope Solutions" below. CONTRACTOR's ability to recover these
 36 solutions is based upon the information and metrics provided in sizing the Disaster Recovery system.
 37 Should changes occur to the production system without also notifying CONTRACTOR as noted above

1 for Scope of Use Expansion, CONTRACTOR's ability to recover the COUNTY's production system
2 will be limited.

3 a. Included Solutions:

- 4 1) Access Management
- 5 2) CapStone (Access Management)
- 6 3) CareNet (Clinical Documentation)
- 7 4) CONTRACTOR Ambulatory
- 8 5) Open Engine
- 9 6) Open Port Interfaces
- 10 7) PathNet
- 11 8) Patient Accounting
- 12 9) PowerChart
- 13 10) Charting XR
- 14 11) HIM
- 15 12) MPages

16 b. Excluded Solutions:

- 17 1) Database Migrations
- 18 2) High Availability Solutions
- 19 3) Knowledge Solutions
- 20 4) Learning Services
- 21 5) Olympus Alerting
- 22 6) Recovery Manager
- 23 7) WTS Location Toolkit
- 24 8) CAMM
- 25 9) P2 – P2 SaaS is included separately
- 26 10) CPDI
- 27 11) Dragon
- 28 12) ePrescribe
- 29 13) Enterprise Appliance servers
- 30 14) PI Explorer
- 31 15) Health Sentry
- 32 16) Patient Portal
- 33 17) CONTRACTOR Hub”

34 M. Scope of Use Expansion Services as described in this Exhibit B are deemed as optional services
35 by COUNTY. If COUNTY elects to obtain such optional services, COUNTY and CONTRACTOR
36 shall mutually agree in writing via an amendment or a letter of agreement and/or concurrence to this
37 Agreement, the services to be provided and the applicable cost for those services, up to the applicable

1 aggregate dollar amount(s) shown in the applicable table above.

2 N. Application Management Services Scope of Use Limits

3 1. The Application Management Services (“AMS”) fees set forth in the “Solutions and
4 Services” section of this Ordering Document are based on the following scope of use limits:

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. <i>Note:</i> These backlog configuration changes will not be subject to Service Level Agreements (SLAs).

1 2 3	Content Updates (i.e., Multum, ICD-10, CPT-4)	As required
4	New Custom Reports	Fifteen (15) new CCL reports or rules per year
5	New Discern Rules	Thirty (30) new <i>Discern</i> rules per year
6 7 8 9 10	<p>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.</p>	
11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	<p>Scope of Use Limit Exclusions</p>	<p>XII.1) Items not included in this Service:</p> <p>XIII.a. Technical infrastructure required to run the Managed Software</p> <p>XIV.b. Third-party software</p> <p>XV.c. Professional services for the design and/or build of additional Licensed Software not included in the Agreement</p> <p>XVI.d. Professional services for the implementation or a comprehensive redesign of the Managed Software</p> <p>XVII.e. Modifications to source code or addition of custom tables</p> <p>XVIII.f. Development of and/or delivery of end-user training for any Managed Software</p> <p>XIX.g. Development of interfaces</p> <p>XX.h. Development of <i>Discern</i> Advisors, <i>MPages</i>, and National Hospital Inpatient Quality Measures (NHIQM)</p> <p>XXI.i. Application Monitoring Services (as set forth in "Application Monitoring") do not apply to non-production domains</p> <p>XXII.j. Facility or clinic professional services roll-outs</p> <p>XXIII.k. Clinical and support departmental workflow tasks that include or impact patient activity data (i.e., patient combines, placing orders, and documenting results)</p> <p>XXIV.l. Upgrade projects for the implementation of a new Release Upgrade or Service Package Upgrade</p>

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

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1 supported by AMS, then this Managed Software must be added to AMS support at the Additional AMS
 2 Monthly Fees listed below.

3 b. Growth. In the event a scope of use limit set forth above is exceeded, County agrees to
 4 pay the following additional AMS fees for the applicable scope of use limit that has been exceeded:

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

14 c. COUNTY’s scope of use will be measured periodically by CONTRACTOR’s system
 15 tools. COUNTY agrees that if an event occurs that will materially affect COUNTY’s scope of use (such
 16 as acquisition of a hospital or other facility); COUNTY will promptly notify CONTRACTOR in writing
 17 of such event (no later than 6 months prior to the effective date of such event) so that COUNTY’s scope
 18 of use can be reviewed. Any additional fees due under the “Scope of Use Expansion” section shall be
 19 payable within 30 days following COUNTY’s receipt of an invoice for such fees. Counties org creation
 20 process is not considered a material change and does not affect SOU if provider and FTE’s counts do
 21 not increase.

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1 EXHIBIT C
2 TO AGREEMENT FOR PROVISION OF
3 MAINTENANCE AND SUPPORT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CERNER CORPORATION
8 JULY 1, 2017 THROUGH JUNE 30, 2020
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10 **I. CERNER.COM RESTRICTED ACCESS AGREEMENT**

11 A. Client agrees to protect and to keep in the strictest confidence all information and materials to
12 which Client is granted access through Cerner.com "Client-only" access (the "Confidential
13 Information"), except for information which is clearly sales, marketing, or other information available
14 without restriction to the general public. Client will use the Confidential Information only for the
15 purpose of supporting or otherwise facilitating its permitted use of the Licensed Software and System(s)
16 identified in the Cerner Business Agreement, and for no other purpose whatsoever.

17 1. Client will designate and identify to Cerner those employees, agents, or other such
18 representatives of Client, which Client desires to have access to the Confidential Information. Client
19 agrees to limit access to Confidential Information to such individuals as have a need to know or have
20 need to access the information in order to increase their understanding or efficient use of Cerner
21 products and services identified in the Cerner Business Agreement. All such persons will be under a
22 confidentiality agreement with Client that is sufficient to protect the proprietary and confidentiality
23 interests of Cerner, its vendors and its clients. No copies of the Confidential Information will be made,
24 except as necessary to facilitate Client's use of the Confidential Information as described above.

25 2. Client agrees to have in place, or implement if needed, appropriate policies, procedures,
26 education, controls and internal audits necessary to assure Client's compliance with this agreement.
27 Client understands that all persons who are granted access to the Confidential Information will be
28 advised by Cerner of their obligation of confidentiality with respect to the Confidential Information.
29 Nonetheless, Client agrees that it will be responsible for any breach of this Confidentiality Agreement
30 by any person who is given access to the Confidential Information to facilitate Client's use of the
31 Licensed Software or System(s). Client further understands and agrees that its responsibility will not be
32 reduced or affected in any way by the advisement given to each person accessing such Confidential
33 Information. Cerner reserves the right to terminate Client's and/or any of its personnel's access to
34 Cerner.com at any time for any reason.

35 3. Client agrees to notify Cerner and Client's primary information services executive
36 immediately upon learning of any loss of control, improper disclosure, or other misuse of any
37 Confidential Information or other materials made available through Cerner.com, or of any password,

1 logon procedure, or other method limiting access to Cerner.com. Further, Client agrees to take whatever
2 steps are reasonably required to halt and otherwise remedy, if possible, any such breach of security, and
3 to take all appropriate steps to regain control of the Confidential Information or such other information
4 improperly disclosed or misused, and to prevent, as necessary, further disclosures or misuses.

5 4. Client will not be liable to Cerner for disclosure of Confidential Information if: (a) the
6 Confidential Information is or becomes public without the fault of Client, or (b) the Confidential
7 Information was in Client's possession or was known by Client prior to Client's receipt of the
8 Confidential Information from Cerner, or (c) the Confidential Information is or becomes available to
9 Client from a source already in legitimate possession of said Confidential Information, said source being
10 other than Cerner, or (d) the Confidential Information is developed independently by Client, or (e) the
11 Confidential Information is disclosed for unrestricted release with the written approval of Cerner to
12 whom it relates, or (f) Client is obligated to disclose the Confidential Information by order or regulation
13 of any court or other governmental entity.

14 5. All personal passwords, logon procedures, or other methods having the effect to limit
15 access that Cerner discloses to Client are designed to be of limited scope and are highly confidential in
16 nature. Client agrees to exercise all necessary control over such information so as to avoid the
17 possibility of its disclosure or other misuse. Further, Client agrees that no such information will be
18 shared with any other individual or organization unless Client is otherwise authorized to do so, in
19 writing, by Cerner.

20 6. Information accessed through Cerner.com will not be further transmitted, reproduced, or
21 otherwise copied, in whole or in part, through or under any medium, for the benefit or use of any person,
22 not otherwise permitted to receive or use such information, without first obtaining Cerner's written
23 consent.

24 7. Client may, however, disclose the information to any person within Client's organization if
25 necessary to facilitate Client's use of Licensed Software (or other Cerner products and services provided
26 under agreement) to which the information relates so long as the party disclosing the information
27 notifies the receiving party of the confidentiality of the information and of their obligation to comply
28 with these confidentiality terms.

29 8. Due to the nature of Cerner's business and the value of Cerner's proprietary information,
30 Client agrees that a breach of any of the provisions hereof may inflict serious harm on Cerner, and that
31 termination of Client's license, if reasonable under the circumstances, and money damages may be
32 inadequate relief. Accordingly, Cerner will be entitled to injunctive relief to prevent or prohibit any
33 threatened or continuing breach of any of the terms and provisions hereof and, in addition thereto, will
34 be entitled to any and all other remedies available at law or in equity.

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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

I. 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

1 the terms of this Escrow Agreement. All references in this Escrow Agreement to the Escrow Material
2 shall include the initial Escrow Material and any updates.

3 1.2 Identification of Tangible Media. Prior to the delivery of the Escrow Material to Escrow Agent,
4 Cerner shall conspicuously label for identification each document, magnetic tape, CD, disk, or other
5 tangible media upon which the Escrow Material are written or stored. Additionally, Cerner shall deliver
6 to Escrow Agent with the Escrow Material a list identifying each such tangible media by the item label
7 description, the type of media and the quantity, which shall be substantially in the format set forth in
8 Exhibit B (the "Escrow List"). The Escrow List must be signed by Cerner and delivered to Escrow
9 Agent with the Escrow Material.

10 1.3 Deposit Inspection. When Escrow Agent receives the Escrow Material and the Escrow List,
11 Escrow Agent will conduct a deposit inspection by visually matching the labeling of the tangible media
12 containing the Escrow Material to the item descriptions and quantity Listed on the Escrow List. Escrow
13 Agent shall have no duty or obligation to inspect or inquire into the contents or substance of the Escrow
14 Material, and Escrow Agent's obligation shall be strictly limited to matching the aforementioned
15 labeling to the Escrow List.

16 1.4 Acceptance of Deposit. At the completion of the deposit inspection, if Escrow Agent determines
17 that the labeling of the tangible media matches the item descriptions and quantity on the Escrow List,
18 then Escrow Agent will date and sign the Escrow List and deliver a copy thereof to Cerner, which shall
19 occur no later than ten (10) business days after Escrow Agent's receipt of the Escrow Material. If Escrow
20 Agent determines that the labeling does not match the item descriptions or quantity on the Escrow List,
21 Escrow Agent will: (a) note the discrepancies in writing on the Escrow List; (b) date and sign the
22 Escrow List with the exceptions noted; and (c) provide a copy of the Escrow List to Cerner. Escrow
23 Agent's acceptance of the deposit occurs upon the signing of the Escrow List by Escrow Agent. Cerner
24 may, at its discretion, provide a copy of the signed Escrow List to a Licensee as an indication that the
25 Escrow Material have been received and accepted by Escrow Agent. Upon Escrow Agent's acceptance
26 of any updated Escrow Material, the Escrow Agent shall return to Cerner, within ten (10) business days
27 after the issuance of the written notice of acceptance to Cerner, all previous versions of the Escrow
28 Material.

29 1.5 Cerner's Representations. Cerner represents to Escrow Agent that:
30 a. Cerner lawfully possesses all of the Escrow Material deposited with Escrow Agent;
31 b. With respect to all of the Escrow Material, Cerner has the right and authority to grant to
32 Escrow Agent the rights as provided in this Escrow Agreement;
33 c. The Escrow Material are not subject to any lien or other encumbrance;
34 d. The Escrow Material consists of Software identified in the License Agreements; and
35 e. The Escrow Material are readable and useable in their current form or, if the Escrow
36 Material are encrypted, the decryption *tools* and decryption keys have also been deposited, which
37 deposit may be separate from the Escrow Material deposit; provided, however, that Escrow Agent shall

1 have no duty to enforce such representations for the benefit of any third party, including without
2 limitation a Licensee.

4 **ARTICLE 2 – CONFIDENTIALITY AND RECORD KEEPING**

5 2.1 Confidentiality. Escrow Agent shall maintain the Escrow Material in a secure, locked facility
6 which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the
7 obligation to reasonably protect the confidentiality of the Escrow Material. Except as provided in this
8 Escrow Agreement, Escrow Agent shall not disclose, transfer, make available, or use the Escrow
9 Material. If Escrow Agent receives a subpoena or other order of a court or other judicial tribunal
10 pertaining to the disclosure or release of the Escrow Material, Escrow Agent will promptly notify
11 Cerner.

12 It shall be the responsibility of Cerner to challenge any such order; provided, however, that Escrow
13 Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will
14 not be required to disobey any court or other judicial tribunal order.

15 2.2 Audit Rights. During the term of this Escrow Agreement, Cerner shall have the right to inspect
16 the written records of Escrow Agent pertaining to this Escrow Agreement. Any inspection shall be held
17 during normal business hours and following reasonable prior notice, and shall be conducted at the
18 Cerner's sole expense.

20 **ARTICLE 3 – RELEASE OF DEPOSIT**

21 3.1 Right to Make Copies. Escrow Agent shall have the right to make copies of the Escrow Material
22 as reasonably necessary to perform with respect to rights and duties under this Escrow Agreement.
23 Escrow Agent will copy all copyright, nondisclosure, and other proprietary notices and titles contained
24 on the Escrow Material onto any copies made by Escrow Agent.

25 3.2 Right to Transfer Upon Release. Cerner hereby grants to Escrow Agent the right to transfer a
26 copy of the Escrow Material to a Licensee upon the occurrence of a Release Condition as defined in
27 Section 3.3 below. Except upon such a release or as otherwise provided in this Escrow Agreement,
28 Escrow Agent shall not otherwise transfer the Escrow Material.

29 3.3 Release Conditions. As used in this Escrow Agreement, "Release Conditions" shall mean the
30 following:

- 31 a. Cessation of business by Cerner without a successor; or
- 32 b. Cerner's cessation of the Support supplied for the Software pursuant to the License
33 Agreement without making a provision for continued support by a qualified third party on substantially
34 the same terms, conditions and pricing; or
- 35 c. in the case of Cerner and Licensee having entered into a Licensee Agreement specifically
36 providing other circumstances under which such Licensee may be entitled to a copy of the Escrow
37 Material.

1 3.4 Filing For Release. If a Release Condition has occurred, then Cerner shall provide written
2 notice of the occurrence of the Release Condition and a request for the release of a copy of the Escrow
3 Material to Licensee(s).

4 3.5 Licensee Request. In the event a Licensee requests release of the Escrow Material, Licensee
5 shall notify Escrow Agent and Cerner of a Release Condition in accordance with the notice provisions
6 of this Escrow Agreement. Cerner will promptly work with Escrow Agent to approve the release in
7 accordance with the Release Conditions or to address the request directly with the Licensee.

8 9 **ARTICLE 4 -- OWNERSHIP AND USE OF ESCROW MATERIAL**

10 4.1 Ownership/Confidentiality of Escrow Material. In all events, Cerner or its successors or assigns,
11 shall remain the owner of the Escrow Material. Licensee's right to and interest in the Escrow Material
12 shall be as a licensee only.

13 4.2 Right to Use Following Release. Upon release of the Escrow Material in accordance with
14 Article 3, Licensee shall have the right to use the Escrow Material for the sole purpose of continuing the
15 benefits afforded to Licensee by the License Agreement. Licensee shall be obligated to maintain the
16 confidentiality of the released Escrow Material as provided in the License Agreement. Without limiting
17 any other terms of this Escrow Agreement, Escrow Agent shall have no duties or obligations with
18 respect to enforcing this Section 4.2 or any terms of a License Agreement.

19 20 **ARTICLE 5 – COMPENSATION OF ESCROW AGENT**

21 5.1 Escrow Agent Fee. Cerner shall make payment to Escrow Agent for escrow service in
22 accordance with Escrow Agent's fee schedule as outlined on Exhibit A attached hereto, and shall be
23 invoiced upon execution of this Escrow Agreement.

24 5.2 Non-payment. In the event of non-payment of Escrow fee, Escrow Agent shall give Cerner
25 sixty (60) day notice thereof. If the sixty (60) day notice period elapses without Escrow Agent having
26 received payment from Cerner, Escrow Agent shall then have the option, upon delivery of written notice
27 to Cerner, to terminate this Escrow Agreement and to return to Cerner all Escrow Material.

28 29 **ARTICLE 6 – TERM**

30 6.1 Term and Termination. The initial term of this Escrow Agreement shall commence as of the
31 effective date set forth on the first page hereof and continue for a period of ten years (the "Initial
32 Term").

33 a. Thereafter, this Escrow Agreement shall automatically renew from year-to-year (each a
34 "Renewal Term") unless either party provides not less than 180 day notice to the other of its intention to
35 terminate the Escrow Agreement at the end of the then current term. This Escrow Agreement may be
36 terminated prior to the expiration of the Initial Term or any Renewal Term in any of the following ways:
37 (a) Cerner instructs Escrow Agent in writing that the Escrow Agreement is terminated; (b) the Escrow

1 Agreement is terminated by Escrow Agent for nonpayment in accordance with Section 5.2. of this
2 Exhibit D to the Agreement.

3 6.2 Disposition of Escrow Materials on Termination. Escrow Agent shall return the Escrow
4 Materials to Cerner upon the termination of this Escrow Agreement.

5 6.3 Survival of Terms Following Termination. Upon termination of this Escrow Agreement, the
6 following provisions of this Escrow Agreement shall survive: Section 1.5 - Cerner's Representations,
7 Section 2.1 - Confidentiality Obligations of Escrow Agent, Article 4 - Ownership and Use of the Escrow
8 Material, any payment obligations to Escrow Agent, this Section 6.3, Section 7.2 - Indemnification of
9 Escrow Agent, Section 7.4- Liability of Cerner, and Article 8 - General Provisions.

10 **ARTICLE 7 – LIABILITY AND INDEMNIFICATION OF ESCROW AGENT**

11 7.1 Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction,
12 instrument, or signature from Cerner reasonably believed by Escrow Agent to be genuine. Neither party
13 shall be responsible for failure to act as a result of causes beyond the reasonable control of such party.
14

15 7.2 Indemnification. Cerner shall defend, indemnify and hold harmless Escrow Agent from any and
16 all liability, damages, costs, or expenses including reasonable attorneys' fees, which may be sustained or
17 incurred by the Escrow Agent as a result of taking action under this Escrow Agreement, except in the
18 case of the negligence or willful misconduct of Escrow Agent. The obligations of Cerner under this
19 section shall survive any termination of this Escrow Agreement and the resignation or removal of
20 Escrow Agent. Escrow Agent shall promptly notify Cerner in writing of any such action or allegation
21 and Cerner shall have had sole control of the defense of any such action and all negotiations for its
22 settlement or compromise.

23 7.3 Liability of Escrow Agent. Escrow Agent shall not, by reason of its execution of this Escrow
24 Agreement, assume any responsibility or liability for any transactions between Cerner and Licensee.
25 Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties
26 shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the
27 provisions of any agreement other than this Escrow Agreement, including without limitation any other
28 agreement between the Cerner and a Licensee or any other persons even though reference thereto may
29 be made herein. The Escrow Agent shall not be liable directly to any third party, including without
30 limitation any Licensee. The Escrow Agent shall not be liable for any action taken or omitted by it in
31 good faith except to the extent of the Escrow Agent's negligence or willful misconduct. Escrow Agent's
32 sole responsibility shall be for the safekeeping of the Escrow Material in accordance with the terms of
33 this Escrow Agreement. Escrow Agent shall not be charged with knowledge or notice of any fact or
34 circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction,
35 request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the
36 truth and accuracy of any information contained therein, which Escrow Agent shall believe to be
37 genuine and to have been signed or presented by the person or parties purporting to sign the same. In no

1 event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages
2 (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood
3 of such loss or damage and regardless of the form of action. Escrow Agent shall not be obligated to take
4 any legal action or commence any proceeding in connection with the Escrow Materials, this Escrow
5 Agreement or any License Agreement, or to appear in, prosecute or defend any such legal action or
6 proceeding.

7 The Escrow Agent is authorized, in its sole discretion, to comply with final orders issued or process
8 entered by any court with respect to the Escrow Material, without determination by the Escrow Agent of
9 such court's jurisdiction in the matter. If any portion of the Escrow Material is at any time attached,
10 garnished or levied upon under any court order, or in case the payment, assignment, transfer,
11 conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case
12 any order, judgment or decree shall be made or entered by any court affecting such property or any part
13 thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon
14 and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected
15 by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies
16 with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any
17 other person or entity by reason of such compliance even though such order, writ, judgment or decree
18 may be subsequently reversed, modified, annulled, set aside or vacated.

19 7.4 Liability of Cerner. IN NO CASE SHALL CERNER BE LIABLE FOR ANY SPECIAL,
20 INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY,
21 BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY.

22
23 **ARTICLE 8 – GENERAL PROVISIONS**

24 8.1 Notices. All notices, approvals, consents, requests, and other communications hereunder shall be
25 in writing and shall be delivered by hand, overnight delivery service, electronic mail or facsimile
26 transmitter (with confirmed receipt) to the following physical address, electronic address or facsimile
27 number set forth in this section, or to such other address as each party may designate for itself by like
28 notice, and shall be deemed to have been given on the date received:

29
30 Cerner Corporation:
31 Cerner Corporation
32 2800 Rockcreek Parkway
33 North Kansas City, MO 64117
34 Attn: General Counsel
35 Phone: 816-221-1024
36 Fax: 816-474-1742

37 //

1 Escrow Agent:
2 U.S. Bank National Association
3 EP-MN-WS3C
4 60 Livingston Avenue
5 St. Paul, MN 55107
6 Attn: Georgette Kleinbaum
7 Phone: 651 495-3922
8 Fax: 651 495-8096
9 E-mail: georgette.kleinbaum @usbank.com

10
11 In the event that any party should change its address for notice purposes, it shall provide the other
12 parties with written notice of such new address in accordance with the pursuant to the terms of this
13 Section 8.1, but any such change shall not be effective until actually received.

14 8.2 Assignment/Binding Nature. Except as set forth below, neither party shall have the right to
15 assign its rights and obligations under this Escrow Agreement. Cerner may, however, assign and
16 delegate in conjunction with a reorganization or merger, or in conjunction with the sale of substantially
17 all its assets to which this Agreement pertains. This Escrow Agreement shall be binding upon the
18 parties' successors and assigns. Any assignment of this Agreement, by Escrow Agent or Cerner, must be
19 made in its entirety, including all rights and obligations.

20 8.3 Entire Agreement. This Escrow Agreement contains the entire contract between the parties as to
21 the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements
22 between the parties with respect to the subject matter hereof.

23 8.4 Modifications and Waivers. No purported amendment, modification or waiver of any provision
24 of this Escrow Agreement shall be binding unless set forth in a written document signed by all parties
25 (in the case of amendments and modifications) or by the party to be charged thereby (in the case of
26 waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written
27 waiver document and shall not be deemed a waiver of any other term or provision of this Escrow
28 Agreement or of the same circumstance or event upon any recurrence thereof.

29 8.5 Controlling Law. This Escrow Agreement shall be governed by and interpreted in accordance
30 with the laws of the State of Missouri, without application of its conflict of law provisions.

31 8.6 Patriot Act. The Parties acknowledge that to help the government fight the funding of terrorism
32 and money laundering activities, Federal law requires all financial institutions to obtain, verify and
33 record information that identifies each person who opens an account, and that for a non-individual
34 person such as a business entity, a charity, a Trust or other legal entity, the Escrow Agent will ask for
35 documentation to verify its formation and existence as a legal entity. The Parties further acknowledge
36 that the Escrow Agent may also ask to see financial statements, licenses, identification and authorization
37 documents or other relevant documentation from individuals claiming authority to represent the entity.

1 The parties have executed this Escrow Agreement, in the manner appropriate to each, to be effective as
2 of the date on the first page hereof.

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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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1 EXHIBIT E
2 TO AGREEMENT FOR PROVISION OF
3 MAINTENANCE AND SUPPORT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CERNER CORPORATION
8 JULY 1, 2017 THROUGH JUNE 30, 2020
9

10 **I. PASS-THROUGH PROVISIONS**

11 Where pass-through provisions are applicable to third party products and services, these provisions
12 are referenced by a pass-through code, and that code can be entered at
13 <https://passthroughprovisions.cerner.com/> to view the pass-through provisions. The current version of
14 the pass through provisions is referenced below.

15
16 **BUSINESS OBJECTS AMERICAS PASS-THROUGH PROVISIONS**

17
18 **GRANT OF RIGHTS:** Subject to Licensee's payment as invoiced and compliance with the terms of this
19 Agreement, Business Objects Americas ("BOA") grants Licensee a non-exclusive and non-transferable
20 license to use the Software on BOA supported operating environments for its internal purposes only.

21
22 **RESTRICTIONS:** Licensee may not distribute the Software, including by electronic transfer from one
23 computer to another over a network or otherwise, except as necessary for use of the Authorized Copies
24 by the Authorized Users. Licensee may not decompile, reverse engineer, disassemble, or otherwise
25 reduce the Software to a human perceivable form. Licensee may not modify, adapt, translate, rent, lease,
26 loan, resell, distribute, or create derivative works based upon the Software. Licensee may permit access
27 to the Software only to the Authorized Users, and Licensee may make only Authorized Copies of the
28 Software. Licensee may add additional users and make additional copies only upon payment of an
29 additional license fee. Licensee may not release the results of any benchmark of the Software to any
30 third party without the prior written approval of BOA for each such release. Licensee shall comply with
31 all laws that are applicable to the Software including, without limitation, export laws.

32
33 **LIMITED WARRANTY:** The Software is licensed and otherwise provided "AS IS". If any materials
34 or media in this package are defective, return them within ninety (90) days of the original date of invoice,
35 and BOA will replace them at no charge. THESE WARRANTIES ARE IN LIEU OF ANY OTHER
36 WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED
37 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-

1 FREE OPERATION. This warranty gives you specific legal rights, and you may have other legal rights,
2 which vary from state to state.

3
4 **LIMITATION OF LIABILITY:** IN NO EVENT SHALL BOA OR ITS LICENSORS BE LIABLE
5 TO LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOSS OF
6 REVENUE, LOSS OF DATA OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL
7 DAMAGES ARISING OUT OF LICENSEE'S USE OF OR INABILITY TO USE THE SOFTWARE,
8 EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOA OR ITS LICENSORS'
9 LIABILITY TO LICENSEE FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND
10 REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED TO LICENSEE'S
11 ACTUAL DAMAGES, BUT IN NO EVENT SHALL SUCH DAMAGES EXCEED THE AMOUNT
12 PAID BY LICENSEE FOR THE SOFTWARE. Some jurisdictions do not allow excluding or limiting
13 implied warranties or limiting liability for incidental or consequential damages, and some jurisdictions
14 have special statutory consumer protection provisions, which may supersede these limitations. As a
15 result, this limitation of liability may not apply to Licensee if prohibited by law.

16
17 **GENERAL:** This Agreement shall be governed by the laws of California, excluding choice of law
18 principles. The United Nations Convention on Contracts for the Sale of Goods shall not apply to this
19 Agreement. Any modification to the Agreement terms shall be subject to BOA's prior written approval.

20
21 **GOVERNMENT USE:** The Software and accompanying documentation are deemed to be "commercial
22 computer software" and "commercial computer software documentation," respectively, pursuant to
23 DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction
24 release, performance, display or disclosure of the Software and accompanying documentation by the U.S.
25 Government shall be governed solely by this Agreement and shall be prohibited except to the extent
26 expressly permitted by the terms of this Agreement.

27
28 **QUESTIONS:** If Licensee has any questions concerning the terms or conditions of this
29 Agreement, contact: Business Objects Americas, 2870 Zanker Road, San Jose, California 95134 or call
30 (408) 953-6000. Business Objects logo is a trademark of Business Objects SA. Worldwide rights
31 reserved.

32 **PASS-THROUGH PROVISIONS**
33 **ORACLE ASFU & PUBLIC SECTOR**

34 **A. Definitions.**

- 35 1. *Application Package* shall mean the Cerner Licensed Software.
36 2. *Program* shall mean the Oracle software products, including program documentation, and
37 updates acquired through technical support.

1 3. *Program Documentation* shall mean the user manual and Program installation manuals.

2 B. Client Obligations. Client shall with respect to Oracle Corporation products and services,
3 including the Program, acquired from Cerner:

4 1. limit the use of the Program to the legal entity that executed this agreement. If Client has
5 been granted a license to use the Program to provide internet hosting services to its customers, such use
6 does not constitute use of the Program by a legal entity other than the legal entity that executed this
7 agreement;

8 2. restrict use of the Program to the scope of the Application Package, including the license
9 definitions and rules set forth in the Program documentation, and to the Client's internal business
10 operations. Client may allow its agents or contractors to use the Application Package on the applicable
11 Client's behalf for Client's internal business operations subject to the terms herein. For an Application
12 Package that includes Programs that are specifically designed to facilitate interactions between the
13 Client and Client's customers and suppliers, Client may permit its customers and suppliers to use the
14 Application Package in furtherance of such interactions subject to this agreement. The Client is
15 responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the Application
16 Package and compliance with this agreement. If Client has been granted a license to use the Program to
17 provide internet hosting services to its customers, such use shall be considered Client's internal business
18 operations;

19 3. not assign, give, or transfer the Program and/or any services ordered or an interest in them
20 to another individual or entity (and if Client grants a security interest in the Programs and/or any
21 services, the secured party has no right to use or transfer the Programs and/or any services);

22 4. prohibit (i) the use of the Programs for rental, timesharing, subscription service, hosting or
23 outsourcing (unless Client has been granted a license to use the Program to provide internet hosting
24 services to its customers); (ii) the removal or modification of any Program markings or any notice of
25 Oracle's or its licensors' proprietary rights; (iii) making the Programs available in any manner to any
26 third party for use in the third party's business operations (unless such access is expressly permitted for
27 the specific Program license); and (iv) title to the Programs from passing to the Client or any other
28 party;

29 5. not reverse engineer (unless required by law for interoperability), disassemble or decompile
30 the Programs (including but not limited to review of data structures or similar materials produced by
31 Programs) and not duplicate the Programs except for a sufficient number of copies of each Program for
32 Client's licensed use and one copy of each Program media;

33 6. at the termination of the sublicense, discontinue use and destroy or return to Cerner all
34 copies of the Program and documentation;

35 7. prohibit publication of any results of benchmark tests run on the Programs;

36 //

37 //

1 8. comply with any and all relevant export laws and regulations of the United States and other
2 applicable export and import laws to assure that neither the Programs nor any direct product thereof, are
3 exported, directly or indirectly, in violation of applicable laws;

4 9. permit Cerner to audit Client's use of the Programs and report such use to Oracle or to
5 assign Cerner's right to audit Client's use of the Programs to Oracle. Client shall provide reasonable
6 assistance and access to information in the course of such audit. Neither Oracle nor Cerner shall be
7 responsible for costs incurred by Client in cooperating with such audit.

8 C. Ownership. Oracle or its licensor retains all ownership and intellectual property rights to the
9 Programs.

10 D. Source Code. Client understands and agrees that some Programs may include source code that
11 Oracle may provide as part of its standard shipment of such Programs, which source code shall be
12 governed by the terms of the this pass through attachment.

13 E. UCITA. The provisions of the Uniform Computer Information Transactions Act shall not apply
14 to this sublicense.

15 F. Third Party Technology. Certain third party technology that maybe appropriate or necessary for
16 use with some Programs; such third party technology is licensed only for use with the Application
17 Package under the terms of the applicable third party license agreement and not under these terms.

18 G. Third Party Financing. Client shall comply with Oracle's "Third Party Financing Notice –
19 Financing for End-user Customer's Payment Obligation" dated February 15, 2011 whenever (i) the
20 acquisition of Programs, is financed or leased, or (ii) a funder places the Client order or is otherwise
21 responsible or payment of the order. Oracle's "Third Party Financing Notice – Financing for End-user
22 Customer's Payment Obligation" dated February 15, 2011 is subject to change at Oracle's discretion
23 and can be accessed at <http://partner.oracle.com>.

24 H. Liability. To the extent permitted by applicable law, Oracle shall not be liable for (i) any
25 damages, whether direct, indirect, incidental, special, punitive or consequential, or (ii) any loss of
26 profits, revenue, data or data use, arising from Client's use of the Programs.

27 I. Third Party Beneficiary. Oracle shall be a third party beneficiary of the provisions of this pass
28 through attachment.

29 J. Internet Hosting. If Client has been granted a license to use the Program to provide internet
30 hosting services to its customers for Client's customers' business operations and/or to provide services
31 to third parties using the hosted Application Package, Client may not resell or assign its Application
32 Program licenses to its customers or provide access to Client's customers to any Programs. Client agrees
33 to be financially responsible to Oracle and Cerner for all damages or losses resulting from the Client's
34 and its customer's breach of these terms. Client understands that additional fees apply for internet
35 hosting licenses.

36 K. Public Sector Entities. If Client is a public sector entity, the following additional terms apply:

37 //

1 1. Client must restrict use of any additional programs that Oracle may include with the
2 Programs ordered for trial, non-production purposes only. Such programs may not be used to provide or
3 attend training on the content or functionality of the programs. Client shall have 30 days from the
4 delivery date to evaluate any such trial or non-production licenses, subject to the terms of this
5 agreement. If Client desires to use such additional programs after the 30 day trial period, Client must
6 obtain a license for such programs. If Client decides not to obtain a license for the additional programs
7 after the 30 day trial period, Client will cease using and will delete any such programs from Client's
8 computer systems. Additional programs are provided "as is" and neither Oracle nor Cerner provides
9 technical support or offers any warranties for these programs.

10 2. Technical Support, if ordered from Oracle, is provided under Oracle's technical support
11 policies in effect at the time the services are provided. Oracle's technical support policies can be
12 accessed at <http://oracle.com/contracts>. Client acknowledges that Oracle's technical support policies are
13 incorporated into this agreement by reference. If Client decides not to purchase technical support at the
14 time of the license, then the Client will be required to pay reinstatement fees to Oracle in accordance
15 with Oracle's current technical support policies, if Client decides to purchase support at a later date.

16 3. Third party firms retained by Client to provide computer consulting services are
17 independent of Oracle and are not Oracle's agents and Oracle is not liable for nor bound by any acts of
18 any such third party firm.

19 4. Client agrees that it has not relied on the future availability of any hardware, programs or
20 updates in entering into this agreement. This statement does not relieve Oracle from its obligation to
21 provide updates under any technical support order with Oracle, if-and-when available in accordance
22 with Oracle's then current technical support policies, and further it does not change any rights granted to
23 Client for any program licensed under this agreement.

24 5. The Programs, including documentation, delivered to U.S. Government end users are
25 "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR").
26 As such, use, duplication, disclosure, modification, and adaptation of the Programs, including
27 documentation, shall be subject to the license and license restrictions set forth in this agreement, and, to
28 the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software
29 License (December 2007).

30 6. A public sector entity is any government, legislature or decision making body, judiciary,
31 instrumentality, department, or agency at any level (national, municipal or otherwise); entities managed,
32 controlled or majority owned by governmental interests; public organizations or foundations of any kind
33 (including political parties, political organizations, or political candidates); and any public international
34 organizations, such as, but not limited to, the International Red Cross, United Nations or the World
35 Bank.

36 //

37 //

AWARE, INC.
END-USER LICENSE AGREEMENT

1
2
3
4 **A. Use.** For each copy of the Licensed Software you have purchased, you are granted a
5 nontransferable nonexclusive license to install and use one copy of the Licensed Software as integrated
6 with Cerner products as provided by Cerner on a single personal computer or workstation, or on a single
7 server, as applicable. You may also make one copy of the Licensed Software for archival purposes.

8 **B. Restrictions.** Except as expressly authorized by this License Agreement, you may not copy,
9 modify, translate, reverse engineer, decompile or disassemble (except as applicable law expressly
10 prohibits this restriction) the Licensed Software. You may not sell, license, reproduce or redistribute the
11 Licensed Software to others. You may not use the Licensed Software for any purpose other than
12 internal business use. You may, however, transfer the Licensed Software on a permanent basis provided
13 you transfer the Licensed Software, this License Agreement and all documentation and media and you
14 do not retain any copies.

15 **C. Intellectual Property Rights.** The Licensed Software and accompanying documentation are
16 protected by both copyright law and international treaties. Aware and its licensors own all intellectual
17 property rights in the Licensed Software and accompanying documentation, and the structure,
18 organization and code contain valuable trade secrets of Aware and its licensors. Aware retains all rights
19 not expressly granted hereunder.

20 **D. Termination.** This License is effective until terminated. This License will terminate
21 immediately without notice and without judicial action if you fail to comply with any provision of this
22 License. Upon such termination you must destroy the Licensed Software, all accompanying written
23 materials and all copies thereof.

24 **E. Export Law Assurance.** You agree that neither the Licensed Software nor any direct product
25 thereof is being or will be exported, shipped, transferred or re-exported, directly or indirectly, into any
26 country without complying with the export laws of the United States.

27 **F. Limitation of Aware's Liability.** IN NO EVENT SHALL AWARE OR ANY OF ITS
28 LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT
29 DAMAGES (INCLUDING, BUT NOT LIMITED TO, COSTS OF PROCURING SUBSTITUTE
30 PRODUCTS OR SERVICES, DAMAGES FOR LOSS OF PROFITS OR REVENUE, BUSINESS
31 INTERRUPTION, LOSS OF INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF
32 THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, HOWEVER CAUSED AND
33 UNDER ANY THEORY OF LIABILITY, EVEN IF AWARE HAS BEEN ADVISED OF THE
34 POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AWARE'S LIABILITY FOR MONEY
35 DAMAGES EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSED SOFTWARE
36 PRODUCT FROM WHICH THE CLAIM AROSE.

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1 G. **General.** This License will be construed under the laws of the Commonwealth of
 2 Massachusetts, except for the body of law dealing with conflicts of law. If any provision of this License
 3 shall be held by a court of competent jurisdiction to be contrary to law; that provision will be enforced
 4 to the maximum extent permissible and the remaining provisions of this License will remain in full force
 5 and effect. If you are a U.S. Government user then the Licensed Software is “Commercial Computer
 6 Software” as defined in the “Rights in Noncommercial Computer Software and Noncommercial
 7 Computer Software Documentation” clause at DFARS 252 227-7014 and is provided with only these
 8 rights set forth in this agreement. Manufacturer: Aware, Inc., 40 Middlesex Turnpike, Bedford,
 9 Massachusetts 01730.

10
 11 **HP PASS THROUGH TERMS**
 12

13 HP's obligations with respect to HP Branded Products or services procured by an end-user customer
 14 (hereinafter “Customer”) from authorized HP Business Partners are limited to the terms and conditions
 15 in these HP PASS THROUGH TERMS (“Terms”) and the specific Software license or warranty
 16 information included with the Products. HP is not responsible for the acts or omissions of HP Business
 17 Partners, for any obligations undertaken or representations that they may make, or for any other products
 18 or services that they supply to Customer.

19 A. HP BASE TERMS

20 1. DEFINITIONS

- 21 a. *Affiliate* of a party means an entity controlling by, or under common control with, that
 22 party.
- 23 b. *Deliverable* means the tangible work product resulting from the performance of
 24 Support excluding Products and Custom Products.
- 25 c. *Hardware* means computer and related devices and equipment, related documentation,
 26 accessories, parts, and upgrades.
- 27 d. *HP Business Partner* means select companies authorized by HP to promote, market,
 28 support, and deliver certain Products and services.
- 29 e. *HP Branded* means Products and Support bearing a trademark or service mark of
 30 Hewlett-Packard Company or any Hewlett-Packard Company Affiliate, and embedded HP selected third
 31 party Software that is not offered under a third party license agreement.
- 32 f. *Product* means the HP Branded version of Hardware and Software available and listed
 33 in HP’s standard price list at the time of HP Business Partner’s acceptance of the Customer order and
 34 including products that are modified, altered, or customized, by HP, to meet Customer requirements
 35 (“Custom Products”).

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1 g. *Software* means machine-readable instructions and data (and copies thereof) including
2 middleware and firmware and related updates and upgrades, licensed materials, user documentation,
3 user manuals, and operating procedures.

4 h. *Specification* means technical information about Products published in HP Product
5 manuals, user documentation, and technical data sheets in effect on the date HP or HP Business Partner
6 delivers Products to Customer.

7 i. *Statement of Work* means an executed document so titled, that describes the Custom
8 Support to be performed by HP under the
9 Support Terms section.

10 j. *Support* means Hardware maintenance and repair, Software maintenance, training,
11 installation and configuration, and other standard support services provided by HP and includes
12 “Custom Support” which is any agreed non-standard Support as described in a Statement of Work.

13 k. *Transaction Document(s)* means an accepted Customer order (excluding pre-printed
14 terms) and in relation to that order valid HP quotations, license terms delivered or otherwise made
15 available to Customer with Software, HP published technical data sheets or service descriptions, HP
16 limited warranty statements delivered with or otherwise made available to Customer with Products, and
17 mutually executed Statement of Work, all as provided by HP Business Partner and supported by HP, or
18 other mutually executed documents that reference these HP PASS THROUGH TERMS.

19 l. *Version* means a release of Software that contains new features, enhancements, and/or
20 maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and,
21 as such, made available by HP to its customers (also called a “Release”).

22 2. WARRANTY PROVISIONS

23 a. Warranty Statements. HP limited warranty statements for Hardware, Software and
24 Support, as applicable, are contained in their respective sections of these Terms. The limited warranties
25 in these Terms are subject to the terms, limitations, and exclusions contained in the limited warranty
26 statement provided for the Product in the country where that Product is located when the warranty claim
27 is made. A different limited warranty statement may apply and be quoted if the Product is purchased as
28 part of a system.

29 b. Transfer. Warranties are transferable to another party for the remainder of the warranty
30 period subject to HP license transfer policies and any assignment restrictions.

31 c. Delivery Date. Warranties begin on the date of delivery of the Product to Customer, or on
32 the date of installation if installed by HP. If Customer schedules or delays such installation by HP more
33 than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.

34 d. Exclusions. HP is not obligated to provide warranty services or Support for any claims
35 resulting from:

36 1) improper site preparation, or site or environmental conditions that do not conform
37 to HP's site specifications;

1 2) Customer’s non-compliance with Specifications or Transaction Documents;
 2 3) improper or inadequate maintenance or calibration;
 3 4) Customer or third-party media, software, interfacing, supplies, or other products;
 4 5) modifications not performed or authorized by HP;
 5 6) virus, infection, worm or similar malicious code not introduced by HP; or
 6 7) abuse, negligence, accident, loss or damage in transit, fire or water damage,
 7 electrical disturbances, transportation by Customer, or other causes beyond HP’s control.

8 e. Non-HP Branded Products and Support. HP provides third-party products, software,
 9 and services that are not HP Branded “AS IS” without warranties of any kind, although the original
 10 manufacturers or third party suppliers of such products, software and services may provide their own
 11 warranties.

12 f. Disclaimer. THE WARRANTIES AND ANY ASSOCIATED REMEDIES
 13 EXPRESSED OR REFERENCED IN THESE TERMS ARE EXCLUSIVE. NO OTHER
 14 WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY HP OR MAY BE
 15 INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT
 16 ALLOWED BY LOCAL LAW HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS
 17 INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A
 18 PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

19 3. INTELLECTUAL PROPERTY INFRINGEMENT

20 a. Third-Party Claims. HP will defend or settle any claim against Customer alleging that
 21 HP Branded Products or Support (excluding Custom Products and Custom Support) provided under
 22 these Terms infringes intellectual property rights in the country where they were sold, if Customer:

23 1) promptly notifies HP of the claim in writing;
 24 2) cooperates with HP in the defense of the claim; and
 25 3) grants HP sole control of the defense or settlement of the claim.
 26 4) HP will pay infringement claim defense costs, HP–negotiated settlement amounts,
 27 and court-awarded damages.

28 b. Remedies. If such a claim appears likely, then HP may modify the HP Branded
 29 Products or Support, procure any necessary license, or replace the affected item with one that is at least
 30 functionally equivalent. If HP determines that none of these alternatives is reasonably available, then HP
 31 will issue Customer a refund equal to:

32 1) the purchase price paid for the affected item if within one year of delivery, or the
 33 Customer’s net book value thereafter; or
 34 2) if the claim relates to infringing Support, the lesser of twelve (12) months charges
 35 for the claimed infringing Support or the amount paid by Customer for that Support.

36 c. Exclusions. HP has no obligation for any claim of infringement arising from:

37 //

- 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. Sole and Exclusive. 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

1 a. Internal Use. Products and Support acquired by Customer under these Terms are solely
2 for Customer's own internal use and not for resale or sub-licensing.

3 b. Force Majeure. Neither party will be liable for performance delays nor for non-
4 performance due to causes beyond its reasonable control; however, this provision will not apply to
5 Customer's payment obligations.

6 c. Assignment. Customer may not assign, delegate or otherwise transfer all or any part of
7 its rights or obligations under these Terms without prior written consent from HP. Any such attempted
8 assignment, delegation, or transfer will be null and void. Assignments of HP Software licenses are
9 subject to compliance with HP's Software license transfer policies.

10 d. Export and Import. Customers who export, re-export, or import Products, technology,
11 or technical data purchased hereunder, assume responsibility for complying with applicable laws and
12 regulations and for obtaining required export and import authorizations. HP may suspend performance if
13 Customer is in violation of any applicable laws or regulations.

14 e. Governing Law. Disputes arising from these Terms will be governed by the law of the
15 jurisdiction of the principal place of business of the HP Affiliate accepting the order to which the
16 dispute relates and the courts of that locale will have jurisdiction, except that HP may, at its option,
17 bring suit for collection in the country where the Customer Affiliate that placed the order is located.
18 Customer and HP agree that the United Nations Convention on Contracts for the International Sale of
19 Goods will not apply to these Terms. Claims arising or raised in the United States will be governed by
20 the laws of the State of California, excluding rules as to choice and conflict of law.

21 f. Notices. All notices that are required under these Terms will be in writing and will be
22 considered effective upon receipt.

23 g. Entire Agreement. These Terms represent the entire agreement between HP and
24 Customer regarding Customer's purchase of Products and Support, and supersedes and replaces any
25 previous communications, representations, or agreements, or Customer's additional or inconsistent
26 terms, whether oral or written. In the event any provision of these Terms is held invalid or
27 unenforceable the remainder of the Terms will remain enforceable and unaffected thereby.

28 h. Waiver. Neither party's failure to exercise or delay in exercising any of its rights under
29 these Terms will constitute or be deemed a waiver or forfeiture of those rights.

30 i. Order of Precedence. Unless otherwise agreed or provided herein, documents will
31 apply in the following descending order of precedence:

32 1) Transaction Documents consisting of license terms or limited warranty statements
33 delivered or otherwise made available to

34 Customer with Products;

35 2) the sections of these Terms;

36 3) all other Transaction Documents.

37 //

1 j. Independent Contractor. HP is an independent contractor in the performance under
2 these Terms and neither HP nor any HP personnel are employees or agents of Customer. Nothing in
3 these Terms will be construed as creating a joint venture, partnership or employment relationship
4 between the parties, nor will either party have the right, power or authority to create any obligation or
5 duty, express or implied, on behalf of the other.

6 B. HP HARDWARE TERMS

7 1. RISK OF LOSS - When HP delivers to Customer directly, risk of loss or damage, and title
8 to Hardware, will pass to Customer and acceptance will occur upon delivery to the “ship to” address or,
9 if special shipping arrangements are agreed to by HP, upon delivery to Customer’s carrier or designee.

10 2. INSTALLATION - If HP provides installation services, Customer will make available
11 facilities that meet HP published site guidelines that will be provided to Customer upon request. Upon
12 delivery, Customer will place each item of Hardware in its designated location. Installation is billed at
13 HP's published installation charges unless quoted as part of the Hardware purchase price. Installation by
14 HP is complete when the Hardware passes HP's standard installation and test procedures.

15 3. HARDWARE LIMITED WARRANTY - HP warrants HP Branded Hardware against
16 defects in materials and workmanship under normal use during the warranty period and that it will
17 materially conform to its Specifications for the time specified in the applicable Transaction Documents.
18 HP Branded Hardware may contain used parts that are equivalent to new in performance and reliability
19 and are warranted as new.

20 4. OPERATION - HP does not warrant that the operation of Hardware will be uninterrupted
21 or error free, or that Hardware will operate in Hardware and Software combinations other than as
22 expressly required by HP in the Product Specifications or that Hardware will meet requirements
23 specified by Customer. Customer may only use firmware embedded in the Hardware to enable the
24 Hardware to function in accordance with its Specifications.

25 5. EXCLUSIVE REMEDIES - Upon notice of a valid warranty claim during the warranty
26 period and if provided reasonable access to the HP Branded Hardware, HP will, at its option, repair a
27 defect in the HP Branded Hardware, or correct a material non-conformance to Specifications, or replace
28 such Hardware with Hardware of equal or better functional performance. If HP is unable, within a
29 reasonable time, to complete the repair or correction, or replace such HP Branded Hardware, Customer
30 will be entitled to a refund of the purchase price paid upon prompt return of such Hardware to HP.
31 Subject to the terms in Customer's specific Product warranty statement Customer will pay expenses for
32 return of such Hardware to HP. HP will pay expenses for shipment of repaired or replacement Hardware
33 to Customer. This sub-section states HP's entire liability for Hardware warranty claims.

34 C. HP SOFTWARE LICENSE TERMS

35 1. LICENSE GRANT - HP grants Customer a non-exclusive, non-transferable license to
36 “Use”, in object code form, the Version or Release of the HP Branded Software delivered from an HP
37 accepted order. For purposes of these Terms, unless otherwise specified in the Transaction Documents,

1 “Use” means to install, store, load, execute, and display one copy of the Software on one device at a
2 time for Customer's internal business purposes. Customer's Use of such Software is subject to these
3 license terms and the Use restrictions and authorizations for the Software specified by HP in Transaction
4 Documents that accompany or are otherwise made available to Customer with the Software (the
5 “Software License”). In the event of any conflict among such terms, the order of precedence will be the
6 accompanying Transaction Documents then the terms of this section.

7 2. THIRD-PARTY SOFTWARE - For non-HP Branded Software, the third party supplier's
8 license terms and use restrictions found in the Transaction Documents that may accompany that
9 Software will solely govern its Use.

10 3. OWNERSHIP - This Software License confers no title or ownership and is not a sale of any
11 rights in the Software. Third-party suppliers are intended beneficiaries under these Terms and
12 independently may protect their rights in the Software in the event of any infringement. All rights not
13 expressly granted to Customer are reserved solely to HP or its suppliers.

14 4. ACCEPTANCE - Customer accepts Software upon delivery.

15 5. UPGRADES - Software Versions or maintenance updates, if available, may be ordered
16 separately or may be available through Software Support. HP reserves the right to require additional
17 licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the
18 Software in conjunction with upgraded Hardware or Software. When Customer obtains a license for a
19 new Software Version, Customer's Software License for the earlier Version shall terminate. Software
20 Versions are subject to the license terms in effect on the date that HP delivers or makes the Version
21 available to Customer.

22 6. LICENSE RESTRICTIONS

23 a. Use Restrictions. Customer may not exceed the number of licenses, agents, tiers, nodes,
24 seats, or other Use restrictions or authorizations agreed to and paid for by Customer. Some Software
25 may require license keys or contain other technical protection measures. Customer acknowledges that
26 HP may monitor Customer's compliance with Use restrictions and authorizations remotely, or otherwise.
27 If HP makes a license management program available which records and reports license usage
28 information, Customer agrees to appropriately install, configure and execute such license management
29 program beginning no later than one hundred and eighty (180) days from the date it is made available to
30 Customer and continuing for the period that the software is used.

31 b. Copy and Adaptation. Unless otherwise permitted by HP, Customer may only make
32 copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential
33 step in the authorized Use of the Software. If Customer makes a copy for backup purposes and installs
34 such copy on a backup device, unless otherwise provided in the Transaction Documents, Customer may
35 not operate such backup installation of the Software without paying an additional license fee, except in
36 cases where the original device becomes inoperable. If a copy is activated on a backup device in
37 response to failure of the original device, the Use on the backup device must be discontinued when the

1 original or replacement device becomes operable. Customer may not copy the Software onto or
2 otherwise Use or make it available on, to, or through any public or external distributed network.
3 Licenses that allow Use over Customer's intranet require restricted access by authorized users only.

4 c. Copyright Notice. Customer must reproduce all copyright notices that appear in or on
5 the Software (including documentation) on all permitted copies or adaptations. Copies of documentation
6 are limited to internal use.

7 d. Designated System. Notwithstanding anything to the contrary herein, the Software
8 License for certain Software, as identified in Transaction Documents, is non-transferable and for use
9 only on a computer system owned, controlled, or operated by or solely on behalf of Customer and may
10 be further identified by HP by the combination of a unique number and a specific system type
11 (“Designated System”) and such license will terminate in the event of a change in either the system
12 number or system type, an unauthorized relocation, or if the Designated System ceases to be within the
13 possession or control of Customer.

14 e. OS Software. Operating system Software may only be used when operating the
15 associated Hardware in configurations as approved, sold, or subsequently upgraded by HP or an
16 authorized HP business partner.

17 f. Changes. Customer will not modify, reverse engineer, disassemble, decrypt, decompile,
18 or make derivative works of the Software. Where Customer has other rights mandated under statute,
19 Customer will provide HP with reasonably detailed information regarding any intended modifications,
20 reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.

21 g. Use for Service Provision Extending the Use of Software to any person or entity other
22 than Customer as a function of providing services, (i.e.; making the Software available through a
23 commercial timesharing or service bureau) must be authorized in writing by HP prior to such use and
24 may require additional licenses and fees.

25 7. LICENSE TERM AND TERMINATION - Unless otherwise specified in a Transaction
26 Document, the Software License granted Customer will be perpetual, provided however that HP may
27 terminate the Software License upon notice for failure to comply with these Terms. Immediately upon
28 termination of the Software License or upon expiration of any individual limited term license, Customer
29 will destroy the Software and all copies of the Software subject to the termination or expiration or return
30 them to HP. Customer shall remove and destroy or return to HP any copies of the Software that are
31 merged into adaptations, except for individual pieces of data in Customer's database. Customer may
32 retain one copy of the Software subsequent to termination solely for archival purposes only. At HP's
33 request, Customer will certify in writing to HP that Customer has complied with these requirements.

34 8. LICENSE TRANSFER - Customer may not sublicense, assign, transfer, rent, or lease the
35 Software or the Software License to any other party except as permitted in this section. Except as
36 provided in sub-section C.6.d above, HP Branded Software licenses are transferable subject to HP's
37 prior written authorization and payment to HP of any applicable fees or compliance with applicable

1 third party terms. Upon transfer of the Software License, Customer's rights under the License will
2 terminate and Customer will immediately deliver the Software and all copies to the transferee. The
3 transferee must agree in writing to the terms of the Software License, and, upon such agreement, the
4 transferee will be considered the "Customer" for purposes of the license terms. Customer may transfer
5 firmware only upon transfer of the associated Hardware.

6 9. U.S. FEDERAL GOVERNMENT USE - If the Software is licensed for use in the
7 performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with
8 FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and
9 technical data for commercial items are licensed under HP's standard commercial license.

10 10. COMPLIANCE - Customer agrees that HP may audit Customer's compliance with the
11 Software License terms. Any such audit would be at HP's expense, require reasonable notice, and would
12 be performed during normal business hours. If an audit reveals underpayments then Customer will
13 immediately pay HP such underpayments together with the costs reasonably incurred by HP in
14 connection with the audit and seeking compliance with this sub-section.

15 11. WARRANTY - HP Branded Software will materially conform to its Specifications. If a
16 warranty period is not specified for HP Branded Software, the warranty period will be ninety (90) days
17 from the delivery date.

18 12. VIRUS WARRANTY - HP warrants that any physical media containing HP Branded
19 Software will be shipped free of viruses.

20 13. WARRANTY LIMITATION - HP does not warrant that the operation of Software will be
21 uninterrupted or error free, or that Software will operate in Hardware and Software combinations other
22 than as expressly required by HP in the Product Specifications or that Software will meet requirements
23 specified by Customer.

24 14. EXCLUSIVE REMEDIES - If notified of a valid warranty claim during the warranty
25 period, HP will, at its option, correct the warranty defect for HP Branded Software, or replace such
26 Software. If HP is unable, within a reasonable time, to complete the correction, or replace such
27 Software, Customer will be entitled to a refund of the purchase price paid upon prompt return of such
28 Software to HP. Customer will pay expenses for return of such Software to HP. HP will pay expenses
29 for shipment of repaired or replacement Software to Customer. This sub-section C.14 states HP's entire
30 liability for warranty claims.

31 15. IMPLIED LICENSE - There are no implied licenses.

32 16. FREWARE AND OPEN SOURCE - Notwithstanding other statements in these Terms,
33 Software licensed without fee or charge also referred to as Freeware and/or Open Source is provided
34 "AS IS" without any warranties or indemnities of any kind. Software provided under any open source
35 licensing model is governed solely by such open source licensing terms which will prevail over these
36 Terms.

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1 **D. HP SUPPORT TERMS**

2 1. SUPPORT SERVICES

3 a. Description of Support. HP will deliver Support according to the description of the
4 offering, eligibility requirements, service limitations, and Customer responsibilities described in the
5 relevant Transaction Documents.

6 b. Ordering Support. Customer may order Support:

7 1) at the time of Product purchase, or prior to installation of Products for which
8 Support is being purchased, for a fixed term (may be referred to as “HP Care Pack”);

9 2) after the time of Product purchase, for either a fixed term or an initial term that may
10 be renewed (may be referred to as “HP Contractual Services”);

11 3) on a per-event basis; or

12 4) at any time, when agreed non-standard Support has been offered by HP for the
13 Customer according to a Statement of Work (also known as “Custom Support”) or as otherwise offered
14 by HP.

15 c. If Customer cancels prepaid Support, HP will refund Customer a pro-rata amount for
16 the unused prepaid Support, less any early termination fees or subject to any restrictions set forth in a
17 Transaction Document.

18 d. Return to Support. If Customer allows Support to lapse, additional fees may be required
19 to resume Support or Customer may be required to perform certain hardware or software upgrades. HP
20 will review and assess whether such fees are required, and explain these to HP Business Partner and
21 Customer at the time of the request to return to Support.

22 e. Local Availability. Customer may order Support from HP's current Support offerings.
23 Some offerings, features, and coverage (and related Products) may not be available in all countries or
24 areas.

25 f. Support Warranty. HP warrants that it will perform Support using generally recognized
26 commercial practices and standards.

27 g. Exclusive Remedies. HP will re-perform Support not performed in accordance with the
28 warranty herein. This sub-section D.1.g states HP's entire liability for Support warranty claims.

29 2. PRICING, SERVICES, AVAILABILITY, AND INVOICING

30 a. Pricing. Except for prepaid Support or as otherwise stated in a Transaction Document,
31 HP may change Support prices upon sixty (60) day written notice.

32 b. Additional Services. Additional services performed by HP at Customer's request that
33 are not included in Customer's purchased Support will be chargeable at the applicable published service
34 rates for the country where the service is performed. Such additional services include but are not limited
35 to:

36 1) Customer requests for Support after HP's local standard business hours (unless
37 Customer has specifically purchased after-hours coverage for the requested Support);

1 2) Customer requests for repair for damage or failure attributable to the causes
2 specified in sub-section A.2.d of the HP Base Terms (“Warranty Exclusions”); and

3 3) Customer requests for Support where Customer does not, in HP’s reasonable
4 determination, meet the applicable prerequisites and eligibility requirements for Support.

5 c. Local Availability. Support outside of the applicable HP coverage areas may be subject
6 to travel charges, longer response times, reduced restoration or repair commitments, and reduced
7 coverage hours.

8 d. Invoicing. Invoices for Support will be issued in advance of the Support period. HP
9 Support invoices and related documentation will be produced in accordance with HP system standards.
10 Additional levels of detail requested by Customer may be chargeable.

11 3. SITE AND PRODUCT ACCESS - Customer shall provide HP access to the Products
12 covered under Support; adequate working space and facilities within a reasonable distance of the
13 Products; access to and use of information, customer resources, and facilities as reasonably determined
14 necessary by HP to service the Products; and other access requirements described in the relevant
15 Transaction Document. If Customer fails to provide such access, resulting in HP’s inability to provide
16 Support, HP shall be entitled to charge Customer for the Support call at HP’s published service rates.
17 Customer is responsible for removing any Products ineligible for Support to allow HP to perform
18 Support. If delivery of Support is made more difficult because of ineligible Products, HP will charge
19 Customer for the extra work at HP’s published service rates.

20 4. STANDARD SUPPORT PRODUCT ELIGIBILITY

21 a. Minimum Configuration for Support. Customer must purchase the same level of
22 Support and for the same coverage period for: all Products within a minimum supportable system unit
23 (i.e. all components within a server, storage, or network device) to allow for proper execution of
24 standalone and operating system diagnostics for the configuration.

25 b. Eligibility. For initial and on-going Support eligibility Customer must maintain all
26 Products and associated hardware and software at the latest HP-specified configuration and revision
27 levels and in HP’s reasonable opinion, in good operating condition.

28 c. Modifications. Customer will allow HP, at HP’s request and at no additional charge, to
29 modify Products to improve operation, supportability, and reliability, or to meet legal requirements.

30 d. Loaner Units. HP maintains title and Customer shall have risk of loss or damage for
31 loaner units if provided at HP’s discretion as part of Support or warranty services and such units will be
32 returned to HP without lien or encumbrance at the end of the loaner period.

33 e. Relocation. Customer is responsible for moving Products. If Customer moves the
34 Products to a new location, HP may charge additional Support fees and modify the response times, and
35 Customer may be required to execute amended or new Transaction Documents. If Customer moves
36 Products to another country, Support shall be subject to availability in the destination country.
37 Reasonable advanced notice to HP may be required to begin Support for some Products after relocation.

1 f. Maximum Use Limitations. Certain Products have a maximum usage limit, which is set
 2 forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such
 3 Products within the maximum usage limit.

4 g. Multi-Vendor Support. HP provides Support for certain non-HP Branded Products. The
 5 relevant Transaction Document will specify availability and coverage levels, and govern delivery of
 6 multi-vendor Support, whether or not the non-HP Branded Products are under warranty. HP may
 7 discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide
 8 support for such Products.

9 5. PROPRIETARY SERVICE TOOLS - HP will require Customer's use of certain system and
 10 network diagnostic and maintenance programs ("Proprietary Service Tools") for delivery of Support
 11 under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property
 12 of HP, are provided "as is," and include, but are not limited to: remote fault management software,
 13 network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known
 14 as "ISEE"). Proprietary Service Tools may reside on the Customer's systems or sites. Customer may
 15 only use the Proprietary Service Tools during the applicable Support coverage period and only as
 16 allowed by HP. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the
 17 Proprietary Service Tools. Upon termination of Support, Customer will return the Proprietary Service
 18 Tools or allow HP to remove these Proprietary Service Tools. Customer will also be required to:

19 a. allow HP to keep the Proprietary Service Tools resident on Customer's systems or sites,
 20 and assist HP in running them;

21 b. install Proprietary Service Tools, including installation of any required updates and
 22 patches;

23 c. use the electronic data transfer capability to inform HP of events identified by the
 24 software;

25 d. if required, purchase HP-specified remote connection hardware for systems with
 26 remote diagnosis service; and

27 e. provide remote connectivity through an HP approved communications line.

28 6. CUSTOMER RESPONSIBILITIES

29 a. Data Backup. To reconstruct lost or altered Customer files, data, or programs,
 30 Customer must maintain a separate backup system or procedure that is not dependent on the Products
 31 under Support.

32 b. Temporary Workarounds. Customer will implement temporary procedures or
 33 workarounds provided by HP while HP works on permanent solutions.

34 c. Hazardous Environment. Customer will notify HP if Customer uses Products in an
 35 environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may
 36 require Customer to maintain such Products under HP supervision and may postpone service until
 37 Customer remedies such hazards.

1 d. Authorized Representative. Customer will have a representative present when HP
2 provides Support at Customer's site.

3 e. Product List. Customer will create and maintain a list of all Products under Support
4 including: the location of the Products, serial numbers, the HP-designated system identifiers, and
5 coverage levels. Customer shall keep the list updated during the applicable Support period.

6 f. Documentation. If Customer purchases a Support offering that includes documentation
7 updates, Customer may copy such updates only for systems under such coverage. Copies must include
8 appropriate HP Trademark and copyright notices.

9 7. SUPPORTED SOFTWARE - Customer may purchase available Support for HP Branded
10 Software only if Customer can provide evidence it has rightfully acquired an appropriate HP license for
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15 HP Branded Software is used with Hardware or Software included in HP-specified configurations at the
16 specified Version level.

17 8. ACCESSORIES AND PARTS AND MISCELLANEOUS

18 a. Compatible Cables and Connectors. Customer will connect Products covered under
19 Support with cables or connectors (including fiber optics if applicable) that are compatible with the
20 system, according to the manufacturer's operating manual.

21 b. Support for Accessories. HP may provide Support for cables, connectors, interfaces,
22 and other accessories if Customer purchases
23 Support for such accessories at the same Hardware service level purchased for the Products with which
24 they are used.

25 c. Consumables. Support does not include the delivery, return, replacement, or installation
26 of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media,
27 print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.

28 d. Replacement Parts. Parts provided under Support may be whole unit replacements or be
29 new or functionally equivalent to new in performance and reliability and warranted as new. Replaced
30 parts become the property of HP, unless HP agrees otherwise and Customer pays any applicable
31 charges.

32 e. Service Providers. HP reserves the right and Customer agrees to HP's use of HP-
33 authorized service providers to assist in the provision of Support.

34 9. ACCESS TO HP SOLUTION CENTER AND IT RESOURCE CENTER

35 a. Designated Callers. Customer will identify a reasonable number of callers, as
36 determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call
37 centers ("Solution Centers").

1 b. Qualifications. Designated Callers must be generally knowledgeable and demonstrate
 2 technical aptitude in system administration, system management, and, if applicable, network
 3 administration and management and diagnostic testing. HP may review and discuss with Customer any
 4 Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution
 5 Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general
 6 experience and training, the Customer may be required to replace that Designated Caller. All Designated
 7 Callers must have the proper system identifier as provided in the Transaction Documents or by HP when
 8 Support is initiated. HP Solution Centers may provide support in English or local language(s), or both.

9 c. HP IT Resource Center. HP IT Resource Center is available via the worldwide web for
 10 certain types of Support. Customer may access specified areas of the HP IT Resource Center. File
 11 Transfer Protocol access is required for some electronic services. Customer employees who submit HP
 12 Solution Center service requests via the HP IT Resource Center must meet the qualifications set forth in
 13 sub-section D.9.b above.

14 d. Telecommunication Charges. Customer will pay for all telecommunication charges
 15 associated with using HP IT Resource Center, installing and maintaining ISDN links and Internet
 16 connections (or HP-approved alternatives) to the HP Solution Center, or using the Proprietary Service
 17 Tools.

18
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21
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3 such Third Party End User.

4 b. The Client-Hosted Solution Provider may use and access the Solution in an end user
5 Customer capacity, but may not use the Programs for any other internal use, except as set forth in
6 Section 2a) above. The Program licenses may not be resold, assigned or transferred to any other entity,
7 except as otherwise authorized by IBM.

8 c. The Client-hosted Solution Provider must be sufficiently licensed to provide CSP
9 Services for all Third Party End Users and Client-Hosted Solution Provider users in compliance with the
10 terms of the Agreement. For example, if the Program is licensed under a Processor Value Unit metric,
11 the Client-Hosted Solution Provider must be licensed to no fewer Processor Value Units than the total
12 required for all Programs deployed within the Client-Hosted Solution Provider's Solution environment.

13 d. All copies of the Programs used to provide CSP Services must always reside on the
14 Client-hosted Solution Provider's servers, or servers managed by a third party hosting service on behalf
15 of the Client-Hosted Solution Provider and may never be downloaded or copied by Third Party End
16 Users.

17 e. The Client-Hosted Solution Provider must implement adequate controls on physical
18 access, communications, and software access to prevent Third Party End Users from reading,
19 displaying, copying or transmitting the actual code or documentation of the Programs.

20 f. Client-Hosted Solution Provider must ensure that anyone they authorize to use a
21 Program, does so only under an end user agreement that includes terms no less restrictive than Client-
22 Hosted Solution Provider's regarding the Licenses.

23 Q. Client-hosted Solution Provider Audit Rights

24 1. Client-hosted Solution Providers is notified that Cerner, IBM, or a third party auditor, have
25 the right to audit the Client-hosted Solution Provider's systems and/or Third Party End User(s) to
26 demonstrate compliance with the terms of the Agreement and that the result of such audit, if done by
27 other than IBM, may be shared with IBM upon request.

28 2. Client-hosted Solution Provider must inform its Third Party End User(s) that it has the right
29 to conduct an audit of such Third Party End User's use of the Programs. Upon Cerner's request, each
30 Client-hosted Solution provider must prepare and submit a report that includes the results of an audit
31 such Client-hosted Solution Provider has conducted of each of its Third Party End Users. Client-hosted
32 Solution Provider shall make such reports available to IBM upon request with all supporting
33 documentation/data outputs.

34 3. If IBM determines that a Client-hosted Solution Provider is not in compliance with the
35 terms of this Attachment or the Agreement, IBM may terminate such Client-hosted Solution Providers
36 right to provide CSP Services after providing a reasonable cure period.

37 R. Geographic Scope and Governing Law

1 1. Governing Law

2 Both parties agree to the application of the laws of the country in which Licensee obtained the Program
3 license to govern, interpret, and enforce all of Licensee's and IBM's respective rights, duties, and
4 obligations arising from, or relating in any manner to, the subject matter of this Agreement, without
5 regard to conflict of law principles.

6 2. The United Nations Convention on Contracts for the International Sale of Goods does not
7 apply.

8 Jurisdiction - All rights, duties, and obligations are subject to the courts of the country in which
9 Licensee obtained the Program license.

10 **Part 2 – Country-unique Terms**

11 A. For licenses granted in the countries specified below, the following terms replace or modify the
12 referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain
13 unchanged and in effect. This Part 2 is organized as follows:

- 14 1. Multiple country amendments to Part 1, Section 16 (Governing Law and Jurisdiction);
- 15 2. Americas country amendments to other Agreement terms;
- 16 3. Asia Pacific country amendments to other Agreement terms; and
- 17 4. Europe, Middle East, and Africa country amendments to other Agreement terms.

18 B. Multiple country amendments to Part 1, Section 16 (Governing Law and Jurisdiction)

19 C. Governing Law - The phrase "the laws of the country in which Licensee obtained the Program
20 license" in the first paragraph of 16.1 Governing Law is replaced by the following phrases in the
21 countries below:

22 1. AMERICAS

- 23 a. in Canada: the laws in the Province of Ontario;
- 24 b. in Mexico: the federal laws of the Republic of Mexico;
- 25 c. in the United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands,
26 Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and
27 Saint Vincent and the Grenadines: the laws of the State of New York, United States;
- 28 d. in Venezuela: the laws of the Bolivarian Republic of Venezuela;

29 2. ASIA PACIFIC

- 30 a. in Cambodia and Laos: the laws of the State of New York, United States;
- 31 b. in Australia: the laws of the State or Territory in which the transaction is performed;
- 32 c. in Hong Kong SAR and Macau SAR: the laws of Hong Kong Special Administrative
33 Region (" SAR");
- 34 d. in Taiwan: the laws of Taiwan

35 3. EUROPE, MIDDLE EAST, AND AFRICA

- 36 a. in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia,
37 Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova,

1 Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and
2 Uzbekistan: the laws of Austria;

3 b. in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African
4 Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial
5 Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast,
6 Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger,
7 Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the laws of France;

8 c. in Estonia, Latvia, and Lithuania: the laws of Finland;

9 d. in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan,
10 Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao
11 Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the
12 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
14 Africa.

15 D. Jurisdiction - The following paragraph pertains to jurisdiction and replaces Subsection 16.2
16 (Jurisdiction) as it applies for those countries identified in bold below:

17 1. All rights, duties, and obligations are subject to the courts of the country in which Licensee
18 obtained the Program license except that in the countries identified below all disputes arising out of or
19 related to this Agreement, including summary proceedings, will be brought before and subject to the
20 exclusive jurisdiction of the following courts of competent jurisdiction:

21 a. AMERICAS

22 1) in Argentina: the Ordinary Commercial Court of the city of Buenos Aires;
23 2) in Brazil: the court of Rio de Janeiro, RJ;
24 3) in Chile: the Civil Courts of Justice of Santiago;
25 4) in Ecuador: the civil judges of Quito for executory or summary proceedings (as
26 applicable);

27 5) in Mexico: the courts located in Mexico City, Federal District;

28 6) in Peru: the judges and tribunals of the judicial district of Lima, Cercado;

29 7) in Uruguay: the courts of the city of Montevideo;

30 8) in Venezuela: the courts of the metropolitan area of the city of Caracas;

31 b. EUROPE, MIDDLE EAST, AND AFRICA

32 1) in Austria: the court of law in Vienna, Austria (Inner-City);

33 2) in Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African
34 Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial
35 Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast,
36 Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco,

37 //

1 3) New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and
2 Wallis and Futuna: the Commercial Court of Paris;

3 4) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan,
4 Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao
5 Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the
6 United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the English courts;

7 5) in South Africa, Namibia, Lesotho, and Swaziland: the High Court in
8 Johannesburg;

9 6) in Greece: the competent court of Athens;

10 7) in Israel: the courts of Tel Aviv-Jaffa;

11 8) in Italy: the courts of Milan;

12 9) in Portugal: the courts of Lisbon;

13 10) in Spain: the courts of Madrid; and

14 11) in Turkey: the Istanbul Central Courts and Execution Directorates of Istanbul, the
15 Republic of Turkey.

16 E. Arbitration - The following paragraph is added as a new Subsection 16.3 (Arbitration) as it
17 applies for those countries identified in bold below.

18 1. The provisions of this Subsection 16.3 prevail over those of Subsection 16.2 (Jurisdiction)
19 to the extent permitted by the applicable governing law and rules of procedure:

20 a. ASIA PACIFIC

21 (1) In Cambodia, India, Indonesia, Laos, Philippines, and Vietnam: Disputes arising out of or in
22 connection with this Agreement will be finally settled by arbitration which will be held in Singapore in
23 accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules")
24 then in effect. The arbitration award will be final and binding for the parties without appeal and will be
25 in writing and set forth the findings of fact and the conclusions of law.

26
27 The number of arbitrators will be three, with each side to the dispute being entitled to appoint one
28 arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as
29 chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the
30 SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from
31 the stage they were at when the vacancy occurred.

32
33 If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other
34 party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator
35 was validly and properly appointed. All proceedings will be conducted, including all documents
36 presented in such proceedings, in the English language. The English language version of this Agreement
37 prevails over any other language version.

1 (2) In the People's Republic of China:
2

3 In case no settlement can be reached, the disputes will be submitted to China International Economic
4 and Trade Arbitration Commission for arbitration according to the then effective rules of the said
5 Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The
6 arbitration award will be final and binding on both parties. During the course of arbitration, this
7 agreement will continue to be performed except for the part which the parties are disputing and which is
8 undergoing arbitration.
9

10 b. EUROPE, MIDDLE EAST, AND AFRICA

11 (3) In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former
12 Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro,
13 Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:
14

15 All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally
16 settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal
17 Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these
18 rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will
19 be English. The decision of the arbitrators will be final and binding upon both parties. Therefore,
20 pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the
21 application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a
22 competent court in the country of installation.
23

24 (4) In Estonia, Latvia, and Lithuania:
25

26 All disputes arising in connection with this Agreement will be finally settled in arbitration that will be
27 held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party
28 will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot
29 agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.
30

31 c. AMERICAS COUNTRY AMENDMENTS

32 CANADA
33

34 10.1 Items for Which IBM May be Liable
35
36
37

1 The following replaces Item 1 in the first paragraph of this Subsection 10.1 (Items for Which IBM May
2 be Liable):

3
4 1) damages for bodily injury (including death) and physical harm to real property and tangible personal
5 property caused by IBM's negligence; and

6
7 13. General

8 The following replaces Item 13.d:

9
10 d. Licensee agrees to comply with all applicable export and import laws and regulations, including
11 those of that apply to goods of United States origin and that prohibit or limit export for certain
12 uses or to certain users.

13
14 The following replaces Item 13.i:

15 i. No right or cause of action for any third party is created by this Agreement or any transaction
16 under it, nor is IBM responsible for any third party claims against Licensee except as permitted
17 by the Limitation of Liability section above for bodily injury (including death) or physical harm
18 to real or tangible personal property caused by IBM's negligence for which IBM is legally liable
19 to that third party.

20
21 The following is added as Item 13.m:

22
23 m. For purposes of this Item 13.m, "Personal Data" refers to information relating to an identified or
24 identifiable individual made available by one of the parties, its personnel or any other individual
25 to the other in connection with this Agreement. The following provisions apply in the event that
26 party makes Personal Data available to the other:

27
28 (1) General

29 (a) Each party is responsible for complying with any obligations applying to it under
30 applicable Canadian data privacy laws and regulations ("Laws").

31
32 (b) Neither party will request Personal Data beyond what is necessary to fulfill the
33 purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be
34 reasonable. Each party will agree in advance as to the type of Personal Data that is
35 required to be made available.

36 //

37 //

1 (2) Security Safeguards

2 (a) Each party acknowledges that it is solely responsible for determining and
3 communicating to the other the appropriate technological, physical and organizational
4 security measures required to protect Personal Data.

5
6 (b) Each party will ensure that Personal Data is protected in accordance with the security
7 safeguards communicated and agreed to by the other.

8
9 (c) Each party will ensure that any third party to whom Personal Data is transferred is
10 bound by the applicable terms of this section.

11
12 (d) Additional or different services required to comply with the Laws will be deemed a
13 request for new services.

14 (3) Use

15 Each party agrees that Personal Data will only be used, accessed, managed, transferred,
16 disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was
17 made available.

18
19 (4) Access Requests

20 (a) Each party agrees to reasonably cooperate with the other in connection with requests
21 to access or amend Personal Data.

22
23 (b) Each party agrees to reimburse the other for any reasonable charges incurred in
24 providing each other assistance.

25
26 (c) Each party agrees to amend Personal Data only upon receiving instructions to do so
27 from the other party or its personnel.

28
29 (5) Retention

30 Each party will promptly return to the other or destroy all Personal Data that is no longer
31 necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed
32 by the other or its personnel or required by law.

33 (6) Public Bodies Who Are Subject to Public Sector Privacy Legislation For Customers who are
34 public bodies subject to public sector privacy legislation, this Item 13.m applies only to Personal
35 Data made available to Customer in connection with this Agreement, and the obligations in this
36 section apply only to Customer, except that: 1) section (2)(a) applies only to IBM; 2) sections
37

1 (1)(a) and (4)(a) apply to both parties; and 3)section (4)(b) and the last sentence in (1)(b) do not
2 apply.

3 PERU

4
5 10. Limitation of Liability

6
7 The following is added to the end of this Section 10 (Limitation of Liability):

8
9 Except as expressly required by law without the possibility of contractual waiver, Licensee and IBM
10 intend that the limitation of liability in this Limitation of Liability section applies to damages caused by
11 all types of claims and causes of action. If any limitation on or exclusion from liability in this section is
12 held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause
13 of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law
14 to all other claims and causes of action.

15
16 10.1 Items for Which IBM May be Liable

17
18 The following is added at the end of this Subsection 10.1:

19
20 In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in
21 this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence
22 ("culpa inexcusable").

23
24 UNITED STATES OF AMERICA:

25
26 5. Taxes

27 The following is added at the end of this Section 5 (Taxes) For Programs delivered electronically in the
28 United States for which Licensee claims a state sales and use tax exemption, Licensee agrees not to
29 receive any tangible personal property (e.g., media and publications) associated with the electronic
30 program.

31
32 Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result of
33 Licensee's subsequent redistribution of Programs after delivery by IBM.

34
35 13. General

36 The following is added to Section 13 as Item 13.m:

37 //

1 U.S. Government Users Restricted Rights – Use, duplication or disclosure is restricted by the GSA IT
2 Schedule 70 Contract with the IBM Corporation.

3
4 The following is added to Item 13.f:

5
6 Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

7
8 ASIA PACIFIC COUNTRY AMENDMENTS

9
10 AUSTRALIA:

11
12 5. Taxes

13 The following sentences replace the first two sentences of Section 5 (Taxes):

14
15 If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this
16 Agreement or on the Program itself, that is not otherwise provided for in the amount payable, Licensee
17 agrees to pay it when IBM invoices Licensee. If the rate of GST changes, IBM may adjust the charge or
18 other amount payable to take into account that change from the date the change becomes effective.

19
20 8.1 Limited Warranty

21 The following is added to Subsection 8.1 (Limited Warranty):

22
23 The warranties specified this Section are in addition to any rights Licensee may have under the Trade
24 Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable
25 legislation.

26
27 10.1 Items for Which IBM May be Liable

28 The following is added to Subsection 10.1 (Items for Which IBM Maybe Liable):

29
30 Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's
31 liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where
32 that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind
33 ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations
34 in this paragraph apply.

35 //

36 //

37 //

1 HONG KONG SAR, MACAU SAR, AND TAIWAN

2 As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this
3 Agreement containing the word "country" (for example, "the country in which the original Licensee was
4 granted the license" and "the country in which Licensee obtained the Program license") are replaced with
5 the following:

- 6 (1) In Hong Kong SAR: "Hong Kong SAR"
- 7 (2) In Macau SAR: "Macau SAR" except in the Governing Law clause (Section 16.1)
- 8 (3) In Taiwan: "Taiwan."

9
10 INDIA11
12 10.1 Items for Which IBM May be Liable

13 The following replaces the terms of Items 1 and 2 of the first paragraph:

14 1) liability for bodily injury (including death) or damage to real property and tangible personal property
15 will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any
16 situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this
17 Agreement, IBM's liability will be limited to the charge paid by Licensee for the individual Program
18 that is the subject of the claim.

19
20 13. General

21 The following replaces the terms of Item 13.g:

22
23 If no suit or other legal action is brought, within three years after the cause of action arose, in respect of
24 any claim that either party may have against the other, the rights of the concerned party in respect of
25 such claim will be forfeited and the other party will stand released from its obligations in respect of such
26 claim.

27
28 INDONESIA29
30 3.3 Term and Termination

31 The following is added to the last paragraph:

32
33 Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article
34 provision requires such court decree for the termination of an agreement creating mutual obligations.

35 //

36 //

37 //

1 JAPAN

2
3 13. General

4 The following is inserted after Item 13.f:

5
6 Any doubts concerning this Agreement will be initially resolved between us in good faith and in
7 accordance with the principle of mutual trust.

8
9 MALAYSIA

10
11 10.2 Items for Which IBM Is not Liable

12
13 The word "SPECIAL" in Item 10.2b is deleted.

14
15 NEW ZEALAND

16
17 8.1 Limited Warranty

18
19 The following is added:

20
21 The warranties specified in this Section are in addition to any rights Licensee may have under the
22 Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer
23 Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if Licensee requires
24 the goods for the purposes of a business as defined in that Act.

25
26 10. Limitation of Liability

27 The following is added:

28
29 Where Programs are not obtained for the purposes of a business as defined in the Consumer Guarantees
30 Act 1993, the imitations in this Section are subject to the limitations in that Act.

31
32 PEOPLE'S REPUBLIC OF CHINA

33
34 1. Charges

35 The following is added:

36 //

37 //

1 All banking charges incurred in the People's Republic of China will be borne by Licensee and those
2 incurred outside the People's Republic of China will be borne by IBM.

3
4 PHILIPPINES

5
6 10.2 Items for Which IBM Is not Liable

7 The following replaces the terms of Item 10.2b:

8
9 b. special (including nominal and exemplary damages), moral, incidental, or indirect damages or
10 for any economic consequential damages; or

11
12 SINGAPORE

13
14 10.2 Items for Which IBM Is not Liable

15
16 The words "SPECIAL" and "ECONOMIC" are deleted from Item 10.2b.

17
18 13. General

19 The following replaces the terms of Item 13.i:

20
21 Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 10
22 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under
23 the Contracts (Right of Third Parties) Act to enforce any of its terms.

24
25 TAIWAN

26
27 8.1 Limited Warranty

28
29 The last paragraph is deleted.

30
31 10.1 Items for Which IBM May Be Liable

32 The following sentences are deleted:

33
34 This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for
35 which IBM and its subcontractors and Program developers are collectively responsible.

36 //

37 //

1 EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS

2
3 EUROPEAN UNION MEMBER STATES

4
5 8. Warranty and Exclusions

6 The following is added to Section 8 (Warranty and Exclusion):

7
8 In the European Union ("EU"), consumers have legal rights under applicable national legislation
9 governing the sale of consumergoods. Such rights are not affected by the provisions set out in this
10 Section 8 Warranty and Exclusions. The territorial scope of the Limited Warranty is worldwide.

11
12 EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

13
14 Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted
15 local data privacy or protection legislation similar to the EU model.

16
17 13. General

18 The following replaces Item 13.e:

19
20 (1) Definitions – For the purposes of this Item 13.e, the following additional definitions apply:

21
22 (a) Business Contact Information – business-related contact information disclosed by Licensee to
23 IBM, including names, job titles, business addresses, telephone numbers and email addresses of
24 Licensee's employees and contractors. For Austria, Italy and Switzerland, Business Contact
25 Information also includes information about Customer and its contractors as legal entities (for
26 example, Customer's revenue data and other transactional information)

27
28 (b) Business Contact Personnel – Licensee employees and contractors to whom the Business
29 Contact Information relates.

30
31 (c) Data Protection Authority – the authority established by the Data Protection and Electronic
32 Communications Legislation in the applicable country or, for non-EU countries, the authority
33 responsible for supervising the protection of personal data in that country, or (for any of the
34 foregoing) any duly appointed successor entity thereto.

35 (d) Data Protection & Electronic Communications Legislation – (i) the applicable local
36 legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on
37 the protection of individuals with regard to the processing of personal data and on the free

1 movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal
2 data and the protection of privacy in the electronic communications sector); or (ii) for non-EU
3 countries, the legislation and/or regulations passed in the applicable country relating to the
4 protection of personal data and the regulation of electronic communications involving personal
5 data, including (for any of the foregoing) any statutory replacement or modification thereof.

6
7 (e) IBM Group – International Business Machines Corporation of Armonk, New York, USA, its
8 subsidiaries, and their respective Business Partners and subcontractors.

9
10 (2) Licensee authorizes IBM:

11
12 (a) to process and use Business Contact Information within IBM Group in support of Licensee
13 including the provision of support services, and for the purpose of furthering the business
14 relationship between Licensee and IBM Group, including, without limitation, contacting
15 Business Contact Personnel (by email or otherwise) and marketing IBM Group products and
16 services (the "Specified Purpose"); and

17
18 (b) to disclose Business Contact Information to other members of IBM Group in pursuit of the
19 Specified Purpose only.

20
21 (3) Use

22 IBM agrees that all Business Contact Information will be processed in accordance with the Data
23 Protection & Electronic Communications Legislation and will be used only for the Specified
24 Purpose.

25
26 (4) Access Requests

27
28 To the extent required by the Data Protection & Electronic Communications Legislation,
29 Licensee represents that (a) it has obtained (or will obtain) any consents from (and has issued (or
30 will issue) any notices to) the Business Contact Personnel as are necessary in order to enable
31 IBM Group to process and use the Business Contact Information for the Specified Purpose.

32
33 (5) Retention

34
35 Licensee authorizes IBM to transfer Business Contact Information outside the European
36 Economic Area, provided that the transfer is made on contractual terms approved by the Data
37

1 Protection Authority or the transfer is otherwise permitted under the Data Protection &
2 Electronic Communications Legislation.

3
4 AUSTRIA

5
6 8.2 Exclusions

7 The following is deleted from the first paragraph:

8 MERCHANTABILITY, SATISFACTORY QUALITY

9
10 10. Limitation of Liability

11 The following is added:

12
13 The following limitations and exclusions of IBM's liability do not apply for damages caused by gross
14 negligence or willful misconduct.

15
16 10.1 Items for Which IBM May Be Liable

17 The following replaces the first sentence in the first paragraph:

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 10. Limitation of Liability

33 The following replaces the terms of Section 10 (Limitation of Liability) in its entirety:

34 Except as otherwise provided by mandatory law:

35
36 10.1 Items for Which IBM May Be Liable

37 //

1 IBM's entire liability for all claims in the aggregate for any damages and losses that may arise as a
2 consequence of the fulfillment of its obligations under or in connection with this Agreement or due to
3 any other cause related to this Agreement is limited to the compensation of only those damages and
4 losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such
5 obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges (if the
6 Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program
7 that has caused the damages.

8 The above limitation will not apply to damages for bodily injuries (including death) and damages to real
9 property and tangible personal property for which IBM is legally liable.

10 11 10.2 Items for Which IBM Is Not Liable

12
13 UNDER NO CIRCUMSTANCES IS IBM OR ANY OF ITS PROGRAM DEVELOPERS LIABLE
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16 ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS,
17 REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN
18 IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.

19 20 10.3 Suppliers and Program Developers

21 The limitation and exclusion of liability herein agreed applies not only to the activities performed by
22 IBM but also to the activities performed by its suppliers and Program developers, and represents the
23 maximum amount for which IBM as well as its suppliers and Program developers are collectively
24 responsible.

25
26 GERMANY

27 28 8.1 Limited Warranty

29 The following is inserted at the beginning of Section 8.1:

30
31 The Warranty Period is twelve months from the date of delivery of the Program to the original Licensee.

32 8.2 Exclusions

33
34 Section 8.2 is deleted in its entirety and replaced with the following:

35 Section 8.1 defines IBM's entire warranty obligations to Licensee except as otherwise required by
36 applicable statutory law.

37 //

1 10. Limitation of Liability

2 The following replaces the Limitation of Liability section in its entirety:

- 3
- 4 a. IBM will be liable without limit for 1) loss or damage caused by a breach of an express
5 guarantee; 2) damages or losses resulting in bodily injury (including death); and 3) damages
6 caused intentionally or by gross negligence.
- 7
- 8 b. In the event of loss, damage and frustrated expenditures caused by slight negligence or in breach
9 of essential contractual obligations, IBM will be liable, regardless of the basis on which Licensee
10 is entitled to claim damages from IBM (including fundamental breach, negligence,
11 misrepresentation, or other contract or tort claim), per claim only up to the greater of 500,000
12 euro or the charges (if the Program is subject to fixed term charges, up to 12 months' charges)
13 Licensee paid for the Program that caused the loss or damage. A number of defaults which
14 together result in, or contribute to, substantially the same loss or damage will be treated as one
15 default. In the event of loss, damage and frustrated expenditures caused by slight negligence,
16 IBM will not be liable for indirect or consequential damages, even if IBM was informed about
17 the possibility of such loss or damage.
- 18
- 19 d. In case of delay on IBM's part: 1) IBM will pay to Licensee an amount not exceeding the loss or
20 damage caused by IBM's delay and 2) IBM will be liable only in respect of the resulting
21 damages that Licensee suffers, subject to the provisions of Items a and b above.

22

23 13. General

24 The following replaces the provisions of 13.g:

25

26 Any claims resulting from this Agreement are subject to a limitation period of three years, except as
27 stated in Section 8.1 (Limited Warranty) of this Agreement.

28

29 The following replaces the provisions of 13.i:

30 No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for
31 any third party claims against Licensee, except (to the extent permitted in Section 10 (Limitation of
32 Liability)) for: i) bodily injury (including death); or ii) damage to real or tangible personal property for
33 which (in either case) IBM is legally liable to that third party.

34

35 IRELAND

36

37 8.2 Exclusions

1 The following paragraph is added:

2
3 Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893
4 as amended by the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act"), all conditions or
5 warranties (express or implied, statutory or otherwise) are hereby excluded including, without
6 limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act
7 (including, for the avoidance of doubt, Section 39 of the 1980 Act).

8 IRELAND AND UNITED KINGDOM

9
10 2. Agreement Structure

11
12 The following sentence is added:

13 Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

14
15 10.1 Items for Which IBM May Be Liable

16 The following replaces the first paragraph of the Subsection:

17
18 For the purposes of this section, a "Default" means any act, statement, omission or negligence on the
19 part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which
20 IBM is legally liable to Licensee, whether in contract or in tort. A number of Defaults which together
21 result in, or contribute to, substantially the same loss or damage will be treated as one Default.

22
23 Circumstances may arise where, because of a Default by IBM in the performance of its obligations
24 under this Agreement or other liability, Licensee is entitled to recover damages from IBM. Regardless
25 of the basis on which Licensee is entitled to claim damages from IBM and except as expressly required
26 by law without the possibility of contractual waiver, IBM's entire liability for any one Default will not
27 exceed the amount of any direct damages, to the extent actually suffered by Licensee as an immediate
28 and direct consequence of the default, up to the greater of (1) 500,000 euro (or the equivalent in local
29 currency) or (2) 125% of the charges (if the Program is subject to fixed term charges, up to 12 months'
30 charges) for the Program that is the subject of the claim. Notwithstanding the foregoing, the amount of
31 any damages for bodily injury (including death) and damage to real property and tangible personal
32 property for which IBM is legally liable is not subject to such limitation.

33
34 10.2 Items for Which IBM is Not Liable

35 The following replaces Items 10.2b and 10.2c:

36
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11
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21
 22 **PASS-THROUGH PROVISIONS**

23
 24 **1. Definitions.**

25 SenSage: means SenSage, Inc.

26 Agreement: means this End User License Agreement which consists of this Agreement, any
 27 attachments and any and all Order Forms executed by SenSage and Licensee which reference this
 28 Agreement.

29 Documentation: means any technical specification documentation generally made available by
 30 SenSage to its customers with regard to the Software.

31 Licensee: means the customer and end user of the Software identified in the applicable Order
 32 Form.

33 Order Form: means the SenSage purchase agreement under which the Software licenses and related
 34 services were purchased by Licensee.

35 Software: means the SenSage software products in object code form specified in an Order Form.
 36 "Software" shall also include any Updates and/or Upgrades to the same Software product provided to or

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2 are referred to collectively herein as "Software".

3 **2. License.**

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6 accordance with (i) the Documentation, (ii) this Agreement and (iii) any term, user, central processing
7 unit ("cpu"), computer, field of use or other restrictions set forth in the applicable Order Form.

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32 of the applicable invoice, unless otherwise specified in writing by SenSage. Licensee shall be
33 responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on
34 the net income of SenSage). Any late payments shall be subject to a service charge equal to 1.5% per
35 month of the amount due or the maximum amount allowed by law, whichever is less.

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1 **5. Term of Agreement.**

2 5.1 Term. This Agreement is effective as of the Effective Date and expires on the day that the term
3 of license for all Software licensed hereunder has expired (the “Term”).

4 5.2 Termination. Either party may terminate this Agreement (including all related Order
5 Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days
6 after written notice of such breach; (b) ceases operation without a successor; (c) or seeks protection
7 under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable
8 proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60)
9 days)). Termination is not an exclusive remedy and the exercise by either party of any remedy under this
10 Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or
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12 5.2 Survival. Upon any expiration or termination of this Agreement, Licensee shall cease any and
13 all use of the Software and destroy all copies thereof and so certify to SenSage in writing. Sections 2.4
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2 THE LIMITED WARRANTY PERIOD.

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4 specified and paid for by Licensee in the applicable Order Form. Support shall be provided subject to the
5 Support & Maintenance Terms attached hereto and incorporated into this Agreement by this reference.

6 **8. Professional Services.** SenSage shall provide the number of person-days of professional
7 consulting services (“Professional Services”) purchased in the applicable Order Form. The parties
8 acknowledge that the scope of the Professional Services provided hereunder consists solely of: (i)
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17 CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF
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20 DAMAGES IN ADVANCE. THIS SECTION 9.1 SHALL NOT APPLY TO LICENSEE WITH
21 RESPECT TO ANY CLAIM ARISING UNDER THE SECTIONS TITLED “LICENSE
22 RESTRICTIONS” OR “CONFIDENTIAL INFORMATION”.

23 9.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SENSAGE’S
24 ENTIRE LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED THE
25 AMOUNT ACTUALLY PAID BY LICENSEE TO SENSAGE UNDER THIS AGREEMENT.

26 9.3 The parties agree that the limitations specified in this Section 9 will survive and apply even if
27 any limited remedy specified in this Agreement is found to have failed of its essential purpose.

28 **10. Indemnification.** SenSage shall indemnify and hold harmless Licensee from and against any claim
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12 | **11. Confidential Information.** Each party agrees that all code, inventions, know-how, business,
13 | technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing
14 | Party") constitute the confidential property of the Disclosing Party ("Confidential Information"),
15 | provided that it is identified as confidential at the time of disclosure or should be reasonably known by
16 | the Receiving Party to be Confidential Information due to the nature of the information disclosed and the
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20 | confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure
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29 | Party that could not be remedied by the payment of damages alone and therefore that upon any such
30 | disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in
31 | addition to whatever remedies it might have at law.

32 | **12. General.**

33 | 12.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted
34 | successors and assigns. SenSage may assign this Agreement to any affiliate or to any assignee of all or
35 | substantially all of SenSage's assets (whether pursuant to a merger, change of control or otherwise).
36 | Licensee may not assign or transfer this Agreement, in whole or in part, without SenSage's written

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1 consent. Any attempt to transfer or assign this Agreement without such written consent will be null and
2 void.

3 12.2 Severability. If any provision of this Agreement shall be adjudged by any court of
4 competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum
5 extent necessary so that this Agreement shall otherwise remain in effect.

6 12.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the
7 State of California and the United States without regard to conflicts of laws provisions thereof, and
8 without regard to the United Nations Convention on the International Sale of Goods. Unless waived by
9 SenSage in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof
10 shall be the California state and United States federal courts located in San Francisco, California, and
11 both parties hereby submit to the personal jurisdiction of such courts.

12 12.4 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be
13 entitled to recover its attorneys' fees and costs in connection with such action.

14 12.5 Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set
15 forth above and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by
16 certified or registered U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day
17 delivery by a major commercial delivery service.

18 12.6 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall
19 be binding, unless executed in writing by a duly authorized representative of each party to this
20 Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this
21 Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized
22 representative on behalf of the party claimed to have waived. No provision of any purchase order or other
23 business form employed by Licensee will supersede the terms and conditions of this Agreement, and any
24 such document relating to this Agreement shall be for administrative purposes only and shall have no
25 legal effect.

26 12.7 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual
27 understanding of the parties and supersedes and cancels all previous written and oral agreements and
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33 for such audit costs only in the event the audit reveals a discrepancy, of five percent (5%) or greater, on
34 the part of Licensee.

35 12.9 Independent Contractors. The parties to this Agreement are independent contractors. There is
36 no relationship of partnership, joint venture, employment, franchise or agency created hereby between the
37 //

1 parties. Neither party will have the power to bind the other or incur obligations on the other party's
2 behalf without the other party's prior written consent.

3 12.10 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any
4 obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to
5 unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable
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7 by the government or other governmental agencies, in so far as such an event prevents or delays the
8 affected party from fulfilling its obligations and such party is not able to prevent or remove the
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18 ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL
19 PRIMETIME MEDICAL SOFTWARE, INC. BE LIABLE TO YOU FOR ANY SPECIAL,
20 CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR
21 LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF
22 PRIMETIME MEDICAL SOFTWARE, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF
23 SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR
24 EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE
25 ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. OTHER THAN REMEDIES
26 EXPRESSLY STATED ABOVE, IN NO CASE SHALL PRIMETIME MEDICAL SOFTWARE,
27 INC.'S LIABILITY EXCEED THE GREATER OF THE PURCHASE PRICE FOR THE SOFTWARE
28 SUBSCRIPTION OR US\$100.00.

29
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33 images, photographs, animation, video, audio, music, text, and applets incorporated into the Software),
34 the accompanying, printed materials and any copies of the Software are owned by Primetime Medical
35 Software, Inc. The Software is protected by copyright and trademark laws and international treaty
36 provisions. You must treat the Software like any other copyrighted work, and you may not copy the
37 printed materials accompanying the Software.

1 You may not remove, modify or alter any Primetime Medical Software copyright, trademark or other
2 proprietary notice from any part of the Software, including but not limited to any such notices contained
3 in the physical and/or electronic media or documentation, in the Instant Medical History Setup Wizard
4 dialog or 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled
5 notices, code or other embodiments originally contained in or dynamically or otherwise created by the
6 Software.

7
8 **U.S. GOVERNMENT RESTRICTED RIGHTS:**

9
10 Restricted rights legend. Use, duplication, or disclosure by the Government is subject to restrictions as
11 set forth in subparagraph I (1) (ii) of the Rights in Technical Data and Computer Software clause at
12 DFARS 252.227-7013 or subparagraphs I (1) and (2) of the Commercial Computer Software-Restricted
13 Rights clause at 48 CFR 52.227-19, as applicable, Primetime Medical Software, Inc., 4840 Forest Drive,
14 PMB 349 Columbia, SC 29206.

15
16 **TERMINATION:**

17
18 Primetime Medical Software, Inc. may terminate this EULA and your subscription at any time if you are
19 in breach of this EULA or the license terms. In the event of such termination, you will be sent notice at
20 your last known address.

21
22 **GENERAL:**

23
24 This EULA will be governed by the internal substantive laws of the State of South Carolina, United
25 States of America and the federal laws of the United States of America, without regard to conflict of laws
26 provisions, and expressly disclaims the United Nations Convention on Contracts for the International
27 Sale of Goods and the Uniform Computer Information Transactions Act. All disputes brought by you
28 relating to this EULA shall be subject to final and binding arbitration, brought in South Carolina, United
29 States of America under the auspices of the American Arbitration Association. You consent to
30 jurisdiction and venue in the state and federal courts located in Richland County, South Carolina. This
31 EULA may only be modified by a written license addendum.

32
33 **HEALTH LANGUAGE, INC.**
34 **PASS-THROUGH PROVISIONS**

35
36 **A. SUBLICENSE.** Health Language, Inc. (HLI) hereby grants a limited nonexclusive and
37 nontransferable sublicense for certain HLI Technology through the Sublicensor to the end-user

1 Sublicensee subject to a written agreement between Sublicensor and Sublicensee. Sublicensee
2 acknowledges that HLI owns the HLI Technology subject to the sublicense.

3
4 **2. PROTECTIONS AND NONDISCLOSURE.** Sublicensee agrees that it shall protect all
5 Intellectual properties in the HLI Technology, including without limitation, patents, copyrights, and
6 trade secrets. Further, Sublicensee shall not disclose any HLI Technology to any third parties, nor
7 reverse engineer any HLI Technology.

8 **3. WARRANTY DISCLAIMER.** ANY USE BY SUBLICENSEE OF THE HLI
9 TECHNOLOGY IS AT SUBLICENSEE'S OWN RISK. THE HLI TECHNOLOGY IS PROVIDED
10 FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT
11 PERMITTED BY LAW, HEALTH LANGUAGE, INC. AND ITS SUPPLIERS DISCLAIM ALL
12 WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT
13 LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A
14 PARTICULAR PURPOSE AND NONINFRINGEMENT.

15
16 **B. LIMITATION OF LIABILITY.** IN NO EVENT SHALL HEALTH LANGUAGE, INC. OR ITS
17 SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR
18 CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THE USE OR INABILITY TO
19 USE ANY PRODUCT AND HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY,
20 INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, EVEN IF SUCH
21 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT
22 SHALL HLI'S CUMULATIVE LIABILITY ARISING OUT OF THIS SUBLICENSE EXCEED THE
23 AMOUNTS ACTUALLY PAID BY SUBLICENSEE TO SUBLICENSOR OR HLI PURSUANT TO
24 THIS SUBLICENSE.

25 26 **SURESCRIPTS**

27 **A. Aggregator Customer Terms and Conditions of Use of the Surescripts network**

28 1. Terms and Conditions. By accessing the Surescripts network through software licensed
29 from Cerner Corporation ("Cerner"), the entity accessing or providing access to the Surescripts network
30 ("Cerner Customer") agrees to the following terms and conditions of use of the Surescripts network and
31 Surescripts Services (these "Terms"). At the direction of Surescripts, or as may be necessitated by
32 Cerner's agreement with Surescripts, Cerner may modify or supplement these Terms from time to time
33 and such modified or supplemented Terms shall become effective at the time set forth in such
34 modification or supplement.

35 2. Definitions:

36 a. "Applicable Law" means any and all applicable federal, state, local, common law,
37 rules, regulations, directives, and guidelines, including but not limited to the applicable provisions of the

1 following: the Health Insurance Portability and Accountability Act (“HIPAA”) and related regulations;
2 the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and related
3 regulations; the Anti-Kickback provisions of the Social Security Act and related regulations; and; state
4 and federal pharmacy laws and regulations.

5 b. “Confidential Information” means all confidential and/or proprietary information
6 disclosed to Cerner Customer by Surescripts, including products, software, materials, processes, ideas,
7 and techniques (whether or not reduced to writing): (i) which are not generally known in the relevant
8 industry or trade; (ii) which afford possessors of the information a commercial advantage over others
9 who do not have such information; (iii) which are considered trade secrets under Applicable Law;
10 and/or (iv) which, if utilized or disclosed by Cerner Customer, would place Surescripts at a competitive
11 or business disadvantage; these Terms; employee, customer and patient information and PHI;
12 accounting data; statistical data; development and marketing plans; strategies; forecasts; any and all
13 information and documentation deemed confidential or a trade secret under any federal, state, or local
14 statute or regulation; and the like, whether or not tangibly embodied in a document, model, specimen,
15 computer storage device, or other physical object; and any information obtained or accessed by Cerner
16 Customer, if not otherwise described above, is of a nature that a reasonable person would believe it to be
17 confidential.

18 c. “Data Source” means a (1) pharmacy, pharmacy chain, or entity that aggregates
19 information on behalf of pharmacies, or other similar entity which has entered into a written agreement
20 with Surescripts to allow access through the Surescripts network to information in its possession, or (2)
21 a pharmacy benefit manager, health benefit payor or administrator, or other similar entity which has
22 entered into a written agreement with Surescripts to allow access through the Surescripts network to
23 information in its possession.

24 d. “Participants” means all aggregators, value-added resellers, Data Sources, prescribers,
25 health care providers, and facilities, technology vendors, and other entities and individuals that have
26 entered into written agreements with Surescripts, either directly or indirectly, in order to access, provide,
27 or communicate through the Surescripts network.

28 e. “Prescriber End User” means an individual, located in the United States or a United
29 States territory, that: (1) is employed by, is an active member of the medical staff of, or is otherwise
30 performing healthcare services as a legally authorized representative of an Cerner Customer.; and (2) if
31 required by Applicable Law to be licensed, registered, or otherwise authorized by a Governmental
32 authority, is properly and duly licensed, registered, or otherwise authorized with the appropriate
33 Governmental authority to perform the applicable healthcare services.

34 f. “Prescribing Decision” means a prescriber’s decision to prescribe a certain
35 pharmaceutical or direct a patient to a certain pharmacy.

36 g. “Point of Care” means the place and time that a prescriber or his/her agent is in the act
37 of prescribing a pharmaceutical for a patient.

1 h. "Surescripts network" means the Surescripts proprietary technology for a secure,
2 nationwide, interoperable health information infrastructure, interfaces, functionality, and transaction
3 maps made available by Surescripts to Cerner Customer, through Cerner's software, pursuant to this
4 Agreement, as they may be further modified or developed by Surescripts from time to time.

5 3. Access to and Use of the Surescripts network. Cerner Customer shall designate each
6 Prescriber End User as such only after confirming that such individual or entity meets the definition of a
7 Prescriber End User set forth in Section 2.D above. Customer shall, at a minimum, employ NIST Level
8 of Assurance 2 identity-proofing and authentication processes before allowing any individual access to
9 the Surescripts network for electronic prescription of non-controlled substances (understanding that for
10 controlled substances a more rigorous level for identity proofing and authentication is established and
11 must be met pursuant to Applicable Law). Cerner Customer shall, and shall ensure that its Prescriber
12 End Users shall, access and utilize the Surescripts network only in accordance with these Terms. Cerner
13 Customer shall be responsible for ensuring that all messages transmitted via the Surescripts network
14 originate from Prescriber End Users who are licensed to use the application for the service(s) for which
15 Surescripts has certified Cerner Customer's licensed application, and who are registered with Cerner
16 Customer.

17 4. Confidentiality. Cerner Customer shall, and shall ensure that its Prescriber End Users shall,
18 keep confidential all Confidential Information.

19 5. Adherence to Applicable Law. Cerner Customer shall, and shall ensure that Prescriber End
20 Users shall, comply with Applicable Law, including ensuring that all necessary patient consents and
21 authorizations have been obtained.

22 6. Commercial Messaging Rules. Cerner Customer shall comply with the Surescripts
23 Commercial Messaging Rules, as follows:

24 a. General Limitation. Cerner Customer shall not, and shall ensure that Prescriber End
25 Users do not, use any means, program, or device, and shall not permit any person or entity to use any
26 means, program, or device, including, but not limited to, advertising, instant messaging, and pop-up ads,
27 to influence or attempt to influence, through economic incentives or otherwise, the Prescribing Decision
28 of a prescriber at the Point of Care if: (i) such means, program, or device (as described above) is
29 triggered by, initiated by, or is in specific response to, the input, selection, and/or act of a prescriber or
30 his/her agent prescribing a pharmaceutical or selecting a pharmacy for a patient; and (ii) that
31 prescription shall be delivered via the Surescripts network.

32 b. Exceptions to General Limitation. Notwithstanding the above Section III(d)(1)(A),
33 Cerner Customer and Prescriber End Users may: (A) show information regarding a payer's formulary
34 and benefit plan design, including patient lowest cost options, on/off tier, prior authorization, step
35 therapy, coverage status, and co-pay information; and/or (B) deliver or have delivered to Prescriber End
36 Users clinical alerts that are sourced from payers and/or are attributed to generally recognized and
37 reputable sources providing clinical information to the prescriber, even if, in the event of either (A) or

1 (B), such information influences the patient or prescriber's choice of pharmacy or other prescribing
2 decisions. In addition, in the event of either (A) or (B) above, Cerner Customer shall: (i) allow its
3 Prescriber End Users to access all pharmaceuticals known through generally available sources used in
4 the industry, and all pharmacies, including all retail and mail service pharmacy options available; and
5 (ii) not be designed to preclude a physician or patient from selecting any particular pharmacy or
6 pharmaceutical. Any custom lists created and maintained by Prescriber End Users within Cerner
7 Customer's licensed software, including but not limited to: (i) an individual Prescriber End User's most
8 often prescribed medication list; (ii) an individual Prescriber End User's most often used pharmacy list;
9 and/or (iii) an individual Prescriber End User's most often used SIGs (i.e., instructions for the use of
10 medications), would not be considered a violation of the Commercial Messaging Rules.

11 7. Surescripts Disclaimers.

12 a. Cerner Customer acknowledges and agrees, and shall ensure that Prescriber End Users
13 acknowledge and agree, that the prescription benefit and medication history information provided by
14 Surescripts may not be complete or accurate;

15 b. Cerner Customer releases and holds harmless, on its own behalf and on behalf of its
16 Prescriber End Users, Surescripts and its Data Sources against any claims relating to the accuracy or
17 completeness of prescription benefit and medication history information provided by Surescripts.

18 c. Cerner Customer acknowledges, on its own behalf and on behalf of its Prescriber End
19 Users, that it is the Prescriber End User's sole responsibility to confirm the accuracy of the prescription
20 benefit and medication history information with his/her/its patient prior to providing any medical
21 services based thereon; and

22 d. Cerner Customer acknowledges and agrees, on its own behalf and on behalf of its
23 Prescriber End Users, that: (i) the Surescripts network is not intended to serve as a replacement for: (a) a
24 written prescription where not approved as such by the appropriate governmental authorities or where
25 such written prescription is required for record keeping purposes; or (b) applicable prescription
26 documentation; (ii) use of the Surescripts network is not a substitute for a health care provider's
27 standard practice or professional judgment; and (iii) any decision with regard to the appropriateness of
28 treatment, or the validity or reliability of information, is the sole responsibility of a patient's health care
29 provider.

30 8. Surescripts Data Sources. Cerner Customer acknowledges and agrees that any Data Source,
31 in its sole discretion, may elect not to receive prescriptions and other messages from Cerner Customer
32 and/or any Prescriber End User and that Data Sources or other Participants in the Surescripts network
33 may be added to or deleted from the Surescripts network or may limit access to their data without prior
34 notice.

35 9. Compliance. No more than once per year without cause (or more often only upon a showing
36 of reasonable cause), upon reasonable prior written notice and request from Surescripts, Cerner
37 Customer shall provide Surescripts with data and records relating to the use of the Surescripts network

1 and/or Surescripts Services by Cerner Customer for purposes of determining Cerner Customer's
2 compliance with these Terms.

3 10. No Modification or Reconfiguration. Cerner Customer shall not, and shall ensure that
4 Prescriber End Users do not, modify or reconfigure Cerner Customer's licensed software in a way that
5 will bring it out of compliance with these Terms or the Surescripts documentation.

6 11. Prescriber Directory Information. Cerner Customer agrees that Surescripts has unlimited
7 non-exclusive rights in perpetuity to use all directory and directory-related information on Prescriber
8 End Users that shall come to reside within the Surescripts network database through Prescriber End
9 Users' use of the Surescripts network, including all root, identity, and location-related information. Such
10 uses may include creating and disclosing aggregated, de-identified statistics relating to the adoption and
11 use of e-prescribing by Prescriber End Users and use of directory information to operate and expand the
12 Surescripts network, subject at all times to compliance with applicable law. Notwithstanding the
13 foregoing, Surescripts will not: (i) make available for public consumption information that identifies
14 Prescriber End Users except pursuant to Applicable Law or judicial or administrative order or to provide
15 information regarding Prescriber End Users' use of the Surescripts network to healthcare payers; (ii)
16 sell, disclose, or transfer to any third party information that identifies Prescriber End Users for the
17 purpose of allowing such third party to send to such Prescriber End Users commercial solicitations for
18 the purchase of goods or services; or (iv) engage in sending commercial solicitations to Prescriber End
19 Users. The rights granted to Surescripts in this Section 11 shall specifically exclude any rights in PHI,
20 Cerner Customer confidential information and intellectual property.

21 12. Termination for Breach. Cerner Customer's access to the Surescripts network may be
22 suspended or terminated in the event of a breach of these Terms that is not cured within the time period
23 set forth in the breach notice delivered to Cerner Customer by Cerner or Surescripts.

24 13. Emergency Suspension. Notwithstanding anything to the contrary herein, Surescripts
25 retains the right to immediately suspend access (with no notice or cure period) to the Surescripts
26 network by Cerner Customer or any Prescriber End User in the event that Surescripts perceives (in its
27 reasonable discretion) there to be a patient safety concern, violation of Applicable Law, or unauthorized
28 use of the Surescripts network.

29 14. Cerner Customer Indemnity. Cerner Customer shall defend, indemnify, and save harmless
30 Surescripts from and against any and all loss, damage, or expense arising out of claims asserted against
31 Surescripts by third parties to the extent arising out of any breach of these Terms, any use (or misuse) by
32 Cerner Customers or Prescriber End Users of data or information received through the Surescripts
33 network, or any transmission of data or information through the Surescripts network by Aggregator
34 Customers or Prescriber End Users. The foregoing indemnity shall not apply to the extent of
35 Surescripts' indemnification obligations under Section 15.

36 15. Surescripts Indemnity.

37 //

1 a. Subject to the exclusions set forth below, Surescripts will indemnify, defend, and hold
2 harmless Cerner Customer, its officers, employees and agents from and against all loss damage or
3 expense arising out of any claim brought by a third party that the Surescripts network or Surescripts
4 services (collectively referred to as the “Surescripts Products”) as lawfully used in full compliance with
5 these Terms infringe(s) any patent, trademark, copyright or other intellectual property right or
6 misappropriates any trade secret. If Cerner Customer’s right to use any of the Products is enjoined,
7 Surescripts will (a) procure for Cerner Customer, as applicable, the right to use the Product, (b) replace
8 the Product with a functionally equivalent, non-infringing product, or (c) modify the Product so it
9 becomes non-infringing and functionally equivalent. If (a), (b) or (c) is not commercially reasonable,
10 Surescripts will refund a pro rata portion of all fees paid for the particular Surescripts Product(s) at issue
11 in exchange for return of the Product(s).

12 b. Exclusions. Surescripts has no indemnification or defense obligation regarding any
13 claim arising directly from any of the following to the extent such claim would not have arisen but for
14 the described:

15 1) Surescripts’ inclusion in Surescripts Products any custom designs, specifications,
16 software, or interfaces, instructions as provided or requested by Cerner, Cerner Customer, or by a third
17 party on Cerner Customer’s behalf;

18 2) Modification of the Surescripts Products by Cerner or Cerner Customer, excluding
19 modifications performed, required or approved by Surescripts; or

20 3) Use of any non-Surescripts product, apparatus, business method or service not
21 provided by Surescripts in combination with Surescripts Product(s) (the “Combination”), provided that
22 this exclusion shall not apply if:

23 a) the Combination is expressly required by Surescripts;

24 b) Cerner Customer notifies Surescripts of the Combination in writing and such
25 Combination is authorized by Surescripts in writing; or

26 c) the Combination is expressly specified in the Surescripts documentation.

27 4) Notwithstanding the foregoing, the exclusion set forth in this subsection (3) will
28 not limit Surescripts’ intellectual property indemnification obligations under this Section 15 if, upon
29 final judgment, a Surescripts Product is specifically found to be an infringement of the rights identified
30 in this Section and the Combination is specifically found not to have contributed to the infringement.

31 16. Indemnification Procedures. Upon becoming aware of any matter which is subject to the
32 provisions of Sections 14 and 15, the party seeking indemnification (the “Indemnified Party”) must give
33 prompt written notice of such claim to the other party (the “Indemnifying Party”), accompanied by
34 copies of any written documentation regarding the claim received by the Indemnified Party. The
35 Indemnifying Party shall have the sole right to defend, at its own expense and with its own counsel, any
36 such claim, and control any negotiation for its settlement or compromise. The Indemnified Party shall
37 cooperate with the Indemnifying Party in defending the claim, and will have the right, at its option, to

1 participate in the settlement or defense of any such claim with its own counsel and at its own expense;
 2 provided, however, that the Indemnifying Party will have the right to control such settlement or defense.
 3 Notwithstanding the foregoing, the Indemnifying Party will not enter into any settlement that
 4 specifically apportions fault to, or imposes any monetary liability or obligation on the Indemnified Party
 5 without the Indemnified Party's prior written consent. The parties will use commercially reasonable
 6 efforts to cooperate in any such settlement or defense and give each other full access to all relevant
 7 information, at the Indemnifying Party's expense.

8 17. Third Party Beneficiary. Surescripts shall be a third party beneficiary of these Terms, and
 9 the Data Sources shall be third party beneficiaries of Section 7.B above.

10 EMC

11 A. The Following Terms Are Applicable To Sublicensing Of EMC Documentum Software. The
 12 EMC Software licensed hereunder is subject to the Cerner business agreement between End User and
 13 Cerner, subject to the specific different terms set forth below:

14 1. The EMC Software license is a nonexclusive, perpetual and non-transferable license (with
 15 no right to sublicense) to use the EMC Software solely in conjunction with Cerner Licensed Software.

16 2. The (i) EMC Software is licensed only, and no title to, or ownership of, the EMC Software
 17 is transferred to End User; (ii) End User may not remove EMC's or its Cerner copyright and other
 18 proprietary notices on and in any copies of the EMC Software; and (iii) End User shall not cause or
 19 permit any other to create derivative works from, reverse assemble, reverse engineer, reverse compile or
 20 otherwise reduce the EMC Software to human readable form.

21 3. Product Warranty. The EMC Software will, for a period of ninety (90) days from the date
 22 of shipment or the date of electronic availability, as applicable, substantially conform to the applicable
 23 documentation for such EMC Software. Cerner does not warrant that the operation of the EMC Software
 24 shall be uninterrupted or error free, or that all defects can be corrected. Cerner's entire liability and
 25 Customer's exclusive remedies under the warranties described in this Section shall be for Cerner, at its
 26 option, to use reasonable efforts to remedy such defects, or have the manufacturer remedy such defects
 27 or performance failure or to replace the affected EMC Software. If Cerner is unable to make the affected
 28 EMC Software operate as warranted within a reasonable time, then Cerner shall refund the amount
 29 received by Cerner for the affected EMC Software upon return of the specific EMC Software to Cerner.

30 4. Warranty Exclusions. Except as expressly otherwise stated in this Agreement, and to the
 31 maximum extent permitted by law, Cerner (including its suppliers) provide EMC Software "AS IS" and
 32 makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE
 33 SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED
 34 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE
 35 AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF
 36 LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

37 //

1 5. End User shall upon Cerner's request, promptly provide Cerner with a written statement
 2 certifying the extent of End User's usage of EMC Software identified by Cerner and/or allow Cerner or
 3 its designee to conduct a reasonable audit of the applicable End User facilities and records to determine
 4 whether or not End User's usage of such EMC Software is in conformance with its paid for license
 5 usage;

6
 7 6. The EMC Software is confidential and contains EMC trade secrets and must be held in
 8 confidence with at least the same degree of care with which the End User protects its own similar
 9 confidential information.

10 **Mpages Limited Use Runtime License**

11
 12 A. Client acknowledges and agrees that Cerner grants Client a limited runtime only license to
 13 Mpages for the sole purpose of executing Mpage Applications that have been Cerner Developed and/or
 14 Cerner Certified. Mpage Applications are not included with this runtime license and must be purchased
 15 separately. Client is not licensed or authorized to create or execute Mpage Applications beyond those
 16 that have been Cerner Developed and/or Cerner Certified. Furthermore, Client is not authorized to
 17 modify the source code of any Mpage Applications without upgrading to the Mpages Full Use license.
 18 Cerner has the right to periodically conduct audits of Client's System to ensure Client has not used
 19 Mpages in a manner that violates the terms set forth herein. If Client is found in breach, Client shall pay
 20 to Cerner fees for the Mpages Full Use license at Cerner's then-current list price.

21 B. Definition of Terms

22 1. "Mpage Application" means a CCL/web technology based program that leverages the
 23 Mpages code set for execution.

24 2. "Cerner Developed" means an Mpage Application that was purchased from Cerner or
 25 developed by Cerner professional services.

26 3. "Cerner Certified means" an Mpage Application that has been certified by Cerner.

27 **NUANCE DMENE**

28 **Healthcare Master Agreement**

29
 30 A. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE EXECUTING THE ORDER.
 31 This Healthcare Master Agreement, including all applicable Schedules indicated below (together, the
 32 "Nuance Agreement"), is between Nuance Communications, Inc. ("Nuance") and you ("Customer"), the
 33 party to the Order with Cerner Corporation (the "Authorized Reseller"). Nuance and Customer are each
 34 a "Party" and are collectively referred to as the "Parties". By executing the Order, Customer agrees to
 35 be bound by the terms and conditions of the Nuance Agreement. Both Customer and Nuance agree that
 36 Nuance must comply with the terms of Section 14.9 (Business Associate). Customer agrees that the
 37 Nuance Agreement is like any written negotiated agreement signed by Customer. If Customer does not

1 agree to the terms and conditions of the Nuance Agreement, do not execute the Order.

2 B. Customer is obtaining the software, equipment and services indicated in the order from the
3 authorized reseller. This Nuance agreement applies to CUSTOMER'S use and entitlement of such
4 software, equipment and services, up to the full extent and quantities (e.g., license model, number of
5 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

28
29 C. Nuance and Customer hereby agree as follows:

30 General Terms and Conditions

31 1. Definitions. Capitalized terms in the Agreement have the meanings set forth below, in
32 Exhibit A, or in the Schedules.

33 2. Intentionally Omitted

34 3. Products and Services.

35 3.1. Software

36 3.1.1. License Grant. Subject to the terms and conditions of this Agreement, Nuance hereby
37 grants Customer, and Customer accepts, a limited, non-exclusive, non-transferable, non-sublicensable

1 license to use the Software specified on an Order in a manner commensurate with its intended use (as
2 prescribed by this Agreement and the Documentation) and solely for Customer's internal business
3 purposes.

4 3.1.2. License Restrictions and Notice

5 (a) Restrictions. Customer agrees that it shall not, and shall not permit the Authorized Users or
6 any third party to (i) duplicate the Software for any purpose, except that Customer may duplicate the
7 Software for archival and disaster recovery purposes only; (ii) reverse engineer, disassemble, decompile
8 or translate the Software; (iii) change, modify or otherwise alter the Software, (iv) assign, transfer,
9 pledge, rent, share or sublicense any of the Software without Nuance's prior written consent; (v) grant
10 any third party access to or use of the Software on a service bureau, timesharing or application service
11 provider basis or otherwise; or (vi) defeat or circumvent any controls or limitations the Software places
12 on its use.

13 (b) Notice of Unauthorized Use. Customer shall immediately notify Nuance upon learning of any third
14 party's unauthorized possession or use of any Software supplied under this Agreement.

15 3.1.3. Government Customer Rights. This section applies to all acquisitions of Software
16 (collectively or individually for the purposes of this section, the "Government Acquired Products") by
17 or for the government of the United States of America (the "Federal Government"), or by any prime
18 contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other
19 activity with the Federal Government. By accepting delivery of the Government Acquired Products, the
20 Federal Government hereby agrees that this software qualifies as "commercial" computer software
21 within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and
22 conditions of this Agreement shall pertain to the Federal Government's use and disclosure of the
23 Government Acquired Products, and shall supersede any conflicting contractual terms or conditions. If
24 this Agreement fails to meet the Federal Government's needs or is inconsistent in any respect with
25 United States law, the Federal Government agrees to return the Government Acquired Products unused.
26 The following additional statement applies only to acquisitions by the Federal Government that are
27 governed by DFARS Subpart 227.4 (October 1988): "Restricted Rights – Use, duplication and
28 disclosure by the Government is subject to restrictions as set forth in subparagraph I(1)(ii) of the Rights
29 in Technical Data – Noncommercial Items clause at DFARS 252.227-7013 (1995)."

30 3.2. Equipment. Subject to the terms and conditions of this Agreement, Customer shall
31 purchase from Nuance the Equipment specified in an Order, in the quantity and at the price set forth in
32 such Order. Notwithstanding the forgoing, the Third Party Equipment shall be governed in all other
33 respects by terms and conditions specified by the applicable third party vendor of such Third Party
34 Equipment.

35 3.3. Services.

36 3.3.1. Maintenance Services.

37 //

1 (a) Scope. If purchased, as indicated in the Order, for an initial term of one (1) year ending
2 June 30, 2016 (the “Initial Service Term”), Nuance shall provide the Maintenance Services selected by
3 Customer in the applicable Order. After the initial annual Maintenance Services term, Authorized
4 Reseller or Nuance will issue an invoice in accordance with Nuance’s renewal policy for subsequent
5 one-year terms of Maintenance Services, at least thirty (30) days prior to the end of the then-current
6 Maintenance Service term, if Maintenance Services for the applicable Software and/or Equipment is
7 made available by Nuance. Customer shall, if it wishes to renew annual Maintenance Services for the
8 applicable Software and/or Equipment, pay the invoice for renewal Maintenance Services, in full, within
9 thirty (30) days of the date of such invoice. Customer acknowledges that failure to pay such invoice
10 within such 30 day period will result in Maintenance Services expiring with respect to such Software
11 and/or Equipment unless Maintenance Services for the applicable Software and/or Equipment are timely
12 continued or renewed under a different agreement. Unless expressly stated otherwise in the applicable
13 Schedule or Order, Maintenance Services provided hereunder will commence on the date of initial
14 delivery of the applicable Software and/or Equipment (or anniversary thereof if Customer is purchasing
15 renewal Maintenance Services). To purchase Maintenance Services with respect to any Equipment,
16 Customer is required to purchase Maintenance Services for all units of such Equipment respectively.
17 Unless otherwise agreed, Maintenance Services with respect to any Software shall apply to all copies of
18 such Software licensed to Customer. All Maintenance Services shall be provided subject to Nuance’s
19 Hardware and Software Maintenance Options, Terms and Conditions in effect as of the provision of
20 such Maintenance Service.

21 (b) Exclusions. Unless otherwise agreed, Nuance shall not be obligated to provide
22 Maintenance Services for, or required to provide as a result of (i) any Nuance Product modified by
23 anyone other than Nuance; (ii) any Nuance Product used for other than its intended purpose; (iii) any
24 Nuance Product used with any third party equipment not specified as compatible with the Nuance
25 Product in its Documentation; (iv) any Nuance Product being used with Third Party Software not
26 supplied by Nuance in conjunction with the Nuance Product, or specified by Nuance in the applicable
27 Documentation as compatible with the Nuance Product ; (v) any Nuance Product (including any
28 associated equipment, software or firmware) which Customer failed to properly install or maintain; (vi)
29 any willful or negligent action or omission of Customer, (vii) any computer malfunction not attributable
30 to the Nuance Products; or (viii) damage to Nuance Products from any external source, including
31 computer viruses unattributable to Nuance, computer hackers, or force majeure events.

32 3.3.2. Training Services.

33 (a) Scope. Subject to the terms and conditions set forth in this Agreement, Nuance will
34 provide the Training Services specified in the applicable Order (if any).

35 (b) Location. Unless otherwise agreed to by the parties hereto, all Training Services will be
36 held at a designated Nuance location during Nuance’s standard business hours, excluding Nuance
37 recognized holidays. If the parties agree to hold any Training Services at Customer’s site, all such

1 Training Services (including associated travel time) will be conducted between the hours of 8:00 a.m. to
2 5:00 p.m. local Customer site time, Monday through Friday, excluding Nuance recognized holidays.

3 (c) Attendees. Customer shall ensure that all Training Services attendees: (i) are Authorized
4 Users, and (ii) have the skills and experience to participate in the training sessions. Nuance may require
5 that a Training Services attendee reschedule their Training Services if, in Nuance's reasonable
6 judgment, such attendee does not have the requisite skills and experience (i.e., a working knowledge of
7 Windows).

8 3.3.3. Professional Services.

9 (a) Scope. Subject to the terms and conditions set forth in this Agreement, Nuance will
10 provide the Professional Services specified in the applicable Order (if any).

11 (b) Nuance shall perform Professional Services related to installation of the Software and
12 Equipment pursuant to its project delivery methodology set forth at
13 [ftp://ftp.scansoft.com/nuance/81ictaphone/whitepapers/wp_prof ServicesMethodology.pdf](ftp://ftp.scansoft.com/nuance/81ictaphone/whitepapers/wp_prof%20ServicesMethodology.pdf).

14 3.3.4 Rescheduling. Customer agrees to reimburse Nuance \$300 USD per scheduled
15 trainer/consultant per Training/Professional Services day, as scheduled (up to 5 business days), and for
16 any actual incurred travel arrangement costs (e.g., airline ticket deposits, etc.) due to rescheduling or
17 cancellation of Training Services and/or Professional Services less than ten (10) business days prior to
18 the scheduled start of such Training Services and/or Professional Services, provided the cancellation is
19 not due to a breach by Nuance.

20 3.3.5. On-Location. If an Order indicates that Nuance will perform Services at a location
21 other than a Nuance facility, Customer shall provide the necessary equipment, information, and facilities
22 required by Nuance to perform such Services.

23 3.3.6. Suspension. Nuance reserves the right to suspend Services to Customer under any
24 and all Orders during any period in which Customer's account under any one or more Orders is more
25 than thirty (30) days past due.

26 4. Customer Obligations.

27 4.1. Data Preservation. As between Nuance and Customer, it is Customer's responsibility to
28 create and preserve reasonable backup copies of its data and other business information and records, and
29 take such other precautions as may reasonably be required to detect and guard against possible
30 malfunctions, loss of data, or unauthorized access to Customer's computer systems.

31 4.2. Speech Recognition. CUSTOMER ACKNOWLEDGES THAT SPEECH RECOGNITION
32 IS A STATISTICAL PROCESS, ERRORS ARE INHERENT IN SUCH PROCESS, AND
33 APPLICATIONS EMPLOYING SUCH PROCESS ARE DESIGNED TO ALLOW FOR SUCH
34 ERRORS. CUSTOMER ACKNOWLEDGES THAT SUCH ERRORS ARE INEVITABLE AND
35 AGREES THAT IT IS THE SOLE RESPONSIBILITY OF CUSTOMER TO IDENTIFY AND
36 CORRECT ANY SUCH ERRORS BEFORE USING AND/OR RELYING ON THE RESULTS OF
37 THE USE OF ANY SPEECH RECOGNITION SOFTWARE PROGRAM LICENSED HEREUNDER.

1 CUSTOMER ACKNOWLEDGES AND AGREES THAT NUANCE DOES NOT PROVIDE
2 MEDICAL SERVICES TO PATIENTS AND IS NOT ENGAGED IN THE PRACTICE OF
3 MEDICINE, AND THAT CUSTOMER'S USE OF THE SOFTWARE DOES NOT ABSOLVE
4 CUSTOMER OF ITS OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT IN
5 RENDERING HEALTH CARE SERVICES TO PATIENTS. CUSTOMER ACKNOWLEDGES
6 THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE
7 SERVICE LIES SOLELY WITH CUSTOMER. CUSTOMER AGREES THAT ANY RELIANCE
8 UPON THE SOFTWARE SHALL NOT DIMINISH CUSTOMER'S RESPONSIBILITY FOR
9 PATIENT CARE.

10 4.3. Customer Data. The Software has a feature by which Customer may enable Nuance to
11 collect Speech Data. By turning on the feature to provide Nuance with Speech Data, Customer
12 acknowledges, consents and agrees that Nuance may collect and use the Speech Data as provided
13 hereunder. The Parties agree that Speech Data shall only be used by Nuance or third parties acting under
14 the direction of Nuance, pursuant to confidentiality provisions, to tune, enhance and improve the speech
15 recognition and other components of the Software, and other Nuance services and products. Nuance will
16 not use the information elements in any Speech Data for any purpose except as set forth above.

17 5. Payments.

18 5.1. Payments to Authorized Reseller (Cerner). Customer will pay Authorized Reseller
19 according to the terms of its agreement with Authorized Reseller for all amounts due on Orders placed
20 by Customer with Authorized Reseller for the Software, Equipment and Services covered by this
21 Agreement.

22 5.2. If Customer elects to purchase any products or services directly from Nuance by placing an
23 purchase order with Nuance that indicates that the terms of this Agreement are intended to apply, then
24 Nuance's standard payment terms shall apply unless the Customer and Nuance first negotiate different
25 payment terms.

26 5.3 Audit. Nuance, or a third party appointed by Nuance, shall have the right, not more than
27 once a year and upon reasonable notice, to conduct an audit of Customer's records to confirm
28 compliance with the license grant and other terms of this Nuance Agreement. Any audit shall be
29 performed after reasonable advance notice during Customer's normal business hours.

30 6. Delivery. With respect to Orders fulfilled by Nuance, the following terms of this Section 6
31 shall apply:

32 6.1. Shipping Terms. For Orders with Software and Equipment requiring delivery within the
33 United States, such Software and Equipment will be shipped "FOB Shipping Point". For Orders with
34 Software and Equipment requiring delivery outside the United States, Software and Equipment will be
35 shipped "FCA Shipping Point". Subject to Section 14.15 below, Customer shall bear all shipping,
36 freight and transportation charges from Nuance's warehouse facility.

37 //

1 6.2. Risk of Loss. Risk of loss or damage to the Software and Equipment shall pass to
2 Customer upon delivery to the common carrier at Nuance's warehouse facility. If Customer fails to pay
3 for any Equipment, Nuance reserves the right to repossess such Equipment.

4 7. Term; Termination.

5 7.1. Term. This Agreement shall become effective as of the Effective Date and unless
6 terminated early for cause by either party pursuant to Section 7.2, shall continue indefinitely with
7 respect to the perpetual licenses granted hereunder or until the expiration of licenses for a fixed term, as
8 indicated in an Order. ("Agreement Term").

9 7.2. Termination for Cause. Either Party may terminate the Agreement or any Order by written
10 notice if the other Party: (i) commits a material breach of this Agreement and fails to cure such breach
11 within thirty (30) days after receiving written notice of such breach, or (ii) materially breaches the
12 Agreement in a manner that cannot be remedied; or (iii) becomes insolvent, commences dissolution
13 proceedings or ceases to operate in the ordinary course of business.

14 7.3. Effect of Expiration or Termination. Upon the expiration or termination of any Order, by
15 either party, all licenses granted to Customer, and all Services obtained by Customer, under such Order
16 shall terminate and Customer shall cease using the applicable Software and shall return same to Nuance.
17 Neither the expiration nor termination of this Agreement, any individual Orders, or any license shall
18 affect the parties' rights and obligations under Sections 3.1.3, 4, and 6 – 14 herein. If Customer elects to
19 purchase any products or services directly from Nuance pursuant to Section 5.2, termination of this
20 Agreement for cause shall not terminate Customer's obligation to make payments that accrued before or
21 on account of termination of the Agreement

22 8. Ownership and Proprietary Rights. Except for the limited licenses granted pursuant to this
23 Agreement, the terms of the Agreement do not convey any ownership or other rights of any kind to
24 Customer in or to the Software. Nuance, as between Nuance and Customer, shall own all right, title and
25 interest in and to all Software (including, without limitation, all Updates, Upgrades, improvements,
26 enhancements, and/or custom features and functions) and all patents, copyrights and other intellectual
27 property rights therein. Effective on delivery of each Update or Upgrade to Customer, Nuance shall be
28 deemed to have granted Customer a license to use such Update or Upgrade in conjunction with the
29 Software to which such Update or Upgrade relates, subject to the terms of this Agreement.

30 9. Confidentiality.

31 9.1. Use and Disclosure. The Receiving Party agrees (1) to hold the Disclosing Party's
32 Confidential Information in strict confidence, and to use at least the same standard of care that the
33 Receiving Party uses to in protect its own Confidential Information, (2) not to disclose the Disclosing
34 Party's Confidential Information to any third party, and (3) not to use any Confidential Information of
35 the Disclosing Party without first obtaining the Disclosing Party's written consent, except as reasonably
36 required to exercise its rights or perform its obligations under this Agreement. The Receiving Party
37 agrees to limit disclosure of the Disclosing Party's Confidential Information to those employees who

1 need to know the same to accomplish the purposes of this Agreement, and who have executed a written
2 agreement with terms substantially similar to those contained herein.

3 9.2. Exclusions. The obligations to preserve the confidential nature of any of the Confidential
4 Information described herein shall not apply to information that (i) was previously known to the
5 Receiving Party free of any obligation to keep it confidential; (ii) is or becomes generally known to the
6 public or is obtainable from public sources other than as a result of an act or omission of the Receiving
7 Party; (iii) is independently developed by or on behalf of the Receiving Party without use of or
8 reference to the Disclosing Party's confidential information; or (iv) the Receiving Party is compelled
9 to disclose the Confidential Information by a governmental agency or a court of law having proper
10 jurisdiction. If disclosure is compelled pursuant to subsection (iv) of this section, the Receiving Party
11 shall give the Disclosing Party reasonable notice to enable the Disclosing Party to try to protect the
12 confidentiality of the Confidential Information.

13 10. Limited Warranties.

14 10.1. Nuance Products Warranty. Nuance warrants that upon initial delivery, and for a
15 period of ninety (90) days thereafter, the Nuance Software and Nuance Equipment will operate in all
16 material respects in conformity with the functional specifications set forth in the applicable
17 Documentation. Customer must notify Nuance of any breach of such warranty within the warranty
18 period. Customer's sole and exclusive remedy and Nuance's entire liability for any breach of the
19 warranties set forth in this Section 10.1 will be for Nuance, at Nuance's option, to (a) correct the defect
20 that is causing the breach of the warranty, (b) replace such defective Nuance Product in lieu of
21 correcting the defect, or (c) refund to Customer the fees paid by Customer for the nonconforming
22 Nuance Software or Nuance Equipment (and any unused, prepaid Maintenance Services Fees Customer
23 has paid for such Nuance Software and/or Nuance Equipment, as applicable) and terminate the license
24 to any such Nuance Software.

25 10.2. Services Warranty. Nuance warrants that the Services provided by Nuance pursuant to
26 this Agreement shall be performed in a professional manner by trained and skilled personnel. Customer
27 must notify Nuance of any breach of such warranty within ninety (90) days from performance of the
28 defective Services giving rise to the breach of warranty claim. Customer's sole and exclusive remedy
29 and Nuance's entire liability for any breach of the warranty set forth in this Section 10.2 will be for
30 Nuance to re-perform such non-conforming Services.

31 10.3. Limitation of Warranties. The warranties set forth in this Section 10 shall not apply,
32 and Nuance shall have no warranty obligation or liability with respect to (a) any Nuance Product that (i)
33 is damaged through no fault of Nuance; (ii) is modified by anyone other than Nuance; (iii) is used for
34 any purpose other than its intended purpose (as specified in the Documentation); (iv) is used with
35 equipment not specified as compatible with the Nuance Product in such Nuance Product's
36 Documentation; (v) is used with software not specified as compatible with said Nuance Product in the
37 Nuance Product's Documentation; (vi) Customer fails to properly install or maintain; (b) any computer

1 malfunction not attributable to the Nuance Products or Nuance; (c) any incorrect use of the Nuance
2 Products; or (d) any willful misconduct or negligent action or omission of Customer.

3 10.4. Disclaimer. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE
4 WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 10 ARE EXCLUSIVE AND THERE
5 ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NUANCE HEREBY
6 EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS
7 FOR ANY PARTICULAR PURPOSE, AND/OR NON- INFRINGEMENT AND TITLE. NUANCE
8 DOES NOT WARRANT THAT THE SOFTWARE, EQUIPMENT OR SERVICES WILL YIELD
9 ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE
10 PERFORMED WITHOUT ERROR OR INTERRUPTION. NUANCE MAKES NO
11 REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR
12 ANY THIRD PARTY EQUIPMENT. NUANCE'S SOLE OBLIGATION WITH RESPECT TO ANY
13 THIRD PARTY SOFTWARE AND/OR THIRD PARTY EQUIPMENT SHALL BE TO MAKE
14 COMMERCIALY REASONABLE EFFORTS TO ASSIST CUSTOMER TO ENFORCE THE
15 WARRANTIES EXTENDED BY THE MANUFACTURER OF THE APPLICABLE THIRD
16 PARTY SOFTWARE AND/OR THIRD PARTY EQUIPMENT, IF ANY.

17 11. Limitation of Liability.

18 11.1. Disclaimer. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3.1 [Software]
19 (3.1.1 – 3.1.3), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL,
20 INCIDENTAL, INDIRECT, CONSEQUENTIAL, COLLATERAL, EXEMPLARY OR PUNITIVE
21 DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS,
22 LOSS OF DATA, BUSINESS INTERRUPTION, COST OF COVER, COST OF DELAY, OR
23 DAMAGES TO BUSINESS REPUTATION), HOWEVER CAUSED, REGARDLESS OF THE
24 BASIS OR LEGAL THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), OR
25 WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH
26 DAMAGES.

27 11.2. Maximum Liability. NUANCE'S MAXIMUM CUMULATIVE LIABILITY UNDER,
28 IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT (INCLUDING ANY ORDER),
29 REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY (CONTRACT, TORT OR
30 OTHERWISE), SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL FEES
31 ACTUALLY RECEIVED BY NUANCE WITH RESPECT TO THE ORDER (LESS ANY REFUNDS
32 OR CREDITS), FOR THE APPLICABLE SOFTWARE, EQUIPMENT OR SERVICES GIVING RISE
33 TO THE CLAIM, IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE
34 EVENT THAT GAVE RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM
35 WILL NOT ENLARGE OR EXTEND THE LIMIT ON LIABILITY. HOWEVER, THE
36 LIMITATIONS STATED IN THIS SECTION SHALL NOT APPLY TO 12 (12.1 – 12.4).

37 //

1 11.3. Third Party Suppliers. UNDER NO CIRCUMSTANCES SHALL NUANCE'S
2 THIRD PARTY SUPPLIERS OF ANY COMPONENT OR PORTION OF THE SOFTWARE OR
3 NUANCE EQUIPMENT BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY THIRD
4 PARTY FOR ANY DAMAGES, DIRECT OR OTHERWISE. SUCH THIRD PARTY SUPPLIERS
5 ARE THIRD PARTY BENEFICIARIES OF THIS SECTION 11.3.

6 11.4. Essential Basis. THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF
7 LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE
8 BARGAIN BETWEEN THE PARTIES, AND, ABSENT ANY OF SUCH DISCLAIMERS,
9 EXCLUSIONS OR LIMITATIONS OF LIABILITY, THE PROVISIONS OF THIS AGREEMENT
10 DISCLAIMERS set forth in this Section 11 SHALL APPLY TO THE MAXIMUM EXTENT
11 PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL
12 PURPOSE.

13 12. Intellectual Property Infringement.

14 12.1 Duty to Defend. Customer shall notify Nuance within five (5) business days of any
15 claim made or suit brought against Customer by an unaffiliated third party alleging that Customer's use
16 of the Software as authorized by this Agreement infringes such third party's United States patent,
17 trademark or copyright (each, a "Claim"). If Customer promptly authorizes Nuance in writing to
18 assume the defense of such a Claim, which authorization shall not be unreasonably withheld or unduly
19 delayed, Nuance will at its own expense conduct and control the defense of the claim or at its option
20 settle the Claim, and will indemnify Customer from any resulting judgment of the Claim finally awarded
21 against Customer by a court of competent jurisdiction, provided, however, that any settlement or
22 compromise shall provide for a full release of Customer. Nuance will not be liable for costs and
23 expenses Customer incurs in defending a Claim before authorizing Nuance to defend the Claim and will
24 not defend or indemnify a Claim unless Customer provides Nuance with timely authorization to the
25 defend the Claim and reasonable cooperation and assistance.

26 12.2. Remedies. If a court of competent jurisdiction makes a determination that any
27 Software infringes, or if Nuance, in its reasonable opinion, determines that the Software likely infringes,
28 Nuance, at its option and expense, shall: (i) modify the infringing portion of the Software so as to make
29 it non- infringing; (ii) replace the infringing Software with a non- infringing program having
30 substantially similar functionality; (iii) obtain the right to continue using the infringing portion of the
31 Software; or (iv) terminate Customer's rights with respect to the infringing Software and refund
32 Customer the Fees paid for the affected Software prorated over a five-year period from the delivery
33 date.

34 12.3. Exclusions. Nuance's obligations under this Section 12 shall not apply to the extent of
35 any Claim or infringement resulting from (i) Customer's continued use of the infringing Software after
36 receipt of notice from Nuance of a claim or after receipt of the remedy required of Nuance under this
37 Section 12; (ii) modifications to the Software by any party other than Nuance; (iii) modifications to the

1 Software made pursuant to Customer's express instructions; (iv) combination or use of the Software
2 with other products, processes or materials if the Software itself does not infringe; or (v) Customer's use
3 of the Software other than in accordance with the terms of this Agreement. Customer shall indemnify,
4 defend and hold Nuance harmless (including all costs and attorneys' fees) against any claims concerning
5 infringement brought against Nuance allegedly arising from any of the foregoing.

6 12.4. Exclusive Remedy. Nuance's obligations set forth in this Section 12 shall constitute the
7 sole liability of Nuance, and the sole and exclusive remedy of Customer, with regard to any claims,
8 actions, suits or proceedings concerning intellectual property rights.

9 13. Governing Law. This Agreement will be governed by the laws of the Commonwealth of
10 Massachusetts, without regard to principles of conflict of laws. The Parties agree to submit all disputes
11 related to this Agreement to the courts in the Commonwealth of Massachusetts, to which, each Party
12 consents to the jurisdiction of such courts and waives any objection it may have with respect to venue.

13 14. Miscellaneous.

14 14.1. Injunctive Relief. The Parties agree that remedies at law may be inadequate to protect
15 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
16 grant injunctive relief in favor of the other Party without proof of actual damages for any breach of those
17 sections.

18 14.2. Export. Where applicable, each Party agrees to comply with all export laws and
19 restrictions and regulations that the Department of Commerce or other United States or foreign agency
20 or authority issues, and not to knowingly export, or allow the export or re-export in violation of any such
21 restrictions, laws or regulations, or without all required licenses and authorizations.

22 14.3. Independent Status of Parties. Nothing contained in this Agreement, nor in the
23 relationship created thereby, shall be interpreted to evidence a joint venture, partnership or principal-
24 agent relationship between Nuance and Customer. Neither Party shall have any right or authority to act
25 on behalf of, or incur any obligation for, the other Party.

26 14.4. Publicity. Nuance may, with Customer's written consent, include Customer's name in
27 Nuance's Customer list, and may identify Customer as its Customer in its sales presentations, marketing
28 materials, advertising, promotion and similar public disclosures.

29 14.5. Order of Precedence. The Schedules, General Terms and Conditions, Business
30 Associate Agreement, Hardware and Software Maintenance Options Terms and Conditions, and each
31 Order, as applicable and to the extent reasonably possible, shall be construed so as to be consistent with
32 each other. If the aforementioned documents cannot reasonably be construed as consistent with each
33 other, then each document shall prevail over all documents listed subsequently in the preceding
34 sentence.

35 14.6. No Third Party Beneficiaries. Nothing in this Agreement is intended to create any
36 rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement.

37 //

1 14.7. Assignment. Customer may not assign its rights or obligations hereunder or subcontract
2 any portion of its performance hereunder without Nuance's prior written consent.

3 14.8. Force Majeure. Neither Party shall be responsible for delays or failure in performance
4 resulting from acts beyond the control of such Party, including without limitation, acts of God, strikes,
5 lockouts, riots, acts of war, acts of terrorism, epidemics, fire, communication line failures, power surges
6 or failures, earthquakes or other disasters. Nuance shall not be liable for delays or for failure to
7 manufacture and/or deliver due to causes beyond its reasonable control.

8 14.9. Business Associate. Customer and Nuance agree that Nuance is a subcontractor to the
9 Authorized Reseller with respect to the Nuance Products that Nuance provides to Customer pursuant to
10 Orders. Therefore, Nuance agrees to comply with the terms and conditions of the Business Associate
11 Agreement between Authorized Reseller ("Cerner") and Customer when it creates, maintains, or
12 receives on behalf, or from, Customer in the performance of this Agreement, a copy of which is attached
13 as Exhibit B. Nuance also acknowledges that Nuance is currently a party to an existing Business
14 Associate Agreement between Nuance and Authorized Reseller ("Cerner").

15 14.10. Notice. All notices hereunder shall be sent to the parties at their respective addresses
16 first set forth above, or at such other addresses as they may designate by written notice. Customer shall
17 also send a copy of all notices it sends to Nuance to Nuance's General Counsel at 1 Wayside Road,
18 Burlington, MA 01803. All notices shall be deemed to have been given when (i) delivered personally,
19 (ii) sent via certified mail (return receipt requested), (iii) sent fax (all with confirmation of receipt), or
20 (iv) sent via recognized air courier service.

21 14.11. Amendments. This Agreement may not be modified or amended except by a written
22 document signed by the authorized representatives of both Parties.

23 14.12. Waiver. Any failure to insist on the exact performance of any provision of this
24 Agreement shall not constitute a waiver of any rights by either Party, all of which are hereby expressly
25 reserved.

26 14.13. Severability. If any of the provisions of this Agreement shall be or become invalid or
27 unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the
28 remaining provisions of this Agreement.

29 14.14. Construction of Agreement. This Agreement will not be presumptively construed for
30 or against either Party. The section headings used herein are for reference and convenience only, and
31 shall not enter into the interpretation hereof. This Agreement may be executed in multiple counterparts
32 and delivered by facsimile transmission, each of which shall be deemed an original but all of which shall
33 constitute one and the same instrument.

34 14.15. Authorized Reseller. Nuance has signed agreements with certain organizations to
35 promote, market and resell certain software licenses, equipment, and services (each, an "Authorized
36 Reseller"). Each such Authorized Reseller remains independent and separate from Nuance. Nuance is
37 not responsible for the actions, statements or recommendations of Authorized Reseller or any

1 obligations such Authorized Reseller has to Customer. In the event Customer purchases Software
 2 licenses, and associated Equipment and Services, from an Authorized Reseller pursuant to an Order
 3 under this Agreement, the terms of this Agreement will be modified with respect to each such Order as
 4 follows:

5 • Customer shall be invoiced by, and shall pay to, such Authorized Reseller the
 6 Software license fees, Equipment fees, Profession Services fees, Training Services fees, and first-year
 7 Maintenance Services fees related to each such Order, as indicated in said Order, and shall reimburse
 8 such Authorized Reseller for all applicable taxes and assessments related thereto.

9 14.16. Entire Agreement. This Agreement constitutes the sole and complete agreement
 10 between the parties with regard to its subject matter. Neither Party shall be subject to any provisions of
 11 any pre-printed purchase order, or any Customer policies, regulations, rules, or the like, including those
 12 set forth in any Customer sponsored registration system, regardless if such requires affirmative
 13 acknowledgement from a Nuance representative. In the event that Customer's use of the Software
 14 requires Customer to agree to a click-through agreement, Nuance agrees that the terms of this
 15 Agreement supersede and govern Customer's use of the Software.

16
 17 **PASS-THROUGH PROVISIONS IMPRIVATA, INC.**

18 **User License Agreement ("EULA") for Imprivata Software**

19 A. **IMPORTANT-READ CAREFULLY:** Prior to acknowledging your acceptance, be sure to
 20 carefully read and understand all of the rights and restrictions described in this Imprivata End-User
 21 License Agreement ("Agreement"). This Agreement is a legal agreement between you and Imprivata,
 22 Inc. for the Imprivata Software. By installing any Imprivata Software you (either you as an individual
 23 or, if the Software will be used by an entity, on behalf of that entity) represent and agree that you have
 24 the capacity and authority to bind yourself or, if applicable, the applicable entity, to the terms of this
 25 Agreement and agree to be bound by the terms of this Agreement. If you do not agree to the terms of
 26 this Agreement, you may not install the Software. Any terms and conditions in a purchase order (or in
 27 any similar document) which are in addition to, or conflict or are inconsistent with these terms are
 28 hereby and superseded by the terms contained herein.

29 B. The Software is protected by copyright laws and international copyright treaties, as well as
 30 other intellectual property laws and treaties. The Software is licensed, not sold.

31 C. DEFINITIONS.

- 32 1. "Appliance" means either a Physical Appliance or Virtual Appliance.
 33 2. "Clinic(s)" means any healthcare facility, external to an inpatient acute care facility,
 34 delivering healthcare services that do not contain Licensed Beds. "Computer" means a computer,
 35 workstation, terminal, handheld PC, pager, "smart phone" or other digital electronic device to be
 36 networked to an Appliance.

37 //

1 3. "Confirm ID" means Imprivata's proprietary secure signing solution for electronic
2 prescribing of controlled substances (EPCS) which includes a comprehensive platform for provider
3 identity proofing, supervised enrollment of credentials, two factor authentication, and auditing.

4 4. "Imprivata Quote" means the supplemental document issued by Imprivata, which specifies
5 the Imprivata Products and Services and any applicable Third Party Software and/or Hardware to be
6 purchased by you, and the price associated with each.

7 5. "Licensed Beds" means each of the beds for you have been licensed by the State in which
8 the applicable Named Hospital resides.

9 6. "Named Hospital" shall mean each named hospital wholly owned by you or controlled by
10 you containing Licensed Beds as specifically set forth; (i) in the applicable Imprivata Quote or its
11 equivalent if purchasing through an authorized reseller and/or (ii) as indicated in PatientSecure
12 Management Tool (Admin Console). For purposes herein "control" means (i) the power to elect a
13 majority of the directors or similar officers of an entity, or (ii) the power by contract to operate or
14 manage the day-to-day operations of a health care facility.

15 7. "OneSign" means any or all of the following Imprivata proprietary secure signing software
16 programs (as applicable); (i) Single Sign On (SSO), (ii) Authentication Management (AM) and (iii)
17 Single Sign On/Authentication Management (SSO/AM).

18 8. "OneSign Options" means any or all of the following Imprivata proprietary OneSign option
19 modules: (i) Self Service Password Management Software (SSPW), (ii) Finger Biometric Identification
20 (FBID), (iii) Vasco Authentication (Vasco), (iv) Secure Walk Away (SWA), and (v) Virtual Desktop
21 Access (VDA).

22 9. "PatientSecure" means Imprivata's proprietary biometric identification management system
23 software program.

24 10. "Physical Appliance" means an Imprivata physical hardware appliance that uses physical
25 processors.

26 11. "Products" means the Software, the Appliances and Imprivata branded hardware devices,
27 individually or collectively.

28 12. "Services" means Support services and/or other purchased professional implementation and
29 training services, as applicable.

30 13. "Software" means (i) the object code version of the applicable Imprivata proprietary
31 software product, (ii) all modules, interfaces, updates and enhancements, thereto that are provided to
32 you, (iii) any customized features and functions provided by Imprivata pursuant to this Agreement, and
33 (iv) all printed materials and online or electronic documentation provided to you. The Software may be
34 provided with Third Party Code which interoperates with the Software but which is not a part of the
35 Software and is not licensed hereunder.

36 14 "Support" means the services that Imprivata provides to maintain and support the Imprivata
37 Software, which services are further described in Section 10.

1 15. "Third Party Code" means the additional third party software included in the Appliance that
2 is licensed directly to you by third parties. To use such additional Third Party Code you must accept any
3 licensing terms separately provided for such Third Party Code. Imprivata warrants that the Appliance, as
4 a whole with the Third Party Code, will comply with the warranties set forth below, and Imprivata's
5 indemnification obligations set forth below apply to the Appliance as a whole with the Third Party
6 Code.

7 16. "Third Party Hardware" means hardware that is proprietary to a third party (excludes
8 Imprivata branded devices).

9 17. "User" means a named individual authorized by you to use the Software pursuant to a
10 license of the applicable Software purchased (as indicated in the applicable Imprivata Quote or its
11 equivalent if purchasing through an authorized reseller). A separate license must be purchased for each
12 user who uses the Software, regardless of whether the user is actively using the Software at any given
13 time (i.e. the Software is not licensed on a concurrent user basis).

14 18. "Virtual Appliance" means Imprivata virtual (or otherwise emulated) appliance that uses
15 virtual processors.

16 D. LICENSE GRANT. Subject to your compliance with the terms of this Agreement (including
17 payment of all applicable fees to Imprivata or its authorized reseller), Imprivata hereby grants to you a
18 limited, non-exclusive, perpetual (excluding term-based licenses), non-transferable, non-sub-licensable
19 license to permit your employees, independent contractors, consultants, and outsourced workers (in each
20 case performing services for you) to access and use the applicable Software license purchased by you
21 (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized
22 reseller) in object code, provided such use is strictly in accordance with the applicable Software license
23 grant specified below and is solely for your internal business purposes.

24 1. Imprivata OneSign, OneSign Options & Confirm ID. The following license grant set forth
25 in this Section 2 (a) shall apply to OneSign, OneSign Options and Confirm ID licensed on a perpetual
26 basis:

27 a. Subject to the terms and conditions of this Agreement, Imprivata hereby grants you a
28 license for each User license purchased for Imprivata OneSign, OneSign Options and/or Confirm ID (as
29 indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized
30 reseller) to access and use Imprivata OneSign, OneSign Options and/or Confirm ID as prescribed in this
31 Agreement and the published user documentation. You may install and use that applicable portion of the
32 Imprivata OneSign and/or the OneSign Options (as designated in the published user documentation) on
33 the number of Computers matching the number of Computer licenses purchased (as indicated in the
34 applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller) in conjunction
35 with permitted use of the Appliance. All Imprivata OneSign and OneSign Options Software must be
36 used in conjunction with an Appliance.

37 //

1 2. Imprivata PatientSecure. The following license grant set forth in this Section 2 (b) shall
2 apply to the PatientSecure Software:

3 a. Subject to the terms and conditions of this Agreement, Imprivata hereby grants you a
4 license to access and use the Imprivata PatientSecure Software, provided that the Imprivata
5 PatientSecure Software may only be used at; (i) the Named Hospital(s) and/or (ii) the number of Clinics
6 matching the number of Clinic licenses purchased by you for Imprivata PatientSecure (as indicated in
7 the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller). The
8 license fee for Imprivata PatientSecure (for Named Hospitals only) is determined by the number of then-
9 current Licensed Beds at the time of your purchase for all Named Hospitals indicated. In the event the
10 Licensed Beds increases, you shall pay Imprivata additional license and support fees for all additional
11 Licensed Beds, based on Imprivata's then-current price list at the time of any such increase.

12 3. Imprivata Term-Based Licenses. If you purchased a term-based Software license (as
13 indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized
14 reseller) the license terms set forth in 2 (a) and/or 2 (b) shall apply (as applicable), provided, however,
15 said term-based Software license shall commence on delivery of the Software and continue for the
16 duration of the license term (as indicated in the applicable Imprivata Quote or its equivalent if
17 purchasing through an authorized reseller). At the end of such license term, if the Software license is not
18 renewed by you, then the license for such term-based Software shall terminate. The license key
19 distributed by Imprivata to you for any term-based Software license is programmed to expire at the end
20 of the applicable license term at which point the term-based Software cannot be accessed or used.

21 4. Imprivata Cloud Token Service. If you purchased Imprivata Software which utilizes
22 Imprivata's cloud token service (the "Cloud Service"), such Cloud Service is a hosted service offering
23 owned and operated by Imprivata. The Cloud Service provides authentication methods to the Imprivata
24 ID mobile application or by means of a onetime password (OTP) delivered via SMS text (requires a
25 mobile SMS text plan) to your User's mobile device (as applicable). Subject to the terms of this
26 Agreement and provided the Cloud Service is then made commercially available by Imprivata, you are
27 granted a nonexclusive, nontransferable, and limited right to allow your Users via the Internet to access
28 and use the Cloud Service in conjunction with a licensed version of the Imprivata Software utilizing the
29 Cloud Service. Your use of the Cloud Service is solely for your internal business purposes in a manner
30 consistent with the published user documentation. The Imprivata Software which utilizes the Cloud
31 Service requires the download and enrollment of the Imprivata ID mobile application by you as well as
32 an active connection to the Internet from your User's mobile device (via Wi-Fi or cellular data).
33 Imprivata represents and warrants that it will provide the Cloud Service in all material respects in
34 accordance with the published user documentation. You must notify Imprivata of any deficiencies
35 within 30 days of your first use of the Cloud Services. For any breach of the aforementioned warranty,
36 your exclusive remedy and Imprivata's entire liability shall be for Imprivata to use commercially
37 reasonable efforts to correct the deficient Cloud Services. Imprivata shall not be liable for the

1 unavailability of the Cloud Service if, and to the extent, such unavailability is due to one or more of the
2 following circumstances:

- 3 a. (hostile network attacks;
- 4 b. deficiencies caused by the Internet;
- 5 c. force majeure events;
- 6 d. scheduled or emergency maintenance, provided that written notice of such scheduled
7 maintenance is provided to you by Imprivata.

8 5. Restrictions. You may reproduce one copy of the Software solely for back-up purposes.
9 You may not use the Software to provide timesharing, service bureau, subscription or managed service,
10 hosting, rental or similar services. Except as expressly set forth herein, you may not copy, translate,
11 modify or adapt the Software, or any portion thereof, or incorporate it, in whole or any part, in any other
12 product, create derivative works based on the Software, or any portion thereof, or license others to
13 reproduce any copies of the Software, or any portion thereof, and may not decompile, disassemble or
14 reverse engineer the Software, or any component thereof except as permitted by law, and then only after
15 having previously requested in writing from Imprivata the interoperability information you are
16 attempting to obtain. You will ensure that no proprietary notices affixed to or displayed on the Software
17 will be removed or modified.

18 6. Oracle Disclaimer. Some of the Software contains software licensed by Imprivata from
19 Oracle America, Inc. ("Oracle"). As to that software, Oracle is a third party beneficiary of this
20 Agreement and, to the extent permitted by applicable law, Oracle disclaims any liability to you for (a)
21 any damages, whether direct, indirect, incidental, or consequential, and (b) any loss of profits, revenue,
22 data or data use, arising from the use of the Software. Notwithstanding Oracle's disclaimer, all such
23 software is Software warranted by Imprivata and subject to Imprivata's indemnity obligations, all as set
24 forth in this Agreement.

25 7. Right to Audit. At Imprivata's written request not more frequently than once during any 12
26 month period, you agree that your Chief Financial Officer (or person holding equivalent office) shall
27 provide a written certification to Imprivata of the statement of the total number of Users, Computers,
28 Named Hospitals or Clinics using each Imprivata Software product then licensed by you. If you fail to
29 provide such certification within thirty (30) days after Imprivata's request, you consent to Imprivata
30 auditing you to ascertain the number of Users, Computers, Named Hospitals or Clinics, as applicable,
31 such audit to be conducted by an independent auditor during your standard business hours and at your
32 expense. If the inspection reveals an underpayment of any license fees, you shall pay to Imprivata the
33 deficit.

34 E. LIMITED SOFTWARE WARRANTY.

35 1. Imprivata warrants (a) that the Software will conform substantially to Imprivata's published
36 user documentation as of the date of the Software delivery to you for a period of sixty (60) days
37 thereafter and (b) that it will provide any services agreed to between the parties in a good and

1 workmanlike manner consistent with industry standards. This warranty is a limited warranty. It does not
2 apply to (a) Software and other products identified in their product description as being sold or licensed
3 "as-is" or (b) Software and other products identified as "beta" or "pre-release" or the like; all of which
4 are supplied on an "as-is" basis without any warranty of any sort. Imprivata will have no obligation
5 hereunder if the alleged defect is due to (x) causes not within Imprivata's control, including accident,
6 alteration, abuse, misuse or repair not performed by Imprivata or (y) use of the Software other than in
7 accordance with its published specifications. Imprivata's sole liability, and your sole and exclusive
8 remedy, for any breach of the foregoing Software warranty is that Imprivata shall, at its option, repair or
9 replace the Software so that it conforms to the limited warranty set forth above or terminate this
10 Agreement and, refund to you the price paid therefore. For any breach of the foregoing services
11 warranty, Imprivata's sole liability, and your sole and exclusive remedy shall be for Imprivata to re-
12 perform such services, provided you notify Imprivata in writing of any such breach within thirty (30)
13 days after the performance of any nonconforming services.

14 2. IMPRIVATA MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR
15 STATUTORY, AS TO THE SOFTWARE OR THE SERVICES AND ALL OTHER WARRANTIES
16 AS TO QUALITY, CONDITION, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS,
17 MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT
18 ARE EXPRESSLY DISCLAIMED. The Software is not warranted to be error free. You will have sole
19 responsibility for the adequate protection and backup of your data and/or equipment used with the
20 Software. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE
21 OTHER RIGHTS THAT VARY FROM STATE TO STATE, AND COUNTRY TO COUNTRY.

22 F. CONFIDENTIALITY.

23 1. Each party agrees that it will take reasonable steps, at least substantially equivalent to the
24 steps it takes to protect its own proprietary information, to (i) prevent use of the other party's
25 Confidential Information for any purpose other than to carry out its rights and obligations hereunder,
26 and (ii) prevent the disclosure of the other party's Confidential Information other than to its employees
27 or contractors who must have access to such Confidential Information for such party to exercise its
28 rights and perform its obligations hereunder and who each agree to be bound by agreements with a duty
29 of confidentiality no less protective of confidential information than provided herein, and each party
30 shall be responsible to ensure that its employees and consultants comply with the restrictions set forth
31 herein. "Confidential Information" shall mean information furnished or made available directly or
32 indirectly by the disclosing **party** to the receiving party which (x) is marked confidential, proprietary, or
33 with a similar designation; (y) in the case of information given orally or visually, is reduced to a written
34 summary marked with an appropriate restrictive legend and delivered to the receiving party within two
35 (2) weeks after it is furnished hereunder or (z) should be reasonably understood by the receiving party to
36 be the confidential or proprietary information of the disclosing party; without limiting the foregoing, the
37 //

1 Software and the results of benchmark and other tests run by you and resulting from use of the Software
2 shall be deemed to be Imprivata's Confidential Information.

3 2. The parties' obligations set forth in this section shall not apply with respect to any portion
4 of the Confidential Information that: (i) was in the public domain at the time it was communicated to the
5 receiving party; (ii) entered the public domain through no fault of the receiving party; (iii) is rightfully
6 received by the receiving party from a third party without a duty of confidentiality; (iv) is independently
7 developed by the receiving party without use of the Confidential Information; (v) consists of generalized
8 ideas, concepts, know-how or techniques in intangible form that is incidentally retained in the unaided
9 memories of persons who have had authorized access to Confidential Information (provided that this
10 exception shall not be construed to grant to either party a license to the other party's copyrights or
11 patents beyond those otherwise granted in this Agreement); (vi) is disclosed under operation of law,
12 except that the receiving party will disclose only such information as is legally required and will use
13 reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed
14 and will, if legally permitted, provide the other party prompt notice of such possible disclosure prior to
15 disclosure in order to allow an opportunity to contest such disclosure; or (vii) is disclosed with the other
16 party's prior written approval.

17 G. LIMITATION OF LIABILITY. EXCEPTING ONLY IN THE EVENT OF A BREACH BY
18 YOU OF SECTION 2 ("LICENSE GRANT") OR A BREACH BY EITHER PARTY OF SECTION 4
19 ("CONFIDENTIALITY"), NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL,
20 SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS,
21 FORESEEABLE OR UNFORESEEABLE, OF ANY KIND (INCLUDING, WITHOUT LIMITATION,
22 LOSS OF GOODWILL, LOST OR DAMAGED DATA OR SOFTWARE, LOSS OF USE OF
23 PRODUCTS, OR DOWNTIME) ARISING FROM THE SALE, DELIVERY OR USE OF THE
24 APPLIANCES, PERFORMANCE OF ANY SERVICES OR ANY OTHER ACT, EVEN IF ADVISED
25 OF THE POSSIBILITY OF SUCH DAMAGES. IMPRIVATA'S MAXIMUM LIABILITY TO YOU,
26 WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE),
27 PRODUCT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE FEES PAID AND PAYABLE
28 BY YOU TO IMPRIVATA OR ITS AUTHORIZED RESELLER DURING THE PRECEDING
29 TWELVE MONTH PERIOD. MONETARY DAMAGES AS LIMITED BY THIS SECTION SHALL
30 SERVE AS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM UNDER THIS
31 AGREEMENT FOR WHICH AN EXCLUSIVE REMEDY IS NOT PROVIDED, AND AS YOUR
32 SOLE AND EXCLUSIVE ALTERNATIVE REMEDY SHOULD ANY EXCLUSIVE REMEDY
33 HEREUNDER BE FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. NO LIMITATION AS TO
34 DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. The Software may permit the user
35 of the Appliance to record employee information including but not limited to user names, passwords,
36 applications accessed and other information regarding employees' network and corporate information
37 access and usage. You agree to use and safeguard that employee information in accordance with all

1 applicable laws, and Imprivata disclaims any liability for any damages of any kind arising in connection
2 with your use or misuse of that employee information.

3 H. INTELLECTUAL PROPERTY CLAIMS. Imprivata will defend you from and against third
4 party claims (and will indemnify you for any resulting damages, costs or liabilities awarded by a court
5 of final jurisdiction) arising solely from a claim that the Software infringes any United States or
6 European Union patent or any copyright rights (in or of countries that are signatories to the Berne
7 Convention) of a third party. Imprivata's obligation is subject to your compliance with the following
8 procedures: (a) you will promptly notify Imprivata in writing of any claim or the commencement of any
9 suit, action, proceeding or threat that you believe will result in losses for which you will be entitled to
10 defense, provided however, that the failure to give such prompt written notice shall not affect the
11 indemnification provided hereunder except to the extent that such failure shall have actually prejudiced
12 Imprivata; (b) you will tender to Imprivata (and its insurer) full authority to defend or settle any such
13 claim; and (c) you shall cooperate in the defense of such claim. Imprivata has no obligation to indemnify
14 you in connection with any settlement made without Imprivata's prior written consent. Imprivata will
15 defend you against any such claim brought against you by counsel retained at Imprivata's own expense
16 and of Imprivata's own choosing. You shall be permitted to monitor the defense of any such claim with
17 counsel of your choosing at your sole cost and expense. Imprivata shall have no obligation to indemnify
18 you for infringement claims arising in whole or in part from (1) designs, specifications or modifications
19 originated or requested by you, (2) the combination of the Software or any part thereof with other
20 equipment, software or products not supplied by Imprivata, if such infringement or misappropriation
21 would not have occurred but for such combination, (3) your failure to install a mandatory update (and
22 you either had knowledge or were notified by Imprivata to use such version due to a potential or existing
23 infringement claim), where same would have avoided such claim or (4) Third Party Code used apart
24 from the Appliance. You will indemnify and hold Imprivata harmless from and against claims that are
25 the subject of clauses (1)-(3). In the event that the use or sale of any of the Software is enjoined or, in
26 Imprivata's judgment may be enjoined, Imprivata will either: (i) procure for you the right to continue to
27 use the Software, (ii) replace the infringing portion of the Software with a functionally equivalent
28 product or modify it so that it becomes non-infringing, or (iii) direct you to destroy the Software,
29 including any Software installed on your Computers, and return all media and documentation containing
30 the software program documentation or any other materials, copies or reproductions of the foregoing,
31 relating to the Software, and, upon receipt thereof, Imprivata shall reimburse you for (x) the price
32 originally paid by you for any Software licensed on a perpetual license basis, reduced by five year
33 straight line depreciation plus (y) any prepaid fees for term-based Software licenses on a pro-rata basis.
34 Upon Imprivata's fulfillment of the alternatives set out in this section, Imprivata shall be relieved of any
35 further obligation or liability to you as a result of any such infringement or misappropriation. THIS
36 SECTION STATES IMPRIVATA'S ENTIRE LIABILITY TO YOU AND YOUR SOLE REMEDY
37 FOR ANY INFRINGEMENT CLAIMS CONCERNING THE SOFTWARE.

1 I. TERM AND TERMINATION.

2 1. Term. This Agreement shall be effective until terminated by either party as follows: you
3 may terminate the Agreement, in its entirety or only as to the term-based Software, at any time by
4 providing Imprivata with written notice thereof; Imprivata may terminate the Agreement at any time, in
5 its entirety or only as to the term-based Software, but only if you breach Section 2 (License Grant) or
6 Section 4 (Confidentiality). Upon any such termination, all licenses granted herein (or, if the termination
7 is effective only as to the term-based Software, the licenses for such term-based Software) shall become
8 null and void and you must immediately cease using, and destroy all copies of, all the Software or, if
9 applicable, the term-based Software.

10 2. Effect of Termination. The termination of this Agreement shall not relieve either party from
11 its obligation to pay any sums accrued under this Agreement prior to such termination and the parties'
12 rights and obligations under any provisions hereof that contemplate performance subsequent to any
13 termination of this Agreement, including without limitation the provisions regarding Confidentiality,
14 Limitation of Liability, shall survive termination of this Agreement without limiting the foregoing, and
15 excepting only as set forth in Section 6, in no event shall any fees for the Software, including any pre-
16 paid fees for the term-based Software, be refunded to you. Upon the termination of this Agreement, both
17 parties shall promptly, and in any event within thirty (30) days following termination, return to the other
18 party all property and Confidential Information belonging to the other, in all forms partial and complete,
19 in all types of media and computer memory, and whether or not merged with other materials, or, to the
20 extent such return is not reasonably practical, will destroy the foregoing and provide the originating
21 party with a certificate by an officer of the company certifying destruction.

22 J. EXPORT RESTRICTIONS. You are solely responsible for complying with applicable export
23 and import regulations, securing any necessary export or import license(s), obtaining local customs
24 clearance and paying all duties, taxes and other charges. You represent and warrant to Imprivata that
25 you will not export the Software or any portion thereof in violation of applicable laws or regulations.
26 You agree to indemnify and hold Imprivata harmless from and against claims, losses, costs, or liability,
27 arising in connection with your breach of this Section.

28 K. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is a "commercial item," as that
29 term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting in part of "commercial computer software"
30 and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept.
31 1995). Consistent with 48 C.F.R. 12,212 and 48C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all
32 U.S. Government End Users acquire the Software with only those rights set forth herein.
33 Contractor/Manufacturer is: Imprivata, Inc., 10 Maguire Road, Lexington, MA 02421- 3120 U.S.A.

34 L. SUPPORT. You may receive Support on an annual basis commencing with shipment of your
35 Software if you are purchasing Imprivata Support from Imprivata or an Imprivata authorized reseller. At
36 the end of the initial year of Support, or any subsequent anniversary thereof, Support shall automatically
37 renew for successive twelve month periods unless you or Imprivata (or its reseller, as applicable)

1 provides the other with written confirmation of nonrenewal at least thirty (30) days prior to the
2 expiration of the then applicable annual Support period. Notwithstanding the foregoing, Imprivata (or its
3 reseller, as applicable) shall not terminate Support without cause if Imprivata (or its reseller, as
4 applicable) is then providing Support to other similarly situated customers, provided that Imprivata (or
5 its reseller, as applicable) may, with not less than sixty (60) days' notice, change the Support
6 descriptions or pricing effective at the start of the next annual term hereunder. Imprivata or its
7 authorized reseller will invoice you for the renewal not less than thirty (30) days prior to the end of the
8 then applicable annual Support period; payment will be due as of the commencement of the then
9 applicable annual Support period and Imprivata or its reseller may terminate Support if you fail to make
10 the applicable payment within thirty (30) days thereafter. While you participate in Support, Imprivata
11 will provide you (i) telephone and email based technical support in accordance with the Support level
12 purchased and (ii) all new maintenance releases to the Software when and if available (additional
13 information is available at <http://www.imprivata.com/support/customer-center>. Imprivata shall not be
14 required to provide Support on any Software (a) for more than twelve months after its general release, or
15 (b) more than one release behind the currently shipping release of the Software. Any software provided
16 to you pursuant to Support shall be provided as Software licensed under the terms of this Agreement.
17 Notwithstanding the foregoing, Support for a term-based Software license is included in the Software
18 license cost and shall commence on delivery of the Software and continue for the duration of the license
19 term.

20 M. HIGH RISK ACTIVITIES. The Appliance is not fault-tolerant and is not developed or intended
21 for use – including evaluation or trial use –in hazardous environments requiring fail-safe performance,
22 including without limitation in the operation of nuclear facilities, aircraft navigation or control systems,
23 air traffic control, direct life support machines or weapons systems, or any other application in which the
24 failure of the Software could lead to death, personal injury, or severe physical or environmental
25 damages ("High Risk Activities"). Imprivata specifically excludes any express or implied warranty of
26 fitness for High Risk Activities.

27 N. EQUITABLE RELIEF. You agree that, because of the proprietary nature of the Software,
28 Imprivata's remedies at law for a breach by you of your obligations under this Agreement will be
29 inadequate and that Imprivata shall, in the event of a breach or threatened breach, be entitled to
30 equitable relief, including injunctive relief, without the posting of any bond, in addition to all other
31 remedies provided under this Agreement or available at law.

32 O. GENERAL.

33 1. This Agreement (and any purchase orders) contains the entire agreement of the parties with
34 respect to the transactions contemplated by this Agreement and supersedes all prior and
35 contemporaneous agreements, representations and understandings, whether written or oral. No
36 modification or waiver of any provision hereof is effective unless in writing and signed by each party.
37 Imprivata shall not be subject to any provisions of any preprinted purchase order, or any of your

1 policies, regulations, rules, or the like, including those set forth in any of your sponsored registration
2 system (collectively, "Policies"), even if such Policies require affirmative acknowledgement from a
3 Imprivata representative.

4 2. This Agreement is binding upon and inures to the benefit of the parties, their successors and
5 permitted assigns. Neither party may assign or transfer its rights hereunder without the other party's
6 prior written consent, provided that Imprivata may assign this Agreement in connection with a merger or
7 consolidation or the sale of all or substantially all of its assets or stock.

8 3. This Agreement and the rights and obligations of the parties will be governed by and
9 construed in accordance with the laws of the Commonwealth of Massachusetts in the United States. The
10 United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer
11 Information Transactions Act (UCITA) as adopted by any state are specifically excluded from
12 application hereunder.

13 4 The failure of either party to enforce any of the terms hereof will not be construed as a
14 waiver of future enforcement of that or any other term. Neither party is responsible for any delays or
15 failure in performance (except for payment of money) due to any cause beyond the party's reasonable
16 control. If any provision of this Agreement or the application thereof to any party or circumstances shall,
17 to any extent, now or hereafter be or become invalid or unenforceable, the remainder of this Agreement
18 shall not be affected thereby and every other provision of this Agreement shall be valid and enforceable
19 to the fullest extent permitted by law. Section headings used in this Agreement are intended for
20 convenience only and shall not affect the interpretation or construction of this Agreement.

21 5. The parties acknowledge that Imprivata is an independent contractor of yours. In no event
22 will Imprivata or any of its employees be deemed a joint venture party, partner, employee, or agent of
23 yours by virtue of this Agreement.

24 6. Imprivata may from time to time, prior to or during the term of this Agreement, disclose to
25 you information related to planned future products, features or enhancements. Imprivata's development
26 efforts and plans are subject to change at any time, without notice; Imprivata provides no assurances that
27 Imprivata will introduce any such future products, features or enhancements and assumes no
28 responsibility to introduce such products, features or enhancements. You acknowledge that your current
29 purchasing decisions are not made based on the reliance on any such future timeframes or specifics
30 described to you.

31 QUESTIONS. Should you have any questions in regards to this Agreement, please contact Imprivata,
32 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

~~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		
726537-B21-0D1	Factory Integrated	1				
870548-B21	HPE DL Gen10 x8 x16 x8 Rsr Kit	1	\$81.19	\$81.19		

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	870548-B21-0D1	Factory Integrated	1				
2	Q0L14A	HPE SN1200E 16Gb 2p FC HBA	2	\$1,397.59	\$2,795.18		
3	Q0L14A-0D1	Factory Integrated	2				
4	804398-B21	HPE Smart Array E208e-p SR-Gen10-Ctrlr	2	\$211.53	\$423.06		
5	804398-B21-0D1	Factory Integrated	2				
6	817738-B21	HPE Ethernet 10Gb 2-port 562T Adaptor	1	\$450.70	\$450.70		
7	817738-B21-0D1	Factory Integrated	1				
8	P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	1	\$60.00	\$60.00		
9	P010D1366-B21	Factory Integrated	1				
10	804331-B21	HPE Smart Array P408i-a SR-Gen10-Ctrlr	1	\$321.68	\$321.68		
11	804331-B21-0D1	Factory Integrated	1				
12	817745-B21	HPE Ethernet 10Gb 2-port 562FLR T Adapter	1	\$355.94	\$355.94		
13	817745-B21-0D1	Factory Integrated	1				
14	865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	2	\$215.89	\$431.78		
15	865414-B21-0D1	Factory Integrated	2				
16	733660-B21	HPE 2U SFF Easy Install Rail Kit	1	\$53.68	\$53.68		
17	733660-B21-0D1	Factory Integrated	1				
18	HA113A1	HP Installation Service	1				
19	HA113A1-5A6	HPE 300 Series Installation Service	1			\$227.29	
20	GEN10 Linux Database Memory						
21	869854-B21-ABA	HPE DL580 Gen10 CTO Svr	2	\$3,321.09	\$6,642.18		
22	878148-B21	HPE DL580 Gen10 Xeon-Plat8156(3.6GHz/4c) Proc Kit	4	\$7,517.28	\$30,069.12		
23							
24							
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	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	878148-B21-0D1	Factory Integrated	4				
2	878148-B21-L21	HPE DL580 Gen10 Xeon-Plat 8156 (3.6GHz/4e) FIO Proc	2	\$8,396.37	\$16,792.74		
3	815101-B21	HPE 64GB 4Rx4 PC4-2666V L Smart Kit	32	\$1,349.87	\$43,195.84		
4	815101-B21-0D1	Factory Integrated	32				
5	868818-B21	HPE 480GB SATA 6G RI SFF SC DS SSD	4	\$510.17	\$2,040.68		
6	868818-B21-0D1	HPE 480GB SATA 6G RI SFF SC DS SSD Factory Integrated	4				
7	872340-B21	HPE DL580 Gen10 9-slot 6x8/3 x16 Second Riser Kit	2	\$445.20	\$890.40		
8	872340-B21-0D1	Factory Integrated	2				
9	878214-B21	HPE DL580 Gen10 7-slot Pri Riser Kit	2	\$201.10	\$402.20		
10	878214-B21-0D1	Factory Integrated	2				
11	830824-B21	HPE Smart Array P408i p SR Gen10 Ctrlr	2	\$435.04	\$870.08		
12	830824-B21-021	Factory Integrated	2				
13	Q0L14A	HPE SN1200E 16Gb 2p FC HBA	4	\$1,456.23	\$5,824.92		
14	Q0L14A-0D1	Factory Integrated	4				
15	817738-B21	HPE Ethernet 10Gb 2-port 562T Adapter Kit	4	\$460.28	\$1,841.12		
16	P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	2	\$65.05	\$130.10		
17							
18	830272-B21	HPE 1600W FS Plat Ht Plg LH Pwr Sply Kit	8	\$244.32	\$1,954.56		
19	830272-B21-0D1	Factory Integrated	8				
20	869872-B21	HPE Gen10 4U Bezel Kit	2	\$109.58	\$219.16		
21	872222-B21	HPE DL5x0 Gen10 CPU Mezz Kit	2	\$963.19	\$1,926.38		
22	872222-B21-0D1	Factory Integrated	2				

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	868703-B21-ABA	HPE DL380 Gen10 8SFF CTO Server	4	\$1,598.16	\$6,392.64		
2							
3	826858-L21	HPE DL380 Gen10 5122 Xeon-G FIO Kit	4	\$1,490.24	\$5,960.96		
4							
5	815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	32	\$554.68	\$17,749.76		
6							
7	815100-B21-0D1	Factory Integrated	32				
8							
9	826708-B21	HPE DL38X Gen10 Universal Media Bay	4	\$71.16	\$284.64		
10							
11	826708-B21-0D1	Factory Integrated	4				
12							
13	868818-B21	HPE 480GB SATA 6G RI SFF SC DS SSD	8	\$510.17	\$4,081.36		
14							
15	868818-B21-0D1	HPE 480GB SATA 6G RI SFF SC DS SSD Factory Integrated	8				
16							
17	726537-B21	HPE 9.5mm SATA DVD RW Jb Gen9 Kit	4	\$88.54	\$354.16		
18							
19	726537-B21-0D1	Factory Integrated	4				
20							
21	Q0L14A	HP SN1200E 16Gb 2p FC HBA	8	\$1,456.23	\$11,649.84		
22							
23	Q0L14A-0D1	Factory Integrated	8				
24							
25	817738-B21	HPE Ethernet 10Gb 2-port 562T Adapter	4				
26							
27	P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	4	\$65.05	\$260.20		
28							
29	804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	4	\$271.61	\$1,086.44		
30							
31	804331-B21-0D1	Factory Integrated	4				
32							
33	817745-B21	HPE Ethernet 10Gb 2-port 562FLR-T Adapter	4	\$374.39	\$1,497.56		
34							
35	865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	8	\$179.09	\$1,432.72		
36							
37	865414-B21-0D1	Factory Integrated	8				
	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		

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	733660-B21-0D1	Factory Integrated	4				
2	868703-B21-ABA	HPE DL380 Gen10 8SFF CTO Server	1	\$1,598.16	\$1,598.16		
3	826864-L21	HPE DL380 Gen10 6128 Xeon-G FIO Kit	1	\$2,192.25	\$2,192.25		
4	815100-B21	HPE 32GB 2Rx4 PC4 2666V R Smart Kit	8				
5	815100-B21-0D1	Factory Integrated	8	\$554.68	\$4,437.44		
6	826708-B21	HPE DL38X Gen10 Universal Media Bay	1	\$71.16	\$71.16		
7	826708-B21-0D1	Factory Integrated	1				
8	868818-B21	HPE 480GB SATA 6G RI SFF SC DS	2	\$510.17	\$1,020.34		
9	868818-B21-0D1	HPE 480GB SATA 6G RI SFF SC DS Factory Integrated	2				
10	726537-B21	HPE 9.5mm SATA DVD-RW Jb Gen9 Kit	1	\$88.54	\$88.54		
11	726537-B21-0D1	Factory Integrated	1				
12	Q0L14A	HPE SN1200E 16Gb 2p FC HBA	2	\$1,456.23	\$2,912.46		
13	Q0L14-0D1	Factory Integrated	2				
14	817738-B21	HPE Ethernet 10Gb 2 port 562T Adapter	1	\$460.28	\$460.28		
15	P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	1	\$65.05	\$65.05		
16	804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	1	\$271.61	\$271.61		
17	804331-B21-0D1	Factory Integrated	1				
18	817745-B21	HPE Ethernet 2 port 562FLR-T Adapter	1	\$374.39	\$374.39		
19	865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	2	\$179.09	\$358.18		
20	865414-B21-0D1	Factory Integrated	2				
21	867809-B21	HPE Gen10 2U Bezel Kit	1	\$56.20	\$56.20		

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	733660-B21	HPE 2U SFF Easy Install Rail Kit	1	\$73.67	\$73.67		
2	733660-B21-0D1	Factory Integrated	1				
3	P9Q39A	HPE G2 Basic Mdlr 4.9kVA/C19 NA/JP PDU	2	\$109.64	\$219.28		
4	HF385A1	CTO HP CP SVC FOR PROLIANT TRAINING	2	\$836.00	\$1,672.00		
5	P9Q66A	HPE G2 IEC C20 Input/(8)C13 ExpanOutlets/PDUExtenBar	2	\$48.74	\$97.48		
6	HA113A1	HP Installation Service	1				
7	HA113A1-5A1	HPE 500 Series Installation Service	2			\$953.21	
8	HA113A1-5A6	HPE 300 Series Installation Service	5			\$1,654.91	
9	869854-B21	HPE DL580 Gen10 8SFF-CTO	2	\$6,199.00	\$12,398.00		
10	665240-B21-0D1	Factory Integrated	2				
11	6652240-B21	HP Ethernet 1GB 4 port 366FLR Adapter	2	\$329.00	\$658.00		
12	868703-B21	HPE DL380 Gen10 8SFF CTO Server	5	\$2,359.00	\$11,795.00		
13	Gen10 Linux Application Memory						
14	869854-B21-ABA	HP DL580 Gen10 CTO Svr	2	\$3,320.31	\$6,640.62		
15	878149-L21	HPE DL580 Gen10 Xeon-PI 8158 (3GHz/12e) FIO Proc Kit	2	\$8,395.10	\$16,790.20		
16	878149-B21	HPE DL580 Gen10 Xeon-Plat 8158 (3GHz/12e) Proc Kit	2	\$7,516.02	\$15,032.04		
17	815101-B21	HPE 64GB 4Rx4 PC4-2666V-L Smart Kit	32	\$1,349.30	\$43,177.60		
18	815101-B21-0D1	Factory Integrated	32				
19	868818-B21	HPE 480GB SATA 6G RI SFF-SC-DS-SSD	4	\$510.09	\$2,040.36		
20	868818-B21-0D1	HPE 480GB SATA 6G RI	4				

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1		SFF-SC-DS-SSD-Factory					
2		Integrated					
3							
4							
5	872340-B21	HPE-DL580-Gen10-9-slot-6	2	\$445.20	\$890.40		
6		x8/3-x16-Second-Riser-Kit					
7	872340-B21-0D1	Factory-Integrated	2				
8							
9							
10							
11	878214-B21	HPE-DL580-Gen10-7-slot	2	\$201.10	\$402.20		
12		Pri-Riser-Kit					
13	878214-B21-0D1	Factory-Integrated	2				
14							
15	830824-B21	HPE-Smart-Array-P408i-p	2	\$434.98	\$869.96		
16		SR-Gen10-Ctrlr					
17	830824-B21-0D1	Factory-Integrated	2				
18							
19	Q0L14A	HPE-SN1200E	4	\$1,455.97	\$5,823.88		
20							
21	Q0L14A-0D1	Factory-Integrated	4				
22							
23	817738-B21	HPE-Ethernet-10Gb-2-port	4	\$460.20	\$1,840.80		
24		562T-Adapter					
25	P01366-B21	HPE-96W-Smart-Storage	2	\$65.04	\$130.08		
26		Battery-145mm-Cable					
27	830272-B21	HPE-1600W-FS-Plat-Ht-Plg	8	\$244.27	\$1,954.16		
28		LH-Pwr-Sply-Kit					
29	830272-B21-0D1	Factory-Integrated	8				
30							
31	869872-B21	HPE-Gen10-4U-Bezel-Kit	2	\$109.58	\$219.16		
32							
33	869872-B21-0D1	Factory-Integrated	2				
34							
35	868703-B21-ABA	HPE-DL380-Gen108SFF	4	\$1,598.16	\$6,392.64		
36		CTO					
37	826864-L21	HPE-DL380-Gen10-6128	4	\$2,192.25	\$8,769.00		
		Xeon-g-FIO-Kit					
	815100-B21	HPE-32GB-2Rx4-PC4-	32	\$554.55	\$17,745.60		
		2666V-R-Smart-Kit					
	815100-B21-0D1	Factory-Integrated	32				
	826708-B21	HPE-DL38X-Gen10	4	\$71.15	\$284.60		
		Universal-Media-Bay					
	826708-B21-0D1	Factory-Integrated	4				
	8688818-B21	HPE-480GB-SATA-6G-RI	8	\$510.09	\$4,080.72		
		SFF-SC-DS-SSD					
	8688818-B21-0D1	HPE-480GB-SATA-6G-RI	8				
		SFF-SC-DS-SSD-Factory					
		Integrated					
	726537-B21	HPE-9.5mm-SATA-DVD-	4	\$88.54	\$354.16		

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1		RW Jb-Gen9 kit					
2							
3	726537-B21-0D1	Factory-Integrated	4				
4							
5	Q0L14A	HPE-SN1200E-16Gb-2p-FC HBA	8	\$1,455.97	\$11,647.76		
6							
7	Q0L14A-0D1	Factory-Integrated	8				
8	817738-B21	HPE-Ethernet-10Gb-2-port 562T-Adapter	4	\$460.20	\$1,840.80		
9							
10	P01366-B21	HPE-96W-Smart-Storage Battery-145mm-Cable	4	\$65.04	\$260.16		
11							
12	804331-B21	HPE-Smart-Array-P408i-a SR-Gen10-Ctrlr	4	\$271.54	\$1,086.16		
13							
14	804331-B21-0D1	Factory-Integrated	4				
15	817745-B21	HPE-Ethernet-10Gb-2-port 562FLR-T-Adapter	4	\$374.31	\$1,497.24		
16							
17	865414-B21	HPE-800W-FS-Plat-HT-Plg LH-Pwr-Sply-Kit	8	\$179.06	\$1,432.48		
18							
19	865414-B21-0D1	Factory-Integrated	8				
20	867809-B21	HPE-Gen10-2U-Bezel-Kit	4	\$56.19	\$224.76		
21	733660-B21	HPE-2U-SFF-Easy-Install Rail-Kit	4	\$73.67	\$294.68		
22							
23	733660-B21-0D1	Factory-Integrated	4				
24	868703-B21-ABA	HP-DL380-Gen10-8SFF CTO-Server	1	\$1,598.16	\$1,598.16		
25							
26	826864-L21	HPE-DL380-Gen10-6128 Xeon-G-FIO-Kit	1	\$2,192.25	\$2,192.25		
27							
28	8151001-B21	HPE-32GB-2Rx4-PC4-2666V-R-Smart-Kit	8	\$554.55	\$4,436.40		
29							
30	8151001-B21-0D1	Factory-Integrated	8				
31							
32	826708-B21	HPE-DL38X-Gen10 Universal-Media-Bay	1	\$71.15	\$71.15		
33							
34	826708-B21-0D1	Factory-Integrated	1				
35	868818-B21	HPE-480GB-SATA-6G-RI SFF-SC-DS-SSD	2	\$510.09	\$1,020.18		
36							
37							

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	868818-B21-0D1	HPE 480GB SATA 6G RI	2				
2		SFF-SC-DS-SSD-Factory					
3		Integrated					
4							
5							
6	726537-B21	HPE 9.5mm SATA DVD-	1	\$88.54	\$88.54		
7		RW Jb-Gen9 Kit					
8	726537-B21-0D1	Factory-Integrated	1				
9	Q0L14A	HPE SN1200E-16Gb-2p-FC	2	\$1,455.97	\$2,911.94		
10		HBA					
11	Q0L14A-0D1	Factory-Integrated	2				
12	817738-B21	HPE Ethernet 10Gb 2-port	1	\$460.20	\$460.20		
13		562T Adapter					
14	P01366-B21	HPE 96W Smart Storage	1	\$65.04	\$65.04		
15		Battery 145mm Cable					
16	804331-B21	HPE Smart Array P408i-a	1	\$271.54	\$271.54		
17		SR-Gen10 Ctrlr					
18	804331-B21-0D1	Factory-Integrated	1				
19	817745-B21	HPE Ethernet 10Gb 2-port	1	\$374.31	\$374.31		
20		562FLR T Adapter					
21	865414-B21	HPE 800W FS Plat Ht Plg	2	\$179.06	\$358.12		
22		LH Pwr Sply Kit					
23	865414-B21-0D1	Factory-Integrated	2				
24							
25	867809-B21	HPE Gen10 2U Bezel Kit	1	\$56.19	\$56.19		
26							
27	733660-B21	HPE 2U SFF Easy-Install	1	\$73.67	\$73.67		
28		Rail Kit					
29	733660-B21-0D1	Factory-Integrated	1				
30	P9Q66A	HPE G2 IEC C20	2	\$48.74	\$97.48		
31		Input/(8)C13					
32		ExpanOutlets/PDUExtenBar					
33	P9Q39A	HPE G2 Basic Mdlr	2	\$109.62	\$219.24		
34		4.9kVA/C19-NA/JP PDU					
35	HA113A1	HP Installation Service	1				
36	HA113A1-5A1	HPE 500 Series Installation	2			\$953.21	
37		Service					

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	HA113A1-5A6	HPE 300 Series Installation Service	5			\$1,654.91	
2	HF385A1	CTO HP CP SVC FOR PROLIANT TRAINING	2	\$836.00	\$1,672.00		
3	817738-B21-0D1	Factory Integrated	4	\$460.20	\$1,840.80		
4	P01366-B21-0D1	Factory Integrated	2				
5	869854-B21	HPE DL380 Gen10 8SFF CTO Server	2	\$6,199.00	\$12,398.00		
6	665240-B2	HP Ethernet 1GB 4-port 366FLR Adapter	2	\$329.00	\$658.00		
7	868703-B21	HPE DL380 Gen10 8SFF CTO Server	5	\$2,359.00	\$11,795.00		
8	Tech-EPCS						
9	HDW-IMP-1C	Imprivata Fingerprint Reader FIPS/EPCS (Qty 25-999)	70	\$145.00	\$10,150.00		
10	MSA 2050 Dual SAS						
11	Q1J29A	HPE MSA 2050 SAS Dual Controller	1	\$6,428.71	\$6,428.71		
12	J9F49A-0D1	Factory Integrated	24	\$0	\$0		
13	J9F49A	HP MSA 1.8TB 12G SAS 40K 2.5in 512e HDD	24	\$713.99	\$17,135.76		
14	Q1J07A-0D1	Factory Integrated	1	\$0	\$0		
15	Q1J07A	HPE MSA 2050 SFF Disk Enclosure	1	\$2,055.86	\$2,055.86		
16	J9F49A-0D1	Factory Integrated	24	\$0	\$0		
17	J9F49A	HP MSA 1.8TB 12G SAS 40K 2.5in 512e HDD	24	\$713.99	\$17,135.76		
18	Q1J07A-0D1	Factory Integrated	1	\$0	\$0		
19	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		

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	Q2014A	HPE LTO 7 Ultrium RW	1	\$41.79	\$41.79		
2		Bar Code Label Pack					
3	HPE SN6010C 2ea with 48 Active Ports						
4	K2Q17A	HP SN6010C 48 port 16Gb	2	\$9,347.07	\$18,694.14		
5		FC Switch					
6	K2Q17A-05Y	2.4 Jumper (IEC320	2				
7		C13/C14 M/F CEE 22)					
8	HA223A1-5FE	2/16 FC Installation	2			\$1,212.20	
9	C8S72A	HP C series 16GB FC SW	96	\$197.18	\$18,929.28		
10		SFP+ Transceiver					
11	QK734A	HP Premier Flex LC/LC	64	\$54.30	\$3,475.20		
12		OM4 2f 5m Cbl					
13	H2S81A1	HPE Onsite NW Conf and	2			\$8,327.74	
14		Int Bus Hrs					
15	H2S83A1	HPE Onsite NW Conf and	2			\$5,384.72	
16		Int Addl Day SVC					
17	JD097C	HPE X240 10G	20	\$269.00	\$5,380.00		
18		SFP+SRP+3m DAC Cable					
19	JG081C	HPE X240 10G	30	\$299.00	\$8,970.00		
20		SFP+SRP+5m DAC Cable					
21	HA113A1	HP Installation Service	1				
22	Technology 2 Node Cluster Cloud Appliance						
23	Q8D81A	HPE SimpliVity 380 Gen10	2	\$4,648.10	\$9,296.20		
24		Node					
25	Q8D81A-001	HPE SimpliVity 380 Gen10	2	\$0.52	\$1.04		
26		VMWare Solution					
27	826862-L21	HP DL380 Gen10 6126	2	\$2,365.68	\$4,731.36		
28		Xeon G FIO Kit					
29	Q8D87A	HPE SimpliVity 384G 12	2	\$9,310.98	\$18,621.96		
30		DIMM FIO Kit					
31	Q5V86A	HPE SimpliVity 380 for	2	\$7,678.81	\$15,357.62		
32		6000 Series Small Storage					
33		Kit					
34	P01366-B21	HPE 96W Smart Storage	2	\$76.22	\$152.44		
35		Battery 145mm Cable					

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	P01366-B21-0D1	Factory Integrated	2	\$0	\$0		
2	804331-B21-0D1	Factory Integrated	2	\$0	\$0		
3		HPE 96W Smart Array					
4	804331-B21	P408i-a SR-Gen10 Ctrlr	2	\$305.17	\$610.34		
5		HP FlexFabric 10Gb 2P					
6	700759-B21	533FLR T Adptr	2	\$248.21	\$496.42		
7	700759-B21-0D1	Factory Integrated	2				
8	830272-B21-0D1	Factory Integrated	4				
9		HPE 1600W FS Plat Ht Plg					
10	830272-B21	LH Pwr Sply Kit	4	\$202.03	\$808.12		
11	867809-B21	HPW Gen10 2U Bezel Kit	2	\$37.33	\$74.66		
12	867809-B21-0D1	Factory Integrated	2				
13	733660-B21-0D1	Factory Integrated	2				
14		HPE 2U SFF Easy Install			\$83.72		
15	733660-B21	Rail Kit	2	\$41.86			
16		HPE DL380 Gen10 High					
17	826706-B21	Perf Heatsink Kit	2	\$103.77	\$207.54		
18	826706-B21-0D1	Factory Integrated	2	\$0	\$0		
19		HP Installation and Startup					
20	HA114A1	Service	1			\$877.91	
21		HPE Simplivity 380 HW					
22	HA1141-SLY	Startup	2			\$2,529.16	
23		HP Fetry Exp High End					
24	HA124A1	Storage Pkg 5-SVC	1				
25	Cisco Switches						
26		Nexus 9300 with 48p 10G					
27	N9K-C93108TC-	Base T and 6p 100G		\$12,228.7			
28	EX	QSFP28	2	5	\$24,457.50		
29		Nexus 3064PQ Accessory					
30	N3K-C3064-ACC-	Kit	2				
31		N9300 License PAK					
32	N93-LIC-PAK	Expansion	2				
33		Nexus 2K/3K/9K Single					
34	NXA-FAN-	Fan, port side exhaust					
35	30CRM-F	airflow	8				
36	NXA-PAC-650W-	Nexus NEBs AC 650W	4				
37							

	Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
1	PE	PSU—port Side Exhaust					
2		Power Cord 125VAC 13A					
3		NEMA 5-15 Plus North					
4	CAB-9K12A-NA	America	4				
5							
6	CVR-QSFP-SFP10G=	QSFP to SFP10G Adaptor	6	\$190.22	\$1,141.32		
7							
8	SFP-10G-SR-S=	10GBASE-SR SFP Module	8	\$353.28	\$2,826.24		
9		Enterprise-Class					
10	WS-C3850-48T-S	Cisco Catalyst 3850 48 Port	2	\$6,250.25	\$12,500.50		
11		Data IP Base					
12	PWR-CI-350WAC/2	350W AC Config 1	2	\$353.28	\$706.56		
13		Secondary Power Supply					
14		North America AC Type A					
15	CAB-TA-NA	Power Cable	4				
16							
17	STACK-T1-50CM	50CM Type 1 Stacking	2	\$54.35	\$108.70		
18		Cable					
19	CAB-SPWR-30CM	Catalyst 3750X and 3850	2	\$51.63	\$103.26		
20		Stack Power Cable 30 CM					
21	C3850-NM-BLANK	Cisco Catalyst 3850	2				
22		Network Module Blank					
23		350W AC Config 1 Power					
24	PWR-CI-350WAC	Supply	2				
25							
26	CAB-CONSOLE-USB	Console Cable 6 ft with	2	\$16.30	\$32.60		
27		USB Type A and mini-B					
28	Database Migration Professional Services						
29	CFG_DB_MIGRATION	Database Migration Package	1				
30	Technology Services						
31	BEDROC-FFPSNETWORK	Network Switch Installation	1			\$18,650.00	
32	Lab Imaging						
33	PA03670-B055	Fujitsu fi 7160 Document	3	\$875.00	\$2,625.00		
34		Scanner					
35	Shipping Estimate						\$12,500.00
36	Tax Estimate						\$52,993.18
37	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
Gen10 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

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
BD505A-0D1	Factory Integrated	1			4001_HPP
CFG_MSS	Millennium Sublicensed Software				
D55V1LL	Restricted Use IBM MQ Value Unit License + SW M	210 0	\$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 3-yr Support	2	\$182.74	\$365.48	4001_HPP
Q8A59A	HPE OmniStack 8-14e-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	

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Pass Through Code
Sublicensed Software Grand Total				\$ 331,894.08	\$331,894.08

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~~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)	CTPHACM PAIXSCR_02	33 CPU	\$0	\$18,150.00	\$19,800.00	\$37,950.00
HA Scripts for Millennium (per CPU)	0055908	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

Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
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
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	PF 20450S	2775 FTE	\$37,502.40	\$37,502.40	\$37,502.40	\$112,507.20

Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
Enterprise Billing & Accounting						
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
Unanticipated maintenance and support service related needs (reference Exhibit A, V.A.1.a.1., V.A.1.b.6., and V.A.1.c.1.).			\$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

Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
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 Management	PA-25200S	2775 FTE	\$3,413.04	\$3,413.04	\$3,413.04	\$10,239.12
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_AM T	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 Medical Documents Management	IF-29083S_AM T	300 FTE	\$84.00	\$84.00	\$84.00	\$252.00

Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
Orders Outgoing (with statuses)	IF-29230S	300 FTE	\$84.00	\$84.00	\$84.00	\$252.00
Orders Outgoing (with statuses)	IF-29230S	300 FTE	\$588.00	\$588.00	\$588.00	\$1,764.00
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	\$52,490.46	\$57,262.32	\$-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_AM T	500 GB	\$10,629.96	\$10,629.96	\$10,629.96	\$31,889.88
Cerner Health Information Management	MR-20400S_AM T	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-DRTOOLKI T_AMT	1 PROD domain	\$21,145.32	\$21,145.32	\$21,145.32	\$63,435.96

Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
P2Sentinel—Enterprise 12-Cores	CTM-P2S- ENT- 1-AMT	12-cores	\$11,724.72	\$11,724.72	\$11,724.72	\$35,174.16
PowerInsight Explorer	PI- 20611S-AM T	1-PROD domain	\$31,308.72	\$31,308.72	\$31,308.72	\$93,926.16
SAP—Business—Objects Runtime—License—for PowerInsight	PI- 20701S-AM T	1	\$11,724.72	\$11,724.72	\$11,724.72	\$35,174.16
Mpages—Development ToolKit	PS- 22700S-AM T	188,000-OP visits	\$29,760.00	\$29,760.00	\$29,760.00	\$89,280.00
Cerner—Health Information Management	MR- 20400S-AM T	595-FTE	\$7,488.00	\$7,488.00	\$7,488.00	\$22,464.00
Cerner—Health Information Management	MR- 20400S-AM T		\$9,984.00	\$9,984.00	\$9,984.00	\$29,952.00
PowerChart Ambulatory	PV- 20230S-AM T	15-Providers	\$5,196.00	\$5,196.00	\$5,196.00	\$15,588.00
Mpages—Development Toolkit	PS- 22700S-AM T	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			\$1,268,584.74	\$1,337,478.34	\$1,344,175.20	\$3,950,238.28

~~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		-\$81,168.00
HP Integrity rx6600 Rack 4 way 4 x Itanium 2 - SA MNT: HP Integrity rx6600 -Rac	AD134A	2	\$26,479.80	\$26,479.80		-\$52,959.60
HP M6412 A Fibre Channel Drive Enclosure MNT: HP M6412 A Fibre Channel	AG638B	8	\$3,744.00	\$3,744.00		-\$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 Ultrium	AJ030A	1	\$2,676.00	\$2,676.00		-\$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		-\$2,880.00
DL380 G5 Base Storage Server MNT: DL380 G5 Base Storage Ser	AG815B	1	\$1,056.00	\$1,056.00		-\$2,112.00
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	507864	22	-\$7,920.00	-\$7,920.00	-\$7,920.00	-\$23,760.00

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
BL460C G6-C	B21					
HP B-Series 8/40 SAN Switch Su	HA110A5 9LK	2	\$1,296.00	\$1,296.00	\$1,296.00	\$3,888.00
P6500 EVA Dual Controller Arra	HA110A5 Q24	1	\$504.00	\$504.00	\$504.00	\$1,512.00
P6300/P6500 Drive Enclosure 5	HA110A5 Q25	20	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
P6300/P6500 HDD Support 5yr HW	HA110A5 Q26	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 1	458575-B21	1				
MNT: Compaq Power-distributi	252663-D72	2				
MNT: HP Rack side panel-me	AF054A	2				
MNT: HP FC1142SR-HBA-PCIE	AE311A	2				
MNT: HP Integrity DVD-ROM Driv	AD142A	2				

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: 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	E2362B	3				
MNT: HP SCSI external termin	E2364A	3				
MNT: HP Rack 10642 G2 Shock Pa	AF002A	3				
MNT: 16A High Voltage mPDU WW	252663-B24	4				
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	AD210A	8				

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
rx76/86,rp74/84						
146GB						
MNT: HP COMBO	AD194A	12				
PCI-x 2p 4Gb FC						
MNT: HP PCI-X 2p	XAB290A	12				
1000BT, 2p U3						
MNT: HP Memory	AB565A	16				
8 GB (4 x						
MNT: HP Servers	AB455A	24				
8GB DDR2 Memor						
MNT: HP Fibre	221692-	38				
Channel cable	B23					
MNT: HP Tape Array	C7508BZ	2				
5300 Factor						
MNT: HP 8/40 Base	AM869A	1				
24 ports Ena						
MNT: HP BLc7000 1	413379-	2				
PH FIO Power	B21					
MNT: HP BLc7000	456204-	2				
DDR2 Encl Mgmt	B21					
MNT: Cisco Catalyst	451438-	4				
3120G Blad	B21					
MNT: HP Active Cool	412140-	12				
Fan Fan	B21					
MNT: HP X5560	507792-	22				
BL460e G6 FIO Ki	L21					
MNT: Processor	507792-	22				
upgrade 1 x I	B21					
MNT: HP SFF ENT	504062-	44				
3G 146GB	B21					

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: HP Memory 1x2GB 2Rx	500656-B21	88				
HP 5y Support Plus 24 SVC	HA110A5	1				
HP 5y Support Plus 24 SVC	HA110A5	1				
MNT: PowerMic II Non-Scanner M	0POWM2 N-D04	15	\$1,327.56	\$1,327.56	\$1,327.56	\$3,982.68
PowerMic II Non-Scanner Microp	0POWM2 N-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.7.a., and V.A.1.c.2.).			\$10,000.00	\$10,000.00	\$10,000.00	\$30,000
Equipment Maintenance Grand Total			\$112,576.60	\$117,165.76	\$41,185.96	\$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

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 Sekt/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
HPE RH Svr 2 Sekt/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

Pre-Paid Equipment Maintenance Fee Schedule Table					
Solution Name	Cerner Product Code	Initial Term (mo)	Inventory Quantity	Period Two	Total
HPE 5Y Proactive Care 24x7 wDMR Service MSA 2050 Storage Spt 60 months	HHK93A5-RC0	60	1	\$5,266.28	\$5,266.28
HPE 5Y ProactiveCare 24x7 wDMR Svc MSA 2050 DiskEnclosureSpt 60 months	HHK93A5-RC2	60	2	\$7,917.56	\$7,917.56
MSL Library					
HP 5Y 4hr 24 x 7 w DMR Proactive Care SVC	HHK93A5	60	1	\$0	\$0
MSL4048 Library Support	HHK93A5-80K	60	1	\$7,452.50	\$7,452.50
HPE SNS6010C 2ea with 48 active ports each					
HPE SN6010C 48 port 16Gb FC Switch Support	HHK92A5 U2M	60	2	\$15,141.11	\$15,141.11
HPE 5Y Proactive Care 24x7 Service 60 months	HHK92A5	60	1	\$0	\$0
2 Node Cluster Cloud Appliance					
iLO Advanced Non Blade 3yr SW Support	HHK92A3 R2M	36	4	\$0	\$0
HPE SVT 380 Gen10 Node 1 Node Support	HHK92A3-Z9X	36	2	\$ 30.30	\$ 30.30
HP 3Y 4 hr 24x7 Proactive Care SVC 36 months	HHK92A3	36	2	\$3,715.83	\$3,715.83
HPE OmniStack 8-14e 1P Small Support	HHK92A3-ZA0	36	2	\$0	\$0
Cisco Switches					
3YR SNTC 24X7X40S Nexus 9300 with 48p 10G BASE-T and 6p 10	CON-3OSP-93108TCX	36	2	\$10,415.64	\$10,415.64
3YR SNTC 24X7X40S Catalyst 3850 48 Port Data IP Base	CON-3OSPWSC388 TS	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	\$9,300.00	\$0	\$0	\$9,300.00
Cerner Workflow Authentication	CTP-CERNWORLD RKFLOW C	90 Users	\$0	\$12,870.00	\$14,040.00	\$26,910.00
Subscription Services Grand Total			\$62,699.88	\$66,269.88	\$67,439.88	\$196,409.64

~~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-HealthLife	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
HealthLife	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	\$100,123.00	\$101,436.00	\$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-DRRECUR	300 CCU	\$296,870.28	\$298,531.09	\$325,670.28	\$921,071.65
DR Millennium Toolkit	CTP-DRTOOLKIT	1				
Application Managed Services		1		\$490,545.00	\$535,140.00	\$1,025,685.00
Managed Services Grand Total			-\$296,870.28	-\$789,076.09	-\$860,810.28	\$1,946,756.65

~~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	\$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 Submitters				
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

~~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-1500-2000	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
MNT: APPLICATIONXTENDER IMAGE CAPTURE SERVER	456-100-425	1	\$144.00	\$144.00	\$144.00	\$432.00
MNT: APPLICATIONXTENDER PROINDEX FULL TEXT CLIENT 1 CC USE	456-100-428	1	\$72.00	\$72.00	\$72.00	\$216.00
MNT: APPLICATIONXTENDER 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	456-100-468	1	\$2,940.00	\$2,940.00	\$2,940.00	\$8,820.00
MNT: APPLICATIONXTENDER PROINDEX FULLTEXT SERVER	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
MNT: DISKXTENDER FOR WINDOWS FILE SYSTEM MGR SERVER	456-004-587	1	\$1,176.00	\$1,176.00	\$1,176.00	\$3,528.00

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
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-ORNEE-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	4	\$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	E0256LL	1200	\$9,316.80	\$9,316.80	\$9,316.80	\$27,950.40
VERITAS Storage Ent Cluster 6:	UFSQFZZ 0-EHRA	68	\$1,601.04	\$1,601.04	\$1,601.04	\$4,803.12
Oracle Named User, Full 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	RHLINU X-AS	4	\$3,999.84	\$3,999.84	\$3,999.84	\$11,999.52
Red Hat AS Linux License	RHLINU X-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

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
Red Hat Enterprise Linux ES	RHLINUX-ESB	5	\$1,752.00	\$1,752.00	\$1,752.00	\$5,256.00
Red Hat Enterprise Linux ES	RHLINUX-ESB	5	\$1,733.04	\$1,733.04	\$1,733.04	\$5,199.12
APPLICATIONXTE DER WEB SERVICES	456-100-402	1	\$1,944.00	\$1,944.00	\$1,944.00	\$5,832.00
APPLICATIONXTE DER 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
APPLICATIONXTE DER 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
APPLICATIONXTE DER WEB SERVICES	111631	1	\$1,944.00	\$1,944.00	\$1,944.00	\$5,832.00
APPLICATIONXTE DER SERVER 250 CC USER	456-100-471	1	\$42,184.80	\$42,184.80	\$42,184.80	\$126,554.40
APPLICATIONXTE DER SERVER 10 CC USER	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	43C0097-CRESG	1	\$2,035.20	\$2,035.20	\$2,035.20	\$6,105.60
Restricted Use IBM MQ Value Unit License + SW Maintenance	D55VILL	400	\$4,704.00	\$4,704.00	\$4,704.00	\$14,112.00
HP-UX 11i HAOE Integ 4Skt/4Core PSA 5yr Supp	HA110A51X2	8	\$17,360.52	\$17,360.52		-\$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		-\$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		-\$10,368.00

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
HP UX 11i v2 Serviceguard RAC PCL LTU MNT: HP UX 11i v2 Serviceguard	T1907BA-PS	4	\$2,016.00	\$2,016.00		-\$4,032.00
HP UX 11i v3 Data Center OE LTU MNT: HP UX 11i v3 Data Center	BA931AC-PS	6	\$6,840.00	\$6,840.00		-\$13,680.00
Command View P6500 EVA Unlimit	HA110A5 Q1Y	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		-\$3,792.00
MNT: HP UX 11i v2 Serviceguard	T1907BA-PS	4	\$1,440.00	\$1,440.00		-\$2,880.00
MNT: HP UX 11i v2 Serviceguard	T1907BA-UD	4	\$1,440.00	\$1,440.00		-\$2,880.00
MNT: HP UX 11i v2 Serviceguard	T1907BA-PS	8	\$2,880.00	\$2,880.00		-\$5,760.00
MNT: HP UX 11i v2 Serviceguard	T1907BA-PS	8	\$2,880.00	\$2,880.00		-\$5,760.00
MNT: HP UX 11i v2 Serviceguard	T1907BA-UD	8	\$2,880.00	\$2,880.00		-\$5,760.00
MNT: HP UX 11i v2 Serviceguard	T1907BA-UD	8	\$2,880.00	\$2,880.00		-\$5,760.00
MNT: HP UX 11i v3 Data Center	BA931AC-PS	8	\$7,584.00	\$7,584.00		-\$15,168.00
MNT: HP UX 11i v3 Data Center	BA931AC-PS	8	\$7,584.00	\$7,584.00		-\$15,168.00
MNT: HP UX 11i v3 Data Center	BA931AC-PS	8	\$7,584.00	\$7,584.00		-\$15,168.00
MNT: HP UX 11i v3 Data Center	BA931AC-UD	8	\$7,584.00	\$7,584.00		-\$15,168.00
MNT: HP UX 11i v3 Data Center	BA931AC-UD	8	\$7,584.00	\$7,584.00		-\$15,168.00
MNT: HP UX 11i v3 Data Center	BA931AC-UD	8	\$7,584.00	\$7,584.00		-\$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	-\$7,800.00	-\$7,800.00	\$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	456-004-	1	\$1,820.52	\$1,820.52	\$1,820.52	\$5,461.56

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
TSM 500GB CP	507					
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
APPLICATIONXTENDER PACKAGE 2	457-100-246	1	\$11,700.00	\$11,700.00	\$11,700.00	\$35,100.00
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, Fil Use	QC-ORS1P-U9	1	\$1,275.96	\$1,275.96	\$1,275.96	\$3,827.88
APPLICATIONXTENDER PACKAGE 5	457-100-245	3	\$7,020.00	\$2,340.00	\$2,340.00	\$11,700
MNT: Restricted Use-IBM MQ V	D55VILL	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 Sekt/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 Sekt/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 Sekt/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

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
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-ORADPE-E-U9	4	\$0	\$6,050.00	\$6,600.00	\$12,650.00
Oracle ASFU Tuning Pack per Proc	QC-ORATPE-E-U9	4	\$0	\$4,033.37	\$4,400.04	\$8,433.41
Linux Application						
RHEL Svr 2 Sekt/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 Sekt/2 Gst 3yr 24x7 LTU (36 months)	G3J30A	4	\$0	\$9,454.59	\$0	\$9,454.59
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)	D55VILL	2100	\$0	\$0	\$34,747.02	\$34,747.02
RHEL Svr 2 Sekt/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-Cwklflow-RemoteAccess (25-199)	CID-EPCS-CW-RA-25	90	\$0	\$3,960.00	\$4,320.00	\$8,280.00
Cloud Appliicance						
VMware vSphere 6 Enterprise Plus for 1 processor 26 months	VS6-EPL-E	4	\$0	\$3,523.52	\$3,843.84	\$7,367.36
Lab Imaging						
MNT:APPLICATION XTENDER PACKAGE 5 CC USER PACK	456-108-462	1	\$0	\$2,145.00	\$2,340.00	\$4,485.00

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
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.12.), and V.A.1.e.7.)			\$28,600.00	\$28,600.00	\$28,600.00	\$85,800.00
Sublicensed Software Maintenance Grand Total			\$524,386.84	\$666,455.92	-\$578,319.46	-\$1,769,162.22

~~M. Term Licensed Software Fee Schedule~~

Term Licensed Software Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
Term License Fees						
Cerner CMT (Enterprisewide) CMT	KS-22091L	1 Enterprise	\$10,135.14	\$10,135.14	\$10,135.14	\$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
DSM 5 for Millennium	KS-70000L	400 Licensed BH Professionals	\$10,800.00	\$10,800.00	\$10,800.00	\$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-26982LS	15 Providers	\$2,101.68	\$2,101.68	\$2,101.68	\$6,305.04
MediSource	KS-	15 Providers	\$1,899.24	\$1,899.24	\$1,899.24	\$5,697.72

Term Licensed Software Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
Term License Fees						
Foundation for Ambulatory Support	26965LS					
Provider-Friendly Terminology (PFT) Ambulatory Support	KS-26995LS	60 Providers	\$946.08	\$946.08	\$946.08	\$2,838.24
DSM 5 for Millennium Support	KS-70000LS	400 Licensed BH Professionals	\$5,184.00	\$5,184.00	\$5,184.00	\$15,552.00
Eligible Provider Quality Reporting Support	PV-22115LS	32 Physicians	\$3,852.96	\$3,852.96	\$3,852.96	\$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
Term Licensed Software and Support Grand Total			\$58,117.27	\$58,117.27	\$58,117.27	\$174,351.81

A. Shared Computing Services

Cerner Product Code	Product Description	Scope	Qty	One-Time Fee
<u>DMONE-UPG-TERM</u>	<u>DM One, Term User License, Upgrade from DMNE</u>	<u>Users</u>	<u>40</u>	
<u>CTS-DRAGON-DIRECT-INSTALL</u>	<u>Nuance Dragon Direct Installation Services</u>	<u>Client</u>	<u>1</u>	<u>\$7,500</u>
<u>Shared Computing Services Total</u>				<u>\$7,500</u>

B. Equipment

Solution Code	Description	Qty	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Pass-Through Code
<u>Brocade SN6600B (2) w 48 16 GB 3 yr</u>						
<u>QK724A</u>	<u>HP B-series 16GB SFP+SW XCVR</u>	<u>96</u>	<u>\$169.29</u>	<u>\$16,251.84</u>		<u>4001 HPP</u>
<u>HA113A1 5GA</u>	<u>HP Impl SAN – Level 2 Tier 5 Svc</u>	<u>2</u>			<u>\$993.06</u>	<u>4001 HPP</u>

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
HA113A1	HP Installation Service	1				4001_HPP
HA124A1	HP Fctry Exp High End Storage Pkg 5 SVC	1				4001_HPP
HA124A1 5VZ	HP SAN Level 1 Tier 1 Startup SVC	1			\$6,217.75	4001_HPP
Q0U57B 05Y	2.4 Jumper (IEC320 C13/C14, M/F CEE 22)	2				4001_HPP
Q0U57B	HPE SN6600B 32GB 48/48 Pwr Pk+FC Switch	2	\$29,223.90	\$58,447.80		4001_HPP
Technology – Cisco 9300 Switches						
N9K- C93108TC- EX	Nexus 9300 with 48p 10G BASE-T and 6p 100G QsFP28	2	\$9,097.50	\$18,195.00		
N3K-C3064- ACC-KIT	Nexus 3064PQ Accessory Kit	2				
NXA-PAC- 650W-PE	Nexus NEBs AC 650W PSU-Port Side Exhaust	4				
NXA-FAN- 30CFM-F	Nexus 2K/3K/9K Single Fan, port side exhaust airflow	8				
CAB-9K12A- NA	Power Cord 125VAC 13A NEMA 5-15 Plus North America	4				
N93-LIC- PAK	N9300 License PAK Expansion	2				
CVR- QSFP- SFP10G =	QSFP to SFP10G adapter	6	\$164.06	\$984.36		
SFP-10G-SR- S-=	10GBASE-SR SFP Module Enterprise-Class	8	\$364.58	\$2,916.64		
Technology CAMM Gen10						
BN24Q-03	Unshielded Twisted Pair 100BaseT or 10Base T Crossover	1	\$3.48	\$3.48		4001_HP
TOC STAG E ARCH	Integrate hardware, load/configure OS, and place CAMM	2			\$1,480.00	
TOC INSTA LL HDW	Onsite Hardware Installation Services, travel and exp	2			\$500.00	
TOC STAG	HA Installation per Server	1			\$4,500.00	

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
E HA	(PROD or TEST)				0	
TOC STAG	Integrate Hardware	2			\$1,480.00	
E ARCH	load/configure OS, and place CMM				0	
TOC STAG	Onsite Hardware Installation	2			\$500.00	
E HDW	Services Travel and exp					
BN24Q-03	Unshielded Twisted Pair 100Base T or 10Base T Crossover	1	\$3.48	\$3.48		4001 HPP
867959-B21	HPE DL360 Gen10 8SFF CTO server	2	\$1,302.52	\$2,605.04		4001 HPP
867959-B21	HPE DL360 Gen10 8SFF CTO Server	2				4001 HPP
ABA						
860663-L21	HPE DL360 Gen10 Intel XeonG 5118 2.3GHz FIO Proc Kit	2	\$1,543.33	\$3,086.66		4001 HPP
815100 B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	8	\$543.10	\$4,344.80		4001 HPP
815100 B21	Factory Integrated	8				4001 HPP
0D1						
868000-B21	HPE DL360 Gen10 8SFF DR/USB/ODD Blnk Kit	2	\$45.25	\$90.50		4001 HPP
868000-B21	Factory Integrated	2				4001 HPP
0D1						
872374-B21	HPE 400BG SAS 12G MU SFF SC DS SSD	4	\$655.10	\$2,620.40		4001 HPP
872374-B21	Factory Integrated	4				
0D1						
726537-B21	HPE 9.5mm SATA DVD-RW Jb Gen9 Kit	2	\$84.43	\$168.86		4001 HPP
726537-B21	Factory Integrated	2				4001 HPP
0D1						
Q0L14A	HPE SN1200E 16Tb 2p FC HBA	2	\$1,143.82	\$2,287.64		4001 HPP
Q0L14A 0D1	Factory Integrated	2				4001 HPP
813661-B21	HPE Eth 10Gb 2p 535T Adptr	2	\$344.77	\$689.54		4001 HPP
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	2	\$57.69	\$115.38		4001 HPP
P01366-B21-	Factory Integrated	2				4001 HPP

	<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
1	<u>0D1</u>						
2	<u>804331-B21</u>	<u>HPW Smart Array P408i-a SR</u>	<u>2</u>	<u>\$344.85</u>	<u>\$689.70</u>		<u>4001_HPP</u>
3		<u>Gen10 Ctrlr</u>					
4	<u>804331-B21-</u>	<u>Factory Integrated</u>	<u>2</u>				<u>4001_HPP</u>
5	<u>0D1</u>						
6	<u>817721-B21</u>	<u>HPE Eth 10Gb 2p 535FLR-T-</u>	<u>2</u>	<u>\$278.66</u>	<u>\$557.32</u>		<u>4001_HPP</u>
7		<u>Adptr</u>					
8	<u>339778-B21</u>	<u>HP Raid 1 Drive 1 FIO Setting</u>	<u>2</u>	<u>\$0.01</u>	<u>\$0.02</u>		<u>4001_HPP</u>
9	<u>865414-B21</u>	<u>HPE 800W FS Plat Ht Plg LH</u>	<u>4</u>	<u>\$280.36</u>	<u>\$1,121.44</u>		<u>4001_HPP</u>
10		<u>Pwr Sply Kit</u>					
11	<u>865414-B21</u>	<u>Factory Integrated</u>	<u>4</u>				<u>4001_HPP</u>
12	<u>0D1</u>						
13	<u>874543-B21</u>	<u>HPE 1U Gen10 SFF Easy Install</u>	<u>2</u>	<u>\$70.65</u>	<u>\$141.30</u>		
14		<u>Rail Kit</u>					
15	<u>874543-B21</u>	<u>Factory Integrated</u>	<u>2</u>				
16	<u>0D1</u>						
17	<u>867959-B21</u>	<u>HPE DL360 Gen10 8SFF CTO</u>	<u>2</u>	<u>\$1,302.53</u>	<u>\$2,605.06</u>		<u>4001_HPP</u>
18		<u>Server</u>					
19	<u>867959-B21</u>	<u>HPE DL360 Gen10 8SFF CTO</u>	<u>2</u>				<u>4001_HPP</u>
20	<u>ABA</u>	<u>Server</u>					
21	<u>860663-L21</u>	<u>HPE DL360 Gen10 Intel XeonG</u>	<u>2</u>	<u>\$1,543.32</u>	<u>\$3,086.64</u>		<u>4001_HPP</u>
22		<u>5118 2.3GHz FIO Proc Kit</u>					
23	<u>815100-B21</u>	<u>HPE 32GB 2Rx4 PC4-2666V-R</u>	<u>8</u>	<u>\$543.10</u>	<u>\$4,344.80</u>		<u>4001_HPP</u>
24		<u>Smart Kit</u>					
25	<u>815100-B21</u>	<u>Factory Integrated</u>	<u>8</u>				
26	<u>0D1</u>						
27	<u>868000-B21</u>	<u>HPE DL360 Gen10 8SFF</u>	<u>2</u>	<u>\$45.25</u>	<u>\$90.50</u>		<u>4001_HPP</u>
28		<u>DP/USB/ODD Blnk Kit</u>					
29	<u>868000-B21</u>	<u>Factory Integrated</u>	<u>2</u>				<u>4001_HPP</u>
30	<u>0D1</u>						
31	<u>872374-B21</u>	<u>HPE 400GB SAS 12G MU SFF</u>	<u>4</u>	<u>\$655.10</u>	<u>\$2,620.40</u>		<u>4001_HPP</u>
32		<u>SC DS SSD</u>					
33	<u>872374-B21</u>	<u>Factory Integrated</u>	<u>4</u>				
34	<u>0D1</u>						
35	<u>726537-B21</u>	<u>HPE 9.5mm SATA DVD-RW Jb</u>	<u>2</u>	<u>\$84.43</u>	<u>\$168.86</u>		<u>4001_HPP</u>
36		<u>Gen9 Kit</u>					
37							

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
726537-B21 0D1	Factory Integrated	2				4001 HPP
Q0L14A	HPE SN1200E 16Gb 2p FC HBA	4	\$1,143.82	\$4,575.28		4001 HPP
Q0L14A 0D1	Factory Integrated	4				4001 HPP
P01366-B21	HPE 96W Smart Storage Battery 145mmC Cable	2	\$57.69	\$115.38		4001 HPP
P01366-B21 0D1	Factory Integrated	2				4001 HPP
804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	2	\$344.85	\$689.70		4001 HPP
804331-B21 0D1	Factory Integrated	2				4001 HPP
764302-B21	HPE Flexfbrc 10Gb 4P 536FLR- T Adptr	2	\$457.42	\$914.84		4001 HPP
865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	4	\$202.05	\$808.20		4001 HPP
865414-B21 0D1	Factory Integrated	4				4001 HPP
874543 B21	HPE 1U Gen10 SFF Easy Install Rail Kit	2	\$70.65	\$141.30		4001 HPP
874543-B21 0D1	Factory Integrated	2				4001 HPP
Technology Citrix Gen 10						
867959-B21	HPE DL360 Gen10 8SFF CTO Server	6	\$1,014.70	\$6,088.20		4001 HPP
867959-B21 ABA	HPE DL360 Gen10 8SFF CTO Server	6				4001 HPP
870974-L21	HPE DL360 Gen10 XeonP 8160(2.1GHz/24-core/150W)FIO	6	\$4,945.17	\$29,671.02		4001 HPP
870974-B21	HPE DL360 Gen10 XeonP 8160(2.1GHz/24-core/150W)	6	\$4,945.17	\$29,671.02		4001 HPP
815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	144	\$745.50	\$107,352		4001 HPP
815100-B21 0D1	Factory Integrated	144				4001 HPP

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
868000-B21	HPE DL360 Gen10 8SFF DP/USB/ODD Blnk Kit	6	\$43.26	\$259.56		4001_HPP
868000-B21 0D1	Factory Integrated	6				4001_HPP
P09088-B21	HPE 400GB SAS 12G Mixed Use SFF SSD	12	\$729.13	\$8,749.56		
726537-B21	HPE 9.5mm SATA DVD-RW Jb Gen9 Kit	6	\$78.46	\$470.76		4001_HPP
726537-B21 0D1	Factory Integrated	6				4001_HPP
Q0L14A	HPE SN1200E 16Gb 2p FC HBA	6	\$1,601.34	\$9,608.04		4001_HPP
Q0L14A 0D1	Factory Integrated	6				
813661-B21	HPE Eth 10Gb 2p 535T Adptr	6	\$453.97	\$2,723.82		4001_HPP
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	6	\$60.00	\$360.00		4001_HPP
P01366-B21 0D1	Factory Integrated	6				4001_HPP
804331-B21	HPE Smart Array P408i-a SR Gen 10 Ctrlr	6	\$290.38	\$1,742.28		4001_HPP
804331-B21 0D1	Factory Integrated	6				4001_HPP
817721-B21	HPE Eth 10Gb 2p 535FLR-T Adptr	6	\$331.06	\$1,986.36		4001_HPP
865414-B21	HPE 800W FS Plat Ht PLG LH Pwr Sply Kit	12	\$180.40	\$2,164.80		4001_HPP
865414-B21 0D1	Factory Integrated	12				4001_HPP
874543-B21	HPE 1U Gen10 SFF Easy Install Rail Kit	6	\$49.42	\$296.52		4001_HPP
874543-B21 0D1	Factory Integrated	6				4001_HPP
867959-B21	HPE DL360 Gen10 8SFF CTO Server	2	\$1,272.20	\$2,544.40		4001_HPP
867959-B21 ABA	HPE DL360 Gen10 8SFF CTO Server	2				4001_HPP

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
870974-L21	HPE DL360 Gen10 XeonP 8160(2.1GHx/24-cr/150W)FIO	2	\$4,963.07	\$9,926.14		4001 HPP
870974-B21	HPE DL360 Gen10 XeonP 8160(2.1GHx/24-cr/150W)	2	\$5,008.27	\$10,016.54		4001 HPP
815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	48	\$534.66	\$25,663.68		4001 HPP
815100-B21 0D1	Factory Integrated	48				4001 HPP
868000-B21	HPE DL360 Gen10 8SFF DP/USB/ODD Blnk Kit	2	\$41.82	\$83.64		4001 HPP
868000-B21 0D1	Factory Integrated	2				4001 HPP
P09088-B21	HPE 400GB SAS 12G Mixed Use SFF SSD	4	\$729.47	\$2,917.88		
726537-B21	HPE 9.5mm SATA DVD-RW Jb Gen9 Kit	2	\$78.46	\$156.92		4001 HPP
726537-B21 0D1	Factory Integrated	2				4001 HPP
Q0L14A	HPE SN1200E 16Gb 2p FC HBA	2	\$1,601.34	\$3,202.68		4001 HPP
Q0L14A 0D1	Factory Integrated	2				4001 HPP
813661-B21	HPE Eth 10Gb 2p 535T Adptr	2	\$409.53	\$819.06		4001 HPP
P01366-B21	HPE 96W Smart Storage Battery 145mm Cable	2	\$64.34	\$128.68		4001 HPP
P01366-B21 0D1	Factory Integrated	2				4001 HPP
804331-B21	HPE Smart Array P408i-a SR Gen10 Ctrlr	2	\$290.38	\$580.76		4001 HPP
804331-B21 0D1	Factory Integrated	2				4001 HPP
817721-B21	HPE Eth 10Gb 2p 535T Adptr	2	\$331.06	\$662.12		4001 HPP
865414-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	4	\$235.26	\$941.04		4001 HPP
865414-B21 0D1	Factory Integrated	4				4001 HPP
8745432-B21	HP2 1U Gen10 SFF Easy Install Rail Kit	2	\$49.42	\$98.84		4001 HPP

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
8745432-B21 0D1	Factory Integrated	2				4001 HPP
HA114A1	HP Installation and Startup Services	1				4001 HPP
HA114AI 5A0	HP Startup Entry 300 Series OS SVC	8			\$6,152.96	4001 HPP
Technology EA Gen10						
CFG CITRI X NET	NetScaler Load Balancers	1				
3011907-EZ	Citrix NetScaler MPX8005 Standard Edition/2x10GE BASE-		\$14,107.50	\$28,215.00		2501 CIT
EW3Z000059 0	NetScaler MPX 7500/9500/10500/12500/15500/M PX/w AC	2	\$677.16	\$1,354.32		2501 CIT
867959-B21	HPE DL360 Gen10 8SFF CTO Server	3	\$1,019.08	\$3,057.24		4001 HPP
867959-B21- ABA	HPE DL360 Gen10 8SFF CTO Server	3				4001 HPP
860679-L21	HPE DL360 Gen10 XeonP 8160(2.1GHx/24-cr/150W)FIO	3	\$1,253.16	\$3,759.48		4001 HPP
860679-B21	HPE DL360 Gen10 XeonP 8160(2.1GHx/24-cr/150W)	3	\$1,253.37	\$3,760.11		4001 HPP
860679-B21 0D1	Factory Integrated	3				
815100-B21	HPE 32GB 2Rx4 PC4-2666V-R Smart Kit	36	\$548.84	\$19,758.24		4001 HPP
815100-B21 0D1	Factory Integrated	36				4001 HPP
868000-B21	HPE DL360 Gen10 8SFF DP/USB/ODD Blnk Kit	3	\$43.26	\$129.78		4001 HPP
868000-B21 0D1	Factory Integrated	3				4001 HPP
P09088-B21	HPE 400GB SAS 12G Mixed Use SFF SSD	6	\$742.37	\$4,454.22		
726537-B21	HPE 9.5mm SATA DVD-RW Jb	3	\$78.46	\$235.38		4001 HPP

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
	<u>Gen9 Kit</u>					
<u>726537-B21</u>	<u>Factory Integrated</u>	<u>3</u>				<u>4001_HPP</u>
<u>0D1</u>						
<u>Q0L14A</u>	<u>HPW SN1200E 16Gb 2p FC HBA</u>	<u>3</u>	<u>\$1,639.78</u>	<u>\$4,919.34</u>		<u>4001_HPP</u>
<u>Q0L14A 0D1</u>	<u>Factory Integrated</u>	<u>3</u>				<u>4001_HPP</u>
<u>813661-B21</u>	<u>HPE Eth 10Gb 2p 535T Adptr</u>	<u>3</u>	<u>\$427.36</u>	<u>\$1,282.08</u>		<u>4001_HPP</u>
<u>P01366-B21</u>	<u>HPE 96W Smart Storage Battery 145mm Cable</u>	<u>3</u>	<u>\$64.34</u>	<u>\$193.02</u>		<u>4001_HPP</u>
<u>P01366-B21</u>	<u>Factory Integrated</u>	<u>3</u>				<u>4001_HPP</u>
<u>0D1</u>						
<u>804331-B21</u>	<u>HPE Smart Array P408i-a SR Gen 10 Ctrl</u>	<u>3</u>	<u>\$290.28</u>	<u>\$870.84</u>		<u>4001_HPP</u>
<u>804331-B21</u>	<u>Factory Integrated</u>	<u>3</u>				<u>4001_HPP</u>
<u>0D1</u>						
<u>817721-B21</u>	<u>HP Eth 10Gb 2p 535FLR-T-Adptr</u>	<u>3</u>	<u>\$345.53</u>	<u>\$1,036.59</u>		<u>4001_HPP</u>
<u>865414-B21</u>	<u>HPE 800W FS Plat Ht Plg LH Pwr Sply Kit</u>	<u>6</u>	<u>\$235.26</u>	<u>\$1,411.56</u>		<u>4001_HPP</u>
<u>865414-B21</u>	<u>Factory Integrated</u>	<u>6</u>				<u>4001_HPP</u>
<u>0D1</u>						
<u>874543-B21</u>	<u>HPE IU Gen10 SFF Easy Install Rail Kit</u>	<u>3</u>	<u>\$49.42</u>	<u>\$148.26</u>		<u>4001_HPP</u>
<u>874543-B21</u>	<u>Factory Integrated</u>	<u>3</u>				<u>4001_HPP</u>
<u>0D1</u>						
<u>Technology RRD Gen10</u>						
<u>EQZF-01702</u>	<u>Brooktrout TR1034 Fax Board-Analog 4 Channel</u>	<u>2</u>	<u>\$2,809.91</u>	<u>\$5,619.82</u>		
<u>867959-B21</u>	<u>HPE DL380 Gen10 8SFF CTO Server</u>	<u>2</u>	<u>\$1,019.29</u>	<u>\$2,038.58</u>		<u>4001_HPP</u>
<u>867959-B21</u>	<u>HPE DL380 Gen10 8SFF CTO Server</u>	<u>2</u>				<u>4001_HPP</u>
<u>ABA</u>						
<u>860649-L21</u>	<u>HPE DL360 Gen10 Xeon-B 3140 FIO Kit</u>	<u>2</u>	<u>\$273.18</u>	<u>\$546.36</u>		<u>4001_HPP</u>
<u>815097-B21</u>	<u>HPE 8GB 1Rx8 PC4-2666V-R</u>	<u>8</u>	<u>\$158.97</u>	<u>\$1,271.76</u>		<u>4001_HPP</u>

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
	<u>Smart Kit</u>					
<u>815097-B21</u> <u>0D1</u>	<u>Factory Integrated</u>	<u>8</u>				<u>4001 HPP</u>
<u>868000-B21</u>	<u>HPE DL360 Gen10 8SFF SP/USB/ODD Blink Kit</u>	<u>2</u>	<u>\$43.26</u>	<u>\$86.52</u>		<u>4001 HPP</u>
<u>868000-B21</u> <u>0D1</u>	<u>Factory Integrated</u>	<u>2</u>				<u>4001 HPP</u>
<u>P09090-B21</u>	<u>HPE 800GB SAS 12G Mixed Use SFF SSD</u>	<u>4</u>	<u>\$1,246.67</u>	<u>\$4,986.68</u>		
<u>726537-B21</u>	<u>HPE 9.5mm SATA DVD-RW Jb Gen9 Kit</u>	<u>2</u>	<u>\$78.46</u>	<u>\$156.92</u>		<u>4001 HPP</u>
<u>726537-B21</u> <u>0D1</u>	<u>Factory Integrated</u>	<u>2</u>				<u>4001 HPP</u>
<u>P01366-B21</u>	<u>HPE 96W Smart Storage Battery 145mm Cable</u>	<u>2</u>	<u>\$64.34</u>	<u>\$128.68</u>		<u>4001 HPP</u>
<u>P01366-B21</u> <u>0D1</u>	<u>Factory Integrated</u>	<u>2</u>				<u>4001 HPP</u>
<u>804331-B21</u>	<u>HPE Smart Array P408i-A SR Gen 10 Ctrlr</u>	<u>2</u>	<u>\$290.38</u>	<u>\$580.76</u>		<u>4001 HPP</u>
<u>804331-B21</u> <u>0D1</u>	<u>Factory Integrated</u>	<u>2</u>				<u>4001 HPP</u>
<u>817721-B21</u>	<u>HPE Eth 10Gb 2p 535FLR-T Adptr</u>	<u>2</u>	<u>\$348.34</u>	<u>\$696.68</u>		<u>4001 HPP</u>
<u>865414-B21</u>	<u>HPE 800W FS Plat Ht Plg LH Pwr Sply Kit</u>	<u>4</u>	<u>\$235.26</u>	<u>\$941.04</u>		<u>4001 HPP</u>
<u>865414-B2</u> <u>0D1</u>	<u>Factory Integrated</u>	<u>4</u>				<u>4001 HPP</u>
<u>874543-B21</u>	<u>HPE 1U Gen10 SFF Easy Install Rail Kit</u>	<u>2</u>	<u>\$49.42</u>	<u>\$98.84</u>		<u>4001 HPP</u>
<u>874543-B21</u> <u>0D1</u>	<u>Factory Integrated</u>	<u>2</u>				<u>4001 HPP</u>
<u>Technology VM Gen10</u>						
<u>CFG VMW</u> <u>ARE</u>	<u>VMWare Software and ESX Servers</u>	<u>1</u>				
<u>867959-B21</u>	<u>HPE DL360 Gen10 8SFF CTO</u>	<u>4</u>	<u>\$1,014.17</u>	<u>\$4,056.68</u>		<u>4001 HPP</u>
<u>867959-B21</u>	<u>HPE DL360 Gen10 8SFF CTO</u>	<u>4</u>				<u>4001 HPP</u>

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
<u>ABA</u>						
<u>870974-L21</u>	<u>HPE DL360 Gen10 XeonP 8160 (2.1GHz/24-core/150W)FIO</u>	<u>4</u>	<u>\$4,963.07</u>	<u>\$19,852.28</u>		<u>4001_HPP</u>
<u>870974-B21</u>	<u>HPE DL360 Gen10 XeonP 8160 (2.1GHz/24-core/150W)</u>	<u>4</u>	<u>\$5,008.27</u>	<u>\$20,033.08</u>		<u>4001_HPP</u>
<u>815100-B21</u>	<u>HPE 32GB 2Rx4 PC4-2666V-R Smart Kit</u>	<u>96</u>	<u>\$534.66</u>	<u>\$51,327.36</u>		<u>4001_HPP</u>
<u>815100-B21 0D1</u>	<u>Factory Integrated</u>	<u>96</u>				<u>4001_HPP</u>
<u>868000-B21</u>	<u>HPE DL360 Gen10 8SFF DP/USB/ODD Blnk Kit</u>	<u>4</u>	<u>\$43.26</u>	<u>\$173.04</u>		<u>4001_HPP</u>
<u>868000-B21 0D1</u>	<u>Factory Integrated</u>	<u>4</u>				<u>4001_HPP</u>
<u>P09088-B21</u>	<u>HPE 400GB SAS 12G Mixed use SFF SSD</u>	<u>8</u>	<u>\$729.47</u>	<u>\$5,835.76</u>		
<u>726537-B21</u>	<u>HPE 9.5mm SATA DVD-RW Jb Gen9 Kit</u>	<u>4</u>	<u>\$78.46</u>	<u>\$313.84</u>		<u>4001_HPP</u>
<u>726537-B21 0D1</u>	<u>Factory Integrated</u>	<u>4</u>				<u>4001_HPP</u>
<u>Q0L14A</u>	<u>HPE SN1200E 16Gb 2p FC HBA</u>	<u>4</u>	<u>\$1,601.34</u>	<u>\$6,405.36</u>		<u>4001_HPP</u>
<u>Q0L14A 0D1</u>	<u>Factory Integrated</u>	<u>4</u>				<u>4001_HPP</u>
<u>813661-B21</u>	<u>HPE Eth 10Gb 2p 535T Adptr</u>	<u>4</u>	<u>\$409.53</u>	<u>\$1,638.12</u>		<u>4001_HPP</u>
<u>P01366-B21</u>	<u>HPE 96W Smart Storage Battery 145mm Cable</u>	<u>4</u>	<u>\$64.34</u>	<u>\$257.36</u>		<u>4001_HPP</u>
<u>P01366-B21 0D1</u>	<u>Factory Integrated</u>	<u>4</u>				<u>4001_HPP</u>
<u>804331-B21</u>	<u>HPE Smart Array P408i-A SR Gen10 Ctrlr</u>	<u>4</u>	<u>\$290.38</u>	<u>\$1,161.52</u>		<u>4001_HPP</u>
<u>804331-B21 0D1</u>	<u>Factory Integrated</u>	<u>4</u>				<u>4001_HPP</u>
<u>817721-B21</u>	<u>HPE Eth 10Gb 2p 535FLR-T Adptr</u>	<u>4</u>	<u>\$331.06</u>	<u>\$1,324.24</u>		<u>4001_HPP</u>
<u>865414-B21</u>	<u>HPE 800W FS Plat Ht Plg LH Pwr Sply Kit</u>	<u>8</u>	<u>\$235.26</u>	<u>\$1,882.08</u>		<u>4001_HPP</u>
<u>865414-B21</u>	<u>Factory Integrated</u>	<u>8</u>				<u>4001_HPP</u>

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<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Install Fees</u>	<u>Pass-Through Code</u>
0D1						
874543-B21	HPE 1U Gen10 SFF Easy Install Rail Kit	4	\$49.42	\$197.68		4001 HPP
874543-B21	Factory Integrated	4				4001 HPP
0D1						
HA114A1	HP Installation and Startup Service	1				4001 HPP
HA114A1	HP Startup Entry	4			\$3,076.48	4001 HPP
G3 Impravata Appliance Upgrade						
VIR-APP-G3	G3 Virtual Appliance	3	\$0	\$0	\$0	100004 002
Shipping						\$ 8,408.00
Tax						\$ 49,125.16
Equipment Grand Total				\$600,564.98	\$24,900.28	\$682,998.39

C. Sublicensed Software

<u>Solution Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit One-Time Fees</u>	<u>Extended One-Time Fees</u>	<u>Pass-Through Code</u>	
Technology Cisco 9300 Switches						
NXOS-70317.5	Nexus 9500, 9300, 3000 Base NX-OS Software	2				
N93-LAN1K9	LAN Enterprise License for Nexus 9300 Platform	2	\$4,166.67	\$8,333.34		
Technology CAMM Gen10						
11943-M1	INFOSCALE ENTERPRISE LNX 1 CORE ONPREMISE STANDARD PER	24	\$658.86	\$15,812.64		
QC-ORIS1P-U9	Oracle Standard Edition One DB, ASFU, Processor Lic	1	\$1,844.40	\$1,844.40		6006 ORA
11943-M1	INFOSCALE ENTERPRISE LNX 1 CORE ONPREMISE STANDARD PER	24	\$658.86	\$15,812.64		
QC-ORS1U-U9	Oracle Standard Edition One DB, ASFU, Named User Lic	30	\$57.24	\$1,717.20		6006 ORA
BD505A	HPE iLO Adv 1-svr Lic 3yr Support	2	\$266.25	\$532.50		4001 HPP

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<u>BD5050 0D1</u>	<u>Factory Integrated</u>	<u>2</u>			<u>4001 HPP</u>
<u>BD505A</u>	<u>HPE iLO Adv 1-svr Lic 3yr Support</u>	<u>2</u>	<u>\$266.25</u>	<u>\$532.50</u>	<u>4001 HPP</u>
<u>BD505A 0D1</u>	<u>Factory Integrated</u>	<u>2</u>			<u>4001 HPP</u>
<u>Technology Citrix Gen10</u>					
<u>VS6-EPL-C</u>	<u>VMWare vSphere 6 Enterprise Plus for 1 processor</u>	<u>16</u>	<u>\$2,305.48</u>	<u>\$36,887.66</u>	
<u>BD505A</u>	<u>HPE iLO Adv 1-svr Lic 3yr Support</u>	<u>6</u>	<u>\$259.70</u>	<u>\$1,558.22</u>	<u>4001 HPP</u>
<u>BD505A 0D1</u>	<u>Factory Integrated</u>	<u>6</u>			<u>4001 HPP</u>
<u>BD505A</u>	<u>HPE iLO Adv 1-svr Lic 3yr Support</u>	<u>2</u>	<u>\$259.70</u>	<u>\$519.40</u>	<u>4001 HPP</u>
<u>BD505A 0DA</u>	<u>Factory Integrated</u>	<u>2</u>			<u>4001 HPP</u>
<u>9EM-00120</u>	<u>OLP WIN SVR STD CORE SINGL LICS/SA PK 2LICS NL CORE LIC</u>	<u>48</u>	<u>\$166.23</u>	<u>\$7,979.04</u>	
<u>Technology EA Gen10</u>					
<u>D55WJLL</u>	<u>Restricted Use- IBM WAS Network Deployment Value Unit</u>	<u>1680</u>	<u>\$17.99</u>	<u>\$30,223.20</u>	<u>14201 IBM</u>
<u>VS6-EPL-C</u>	<u>VMware vSphere 6 Enterprise Plus for 1 processor</u>	<u>6</u>	<u>\$2,305.48</u>	<u>\$13,832.88</u>	
<u>BD505A</u>	<u>HPE iLO Adv 1-svr Lic 3yr Support</u>	<u>3</u>	<u>\$263.97</u>	<u>\$791.91</u>	<u>4001 HPP</u>
<u>BD505A 0D1</u>	<u>Factory Integrated</u>	<u>3</u>			<u>4001 HPP</u>
<u>Technology RRD Gen10</u>					
<u>SLSW WIN ST D SRV CORE</u>	<u>Windows Server Std Core License (2 cores)</u>	<u>4</u>			
<u>9EM-00120</u>	<u>OLP WIN SVR STD CORE SINGL LIC/SA PK 2LICS NL CORE LIC</u>	<u>16</u>	<u>\$166.23</u>	<u>\$2,659.68</u>	
<u>EQZFC-201</u>	<u>Zetafax CommsEngine Embedded Ed. 1 User/2Lines & API</u>	<u>2</u>	<u>\$1,266.70</u>	<u>\$2,533.40</u>	
<u>EQZFN-223</u>	<u>2 additional lines for local fax or SMS device</u>	<u>2</u>	<u>\$747.30</u>	<u>\$1,494.60</u>	
<u>BD505A</u>	<u>HPE iLO Adv 1-svr Lic 3yr Support</u>	<u>2</u>	<u>\$264.80</u>	<u>\$529.60</u>	<u>4001 HPP</u>
<u>BD505A 0D1</u>	<u>Factory Integrated</u>	<u>2</u>			<u>4001 HPP</u>
<u>Technology VM Gen10</u>					
<u>VSG-EPL-C</u>	<u>VMware vSphere 6 Enterprise Plus for 1 processor</u>	<u>8</u>	<u>\$2,305.48</u>	<u>\$18,443.84</u>	
<u>VCS6-STD-C</u>	<u>VMware vCenter Server 6 Standard for vSphere 6 (Per In</u>	<u>2</u>	<u>\$3,786.06</u>	<u>\$7,572.12</u>	
<u>SLSW WIN ST D SR V CORE</u>	<u>Windows Server Std CCore License (2 cores)</u>	<u>12</u>			

1		<u>OLP WIN SVR STD CORE</u>				
2	<u>9EM-00120</u>	<u>SINGL LIC/SA PK 2LICS NL</u>	<u>192</u>	<u>\$166.23</u>	<u>\$31,916.16</u>	
3		<u>CORE LIC</u>				
4	<u>BD5050A</u>	<u>HPE iLOR Adv 1-svr Lic</u>	<u>4</u>	<u>\$259.70</u>	<u>\$1,038.80</u>	<u>4001 HPP</u>
5	<u>BD5050A 0D1</u>	<u>Factory Integrated</u>	<u>4</u>			<u>4001 HPP</u>
6	<u>Sublicensed Software Maintenance Total</u>					<u>\$202,565.73</u>

D. Licensed Software Support Fee Schedule

<u>Licensed Software Support Fee Schedule Table</u>						
<u>Solution Name</u>	<u>Cerner Product Code</u>	<u>Inventor y Quantity</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Total</u>
<u>HA Scripts for Cerner Millennium Host (per CPU)</u>	<u>CTPHACMP</u> <u>AIXSCR_02</u>	<u>33 CPU</u>	<u>\$19,800.00</u>	<u>\$20,295.00</u>	<u>\$20,802.38</u>	<u>\$60,897.38</u>
<u>HA Scripts for Millennium (per CPU)</u>	<u>0055908</u>	<u>1 CPU</u>	<u>\$19,935.36</u>	<u>\$20,433.74</u>	<u>\$20,944.59</u>	<u>\$61,313.69</u>
<u>Olympus Enterprise License for Level 1 clients</u>	<u>000969141</u>	<u>1</u>	<u>\$15,262.92</u>	<u>\$15,644.49</u>	<u>\$16,035.61</u>	<u>\$46,943.02</u>
<u>Monthly Supt for RMAN Scripts</u>	<u>00037326</u>	<u>1</u>	<u>\$3,638.16</u>	<u>\$3,729.11</u>	<u>\$3,822.34</u>	<u>\$11,189.62</u>
<u>Discern Expert</u>	<u>PS-26105S</u>	<u>2775 FTE</u>	<u>\$60,623.28</u>	<u>\$62,138.86</u>	<u>\$63,692.33</u>	<u>\$186,454.48</u>
<u>Discern Explorer</u>	<u>PS-26140S</u>	<u>2775 FTE</u>	<u>\$34,045.92</u>	<u>\$34,897.07</u>	<u>\$35,769.49</u>	<u>\$104,712.48</u>
<u>Enterprise Care Documentation</u>	<u>PS-22720S</u>	<u>2775 FTE</u>	<u>\$74,852.40</u>	<u>\$76,723.71</u>	<u>\$78,641.80</u>	<u>\$230,217.91</u>
<u>Open Engine</u>	<u>OE-20850S</u>	<u>2775 FTE</u>	<u>\$13,928.04</u>	<u>\$14,276.24</u>	<u>\$14,633.15</u>	<u>\$42,837.43</u>
<u>TCP/IP Communication Services</u>	<u>OE-22850S</u>	<u>2775 FTE</u>	<u>\$4,619.64</u>	<u>\$4,735.13</u>	<u>\$4,853.51</u>	<u>\$14,208.28</u>
<u>ATDs/Demographics Incoming</u>	<u>IF-29010S</u>	<u>2775 FTE</u>	<u>\$2,602.80</u>	<u>\$2,667.87</u>	<u>\$2,734.57</u>	<u>\$8,005.24</u>
<u>Billing Incoming (Quantity = 1) - QUANTITY = 4 Charges Incoming</u>	<u>IF-29070S</u>	<u>2775 FTE</u>	<u>\$3,276.96</u>	<u>\$3,358.88</u>	<u>\$3,442.86</u>	<u>\$10,078.70</u>
<u>Billing Incoming</u>	<u>IF-29070S</u>	<u>2775 FTE</u>	<u>\$2,431.08</u>	<u>\$2,491.86</u>	<u>\$2,554.15</u>	<u>\$7,477.09</u>

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Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventor y Quantity	Period One	Period Two	Period Three	Total
(Quantity = 1) QUANTITY = 4 (add'l 3)						
Healthcare Eligibility Incoming Benefit Enrollment and Maintenance	IF-29115S	2775 FTE	\$430.80	\$441.47	\$452.61	\$1,324.98
ATDs/Demographics Outgoing	IF-29220S	2775 FTE	\$1,568.76	\$1,607.98	\$1,648.18	\$4,824.92
Results Outgoing (Discrete Data Elements)	IF-29260S	2775 FTE	\$1,723.80	\$1,766.90	\$1,811.07	\$5,301.76
Unidirectional Device Interface (Qty = 4 devices)	IF-29650S	2775 FTE	\$9,612.00	\$9,852.30	\$10,098.61	\$29,562.91
Unidirectional Device Interface						
Electronic Claims In	IF-29650S	2775 FTE				
Electronic Claims Out	IF-29650S	2775 FTE				
Bidirectional Device Interface (Qty = 2 devices)	IF-29655S	2775 FTE	\$3,413.28	\$3,498.61	\$3,586.08	\$10,497.97
Bidirectional Device Interface						
ProFit Enterprise Financials						
Cerner Patient Accounting Enterprise Billing & Accounting	PF-20450S	2775 FTE	\$37,502.40	\$38,439.96	\$39,400.96	\$115,343.32
Discern Expert	PF-26105S	2775 FTE	\$5,676.00	\$5,817.90	\$5,963.36	\$17,467.25
Discern Explorer	PF-26140S	2775 FTE	\$2,838.00	\$2,908.95	\$2,981.67	\$8,728.62
Enterprise Clinical Data Repository	PS-20570S	2775 FTE	\$150,408.00	\$154,168.20	\$158,022.41	\$462,598.61

Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventor y Quantity	Period One	Period Two	Period Three	Total
Unanticipated maintenance and support service related needs (reference Exhibit A, V.A.1.a.1., V.A.1.b.6., and V.A.1.c.1.).			\$146,244.96	\$146,244.96	\$146,244.96	\$438,734.88
Multimedia Foundation Base Services- Imaging	PV-22196S	Each	\$17,096.04	\$17,523.44	\$17,961.53	\$52,581.01
Clinical Office	PV-20229LS	2775 FTE	\$220,496.64	\$226,009.06	\$231,659.28	\$678,164.98
Discern Expert	PV-26105S	2775 FTE	\$14,294.88	\$14,652.25	\$15,018.56	\$43,965.69
Discern Explorer	PV-26140S	2775 FTE	\$5,106.48	\$5,234.14	\$5,365.00	\$15,705.62
General Laboratory	PA-20070S	2775 FTE	\$13,652.16	\$13,993.46	\$14,343.30	\$41,988.92
Microbiology	PA-20075S	2775 FTE	\$10,239.12	\$10,495.10	\$10,757.48	\$31,491.69
Cerner Knowledge Index (HNA Millennium) (Qty = 1 production environment)	PA-20090-S2	2775 FTE	\$2,327.04	\$2,385.22	\$2,444.85	\$7,157.10
Outreach Service	PA-22205S	2775 FTE	\$4,757.52	\$4,876.46	\$4,998.37	\$14,632.45
Laboratory Management (HNA Millennium)	PA-24110 AMT	2775 FTE	\$10,239.12	\$10,495.10	\$10,757.48	\$31,491.69
Advanced Pricing	PA-25100S	2775 FTE	\$2,740.80	\$2,809.32	\$2,879.55	\$8,429.67
Departmental Billing	PA-25110S	2775 FTE	\$6,826.08	\$6,996.73	\$7,171.65	\$20,994.46
Departmental Materials Management	PA-25200S	2775 FTE	\$3,413.04	\$3,498.37	\$3,585.83	\$10,497.23
Discern Expert	PA-26105S	2775 FTE	\$8,170.56	\$8,374.82	\$8,584.19	\$25,129.58
Discern Explorer	PA-26140S	2775 FTE	\$4,757.52	\$4,876.46	\$4,998.37	\$14,632.35

Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventor y Quantity	Period One	Period Two	Period Three	Total
Siemens Advia Centaur (Bi-dir)	MD-BY76S	2775 FTE	\$1,271.76	\$1,303.55	\$1,336.14	\$3,911.46
Abbott Architect i1000 (BiDir)	MD-AB64 AMT	2775 FTE	\$1,346.64	\$1,380.55	\$1,414.81	\$3,911.46
Roche AmpliLink 3.0.1 (M)	MD-RO83-S2	2775 FTE	\$2,509.08	\$2,571.81	\$2,636.10	\$7,716.99
GenProbe Panther System Bi-dir w/ barcodes	MD-GP20S AMT	2775 FTE	\$4,662.00	\$4,778.55	\$4,898.01	\$14,338.56
Enterprise Registration Management Cerner Registration Management	CP-20735S	2775 FTE	\$46,331.88	\$47,490.18	\$48,677.43	\$142,499.49
Enterprise Scheduling Management Cerner Scheduling Management	CP-20740S	2775 FTE	\$30,177.48	\$30,931.92	\$31,705.21	\$92,814.61
Enterprise Master Person Index	CP-20745S	2775 FTE	\$26,740.44	\$27,408.95	\$28,094.17	\$82,243.57
Discern Expert	CP-26105S	2775 FTE	\$13,352.88	\$13,686.70	\$14,028.87	\$41,068.45
Discern Explorer	CP-26140S	2775 FTE	\$6,736.92	\$6,905.34	\$7,077.98	\$20,720.24
Clinical Documents Medical Document Management	IF-29083S AMT	300 FTE	\$84.00	\$86.10	\$88.25	\$258.35
Orders Outgoing (with statuses)	IF-29230S	300 FTE	\$84.00	\$84.00	\$84.00	\$252.00
Orders Outgoing (with statuses)	IF-29230S	300 FTE	\$588.00	\$602.70	\$617.77	\$1,808.47
Enterprise Eligibility M	CP-20750S	2775 FTE				
Doctor Update Incoming	IF-29040S	2775 FTE				
Results Incoming (Discrete)	IF-29050S	2775 FTE	\$2,988.00	\$3,062.70	\$3,139.27	\$9,189.97

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Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventor y Quantity	Period One	Period Two	Period Three	Total
Healthcare Eligibility/B	IF-29405S	2775 FTE				
PowerVision	OM-20600S	1	\$19,500.00	\$19,987.50	\$20,487.19	\$59,974.69
Enterprise Order Management	PS-20575S	2775 FTE	\$57,262.32	\$58,693.88	\$60,161.22	\$176,117.42
Cerner Knowledge Index	PS-22090-S2	1 PROD domain	\$1,620.00	\$1,660.50	\$1,702.01	\$4,982.51
CareAware MultiMedia - Digital Objects	MM-22260S	500 GB	\$10,200.00	\$10,455.00	\$10,716.38	\$31,371.38
CareAware MultiMedia - Digital Objects	MM-22260S AM T	500 GB	\$10,629.96	\$10,895.71	\$11,168.10	\$32,693.77
Cerner Health Information Management	MR-20400S AMT	850 Users	\$26,004.84	\$26,654.96	\$27,321.34	\$79,981.14
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	\$21,673.95	\$22,215.80	\$65,035.07
P2Sentinel Enterprise 12 Cores	CTM-P2S-ENT-1 AMT	12 cores	\$11,724.72	\$12,017.84	\$12,318.28	\$36,060.84
PowerInsight Explorer	PI-20611S AM T	1 PROD domain	\$31,308.72	\$32,091.44	\$32,893.72	\$96,293.88
SAP Business Objects Runtime License for PowerInsight	PI-20701S AM T	1	\$11,724.72	\$12,017.84	\$12,318.28	\$36,060.84
Mpages Development Toolkit	PS-22700S AM T	188,000 OP visits	\$29,760.00	\$30,504.00	\$31,266.60	\$91,530.60

Licensed Software Support Fee Schedule Table						
Solution Name	Cerner Product Code	Inventor y Quantity	Period One	Period Two	Period Three	Total
Cerner Health Information Management	MR-20400S AMT	595 FTE	\$7,488.00	\$7,675.20	\$7,867.08	\$23,030.28
Cerner Health Information Management	MR-20400S AMT		\$9,984.00	\$10,233.60	\$10,489.44	\$30,707.04
PowerChart Ambulatory	PV-20230S AMT	15 Providers	\$5,196.00	\$5,325.90	\$5,459.05	\$15,980.95
Mpages Development Toolkit	PS-22700S AMT	62,000 OP Visits	\$11,904.00	\$12,201.60	\$12,506.64	\$36,612.24
AMT SUPT: Departmental Document Imaging Archive Lab	MM-22358S AMT	3 Devices	\$1,656.00	\$1,697.40	\$1,739.84	\$5,093.24
Lab Imaging	PA-22244 AMTS	3 Devices	\$1,656.00	\$1,697.40	\$1,739.84	\$5,093.24
Support	January 2018 invoice		\$93,279.32			\$93,279.32
BioFire Film Array Uni-Dir Gen Lab	Traditional Medical Device Interface	1 Device	\$50.00	\$615.00	\$630.38	\$1,295.38
Dynex DS2/DSX (Bidir)	Traditional Medical Device Interface	1 Device	\$93.00	\$1,143.90	\$1,172.50	\$2,409.40
Licensed Software Support Grand Total			\$1,437,611.56	\$1,375,896.75	\$1,406,638.04	\$4,220,146.35

E. 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	Inventor y Quantity	Period One	Period Two	Period Three	Total
HP Integrity rx8640 8-core	AB443A	2	\$40,584.00			\$40,584.00
HP Integrity rx6600 Rack 4-way - 4 x Itanium 2 - SA MNT: HP Integrity rx6600 - Rac	AD134A	2	\$26,479.80			\$26,479.80
HP M6412-A Fibre Channel Drive Enclosure MNT: HP M6412-A Fibre Channel	AG638B	8	\$3,744.00			\$3,744.00
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 Ultrium	AJ030A	1	\$2,676.00			\$2,676.00
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
DL380 G5 Base Storage Server MNT: DL380 G5 Base Storage Ser	AG815B	1	\$1,056.00			\$1,056.00
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	\$7,920.00	\$7,920.00	\$7,920.00	\$23,760.00

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
HP B-Series 8/40 SAN Switch Su	HA110A5 9LK	2	\$1,296.00	\$1,296.00	\$1,296.00	\$3,888.00
P6500 EVA Dual Controller Arra	HA110A5 Q24	1	\$504.00	\$504.00	\$504.00	\$1,512.00
P6300/P6500 Drive Enclosure 5	HA110A5 Q25	20	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
P6300/P6500 HDD Support 5yr HW	HA110A5 Q26	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 Controlla	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 - HBA - PCIE	AE311A	2				

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: 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				
MNT: HP Rack 10642 G2 Shock Pa	AF002A	3				
MNT: 16A High Voltage mPDU WW	252663-B24	4				
MNT: HP - Hard drive - 146 GB	AD333A	4				

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
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 BL460c G6 FIO Ki	507792-L21	22				

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
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				
MNT: PowerMic II Non-Scanner M	0POWM2N-D04	15	\$1,209.00	\$1,209.00	\$1,209.00	\$3,627.00
PowerMic II NonScanner Microp	0POWM2N-A04	15	\$1,144.80	\$1,144.80	\$1,144.80	\$3,434.40
Zetafax CommsEngine Premium Suppt Embedded Ed. 1 YR	EQZFC-819	2	\$0	\$572.40	\$572.40	\$1,144.80
Support for TR1034 Fax Board Analog 4 Channel	EQZF-01702-1S	2	\$0	\$900.12	\$900.12	\$1,800.24
Linux Equipment						
HP 5Y 4 hr 24 x 7 w DMR Proactive Care SVC	H1K93A5	1	\$0	\$0	\$0	\$0
HP ProLiant DL380 Gen9 Support 5 yr	H1K93A5 WAH	1	\$0	\$0	\$0	\$0
HP 3Y 4 hr 24x7 w DMR Proactive Care SVC	H1K93A3	1	\$0	\$0	\$0	\$0
HP ProLiant DL580 Gen10 Support	H1K93A3 ZBM	2	\$0	\$0	\$2,494.44	\$2,494.44

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
HPE DL380 Gen10 Support	H1K93A3 WAH	5	\$0	\$0	\$3,381.84	\$3,381.84
HPE ProLiant DL580 Gen10 Support	H1K93A3 ZBM	2	\$0	\$0	\$2,494.44	\$2,494.44
HPE DL380 Gen10 Support	H1K93A3 WAH	5	\$0	\$0	\$3,381.84	\$3,381.84
HPE 5Y Proactive Care 24x7 wDMR Service MSA 2050 Storage Spt - 60 months	H1K93A5 RC0	1	\$0	\$0	\$0	\$0
HPE 5Y ProactiveCare 24x7 wDMR Svc MSA 2050 DiskEnclosureSpt 60 months	H1K93A5 RC2	2	\$0	\$0	\$0	\$0
HP 5Y 4hr 24 x 7 w DMR Proactive Care SVC	H1K93A5	1	\$0	\$0	\$0	\$0
MSL4048 Library Support	H1K93A5 80K	1	\$0	\$0	\$0	\$0
HPE SVT 380 Gen10 Node 1 Node Support	H1K92A3 Z9X	2	\$0	\$0	\$1,238.64	\$1,238.64
HP 3Y 4 hr 24x7 Proactive Care SVC-36 months	H1K92A3	1	\$0	\$0	\$0	\$0
3YR SNTC 24X7X4OS Nexus 9300 with 48p 10G BASE-T and 6p 10	CON-3CON-3OSP-93108TCX	2	\$0	\$0	\$3,471.84	\$3,471.84
3YR SNTC 24X7X4OS Catalyst 3850 48 Port Data IP Base	CON-3OSP-WSC388TS	2	\$0	\$0	\$2,117.04	\$2,117.04

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
HPE 5Y Proactive Care 24x7 wDM	H1K92A3 WAH	1	\$0	\$0	\$0	\$0
HPE SN6000B 16Gb 48/24 FC Swit	H1K92A3 QAM	2	\$0	\$0	\$1,656.60	\$1,656.60
Fi-7160 Document Scanner	PA03670- B085	3	\$0	\$0	\$0	\$0
SAN						
HPE NS 4x16Gb FC 2p Adptr Supp 24x7 M-Su 4 HR	HT6Z3A1 ZGC	2	\$429.00	\$1,716.00	\$1,716.00	\$3,861.00
HPE NS HF40/60 23.04TB Cache Bndl Supp 24z7 M-Su 4 HR	HT6Z3A1 ZFC	2	\$1,248.00	\$4,992.00	\$4,992.00	\$11,232.00
HPE NS HF40/60 ES3 210TB 17TB Shelf Supp 24z7 M-Su 4 HR	HT6Z3A1 ZFV	2	\$1,452.00	\$5,808.00	\$5,808.00	\$13,068.00
HPE NS HF40/60 Hybr 210TD HDD Bndl Supp 24z7 M-Su 4 HR	HT6Z3A1 ZFW	2	\$1,524.00	\$6,096.00	\$6,096.00	\$13,716.00
HPE NS HF40/60 Hybr id Base Array Supp 24z7 M-Su 4 HR	HT6Z3A1 ZFK	2	\$1,890.00	\$7,560.00	\$7,560.00	\$17,010.00

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
Additional unanticipated Equipment Maintenance or other maintenance and support service related needs, (reference Exhibit A, V.A.1.a.2., V.A.1.b.7.a., and V.A.1.c.2.)			\$10,000.00	\$10,000.00	\$10,000.00	\$30,000
Equipment Maintenance Grand Total			123,588.76	\$ 68,710.48	\$88,956.64	281,255.88

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 One	Total
Brocade SN600B (2) w 48GB 3yr					
HP 3Y 24x7 Proactive Care SVC	H1K92A3	36	1	\$0	\$0
HPE SN6600B 32Gb 48/48 PP Switch Support	H1K92A3 ZHZ	36	2	\$13,461.69	\$13,461.69
Technology Cisco 9800 Switches					
3 YR SNTC 24X7X4OS Nexus 9300 with 48p 10G BASE-T and 6p 10	CON-30SP-93108TCX	36	2	\$5,130.72	\$5,130.72

Pre-Paid Equipment Maintenance Fee Schedule Table					
Solution Name	Cerner Product Code	Initial Term (mo)	Inventory Quantity	Period One	Total
CON-3ECMU-N93LAN	CON-3ECMU-N93LAN	36	2	\$1,352.73	\$1,352.73
Technology CAMM Gen10					
Red Hat Enterprise Linux Server Premium (1 socket-1VG)	RH0154946	12	2	\$465.55	\$465.55
Red Hat Enterprise Linux Server Premium (1 socket-1VG)	RH0154946	12	2	\$465.55	\$465.55
HP 3Y 4hr 24x7 w DMR Proactive Care SVC	H1K93A3	36	1	\$0	\$0
HPE iLO Advanced Non Blade-3yr Support	H1K93A3 R2M	36	4	\$49.19	\$49.19
HPE 3YR DL360 Gen10 Proactive Care Support 24x7 wDMR	H1K93A3 WAG	36	4	\$5,887.53	\$5,887.53
HP 3Y 4hr 24x7 xDMR Proactive Care SVC	H1K93A3	36	1	\$0	\$0
HPE iLO Advanced Non Blade- 3yr Support	H1K93A3 R2M	36	8	\$97.81	\$97.81
HPE 3YR DL360 Gen 10 Proactive Care Support 24x7 wDMR	H1K93A3 WAG	36	8	\$10,548.65	\$10,548.65
Technology EA Gen10					
1 Year Gold Maintenance Citrix NetScaler MPX8005 Stand	4031332-EZ	12	2	\$7,524.00	\$7,524.00
MNT: Restricted Use-IBM WAS Network Deployment Value Unit	D55WJLL	12	1680	\$0	\$0

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Pre-Paid Equipment Maintenance Fee Schedule Table					
Solution Name	Cerner Product Code	Initial Term (mo)	Inventory Quantity	Period One	Total
HP 3Y 4hr 24X7 x DMR Proactive Care SVC	H1K93A3	36	1	\$0	\$0
HPE iLO Advanced Non Blade -yr Support	H1K93A3 RTM	36	3	\$36.68	\$36.68
HPE 3YR DL360 Gen10 Proactive Care Support 24x7 wDMR	H1K93A3 WAG	36	3	\$3,955.74	\$3,955.74
Red Hat Enterprise Linux for Virtual Datacenters, Prem	RH00001F3	36	6	\$52,099.85	\$52,099.85
Technology RRD Gen10					
Zetafax CommsEngine Premium Suppt Embedded Ed. 1 YR	EQZFC-819	12	2	\$572.40	\$572.40
HP 3Y 4 hr 24x& w DMR Proactive Care SVC	H1K93A3	36	1	\$0	\$0
HPE iLO Advanced Non Blade – 3yr Support	H1K93A3 RTM	36	2	\$24.45	\$24.45
HPE 3YR DL360 Gen10 Proactive Care Support 24x7	H1K93A3 WAG	36	2	\$2,637.16	\$2,637.16
1 YR Support for TR1034 Fax Board Analog 4	EQZF-01702-1S	12	2	\$900.12	\$900.12
Technology VM Gen10					
HP 3Y 4 hr 24x& w DMR Proactive Care SVC	H1K93A3	36	1	\$0	\$0
HPE iLO Advanced Non Blade – 3yr Support	H1K93A3 RTM	36	4	\$48.91	\$48.91
HPE 3YR DL360 Gen10 Proactive Care Support 24x7	H1K93A3 WAG	36	4	\$5,274.32	\$5,274.32
Prepaid Equipment Maintenance				\$110,533.05	\$110,533.05

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F. 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	\$14,759.88	\$15,128.87	\$44,288.63
HealthSentry Data Services	KS-26748	3 Data Feeds	\$39,000.00	\$39,975.00	\$40,974.38	\$119,949.38
Current Procedure Terminology (CPT)	KS-22092L	600 Users	\$0	\$0	\$0	\$0
Cerner Workflow Authentication	CTP-CERNWOKRFLOWC	90 Users	\$14,040.00	\$14,391.00	\$14,750.78	\$43,181.78
Subscription Services Grand Total			\$67,439.88	\$69,125.88	\$70,854.02	\$207,419.78

G. Application Services Provider (ASP) Fee Schedule

Application Services Provider (ASP) 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	\$15,375.00	\$15,759.38	\$46,134.38
Cerner Patient Portal-HealthLife	PY-27580-PKG	301 Users	\$30,000.00	\$30,750.00	\$31,518.75	\$92,268.75
Connect to Cerner Health Trusted Contributor		1				
Cerner Direct HISP-Ambulatory	PY-70126C	41 Facilities	\$22,140.00	\$22,693.50	\$23,260.84	\$68,094.34
Cerner Direct HISP-Ambulatory	PY-70126C	1 Facility	\$540.00	\$553.50	\$567.34	\$1,660.84
HealthLife	PY-27800C	1 client	\$13,500.00	\$13,837.50	\$14,183.44	\$41,520.94
Cerner ePrescribe Package	PS-20080-ASP	15 Providers	\$4,500.00	\$4,612.50	\$4,727.81	\$13,840.31
Ignite Millennium API	PY-70126C	8750 API Calls	\$15,756.00	\$16,149.90	\$16,553.65	\$48,459.55
P2Sentinel-Security as a Service	P2S-SEC-SRV-PKG		\$41,670.00	\$51,254.10	\$52,535.45	\$145,459.55
Application Services Provider (ASP) Grand Total			\$143,106	\$155,266	\$159,106.65	\$457,438.65

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H. Shared Computing Services Fee Schedule

<u>Shared Computing Services Fee Schedule Table</u>						
<u>Solution Name</u>	<u>Cerner Product Code</u>	<u>Inventory Quantity</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Total</u>
DM One, Term, User License, Upgrade from DMNE Pass-Through Code: 100021	DMONE-UPG-TERM	2 GB Per Day	\$13,740.00	\$16,900.20	\$17,322.71	\$47,962.91
Shared Computing Services Grand Total			\$13,740.00	\$16,900.20	\$17,322.71	\$47,962.91

I. Managed Services Fee Schedule

<u>Managed Services Fee Schedule Table</u>						
<u>Solution Name</u>	<u>Cerner Product Code</u>	<u>Inventory Quantity</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Total</u>
Disaster Recovery Recurring Fees (CONTRACTOR Hosted)	CTS-DRREC UR	300 CCU	\$325,670.28	\$333,812.04	\$342,157.34	\$1,001,639.65
DR Millennium Toolkit	CTP-DRTOO LKIT	1				
Managed Services Grand Total			\$325,670.28	\$333,812.04	\$342,157.34	\$1,001,639.65

J. Application Management Services Fee Schedule

<u>Application Management Services</u>						
<u>Solution Name</u>	<u>Cerner Product Code</u>	<u>Inventory Quantity</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Total</u>
Application Management Services		1	\$535,140.00	\$548,518.50	\$562,231.46	\$1,645,889.96
Application Management Services Grand Total			\$535,140.00	\$548,518.50	\$562,231.46	\$1,645,889.96

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K. Transaction Services Fee Schedule

<u>Transaction Services Fee Schedule Table</u>						
<u>Solution Name</u>	<u>Cerner Product Code</u>	<u>Inventory Quantity</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Total</u>
Transaction Services	RC-20325-MIN	12,000 Eligibility requests monthly	\$34,560.00	\$35,424.00	\$36,309.60	\$106,293.60
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	\$36,424.00	\$37,309.60	\$109,293.60

L. Sublicensed Software Maintenance Fee Schedule

<u>Sublicensed Software Maintenance Fee Schedule Table</u>						
<u>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</u>						
<u>Solution Name</u>	<u>Cerner Product Code</u>	<u>Inventory Quantity</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Total</u>
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-1500-2000	1	\$1,056.00	\$1,056.00	\$1,056.00	\$3,168.00

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
MNT: 1 Pack Internet Server 75k per Month	AC-1500-3500	1	\$2,244.00	\$2,244.00	\$2,244.00	\$6,732.00
MNT: APPLICATIONXTE DER IMAGE CAPTURE SERVER	456-100-425	1	\$144.00	\$144.00	\$144.00	\$432.00
MNT: APPLICATIONXTE ER PROINDEX FULL TEXT CLIENT - 1 CC USE	456-100-428	1	\$72.00	\$72.00	\$72.00	\$216.00
MNT: APPLICATIONXTE ER REPORTS MANAGEMENT SERVER	456-100-439	1	\$1,524.00	\$1,524.00	\$1,524.00	\$4,572.00
MNT: APPLICATIONXTE DER SERVER - 50 CC USER	456-100-468	1	\$2,940.00	\$2,940.00	\$2,940.00	\$8,820.00
MNT: APPLICATIONXTE ER PROINDEX FULLTEXT SERVER	456-100-497	1	\$624.00	\$624.00	\$624.00	\$1,872.00
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-ORNEE- 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	4	\$2,707.20	\$2,707.20	\$2,707.20	\$8,121.60
IBM WebSphere MQ Value Unit License + SW Maintenance Renewal	E0256LL	400	\$2,798.40	\$2,798.40	\$2,798.40	\$8,395.20

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
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	E0256LL	1200	\$9,316.80	\$9,316.80	\$9,316.80	\$27,950.40
VERITAS Storage Ent Cluster 6.	UFSQFZZ 0-EIIRA	68	\$1,601.04	\$1,601.04	\$1,601.04	\$4,803.12
Oracle Named User, Full 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	RHLINU X-AS	4	\$3,999.84	\$3,999.84	\$3,999.84	\$11,999.52
Red Hat AS Linux License	RHLINU X-AS	4	\$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
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	RHLINU X-ESB	5	\$1,752.00	\$1,752.00	\$1,752.00	\$5,256.00
Red Hat Enterprise Linux ES	RHLINU X-ESB	5	\$1,733.04	\$1,733.04	\$1,733.04	\$5,199.12
APPLICATIONXTEN DER WEB SERVICES	456-100-402	1	\$1,944.00	\$1,944.00	\$1,944.00	\$5,832.00
APPLICATIONXTEN DER 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
APPLICATIONXTEN DER 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
APPLICATIONXTEN DER WEB SERVICES	456-100-402	1	\$1,944.00	\$1,944.00	\$1,944.00	\$5,832.00
APPLICATIONXTEN DER SERVER - 250 CC USER	456-100-471	1	\$42,184.80	\$42,184.80	\$42,184.80	\$126,554.40
APPLICATIONXTEN	456-100-	1	\$7,200.00	\$7,200.00	\$7,200.00	\$21,600.00

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
DER SERVER - 10 CC USER	466					
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	43C0097-CRESG	1	\$2,035.20	\$2,035.20	\$2,035.20	\$6,105.60
Restricted Use - IBM MQ Value Unit License + SW Maintenance	D55VILL	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
HP-UX 11i v2 Serviceguard RAC PCL LTU MNT: HP-UX 11i v2 Serviceguard	T1907BA-UD	4	\$1,440.00			\$1,440.00
HP-UX 11i v3 Data Center OE LTU MNT: HP-UX 11i v3 Data Center	BA931AC-UD	6	\$5,184.00			\$5,184.00
HP-UX 11i v2 Serviceguard RAC PCL LTU MNT: HP-UX 11i v2 Serviceguard	T1907BA-PS	4	\$2,016.00			\$2,016.00
HP-UX 11i v3 Data Center OE LTU MNT: HP-UX 11i v3 Data Center	BA931AC-PS	6	\$6,840.00			\$6,840.00
Command View P6500 EVA Unlimit	HA110A5 Q1Y	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
MNT: HP-UX 11i v2 Serviceguard	T1907BA-PS	4	\$1,440.00			\$1,440.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-UD	4	\$1,440.00			\$1,440.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-PS	8	\$2,880.00			\$2,880.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-PS	8	\$2,880.00			\$2,880.00

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
MNT: HP-UX 11i v2 Serviceguard	T1907BA-UD	8	\$2,880.00			\$2,880.00
MNT: HP-UX 11i v2 Serviceguard	T1907BA-UD	8	\$2,880.00			\$2,880.00
MNT: HP-UX 11i v3 Data Center	BA931AC-PS	8	\$7,584.00			\$7,584.00
MNT: HP-UX 11i v3 Data Center	BA931AC-PS	8	\$7,584.00			\$7,584.00
MNT: HP-UX 11i v3 Data Center	BA931AC-PS	8	\$7,584.00			\$7,584.00
MNT: HP-UX 11i v3 Data Center	BA931AC-UD	8	\$7,584.00			\$7,584.00
MNT: HP-UX 11i v3 Data Center	BA931AC-UD	8	\$7,584.00			\$7,584.00
MNT: HP-UX 11i v3 Data Center	BA931AC-UD	8	\$7,584.00			\$7,584.00
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	\$7,800.00	\$7,800.00	\$7,800.00	\$23,400.00
DM360 Ntwk Ed, Perp, Phys Clic	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	\$9,897.00	\$9,897.00	\$9,897.00	\$29,691.00
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
APPLICATIONXTEN DER PACKAGE - 2	457-100-246	1	\$11,700.00	\$11,700.00	\$11,700.00	\$35,100.00
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, Fil Use	QC-ORS1P-U9	1	\$1,275.96	\$1,275.96	\$1,275.96	\$3,827.88
APPLICATIONXTEN DER PACKAGE - 5	457-100-245	3	\$2,340.00	\$2,340.00	\$2,340.00	\$7020.00

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
MNT: Restricted Use - IBM MQ V	D55VILL	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
MNT: VMware Infrastructure Ent	VI-ENT-C	1	\$0	\$0	\$0	\$0
For HP Internal Entitlement Pu	HA110A5699	32	\$0	\$0	\$0	\$0
MNT: Cerner eSignature per Cli	CT-ESIG-CLIN	3	\$3,240.00	\$3,240.00	\$3,240.00	\$9,720.00
Linux Database						
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU- 36 months- 1	G3J30A	4	\$0	\$0	\$3,151.56	\$3,151.56
Factory Integrated	G3J30A0D1	4	\$0	\$0	\$0	\$0
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU- 36 months	G3J30A	4	\$0	\$0	\$3,151.56	\$3,151.56
Factory Integrated	G3J30A0D1	4	\$0	\$0	\$0	\$0
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU (36 months)	G3J30A	1	\$0	\$0	\$787.92	\$787.92
Factory Integrated	G3J30A0D1	1	\$0	\$0	\$0	\$0
MNT: Oracle Database ASFU US:EE-Named User Plus Perpetual-	QC-ORNEE-U8	350	\$73,150.20	\$73,150.20	\$73,150.20	\$ 219,450.60
MNT: Oracle Processor License, ASFU US:RAC	QC-ORRAC-U9	4	\$20,240.04	\$20,240.04	\$20,240.04	\$60,720.12
Oracle ASFU Diagnostic Pack per Proc	QC-ORADPE-E-U9	4	\$6,600.00	\$6,600.00	\$6,600.00	\$19,800.00
Oracle ASFU Tuning Pack per Proc	QC-ORATPE-E-U9	4	\$4,400.04	\$4,400.04	\$4,400.04	\$13,200.12
Linux Application						
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU 36 months	G3J30A	2	\$0	\$0	\$1,575.72	\$1,575.72
Factory Integrated	G3J30A0D1	2	\$0	\$0	\$0	\$0

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU (36 months)	G3J30A	4	\$0	\$0	\$3,151.56	\$3,151.56
Factory Integrated	G3J30A 0D1	4	\$0	\$0	\$0	\$0
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU (36 months)	G3J30A	4	\$0	\$0	\$3,151.56	\$3,151.56
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 LTU (36 months)	G3J30A	1	\$0	\$0	\$787.92	\$787.92
Restricted Use - IBM MQ Value Unit License + SW M (Initial term 12 months-extended term 14 months)	D55V1LL	2100	\$37,905.84	\$37,905.84	\$ 37,905.84	\$113,717.52
RHEL Svr 2 Sckt/2 Gst 3yr 24x7 SW SVC (36 months)	G3J30A	1	\$0	\$0	\$787.92	\$787.92
Factory Integrated	G3J30A 0D1	1	\$0	\$0	\$0	\$0
Tech-EPCS						
CID-EPCS-Cwkflow-RemoteAccess (25-199)	CID-EPCS-CW-RA-25	90	\$4,320.00	\$ 4,320.00	\$4,320.00	\$12,960.00
Cloud Appliance						
VMware vSphere 6 Enterprise Plus for 1 processor-26 months	VS6-EPL-C	4	\$3,843.84	\$ 3,843.84	\$3,843.84	\$11,531.52
Lab Imaging						
MNT:APPLICATION XTENDER PACKAGE - 5 CC USER PACK	456-108-462	1	\$2,340.00	\$ 2,340.00	\$2,340.00	\$7,020.00
Linux items moved from prepaid in Amendment 1						
HPE iLO Advanced Non Blade 3 yr support	H1K93A5 R2M	1			\$6.48	\$6.48
HPE iLO Advanced Non Blade -3yr Support	H1K93A3 R2M	7			\$37.92	\$37.92
HP RH Svr 2 Sckt/2 Gst 3yr 24x7 SW SVC	H1K93A3 T75	7			\$1,199.28	\$1,199.28

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	Inventor y Quantity	Period One	Period Two	Period Three	Total
HPE RH Svr 2 Sckt/2 Gst 3yr 24	H1K93A3 T75	9			\$964.56	\$964.56
iLO Advanced Non Blade - 3yr S	H1K92A3 R2M	2			\$10.08	\$10.08
HPE iLO Advanced Non Blade -3yr Support	H1K93A3 R2M	7			\$37.92	\$37.92
HPE OmniStack 8-14c 1P Small Support	H1K92A3 ZA0	2	\$0	\$0	\$0	\$0
New items						
INFOSCALE ENTERPRISE LNX 1 CORE ONPREMISE STANDARD PER	11943-M1	24	\$6,727.44	\$6,727.44	\$6,727.44	\$20,182.32
Oracle Standard Edition One DB, ASFU, Named User Lic	QC-ORS1P-U9	1	\$1,275.96	\$1,275.96	\$1,275.96	\$3,827.88
Red Hat Enterprise Linux Server Premium (1 socket-1VG)	RH01549 46	2		\$974.64	\$974.64	\$1,949.28
INFOSCALE ENTERPRISE LNX 1 CORE ONPREMISE STANDARD PER	11943-M1	24	\$6,727.44	\$6,727.44	\$6,727.44	\$20,182.32
Red Hat Enterprise Linux Server Premium (1 socket-1VG)	RH01549 46	2		\$974.64	\$974.64	\$1,949.28
Oracle Standard Edition One DB, ASFU, Named User Lic	QC-ORS1P-U9	30	\$1,188.00	\$1,188.00	\$1,188.00	\$3,564.00
VMware vSphere 6 Enterprise Plus for 1 processor	VX6-EPL-C	16	\$15,375.36	\$15,375.36	\$15,375.36	\$46,126.08
Gold Maintenance Citrix NetScaler MPX8005 Stand	4031332-EZ	2	\$0	\$9,000.00	\$9,000.00	\$18,000
MNT:Restricted Use-IBM WAS Network Deployment Value Unit	D55WJLL	1680	\$0	\$78,456.72	\$78,456.72	\$156,913.44
VMware vSphere 6 Enterprise Plus for 1 processor	VX6-EPL-C	6	\$5,765.76	\$5,765.76	\$5,765.76	\$17,297.28

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
Zetafax CommsEngine Premium Suppt Embedded Ed	EQZFC-819	2	\$0	\$572.40	\$572.40	\$1,144.80
Support for TR1034 Fax Board- Analog 4 Channel	EQZF-01702-1S	2	\$0	\$900.12	\$900.12	\$1,800.24
VMware vSphere 6 Enterprise Plus for 1 processor	VS6-EPL-C	8	\$7,687.68	\$7,687.68	\$7,687.68	\$23,063.04
VMware vCenter Server 6 Standard for vSphere 6 (Per In	VCS6-STD-C	2	\$3,396.84	\$3,396.84	\$3,396.84	\$10,190.52
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.12.), and V.A.1.c.7.)			\$28,600.00	\$28,600.00	\$28,600.00	\$85,800.00
Sublicensed Software Maintenance Grand Total			\$717,327.88	\$713,565.16	\$732,367.84	\$2,163,260.88

M. Term Licensed Software Fee Schedule

Term Licensed Software Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
Term License Fees						
Cerner CMT (Enterprisewide) CMT	KS-22091L	1 Enterprise	\$10,135.20	\$10,388.58	\$10,648.29	\$31,172.07
Ambulatory Content Package	KS-26982L	15 Providers	\$4,378.44	\$4,487.90	\$4,600.10	\$13,466.44
MediSource Foundation for Ambulatory	KS-26965L	15 Providers	\$3,956.76	\$4,055.68	\$4,157.07	\$12,169.51
Provider-Friendly Terminology (PFT) - Ambulatory	KS-26995L	60 Providers	\$1,971.12	\$2,020.40	\$2,070.91	\$6,062.43
DSM-5 for Millennium	KS-70000L	400 Licensed BH	\$10,800.00	\$11,070.00	\$11,346.75	\$33,216.75

Term Licensed Software Fee Schedule Table						
Solution Name	Cerner Product Code	Inventory Quantity	Period One	Period Two	Period Three	Total
Term License Fees						
		<u>Professional s</u>				
<u>Eligible Provider Quality Reporting</u>	<u>PV- 22115L</u>	<u>32 Physicians</u>	<u>\$8,027.04</u>	<u>\$8,227.72</u>	<u>\$8,433.41</u>	<u>\$24,688.16</u>
Term License Support Fees						
<u>Cerner CMT (Enterprisewide) CMT Support</u>	<u>KS- 22091LS</u>	<u>1 Enterprise</u>	<u>\$4,864.92</u>	<u>\$4,986.54</u>	<u>\$5,111.21</u>	<u>\$14,962.67</u>
<u>Ambulatory Content Package Support</u>	<u>KS- 26982LS</u>	<u>15 Providers</u>	<u>\$2,101.68</u>	<u>\$2,154.22</u>	<u>\$2,208.08</u>	<u>\$6,463.98</u>
<u>MediSource Foundation for Ambulatory Support</u>	<u>KS- 26965LS</u>	<u>15 Providers</u>	<u>\$1,899.24</u>	<u>\$1,946.72</u>	<u>\$1,995.39</u>	<u>\$5,841.35</u>
<u>Provider-Friendly Terminology (PFT) - Ambulatory Support</u>	<u>KS- 26995LS</u>	<u>60 Providers</u>	<u>\$946.08</u>	<u>\$969.73</u>	<u>\$993.98</u>	<u>\$2,909.79</u>
<u>DSM-5 for Millennium Support</u>	<u>KS- 70000LS</u>	<u>400 Licensed BH Professional s</u>	<u>\$5,184.00</u>	<u>\$5,313.60</u>	<u>\$5,446.44</u>	<u>\$15,944.04</u>
<u>Eligible Provider Quality Reporting Support</u>	<u>PV- 22115LS</u>	<u>32 Physicians</u>	<u>\$3,852.96</u>	<u>\$3,949.28</u>	<u>\$4,048.02</u>	<u>\$11,850.26</u>
Term License Fees Total			<u>\$39,268.56</u>	<u>\$40,250.28</u>	<u>\$41,256.53</u>	<u>\$120,775.37</u>
Term License Software Support Fees Total			<u>\$18,848.88</u>	<u>\$19,320.09</u>	<u>\$19,803.12</u>	<u>\$57,972.09</u>
Term Licensed Software and Support Grand Total			<u>\$58,117.44</u>	<u>\$59,570.38</u>	<u>\$61,059.64</u>	<u>\$178,747.451</u>

~~— 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 and Transaction Services Inventory during the term of the Agreement as necessary.~~

~~— 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,~~

1 EXHIBIT G
 2 TO AGREEMENT FOR PROVISION OF
 3 MAINTENANCE AND SUPPORT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CERNER CORPORATION
 8 JULY 1, 2017 THROUGH JUNE 30, 2020
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 A. GENERAL PROVISIONS AND RECITALS

12 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and
 13 Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B below, shall have the same
 14 meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at
 15 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

16 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and
 17 the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that
 18 CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of
 19 COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of
 20 “Business Associate” in 45 CFR § 160.103.

21 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
 22 terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to
 23 be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the
 24 Agreement.

25 4. The parties intend to protect the privacy and provide for the security of PHI that may be
 26 created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance
 27 with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH
 28 Act, and the HIPAA regulations as they may exist now or be hereafter amended.

29 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA
 30 regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by
 31 other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

32 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
 33 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
 34 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 35 terms of this Business Associate Contract and the applicable standards, implementation specifications,
 36 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
 37 //

1 with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to
2 the Agreement.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection,
5 development, implementation, and maintenance of security measures to protect ePHI and to manage the
6 conduct of CONTRACTOR's workforce in relation to the protection of that information.

7 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted
8 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

9 a. Breach excludes:

10 1) Any unintentional acquisition, access, or use of PHI by a workforce member or
11 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use
12 was made in good faith and within the scope of authority and does not result in further use or disclosure
13 in a manner not permitted under the Privacy Rule.

14 2) Any inadvertent disclosure by a person who is authorized to access PHI at
15 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health
16 care arrangement in which COUNTY participates, and the information received as a result of such
17 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

18 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief
19 that an unauthorized person to whom the disclosure was made would not reasonably have been able to
20 retain such information.

21 b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or
22 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach
23 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised
24 based on a risk assessment of at least the following factors:

25 1) The nature and extent of the PHI involved, including the types of identifiers and the
26 likelihood of re-identification;

27 2) The unauthorized person who used the PHI or to whom the disclosure was made;

28 3) Whether the PHI was actually acquired or viewed; and

29 4) The extent to which the risk to the PHI has been mitigated.

30 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy
31 Rule in 45 CFR § 164.501.

32 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in
33 45 CFR § 164.501.

34 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
35 45 CFR § 160.103.

36 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA
37 Privacy Rule in 45 CFR § 164.501.

1 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
2 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
3 with 45 CFR § 164.502(g).

4 8. "Physical Safeguards" are physical measures, policies, and procedures to protect
5 CONTRACTOR's electronic information systems and related buildings and equipment, from natural and
6 environmental hazards, and unauthorized intrusion.

7 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually
8 Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

9 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
10 160.103.

11 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy
12 Rule in 45 CFR § 164.103.

13 12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

14 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure,
15 modification, or destruction of information or interference with system operations in an information
16 system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans,
17 "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by
18 CONTRACTOR.

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
22 45 CFR § 160.103.

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect ePHI and
24 control access to it.

25 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
26 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
27 methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
29 45 CFR § 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

31 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to
32 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required
33 by law.

34 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
35 Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to
36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
37 other than as provided for by this Business Associate Contract.

1 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR
2 Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates,
3 receives, maintains, or transmits on behalf of COUNTY.

4 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is
5 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the
6 requirements of this Business Associate Contract.

7 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI
8 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.
9 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph F below and
10 as required by 45 CFR § 164.410.

11 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or
12 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply under
13 HIPAA to CONTRACTOR with respect to such information.

14 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
15 written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an
16 Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an
17 EHR with PHI, and an individual requests a copy of such information in an electronic format,
18 CONTRACTOR shall provide such information in an electronic format.

19 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs
20 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30)
21 calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in
22 writing no later than ten (10) calendar days after said amendment is completed.

23 9. CONTRACTOR agrees to make internal practices, books, and records relating to the use
24 and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY
25 available to COUNTY and the Secretary in a time and manner as designated by the Secretary for
26 purposes of the Secretary determining COUNTY's compliance with the HIPAA Privacy Rule or in a
27 time and manner that is reasonably acceptable to both COUNTY and CONTRACTOR as requested by
28 COUNTY.

29 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
30 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
31 and to make information related to such Disclosures available as would be required for COUNTY to
32 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
33 45 CFR § 164.528.

34 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
35 a time and manner to be determined by COUNTY, that information collected in accordance with the
36 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of
37 Disclosures of PHI in accordance with 45 CFR § 164.528.

1 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's
2 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the
3 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

4 13. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a
5 criminal proceeding for a violation of HIPAA related to this Agreement. COUNTY may terminate the
6 Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA under
7 this Agreement. COUNTY may terminate the Agreement, if a finding or stipulation that
8 CONTRACTOR has violated any standard or requirement of the privacy or security provisions of
9 HIPAA, or other security or privacy laws are made in any administrative or civil proceeding related to
10 this Agreement in which CONTRACTOR is a party or has been joined. COUNTY will consider the
11 nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

12 14. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting
13 CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no
14 cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative
15 proceedings being commenced against COUNTY, its directors, officers or employees based upon
16 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,
17 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its
18 subcontractor, employee, or agent is a named adverse party.

19 15. The Parties acknowledge that federal and state laws relating to electronic data security and
20 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
21 provide for procedures to ensure compliance with such developments. The Parties specifically agree to
22 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
23 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
24 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY
25 concerning an amendment to this Business Associate Contract embodying written assurances consistent
26 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
27 applicable laws. CONTRACTOR's failure to enter into aforesaid negotiations in good faith may result
28 in termination of this Agreement in accordance with Paragraph XXIX.A.2. (TERMINATION).

29 16. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to
30 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
31 B.2.a above.

32 D. SECURITY RULE

33 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
34 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
35 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to
36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
37 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 F 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 //

1 training was completed. These records of completion must be retained for a period of six (6) years
2 following the termination of Agreement.

3 b. Employee Discipline. Appropriate sanctions must be applied against workforce
4 members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including
5 termination of employment where appropriate.

6 c. Confidentiality Record. In compliance with pertinent provisions of HIPAA and its
7 implementing regulations, CONTRACTOR shall do the following:

8 1) All persons that will be working with PHI COUNTY discloses to CONTRACTOR
9 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be under an
10 obligation of confidentiality that includes, at a minimum, General Use, Security and Privacy Safeguards,
11 Unacceptable Use, and Enforcement Policies.

12 2) This must be retained by the workforce member in their learning record prior to
13 access to such PHI.

14 3) The confidentiality obligation must be renewed annually.

15 4) The CONTRACTOR shall retain each person's record of completion for COUNTY
16 inspection for a period of six (6) years following the termination of the Agreement.

17 d. Background Check. Before a member of the workforce may access PHI COUNTY
18 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
19 COUNTY, a background screening of that worker must be conducted. The screening should be
20 commensurate with the risk and magnitude of harm the employee could cause, with more thorough
21 screening being done for those employees who are authorized to bypass significant technical and
22 operational security controls. CONTRACTOR shall retain each workforce member's background check
23 documentation for a period of three (3) years.

24 2. Technical Security Controls

25 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
26 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
27 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
28 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
29 COUNTY.

30 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to
31 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
32 must have sufficient administrative, physical, and technical controls in place to protect that data, based
33 upon a risk assessment/system security review.

34 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses
35 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
36 required to perform necessary business functions may be copied, downloaded, or exported.

37 //

1 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
3 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,
4 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm
5 which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises”
6 if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s
7 locations.

8 e. Antivirus software. All workstations, laptops and other systems that process and/or
9 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or
10 transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software
11 solution with automatic updates scheduled at least daily.

12 f. Patch Management. All workstations, laptops and other systems that process and/or
13 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or
14 transmits on behalf of COUNTY must have critical security patches applied, with system reboot if
15 necessary. There must be a documented patch management process which determines installation
16 timeframe based on risk assessment and vendor recommendations. At a maximum, all critical patches
17 must be installed within thirty (30) days of vendor release. Applications and systems that cannot be
18 patched due to operational reasons must have compensatory controls implemented to minimize risk,
19 where possible.

20 g. User IDs and Password Controls. All users must be issued a unique user name for
21 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
22 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
23 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
24 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight
25 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
26 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.
27 Passwords must be changed if revealed or compromised. Passwords must be composed of characters
28 from at least three (3) of the following four (4) groups from the standard keyboard:

- 29 1) Upper case letters (A-Z)
- 30 2) Lower case letters (a-z)
- 31 3) Arabic numerals (0-9)
- 32 4) Non-alphanumeric characters (punctuation symbols)

33 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
35 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media
36 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
37 require prior written permission by COUNTY.

1 i. System Timeout. The hosted Disaster Recovery system providing access to PHI
2 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
3 behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session
4 after no more than twenty (20) minutes of inactivity.

5 j. Warning Banners. All systems providing access to PHI COUNTY discloses to
6 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
7 must display a warning banner stating that data is confidential, systems are logged, and system use is for
8 business purposes only by authorized users. User must be directed to log off the system if they do not
9 agree with these requirements.

10 k. System Logging. The system must maintain an automated audit trail which can identify
11 the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or
12 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such
13 PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must
14 be read only, and must be restricted to authorized users. If such PHI is stored in a database, database
15 logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after
16 occurrence.

17 l. Access Controls. The system providing access to PHI COUNTY discloses to
18 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
19 must use role based access controls for all user authentications, enforcing the principle of least privilege.

20 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
21 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
22 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
23 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
24 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
25 website access, file transfer, and E-Mail.

26 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
27 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
28 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
29 comprehensive intrusion detection and prevention solution.

30 3. Audit Controls

31 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
32 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
33 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
34 COUNTY must have at least an annual system risk assessment/security review which provides assurance
35 that administrative, physical, and technical controls are functioning effectively and providing adequate
36 levels of protection. Reviews should include vulnerability scanning tools.

37 //

1 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
3 must have a routine procedure in place to review system logs for unauthorized access.

4 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to
5 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
6 must have a documented change control procedure that ensures separation of duties and protects the
7 confidentiality, integrity and availability of data.

8 4. Business Continuity/Disaster Recovery Control

9 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
10 to enable continuation of critical business processes and protection of the security of PHI COUNTY
11 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
12 COUNTY kept in an electronic format in the event of an emergency. Emergency means any
13 circumstance or situation that causes normal computer operations to become unavailable for use in
14 performing the work required under this Agreement for more than twenty four (24) hours.

15 b. Data Backup Plan. For the hosted Disaster Recovery system, if a Disaster is declared,
16 CONTRACTOR must have established documented procedures to backup such PHI to maintain
17 retrievable exact copies of the PHI. The plan must include a regular schedule for making backups,
18 storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to
19 restore COUNTY PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup
20 and monthly offsite storage of COUNTY data.

21 5. Paper Document Controls

22 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
23 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
24 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means
25 that information is not being observed by an employee authorized to access the information. Such PHI
26 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
27 baggage on commercial airplanes.

28 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR
29 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall
30 be escorted and such PHI shall be kept out of sight while visitors are in the area.

31 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or
32 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of
33 through confidential means, such as cross cut shredding and pulverizing.

34 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
35 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises
36 of the CONTRACTOR except with express written permission of COUNTY.

37 //

1 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or
2 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left
3 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement
4 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the
5 intended recipient before sending the fax.

6 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or
7 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and
8 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include
9 five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in
11 a single package shall be sent using a tracked mailing method which includes verification of delivery and
12 receipt, unless the prior written permission of COUNTY to use another method is obtained.

13 F. BREACH DISCOVERY AND NOTIFICATION

14 1. Following the discovery of a Breach of Unsecured PHI , CONTRACTOR shall notify
15 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law
16 enforcement official pursuant to 45 CFR § 164.412.

17 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which
18 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been
19 known to CONTRACTOR.

20 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is
21 known, or by exercising reasonable diligence would have known, to any person who is an employee,
22 officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

23 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
24 Privacy Officer. CONTRACTOR's notification may be written or oral, but if it is oral, CONTRACTOR
25 shall follow by a written notification within twenty four (24) hours of the oral notification. Thereafter,
26 CONTRACTOR shall provide written notification containing the contents stated below within five (5)
27 calendar days. CONTRACTOR shall be required to provide any other information relevant to the Breach
28 in writing as soon as the information is available.

29 3. CONTRACTOR's notification shall include, to the extent possible:

30 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
31 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

32 b. Any other information that COUNTY is required to include in the notification to
33 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
34 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
35 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

36 1) A brief description of what happened, including the date of the Breach and the date
37 of the discovery of the Breach, if known;

1 2) A description of the types of Unsecured PHI that were involved in the Breach (such
2 as whether full name, social security number, date of birth, home address, account number, diagnosis,
3 disability code, or other types of information were involved);

4 3) Any steps Individuals should take to protect themselves from potential harm
5 resulting from the Breach;

6 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
7 mitigate harm to Individuals, and to protect against any future Breaches; and

8 5) Contact procedures for COUNTY to ask questions or learn additional information,
9 which shall include a telephone number, an E-Mail address, or postal address.

10 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45
11 CFR § 164.404, if it is reasonable to do so under the circumstances.

12 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
13 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
14 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as required
15 by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or
16 disclosure of PHI did not constitute a Breach.

17 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or
18 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

19 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
20 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
21 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as
22 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of
23 the Breach to COUNTY pursuant to Subparagraph F.2 above.

24 8. CONTRACTOR shall continue to provide all additional pertinent information about the
25 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
26 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests
27 for further information, or follow-up information after report to COUNTY, when such request is made
28 by COUNTY.

29 9. If the Breach is due to the negligence or willful misconduct of CONTRACTOR,
30 CONTRACTOR shall bear all reasonable expense or other reasonable costs associated with the Breach
31 that COUNTY incurs in addressing the Breach and consequences thereof, including costs of
32 investigation, notification, remediation, documentation or other costs associated with addressing the
33 Breach. However, nothing stated herein shall relieve the CONTRACTOR from its obligation to address
34 and be responsible for all costs related to any Breach which obligation the CONTRACTOR
35 independently bears under HIPAA, the HITECH Act, and/or the HIPAA regulations. Regardless of
36 whether the Breach is due to the negligence or willful misconduct of the CONTRACTOR,
37 CONTRACTOR shall provide and/or pay for the cost of up to one year of credit monitoring of the

1 Breaches of the Disaster Recovery System that CONTRACTOR hosts on its server

2 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

3 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
4 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
5 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done
6 by COUNTY except for the specific Uses and Disclosures set forth below.

7 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for
8 the proper management and administration of CONTRACTOR.

9 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the
10 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of
11 CONTRACTOR, if:

12 1) The Disclosure is required by law; or

13 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is
14 disclosed that it will be held confidentially and used or further disclosed only as required by law or for
15 the purposes for which it was disclosed to the person and the person immediately notifies
16 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has
17 been breached.

18 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
19 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
20 CONTRACTOR.

21 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to
22 carry out legal responsibilities of CONTRACTOR.

23 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
24 consistent with the minimum necessary requirements of HIPAA.

25 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
26 required by law.

27 H. PROHIBITED USES AND DISCLOSURES

28 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
29 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to
30 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care
31 item or service for which the health care provider involved has been paid out of pocket in full and the
32 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

33 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
34 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
35 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
36 42 USC § 17935(d)(2).

37 //

1 I. OBLIGATIONS OF COUNTY

2 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of
3 privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect
4 CONTRACTOR’s Use or Disclosure of PHI.

5 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission
6 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect
7 CONTRACTOR’s Use or Disclosure of PHI.

8 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI
9 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction
10 may affect CONTRACTOR’s Use or Disclosure of PHI.

11 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that
12 would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

13 J. BUSINESS ASSOCIATE TERMINATION

14 1. Upon COUNTY’s knowledge of a material Breach or violation by CONTRACTOR of the
15 requirements of this Business Associate Contract, COUNTY shall:

16 a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the
17 violation within thirty (30) business days; or

18 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure
19 the material Breach or end the violation within thirty (30) days, provided termination of the Agreement
20 is feasible.

21 2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to
22 COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or
23 received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

24 a. This provision shall apply to all PHI that is in the possession of Subcontractors or
25 agents of CONTRACTOR.

26 b. CONTRACTOR shall retain no copies of the PHI.

27 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not
28 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or
29 destruction infeasible. Upon joint determination by COUNTY and CONTRACTOR that return or
30 destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate
31 Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the
32 return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

33 3. The obligations of this Business Associate Contract shall survive the termination of the
34 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

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1 that require such information if payment is sought under a government program providing public
2 benefits.

3 8. "Security Incident" means the attempted or successful unauthorized access, use,
4 disclosure, modification, or destruction of PI, or confidential data utilized in complying with this
5 Agreement; or interference with system operations in an information system that processes, maintains
6 or stores PI. "Security incident" does not include trivial incidents that occur on a daily basis, such as
7 scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by
8 CONTRACTOR

9 B. TERMS OF AGREEMENT

10 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
11 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
12 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the
13 Agreement provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

14 2. Responsibilities of CONTRACTOR

15 CONTRACTOR agrees:

16 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
17 required by this Personal Information Privacy and Security Contract or as required by applicable state
18 and federal law.

19 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
20 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to
21 protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to
22 prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information
23 Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information
24 privacy and security program that include administrative, technical and physical safeguards
25 appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its
26 activities, which incorporate the requirements of Subparagraph c. below. CONTRACTOR policy is
27 to tightly control and not distribute written or electronic copies of its security policies, due to their
28 sensitivity, but they can be viewed on a limited basis in one of the CONTRACTOR's offices or
29 alternatively with an onsite CONTRACTOR associate who can present this information in a properly
30 secured WebEx/teleconference meeting. These controls serve to maintain the appropriate security
31 posture for protecting all clients' data.

32 c. Security. CONTRACTOR shall ensure the continuous security of all computerized
33 data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
34 DHCS PI and PII. These steps shall include, at a minimum:

35 1) Complying with all of the data system security precautions listed in
36 Subparagraph E. of the Business Associate Contract, Exhibit B to the Agreement; and

37 //

1 2) Providing a level and scope of security that is at least comparable to the level
2 and scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of
3 Federal Automated Information Systems, which sets forth guidelines for automated information
4 systems in Federal agencies.

5 3) If the data obtained by CONTRACTOR from COUNTY includes PII, as
6 applicable, CONTRACTOR shall also comply with the substantive privacy and security requirements
7 in Attachments 1 and 2 to this Exhibit H (The CMPPA Agreement between the SSA and the CHHS
8 and in the Agreement between the SSA and DHCS, known as the IEA. The specific sections of the
9 IEA with substantive privacy and security requirements to be complied with are sections E, F, and G,
10 and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines
11 and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the
12 SSA). CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors,
13 to whom CONTRACTOR provides DHCS PII agree to materially the same requirements for privacy
14 and security safeguards for confidential data that apply to CONTRACTOR with respect to such
15 information.

16 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful
17 effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR
18 or its subcontractors in violation of this Personal Information Privacy and Security Contract.

19 e. CONTRACTOR's Agents and Subcontractors. To impose materially the same
20 restrictions and conditions set forth in this Personal Information and Security Contract on any
21 subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the
22 Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

23 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
24 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
25 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives
26 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY
27 and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII,
28 including employees, contractors and agents of its subcontractors and agents. Where
29 CONTRACTOR'S provision of services involves CONTRACTOR remote hosting of solutions for
30 COUNTY, CONTRACTOR will provide to COUNTY upon request CONTRACTOR'S SOC1 and/or
31 SOC2 type II (or industry equivalent) reports.

32 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist
33 the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of
34 the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in
35 DHCS PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of
36 such Breach to the affected individual(s).

37 //

1 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
2 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and
3 PII or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured
4 DHCS PI and PII or security incident in accordance with Subparagraph F, of the Business Associate
5 Contract, Exhibit B to the Agreement.

6 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate
7 an individual, (e.g., Security Officer or designee), to oversee its data security program who shall be
8 responsible for carrying out the requirements of this Personal Information Privacy and Security
9 Contract and for communicating on security matters with the COUNTY.”

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1 EXHIBIT I
2 TO AGREEMENT FOR PROVISION OF
3 MAINTENANCE AND SUPPORT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CERNER CORPORATION
8 JULY 1, 2017 THROUGH JUNE 30, 2020
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10 **EXHI I. SECURITY REQUIREMENTS AND GUIDELINES FOR APPLICATION**
11 **VENDORS AND APPLICATION SERVICE PROVIDERS**

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County of Orange
Health Care
Agency

**Security
Requirements and
Guidelines for
Application
Vendors and
Application Service
Providers**

02/2017

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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.

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.

- 1 • Accounts must be locked after five unsuccessful login attempts.
- 2 • The password must be at least 8 characters in length and a combination of letters, numbers, and special
- 3 characters with at least 3 of the four following categories.
- 4 ◆ Uppercase letters (A through Z)
- 5 ◆ Lowercase letters (a through z)
- 6 ◆ Numeric digits (0 through 9)
- 7 ◆ Special Characters (! @ # \$ % ^ & etc.)
- 8
- 9

10 **Audit Capabilities**

11 Auditing and logging capabilities will permit HCA to identify user activity.

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- 15 • Application must support the identification of the nature of each access and/or modification through the
- 16 use of logging.
- 17 • Application must employ audit capabilities to sufficiently track details that can establish accountability
- 18 for each step or task taken in a clinical or operational process.
- 19 • All audit logs must be protected from human alteration.
- 20 • Access to logs must be limited to authorized users.
- 21 • The application must employ basic query tools and reports to easily search logs.
- 22 • OCHCA record retention policies must be followed. Currently OCHCA requires that this period be at
- 23 least six years from the time the record was initiated.
- 24 • Logging and auditing functionality must include the following:
- 25 ◆ Record of who did what to which object, when and on which system.
- 26 ◆ Successful/unsuccessful log-in and log-out of users.
- 27 ◆ Add, modify and delete actions on data/files/objects.
- 28 ◆ Read/view actions on data classified as restricted/confidential.
- 29 ◆ Changes to user accounts or privileges (creation, modification, deletion).
- 30 ◆ Switching to another users access or privileges after logging in (if applicable).
- 31
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34 **Protection from Malicious Code**

- 1 • For cloud hosted solutions, vendors must utilize antivirus/antispymware software on servers and monitor
2 to prevent malicious code which may lead to a compromise of OCHCA's data.
- 3 • For local hosted solutions, vendors must ensure that the application appropriately supports the use of
4 antivirus/antispymware software.

7 Remote Support Functionality

- 8 • Provider has a Vendor Remote Access Policy. This policy may be reviewed against OCHCA Vendor
9 Remote Access Policy for material differences.

11 HCA Data Usage

- 13 • During the course of any implementation and subsequent support and life cycle management, any
14 OCHCA data that the vendors have access to in any manner shall be considered confidential unless
15 otherwise designated in writing.
- 16 • Vendors must not use or disclose OCHCA's data other than as permitted or as required by contract or
17 law.
- 18 • The vendors must agree to use appropriate safeguards to prevent the unauthorized use or disclosure of
19 OCHCA's data during any time that the data is stored or transported in any manner by vendors.
- 20 • After the end of any appropriate use of OCHCA's data within the vendors' possession, such data must
21 be returned to OCHCA or securely destroyed unless otherwise permitted by contract or law.
22

25 Cloud Solutions

26 Application Service Providers hosting OCHCA data must meet the following additional requirements and are
27 required to comply with and provide deliverables noted below:
28

- 29 • **SSAE 16.** SSAE 16 SOC 2 Type 2 or SSAE 16 SOC 1 Type 2 compliance Attestation..
- 30 • **Network Intrusion Detection and Prevention.** All systems that are accessible via the internet must
31 actively use a network based intrusion detection and prevention solution.
- 32 • **Workstation/Laptop Encryption.** All workstations, laptops and mobile devices that process and/or
33 store OCHCA data must be encrypted using full disk encryption that uses a FIPS 140-2 certified
34 algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
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- 1 • **Jurisdiction and Location of OCHCA Data.** To protect against seizure and improper use by non-
2 United States (US) persons and government entities, all data / information hosted for OCHCA must
3 reside in a facility under the legal jurisdiction of the US.
- 4 • **Patch Management.** All workstations, laptops, and other systems that access, process and/or store
5 OCHCA data must have appropriate security patches installed. Application Service Providers must
6 utilize a documented patch management process which determines installation timeframe based on risk
7 assessment and vendor recommendations. At a minimum, all critical patches must be installed within 30
8 days of vendor release.
- 9 • **Application Access.** All systems accessible via the internet must employ security controls to prevent
10 access to the application via an asset not approved or owned by the county.
- 11 • **Risk Assessment.** Application Service Providers hosting data for HIPAA covered services must
12 conduct an accurate and thorough Risk Assessment as required by HIPAA Security Rule, Security
13 Management (§ 164.308(a)(1)). Further, they must follow the risk assessment methodology, based on
14 the latest version of NIST SP 800-30 ([http://csrc.nist.gov/publications/nistpubs/800-30-
15 rev1/sp800_30_r1.pdf](http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf)). Upon request, any applicable Risk Assessment findings and remediation
16 strategy must be shared with OCHCA.
- 17 • **NIST.** To ensure compliance with HIPAA, Application Service Providers shall implement appropriate
18 security safeguards by following National Institute of Standards and Technology (NIST) guidelines.
19

20 Policies

21 Vendors must have formal, published IT security policies that address how they manage and maintain the
22 internal security posture of their own or sub-contracted infrastructure. The vendor shall also clearly demonstrate
23 that additional security features are in place to protect systems and data in the unique environment of the service
24 provider model.
25

26 Vendors must provide, to the extent permissible, all relevant security policies and procedures to the County for
27 review Vendor's policy is to tightly control and not distribute written or electronic copies of its security policies,
28 due to their sensitivity, but they can be viewed on a limited basis in one of Vendor's offices or alternatively with
29 an onsite Vendor associate who can present this information in a properly secured WebEx / teleconference
30 meeting. These controls serve to maintain the appropriate security posture for protecting all clients' data.
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32 These policies must include, but not be limited to, the following:
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- **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.
 - **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.

22 In addition to developing, maintaining, and enforcing the above named policies, the vendor must:

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- 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,

1 with the allowance of appropriate backups. Such contact(s) must be available on a 7/24/365
2 basis.

3 4 **Business Continuity / Disaster Recovery Plans**

5 Application Service Providers must have a viable risk management strategy that is formally documented
6 in a Business Continuity Plan (BCP) and/or a Disaster Recovery Plan (DRP). This BCP/DRP plan(s)
7 must identify recovery strategies within the application service areas, outline specific recovery methods
8 and goals, and provide the mutually agreed upon recovery time and point objectives.
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10 11 12 **Backup and Restore**

13 The vendor must allow viewing in a controlled environment their routine Backup and Restore policy
14 and procedure which includes their backup data security strategy. These procedures shall allow for
15 protection of encryption keys (if applicable) as well as a document media destruction strategy including
16 media management tasks (i.e., offsite vaulting and librarian duties).
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18 **Staff Verification**

19 For any employee a vendor contemplates using to provide Disaster Recovery hosted services for the
20 County, the vendor shall use its standard employment criteria as used for similar services provided to
21 other customers in evaluating the suitability of that employee for such roles.
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23 At a minimum, subject to the requirements of applicable law, such criteria must include the information
24 as outlined below for each employee:
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- 26 ▪ **Relevant Skills, Licenses, Certifications, Registrations.** Each service employee must possess
27 the educational background, work experience, skills, applicable professional licenses, and
28 related professional certifications commensurate with their position. The County may, at any
29 time and at its sole discretion, request that the vendor demonstrate compliance with this
30 requirement as applicable to the nature of the services to be offered by the vendor's employee.
31 The County may, at its sole discretion, also request the vendor's certification that the vendor
32 employee has undergone a chemical/drug screening, with negative results, prior to granting
33 access to the County facilities.
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- 35 ▪ **Background Checks.** In accordance with applicable law, the vendor must, at the County's
36 request, obtain as a condition of employment, a background investigation on any vendor
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1 employee selected to work for the County. The security and background investigation shall
 2 include criminal record checks, including records of any conviction in the U.S. or other relevant
 3 jurisdiction where the employee resides. Costs for background investigations must be borne by
 4 the vendor.

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 6 At a minimum, subject to the requirements of applicable law, the vendor must:

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- 8 1. Ensure that all vendor service employees performing applicable services or supporting the
 9 vendor's duties and obligations under a County agreement: (i) have not been convicted of
 10 any crime involving violence, fraud, theft, dishonesty or breach of trust under any laws; and
 11 (ii) have not been on any list published and maintained by the Government of the United
 12 States of America of persons or entities with whom any United States person or entity is
 13 prohibited from conducting business.
 - 14 2. Follow such verification procedures as may be reasonably specified by the County from
 15 time to time. If either the vendor or the County becomes aware that any vendor employee
 16 has been convicted of a crime involving violence, fraud, theft, dishonesty or breach of trust,
 17 or has been included on any such list of persons or entities convicted of such crimes, then
 18 the vendor shall promptly remove the employee from providing services to the County and
 19 prohibit that employee from entering any facilities at which services are provided.
 - 20 3. Annually certify to the County that, the CernerWorks Production Owner and Architect, to
 21 the best of its knowledge, or any of the service employees that work 160 hours annually
 22 with the Disaster Recovery remote hosted system, have not been convicted of any felony
 23 involving fraud, theft, dishonesty or a breach of trust under any laws.

24 **IT Physical Security and Access Control**

25 The vendor must establish processes and procedures for physical access to and control of their own
 26 facilities that are, at a minimum, consistent with relevant industry-specific best practices.

27 Vendor employees are expected to:

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- 29 ■ Comply with facility access procedures, using procedures such as sign-in/sign-out
 30 requirements and use of assigned ID badges.
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- 1 ▪ Scan ID badges, where applicable, at any secure door and/or entrance and exit gates,
2 including any door or gate that may already be open.
- 3 ▪ Refrain from using recordable media in conjunction with County-owned equipment.
- 4 ▪ Comply with check-in/check-out requirements for materials and/or equipment.
- 5 ▪ Adhere to the facility's established emergency, safety and evacuation procedures.
- 6 ▪ Report any unsafe conditions to the facility's safety representative.
- 7 ▪ Report any access violations or security threats to the facility's local security administrator.
- 8
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10 **IT Security Compliance and Training**

11 The vendor must ensure that all vendor employees comply with security policies and procedures and
12 take all reasonable measures to reduce the opportunity for unauthorized access, transmission,
13 modification or misuse of the County's data by vendor employees.

14 The vendor must ensure that all vendor employees are trained on security measures and practices. The
15 vendor will be responsible for any costs related to such training.

16 At a minimum, the vendor is expected to:

- 17 ▪ Ensure that a formal disciplinary process is defined and followed for vendor employees who
18 violate established security policies and procedures.
- 19 ▪ Proactively manage and administer access rights to any equipment, software and systems used
20 to provide services to the County.
- 21 ▪ Define, maintain and monitor access controls, ranging from physical access to logical security
22 access, including a monthly review of vendor employees' access to systems used to provide
23 services to the County.
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30 The vendor shall monitor facilities, systems and equipment to protect against unauthorized access.

31 At a minimum, the vendor is expected to:

- 32 ▪ Monitor access to systems; investigate apparent security violations; and notify the County of
33 violations, including routine reporting on hacking incidents, penetrations and responses.
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- 1 ▪ Maintain data access control and auditing software and provide adequate logging, monitoring,
2 and investigation of unusual or suspicious activity.
- 3 ▪ Initiate immediate corrective actions to minimize and prevent the reoccurrence of any security
4 violations.
- 5 ▪ Document details related to security violations and provide documentation to the County.
- 6 ▪ Provide necessary documentation and evidence to the County in connection with any legal
7 action or investigation related to the provision of services by Vendor to County.

10 **Security Testing Recommendations**

11 The vendor should perform a series of steps to verify the security of applications, some of which are
12 noted below. This section will not be validated by the County, but reflects best practices that the vendor
13 should consider and follow.

- 14 1. Look for vulnerabilities at various layers of the target environment. In the lowest layer, the
15 vendor's testing team should look for flaws in the target network environment, including any
16 routers and firewalls designed to control access to the web server and related target components.
17 The team should attempt to determine whether such filters provide adequate protection at the
18 network layer of the target hosts that the team can reach across the Internet.
- 19 2. Look for flaws in the Internet-accessible hosts associated with the target infrastructure,
20 including the web server. This host-based component of the test will analyze which network-
21 accessible services are available on the target hosts across the Internet, including the web server
22 process. The testing team should look for incorrect configuration, unpatched or enabled
23 services, and other related problems on the target hosts.

24 This review performed by the vendor should include but not be limited to:

- 25 ▪ The web application (i.e., the software that interacts with users at their web browsers; typically,
26 custom-crafted code created by the web development team)
- 27 ▪ The web server application (the underlying software that sends and receives information via
28 HTTP and HTTPS, typically off-the-shelf software such as Microsoft's IIS or the open-source
29 Apache software)
- 30 ▪ Any separate backend application servers that process information from the web application
- 31 ▪ The backend database systems that house information associated with the web application.

- 1 ▪ Infrastructure diagrams.
- 2 ▪ Configuration host review of settings and patch versions, etc.
- 3 ▪ Full code review.
- 4 ▪ Identification and remediation of well-known web server, code engine, and database
- 5 vulnerabilities.
- 6 ▪ Identification and remediation of any server and application administration flaws and an
- 7 exploitation attempt of same.
- 8 ▪ Analysis of user interface, normal application behavior, and overall application architecture for
- 9 potential security vulnerabilities.
- 10 ▪ Analysis of data communications between the application and databases or other backend
- 11 systems.
- 12 ▪ Manual analyses of all input facilities for unexpected behavior such as SQL injection, arbitrary
- 13 command execution, and unauthorized data access.
- 14 ▪ Analyses of user and group account authentication and authorization controls to determine if
- 15 they can be bypassed.
- 16 ▪ Identification of information leakage across application boundaries, including the capability to
- 17 enumerate other users' data and "show code" weaknesses that reveal internal application logic.
- 18 ▪ Identification of areas where error handling is insufficient or reveals too much sensitive
- 19 information.
- 20 ▪ Identification of opportunities to write to the host file system or execute uploaded files.
- 21 ▪ Identification of product sample files, application debugging information, developer accounts or
- 22 other legacy functionality that allows inappropriate access.
- 23 ▪ Determination as to whether or not fraudulent transactions or access can be performed.
- 24 ▪ Attempts to view unauthorized data, especially data that should be confidential.
- 25 ▪ Examination of client-side cached files, temporary files, and other information that can yield
- 26 sensitive information or be altered and re-submitted.
- 27 ▪ Analysis of encoded and encrypted tokens, such as cookies, for weakness or the ability to be
- 28 reverse engineered.
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1 **Vendor Deliverables**

2 The following items are to be provided by the vendor:

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- 4 ▪ OCHCA Security Requirements and Guidelines for Application Vendors and Application Service
- 5 Providers - Questionnaire
- 6 ▪ Business Continuity Plan Summary (as related to service provided)
- 7
- 8 ▪ SSAE 16 SOC 2 Type 2 or SSAE 16 SOC 1 Type 2 compliance Attestation
- 9
- 10 • Network Diagram that demonstrates vendor network and application segmentation including the
- 11 security controls in place to protect HCA data (to the degree applicable to the Disaster Recovery
- 12 hosting services included in this Agreement
- 13 • Vendor will allow OCHCA to view Vendor policies in one of the Vendor’s offices or alternatively
- 14 with an onsite Vendor associate who can present this information in a properly secured
- 15 WebEx/teleconference meeting.
- 16 • Security Incident Notification and Management Process
- 17 • Security Contact Identification (24x7x365)
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- 19 ▪ Staff Related Items
- 20 ○ Pre-Employment Screening Policy/Procedure
- 21 ○ Background Checking Procedure
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- 23 ○ Ongoing Employment Status Validation Process for the qualifying Disaster Recovery hosting
- 24 services associates.

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