



AMENDMENT NO. 1-4VOC9NH

Amendment No. 42 (Client Internal Reference)

THIS AMENDMENT NO. 42 (also referred to as Amendment No. 1-4VOC9NH) between Cerner Health Services, Inc. ("Cerner"), a Delaware corporation having its principal place of business at 51 Valley Stream Parkway, Malvern, Pennsylvania, 19355, and the County of San Mateo, including the County's San Mateo Medical Center (collectively, "Client"), having its principal place of business at 400 County Center, Redwood City, California, 94063, and at 222 W 39Th Avenue, San Mateo, CA, 94403-4364, is effective as of _____ ("Amendment No. 1-4VOC9NH Effective Date").

Client and Cerner are parties to an Agreement dated September 23, 2003 (as amended, the "Agreement"). Client and Cerner wish to substitute Cerner's Application Management Services (which include Application Managed Services, ITO Surround Services, Help Desk and Provisioning Services) for the Managed Services that are currently under contract.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Cerner agree to amend the Agreement, and in particular Amendment 22 dated as of January 10, 2012, Amendment 27 dated as of August 21, 2012, and Amendment 33 dated as of January 13, 2015, as follows:

- NEW SLA.** Managed Services under the Agreement shall be transitioned, as described in Attachment 1 hereto, from the services described under the current Service Level Agreement (namely the Service Level Agreement that was attached to Amendment 33 dated as of January 13, 2015 as its Attachment 1) to the Application Management Services ("AMS") described in Attachment 1 hereto (the "AMS Scope Document"). Upon completion of that transition (the "AMS Start Date"), the AMS Scope Document attached to this Amendment No. 1-4VOC9NH as Attachment 1 will replace in its entirety that current Service Level Agreement under the Agreement. In order to implement this overall change, Section 1 of Amendment 33 is amended by adding the following:

1.4 This section shall no longer be operative once the services listed herein are used or expire as outlined in Amendment 42 to the Agreement.

Additionally, Section 7.1.2 of Amendment 22, as added by Section 1.3 of Amendment 33 and Sections 18.4 (including 18.4.1, 18.4.2, and 18.4.3) and 18.5 of the Agreement, as added by Section 2 of Amendment 33, are deleted and are no longer in effect as of the AMS Start Date. The requirement that Cerner provide a Site Executive shall also end as of the AMS Start Date.

Additionally, Section 16 of Amendment 22 is amended by adding the following sentence: "Optional Applications and Services Not to Exceed Amount is expressly defined to include all costs and expenses outlined by Amendment 42 Attachment 1 to this Agreement."

- AMENDMENT 22 DATED AS OF JANUARY 10, 2012.** Effective as of the earlier of the AMS Start Date or 6 months following the Amendment No. 1-4VOC9NH Effective Date, Amendment 22 will be amended by deleting the Managed Services fee table in Section 18.2.1 of that Amendment 22 beginning on Row 5 (January 1, 2016 – December 31, 2016) through Row 9 (January 1, 2020 – December 31, 2020), which the rows being deleted are shown below for reference purposes:

Jan 1, 2016 – Dec 31, 2016	\$ 1,169,388	\$ 97,449
Jan 1, 2017 – Dec 31, 2017	\$ 1,203,684	\$ 100,307
Jan 1, 2018 – Dec 31, 2018	\$ 1,239,012	\$ 103,251
Jan 1, 2019 – Dec 31, 2019	\$ 1,275,396	\$ 106,283
Jan 1, 2020 – Dec 31, 2020	\$ 1,312,872	\$ 109,406

- AMENDMENT 27 DATED AS OF AUGUST 21, 2012.** Effective as of the earlier of the AMS Start Date or 6 months following the Amendment No. 1-4VOC9NH Effective Date, Amendment 27 will be amended by deleting the Managed Services Fee table in Section 8.2.1 of that Amendment 27 beginning on Row 6 (January 1, 2016



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– December 31, 2016) through Row 10 (January 1, 2020 – December 31, 2020), which the rows being deleted are shown below for reference purposes:

Jan 1, 2016–Dec 31, 2016	\$ 402,564	\$ 33,547
Jan 1, 2017–Dec 31, 2017	\$ 414,492	\$ 34,541
Jan 1, 2018–Dec 31, 2018	\$ 426,780	\$ 35,565
Jan 1, 2019–Dec 31, 2019	\$ 439,428	\$ 36,619
Jan 1, 2020–Dec 31, 2020	\$ 452,472	\$ 37,706

4. **NEW FEE TABLE.** In consideration of the AMS services described in the Service Level Agreement (as replaced under this Amendment No. 1-4VOC9NH), effective as of the earlier of the AMS Start Date or 6 months following the Amendment No. 1-4VOC9NH Effective Date, Client shall commence paying Cerner the following fees for the following periods; these fees can be referred to as Managed Services Fees or AMS Fees:

	Annual	Monthly
commencement date*–Dec 31, 2016	**	\$130,996
Jan 1, 2017–Dec 31, 2017	\$1,618,176	\$134,848
Jan 1, 2018–Dec 31, 2018	\$1,665,792	\$138,816
Jan 1, 2019–Dec 31, 2019	\$1,714,824	\$142,902
Jan 1, 2020–Dec 31, 2020	\$1,765,344	\$147,112

*- this fee commencement date is the earlier of the AMS Start Date or six months after the Amendment No. 1-4VOC9NH Effective Date

** - the total for this period will depend on when the fee commencement date occurs as described in note "*" above; in the event that fee commencement date occurs after December 31, 2016, the monthly fee stated in the 2017 row will apply starting with that fee commencement date and the total for the "annual" period described in that 2017 row will depend on when the fee commencement date occurs

To avoid any doubt, the parties confirm that neither the above AMS Fees nor the Scope of Use Expansion fees that are pre-defined in Attachment 1 of this Amendment are subject to annual CPI-based adjustments described elsewhere in the Agreement.

It is further agreed and acknowledged by the parties that the Annual and Monthly fees (the "Managed Services Fees" or "AMS Fees") listed in the table in this Section 4 include fees that fall under the Fourth Period Not to Exceed Amount and the Optional Applications and Services Not to Exceed Amount listed in Section 16 of Amendment 22, and nothing in this section or this Amendment 42 is intended to change how these specific Managed Services Fees or AMS Fees are allocated for purposes of Section 16 of Amendment 42, notwithstanding Section 1 of this Amendment.

5. **NOT-TO-EXCEED AMOUNT.** There is no change to the Not to Exceed amounts listed in Section 16 of Amendment 22.
6. **CONTINUED AVAILABILITY OF CERTAIN HOURS UNDER AMENDMENT 33 dated as of January 13, 2015.** To avoid any doubt, the parties confirm that nothing in this Amendment No. 1-4VOC9NH shall prevent Client from using the remainder of the 9,137 hours provided at no additional cost in Amendment 33 Section 1.1, so long as those hours are used by September 30, 2017 and used specifically for ITO Surround supported applications.
7. **SOARIAN FINANCIALS.** Client is considering contracting to license Cerner's Soarian Financials Applications under the Agreement. Nothing in this Amendment No. 1-4VOC9NH shall obligate Client to proceed with such licensing, but the parties agree that in the event Client does contract for the Soarian Financials Applications under the Agreement, Cerner will provide AMS for such Soarian Financials Applications under the Agreement without additional charge. The terms for such AMS for the Soarian Financials Applications will generally be consistent with the terms described in Attachment 1 hereto, with the specific terms being agreed by the parties in writing in connection with such contracting.
8. **REPORTING OF DISCOUNTS AND CREDITS.** Client must fully and accurately report any prices paid under this Amendment No. 1-4VOC9NH, net of all discounts (including rebates) as required by applicable law and



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contract, including without limitation 42 CFR 1001.952(h), on applicable Medicare, Medicaid and state agency cost reports. Client shall retain a copy of this Amendment No. 1-4VOC9NH and all communications regarding this Amendment No. 1-4VOC9NH, together with the invoices for purchases and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

9. **GENERAL.** This Amendment No. 1-4VOC9NH supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. No provisions of any Client purchase order shall apply. As amended, the Agreement shall remain in full force and effect. This document has been negotiated equally by the parties and shall not be construed against any party on the basis that it was drafted by any particular party. Each person signing below certifies that he or she is authorized to bind his or her respective party to all terms of this Amendment No. 1-4VOC9NH.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment No. 1-4VOC9NH as of the Amendment No. 1-4VOC9NH Effective Date.

COUNTY OF SAN MATEO AND
SAN MATEO MEDICAL CENTER

By: _____
(signature)

(type or print)

Title: President, Board of Supervisors, San Mateo County

ATTEST:

By: _____
Clerk of Said Board

GERNER HEALTH SERVICES, INC.

By: _____

Title: _____



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Attachment 1

For purposes of this Attachment, the term "per year" means the twelve-month period beginning on the AMS Start Date and each subsequent twelve-month period thereafter. Client shall have the right to request removal and replacement of any Cerner AMS staff for any lawful reason. The parties shall consider in good faith all requests for removal of Cerner AMS staff, and the parties shall meet within seven (7) days for reasonable promptness to discuss and resolve the issue.

APPLICATION MANAGEMENT SERVICES SCOPE

Scope of Use Limits

The Application Management Services ("AMS") fees set forth in the section 4 New Fee Table of this Amendment are based on the following scope of use limits:

Scope of Use Metric	Scope of Use Limit
Licensed Software to be managed ("Managed Software")	Cerner Soarian® Clinicals Cerner Soarian® Critical Care Pharmacy/Medication Administration Check (MAK) Cerner Soarian® Document Management (EDM) Cerner OPENLink™
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) test domain commencing upon First Productive Use of the Managed Software and continuing through the Term.
Permitted Facilities/Licensed Beds	San Mateo Medical Center, 228 Licensed Beds
International Statistical Classification of Diseases and Related Health Problems, 9 th /10 th revision (ICD-9/10)	One (1) per year or as required
CPT-4 Updates	Up to four (4) per year or as required (regulatory)
New Workflows	Up to six (6) per year
Custom Report Development	Up to twenty-five (25 new or enhanced reports per year)
Projects	Included for Soarian Clinicals/OpenLink and may be used for reporting needs exceeding the limit of 25 new or enhanced reports per year

Note. Client 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 Client's responsibility, but Cerner will complete updates after initial implementation.

Scope of Use Limit Exclusions

- **Items not included in this service**
 - Technical Infrastructure required to run the Managed Software
 - Third party software
 - Professional services for the design and/or build of additional Licensed Software
 - Professional services for the implementation or a comprehensive redesign of the Managed Software
 - Modifications to source code or addition of custom tables
 - Development of and/or delivery of end-user training for any Managed Software

APPLICATION MANAGEMENT SERVICES SCOPE

- Application Monitoring Services (as set forth in "Application Monitoring") do not apply to non-production domains
- Facility or clinic professional services roll-outs
- Clinical and support departmental maintenance tasks that include or impact patient activity data examples include merging medical records, patient information deletions, correcting of results, etc.
- Upgrade Projects for the implementation of a Release Upgrade delivered by the Upgrade Center

Scope of Use Expansion

In the event Client requests AMS for additional solutions/services, additional fees will apply and will be determined on a case-by-case basis. Such additional solutions/services must be approved via a written amendment by both parties prior to commencement of such solutions/services. Any such additional services or fees shall be set forth in a new Cerner Sales Order.

Growth. In the event a scope of use limit set forth above is exceeded, Client agrees to 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	Price per licensed bed per solution	\$27.27
Non-Production Domains	1 non-production domain (if needed for additional solution)	\$10,000
Custom Report Development	creation of up to 25 additional reports in a one year period	\$10,000 (for twelve consecutive months)
Additional Workflow	1 additional workflow	\$6,000 each (one-time fee for each additional workflow above 6 per year)

Client's scope of use will be measured periodically by Cerner's system tools. Client agrees that if an event occurs that will materially affect Client's scope of use (such as acquisition of a new hospital or other new facility), Client will promptly notify Cerner in writing of such event (no later than 6 months prior to the effective date of such event) so that Client's scope of use can be reviewed.

Client will have twelve (12) months from the purchase date to utilize the additional custom report developments purchased, after which any unused reports shall expire. The total annual fee of \$120,000 for creation of up to 25 additional reports covers the cost of creation of those reports, and said reports may be used after that one-year period without any additional or recurring charges.

Configuration, Setup, and Engagement Description

This Scope includes in depth operational model presentations with Client/Site application leaders, help desk manager and IS analysts, multiple planning sessions with the Client/Site leaders and help desk manager, report set up, engagement meeting set up, change management set up, standard operating procedure documentation, SR backlog transition planning, maintenance and monitoring tools setup, proactive checks including recommended priority/action plan, content review, and service record interface implementation. A description of each of the processes is set forth below.

Change Management

- In the first month of engagement, Cerner will engage in Client's current change management structure and process. Cerner will draft a standard operating procedure document that outlines the process and policies specific to AMS.

Client Governance Structure

- Client agrees to create a governance committee to administer Client's responsibilities. The governance structure will include a series of subcommittees that will be comprised of those Client employees as well as Cerner Engagement Leader, responsible for setting priorities, providing general decision-making, overall organizational road-mapping, definition of organizational policies and procedures, communication strategy development and definition and communication of key

APPLICATION MANAGEMENT SERVICES SCOPE

	<p>strategies and tactics to meet organizational goals. During the transition stage, Cerner may provide suggestions for Client's governance structure. It is Client's responsibility to identify departmental representatives, technical and clinical stakeholders, and executive oversight to participate in Client governance. Client will provide an application manager or equivalent for AMS engagement leadership to engage with on a daily basis.</p>
AMS Change Control Group	<ul style="list-style-type: none"> The governance structure will also contain a group responsible for approving or rejecting changes to reference data proposed by end-users (a "Change Control Board"). The Change Control Group will be responsible for setting priorities as they relate to end-user requests, approving system changes and change schedules, engage with Cerner to provide change request design, and manage communication and education strategies related to the change requests. The Cerner engagement leader will serve as the AMS representative on the Change Control Group. During the transition stage, Cerner may provide suggestions for the structure and process of Client's Change Control Group. It is Client's responsibility to identify solution/departmental representatives, technical and clinical stakeholders, and executive oversight to participate in this Change Control Group to serve as production approvers.
Standard Operating Procedure (SOP) Documentation	<ul style="list-style-type: none"> Cerner will provide Client with the following documentation of AMS procedures: <ul style="list-style-type: none"> Work instructions outline the process for SR logging, tracking, and the various incident, service, and change request issue statuses that Cerner and Client will use; SOP outlines the various tasks that will be performed as part of operations monitoring. The SOP will document the notification and tracking of issues.
Service Request Backlog Transition	<ul style="list-style-type: none"> Cerner will review existing Client and Cerner problem management SRs for the Managed Software, and will transition the appropriate requests to Cerner support. Cerner will work to prioritize both the problem management and maintenance SRs with Client and work toward resolution of such requests.
Transition Planning Events	<ul style="list-style-type: none"> Cerner will begin planning sessions and transition event at Client's primary facility within 30 days prior to the scheduled service start date. Prior to the visit, Cerner will identify the Client personnel needed during this visit. Objectives of the meeting include, but are not limited to: <ul style="list-style-type: none"> Conduct a formal AMS planning events with the appropriate Client and Cerner staff Create visibility/rapport and begin building relationships and commitment to the partnership Establish weekly planning sessions with the appropriate client leaders in order to initiate or develop the Change Management Process, Maintenance Requests, etc. Establish a process for change requests for the Client Cerner solution architect(s) and Client change management subject matter experts (SME) analysts will participate in separate solution specific sessions: <ul style="list-style-type: none"> Solution maintenance reviews: Introduce/create leveraged documentation to improve AMS Client-specific knowledge and mitigate Client time when troubleshooting Introduce work plans: Introduce/create leveraged documentation to minimize Client time investment during configuration process Road Map Review: Integration Architect will work with Client to understand road maps and assist with domain strategy Establish Client contacts Initiate departmental calls: AMS solution experts will conduct weekly departmental calls as needed contingent upon client discretion Establish departmental weekly or bi-weekly meeting communications/call as needed Help Client understand how they can maximize Cerner support services Prior to event, perform solution-specific proactive audits on current production domain and present findings
Quarterly On-site Reviews	<ul style="list-style-type: none"> Once per quarter, Cerner will conduct an on-site review, which may include discussions regarding service and operations progress and metrics, benefits, and Client feedback.

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Travel Expenses	<ul style="list-style-type: none"> The AMS fees set forth in this Sales Order do not include travel, lodging, per diem, or other out-of-pocket expenses incurred by Cerner personnel during the initial AMS transition period, or subsequent visits. Such expenses must be pre-approved by Client and will be billed to Client monthly, as incurred. Any estimate of expenses can change based on variables such as airfare and location of Client's facility(s).
Proactive Review	<ul style="list-style-type: none"> Cerner will conduct ongoing analysis of the Managed Software to determine preferences and other settings that may impact the optimal use of the System. All settings found to be not aligned with recommendations will be documented and presented to Client to determine priorities, at which point Cerner will begin the necessary proactive changes following approved change control practices. If Client chooses not to pursue specific recommendations, Cerner will note the recommendation as "overridden", and will provide a report of all "overridden" recommendations at the next quarterly onsite review.
AMS Role Descriptions	<ul style="list-style-type: none"> Engagement Leader (EL). The Engagement Leader manages and directs Client relationships with broad scope and prolonged duration and manages the engagement milestones and scope of services. Responsibilities include appropriate executive relationship management, and facilitate appropriate escalation of Client concerns and critical incidents. The Cerner Engagement Leader will report to the Regional Director. The Engagement Leader will be responsible for no more than two (2) Cerner clients at any one time. Regional Director (RD). The Regional Director has overall responsibility for the management of assigned AMS and Surround operations and client relationship. Ensures Cerner is meeting/exceeding contractual objectives. Escalation point for all issues after the Engagement Leader (EL) or Delivery Manager (DM). Develops understanding of client's business and IT goals. Meets with client executive sponsor on a regular basis both remote and onsite. Integration Architect (IA). The Integration Architect will have extensive contact with Client IT Management to guide the proper introduction of configuration changes into multiple domains, management of code and domain strategy. The integration architect also plays a central role in the identification and resolution of recurring issues across the solution base and is involved in critical incident escalations, while consistently working to improve stability, performance, and Client satisfaction.
Monthly Status Report	<ul style="list-style-type: none"> Provide a monthly status report that tracks the status of workflows and reports and a cumulative annual status report.

SCOPE OF WORK
Application Management

Application Management is the set of services and updates required to ensure the Managed Software is available for end users ("Application Management"). Maintenance includes changes to the Managed Software that does not require the addition of new functionality or new solutions. Each party agrees to perform its respective Application Management responsibilities as set forth in Table 1 below. All Cerner tasks outlined in Table 1 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.

No.	Table 1:	Cerner	Client
	Application Management Responsibility Matrix		
1.1	User accounts		
1.1.1	Designate security representative and provide definition of required roles, positions and solution specific security profiles. Notify Cerner of any changes to user security (termination, role changed, etc.)		X
1.1.2	Provide and maintain 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 control	X	

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1.1.4	Add new users and manage the individual users' accounts	X	
1.1.5	Cerner will create and manage user accounts for Cerner associates	X	
1.2	Maintenance Activities		
1.2.1	Develop workflow documentation by conducting knowledge transfer sessions with Client	X	
1.2.2	Conduct end user training		X
1.2.3	Build and maintain reference database elements using Cerner build tools	X	
1.2.4	Identify and provide printer and printer location(s) list	X	X
1.2.5	Maintain change management of local installations (fat client) of the Managed Software on Client personal computers		X
1.2.6	Maintain solution-specific security as approved through Change Control based on Client-supplied guidelines	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 Cerner's policies for handling patient data	X	
1.3.4	Provide Client with monthly service reports	X	
1.3.5	Provide accurate problem description and example. Provide point of contact who can verify completion of the service request		X
1.3.6	Coordinate and perform application-related Daylight Saving Time management activities for the Managed Software	X	
1.3.7	Troubleshoot and resolve foreign system and medical device interface errors on the Cerner-side of Managed Software interfaces	X	
1.3.8	Troubleshoot and resolve foreign system and medical device interface errors on Client-side of interface		X
1.4	Operations Management		
1.4.1	Monitor scheduled job activity to ensure operations are completing successfully	X	
1.4.2	Set up and maintain scheduled jobs	X	
1.4.3	Add/remove scheduled jobs	X	
1.4.4	Provide scheduled job criteria		X
1.4.5	Set scheduled jobs to run	X	
1.4.6	Complete event management threshold document and provide continuous directives regarding desired management of ops jobs and interfaces thirty (30) days prior to the AMS Go-Live date		X

Custom Report & Workflow Management

Custom report and workflow management is the maintenance of Client custom reports and workflows. Cerner will make modifications to existing production reports or workflows to address changes requested by Client, as well as those required for service packs and hot fixes and content updates. Each party agrees to perform its respective custom report and workflow management responsibilities as set forth in Table 2 below. Creation of new custom reports and enhancements to existing production custom reports shall be considered custom report development. A Custom Report is a report that is written from scratch or a modified model report. Custom Reports are provided according to a specified scope that defines the fields, metrics and display. Changes to an existing report that involve changing 25% or less of the data elements on the report will be classified as a maintenance activity. A Workflow is the automation of a process/clinical data using the workflow engine to cross

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departments, disciplines, and or care settings. All Cerner tasks outlined in Table 2 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.

No.	Table 2:	Cerner	Client
	Custom Report and Workflow Management		
2.1	Custom Report Request		
2.1.1	Request modification to custom report or workflow and provide requirement and mockup of change		X
2.1.2	Troubleshoot issues with custom reports or workflows in production	X	
2.1.3	Manage requests using tracking tool and report status to Client	X	
2.1.4	Modify and test custom reports and workflows	X	
2.1.5	Within 30 days, validate and signoff on custom report or workflow and assure the integrity of the resulting data		X
2.1.6	Provide incident management and maintenance of custom reports and workflows not developed by Cerner until stabilized. Custom reports and workflows will be considered stable 30 days from First Productive Use provided there are no documented issues from the validation process		X

Content Management

Cerner will provide updates of content packages to Client, which includes standard content such as Multum, ICD-9/10, CPT-4, as well as code content included in exception service packages as needed. Each party agrees to perform its respective content management responsibilities as set forth in Table 3 below. All Cerner tasks outlined in Table 3 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.

No.	Table 3:	Cerner	Client
	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 Cerner)		X
3.1.3	Perform application related front-end Release Notes for service package loads	X	
3.1.4	Provide regression test scripts	X	
3.1.5	Monitor Licensed Software notifications (i.e., advisories, critical alerts, etc.) and take necessary action	X	
3.1.6	Perform service package certification guidelines as needed	X	
3.1.7	Test service packages from key solution areas and fixes in non-production domain	X	
3.1.8	Client is responsible for final signoff by validating service packages /solution enhancements and fixes, and assure the integrity of the resulting data		X
3.1.9	Perform and manage the process for local installations (fat client) of the Managed Software on Client personal computers		X

Application Monitoring

Cerner will provide a 24x7x365 service to monitor and correct errors with interfaces, operations jobs, and printing. Profiles will also be created to inventory and baseline transaction volumes. Each party agrees to perform its respective responsibilities as set forth in Table 4 below. All Cerner tasks outlined in Table 4 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.

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No.	Table 4: Application Monitoring	Cerner	Client
4.1	Management		
4.1.1	Notify Client help desk of incidents found that affect service and require Client intervention	X	
4.1.2	Remove or inactivate non-current items monitored or managed by Cerner (printers, scheduled jobs, interfaces, etc.) with Client approval	X	
4.1.3	Notify Cerner of additions, removals or non-standard configuration changes within the Client interface engine, prior to implemented/completed changes		X
4.2	Interfaces Monitoring		
4.2.1	Monitor Cerner outbound interface queue counts and status to ensure the active outbound interfaces are operational	X	
4.2.2	Monitor Cerner inbound interfaces status to ensure the active inbound interface is running	X	
4.2.3	Operation and maintenance of non-Cerner side of foreign system and medical device interface		X
4.3	Scheduled Job Monitoring		
4.3.1	Monitor Cerner Job Scheduler jobs to ensure scheduled tasks trigger and process without error	X	
4.3.2	Restart scheduled jobs as required	X	
4.3.3	Provide re-run instructions for a scheduled job error		X
4.3.4	Document and report scheduled job issues	X	
4.4	Output Management System Monitoring (OMS)		
4.4.1	Monitor Cerner OMS queues for hung transactions	X	
4.4.2	Enable down or cycle hung OMS interfaces	X	
4.4.3	Manage printer hardware devices and local connectivity		X
4.4.4	Monitor client owned print server queues		X

Change Management

Client and Cerner will follow a formal process for changes made to the Managed Software. Cerner will provide a copy of the change management procedure to Client. 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). Client will authorize all changes that affect production domains as specified in the standard change management procedure. Client agrees to cooperate with Cerner in connection with providing reasonable and appropriate maintenance 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 Cerner 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	Cerner	Client
5.1	Change Management		
5.1.1	Provide recommendations for Client's Change Control Group	X	
5.1.2	Identify representatives to comprise Client's Change Control Group and perform Client responsibilities as set forth in the structure		X
5.1.3	Provide a change management system for the centralized reporting and tracking of changes made by Cerner personnel	X	

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5.1.4	Establish/review change control process that includes formal evaluating and prioritization of requests for change by the Client	X	X
5.1.5	Provide reporting to Client executive management	X	
5.1.6	Facilitate change management meetings with leadership presence	X	X
5.1.7	Agree to application production change schedule within business hours to be implemented during the change window	X	X
5.1.8	Communicate planned outages to end users		X
5.1.9	Client will be a verbal authorization Production Environment Change Application (PECA) approver and will designate AMS Engagement Leader and Integration Architect on PECA approval list		X
5.1.10	Communicate system changes on non-Managed Software to the Cerner team as necessary		X
5.1.11	Test all changes to the Managed Software prior to moving them to production	X	
5.1.12	Validate all changes to the Managed Software prior to moving them to production in a test domain and immediately upon completion of the change in production		X
5.1.13	Client is responsible for final signoff by validating solution enhancements, fixes, and upgrades and assure the integrity of the resulting data		X
5.1.14	Provide 6 month notice to Cerner of material changes to Client growth in the scope of the Managed Software, (e.g., additional facilities, order volumes, users), as set forth in the "Scope of Use Expansion" section of this Scope.		X
5.1.15	Provide recommendations for governance structure to support change management activities and meetings	X	
5.1.16	Identify representatives to fill and execute on the agreed upon governance structure		X
5.2	Service Management		
5.2.1	Provide monthly statistics and management reports to Client on service level attainment	X	

Incident and Problem Management

Incident and Problem 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. Client is responsible for maintaining a staffed or sourced 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, Client agrees to designate "super users" at the Client 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 Cerner 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:	Cerner	Client
	Incident and Problem Management		
6.1	Incident and Problem Management		
6.1.1	Provide single entry point of contact for proper escalation of incidents	X	X
6.1.2	Log all incidents and problems in accordance with the documented processes set forth in this Application Management Scope of Work		X
6.1.3	Maintain ownership of all incidents and problems related to AMS through closure or until agreement that the problem is not within Cerner's scope of responsibility	X	
6.1.4	Perform root cause analysis on major incidents that affect service level standards	X	
6.1.5	Notify help desk of incidents found that affect service	X	
6.1.6	Staff operations 24 x 7 for core services	X	
6.1.7	Provide on-call solution support staff 24 x 7 for Managed Software	X	

APPLICATION MANAGEMENT SERVICES SCOPE

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, connect non-Managed Software incidents and problems with appropriate teams	X	X
6.2	Super Users, Workflow and Change Management Subject Matter Experts (SMEs)		
6.2.1	Remain engaged on high/immediate incident calls as needed		X
6.2.2	Assist in validation of the resolution of an incident as well as provide additional details for issue investigation as needed		X
6.2.3	Assist with staff communication		X
6.2.4	Respond to first-line training questions		X

Commitment

Service Level Agreement	<ul style="list-style-type: none"> Cerner will meet or exceed the SLAs during the Measurement Period. SLAs are subject to SLCs as defined herein. SLAs will not apply during the Transition Period and Stabilization Period.
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Definitions

At Risk Amount means the maximum amount of SLCs that Cerner may allocate to Client for SLFs in any given month, and is calculated by multiplying that month's actual monthly charge for services by the risk percentage.

Business Day means Monday through Friday, 8 AM to 5 PM, Pacific Standard Time.

"Incident" is an unplanned interruption or reduction in quality of a Cerner production solution or service.

Measurement Period means the first full month following the transition period and each full month thereafter during the Term.

"Problem" is the root cause of one or more existing or potential Incidents.

Project – A form of service that requires a structured governance process including rules for assessment, approval, and prioritization. Projects typically encompass at least one of several attributes: (1) resource intensive, (2) high cost, (3) high impact or risk, or (4) large in scope or size. There are two classifications of projects:

General Project – a development request that meets the following criteria:

1. Requires less than forty (40) staff hours to complete including assessment time.
2. Requires a minimal assessment to be performed prior to initiating work.
3. Requires that work be initiated based upon RFS approvals and prioritization.

Tactical Project – a development request that meets the following criteria:

1. Requires forty (40) or more staff hours to complete including assessment time.
2. Requires a full assessment to be performed prior to initiating work.
3. Requires the mutually agreed upon IT Governance process be followed for approval and prioritization.
4. Requires that a Project Manager be assigned.

Service Level Agreement ("SLA") means the duration Cerner will have to resolve / update each issue / request that will have penalties associated.

Service Level Objective ("SLO") means a goal for the duration Cerner will have to close a SR.

Service Request ("SR") means the work requested by Client for Cerner to troubleshoot and repair, or add maintenance changes to the production solutions.

Stabilization Period means the thirty (30) day period of time commencing at the end of the Transition Period.

Start Date is the day after the end of the Transition Period.

APPLICATION MANAGEMENT SERVICES SCOPE

Transition Period means the period of time, up to 3 months, for the transition from Cerner Managed Services to AMS. Cerner and Client will agree in writing on the Transition Period end date.

Service Level Review	<ul style="list-style-type: none"> On each 12 month anniversary of the end of the Stabilization Period, upon Client's request, Client and Cerner will review the service performance measurements and weighting factor allocation and make adjustments as mutually agreed. Upon completion of the annual review, the parties will update the service performance measurements and weighting factors to reflect the agreement reached.
Service Level Failures ("SLF")	<ul style="list-style-type: none"> An SLF will be deemed to occur whenever Cerner's level of performance for a particular service level fails to meet an SLA in a given month.
Service Level Credits ("SLC")	<ul style="list-style-type: none"> Each category will be assigned a weighting factor. No single SLA may have a weighting factor exceeding 4%, and the total of the weighting factors for all SLA categories cannot exceed 12% of the actual monthly charges for AMS as assigned between AMS Service Performance Metrics and ITO Surround Service Performance Metrics For each SLF, Cerner will provide Client with a SLC that will be computed by multiplying the weighting factor for that category and actual monthly charges. For example, if Cerner has failed to meet its SLA for a category with a weighting factor of 4%, and the actual monthly charge for AMS was \$100,000, the SLC is calculated as follows: <ul style="list-style-type: none"> SLC = Weighting factor x actual monthly charges SLC = 4% (0.04) of \$100,000 = \$4,000 In this example, the SLC for that month for that specific category would be \$4,000. For each incident priority, Cerner will apply an escalator increase incremental to the priority weighting factor. For example, if Cerner has failed to meet its SLA for an incident priority with a weighting factor of 4% with the resolution time met for only 75% of the calls, and the actual monthly charge for AMS was \$100,000, the SLC is calculated as follows: <ul style="list-style-type: none"> SLC = Weighting factor x actual monthly charges Escalator = Weighting factor x 2 SLC = 4% (0.04) of \$100,000 = \$4,000 x 2 = \$8,000 In this example, the SLC for that month for that priority would be \$8,000. The total amount of SLCs that Cerner incurs with respect to SLF occurring each month will be credited to Client on the invoice delivered the month immediately following the month in which the SLFs giving rise to such SLCs occurred. For example, the amount of SLCs granted to SLFs occurring in August will be credited on the invoice delivered in September.
Service Level Earnback	<ul style="list-style-type: none"> Cerner shall be entitled to earn back SLCs assessed for any such SLF if, during the three (3) consecutive months following the month in which SLF occurred, Cerner exceeds that specific Service Level ("Earnback"). At the end of each twelve (12) month period following the Service Commencement Date, Cerner shall balance the SLCs accrued during the previous twelve (12) months against the Earnbacks for that period and apply any resulting SLC balance against Client's next Cerner invoice.
Root Causes	<ul style="list-style-type: none"> Cerner will work to identify root causes related to SLFs and correct causes of problems for which Cerner is responsible under this Scope. Client will correct causes of problems and attempt to minimize the recurrence of such problems that prevents or could reasonably be expected to prevent Cerner from meeting the SLA.
Excused Service Levels	<ul style="list-style-type: none"> Cerner will be relieved of responsibility for meeting any SLA to the extent caused or affected by: <ul style="list-style-type: none"> Force Majeure. Neither Cerner nor Client shall be responsible for any delay or failure of performance resulting from causes beyond its control; or Non production domains.

APPLICATION MANAGEMENT SERVICES SCOPE
Service Level Measurements

Application Incident Resolution SLA. All Client-reported Application Incidents will be analyzed upon receipt and categorized as set forth in the table below

Priority	Resolution Time SLA	Weighting Factor	Frequency
Application Incident Resolution			
Immediate	90% within 6 hours	4%	Monthly
High	90% within 18 hours	4%	Monthly
Moderate	90% within 3 business days	-	Monthly
Minor	90% within 6 business days	-	Monthly
Application Maintenance			
Immediate	90% within 24 hours	-	Monthly
High	90% within 48 hours	-	Monthly
Escalator			
Each Priority	85% or less (but not less than 80%)	Weighting Factor x 1.5	
Each Priority	79% or more (but not less than 70%)	Weighting Factor x 2	
Each Priority	69% or more (but not less than 60%)	Weighting Factor x 2.5	
Each Priority	59% or below	Weighting Factor x 3	

- The total Weighting Factor cannot exceed a total of 12% between AMS and ITO Surround Service Level Measurements.
- A single Weighting Factor cannot exceed 4%.
 - Each Priority Definition must have a minimum of 10 SRs logged within the monthly measurement period to qualify for SLA penalty escalators. Any monthly measurement period total that is less than 10 SRs shall only be subject to the weighting factor defined above. The Service Level Earnback Provision shall not apply to the Immediate Priority Definitions.
- Service level attainment calculation:
 - $\{(\text{number of SRs (by Priority) closed within the SLA} \div \text{the number of SRs (by Priority) received}) \times 100\}$
- Duplicate SRs will be treated as a single SLA.
- Note: Incident calls received by the Cerner help desk that are determined to be out-of-scope and are transferred to the Cerner support organizations for resolution and closure will be excluded when calculating service level attainment.

Entitlement Code Descriptions

Entitlement	Description
Immediate	<ul style="list-style-type: none"> • Majority of concurrent users across all locations are unable to process transactions or access managed solutions critical to their ability to conduct daily business AND • No bypass or alternative is available AND/OR • Major financial impact or patient care or safety conditions exist • Note: Immediate incidents must be called into the Cerner AMS service number immediately after logging the request.
High	<ul style="list-style-type: none"> • Significant percentage of concurrent users are unable to process transactions or access managed solutions required to conduct daily business OR • A component of managed software required to complete a critical workflow is non-functional for more than 1 user AND • No bypass or alternative is available AND/OR • Financial impact or patient care or safety conditions exist <p>Note: High incidents must be called into the Cerner AMS service number immediately after logging the request.</p>

APPLICATION MANAGEMENT SERVICES SCOPE

Moderate	<ul style="list-style-type: none"> 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 Client locations are impacted. Problems that would be considered Priority Level 1 or 2 that have a workaround, alternative, or bypass available will be assigned a level of Priority 3.
Minor	<ul style="list-style-type: none"> A component, procedure or personal application (not critical to Client) is unusable. No impact to business, single incident failure, and a workaround, alternative, or bypass is available. Deferred maintenance is acceptable.
Resolution Time	<ul style="list-style-type: none"> The Application Incident SLA performance time for a resolution will be calculated as the difference between the time a request is "opened" in the Cerner tracking tool and the time the request is documented as "closed" in the Cerner tracking tool, less the time the incident is in "Client Action" in the Cerner tracking tool. An incident is considered in "Client Action" when Cerner is asking Client a question, when Cerner is requesting information from Client or for the duration of client validation The Application Incident 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 the Cerner tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" in Cerner the tracking tool. The request will be closed in the Cerner tracking tool at the time the software change is identified and will be tracked via Cerner software release process.
Remedy	<p>CLIENT'S RIGHTS UNDER THE SERVICE LEVEL MEASUREMENTS DESCRIBED IN THIS SECTION CONSTITUTE ITS SOLE AND EXCLUSIVE REMEDY AND CERNER'S SOLE AND EXCLUSIVE OBLIGATIONS WITH RESPECT TO ANY SERVICE LEVEL FAILURE. HOWEVER, IN THE EVENT THAT THERE IS A MATERIAL BREACH BY CERNER OF THE AGREEMENT BEYOND PURELY THE SERVICE LEVEL FAILURE, THE PRECEDING SENTENCE SHALL NOT PRECLUDE CLIENT FROM EXERCISING RIGHTS WITH RESPECT TO SUCH BROADER MATERIAL BREACH OF THE AGREEMENT. NOTHING IN THIS PARAGRAPH SHALL ALTER CERNER'S OBLIGATIONS UNDER THE SUPPORT PROGRAM, EXHIBIT B OF AMENDMENT 22.</p>

Application Maintenance (Change) SLA and SLO

Application Maintenance requests are changes to support existing functionality in Managed Software. All Application Maintenance requests will be analyzed upon receipt. Cerner and Client will agree upon the category unless otherwise already defined. Requests may be grouped together into single projects, with agreement by Cerner and Client. The custom groupings may affect how the request will be categorized (due to the level of complexity involved in the complete project).

Entitlement	Description	SLO
Immediate	The maintenance change that will resolve an issue with patient care or have a positive financial impact.	See SLA
High	The maintenance change that is of a time-critical nature that will not necessarily affect patient care or create a financial impact to Client.	See SLA
Basic	Examples of basic maintenance include standard updates to an existing printer, appointment type, adding a physician etc.	5 business days
Advanced	Examples of advanced maintenance include updates to an existing form, order set, revising a pathway, etc.	10 business days
Complex	Examples of complex maintenance include updates to an existing interface, adding a new form, rule, or assessment, updating Master Files, etc.	15 business days
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, adding a new workflow, or custom report, etc. Both parties will agree upon the turnaround time for these types of requests after the scope has been determined and mutually agreed upon.	Negotiated at time of scoping

APPLICATION MANAGEMENT SERVICES SCOPE

Cerner is responsible for developing a business design and associated scope for such requests.	
Definitions	<ul style="list-style-type: none"> Service Level Objective ("SLO") means Cerner's goal for resolving and/or updating each issue or request. SLOs shall not be subject to SLCs.
Performance Time	<ul style="list-style-type: none"> Application Maintenance (Change) SLO performance time will be calculated as the difference between the time a request is "opened" (after Client approves request) in the Cerner tracking tool and the time the request is documented as "closed" (after the change is moved into the production environment and validated by Client) in the Cerner tracking tool, less the time the request is in "Client Action" in the Cerner tracking tool. Issue is considered in "Client Action" when Cerner is asking Client a question or when Cerner is requesting information from Client. Application Maintenance (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 the Cerner tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" in the Cerner tracking tool. The request is considered in "Client Action" when Cerner is asking Client a question or when Cerner is requesting information from Client.

ITO SURROUND SERVICES SCOPE
Scope of Use Limits

The ITO Surround Services fees set forth in section 4 New Fee Table of this Amendment are based on the following scope of use limits:

Scope of Use Metric	Scope of Use Limit
Licensed Software to be managed ("Managed Software")	Invision Patient Accounting/Patient Management Healthcare Intelligence (DSS) HDX®
Production Domains	One (1) production domain commencing upon First Productive Use of the Managed Software and continuing through the Term for each facility listed in Facilities/Licensed Beds.
Non-Production Domains	One (1) test domain commencing upon First Productive Use of the Managed Software and continuing through the Term for each facility listed in Facilities/Licensed Beds.
Facilities/Inpatient Beds	San Mateo Medical Center, 228 Licensed Beds
International Statistical Classification of Diseases and Related Health Problems, 9 th /10 th revision (ICD-9/10)	One (1) per year or as required (regulatory)
CPT-4 Updates	Up to four (4) per year or as required (regulatory)
Project Services	Monthly: Up to 391 service hours for Projects (as defined in the Application Management Scope of Work, below) relating to the Managed Software shall be available per month, for a total of 4,692 hours per year. All work completed for Healthcare Intelligence (DSS) is hours based. At the annual Service Level Review (also defined in the same area below), any unused hours, up to 10% of that period's hours, may be rolled into the next review period. One-twelfth of the amount of these additional hours shall be added to the each month during the new review period. That number shall become the new baseline amount for the new review period. At the end of that new review period, the same formula for adding up to 10% of the total of the just-expired period's unused hours may be rolled into the next review period, again

ITO SURROUND SERVICES SCOPE

	increasing the base amount. If Client exceeds the total annual allocation of service hours for Projects under this section, the parties shall confer about how to address such overage.
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Note. Client must purchase licenses to all content set forth in the table above. Implementation of such content is not included as part of ITO Surround.

Scope of Use Limit Exclusions	<ul style="list-style-type: none"> Items not included in this service: <ul style="list-style-type: none"> Technical Infrastructure required to run the Managed Software Third party software Professional services for the design and/or build of additional Licensed Software Professional services for the implementation of the Managed Software Modifications to source code or addition of custom tables Development of and/or delivery of end-user training for any Managed Software Clinical and support Departmental Maintenance tasks that include or impact patient activity data examples include merging medical records, patient information deletions, correcting of results, etc.
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Scope of Use Expansion

In the event Client requests ITO Surround for additional solutions/services, additional fees will apply and will be determined on a case-by-case basis. Such additional solutions/services must be approved via a written amendment by both parties prior to commencement of such solutions/services. Any such additional services or fees shall be set forth in a new Cerner Sales Order.

Client's scope of use will be measured periodically by Cerner's system tools. Client agrees that if an event occurs that will materially affect Client's scope of use (such as acquisition of a new hospital or other new facility), Client will promptly notify Cerner in writing of such event (no later than 6 months prior to the effective date of such event) so that Client's scope of use can be reviewed.

Scope of Use Metric	Adjusting Scope of Use Limit By	ITO Surround Fees
Additional ITO Surround Hours	100 hours	\$10,797

Configuration, Setup, and Engagement Description

This Scope includes in depth operational model presentations with Client/Site application leaders, help desk manager and IS analysts, multiple planning sessions with the Client/Site leaders and help desk manager, report set up, engagement meeting set up, standard operating procedure documentation, event backlog transition planning, maintenance A description of each of the processes is set forth below.

Change Management	<ul style="list-style-type: none"> ITO Surround will follow the Change Management process as defined by the overall AMS Engagement Leader.
Client Governance Structure	<ul style="list-style-type: none"> Client agrees to create a governance committee to administer Client's responsibilities. The governance structure will include a series of subcommittees that will be comprised of those Client employees responsible for setting priorities, providing general decision-making, overall organizational road mapping, definition of organizational policies and procedures, communication strategy development and definition and communication of key strategies and tactics to meet organizational goals. During the transition stage, Cerner will provide suggestions for Client's governance structure. However, it is Client's responsibility to identify departmental representatives, technical and stakeholders, and executive oversight to participate in Client governance. Client will provide an IT leader or equivalent for ITO Surround leadership to engage with on a daily basis.
Service Request Backlog Transition	<ul style="list-style-type: none"> Cerner will review existing Client and Cerner problem management events for the Managed Software, and will transition the appropriate requests to Cerner support. Cerner will work to

ITO SURROUND SERVICES SCOPE

	prioritize both the incident management and basic maintenance with Client and work toward resolution of such requests.
Transition Planning Events	<ul style="list-style-type: none"> Cerner will begin planning sessions and transition event at Client's primary facility within 30 days prior to the scheduled service start date. Prior to the visit, Cerner will identify the Client personnel needed during this visit. Objectives of the meeting include, but are not limited to: <ul style="list-style-type: none"> Conduct formal ITO Surround planning events with the appropriate Client and Cerner staff Create visibility/rapport and begin building relationships and commitment to the partnership Establish weekly planning sessions with the appropriate client leaders in order to initiate or develop the Incident Management Process, Maintenance and Project Requests, etc. Establish a process for change requests for the Client Cerner application architect(s) and Client change management subject matter experts (SME) analysts will participate in separate solution specific sessions: <ul style="list-style-type: none"> Road Map Review: Application Architect will work with Client to understand road maps and assist with domain strategy Establish Client contacts Initiate departmental calls: ITO Surround solution experts will conduct weekly departmental calls as needed contingent upon client discretion Establish departmental weekly or bi-weekly meeting communications/call as needed Help Client understand how they can maximize Cerner support services Prior to event, perform solution-specific proactive audits on current production domain and present findings
Monthly Service Quality Reviews	<ul style="list-style-type: none"> Once per month, Cerner will conduct a quality review, which may include review of all maintenance and project requests, confirm priorities, discuss service and operations progress and metrics, benefits, and Client feedback.
Travel Expenses	<ul style="list-style-type: none"> The ITO Surround fees set forth in this Sales Order do not include travel, lodging, per diem, or other out-of-pocket expenses incurred by Cerner personnel during the initial ITO Surround transition period, or subsequent visits. Such expenses must be pre-approved by Client and will be billed to Client monthly, as incurred. Any estimate of expenses can change based on variables such as airfare and location of Client's facility(s).
ITO Surround Role Descriptions	<ul style="list-style-type: none"> Surround Delivery Manager (DM). The Surround Delivery Manager is responsible for the daily oversight and coordination of service delivery. Directs and prioritizes daily tasks for assigned services. Ensures Cerner is meeting/exceeding contractual objectives. Initial escalation point for all Surround operational issues. Meets with clients IT management sponsor on a regular basis both remote and onsite. Understands the clients IT environment and priorities. Will work collaboratively with the AMS Engagement Leader. Surround Application Architect (AA). The Surround Application Architect is responsible for providing expert domain knowledge, including workflow, design, and process, to drive positive end user experience and utilization of applications. The Application Architect also leads project activities for their domain and coordinates with clients and vendors to identify and resolve domain level architecture issues. The Application Architect will have extensive contact with appropriate counterparts as needed to guide the solution design and supporting processes to ensure the successful use of managed solutions.
Monthly Status Report	<ul style="list-style-type: none"> Provide a monthly status report that tracks the status of project services hours.
SCOPE OF WORK	
Application Management	
Application management is the set of services necessary to operate the Cerner and Non-Cerner application software.	
<u>Cerner Solutions Application Management.</u> As the developer of the Cerner application software, Cerner will leverage the various support and development functions within Cerner to ensure a highly optimized system utilizing Cerner's "best	

ITO SURROUND SERVICES SCOPE

practices.”

Non-Cerner Solutions Application Management. Unless otherwise specified in this Cerner System Schedule, Client will retain ownership of Non-Cerner Solutions and keep the software current on software maintenance through the third party vendor, including procuring any future software revisions, as may be applicable, to allow Cerner to keep Client on a supportable release. Cerner may make recommendations to Client from time to time on best practices, as may be applicable, where Cerner has experience managing similar applications at other Client sites. Client will provide any vendor-specific monitoring tools for the Non-Cerner Solutions, as may be applicable.

No.	Incident & Problem Management Responsibility Matrix				
	Table 1				
		Cerner Solutions		Non-Cerner Solutions	
		Cerner	Client	Cerner	Client
1.1	Application Asset Management				
1.1.1	Provide all Solutions and keep software on any required software maintenance, including any future software versions	X			X
1.1.2	Provide any vendor-specific monitoring tools required to maintain the Solutions and keep tools on any required software support	X			X
1.1.3	Obtain all necessary consents from third party suppliers in order to grant Cerner the rights to effectively access and manage the applications	X			X
1.1.4	Administer all third-party contracts for Solutions, unless otherwise specified in this Cerner System Schedule	X			X
1.2	Incident and Problem Management				
1.2.1	Provide single point of contact for proper escalation of problems	X	X	X	X
1.2.2	Log all incidents and problems in accordance with documented processes		X		X
1.2.3	Maintain ownership of all problems related to ITO Surround Support through closure or until agreement that the problem is not within ITO Surround Support scope of responsibility	X		X	
1.2.4	Notify help desk of issues found that affect service		X		X
1.2.5	Provide on-call application staff 24 x 7 X 365 for severity 1 - Immediate issues. The client must provide a contact that is available the same time or the issue will be downgraded to a severity 3 - Moderate	X		X	
1.2.6	Ensure proper notification and escalation of issues in accordance with standard operating procedures	X		X	
1.2.7	Manage non-Managed Software issues with appropriate 3 rd Party Application Support		X		X

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1.2.8	Provide escalation process within Client organization		X		X
1.3	Super Users				
1.3.1	Remain engaged on high/immediate issue calls as needed	X	X	X	X
1.3.2	Assist in validation of the resolution of an issue as well as provide additional details for issue investigation as needed	X	X	X	X
1.3.3	Assist with end user communication (downtimes, code changes, process changes, etc.)		X		X
1.3.4	Provide application training to users		X		X
1.4	Second Level Application Support				
1.4.1	Answer questions regarding managed Software usage	X		X	
1.4.2	Provide troubleshooting expertise and problem resolution	X		X	
1.4.3	Recommend short-term and long-term alternative resolutions to problems	X		X	
1.4.4	Provide accurate problem description and example. Provide point of contact that can verify the completion of the request		X		X
1.4.5	Troubleshoot and resolve foreign system and device interface errors on the Managed Software	X		X	
1.5.6	Troubleshoot and resolve foreign system and device interface errors on non-managed Software		X		X

No.	Application Maintenance and Project Responsibility Matrix				
	Table 2				
		Cerner Solutions		Non-Cerner Solutions	
		Cerner	Client	Cerner	Client
2.1	User Accounts				
2.1.1	Designate Security Representative and provide definition of required roles, positions and application specific security profiles. Notify Cerner of any changes to user security (termination, role changed, etc.)		X		X
2.1.2	Maintain individual user's accounts upon Client notifications	X		X	
2.1.3	Provide security policies and procedures		X		X
2.1.4	Add new user's accounts	X		X	
2.2	Maintenance Activities				
2.2.1	Conduct end-user training		X		X
2.2.2	Identify and provide printer and printer locations		X		X

ITO SURROUND SERVICES SCOPE

2.2.3	Maintain disaster recovery solution		X		X
2.2.4	Maintain system/applications backups (if hosted on-site)		X		X
2.2.5	Update ICD-10 and CPT-4 revisions on an as needed basis	X		X	
2.2.6	Perform routine Profile maintenance (Insurance master, Provider master, etc.)	X		X	

No.	A Release Management Responsibility Matrix				
	Table 3				
		Cerner Solutions		Non-Cerner Solutions	
		Cerner	Client	Cerner	Client
3.1	Release Management				
3.1.1	Perform prerequisites or special instructions for Managed Software (where applicable)	X		X	
3.1.2	Monitor Licensed Software notifications (i.e. flashes, patches, bundles, etc.) and take necessary action	X		X	
3.1.3	Confirm basic application and domain functionality after content load	X		X	
3.1.4	Test managed software patches and fixes in non-production domain	X	X	X	X
3.1.5	Validate patches/application enhancements and fixes and assure the integrity of the resulting data. Client is responsible for final signoff	X	X	X	X
3.1.6	Perform and manage the process for local installations (fat client) of the Managed Software on Client PCs		X		X

No.	Project Services Responsibility Matrix				
	Table 4				
		Cerner Solutions		Non-Cerner Solutions	
		Cerner	Client	Cerner	Client
4.1	Project Services				
4.1.1	Document requirements and design specifications for application implementations and enhancements	X		X	
4.1.2	Review and approve design specifications for implementations and enhancements		X		X

ITO SURROUND SERVICES SCOPE

4.1.3	Perform application build and conduct unit/regression testing for Managed Software	X		X	
4.1.4	Coordinate and execute end-user testing		X		X
4.1.5	Produce project hours report on regular basis to client.	X		X	
4.1.6	Communicate project priorities to align with overall project hours goal		X		X
Commitment					
Service Level Agreement	<ul style="list-style-type: none">Cerner will meet or exceed the SLAs during the Measurement Period. SLAs are subject to SLCs as defined herein. SLAs will not apply during the Transition Period and Stabilization Period.				
Definitions					

At Risk Amount means the maximum amount of SLCs that Cerner may allocate to Client for SLFs in any given month, and is calculated by multiplying that month's actual monthly charge for services by the risk percentage.

Business Day means Monday through Friday, 8 AM to 5 PM, Pacific Standard Time.

"Incident" is an unplanned interruption or reduction in quality of a Cerner production solution or service.

Measurement Period means the first full month following the transition period and each full month thereafter during the Term.

"Problem" is the root cause of one or more existing or potential Incidents.

Service Level Agreement ("SLA") means the duration Cerner will have to resolve / update each issue / request that will have penalties associated.

Service Level Objective ("SLO") means a goal for the duration Cerner will have to close an incident, maintenance, or project event.

Service Request (SR) means the work requested by Client for Cerner to troubleshoot and repair, or add maintenance changes to the production solutions.

Project is defined as a Service Request (SR) that is classified as advanced, complex, or requiring scope definition (those terms defined below in the Application Maintenance (Change) SLO section).

Stabilization Period means the thirty (30) day period commencing at the end of the Transition Period.

Start Date is the day after the end of the Transition Period.

Transition Period means the period of time, up to 3 months, for the transition from Cerner Managed Services to ITO Surround. Cerner and Client will agree in writing on the Transition Period end date.

Service Level Review	<ul style="list-style-type: none"> On each 12 month anniversary of the end of the Stabilization Period, upon Client's request, Client and Cerner will review the Service Performance Measurements and weighting factor allocation and make adjustments as mutually agreed. Upon completion of the annual review, the parties will update the Service Performance Metrics and the weighting factors to reflect the agreement reached.
Service Level Failures ("SLF")	<ul style="list-style-type: none"> An SLF will be deemed to occur whenever Cerner's level of performance for a particular service level fails to meet an SLA in a given month.
Service Level Credits ("SLC")	<ul style="list-style-type: none"> Each category will be assigned a weighting factor. No single SLA may have a weighting factor exceeding 4%, and the total of the weighting factors for all SLA categories cannot exceed 12% of the actual monthly charges for AMS assigned between the AMS Service Performance Measurements and the ITO Surround Service Performance Measurements.

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	<ul style="list-style-type: none"> For each SLF, Cerner will provide Client with a SLC that will be computed by multiplying the weighting factor for that category and actual monthly charges. For example, if Cerner has failed to meet its SLA for a category with a weighting factor of 4%, and the actual monthly charge for AMS was \$100,000, the SLC is calculated as follows: <ul style="list-style-type: none"> SLC = Weighting factor x actual monthly charges SLC = 4% (0.04) of \$100,000 = \$4,000 In this example, the SLC for that month for that specific category would be \$4,000. For each incident priority, Cerner will apply an escalator increase incremental to the priority weighting factor. For example, if Cerner has failed to meet its SLA for an incident priority with a weighting factor of 4% with the resolution time met for only 75% of the calls, and the actual monthly charge for AMS was \$100,000, the SLC is calculated as follows: <ul style="list-style-type: none"> SLC = Weighting factor x actual monthly charges Escalator = Weighting factor x 2 SLC = 4% (0.04) of \$100,000 = \$4,000 x 2 = \$8,000 In this example, the SLC for that month for that priority would be \$8,000. The total amount of SLCs that Cerner incurs with respect to SLF occurring each month will be credited to Client on the invoice delivered the month immediately following the month in which the SLFs giving rise to such SLCs occurred. For example, the amount of SLCs granted to SLFs occurring in August will be credited on the invoice delivered in September.
Service Level Earnback	<ul style="list-style-type: none"> Cerner shall be entitled to earn back SLCs assessed for any such SLF if, during the three (3) consecutive months following the month in which SLF occurred, Cerner exceeds that specific Service Level ("Earnback"). At the end of each twelve (12) month period following the Service Commencement Date, Cerner shall balance the SLCs accrued during the previous twelve (12) months against the Earnbacks for that period and apply any resulting SLC balance against Client's next Cerner invoice.
Root Causes	<ul style="list-style-type: none"> Cerner will work to identify root causes related to SLFs and correct causes of problems for which Cerner is responsible under this Scope. Client will correct causes of problems and attempt to minimize the recurrence of such problems that prevents or could reasonably be expected to prevent Cerner from meeting the SLA.
Excused Service Levels	<ul style="list-style-type: none"> Cerner will be relieved of responsibility for meeting any SLA to the extent caused or affected by: <ul style="list-style-type: none"> Force Majeure. Neither Cerner nor Client shall be responsible for any delay or failure of performance resulting from causes beyond its control; or Non production domains.

Service Level Measurements

Application Incident Resolution SLA. All Client-reported Application Incidents will be analyzed upon receipt and categorized as set forth in the table below

Priority	Resolution Time SLA	Weighting Factor	Frequency
Application Incident Resolution			
Immediate	90% within 6 hours	4%	Monthly
High	90% within 18 hours	-	Monthly
Moderate	90% within 3 business days	-	Monthly
Minor	90% within 6 business days	-	Monthly
Application Maintenance			
Immediate	90% within 24 hours	-	Monthly
High	90% within 48 hours	-	Monthly
Escalator			
Each Priority	85% or less (but not less than 80%)	Weighting Factor x 1.5	
Each Priority	79% or more (but not less than 70%)	Weighting Factor x 2	
Each Priority	69% or more (but not less than 60%)	Weighting Factor x 2.5	

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Each Priority	59% or below	Weighting Factor x 3	
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- The total Weighting Factor cannot exceed a total of 12% between AMS and ITO Surround Service Level Measurements.
- A single Weighting Factor cannot exceed 4%.
 - Each Priority Definition must have a minimum of 10 SRs logged within the monthly measurement period to qualify for SLA penalty escalators. Any monthly measurement period total that is less than 10 SRs shall only be subject to the weighting factor defined above. The Service Level Earnback Provision shall not apply to the Immediate Priority Definitions.
- Service level attainment calculation:
 - $\{(\text{number of SRs (by Priority) closed within the SLA} \div \text{number of SRs (by Priority) received}) \times 100\}$
- Duplicate SRs will be treated as a single SLA.
- Note: Incident calls received by the Cerner help desk that are determined to be out-of-scope and are transferred to the Cerner support organizations for resolution and closure will be excluded when calculating service level attainment.

Entitlement Code Descriptions

Entitlement	Description
Immediate	<ul style="list-style-type: none"> • Majority of concurrent users across all locations are unable to process transactions or access managed solutions critical to their ability to conduct daily business AND • No bypass or alternative is available AND/OR • Major financial impact or patient care or safety conditions exist • Note: Immediate incidents must be called into the Cerner AMS service number immediately after logging the request.
High	<ul style="list-style-type: none"> • Significant percentage of concurrent users are unable to process transactions or access managed solutions required to conduct daily business OR • A component of managed software required to complete a critical workflow is non-functional for more than 1 user AND • No bypass or alternative is available AND/OR • Financial impact or patient care or safety conditions exist • Note: High incidents must be called into the Cerner AMS service number immediately after logging the request.
Moderate	<ul style="list-style-type: none"> • 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 Client locations are impacted. Problems that would be considered Priority Level 1 or 2 that have a workaround, alternative, or bypass available will be assigned a level of Priority 3.
Minor	<ul style="list-style-type: none"> • A component, procedure or personal application (not critical to Client) is unusable. No impact to business, single incident failure, and a workaround, alternative, or bypass is available. Deferred maintenance is acceptable.
Resolution Time	<ul style="list-style-type: none"> • The Application Incident SLO performance time for a resolution will be calculated as the difference between the time a request is "opened" in the Cerner tracking tool and the time the request is documented as "closed" in the Cerner tracking tool, less the time the incident is in "Client Action" or "Third Party Action" in the Cerner tracking tool. An incident is considered in "Client Action" or "Third Party Action" when Cerner is asking Client a question, when Cerner is requesting information from Client or for the duration of client validation • The Application Incident 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 the Cerner tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" or "Third Party Action" in the Cerner tracking tool. The request

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	will be closed in the Cerner tracking tool at the time the software change is identified and will be tracked via Cerner software release process.
Remedy	<ul style="list-style-type: none"> CLIENT'S RIGHTS UNDER THE SERVICE LEVEL MEASUREMENTS DESCRIBED IN THIS SECTION CONSTITUTE ITS SOLE AND EXCLUSIVE REMEDY AND CERNER'S SOLE AND EXCLUSIVE OBLIGATIONS WITH RESPECT TO ANY SERVICE LEVEL FAILURE. HOWEVER, IN THE EVENT THAT THERE IS A MATERIAL BREACH BY CERNER OF THE AGREEMENT BEYOND PURELY THE SERVICE LEVEL FAILURE, THE PRECEDING SENTENCE SHALL NOT PRECLUDE CLIENT FROM EXERCISING RIGHTS WITH RESPECT TO SUCH BROADER MATERIAL BREACH OF THE AGREEMENT. . NOTHING IN THIS PARAGRAPH SHALL ALTER CERNER'S OBLIGATIONS UNDER THE SUPPORT PROGRAM, EXHIBIT B OF AMENDMENT 22.

Application Maintenance (Change) SLO

Application Maintenance requests are changes to support existing functionality in Managed Software. All Application Maintenance requests will be analyzed upon receipt. Cerner and Client will agree upon the category unless otherwise already defined. Requests may be grouped together into single projects, with agreement by Cerner and Client. The custom groupings may affect how the request will be categorized (due to the level of complexity involved in the complete project).

Entitlement	Description	SLO
Immediate	A maintenance change that will resolve an issue with patient care or have a positive financial impact.	See SLA
High	A maintenance change that is of a time-critical nature that will not necessarily affect patient care or create a financial impact to Client.	See SLA
Basic	Examples of basic maintenance include standard updates to an existing printer, appointment type, etc.	5 business days
Advanced	Examples of advanced maintenance include updates to an existing form, revising a pathway, etc.	10 business days
Complex	Examples of complex maintenance include updates to an existing interface, adding a new form, new assessment, updating Master Files, etc.	15 business days
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, Rules Engine rules, etc. Both parties will agree upon the turnaround time for these types of requests after the scope has been determined and mutually agreed upon. Cerner is responsible for developing a business design and associated scope for such requests.	Negotiated at time of scoping

Definitions	<ul style="list-style-type: none"> Service Level Objective ("SLO") means Cerner's goal for resolving and/or updating each issue or request.
Performance Time	<ul style="list-style-type: none"> Application Maintenance (Change) SLO performance time will be calculated as the difference between the time a request is "opened" (after Client approves request) in the Cerner tracking tool and the time the request is documented as "closed" (after the change is moved into the production environment and validated by Client) in the Cerner tracking tool, less the time the request is in "Client Action" in the Cerner tracking tool. Issue is considered in "Client Action" when Cerner is asking Client a question or when Cerner is requesting information from Client. Application Maintenance (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 the Cerner tracking tool until the time the request is identified as needing a software change, less the time the request is in "Client Action" in the Cerner tracking tool. The request is considered in "Client Action" when Cerner is asking Client a question or when Cerner is requesting information from Client.

CERNER HELP DESK

The Help Desk fees set forth in section 4 New Fee Table of this Amendment are based on the following scope of use limits:

Scope of Use Metric	Average Monthly Call Volume	Scope of Use Metric Definition
Help Desk Calls	500	Total requests for service, per calendar month, to Cerner's help desk (the "Help Desk"), either via live voice or via Web portal not to exceed 1,500 quarterly.

Assumptions:

- Help Desk for entire facility as a first level of response for the end users for the following applications:
 - Soarian Clinicals
 - Soarian Clinical Care
 - Pharmacy/MAK
 - Document Management (EDM)
 - Healthcare Intelligence (DSS)
 - Invision Patient Accounting/Patient Management
 - HDX®
 - OpenLink

Scope of Use Expansion

In the event Client requests Help Desk services for additional solutions or facilities, 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 a new Cerner Sales Order.

Client's scope of use, commencing upon the AMS Start Date, will be measured quarterly by Cerner's system tools. Cerner will calculate the average number of Help Desk calls every three (3) months during the term. If, at any such quarterly measurement point, the average number of Help Desk calls for the previous three (3) months is ten percent (10%) greater than or less than the Base Number then in effect, the Base Number will be increased or decreased to the new average number of Help Desk calls, as applicable, and the Monthly Fee will be increased or decreased, as applicable, at an amount equal to the number of calls increase or decrease multiplied by the current per call amount. The floor of monthly Help Desk calls shall not be lower than 500 calls per month.

Client agrees that if an event occurs that will materially affect Client's scope of use (such as natural growth, acquisition/divestiture of a hospital or other facility), Client will promptly notify Cerner in writing of such event (no later than 30 days following the effective date of such event) so that Client's scope of use can be reviewed. Client fees due under the "Scope of Use Expansion" section shall be adjusted within 30 days following Client's receipt of an invoice for such fees.

Scope of Use Metric	Adjusting Scope of Use Limit By	Help Desk Call Monthly Fee
Help Desk Calls	1	\$18.00

Help Desk, Account Maintenance, and Incident Management Services Scope of Work
Help Desk Services

Help Desk services will be provided to end users as set forth in the following tables and will apply to both Cerner Solutions and non-Cerner Solutions.

No.	Table 1:	Cerner	Client
	Help Desk Services Responsibility Matrix		
1.1	Incident Management and Service Request Processes		
1.1.1	Manage initial contact with end users 24 x 7 x 365	X	

CERNER HELP DESK

1.1.2	For in-scope systems and software, provide and maintain a single point of contact for the reporting and tracking of incidents and Service Requests	X	
1.1.3	Provide end-user support for all systems outside of the scope of this agreement		X
1.1.4	Provide notification of system outages on critical systems via phone message alert; and otherwise provide affected users with regular and timely progress updates	X	
1.1.5	Resolve problems and questions during the initial contact that Help Desk personnel should reasonably have the appropriate training and resources to resolve, including problems that can be resolved through the use of remote access tools, when available	X	
1.1.6	Engage Level 2 to resolve incidents, as needed	X	
1.1.7	Provide access to a definitive source of end user identifying information for use in validating identity of end users requesting sensitive services such as password reset, new account activation, etc.		X
1.1.8	Provide employee account services for all systems	X	X
1.1.9	Provide support for any Client telephony system that is utilized as part of the Help Desk solution that may be set up as a call forward to connect to a designated 800 number		X
1.1.10	Provide toll free number for Help Desk access	X	
1.1.11	Provide and maintain a local/internal Help Desk phone number and route calls to that number to the Help Desk toll free number		X
1.1.12	Maintain an integrated incident and request management system for the centralized reporting and tracking	X	
1.1.13	Provide a data feed or interface to populate and maintain an accurate employee information database (name, phone number, email address, location, title, etc.) for purposes of identifying callers and contacting them for incident resolution and follow-up		X
1.2	Reporting		
1.2.1	Provide statistics and management reports to Client on a regularly scheduled basis	X	
1.3	Training & Knowledge		
1.3.2	Provide recommendations to Client for end-user training based on call tracking analysis	X	
1.3.3	Provide educational material on utilizing the services of the Help Desk	X	
1.4	Tools		
1.4.1	Provide and maintain an automated change management system for the centralized reporting and tracking of changes made by Cerner personnel.	X	
1.4.2	Provide Client access for 30 users to the Cerner incident management system.	X	
1.4.3	Provide a paging tool for 20 Client users.	X	
1.4.4	Provide cell devices that can provide voice and email for on call Client users or teams.		X
1.4.5	Provide Windows Terminal Server User/Device CAL Licensing to allow Cerner's Help Desk access and support of Client environment(s)		X
1.4.6	Provide and maintain administrative access to local devices for purposes of remote shadowing and providing assistance as needed, directly from Cerner's Help Desk		X

Account Maintenance

Account maintenance services will be provided as set forth in the table below

No.	Table 2:	Cerner	Client
	Help Desk Services Responsibility Matrix		
2.1	Account Maintenance		
2.1.1	Provide password reset services 24 x 7 x 365 to Cerner-managed systems	X	

CERNER HELP DESK

2.1.2	Create/Update/Terminate User Accounts	X	X
2.1.3	Participate in annual audit of access to systems to validate that system access controls are effective		X
2.1.4	Provide Client resources with accounts and access to Cerner's Incident Management system to handle incident escalation to onsite higher level support teams.	X	

Incident Management

Incident management is the identification, assessment of impact, reporting, tracking, escalation, notification, and resolution of incidents that occur in the systems ("Incident Management"). This line of support must be able to distinguish application issues versus local connectivity or technical infrastructure issues. In addition, the use of "super-users" at Client site should be maintained to address Client workflow-specific issues.

No.	Table 3: Help Desk Services Responsibility Matrix	Cerner	Client
3.1	Incident Management		
3.1.1	Provide and maintain a method for proper escalation of problems within Cerner management	X	
3.1.2	Log all incidents in accordance with documented processes	X	
3.1.3	Notify Client of issues found that affect service	X	
3.1.4	Ensure proper notification and escalation in accordance with standard operating procedures	X	
3.1.5	Work with client to establish and maintain a method for proper escalation of problems within Client's management	X	

Service Level Objectives

Cerner's goals for resolving and/or updating each request are "Service Level Objectives" ("SLOs").

Help Desk Service Level Objective

The majority of the activities related to the Help Desk will be performed by a team located in Kansas City. The Help Desk will be staffed 24x7x365, including holidays. The monthly SLOs listed below describe the performance measures applicable to the Help Desk.

If Cerner fails to maintain these monthly service levels, upon notification from Client, Cerner will engage a corrective action team to determine the cause of failure to maintain the service levels and develop a corrective plan to return the service to achieve such service levels.

Measurement	Description	Monthly Service Level	Percent Attained	Frequency
Average Speed of Answer (ASA)	The length of time that a caller has to wait in queue before the line is answered by the Help Desk analyst.	<= 30 seconds	90%	Monthly
Abandonment Rate (ABD)	The percentage of time in which a person calling the Help Desk hangs up the phone prior to a Help Desk analyst answering the call.	< 5%	90%	Monthly
Client Satisfaction (CS)	Each individual who submits a Help Desk call will be served with a survey to determine Client Satisfaction. The scale is 1 to 5 with 5 being the highest level of satisfaction and a survey response rate of 20%.	90% responses >=3	NA	Monthly

ACCOUNT PROVISIONING SERVICES SCOPE
Scope of Use Limits

The Account Provisioning Services fees set forth in section 4 New Fee Table of this Amendment are based on the following scope of use limits:

Scope of Use Metric	Scope of Use Limit
Licensed Software to be managed ("Managed Software")	Cerner Soarian® Clinicals Cerner Soarian® Critical Care Pharmacy/Med Administration Check (MAK) Cerner Soarian® Document Management (EDM) Healthcare Intelligence (DSS) Invision Patient Accounting/Patient Management HDX OpenLink
Account Provisions	Up to 450 Account Provisions per month

Scope of Use Expansion

In the event Client requests Account Provisioning Services for additional solutions/services, 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 a new Cerner System Schedule or Cerner Sales Order.

Client's scope of use, commencing upon the AMS Start Date, will be measured quarterly by Cerner's system tools. Cerner will calculate the average number of Account Provisions every three (3) months during the term. If, at any such quarterly measurement point, the average number of Account Provisions for the previous three (3) months is ten percent (10%) greater than or less than the Base Number then in effect, the Base Number will be increased or decreased to the new average number of Account Provisions, as applicable, and the Monthly Fee will be increased or decreased, as applicable, at an amount equal to the number of account Provisions increase or decrease multiplied by the current per account provision amount. The floor of monthly Account Provisions shall not be lower than 450 Account Provisions per month.

Client's scope of use will be measured periodically by Cerner's system tools. Client agrees that if an event occurs that will materially affect Client's scope of use (such as acquisition of a new hospital or other new facility), Client will promptly notify Cerner in writing of such event (no later than 6 months prior to the effective date of such event) so that Client's scope of use can be reviewed.

Scope of Use Metric	Adjusting Scope of Use Limit By	Account Provision Monthly Fee
Account Provisions	1	\$16.65

SCOPE OF WORK
Account Provisioning Services

Account Provisioning Services are provided under the direction of the Client Security Officer. An Account Provision is any addition, deletion, or change to an individual application login id. Cerner will be responsible for providing security provisioning services for the Managed Software as identified in the Scope of Use Limits as directed by Client and the Client Security Officer. These services will be provided in compliance with the Client's security policies, procedures, and measures designed to prevent, detect, and interdict information security breaches, and to mitigate risks to the information and communications assets of Client, as well as to protect health information responsibilities as set forth in Table 1 below. All Cerner tasks outlined in Table 1 below apply only to the solutions defined as "Managed Software" in the "Scope of Use Limits" section of this Scope.

No.	Table 1:	Cerner	Client
	Account Provisioning Responsibility Matrix		
1.1	User accounts		
1.1.1	Evaluation, design, development, implementation, communication, monitoring, enforcing, and improvement of information security policies, procedures, and measures designed to prevent, detect and interdict information security breaches.		X

ACCOUNT PROVISIONING SERVICES SCOPE

1.1.2	Collaboratively work with Cerner to mitigate risks to the information and communications assets of Client, as well as to protected health information.		X
1.1.3	Designate security representative and provide definition of required roles, positions and solution specific security profiles. Notify Cerner of any changes to user security (termination, role changed, etc.)		X
1.1.4	Provide and maintain user database for solution-specific security such as task access, positions, and role assignment	X	X
1.1.5	Maintain individual users' accounts at the global level only as approved through change control	X	
1.1.6	Add new users and manage the individual users' accounts	X	
1.1.7	Cerner will create and manage user accounts for Cerner associates	X	
1.1.8	Provide statistics and management reports to Client on a regularly scheduled basis	X	

Commitment

Service Level Objective	<ul style="list-style-type: none"> Cerner will meet or exceed the SLOs during the Measurement Period. SLOs will not apply during the Transition Period and Stabilization Period.
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Definitions

Business Day means Monday through Friday, 8 AM to 5 PM, Pacific Standard Time.

Measurement Period means the first full month following the transition period and each full month thereafter during the Term.

Service Level Objective ("SLO") means a goal for the duration Cerner will have to close a SR.

Service Request ("SR") means the work requested by Client for Cerner to complete account provisioning changes to the production solutions.

Stabilization Period means the thirty (30) day period commencing at the end of the Transition Period.

Transition Period means the period of time required, up to 3 months, for to the transition from Cerner Managed Services to AMS. Cerner and Client will agree in writing on the Transition Period end date.

ACCOUNT PROVISIONING SERVICES SCOPE
Service Level Measurements

Cerner's goal for completing each account provisioning request are "Service Level Objectives" (SLO's). Account Provisioning requests are changes to support end-user accounts in the Managed Software. All Account Provisioning requests will be analyzed upon receipt.

Account Provisioning Service Level Objective	<p>The monthly SLOs listed below describe the performance measures applicable to the Account Provisioning Service.</p> <p>If Cerner fails to maintain these monthly service levels, upon notification from Client, Cerner will engage a corrective action team to determine the cause of failure to maintain the service levels and develop a corrective plan to return the service to achieve such service levels.</p>				
	Measurement	Description	Monthly Service Level	Percent Attained	Frequency
	Account Provisioning Completion Time	The length of time that it takes to complete an Account Provisioning request.	5 business days from date completed request form is received	95%	Monthly