

AMENDED AND RESTATED END USER LICENSE AGREEMENT

This Amended and Restated Cerner End User Licensing Agreement (the “**Agreement**”) is between the following parties:

Health and Human Services Commission	Cerner Corporation (“Cerner”)
(“ HHSC” or “Client”)	a Delaware corporation with its principal place of business at:
an agency of the state of Texas with a principal address of business at:	2800 Rockcreek Parkway
4900 N. Lamar Blvd.	Kansas City, MO 64117,
Austin, TX 78751	U.S.A. Telephone: (816) 221-1024

and amends and restates in its entirety the End User License Agreement effective August 28, 2015, between HHSC and Cerner, as previously amended. (the “Original End User License Agreement”).

Background/Purpose:

The Original End User License Agreement was entered into under the authority of the Department of Aging and Disability Services (“**DADS**”) Request for Proposal (“**RFP**”) No. 539-15-0000092198. Under the Original End User License Agreement, Cerner agreed to provide and assist in implementing certain Licensed Software, Sublicensed Software and Equipment for an Electronic Health Record/Electronic Life Record System (the “**System**”).

The Original End User License Agreement included a provision that authorized the parties to renew the agreement following the end of the prime contract awarded under RFP No. 539-15-0000092198 (at p.49). The parties have now chosen to renew the agreement in accordance with the terms of the Original End User License Agreement. This amendment will also revise certain provisions relating to: (1) the end of the prime contract, (2) the parties’ relationship as a result of the state-mandated consolidation of DADS into HHSC, and (3) update certain service requirements of the System.

Cerner agrees to continue to provide, assist, and maintain certain Licensed Software, Sublicensed Software and Equipment. HHSC and Cerner agree that this Agreement will cover all of the licenses, solutions, hardware and services provided by Cerner to HHSC, and consists of the following documents:

1. Basic Terms and Conditions
2. Exhibit A –Licensed and Sublicensed Software, Application Services and Shared Computing Services
3. Exhibit B – Support Services
4. Exhibit C – Remote Hosting Services
5. Exhibit D – Data Use Agreement
6. Exhibit E – Fees and Scope of Use Expansion Tables
7. Exhibit F – Additional Provisions for Shared Computing Services
8. Exhibit G - Agreement Affirmations
9. Exhibit H – AMS and UCMS Services

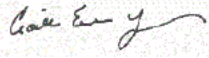
The effective date of the Agreement, as amended and restated is September 1, 2019 (“Effective Date”).

Cerner and HHSC may execute additional Cerner System Schedules or Sales Orders for any additional

licenses, solutions, hardware, and services in the future, which will be subject to the terms and conditions of this Agreement. Each capitalized term used in the Agreement has the meaning set forth in Section 7 of the Basic Terms and Conditions.

HEALTH AND HUMAN SERVICES
COMMISSION

By:


DocuSigned by:

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Title: Chief Deputy Executive Commissioner

Date Signed: August 1, 2019

CERNER CORPORATION

By:


Teresa Warner

Title: Sr Director
Contract Management Office

Date Signed: 7/23/2019

BASIC TERMS AND CONDITIONS

1. LICENSED SOFTWARE

- 1.1 **License Grant.** Cerner Corporation (Cerner) grants to the Health and Human Services Commission (HHSC) and a successor agency, if applicable, a non-exclusive, non-transferable license to use the Licensed Software set forth in **Exhibit A**, subject to the terms of this Agreement, and the Texas Health and Human Services Enterprise Data Use Agreement (DUA) set forth in **Exhibit D**. HHSC represents that it has the authority to bind each User and Permitted facilities to the confidentiality and use restrictions set forth in this Agreement. The Licensed Software is proprietary to Cerner, is based upon and contains trade secrets and other Confidential Information. No right to use, print, copy, modify, create derivative works of, adapt, translate, distribute, disclose, decompile or reverse engineer the Licensed Software is granted. Cerner reserves title to the Licensed Software and all rights not expressly granted hereunder. HHSC will not outsource its operation of the Licensed Software to any third party without Cerner's prior written consent.

2. SERVICES

- 2.1 **Services.** Cerner agrees to provide and maintain all Services for the System as provided for in this Agreement. Cerner agrees to provide remote hosting services set forth in **Exhibit C**. Cerner agrees to the performance metrics and services fees credits set forth in **Exhibit C**. Cerner uses a shared computing utility to deliver the Application Services and Shared Computing Services under the applicable section set forth on **Exhibit A**. In the event Cerner intends to leverage a public cloud infrastructure to provide any of the Services, the following terms shall apply: (i) Cerner must notify HHSC of the identity of the public cloud infrastructure provider, (ii) the public cloud infrastructure provider must provide a computing environment of sufficient capacity, resilience and security to meet the terms of this Agreement (including the Exhibit E DUA), and (iii) use of the public cloud infrastructure must not diminish or degrade in any way HHSC's productive use of the Licensed Software or Services.
- 2.2 **Support.** Cerner will provide the Support Services set forth in **Exhibit B** at the service level set forth in this Agreement and subject to the requirements of the DUA. HHSC agrees to provide a single, centralized help desk for Support requests to Cerner. Unless Cerner is providing the applicable hosting services, HHSC will purchase any hardware and third-party software required to run New Releases. Cerner is not obligated to provide Support for Licensed Software that is not the most current or next to most current New Release.
- 2.3 **Data Security.** Cerner has implemented reasonable security measures, systems, and procedures designed to protect against anticipated threats or hazards to the security or integrity of HHSC's Confidential Information. Cerner agrees to undergo an annual SSAE-18 review (or industry equivalent) of its data center operations. Upon request, Cerner will provide HHSC a copy of the most recent service auditor's report within 10 business days of such request. Cerner agrees to comply with the requirements of the DUA, which is attached to this Agreement as **Exhibit D**, and made therefore part of this Agreement. Cerner agrees to update the HHS Security and Privacy Inquiry ("**SPI**") previously submitted to DADS if any of its responses to the SPI have changed. The parties acknowledge that industry standards and regulations (e.g. NIST, HIPAA) are constantly evolving; and therefore, compliance with such regulations and standards is a continual process. Accordingly, both parties agree to work together in good faith to provide reasonable timeframes for the parties to review changes to industry standards and regulations, assess their impact, and if applicable determine and effect the steps necessary to remain compliant.
- 2.4 **HHSC's Responsibilities.** HHSC will use reasonable efforts to ensure that its Users do not: (i) sell, resell, lease, lend, or otherwise make available the Services in whole or in part to a third party; (ii) modify, adapt, translate, or make derivative works of the Services; (iii) transmit any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information; or (iv) sublicense or operate the Services for timesharing, rental, outsourcing, or service bureau operations, or to train persons other than its Users. HHSC will manage and

maintain communications, connections, and devices for its Users at all locations. HHSC will also: (a) credential all Users and determine the correct privileges for each User, (b) use reasonable efforts to ensure that all Users use the Services in accordance with the Documentation and for no other purpose, and (c) be responsible for any activities that occur under the HHSC or Users' accounts or passwords. HHSC will use reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use, and will promptly notify Cerner of any unauthorized use of, or access to, the Services of which it becomes aware. HHSC agrees to provide information requested by Cerner to verify HHSC's compliance with this Agreement. HHSC is also responsible for its security and privacy compliance, including obtaining consents and authorizations where necessary, and implementing reasonable security capabilities and policies and procedures to minimize or prevent unlawful access by HHSC or its Users, and access by unauthorized persons.

- 2.5 **Suspension of Services.** Cerner reserves the right to suspend services to HHSC in the event of an identification of an immediate threat to the security of Cerner's systems or the services, Cerner agrees to provide HHSC with prompt notice of the suspension of services, its cause and anticipated duration.

3. SUBLICENSSED SOFTWARE, SERVICES, AND EQUIPMENT

- 3.1 **Pass-Through Provisions.** Sublicensed Software, Third-Party Services and Equipment will be provided under the applicable terms of the third-party supplier. Applicable Pass Through Provisions are available on Cerner's website (<https://passthroughprovisions.cerner.com>). Unless otherwise set forth in the applicable pass-through provisions, Cerner grants to HHSC a non-exclusive, non-transferable sublicense to use the Sublicensed Software on the terms for end users in the license granted to Cerner by the applicable Sublicensed Software supplier.
- 3.2 **Equipment.** If Equipment is purchased under this agreement, the Equipment is priced FOB the supplier's point of origin. Cerner will arrange, pre-pay, and invoice HHSC for shipping and in-transit insurance for the Equipment. If HHSC has agreed in writing to a shipment date, Client agrees to pay all cancellation, re-stocking, storage and additional transportation fees due to the return or re-routing of Equipment. Cerner retains a security interest in each item of Equipment until HHSC pays for the Equipment.

4. PAYMENTS

- 4.1 **HHSC Payments.** All Sublicensed Software, Licensed Software, Equipment and Services provided by Cerner to HHSC under this Agreement will be invoiced by Cerner to HHSC. Payment to Cerner will be made within 30 days of HHSC's receipt of a correct invoice. HHSC will pay all approved invoices in accordance with the Texas Prompt Payment Act, *Texas Government Code*, Chapter 2251. Should Cerner believe HHSC has breached a term or condition of this Agreement, including payment, Cerner will follow the Dispute Resolution Process set forth in Section 6.17 of this Agreement. Exhibit E of this agreement defines all payment dates and associated fees for all services provided under this agreement.
- 4.2 **Invoice Requirements and Submission Process**

- a. Cerner shall submit invoices to HHSC by the following methods:

Regular Mail	Electronically
Invoice-HHSC MC2065 Health & Human Services Commission 4900 N. Lamar Blvd Austin TX 78751	HHSC ITSA Invoices: itsainvoices@hhsc.state.tx.us

- b. Each invoice must include:

- (1) HHSC's contract number;
- (2) Cerner's legal name and "remit to" address and telephone number;
- (3) A uniquely assigned invoice number;
- (4) An invoice date;
- (5) A description of the Services provided;
- (6) The correct invoice amount (invoices that contain an incorrect amount or a disputed amount will need to be revised and resubmitted);
- (7) Cerner's taxpayer identification number;
- (8) The name of HHSC's Contract manager; and

In submitting an invoice to Client, Cerner certifies to the following: that the invoice has been carefully reviewed for detailed description of Services performed; that the Services have been performed in compliance with this Agreement; that the amount of the invoice and previous invoices together do not exceed the contractual cap, if any, of total payment stated in this Agreement; that the charges and expenses shown on the invoices are reasonable and necessary; and that all appropriate and required supporting documentation is attached. Client may in its sole discretion, require additional documentation to support payment and Cerner shall respond to any such requests within five business days of receipt.

- 4.3 Taxes.** Client is a tax-exempt state of Texas agency. Notwithstanding its exemption from certain state taxes, Client will be responsible for any taxes (except corporate income taxes, franchise taxes, Federal excise taxes and taxes on Cerner's personnel and subcontractors, including personal income tax and social security taxes) from which Client is not exempt. Cerner will provide reasonable cooperation and assistance to Client to claim any exemption to which HHSC is entitled.

Reimbursable Expenses. Client agrees to reimburse Cerner for the following travel expenses incurred by Cerner in its performance of Services: (a) air travel, not to exceed the coach class rate; (b) auto rentals; (c) lodging and miscellaneous expenses, such as parking, taxi fares, and fuel; and (d) a per diem rate for meals. Client shall not be liable for reimbursement of expenses that: (1) were not pre-approved in writing by the HHSC Contract manager; and (2) exceed the current state of Texas Travel Regulations applicable to state employees. In the event of specific consulting work delivered by Cerner to Client requiring travel, Cerner and Client will comply with state of Texas laws and policies regarding reimbursement of allowable travel expenses.

5. WARRANTY, INDEMNITY, AND LIABILITY LIMITATION

- 5.1 Cerner Indemnity.** Cerner will defend, indemnify, and hold HHSC, and the state of Texas, and its officers, directors, employees, and agents harmless from and against third-party claims, liabilities, obligations, judgments, and causes of actions ("Third-Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of (a) Cerner's negligence or willful misconduct in providing the Cerner Services, or (b) an allegation that the Licensed Software or Cerner Services infringe a third party's U.S. patent, trademark, or copyright. Cerner's indemnification obligation will not apply to the extent that the Third-Party Claim is based upon: (i) the use of any item of Licensed Software or Cerner Services in combination with any product, service or activity (or any part thereof) not furnished, performed or recommended in writing by Cerner; or (ii) the use of Licensed Software or Cerner Services in violation of this Agreement; (iii) the use of Licensed Software not updated to the latest version offered by Cerner, where the latest version incorporates modifications that, in Cerner's opinion, avoid the infringement claim; or (iv) third-party content supplied or transmitted by HHSC or Users. If there is a Third-Party Claim relating to HHSC's use of the Licensed Software or Cerner Services due to an infringement, or if, in Cerner's opinion,

any of the Licensed Software or Cerner Services are likely to become the subject of a Third-Party Claim of infringement, Cerner will at its option and expense, and as HHSC sole and exclusive remedy, use reasonable efforts to procure the right for HHSC to use the Licensed Software or Cerner Services that are the subject of the infringement Third-Party Claim, replace or modify the Licensed Software or Cerner Services so that they become non-infringing, or terminate the Licensed Software or Cerner Services and provide HHSC with a refund of the item's license fee (calculated on a 5-year straight line depreciated basis) and any prepaid amounts for Cerner Services not yet performed. A replacement or modification of the Licensed Software or Cerner Services is subject to HHSC approval.

- 5.2 **Indemnification Process.** To be indemnified, HHSC must: (i) give Cerner timely written notice of the Third-Party Claim (unless the other party already has notice of the Third-Party Claim); (ii) give Cerner authority, information, and assistance for the Third-Party Claim's defense and settlement; and (iii) not materially prejudice Cerner's ability to satisfactorily defend or settle the Third-Party Claim. Cerner has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. Cerner has the right to settle the claim so long as the settlement does not require Cerner to pay any money or admit fault without Cerner's prior written consent, which will not be unreasonably conditioned, delayed, or withheld. HHSC will have the right, at its option, to participate in the defense of the Third-Party Claim, with its own counsel and at its own expense, but Cerner will retain control of the Third-Party Claim's defense.
- 5.3 **Functionality Warranty.** Cerner warrants that, as long as HHSC (a) remains continuously on Support and (b) is operating the most current or next to most current New Release, the Licensed Software will, without Material Error, perform the functions set forth in the Solution Descriptions (<https://solutiondescriptions.cerner.com>) when operated in accordance with the Documentation. In the event of a breach of this warranty, Cerner will repair or replace the failing item of Licensed Software so that it performs in accordance with such warranty. If, after repeated efforts (not to exceed 6 months from the date Cerner receives written notice of the warranty breach), Cerner is unable to repair or replace the failing item of Licensed Software so that it performs in accordance with such warranty, HHSC may, at Cerner's expense, return the failing item of Licensed Software and receive a refund of the item's license fee (calculated on a 5-year straight line depreciated basis), as well as the item's Support fees paid since the failure was first reported to Cerner. HHSC's RIGHTS UNDER THIS SECTION CONSTITUTE ITS SOLE AND EXCLUSIVE REMEDY AND CERNER'S SOLE AND EXCLUSIVE OBLIGATIONS WITH RESPECT TO ANY BREACH OF THIS WARRANTY.
- 5.4 **Warranty Regarding No Reduction in Functionality.** Cerner warrants that no New Release or other enhancement or modification made by Cerner to the Licensed Software will reduce the functionality of the Licensed Software as implemented for HHSC. If a New Release or other enhancement or modifications made by Cerner to the Licensed Software reduces the functionality of the Licensed Software as implemented for HHSC, Cerner shall promptly restore such functionality.
- 5.5 **Services Warranty.** Cerner warrants that it will perform the Cerner Services in a professional manner in accordance with the applicable Solution Description (<https://solutiondescriptions.cerner.com>).
- 5.6 **Disclaimer of All Other Warranties.** To the extent authorized by the constitution and laws of the state of Texas Cerner makes no representations or warranties concerning the Equipment, Sublicensed Software or Third-Party Services. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND CERNER DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CERNER DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ALL DEFECTS WILL BE CORRECTED, OR WILL MEET STATE'S REQUIREMENTS. CERNER DOES NOT WARRANT THAT ANY ALERTS OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES HAVE THE ABILITY TO IMPROVE THE HEALTH STATUS OF A PATIENT OR SAVE PATIENT LIVES. THE SERVICES AND CONTENT ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS AND ARE SUBJECT TO TIME DELAYS.

- 5.7 **Cerner Limitation of Liability.** To the extent authorized by the Constitution and laws of the state of Texas, IN NO CASE SHALL CERNER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, STRICT TORT, OR ANY OTHER LEGAL THEORY. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE EQUIPMENT, SUBLICENSSED SOFTWARE, LICENSED SOFTWARE, OR THE SYSTEM OF WHICH THEY ARE PART, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THIRD-PARTY CONSEQUENTIAL DAMAGES, AND INJURY TO PROPERTY. To the extent authorized by the Constitution and the laws of the state of Texas, Cerner's maximum liability for all claims whatsoever arising under this Agreement shall be limited to the purchase price paid to Cerner for the applicable Licensed Software or service.
- 5.8 **Force Majeure.** Except for obligations to pay for Services performed and products delivered, neither party will be responsible for failing to perform due to causes beyond its reasonable control, including, but not limited to, failures by Cerner's suppliers or subcontractors, war, sabotage, riots, civil disobedience, acts of governments and government agencies, labor disputes, accidents, fires, acts of terrorism, or natural disasters. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

6. GENERAL PROVISIONS

- 6.1 **Termination of Services.** Cerner may suspend Support or other services if HHSC (a) attempts to modify the Licensed Software, or (b) creates and uses programs that write to Cerner databases.
- 6.2 **Term of the Agreement.** The Original End User License User is hereby renewed. The renewal term of this Agreement will begin on September 1, 2019 and end on August 31, 2024, unless terminated sooner or extended in accordance with the terms of this Agreement.
- 6.2.1 Prior to the end of this Agreement, the Parties agree that this Agreement may be extended as provided under this section 6.2.
- 6.2.2.1 HHSC shall provide written notice of interim extension amendment to Cerner under one of the following circumstances:
- (1) Continued provision of services in response to a disaster declared by the governor of the state of Texas; or
 - (2) To ensure that the services are provided to HHSC without interruption.
- 6.2.3 HHSC will provide written notice to Cerner of the interim extension that specifies the reason for it and period of time for the extension, subject to the limits set forth below. During the interim extension, Cerner will provide services and invoice for such services in the same manner that is provided in this Agreement and the Agreement shall remain in full force and effect.
- 6.2.4 An interim extension under section 6.2.2(1) shall extend the Agreement not longer than 30 days after the governor's disaster declaration is declared unless the Parties agree in writing to a shorter period of time.
- 6.2.5 An interim extension under section 6.2.2(2) shall be a one-time extension for a period determined by HHSC and Cerner and HHSC mutually agree to review and renegotiate the terms of such extension.
- 6.3 **Termination of the Agreement.** In addition to other provisions of this Agreement allowing termination, the Agreement will terminate upon the expiration date unless extended in accordance

with the terms of the Agreement or terminated sooner under the terms of the Agreement. Prior to completion of the Term and any extensions thereof, all or a part of the Agreement may be terminated for any of the following reasons

- a. **Termination in the Best Interest of the State.** HHSC may terminate the Agreement at any time when, in its sole discretion, HHSC determines that termination is in the best interests of the state of Texas. The termination will be effective on the date specified in HHSC's notice of termination, which must be at least ninety (90) days after the date of the notice.
 - b. **By Mutual Agreement.** HHSC and Cerner may mutually agree to termination of this Agreement at any time. The Agreement must be evidenced in writing.
 - c. **Unavailability of Funds.** This Agreement is contingent upon the continued availability of funding from the Texas State legislature. HHSC will work in good faith to secure the necessary funding for the Agreement. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, any other disruption of current appropriations outside of the control of HHSC, this Agreement will be terminated on the date specified in HHSC's notice of termination, which must be at least ninety (90) days after the date of the notice.
 - d. **Responsibilities Prior to Termination.** Following written notification of intent to terminate and until the agreed upon date of termination, Cerner will continue to have the responsibility to provide services under this Agreement, and HHSC will continue to have the responsibility to pay for the services provided according to this Agreement.
 - e. **Effect of Termination.** HHSC will pay for all Cerner Services delivered to and accepted by HHSC during this renewal term in accordance with this Agreement up to the effective date of termination, including the period in which Client may transition the System to another vendor. Such Services also include, but are not limited to the implementation and startup costs relating to the Services provided by Cerner to Client not yet invoiced. In addition, except as otherwise provided under section 6.3 (F) Transition, each party will promptly destroy all copies of the other party's Confidential Information in accordance with this Agreement, which includes the requirements stated in the DUA, and all applicable federal and state laws relating destruction of Confidential Information and Cerner will cease services upon the effective date of termination. In the current payment structure HHSC will have the right to use the software up to the termination effective date, or longer if the transition is exercised.
 - f. **Transition.** If this Agreement expires or either party has a right to terminate this Agreement, Cerner will, upon request by HHSC, provide reasonable assistance to transition the System, including providing data migration services and other required services, for up to 36 months after the termination on a time-and-materials basis to allow HHSC to transfer to another vendor, and during such transition period HHSC shall have the right to continue to use Licensed Software, Sublicensed Software, Services and Equipment in accordance with the terms of this Agreement, including the fee schedule for Licensed Software, Sublicensed Software and Equipment and Services. The System shall remain operational during transition period and HHSC shall have full access to the System during such transition period, subject to HHSC's compliance with the terms of this Agreement including payment of all required fees.
- 6.4 Availability of Records.** Until 4 years after the furnishing of services hereunder, Cerner will make available to the Secretary of the Department of Health and Human Services and the U.S. Comptroller General, or their representatives, its books, documents, and records necessary to verify the nature and extent of the costs of those services, in accordance Section 952 of the Omnibus Reconciliation Act of 1980.
- 6.5 FDA.** HHSC and Cerner agree to promptly notify the other party of, and cooperate fully in responding to, inquiries and inspections by the U.S. Food and Drug Administration (the "FDA") and other regulatory bodies with respect to the System. HHSC agrees that prior to First Productive Use of the System, it will perform whatever tests it deems necessary to verify that the System, as used by HHSC,

complies with all FDA and other governmental, accrediting, and professional regulatory requirements applicable to HHSC use of the System in HHSC's environment.

- 6.6 Information Management Tools.** HHSC acknowledges and agrees that the Licensed Software and Services are information management tools, many of which contemplate and require the involvement of professional medical personnel, and because medical information changes rapidly, some of the medical information and formulas may be out of date. Information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel. HHSC acknowledges and agrees that physicians and other medical personnel should never delay treatment or make a treatment decision based solely upon information provided through the Licensed Software or Services. HHSC further acknowledges and agrees that the Licensed Software and Services are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines.
- 6.7 Intellectual Property.** Cerner retains all right, title, and interest, including intellectual property rights and all other rights, in the Licensed Software, Services, and related Work Product. Cerner grants to HHSC and any successor agency, a non-exclusive, non-transferable license to use Work Product for HHSC's own internal purposes in conjunction with the Services and for no other purpose.
- 6.8 Confidentiality.** Except as permitted under this Agreement, Cerner and HHSC will not nor will they permit their respective employees, agents, attorneys, or independent contractors to disclose, use, copy, distribute, sell, license, publish, reproduce, or otherwise make available Confidential Information of the other party. Cerner and HHSC will each (a) secure and protect the other party's Confidential Information using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but no less than a reasonable degree of care, and (b) require their respective employees, agents, attorneys, and independent contractors who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. HHSC will use Cerner Confidential Information accessed on restricted portions of Cerner.com only for the purpose of supporting its permitted use of the System or Services. Either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation, including by order of a court or other governmental entity, in which case the disclosing party will notify the other party as soon as practicable prior to such disclosure and no later than 5 business days after receipt of the order or request.
- 6.9 Access to Data.** HHSC retains ownership to all Data. Under no circumstance may Cerner deny or interfere with HHSC or its designees unrestricted access to the Data. Cerner may use and disclose the Data for purposes permitted by HIPAA, and as necessary to perform and improve the Services or as agreed upon in the DUA.. HHSC agrees that Cerner may use and disclose performance and usage data for any purpose permitted by law so long as the data does not contain protected health information (as defined under HIPAA) or State of Texas-specific identifiable information.
- 6.10 Change of Product Line.** Cerner may add, delete, or change the specifications with respect to products comprising Cerner's product line (but in no case reduce the overall functionality of same), and neither HHSC nor any third party will have a claim against Cerner regarding such modification.
- 6.11 Notices.** All notices, requests, demands, or other communications relating to the other party's failure to perform or otherwise affect either party's rights under this Agreement will be deemed properly given when furnished by receipted hand-delivery to the other party, deposited with an express courier, or deposited with the U.S. Postal Service (postage prepaid, certified mail, return receipt requested). The sender will address all notices, requests, demands, or other communications to the recipient's address as set forth on the signature page, and in the case of Cerner, to the attention of Chief Client Officer.

Notice to HHSC shall be given as follows:

Health and Human Services Commission
Attention: Office of the Chief Counsel

4900 N. Lamar Blvd.,
Austin, TX 78751

Notice to Cerner shall be given as follows:

Cerner Corporation
Attention: Chief Client Officer
2800 Rockcreek Parkway
Kansas City, MO 64117

- 6.12 Governing Law.** This Agreement will be construed and enforced under and in accordance with the laws of the state of Texas without reference to its conflicts of law provisions, Venue shall be in the court of competent jurisdiction, Travis County Texas.
- 6.13 Severability.** This Agreement obligates the parties only to the extent that its provisions are lawful. Any provision prohibited by law will be ineffective (but only to the extent that, and in the locations where, the prohibition is applicable). The remainder of the Agreement will remain in full force and effect if the Agreement can continue to be performed in furtherance of the Agreement's objectives.
- 6.14 Entire Agreement.** This Agreement constitutes the entire agreement of the parties for the subject matter of the Agreement. This Agreement supersedes and terminates any prior and contemporaneous agreements, understandings, representations, claims, statements, or negotiations with respect to the subject matter of this Agreement. This Agreement may not be amended or qualified except by a writing executed by authorized officers of each party.
- 6.15 Survival.** The following sections survive termination of this Agreement: 1 (Licensed Software), with respect to Cerner proprietary rights; 3.1 (Pass Through Provisions); 5.1 (Cerner Indemnity) with respect to any Claims arising prior to termination; 5.5 (Client Responsibility); with respect to any Claims arising prior to termination and any use of the Services following termination; 5.7 (Limitation of Liability); 6.3(g) ("Transition"). 6.18 Dispute Resolution Process, 6.6 (Information Management Tools); 6.7 (Intellectual Property); 6.8 (Confidentiality); 6.9 (Access to Data) 6.11 (Notices); 6.13 (Governing Law); 6.20 Conformance with and Subordination to Laws; Exhibit E (Data Use Agreement).
- 6.16 Independent Contractor.** Cerner is an independent contractor, and none of Cerner's employees or agents will be deemed employees or agents of HHSC. None of the terms in this Agreement will be construed as creating a partnership, joint venture, agency, master-servant, employment, trust, or any other relationship between HHSC and Cerner or any of their employees.
- 6.17 Compliance with Laws.** Each party agrees to comply with all applicable laws, rules, and regulations. Cerner acknowledges and agrees that the Licensed Software licensed under this Agreement is subject to Section 508 of the Rehabilitation Act of 1973. Cerner and HHSC will work in good faith to achieve compliance with the federal electronic and information technology accessibility standards.
- 6.18 Dispute Resolution Process.**

The dispute resolution process provided for in Chapter 2260 of the Texas *Government Code* shall be used, as further described herein, by HHSC and Cerner to attempt to resolve any claim made by Cerner that HHSC has breached a term or condition of this Agreement:

Cerner's claims for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided for in Chapter 2260, Subchapter B, of the *Texas Government Code*. To initiate the process, Cerner shall submit written notice, as provided in the notice provision of the Agreement. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of HHSC and the Contractor otherwise entitled to notice under the parties'

Agreement. Compliance by Cerner with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas *Government Code*.

The contested case process provided in Chapter 2260, Subchapter C, of the Texas *Government Code* is Cerner's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Agreement if the parties are unable to resolve their disputes under subparagraph (A) of this subchapter.

Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the *Civil Practices and Remedies Code*. Neither the execution of this Agreement by HHSC nor any other conduct of any representative of HHSC relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

Neither the occurrence of an event, nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

Imposition of sanctions under this Agreement does not authorize the use of the Dispute Resolution process under Chapter 2260.

6.19 Sovereign Immunity. Cerner and HHSC agree that no provision of the Agreement is in any way intended to constitute a waiver by HHSC or the state of Texas of any immunities from suit or from liability that HHSC or the state of Texas may have by operation of law.

6.20 Conformance with and Subordination to Laws.

a. The parties acknowledge that HHSC is an agency of the state of Texas and under the Constitution and laws of the state of Texas possesses certain rights and privileges, subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the state of Texas or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the state of Texas. Moreover, notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representations or warranties), the provisions of this Agreement as they pertain to HHSC are enforceable only to the extent authorized by the Constitution and laws of the state of Texas.

b. HHSC will not be required to perform any act or to refrain from any act that would violate the laws or Constitution of the state of Texas.

c. The parties recognize that this Agreement is subject to, and agree to comply with, all applicable local, state, and federal laws, statutes, rules and regulations. Any provision of any law, statute, rule or regulation that invalidates any provision of this Agreement, that is inconsistent with any provision of this Agreement, or that would cause one or both of the parties hereto to be in violation of law will be deemed to have superseded the terms of this Agreement. The parties, however, will use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law and negotiate in good faith toward amendment of this Agreement in such respect.

6.21 Franchise Tax Certification. If it is a corporate or limited liability company, Cerner certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

6.22 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Cerner agrees that any payments owing to Cerner under this Agreement may be applied directly toward any debt or delinquency that Cerner owes the state of Texas or any agency of the state of Texas regardless of when it arises, until such debt or delinquency is paid in full.

- 6.23 Texas Family Code Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Cerner certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
- 6.24 Right to Audit.** Contractor will maintain legible copies of this Agreement and all related documents for a minimum of seven (7) years after the termination of the Agreement period or seven (7) years after the completion of any litigation or dispute involving the Agreement, whichever is later. At any time during the term of this Agreement and for a period of seven years thereafter, the state of Texas, HHSC or other federal, state and local agencies having jurisdiction over this Agreement, at reasonable times and at their expense, will have the right to audit Cerner's records and books as such pertain to this Agreement. In addition, acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds received under this Agreement.
- 6.25 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment of this Agreement in violation of this section is void and without effect.
- 6.26 No Hire.** Cerner and HHSC agree that, without the prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's employees until one year after this Agreement is terminated; provided, the foregoing does not prohibit a general non-targeted solicitation of employment in the ordinary course of business or prohibit a party from hiring a person who contacts the hiring party at his or her own initiative without any direct or indirect solicitation by or encouragement from the hiring party.
- 6.27 Purchase Orders.** If HHSC submits its own form of purchase order to request products or Services from Cerner, any terms and conditions on the purchase order are of no force or effect and are superseded by this Agreement unless otherwise agreed to by the Parties.
- 6.28 Civil Rights.**
- a. Cerner agrees to comply with state and federal anti-discrimination laws, including:
- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - 2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - 3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - 4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - 5) HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Cerner agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Cerner agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Cerner agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with

limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Cerner agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- d. Cerner agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Cerner will provide HHSC Civil Rights Office with copies of the Cerner's civil rights policies and procedures.
- f. Cerner must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51 Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

- 6.29 **Public Information Act.** Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Contractor will use good faith effort to make information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format to the extent feasible or any other format agreed between the Parties. HHSC will notify Cerner as soon as practicable of any request under PIA relating to this Agreement and prior to disclosure to allow Cerner an opportunity to review and respond.
- 6.30 **HUB/Mentor Protégé.** In accordance with State law, it is HHSC's policy to assist Historically Underutilized Businesses ("HUBs") whenever possible in providing goods and services to HHSC. HHSC encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the System Agency. In addition to the information required by this Agreement, the contracting Party will provide the procurement department of the HHSC with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder. HUB encourages the parties it contract with to partner with Certified HUBs that participate in the Texas Controller of Public Accounts' Mentor Protégé Program. For clarity, the parties do not anticipate any subcontracting opportunities available under this agreement.

7. **DEFINITIONS**

- 7.1 **Cerner Services** means the services provided by Cerner and set forth in the **Exhibits**.
- 7.2 **Confidential Information** as used in this Agreement means all technical, business, financial, and other information that is disclosed by either party to the other, whether orally or in writing; work product; Data; Documentation; all information and materials accessible on Cerner.com "Client-only" access; and all non-public information related to Cerner services or methodologies. "Confidential

Information” does not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known by HHSC or Cerner, or (c) rightfully acquired from a third party not under an obligation of confidentiality. The definition of “Confidential Information” in the DUA shall control for terms and conditions of the DUA.

- 7.3 **Data** means data that is collected, stored, processed or generated through HHSC’s use of the Licensed Software or Services.
- 7.4 **Documentation** means the printed and on-line materials that assist Users, as updated from time to time.
- 7.5 **First Productive Use** means HHSC’s first use of an item of Licensed Software or a service to send patient, health plan, or materials information for clinical, financial, or operational use.
- 7.6 **Licensed Software** means the machine-readable form of software programs developed by Cerner and identified in **Exhibit A**, and all items of applicable Documentation. It also includes New Releases, as well as any Cerner-developed content. "Licensed Software" does not include source code, Sublicensed Software, or any third-party program.
- 7.7 **Material Error** means either an error that materially, adversely affects operation of the entire System or that creates a serious loss of functionality important in the daily operation of a single module and for which a work around is not available.
- 7.8 **New Release** means the distinctly identified (e.g. Release HNAM.20XX.01), comprehensive collection of updates and enhancements to the Licensed Software that Cerner makes generally commercially available.
- 7.9 **Permitted facility** means an entity identified as such in this agreement and for whom HHSC has the right to determine management direction.
- 7.10 **Services** mean the Cerner Services and Third-Party Services, as modified and enhanced from time to time.
- 7.11 **Solution Description** means the documents provided by Cerner describing the applicable Licensed Software or Service.
- 7.12 **Sublicensed Software** means all third-party software and content listed in **Exhibit A**.
- 7.13 **Support** means Cerner’s ongoing effort to keep the Licensed Software in working order and to sustain the useful life of the Licensed Software, including New Releases.
- 7.14 **System** means the Sublicensed Software, and Licensed Software listed or described in **Exhibit A**.
- 7.15 **Third-Party Services** means the services provided by a third party and described in this EULA
- 7.16 **User** means an individual person whom HHSC provides a unique password and sign-on ID for access to the Licensed Software, Sublicensed Software or Services.

EXHIBIT A**LICENSED SOFTWARE AND SUBLICENSED SOFTWARE, APPLICATION SERVICES AND SHARED COMPUTING SERVICES****Licensed Software**

Solution Code	Description	Scope of Use Limit	Solution Description Code	Pass-Through Code
CP 20740	Cerner Scheduling Management	1200 Peak Concurrent Logons	SD100044_02	
IF 29010	ADTs/Demographics Incoming	1200 Peak Concurrent Logons	IF 29010_05	
IF 29020	Orders Incoming (with statuses)	1200 Peak Concurrent Logons	IF 29020_03	
IF 29035	Appointment Notifications Incoming	1200 Peak Concurrent Logons	IF 29035_04	
IF 29040	Doctor Update Incoming	1200 Peak Concurrent Logons	IF 29040_03	
IF 29050	Results Incoming (Discrete Data Elements)	1200 Peak Concurrent Logons	IF 29050_03	
IF 29055	Results Incoming (Displayable Text)	1200 Peak Concurrent Logons	IF 29055_03	
IF 29083	Clinical Documents Medical Document Management Incoming	1200 Peak Concurrent Logons	IF 29083_03	
IF 29220	ADTs Demographics Outgoing	1200 Peak Concurrent Logons	IF 29220_05	
IF 29230	Orders Outgoing (with statuses)	1200 Peak Concurrent Logons	IF 29230_03	
IF 29275	Billing Outgoing (Batch)	1200 Peak Concurrent Logons	IF 29275_03	
IF 29306	Accounts Receivable to General Ledger Data Outgoing	1200 Peak Concurrent Logons	IF 29306_05	
IF 29522	Purchase Order Acknowledgment Inbound (855)	1200 Peak Concurrent Logons	IF 29522_04	
IF 29540	Accounts Payable Voucher Outgoing	1200 Peak Concurrent Logons	IF 29540_02	
IF 29560	TCP/IP (Interface)	1200 Peak Concurrent Logons	IF 29560_03	
IF 29562	Purchase Order Outbound (850)	1200 Peak Concurrent Logons	IF 29562_03	
IF 29625	Disk File	1200 Peak Concurrent Logons	IF 29625_03	
LH 20115	Infection Control	1200 Peak Concurrent Logons	LH 20115_13	10500_LHC
LT 20570	PowerChart LTC	1200 Peak Concurrent Logons	LT 20570_03	
PH 20160	Inpatient Pharmacy	1200 Peak Concurrent Logons	PH 20160_04	
PH 20170	Outpatient Pharmacy	1200 Peak Concurrent Logons	PH 20170_03	
PH 25201	Departmental Clinical Supply Chain for Pharmacy	1200 Peak Concurrent Logons	XX 25201_03	
PS 22481	Physician Documentation	1200 Peak Concurrent Logons	PS 22481_02	
PS 22760	MPages Runtime License	1200 Peak Concurrent Logons	PS 22760_03	11400_MPG
PV 20230	PowerChart Ambulatory	1200 Peak Concurrent Logons	PV 20230_06	
RC 20150	Cerner Care Management	1200 Peak Concurrent Logons	RC 20150_04	
CTP SEC LDAP	Microsoft LDAP Authentication Module	1200 Peak Concurrent Logons	CTP IATK USER_02	
CTP CCL PNCLT	PharmNet Label Base	1200 Peak Concurrent Logons	CTP CCL PNCLT_04	

Subscriptions

Solution Code	Description	Scope of Use Limit	Solution Description Code	Pass-Through Code
KS 26955	ADE Advanced	1200 Peak Concurrent Logons	KS 26955_04	
KS 22001	Med Source Patient Specific	1200 Peak Concurrent Logons	KS 22001_05	5600_MUL

KS 26950	Executab e Know edge Foundat on	1200 Peak Concurrent Logons	KS 26950_03	
KS 26888	EK for Rehab (Rehab Hosp ta) Outat ent	2,000 Rehab Ambu atory V s ts	KS 26888_04	
KS 26982	Ambu atory Content Package	87 Prov ders	KS 26982_04	
KS 26965	Med Source Foundat on for Ambu atory	87 Prov ders	KS 26965_04	5600_MUL
KS 26960	PowerNote Content for Ambu atory	87 Prov ders	KS 26960_03	
KS 26970	Cerner CMT (Ambu atory)	87 Prov ders	KS 26970_04	22001_SNO
KS 26953	Executab e Know edge Foundat on Ambu atory	87 Prov ders	KS 26953_04	
KS 22091	Cerner CMT (Enterpr sew de)	1200 Peak Concurrent Logons	KS 22091_10	10000_HSN_C
KS 22198	Ex tCare Phys c an/Ambu atory	87 Prov ders	KS 22198_04	3204_EXI
KS 23000	Behav ora Hea th (Inpat ent)	300 Inpat ent Behav ora Hea th Beds	KS 23000_04	

Sublicensed Software

Solution Code	Description	Scope of Use Limit
189 7047	Dentr x Enterpr se RT (Each Concurrent L cense Seat)	70 denta users
189 7CRA	C n ca Outcomes Modu e Centra Server (Each Concurrent L cense Seat)	1
189 7045	Dentr x Enterpr se RT Centra Server	1
	HL7 Interface Messag ng (per message type, per d rect on):	1
189 7203	ADT Inbound to Dentr x Enterpr se from Cerner	1
189 7202	DFT	1
CTP P2S ENT 3	P2Sent ne Enterpr se 1 Core	1 core
00188087 MNT	RL6: R sk L cense	1
00190400 MNT	RL6: R sk Adm n strat on	4
00194088 MNT	RL6: F e Manager	265

Scope of Use Limits. HHSC will use the following solutions in accordance with the Solution Descriptions and subject to the scope of use limits set forth below.

Solution Description	Scope of Use Metric	Scope of Use Limit	Scope of Use Metric Description
Care Management, Cerner Prov s on ng, Cerner CMT (Enterpr sew de), D scern CCL Products, P2Sent ne , Mpages, PharmNet, PowerChart, ADE Advanced, Med Source Pat ent Spec f c, Executab e Know edge Foundat on, Extended Care, Cerner Schedu ng Management, Infect on Contro	Peak Concurrent Logons	1200	The h ghest number of concurrent front end systems ogons (e.g. C tr x@ servers, web servers, PowerChart Touch systems, and th ck c ent nsta at ons, etc.) measured each day throughout each month, w th the h ghest day be ng used to determ ne the Peak Concurrent Logons. Peak Concurrent Logons sha nc ude a User sess ons access ng product on and non product on doma ns, C ent spec f c servers, as we as c oud "shared" nfrastructure and servers. A User sync ng a PDA, or a User access ng v a a PDA or other w re ess dev ce w be counted as part of the Peak Concurrent Logons.
Ambu atory Content Package, Med Source Foundat on for Ambu atory, PowerNote Content for Ambu atory, Cerner CMT (Ambu atory), Executab e Know edge Foundat on Ambu atory, Cerner Ambu atory, Cerner ePrescibe Package, Ex tCare Phys c an/Ambu atory	Prov ders	87	A hea th profess ona ega y ab e to wr te prescr pt ons phys c ans (M.D., D.O.), phys c ans' ass stants, or other advanced pract oners.

Behaviora Health (Inpatient)	Behaviora Health Beds	300	Total inpatient behavioral health designated beds
EK for Rehab (Rehab Hospital) Outpatient	Rehab Ambulatory Vists	2,000	Ambulatory (Clinic) rehabilitation services to include occupational, vocational, speech therapies etc.
CareTracker DD	Developmental Disabled Bed	3,544	Total beds designated for a disability which originates before age 18, can be expected to continue indefinitely, and constitutes a substantial handicap to the disabled's ability to function normally.
Cerner Direct HISP Cerner LTC, Cerner Exchange LTC	Facilities	12	Total number of sites to use a specific application.
Cerner Resonance Non Cerner Cerner LTC	Connections	3	Enabling the discovery of patients and clinical data between two disparate sources, (EMR, PHR, state networks, regional networks and other communities etc).

Application Services & Shared Computing Services

Solution Code	Description	Scope of Use Limit	Solution Description Code	Pass-Through Code
RS 20110 PKG	CareTracker DD	3,544 Developmental Disabled Bed	RS 20110 PKG_02	
PS 20080C I	Cerner ePrescribe Package	87 Providers	PS 20080C I_02	8301_SUR
PY 61618C	Cerner Resonance Non Cerner Cerner LTC	3 Connections	PY 61618C_02	
PY 61617C	Cerner Resonance Non Cerner Cerner LTC Setup	3 Connections		
PY 70130C	Cerner Direct HISP Cerner LTC	12 Facilities	PY 70125C_02	
PY 70131C	Cerner Direct HISP Connection Cerner LTC	12 Facilities		
PY 70156C	Cerner Exchange LTC	12 Facilities	PY 70150C_01	
PY 70157C	Cerner Exchange LTC Setup	12 Facilities		

Managed Services

Solution Code	Description	Scope of Use Limit	Solution Description Code	Pass-Through Code
CFG_CMS	CernerWorks			
CTS RHO1TIME	Remote Hosting (One time Setup Fees)	1200 Peak Concurrent Logons * See RHO Scope Data		10400_MSR
CTS RHORECUR	Remote Hosting (Recurring Fees)	1200 Peak Concurrent Logons * See RHO Scope Data		10400_MSR

CW RHO NC 1TIME	RHO One Time Fee Non Cerner Solutions	* See Non Cerner RHO Scope Data		10400_MSR
CW RHO NC RECUR	RHO Recurring Fee Non Cerner Solutions	* See Non Cerner RHO Scope Data		10400_MSR

EXHIBIT B**SUPPORT SERVICES**

Following is a high level description of the benefits received through the payment of Support fees:

- 1) Immediate Response Center ("IRC") Cerner's support center that is staffed 24 hours per day, 7 days per week to resolve HHSC mission-critical issues
- 2) Call Center Cerner's support center that is available for non-mission-critical problem determination, resolution, or identification of alternatives through consultative assistance on solution functionality.
- 3) Content Care Team Cerner's support center that is available for training, Cerner events, financial and quote information.
- 4) Secured Communication A data communications mechanism that facilitates problem resolution at the HHSC site (secure and efficient method for service and support).
- 5) New Releases Licensed Software updates that deliver increased functionality over time and allow the software to remain current with various technologies.
- 6) Knowledge transfer during service events Education provided to HHSC personnel during problem resolution leading to greater HHSC self-sufficiency.
- 7) Service Escalation Process Defined process for HHSC to escalate an issue (whenever HHSC fees a service or support issue is not being addressed) to receive executive management focus.
- 8) Complete Service Record Complete HHSC service record identifying service issues, history, trends, and patterns.
- 9) On-Line Demographic Profile Knowledge of HHSC technical environment, supporting an efficient and effective problem resolution process (assumes hardware and Sub-licensed Software Maintenance through Cerner).
(Solution/technical attributes)
- 10) Catalog of Services On-line access via Cerner.com to Cerner's Catalog of Services referencing and describing all of Cerner's services.
- 11) Telephone, e-mail, Internet For the convenience of HHSC, Cerner offers multiple avenues of communication for support requests and for support services.
- 12) Cerner.com Internet access to solution documentation, communities of interest, announcements, on-line service request entry and the ability to review service activity.
- 13) Proactive Solution and Service Refreshes and Advance information concerning new solutions, upcoming corrections, patches, etc.
- 14) Access To Cerner Direct Access to a direct channel for ordering technology with 24-hour turnaround with discounted or competitive pricing through Cerner.com or the Cerner Direct Order Desk.

Cerner periodically improves and revises the content and delivery of its Support services to better meet the needs of clients, therefore, more specific details concerning the above services are set forth in Cerner's Catalog of Services available on Cerner.com.

Resolution of HHSC Issues

- Questions and issues should be logged using eService on www.cerner.com. This includes requests for application support, general business support. If you are calling to check the status of a particular Service Record (SR), you will be asked to provide the SR number to expedite the process. Service Record numbers are unique numbers assigned to each service record in our internal activity tracking system. We record service activity against the service record number assigned to a request. The eService tool on cerner.com provides the ability

to n tate serv ce records, track the status of a spec f c Serv ce Record number, and the ab ty to v ew a serv ce act v ty.

- The Immed ate Response Center (IRC) s comm tted to prov d ng c ents w th the fastest poss ble so ut on or workaround to any cr t ca ssue that mpa rs the mmed ate operat on of a Cerner product on system. A cr t ca ssue s def ned as an ssue that mpa rs pat ent care or operat ona hardsh p. The Issue Escat on process can be n tated at any po nt n the serv ce process. HHSC can contact Cerner s C ent Care Center, create a serv ce request (SR) us ng our eServ ce porta or engage the r Cerner C ent Resu ts Execut ve (CRE). The ssue w be ass gned to a Cerner support ana yst and, the ass gned resource w seek to understand the nature of the esca at on request and set an expectat on for cont ued nvest gat on.
- If sat sfactory progress s not ach eved, HHSC may esca ate to the next eve , our serv ce organ zat on – Cerner So ut onWorks. A So ut onWorks Ana yst w fo ow-up and nvest gate the ssue unt a reso ve s determ ned. If the reso ve requ res a code change, the Ana yst w nform the c ent and st the SR as requ red not fy Cerner s nte ctua property (IP) team. Our standard process for IP w be fo owed for enhancements.
- Act v t es assoc ated w th a serv ce record are tracked and can be v ewed at any t me for current status on ne. Serv ce record nformat on s documented n our customer re at onsh p management system. Access to th s nformat on s ava ab e v a Serv ce Act v ty Quer es on www.cerner.com. Ava ab e quer es nc ude s ng e serv ce record reports deta ct v ty reports for a spec f ed date range. Deta ed reports are ava ab e for app cat on management serv ces and remote host ng serv ces,

Problem resolution Service levels

- So ut onWorks has the fo ow ng serv ce- eve object ves, based on the serv ce record s assessed comb nat on of pr or ty and comp ex ty. Cerner w str ve to meet the goa s be ow:
- **40%** of M enn um Serv ce Records w be c osed or reso ved w th n 24 hours
- **65%** of M enn um Serv ce Records w be c osed or reso ved w th n 7 days
- **85%** of M enn um Serv ce Records w be c osed or reso ved w th n 30 days
- IRC has the fo ow ng serv ce- eve object ves, based on the serv ce record s assessed comb nat on of pr or ty and comp ex ty. Cerner w str ve to meet the goa s be ow:
- **5 minutes** to engage n an n t a assessment of a serv ce record and ca
- **2 hours** to prov de a so ut on or work-around of the serv ce record be ng n tated
- IRC Ana ysts str ve to meet serv ce goa s for 85% of ts serv ce records.

EXHIBIT C**REMOTE HOSTING SERVICES****DEFINITIONS**

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

CernerWorks means Cerner's managed services division, which provides RHO services to Cerner.

Computing System consists of the Cerner-owned server(s) and Data storage required to provide the RHO services scope set forth herein.

CTC means Cerner Technology Center, the CernerWorks Data Center(s), where the hosting services are provided.

Data Center means the portion of the CTC that houses hosted Computing Systems.

Disaster means a significant event making the Cerner hosted product on hardware or one or more Cerner Technology Centers inoperable. A Disaster may include a situation for which the governor of the state of Texas has issued a disaster declaration in accordance with section 418.014 of the Texas Government Code, if such situation makes the Cerner hosted product on system unreachable.

Disaster Declaration means a point in time in which CernerWorks and HHSC have mutually agreed in a written telephone conversation that a Disaster has occurred with the Cerner hosted product on hardware or one or more Cerner Technology Centers, and Recovery processes will be invoked. The decision to declare a Disaster will be made based on available information at the time of the Disaster.

LAN means Local Area Network.

Major System Change means a material change to the system, including a server upgrade, operating system upgrade, New Release upgrade, SAN upgrade, database upgrade.

Mock Upgrade means the process of creating, where necessary, and managing the domain(s) and performing a mock test resulting from the installation of a new Cerner software release (e.g., CSP, CPP, New Release).

Peak Concurrent Logons means the highest number of concurrent front-end systems logons (e.g. Citrix® servers, web servers, PowerChart Touch systems, and thick client installations, etc.) measured each day throughout each month, with the highest day being used to determine the Peak Concurrent Logons. Peak Concurrent Logons shall include a User sessions accessing product on and non-product on domains, Client-specific servers, as well as cloud "shared" infrastructure and servers. A User syncing a PDA, or a User accessing via a PDA or other wireless device will be counted as part of the Peak Concurrent Logons.

Recovered means the point in time when users have the ability to access the activated Disaster Recovery (DR) product on system (N configuration, not N+1 or H/A):

- the functionality available to Client prior to the Disaster event is available for use by Client and is operating according to the RTO commitment objectives noted above.
- the available historical data has been recovered for Client's use with the exception of: data created within the Client's Recovery Point Objective (RPO), and data inherently lost as a result of the disaster event.

Recovery Point Objective (RPO) means the point in time (prior to the outage) to which data will be recovered.

Recovery Time Objective (RTO) means the period of time within which the product on system will be recovered following a Disaster Declaration. For purposes of tracking RTO, the Disaster start time will begin at the time of Disaster Declaration. The Disaster mode Activation end time will be the point in time when users have the ability to access the activated DR product on

system. If there is a dependency on Cerner to perform a Cerner Responsibility before Cerner can proceed to the next step in the disaster recovery process, the time Cerner uses to perform the Cerner Responsibilities shall be subtracted from the overall calculation of activation time.

Service Package (.e. patch) means a fix or enhancement made to a specific hosted application or associated non-Cerner component.

Service Request means the complete record of a request for service, from inception to resolution.

Steady State means the period of time following a System Stabilization Period and ending at the next Major System Change.

System Stabilization Period means the 72 hour window following First Productive Use and following a Major System Change

Layered Software means foundation software or technology necessary to provide the defined RHO services and enable the hosted solutions to run (e.g., database, MQ, Websphere, Citrix, etc.).

WAN means wide area network

SCOPE OF USE LIMITS

Cerner Solutions. The managed services fees set forth in the “Solutions and Services” section of this Cerner System Schedule are based on the following scope of use limits for Cerner solutions

Scope of Use Metric	Scope of Use Limit
Peak Concurrent Logons	1200
Cerner Solutions to be Remote Hosted	PowerChart Ambulatory Long Term Care Care Tracker Data Exchange Infrastructure Cerner Direct Data Exchange Infrastructure Care Management Image Aware Virtual Archive mPages PharmNet (Inpatient, Dept. Supply Chain) Physician Documentation P2 Sentinel
Mock Upgrades	Up to 1 per year (New Release upgrades require written notice from Cerner, no less than 90 days prior to project kickoff.)
Product on Domain	1 commencing on First Productive Use of the RHO services and continuing for the Term.
Certification Domain (Non-Product on)*	1 commencing on First Productive Use of the RHO services and continuing for the Term (reference Data copy of the product on domain). (Note: The certification domain is used for ongoing end-user training unless a separate training domain is contracted.)
Budget Domain (Non-Product on)*	1 as required, for the duration of the contracted term (reference Data copy of the product on domain). (Note: Except where mutually agreed by the parties, the budget domain requires 90-day advance notice, and will be sized to support the anticipated number of Users during the budget project.)
Training Domain (Non-Product on)*	1 as required, from beginning of the training phase and continuing for the Term (reference Data copy of the appropriate source domain). (Note: Except where mutually agreed by the parties, the training domain requires 90-day advance notice, and will be sized to support up to 40 Users during a training event. The training domain can be refreshed from the source domain, except where mutually agreed, up to once per quarter with 30-day advance notice.)
Mock Domain (Non-Product on)*	1 temporary mock domain if required, to support the implementation of Mock Upgrades for the quantity set forth below (a full copy [reference and Data] of the product on domain).

* Managed services fees include no more than 4 non-product on domains simultaneously. Non-product on domains will be hosted on non-redundant node(s).

OTHER SCOPE LIMITS	
Scope of Use Metric	Scope of Use Limit
CareTracker Data Exchange Infrastructure	<ul style="list-style-type: none"> (4) CareTracker Web Service Instances (2 production, 1 Test, 1 Train) This is the web services infrastructure to pass data between Cerner Millennium System and the CareTracker System. Cerner is responsible for CareTracker Implementation and Subscription Fees separately.
CareTracker Services	<p>With the addition of a new CareTracker domain for training purposes, Cerner will perform a 1 time:</p> <ul style="list-style-type: none"> Setup/Install new non-product on TRAIN domain for CareTracker and application capabilities integration with the Millennium training domain. Standardize CareTracker services between PROD, CERT and TRAIN domains
Cerner Direct Data Exchange Infrastructure	<ul style="list-style-type: none"> (10) Cerner Direct Web Service Instances (6 production and 4 test) This is web server infrastructure to pass data between Cerner Millennium System and Cerner Direct services. Cerner is responsible for Cerner Direct Implementation and Subscription Fees separately. Existing Image Aware Virtual Archive/CAMM will be leveraged; images to be stored will count toward Virtual Archive/CAMM defined scope of use limits Existing RRD (Remote Report Distribution) server will be leveraged if required
Care Management	<ul style="list-style-type: none"> (2) Web servers (1 production, 1 test) RHO Fees do not include hosting services for solutions such as TLC, Interqual, M-man, JA Thomas, etc. Additional fees will apply to host these solutions.
ImageAware Virtual Archive (.e. CAMM)	<p>The ImageAware Virtual Archive is Cerner's remote hosted storage platform for images and other media. This platform allows clients to image-enable their EMR by storing a non-scope images and other media (for example, CCDs, document imaging, ECG, Feta Monitoring and other waveforms, wound care photos, dermatology photos, etc.).</p> <p><u>Image Store Scope Limits:</u></p> <ul style="list-style-type: none"> (500) Gabytes of Images added every twelve months (Note - Scope Limit based on 12 month rolling periods) Fees do not include storage for historical images. Fees do NOT include the actual uploading of historical images by Cerner. Any historical uploads will be performed by the Client or services purchased separately. <p><u>Other Scope Limits and Assumptions:</u></p> <ul style="list-style-type: none"> ImageAware Virtual Archive will be utilized for a non-scope RHO solutions requiring CAMM. ImageAware Virtual Archive utilizes certain shared infrastructure components (.e. servers and storage) with Client images distinctly separated with application security. ImageAware Virtual Archive requires scheduled maintenance events for optimal performance. These maintenance events will occur approximately every quarter with a maximum of 21 days prior or not provided to Client. Domains: Access to (1) Production and (1) Test Archive ImageAware Virtual Archive solution will be kept with the 2 releases of the most current available CAMM release. Fees include the storage licenses/subscriptions, monthly maintenance and RHO Services hosting fees for the ImageAware Virtual Archive solution

	<ul style="list-style-type: none"> Fees for the ImageAware Virtua Archive solution DO NOT include licenses/sub licenses, monthly maintenance, implementation services, or RHO Services fees required for specific imaging solutions (e.g., ProV s on Document Imaging, Feta nk, Hot Spot Detection, Cerner ProV s on PACS, Cardiology PACS, Pathology, etc.) and would be purchased separately. Existing Millennium teleconnection(s) from CTC to Client site will be leveraged and upgraded as required to support Image viewing and transport of images from Client Site to CTC ImageAware Virtua archive.
MPages	<ul style="list-style-type: none"> MPages developed by Client that are used to perform queries of the Millennium database or utilize sample URLs to content are acceptable, provided those links are used to safely access relevant business information and/or low resolution images to which the Client is entitled. Client is responsible for a content administration duties and any associated content fees. For best performance, videos and images cached from within Cerner applications (e.g. PowerChart URLs, MPages, Learning Services videos, etc.) to content on the Client's LAN (including Internet content) will be setup to load directly to the local workstation browser rather than travel across the Cerner-provided WAN circuits. Video streams and high-resolution images (e.g. PACS) from Client site sources are not designed for display on Cerner-hosted servers (e.g. Citrix or web application servers). Cerner does not warrant the suitability or performance of any content developed by performance not under Cerner's control (e.g. external content). MPages Core infrastructure includes Web services and Cerner Media Viewer functionality (for viewing of non-dicom images stored in CAMM). If Client wishes to incorporate external content, additional RHO fees may apply in the event additional infrastructure is required.
P2 Sentence (3 Node)	<ul style="list-style-type: none"> (5) Servers (4 production and 1 test) Up to (2) Terabyte of disk storage Utilized for Millennium only RHO fees do not include P2 Licenses, monthly maintenance, or implementation. Client must purchase separately.

General Assumptions

- Managed services fees DO NOT include Licensed Software, Sub licensed Software, Licensed Software Support, Maintenance, or professional services. Cerner does provide the Layered Software needed to deliver core RHO services (e.g., OS, middleware etc.)
- Managed services fees do not include hosting of clinical imaging solutions (e.g., PACs, MMF, ProV s on Web, etc.)
- Managed services fees do not include non-Cerner encoding applications (e.g. 3M Encoder or similar) hosting
- Standard Citrix server configuration provides anonymous logons set to 30-minute inactive user timeouts
- System storage includes Cerner Millennium textual data in the database schema as distributed by Cerner engineering. Image storage (e.g., PACS, MMF, ProV s on Web, etc.) is not included unless specified in Paragraph 2.1 of this Scope.
- Cerner does not recommend pulling video streams or high-resolution images (e.g. PACS) from Client site sources for display. In the event Client chooses to implement configurations or technology not listed, which requires additional resources (e.g. new servers, additional teleco, etc.), Cerner will determine the impact of that change and identify possible cost implications to Client as a result of such change
- Clinical Reporting XR
- Fees include up to 7 days of temporary image storage for charting unless Client has purchased long-term storage services and licensing (e.g., CPDI, ImageAware Archive, etc.)

Non-Cerner Solutions. The managed services fees set forth in the "Solutions and Services" section of this Cerner System Schedule are based on the following scope of use limits for non-Cerner solutions:

Scope of Use Metric	Scope of Use Limit
Non-Cerner Solutions to be Remote Hosted	Direct

OTHER SCOPE LIMITS	
Scope of Use Metric	Scope of Use Limit
Dentr x	<p>Dentr x Concurrent Users:</p> <ul style="list-style-type: none"> 70 Concurrent Users <p>Doma ns:</p> <ul style="list-style-type: none"> (1) Product on Doma n (Non-Redundant) (1) Non-Product on Doma n (Non-Redundant) (1) D saster Recovery Doma n (Non-Redundant) <p>Other Assumpt ons:</p> <ul style="list-style-type: none"> Host ng serv ces w be prov ded us ng VM's, un ess the app cat on techn ca or resource requ rements necess tate use of a phys ca server. RHO Serv ces Fees nc ude Operat ng System and MS SQL Standard Database L cens ng. RHO serv ces fees do not nc ude L cens ed Software, Sub cens ed Software, L cens ed Software Support or ma ntenance re ated to the non-Cerner app cat ons. C ent w perform app cat on ma ntenance dut es as recommended by non-Cerner app cat on prov der (e.g. app cat on access, create/ma nta n batch queues, data/f e purg ng, custom forms/menus, custom tab es/objects, refresh/rep cat on tems, etc.), f app cab e. Cerner w ass st w th system eve tems f requ red. C ent s respons b e for purchas ng or prov d ng app cat on re ated serv ces for mp ementat on, system/data m grat ons, re ease upgrades or updates, consu t ng serv ces or support. Cerner w prov de bas c ass stance w th n t a nsta at on or m grat on of the app cat on to Cerner (e.g., oad med a, etc.). RHO fees nc ude nsta at on and techn ca support for up to 1 major app cat on re ease upgrade every 3 years dur ng the Term of the agreement. C ent w manage and mon tor nterfaces between app cat on and other systems; nc ud ng cyc ng systems (as needed), mod f cat ons of nterfaces and connect v ty to and from non-Cerner hosted app cat ons (as needed). Future mod f cat ons to the techn ca requ rements from the non-Cerner app cat on prov der (e.g., hardware p atform, storage, network, database, too s, etc.), may resu t n add tona host ng fees.

<p>RL6 Incident Management</p>	<p>RL6 Production Environment Configuration:</p> <ul style="list-style-type: none"> • (1) DB Server (2C/8 GB) (Windows and SQL Standard) • (1) Application Server (2C/8 GB) (Windows) • Critical Server capacity to support application access for up to (60) RL6 users • RL users will be counted as part of Client's Peak Concurrent Logon scope <p>RL6 Non-Production Environment Configuration:</p> <ul style="list-style-type: none"> • (1) DB & Application Server (2C/8 GB) (Windows and SQL Standard) • Critical Server capacity to support application access for up to (20) RL6 users • RL users will be counted as part of Client's Peak Concurrent Logon scope <p>Storage:</p> <ul style="list-style-type: none"> • (2.2) Terabyte total storage (Combined Production and Non-Production) <p>Other Assumptions:</p> <ul style="list-style-type: none"> • Hosting services will be provided using VMs, unless the application technical or resource requirements necessitate use of a physical server. • RHO Services Fees include Operating System and MS SQL Standard Database Licensing. • RHO services fees do not include Licensed Software, Sub-licensed Software, Licensed Software Support or maintenance related to the non-Cerner applications. • Client will perform application maintenance duties as recommended by non-Cerner application provider (e.g. application access, create/maintenance batch queues, data/file purging, custom forms/menus, custom tables/objects, refresh/replication items, etc.), if applicable. Cerner will assist with system events if required. • Client is responsible for purchasing or providing application related services for implementation, system/data migrations, release upgrades or updates, consulting services or support. Cerner will provide basic assistance with installation or migration of the application to Cerner (e.g., load media, etc.). • RHO fees include installation and technical support for up to 1 major application release upgrade every 3 years during the Term of the agreement. • Client will manage and monitor interfaces between application and other systems; including cycling systems (as needed), modification of interfaces and connectivity to and from non-Cerner hosted applications (as needed). • Future modifications to the technical requirements from the non-Cerner application provider (e.g., hardware platform, storage, network, database, tools, etc.), may result in additional hosting fees. <p>Client will allow Cerner to perform a security risk audit on non-Cerner applications hosted in the CTC. Client will also work with application provider to address and resolve any security vulnerabilities pertaining to non-Cerner applications hosted in the CTC. In the event Cerner identifies that a non-Cerner application poses a security risk to Cerner's data center, Cerner may suspend or limit use of such application. If security vulnerability is unable to be mitigated within a reasonable timeframe, Cerner will work with Client to identify an alternative hosting arrangement and RHO fees will be adjusted if applicable.</p> <ul style="list-style-type: none"> • Client will obtain necessary consent from third-party suppliers for Cerner to provide hosting services for non-Cerner applications.
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General Assumptions

- Managed services fees DO NOT include Licensed Software, Sub licensed Software, Licensed Software Support, Maintenance, or professional services. Cerner does provide the Layered Software needed to deliver core RHO services (e.g., OS, middleware etc.).
- Should there be a material increase to software technology requirements for hosting of non-Cerner software (e.g., hardware platform, storage, network, database, tools, etc.); additional fees shall apply.
- Should Cerner require application or Layered Software Support or services for non-Cerner software during a migration, release upgrade, update or fix, etc., Cerner is responsible for purchasing or providing the needed consulting support or services.
- Cerner is not responsible for delays or issues caused by:
 - o Cerner or non-Cerner hosted software on provider action or inaction
 - o Software to be migrated that is not on a current release of code or underlying technology
- Major release upgrades for non-Cerner software are available for an additional fee. Major release upgrades require written notice from Cerner, no less than 90 days prior to project kickoff.
- The process of migrating software to the CTC may involve scheduled downtime of such software.
- Cerner is not responsible for time related delays or issues caused by:
 - o Cerner or non-Cerner hosted software on provider action or inaction
 - o Software to be migrated that is not on a current release of code or underlying technology
 - o Security vulnerabilities associated with non-Cerner software

Disaster Recovery Services

Scope of Use Limits. The Managed Services Fees set forth in the "Software and Services" section of this Ordering Document are based on the following scope of use limits for **Disaster Recovery Services**

Scope of Use Metric	Scope of Use Limit
Recovery Time Objective (RTO)	<p>24 hour Recovery Time Objective (RTO) commitment includes a Production software that run on the Mainframe back-end servers. Additional remotely hosted software included in the Tier 1 RTO are the following:</p> <ul style="list-style-type: none"> • All Software that Run on the Mainframe Backend • P2 Sentinel (New data from DR system only. Historical data will be made available if required.) • Image Aware Virtual Archive • Dentrax
DR Service Scope Capacity	<p>DR Services capacity provided for in-scope DR Services software will be based on the RHO Peak Concurrent Logons and other software scope limits defined in the RHO Cerner System Schedule(s). (e.g. If RHO Peak Concurrent Logon scope limit is 1,200, DR capacity would be adequate to support this workload.)</p> <p>As contracted RHO scope limits are expanded for any in-scope DR Services software, DR Scope Expansion fees would apply as defined below.</p>
DR Test Activations	<p>Provide up to one (1) test activation per year (post implementation), at client request. The primary purpose and focus of a test activation is to validate core software functionality (Tier 1) of the DR software and the DR activation process. To minimize disruption of the end users, as well as ensuring continued availability of the DR software, a separate copy of the DR database will be created and used for the test activation. Test activations require at least 60 days advance notice. In the event Cerner and Cerner identify issues during the test activation that warrant a re-test, Cerner and Cerner will work together to reschedule an additional test activation. If the cause of the testing failure is the fault of Cerner, the subsequent retesting event will be performed at no additional fees and will not count towards the limit of test activations per year. If the cause of the testing failure is not due to the fault of Cerner, Cerner can request a subsequent retesting event for \$30,000.</p>
Disaster Recovery Services ("DR Services"):	<ul style="list-style-type: none"> • The DR system will be implemented in the alternate data center with an "N" configuration capable of supporting full production scope of users (.e. not redundant or H/A).

	<ul style="list-style-type: none"> • Unless otherwise specified, solutions purchased at a future date are excluded from the scope of DR services and will be addressed on a case by case basis. Any such additions to the scope of DR services will be documented in a Cerner System Schedule or Amendment. • Client site servers (e.g., Ascent Capture, 724 Access, client-site Bus, etc.) which have a data feed from base Millennium, will resume normal data flow once the base Millennium system is recovered. • Client site responsible for system validation testing and re-routing of Client site devices to DR system (e.g., DNS, Citrix, fat clients, interfaces, CPDI scanning workstations, etc.) • The estimated Recovery Point Objective (RPO) for a contracted Disaster Recovery solution is up to 15 minutes of data loss, unless otherwise noted. The Dentrax RPO will be up to 1 hour of data loss.
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Telco-Connectivity (CTC to Client Site)

- 2 WAN circuits (1 primary and 1 secondary communications circuit).
- Both communications circuits assumed to terminate to a single point of demarcation defined by Client.
- Additonal fees apply for additonal circuits, routers, demarcations or demarcation changes.
- Client site responsible for connecting client network to the commercial available point of demarcation, including extending Client network to demarcation point as necessary. Client site responsible for the cost of any additonal circuit requirements, extended demarcations, or circuit relocations.
- Circuits are sized to support the solutions and concurrent Users including printing, interface traffic, and Cerner-owned on-site Equipment set forth in the scope of use matrix table in this Cerner System Schedule. Additonal fees may apply if circuits are utilized for other purposes (e.g. maintain external database(s) or Data warehouse(s) at Client site(s).

CONFIGURATION/SETUP DESCRIPTION

RHO services include the configuration and setup of the network infrastructure required for work to begin on Client's project. These tasks include but are not limited to the following:

- Project review and planning
- Computing System configuration and solution scope review
- Order, receive, and set up hardware required to run Computing System
- Order, receive, and set up connectivity required for Client connection to CTC
- Install applicable Sub-licensed Software and licensed Cerner software
- Provide Computing System access to Client and Cerner project team

Setup also includes installation of the following tools to assist with the management and monitoring of the Computing System(s):

- **WTS Location Toolkit** is a suite of tools that manages and maintains machine-specific values on Windows Terminal Server (WTS) systems running Citrix. WTS Toolkit also controls the location codes for Millennium solutions, Windows default printers, and other general maintenance functions.
- **Olympus Threshold and Alerting** is a system management and monitoring tool used to manage Cerner's Millennium environment. Olympus Threshold and Alerting can proactively detect dead services, service backups, and other issues that could cause solution response time issues leading to potential disruptions in system availability.
- **High Availability (HA) Toolkit** is a collection of Cerner-developed scripts and configuration settings used on production systems that assist in the failover of the Cerner Millennium Licensed Software in the event of a hardware or database failure to secondary servers/services.

As part of the one-time setup and configuration fee, Client will also receive a non-exclusive, nontransferable license to use the above tools in operation support of the Computing System. In the event of termination of this Ordering Document, Client will continue to have a license for these tools for use in support of the System, and any fees for installation, training, and maintenance in connection with these tools will apply.

RHO SCOPE OF SERVICES

RHO services include the servers, Layered Software, monitoring and management, hardware infrastructure, network infrastructure, Cerner-provided WAN components, storage and backups, security controls, and data center infrastructure required by Cerner to host the System as set forth in this Ordering Document. Established programs and best-practice technology frameworks include the following:

Information Security Program

Cerner will maintain a comprehensive, written information security program that contains administrative, technical and physical safeguards that are appropriate for Cerner's business. Cerner utilizes multiple overlapping security applications or countermeasures to provide the highest level of security for hosted systems. The CTC networks and systems are designed to meet or exceed the HIPAA security standards required for the hosting of PHI. Cerner's security program is designed to:

- Protect the confidentiality, integrity, and availability of Client data in Cerner's possession or control;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Client data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Client data;
- Protect against accidental loss or destruction of, or damage to, Client data; and
- Safeguard information as set forth in any local, state or federal regulations by which Cerner may be regulated.

IT Management and Administration

Cerner will utilize the following administrative functions in the performance of its duties and coordinate appropriate items with the Client's change management process:

- Change Management – Cerner follows ITIL-based strict change management procedures for production system management. Changes are communicated and activities are coordinated with the Client based upon potential impact. Where a Cerner-initiated change is documented and reviewed by Client, routine (non-impacting) changes required for daily operations will have little or no notification. Changes that have a potential for impact to production system operations will be communicated to Client in advance and must always be approved by Client prior to implementation. Emergency changes will only take place upon imminent, severe impact to Client production system and may not receive advance notice.
- Problem / Incident Management – visible to the Client anytime via Cerner's electronic service (eService) portal, this is the chronological record of activities used to document a such issues. Note: critical/severe impact issues must be communicated via phone to Cerner's Immediate Response Center (IRC).
- IT Service Management – CWx and Client will engage in routine meetings to discuss: a) Production system events and general maintenance requirements, b) Non-Production Domain events, project activity schedules and associated Domain requirements, c) hosting technology roadmap planning, and d) general service items. Service activity reports will be provided to assist with routine discussions. Reports will include Production system key items, project related items, and other system maintenance activities.
- Monthly System Availability & Service Reporting – these are reports that provide system availability and service statistics, and any major Production system improvement items communicated/implemented.
- CWx Executive Leadership Engagement – to be utilized by either party where escalated visibility to urgent issues is needed.

CWx will require Client interaction for various items included in the Responsibility Tables below. Client will identify one or more individual(s) responsible to coordinate communication and coordinate with the Client organization and identify persons who are able to make operating decisions on joint tasks. Client will also designate an individual for executive-level interactions including escalations, strategies, approvals and decisions as needed and upon request by CWx. Cerner will be available for contact 24 hours per day, 7 days per week, 365 days per year (24x7x365) through Cerner's Immediate Response Center (IRC) as well as during scheduled planning, coordination and change events.

The following tables set forth the responsibilities of Cerner and Client regarding the RHO scope of services. Each party agrees to perform the respective responsibilities, as set forth in the tables below.

Cerner Technology Center

CTC for Cerner and Non-Cerner Solutions. The CTCs are Data Center facilities intended to provide uninterrupted power and service for Cerner hosted clients. Each CTC is designed to significantly reduce downtime and operate under supervision on 24 hours per day, 7 days per week ("24 x 7"), every day of the year.

NO.	TABLE 1: Facility Responsibility Description	Cerner RHO	Client
1.1	CTC Facility Operations		
1.1.1	Provide the CTC facility space, cooling, power, and management required to provide the defined hosting services	X	
1.1.2	Provide and manage the CTC shared infrastructure components required to provide hosting services (e.g., CTC network infrastructure, antivirus management, etc.)	X	
1.1.3	Provide CTC facilities management, environmental monitoring, security measures and controls, and two-factor authentication for physical access to high security areas based on role requirements	X	
1.1.4	Provide appropriate rack space, UPS/temperature-controlled environment, and physical security for Cerner-owned hardware that is located at Client site(s). Note: Two separate power circuits are required for Cerner provided hardware.		X

Network Operations

Network Operations for Cerner and Non-Cerner Solutions. As part of the RHO services, Cerner will be responsible to provide and manage the network connectivity between the hosted services in the CTC and Client network (up to the Internet if applicable) as defined in the scope assumptions set forth in this Cerner System Schedule. The Cerner and Client networks will work in unison to complete the application delivery to Users.

CTC Network. The CTC network includes the Equipment, support, and monitoring of connectivity within the CTC up to the Cerner-provided WAN or Internet connection.

Cerner Provided WAN Communications. WAN communications includes circuits, termination Equipment, and operating support between the CTC network and Client site. Provisioning of the Cerner-provided circuit(s) will follow best practice to maximize existing commercial availability physical circuit diversity at the time of implementation to the Client premise point of demarcation, without material additional costs to Cerner. This practice does not provide a guarantee for complete physical diversity. Client shall provide address of demarcation to Cerner as soon as can be defined (it is recommended this not exceed 10 days after the Effective Date of this Cerner System Schedule). The Cerner-provided circuit(s) will be sized for the solutions to be hosted in accordance with Cerner best practices for appropriate bandwidth, quality of service, and responsiveness. A circuit provisioning and management will be the responsibility of Cerner in conjunction with Cerner's communications partners. Responsibility related to any applications utilizing Internet connectivity end at Cerner's Internet Service Provider (ISP).

Client Provided LAN/WAN. Client LAN/WAN will consist of any communications circuits, WAN termination Equipment, and LAN Equipment not provided by Cerner, including connection from the Cerner-provided WAN circuits to the Users at a location. Responsibility for applications utilizing Internet connectivity includes Client ISP.

No.	Table 2: Network Operations Responsibility Description	Cerner RHO	Client
2.1	CTC Network Operations		
2.1.1	Provide, monitor, and manage all required network Equipment within the CTC, such as routers, switches, load balancers, and consoles	X	
2.1.2	24 x 7 x 365 CTC network connectivity support	X	
2.2	Cerner-provided WAN Communications Network Operations		
2.2.1	Provide, monitor, and manage communications circuit(s) (TCP/IP protocol only) from the CTC to Client point of demarcation	X	
2.2.2	Provide and manage Equipment to terminate and secure the Cerner-provided WAN connection between the CTC and Client demarcation (e.g. routers, switches, out-of-band management, and firewall Equipment)	X	
2.2.3	Analogue (POTS) line for out-of-band management of WAN termination Equipment by a means other than the provisioned WAN circuits. This grants access to the Cerner-provided Equipment only and not to Client LAN or Equipment.		X

2.2.4	Connect Client network to the point of demarcation, (e.g. additional circuit requirements, demarcation extensions, or circuit relocations.)		X
2.3	Client LAN/WAN Operations		
2.3.1	Provide, install, configure, manage, and support the HHSC Client LAN/WAN circuits, Equipment (e.g. routers, switches, firewalls, etc.), and supporting infrastructure that connects from Cerner-provided circuit(s) to a end users, printers, foreign systems, medical devices, and other Client owned and Cerner-provided Equipment		X
2.3.2	Identification and resolution of a issues within the Client LAN/WAN and related Equipment. (Upon request by Client, Cerner will assist in the identification of network issues affecting delivery of RHO services to Users, regardless of the origin. With prior Client approval, Cerner may charge for time, materials, travel, and related expenses involved in resolving problems found to be in the Client network.)		X
2.3.3	Provide VPN access to off-site remote Users.		X
2.4	Internet access to CTC		
2.4.1	Provide access to the CTC external web interface via the Internet for occasional access by Client Users. Cerner does not warrant issues related to Internet availability or performance. These issues will not be considered in the system availability calculations.	X	
2.4.2	Provide access instructions and password to external web interface (if requested)	X	

Equipment and Layered Software Provisioning and Acquisition for Cerner and Non-Cerner Solutions. As part of the RHO services, Cerner will provide servers, storage, and Layered Software required to Support the Remote Hosting Services defined in this Scope.

No.	Table 3: Equipment and Layered Software Acquisition and Provisioning	Cerner RHO	Client
3.1	Computing System		
3.1.1	Provide Computing Systems consisting of CPU, memory, and data storage required to provide the RHO services (includes Cerner-owned hardware located at Client site)	X	
3.1.2	Provide systems and tools required to manage, monitor, and secure Computing Systems	X	
3.1.3	Provide systems required for end user access to Client network (e.g. network authentication, web browser, etc.)		X
3.1.4	Provide systems required (e.g., Domain Controllers) for explicit logon authentication in order to support communication with Client Active Directory Services	X	
3.1.5	Selection, procurement, configuration, management and support of Client site peripheral technologies (e.g., workstations, printers, scanners, barcode scanners, hand-held devices, etc.). Vended devices can be found on www.cerner.com .		X
3.2	Cerner-owned hardware located at Client site		
3.2.1	Provide physical assistance for installing and supporting the Cerner-owned hardware located at Client site (e.g., receiving, unpacking, racking, power/network connection). This item includes the networking equipment required to establish connectivity from Client to CTC.		X
3.2.2	Grant network access to enable Cerner to remotely manage the hardware		X
3.2.3	Provide Client contact and physical access to facilities for field service personnel (if needed)		X
3.3	Layered Software		
3.3.1	Operating system (OS) software, layered (C/C++, etc.) software, and database licenses/sub licenses required to provide the RHO services	X	
3.3.2	Layered Software licenses/sub licenses required to provide the RHO services for Cerner solutions and non-Cerner applications. (e.g., C/C++, SQL, etc.)	X	
3.3.3	Adequate OS and software licenses for non-Cerner products hosted at Client location on Client-owned end user systems, workstations/laptops, and other devices being used to augment hosted solutions.		X

Computing Systems Management for Cerner and Non-Cerner Solutions. As part of the RHO services, Cerner will provide Systems management services for the management, security, and performance of the Computing Systems required to operate the Licensed Software.

No.	Table 4: Computing Systems Management Responsibility Description	Cerner RHO	Client
4.1	Systems Management and Monitoring		
4.1.1	Monitor and maintain Computing Systems as required to maintain System health, security, availability, capacity, and storage (includes routine server reboots)	X	
4.1.2	Perform system tuning, review available resources, and modify OS parameters as needed	X	
4.1.3	Perform routine system and database backups and store backup files in a manner that will protect the confidentiality of the data	X	
4.1.4	Perform Computing System day/night savings time management activities	X	
4.1.5	Install and configure Microsoft Product on System for reporting to Cerner's Lights On Network System	X	
4.1.6	Perform Domain refresh/maintenance of Non-Product on Domains as needed (if applicable)	X	
4.1.7	Timey review and implementation of CernerWorks Product on Improvement system updates as recommended by Cerner for optimal system stability and performance.		X
4.2	Layered Software Management and Monitoring		
4.2.1	Provide administration and monitoring of Layered Software (e.g., IBM WebSphere MQ, Ctrix, SQL, etc.)	X	
4.2.2	Provide Layered Software technical support for patch installs and release updates/upgrades	X	
4.2.3	Perform technical troubleshooting and support of Layered Software	X	
4.3	System Security Administration		
4.3.1	Implement and monitor network intrusion and virus prevention/detection systems throughout the CTC network and Computing Systems as required. All such systems will be routinely reviewed and updated as appropriate to ensure HIPAA security standards are being met.	X	
4.3.2	Implement and monitor network intrusion and virus prevention/detection systems throughout Client LAN and client owned devices		X
4.3.3	Provide corporate IT security leadership to enforce security procedures and resolve issues. Assist Client with security incident management.	X	
4.3.4	Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Client data.	X	
4.3.5	Allow for the timely implementation of security patches on all systems to maintain the highest levels of security in accordance with the associated security risks for protecting systems and PHI		X
4.3.6	Assign and manage end user accounts for access to Cerner solutions or other peripherals as needed to ensure personnel have appropriate access. Perform access controls as required by Client policy or regulatory requirements.		X
4.3.7	Provide system administration for the Domain Controllers located at CTC (includes desktop server monitoring)		X
4.3.8	Creation and maintenance for all User groups within the Client's Active Directory Domain. Maintenance includes group membership and other security controls for end users.		X
4.3.9	Provide Cerner an account to access Domain Controllers for the purpose of managing anti-virus monitoring agents and potential virus threats only. In the event of a virus detection, Cerner will utilize the account to isolate any security risks to Client systems located at CTC. Should the Client not make the account available to Cerner, Cerner will notify Client and the affected server(s) may be temporarily suspended until such risks are mitigated.		X
4.4	Database Administration		
4.4.1	Monitor and maintain database health, availability, and performance	X	
4.4.2	Monitor and maintain database storage requirements (e.g., table spaces, extent usage, etc.)	X	

4.4.3	Manage database user access (e.g., user accounts and privileges). Cerner will obtain Client approvals as necessary.	X	
4.4.4	Perform technical work on database required to support patch installs and database upgrades	X	
4.4.5	Perform technical troubleshooting and support of database	X	
4.4.6	Monitor and manage the database backups and log files to ensure database recovery can be performed if needed	X	

Applications Management for Cerner and Non-Cerner Solutions. Cerner will provide technical support for the management of the Mennum solutions. For Non-Cerner application related responsibilities, also refer to the General Assumptions terms noted in the "Non-Cerner Applications to be hosted" section above.

No.	Table 5: Applications Management Responsibility Description	Cerner RHO	Client
5.1	Application Service Package Management		
5.1.1	Request installation of Service Packages (software updates/fixes) and New Releases. Monitor software notifications (e.g., flashes, advisories, bulletins, etc.) for critical issues to keep System at a supportable level.		X
5.1.2	Upon Client HHSC request, installation of Service Packages (software updates/fixes) and New Releases; perform technical special instructions	X	
5.1.3	Perform Service Package application special instructions and testing as required		X
5.1.4	Perform, monitor, and manage occasional installations of the application(s) on Client devices as applicable (e.g. "thick" Client installation)		X
5.2	Application Operations		
5.2.1	Monitor and cycle application services for appropriate instance number and ups/downs	X	
5.2.2	Monitor and manage chart and Remote Report Distribution (RRD) functions and application services to ensure successful completion		X
5.2.3	Monitor RRD environment (e.g., analog connectivity, modem status and power, etc.)		X
5.2.4	Utilize Mennum OPS View Scheduler/Monitor to set purge criteria for available solution purge templates (provided by Cerner) based on appropriate Client-specific configuration; schedule purge jobs to run in Operations (e.g., temporary data tables such as completed medical device interface and foreign system interface transactions).		X
5.2.5	Maintain contents of Windows Terminal Server (WTS) locations database		X
5.2.6	Perform event code/event set data changes as required		X
5.2.7	Build, monitor, maintain, resubmit, and/or reroute any failed Mennum Operations and/or print jobs. (Cerner will assist with troubleshooting failed jobs if needed)		X
5.2.8	Create, monitor, maintain, and tune any custom scripts developed by Client or Client agent (e.g., CCL, MPages)		X
5.2.9	Perform application everyday night savings time management and test activities as required		X
5.2.10	Application testing/validation, customization, training end users, etc.		X
5.3	Interface Operations Interfaces include both Medical Device Interfaces (MDI) and Foreign System Interfaces (FSI) that reside on the system. All FSI and MDI interfaces will connect via Client provided LAN/WAN into the Cerner provided WAN circuit(s).		
5.3.1	Monitor system transaction queues for pending or failed transactions	X	
5.3.2	Review pending or failed transactions for proper status and determination; resubmit transactions as needed		X
5.3.3	Monitor and cycle (as required) outbound interface servers	X	
5.3.4	Monitor and cycle (as required) inbound interface servers to establish connections to foreign systems (Cerner is not able to monitor inbound transaction gateways from foreign systems)	X	
5.3.5	Ensure inbound transaction gateway for foreign systems are operational		X
5.3.6	Notify by phone, Cerner's IRC when cycling interfaces or of known disruptions in service		X

Disaster Recovery (DR) Services. The Cerner Technology Center consists of multiple data centers with redundant telecommunications links. The associated fees cover the support, hardware, telecommunications, infrastructure, and facility costs required to set up and maintain Disaster Recovery capabilities at an alternate data center location. Cerner reserves its Business Resilience Program for defined goals, standards, and a framework for business continuity processes.

Cerner agrees that upon request of HHSC, Cerner shall within 10 business days of the receipt of such request, provide copies of its most recent Business Resilience Program document. Post implementation of the DR environment, Cerner shall within 10 business days of the request, provide a copy of the HHSC system specific disaster recovery plans in accordance with the scope of services noted herein.

Setup and Maintenance of steady state DR System. Cerner will develop and maintain a disaster recovery plan and configure the alternate data center, hardware, network and related components to successfully activate the Product on Domain within the RTO defined in the scope of use assumptions, excluding Client Responsibilities.

Disaster Mode Activation. When a Disaster is declared, Client's Product on Domain included in the scope of services will be made available in an alternate data center utilizing the Disaster Recovery (DR) Services as described in this Cerner System Schedule.

Recovery of Organizational Product on System. Cerner and Client will meet to discuss the steps required to re-establish functionality of the Client's organizational product on system in the primary data center or an alternate data center in an N+1 (redundant) environment (e.g. restoration of the Storage Area Network, High Availability, connectivity, etc.). Cerner's ability to determine the timing of this event will be dependent on the severity of the disaster. Cerner will use a reasonable effort to re-establish the Client's organizational product on system as soon as possible, followed by non-product on systems.

No.	Table 6: Disaster Recovery Services Responsibility Description	Cerner RHO	Client
6.1	Set up of DR System		
6.1.1	Establish back-up services to provide recovery between the primary product on Cerner Technology Center (CTC) and the alternate data center.	X	
6.1.2	Establish WAN connectivity between the Cerner Technology Centers and the Client site (if not already established)	X	
6.1.3	Procure, implement and manage required hardware to support Client's DR solution at an alternate data center: <ul style="list-style-type: none"> • Backend application node • Backend database node • Disk space for Product on recovery • Client servers • Client servers Other servers required for in-scope solution(s)	X	
6.1.4	Complete successful test of the DR environment (application for Hot Site DR services only)	X	X
6.2	Ongoing Maintenance		
6.2.1	Manage and maintain DR configuration at an alternate data center	X	
6.2.2	Monitor the DR solution for continued successful data/code synchronization and backups (application for Hot Site DR services only)	X	
6.2.3	Perform ongoing capacity analysis to ensure "N" configuration at DR location supports product on scope of users (application for Hot Site DR services only)	X	
6.2.4	Upgrade DR configuration at the alternate data center as needed to accommodate system configuration changes made to Product on system (e.g. Oracle upgrades, OS upgrades and migrations, etc.) (as application)	X	
6.2.5	Provide timely communication with respect to Product on system changes and updates that may have an end-user impact	X	X
6.2.6	Perform system validation and test solution functionality as needed (application for Hot Site DR services only)		X
6.3	Disaster Mode Activation		
6.3.1	Situation assessment and disaster declaration	X	X
6.3.2	Prepare DR system hardware capacity by shutting down Non-Product on Domains (if application)	X	

6.3.3	Reconfigure application, database, Citrix servers, and other application servers, as Product on servers (if applicable)	X	
6.3.4	Configure, activate and validate systems <ul style="list-style-type: none"> • Activate Product on Domain on DR backend application and database nodes • Activate DR database for use (or restore if applicable) • Activate front-end code warehouse and related components (or restore if applicable) • Configure additional Citrix servers (if applicable) • Configure Chart Servers • Configure other front-end servers (if applicable) • Reroute interfaces, printers, etc. 	X	
6.3.5	Re-route Client-side devices to DR system (e.g., DNS, Citrix, file contents, interfaces, CPDI scanning workstations, etc.)		X
6.3.6	Turn over system to client for validation	X	
6.3.7	Perform regression test on the DR system to verify successful recovery of the system.		X
6.3.8	Allow users on the system	X	X

COMPLIANCE REVIEWS AND AUDITS

Compliance Reviews. The scope of the RHO services set forth in this Scope is based on applicable federal laws and regulations in effect on the Effective Date of this Cerner System Schedule. New federal laws and regulations, including, but not limited to, U.S. Food and Drug Administration regulations and U.S. Centers for Medicare & Medicaid Services regulations may arise during the Term of the RHO services that require compliance by Cerner and/or Client. As a result of compliance, Cerner and/or Client may require changes to existing technology or the implementation of new technology (e.g., hardware, storage, network, database, tools, etc.). Cerner and Client will periodically review and evaluate new federal laws and regulations to determine the overall impact to Cerner's provision of the RHO services. Compliance method(s) for any changes to the RHO services to comply with the new federal laws and regulations shall be implemented at Cerner's sole discretion and cost (subject to the roles and responsibilities outlined in this Cerner System Schedule). In the event such changes will result in Cerner incurring additional material costs, Cerner will work with Client to identify commercially reasonable options for Cerner to continue to provide the RHO services, including any resulting changes to the managed services fees. If the parties are unable to mutually agree within 60 days, Cerner and Client will discuss the risk and/or impact to Cerner and Client in non-compliance. If Cerner determines that it is not feasible to continue with the remote hosting relationship, Cerner will work with Client to identify an alternate hosting solution for Client. Upon transition to an alternate hosting solution, Cerner's obligations under this Cerner System Schedule shall terminate and Cerner shall have no further liability to Client.

Audits. Upon written notice from Client to Cerner's Director of Regulatory Affairs, Cerner will permit access to the CTC and processing environment for Client's auditors and/or an independent auditor retained by Client. Client will provide Cerner's Director of Regulatory Affairs an audit agenda two weeks prior to audit date. Any such audit conducted by Client auditors and/or an independent auditor retained by Client shall be limited to 1 audit per calendar year or as needed to comply with regulatory state and/or federal requirements. Cerner shall provide reasonable support and assistance during any such audit(s) to include preparation, pre-audit events, and 1 business day of physical CTC access. Cerner will conduct a periodic independent audit (using an internal or external agent) of the CTC operating environment in accordance with applicable standards. Questions regarding CTC audits should be directed to Cerner's Director of Regulatory Affairs.

RHO SERVICES COMMITMENT

System Availability Commitment

If the monthly system availability (as calculated below) for the RHO services fails to be on the targets defined in the tables below, and HHSC's current in paying a managed services fees and operating within the scope of use limits set forth in this Scope, Cerner will provide a credit toward HHSC next month's managed services fees to account for the downtime. The appropriate credit percentage will be determined based on the following table.

System Availability % for Cerner Solutions	% of Monthly Managed Services Fees Credited
Less than 99.0% and greater than or equal to 98.0%	\$3,042

Less than 98.0% and greater than or equal to 95.0%	\$6,083
Less than 95.0%	\$12,167

System Availability % for Non-Cerner Solutions	% of Monthly RHO Services Fees for Non-Cerner Solutions Credited
Less than 98.0% and greater than or equal to 97.0%	\$125
Less than 97.0% and greater than or equal to 95.0%	\$250
Less than 95.0%	\$500

System Availability Calculation Formula

System availability will be calculated monthly during the Term using the following formula (and will be rounded to the nearest one-tenth of a percentage point):

- System availability = [(Base Time – Unscheduled Downtime) / (Base Time)] x 100
 - o “Base Time” equals the product of the number of days in the applicable month multiplied by 24 hours multiplied by 60 minutes.
 - o “Unscheduled Downtime” equals the time (in minutes) during which the production Computing System is not operating during a Steady State (excluding “Scheduled Downtime” and time where the failure is caused by HHSC improper action, omission, or failure with regard to an area for which HHSC is responsible) from the CTC up to the WAN point of demarcation (e.g. Cerner supplied router/firewall) based on the methodology documented below. Determination of Unscheduled Downtime will be a mutual decision between HHSC and Cerner.
 - o “Scheduled Downtime” equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, OS, network, database, application software maintenance, repair, upgrades, and updates. Cerner will work with HHSC to determine and use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the System such as the project implementation phase, adding new products, upgrading products, etc.
- Cerner shall not be liable for any Scheduled or Unscheduled Downtime related to the following and a such downtime will not be included in the System availability calculation: () downtime related to a third party software (i.e., code that has not been made generally available), () downtime related to failures of non-Cerner hosted solutions, and () downtime caused by HHSC action or inaction.

Audits of Unscheduled Downtime. HHSC is permitted to audit the Unscheduled Downtime based on the methodology established below. Cerner agrees to cooperate with Client in connection with any audit of the Unscheduled Downtime. This audit must take place within 30 days of the applicable month end.

Effect of Service Packages. Cerner recommends that HHSC implement, in a timely manner, the Service Packages (including New Releases) provided to HHSC by Cerner on a periodic basis. Cerner will advise HHSC regarding Service Packages that may enhance performance and availability and will advise HHSC of the advantages of implementing the Service Packages as well as the implications of electing not to implement the Service Packages. Cerner will perform the technical requirements needed for HHSC to use the Service Packages that HHSC elects to implement as part of the managed services fees. HHSC and Cerner will work together to establish an implementation schedule for the Service Packages. If, after Cerner has provided notice to HHSC that the System’s performance and/or availability will be adversely affected if HHSC elects not to implement the required Service Package(s) within 90 days, HHSC waives its right to any credits set forth above until HHSC implements the required Service Packages.

Effect of Layered Software and System Settings. HHSC must allow Cerner to implement the latest Cerner-Supported Layered Software versions (e.g., DBMS, OS, etc.), patches, and recommended system settings within 6 months of the communication from Cerner. Cerner will advise HHSC regarding Layered Software configuration (e.g., database, OS, etc.) and System setting enhancements and will advise HHSC of the advantages of implementing the configuration and enhancements as well as the implications of electing not to implement the configuration and enhancements. Cerner will perform the technical requirements needed for HHSC to use the enhancements that HHSC elects to implement as part of the managed services fees. HHSC and Cerner will work together to establish an implementation schedule for the enhancements. If, after Cerner has provided notice to HHSC that the Computing System’s performance and/or availability will be adversely affected if HHSC elects not to implement the required configuration and enhancements noted above, HHSC waives its right to any credits set forth above until HHSC implements the required configuration and enhancements.

Effect of Scope Use. HHSC agrees that Cerner will not guarantee performance or availability when Client is operating beyond scope of use limits, and waives any credits set forth above until HHSC is in compliance. When an increase to Computing System capacity is required (e.g., Peak Concurrent Logons, solutions, hardware, etc.), Cerner will begin the work to effect the

changes once HHSC executes a new Cerner System Schedule to expand the scope of use mts, and penalty credits will resume upon completion of such work.

Effect of System Stabilization Period. The System will be considered in a System stabilization period during the 72-hour window following the First Productive Use and following a Major System Change (the "System Stabilization Period"). During a System Stabilization Period, changes to the System may be required to achieve optimal performance; Unscheduled Downtime or Scheduled Downtime minutes do not apply.

Effect of Sout on Provider Action or Inaction. If Cerner encounters a system issue related to a hosted non-Cerner Sout on outside of Sout on provider's contracted support hours, and Sout on provider's assistance is required to address the issue, Cerner will begin steps to address the issue when Sout on provider's availability assistance. This time will be excluded from downtime calculations. If Sout on provider's assistance is required to address an issue occurring within Sout on provider's contracted support hours and Sout on provider declines to engage directly with Cerner, any resulting delay will be excluded from downtime calculation. Issues primarily caused by Sout on provider will be excluded from penalty credit calculations.

Measuring System Availability. Equipment, network routers, switches, circuits, OS, and Layered Software provided by Cerner will be monitored using automated monitoring tools. In addition, call center logs will be checked that show a resolution relating to System Availability issues. For purposes of tracking downtime duration, the Unscheduled Downtime will begin at the time at which the impact is clearly identified by HHSC and communicated to *CernerWorks* via a live telephone conversation. Unscheduled downtime ends at the point in time when Users have the ability to access and use the product on system.

TRADEMARKS

The following registered trademarks are referenced in this Cerner System Schedule.

- **Millennium®** is a registered trademark of Cerner, and/or one or more of its subsidiaries.
- **Oracle®** is a registered trademark of Oracle and/or one or more of its subsidiaries.
- **Citrix®** is a registered trademark of Citrix Systems, Inc. and/or one or more of its subsidiaries.
- **Citrix Metaframe®** is a registered trademark of Citrix Systems, Inc. and/or one or more of its subsidiaries.
- **Microsoft, Excel®, and Access™** are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.

EXHIBIT E**FEES AND SCOPE OF USE EXPANSION TABLES****1. Designated Facility.** Facility where the solutions will reside:

Name	Address	City	State/ Province	Zip/Postal Code	Country
Cerner Data Center	2800 Rockcreek Parkway	Kansas City	MO	64111	USA

2. Permitted Facilities. For use and access by the facilities included but not limited to the list below. HHSC may use and access the solution in additional facilities.

Name	Address	City	State/ Province	Zip/Postal Code	Country
Health and Human Services Commission	4900 N. Lamar Blvd.	Austin	TX	78751	USA
Abilene State Supported Living Center	2501 Maple St.	Abilene	TX	79602 5058	USA
Austin State Supported Living Center	2203 W. 35th St.	Austin	TX	78703 1203	USA
Corpus Christi State Supported Living Center	902 Airport Road	Corpus Christi	TX	78405 3513	USA
Denton State Supported Living Center	3980 State School Road	Denton	TX	76210 8823	USA
E Paso State Supported Living Center	6700 Delta Drive	E Paso	TX	79905 5506	USA
Lubbock State Supported Living Center	3401 N. University Ave.	Lubbock	TX	79415 1734	USA
Lufkin State Supported Living Center	6844 N. U.S. Highway 69	Poek	TX	75969 4548	USA
Mexico State Supported Living Center	600 N. Highway 171	Mexico	TX	76667	USA
Richmond State Supported Living Center	2100 Preston St.	Richmond	TX	77469 1419	USA
San Antonio State Supported Living Center	10950 U.S. Highway 87 N	Carlsbad	TX	76934	USA
San Antonio State Supported Living Center	6711 New Braunfels Ave., Suite 500	San Antonio	TX	78223 3004	USA

3. Fixed Technology Fees Payment Table

The parties agree that the payment table below represents the Fee Amounts and Invoice Dates associated with the services, licenses, solutions, hardware contained in this agreement and are subject to section 4.1 of this agreement. The fees may increase on an annual basis due to the changes in the All Items Consumer Price Index for a Urban Consumer; United States City Average ("CPI"). Cerner may increase the third-party fees at any time during the term if a Cerner third party increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party.

Fixed Technology Fees Payment Table	
Due Date	Payment
9/1/19	\$2,349,999.86
1/1/20	\$2,349,999.86
5/1/20	\$2,349,999.86
9/1/20	\$2,467,500.00
1/1/21	\$2,467,500.00
5/1/21	\$2,467,500.00
9/1/21	\$2,714,250.00
1/1/22	\$2,714,250.00
5/1/22	\$2,714,250.00
9/1/22	\$2,877,105.00
1/1/23	\$2,877,105.00
5/1/23	\$2,877,105.00

9/1/23	\$2,978,799.00
1/1/24	\$2,978,799.00
5/1/24	\$2,978,799.00
Total	\$40,162,962

4. Scope of Use Expansion

SCOPE OF USE EXPANSION – LICENSED SOFTWARE, SUBLICENSSED SOFTWARE.					
If a scope of use m t s exceeded, C ent agrees to pay the add tiona fees be ow, wh ch are va d for two (2) years after the Effect ve Date, and thereafter ncrease at a rate of fve percent (5%) per year					
Solution Description	Scope of Use Metric	Extending Scope of Use Limit by	Additional One-Time Fee	Additional Monthly Support Fees	Additional Monthly Fees
Care Management, Cerner Pro v s on ng, Cerner CMT (Enterpr sew de), D scern CCL Products, P2Sent ne , Mpages, PharmNet, PowerChart, ADE Advanced, Med Source Patent Spec f c, Executab e Know edge Foundat on, Extended Care, Cerner Schedu ng Management, Infect on Contro	Peak Concurrent Logons	10	\$65,960	\$990	\$42
Ambu atory Content Package, Med Source Foundat on for Ambu atory, PowerNote Content for Ambu atory, Cerner CMT (Ambu atory), Executab e Know edge Foundat on Ambu atory, Cerner Ambu atory, Cerner ePrescr be Package, ExtCare - Phys c an/Ambu atory	Prov ders	5			\$300
Behav ora Hea th (Inpat ent)	Behav ora Hea th Beds	30			\$450
EK for Rehab (Rehab Hosp ta) - Outpat ent	Rehab Ambu atory V s ts	200			\$38
CareTracker DD	Deve opmenta y D sab ed Bed	355			\$1,130
Cerner D rect HISP - Cerner LTC, Cerner Exchange - LTC	Fac tes	1	\$1,500		\$122
Cerner Resonance - Non Cerner - Cerner LTC	Connect on	1	\$1,000		\$10

Scope of use w be measured per od ca y by Cerner's system too s, or, for metr cs that cannot be measured by system too s or obta ned through the Amer can Hosp ta Assoc at on (e.g. FTEs or ocat ons), C ent w prov de the re evant nformat on (nc ud ng records to ver fy the nformat on) to Cerner at east one (1) t me(s) per year. C ent agrees that f an event occurs that w affect C ent's scope of use (such as acqu s t on of a new hosp ta or other new fac ty), C ent w prompt y not fy Cerner n wr tng of such event no ater than th rty (30) days fo ow ng the effect ve date of such event so that C ent's scope of use can be rev ewed.

Any add tiona fees due under th s Sect on w be payab e w th n th rty (30) days fo ow ng C ent s rece pt of an nvo ce for such fees. Any add tiona month y fees w beg n on the date the mt was exceeded, and pa d annua y (pro-rated for any part a month).

SCOPE OF USE EXPANSION – REMOTE HOSTING SERVICE

Cerner Solutions. In the event a scope of use mt set forth n the “Scope of Use L m ts” sect on of th s Scope s exceeded, C ent agrees to expand the scope of use and pay the add tiona managed serv ces fees set forth be ow for the app cab e scope mt that has been exceeded.

Scope of Use Metric	Extending Scope of Use Limit By	Additional One-Time Fees	Additional Monthly Fees
Peak Concurrent Logons* *Expans on pr c ng nc udes expans on of Peak Concurrent Logons for D saster Recovery	(10)	\$0	\$2,500
Dentr x Peak Concurrent Logons* *Expans on pr c ng nc udes expans on of Dentr x Peak Concurrent Logons for D saster Recovery	(10)	\$0	\$300
C n ca Report ng XR Image Storage (. e. storage n excess of 30 days of mages)	(100) G gabytes	\$0	\$100
Image Aware V rtua Arch ve Images added every twe ve months	(100) G gabytes of mages added every twe ve months	\$0	\$400
P2 Sent ne	(1) Server	\$0	\$400
P2 Sent ne Storage	(100) G gabytes of D sk Storage	\$0	\$100
Mock Upgrades	(1)	\$50,000	N/A
Non-Product on Doma ns** (fu copy of product on database, e.g. mock doma n)	(1)	\$0	\$15,000
Non-Product on Doma ns** (reference Data on y, e.g. demo, tra n, bu d, etc.)	(1)	\$0	\$5,000

A Pr ces are n US Do ar (USD)

* Add tiona so ut ons and/or serv ces sha be set forth on a new Cerner System Schedu e, and add tiona fees may app y.

** Pr c ng assumes add tiona doma n s added for the Term set forth n So ut ons and Serv ces.

C ent s scope of use w be measured per od ca y by Cerner’s system too s. C ent agrees that f an event occurs that w mater a y affect C ent s scope of use (such as acqu s t on of a new fac ty, change n number of Users, change n demarcaton, change n number of th ck C ent workstat ons, etc.), C ent w prompt y not fy Cerner n wr t ng no more than 60 days fo ow ng the effect ve date of such event so that C ent s scope of use can be rev ewed.

5. RENEWAL FEES

After the per od of performance created under the Amended and Restated End User L cense Agreement , the Amended and Restated End User L cense Agreement may be renewed.Under such renewa HHSC w pay Cerner d rect y for the Serv ces n the amounts stated n the chart mmed ate y be ow th s paragraph.The fees may ncrease on an annua bas s due to the changes n the A Items Consumer Pr ce Index for a Urban Consumer; Un ted States C ty Average (“CPI”), scope of use ncrease or app cab e th rd party ncrease. Cerner w nvo ce for fees, p us any app cab e taxes, on a month y bas s on the fr st day of each month, and payment for such fees sha be payab e n accordance w th the Texas Prompt Payment Act, Chapter 2261, Texas *Government Code*. As an agency of the state of Texas, HHSC s exempt from state taxes.

Renewal Table

Contract Element	Triannual Amount Due	Month of Renewal
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App cat on Serv ces Prov der	\$ 153,077.00	61
App cat on Management Serv ces	\$ 408,000.00	61
Managed Serv ces	\$ 1,363,214.00	61
Subscr pt ons	\$ 25,753.00	61
Cerner L censed SW Support	\$362,754.00	61
Sub censed Software Support	\$15,347.00	61

Equipment and Sublicensed Software Maintenance. Maintenance warranties, beginning on the earlier of installation, or 30 days after shipment of the equipment and/or sub-licensed software. Maintenance services will continue for the term of the Agreement. HHSC will pay a correct invoice in accordance with the requirements of the Texas Prompt Payment Act, Texas *Government Code* Chapter 2251. If Cerner alleges HHSC has breached the Agreement, Cerner will follow the Dispute resolution process set forth in Section 6.18.

Managed Services. The remote hosting ("RHO") services shall begin upon the Effective Date of this Cerner System Schedule, and will continue thereafter in full force and effect for the term of the Agreement.

Other Services. The subscription services, application services, and shared computing services shall remain in effect through the term of this Agreement.

ASSIGNMENT OF PAYMENTS

Cerner agrees that Cerner may assign its interest in or otherwise grant a security interest in payments due pursuant to this Cerner System Schedule in whole or in part to an assignee. Cerner will promptly acknowledge each assignment or granting of a security interest. Cerner will continue to perform its obligations under the Agreement following such assignment or granting of a security interest.

EXHIBIT F

ADDITIONAL PROVISIONS FOR SHARED COMPUTING SERVICES

SHARED COMPUTING SERVICES Additional Terms	
Core Shared Computing Terms	<ul style="list-style-type: none"> • Access to Data. Cerner may use and disclose the Data as necessary to perform, analyze and improve the Services, to the extent permitted by law. Cerner may use and disclose performance and usage data for any purpose permitted by law so long as the data does not contain protected health information as defined under HIPAA or Confidentially identifiable information. Data means data that is collected, stored, processed or generated through Client's use of the Services. • Technical Support Services. Cerner will provide support services for issues as set forth in the Scope of Services section of this Schedule. • Third-Party Services. Certain Services have been developed by Cerner's third-party suppliers (the "Third-Party Services"). The Third-Party Services may be provided under the required terms of the applicable supplier, which will be available on Cerner's website. Cerner is not liable under this EULA or any damages of any kind or nature related to or arising out of Third-Party Services. Cerner does not warrant or provide any indemnities on Third-Party Services. To the extent that any third-party pass-through provisions contain liability limitations with respect to the Third-Party Services, such limitations state the total maximum liability of Cerner (and then only to the extent that Cerner can collect from the supplier for Client's benefit) and each supplier with respect to the Third-Party Services. • Client Obligations. Client understands and agrees that the Services are provided as a communication tool only and that a decision to use or disclose personally identifiable information using the Services are with Client and its End Users. It is Client's and/or End User's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any personally identifiable information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. Client shall have policies and procedures in place that govern its End Users' ability to access information on or through the Services and to prevent unauthorized access, use and disclosure of personally identifiable information, including but not limited to protected health information. • Right to Aggregate. Cerner may use or disclose protected health information, as defined by 45 C.F.R. 160.103, to provide data aggregation services as permitted by 45 C.F.R. 164.504(e)(2)(B), including use for statistical comparisons, reports and all other purposes allowed under applicable law. • Medical Record. The Services do not constitute a medical record. It is Client's and/or End User's responsibility to ensure that the information sent through the Services are incorporated into the applicable patient's medical record as necessary. Client acknowledges that the health information exchanged by End Users may not include the individual's full and complete medical record or history.
Cerner Exchange	<ul style="list-style-type: none"> • Services. Cerner will provide Client with those Services set forth in the Scope of Services section set forth in this Sales Order. Unless otherwise specifically set forth herein, Client will not, and will use commercially reasonable efforts to make sure End Users do not, sell, lease, reuse or the functional equivalent, the Services to a third party. Cerner has and shall retain sole and exclusive right, title and interest, including copyright and all other rights, in and for Cerner Direct. Cerner hereby reserves all rights not expressly granted hereunder. • Client Obligations. DirectTrust is an independent non-profit trade association that has established and maintains the voluntary Security and Trust Framework (the "Trust Framework") based on industry best practices that all members, including Cerner, are required to follow. To ensure Cerner's compliance with the Trust Framework, Client will be required to complete a current Cerner Direct certificate request form prior to its use of Cerner Direct, the contents of which are required

SHARED COMPUTING SERVICES

Add tiona Terms

under the Trust Framework to estab sh and va date C ent s authent c ty and the parameters under wh ch C ent may part c pate n D rected exchange. C ent understands and agrees that Cerner D rect s prov ded as a commun cat on too on y and that a dec s ons to use or d sc ose persona y dent fab y nformat on us ng Cerner D rect are w th C ent and ts End Users. It s C ent s or End User s respons b ty to ensure that t obta ns a appropriate and necessary consents to use or d sc ose any persona y dent fab e nformat on n comp ance w th a federa and state pr vacy aws, nc ud ng but not m ted to the Hea th Insurance Portab ty and Accountab ty Act. C ent may at ts so e e ect on, execute a Cerner Data Shar ng Attachment to part c pate n the Cerner Resonance Network to enab e t to exchange e ectron c hea th nformat on w th other part c pants n the Cerner Resonance Network .

- **Technical Support Services.** Techn ca Support Serv ces for Cerner D rect are offered n conjunct on w th C ent s ex st ng Cerner so ut ons that have ntegrated the Cerner D rect Serv ces. For examp e, for C ents who have ntegrated Cerner D rect nto the r Cerner M enn um env ronment, Techn ca Support Serv ces w be prov ded to C ent under C ent s app cab e M enn um agreement. C ents who use the Cerner D rect Web Inbox as a stand-a one so ut on may access Techn ca Support Serv ces by us ng the "Contact Us" nk w th n Cerner D rect.
- **Information Management Tool.** Cerner D rect s not a med ca record. It s C ent s or End User s respons b ty to ensure that messages sent through Cerner D rect Serv ces are ncorporated nto the app cab e pat ent s med ca record as necessary. C ent understands that Cerner D rect s not for use n emergenc es; n the event of a true emergency, C ent or End User shou d use other means of commun cat on. C ent understands that term nat on of an End User s account may resu t n permanent de et on of a messages conta ned w th n the account. C ent s respons b e for creat ng and ma nta n ng ts own records retent on po cy for Cerner D rect messages. For examp e, for C ents who have ntegrated Cerner D rect nto the r Cerner M enn um env ronment, message retent on s the so e respons b ty of the C ent. C ents who use the Cerner D rect Web Inbox as a stand-a one so ut on understand that messages are subject to permanent de et on upon term nat on of End User accounts.
- **Viruses.** C ent understands and agrees that wh e Cerner takes commerc a y reasonab e measures to check that messages sent through Cerner D rect are free from v ruses and other ma crous computer nstruct ons, dev ces or techn ques ("V ruses"), Cerner cannot guarantee the messages are cean. C ent understands that t s ts or ts End User s respons b ty to protect ts computer systems from V ruses.
- **End User Terms.** C ent understands and agrees that () Cerner D rect and other on ne products and serv ces offered by Cerner conta n separate terms and cond t ons re ated to the r use, and () such terms and cond t ons w govern each user s use of Cerner D rect and other on ne products and serv ces.
- **Certification Authority.** Cerner s the Cert fcat on Authority for subscribers to Cerner D rect; Cerner s pub shed Cert fcat on Pract ce Statement sha govern C ent s cert fcat on wh ch s ava ab e at <http://www.cerner.com/cps>.
- **Use by Unaffiliated Organizations.** Notw thstand ng the prov s ons of the Agreement to the contrary, C ent act ng as a D str butor ("D str butor") may prov de unaff ated hea thcare organ zat ons ("Subscr ber") access to the Cerner D rect Web Inbox so ut on ("CDWI Serv ce") under the prov s ons sted n th s paragraph.

Cerner grants to D str butor a m ted r ght to d str bute the CDWI Serv ce descr bed n Scope of Serv ces sect on and So ut on Descr pt on to Subscr bers and the r respect ve End Users dur ng the Term.

Each Subscr ber sha be a HIPAA covered ent ty ocated n the Un ted States that has a b nd ng wr ten agreement w th D str butor. D str butor agrees that Subscr ber w execute a wr ten agreement w th D str butor that w ncude the pass through prov s ons, attached here n as Exh b t A. D str butor agrees that Subscr ber w be requ red to comp ete a current Cerner D rect cert f cate

SHARED COMPUTING SERVICES**Additional Terms**

	request form prior to Cerner's provision of access to the CDWI Service, which shall be upon request. Distributor will send to Cerner a copy of the fully executed agreement with Subscriber.
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EQUIPMENT AND SUBLICENSSED SOFTWARE MAINTENANCE TERMS

Maintenance Services for Sublicensed Software. Maintenance services for Sublicensed Software are: (a) notification of the source of the problem, problem management, critical situation escalation and recovery services; (b) providing a new version, modifications, and patches of Sublicensed Software that Cerner is authorized to distribute; (c) communicating with third-party Maintenance providers throughout the resolution of the issue, (d) inclusion of Sublicensed Software issues in a tracking database.

Maintenance Renewals. The notification term for Maintenance is set forth in the "Solutions and Services" section of this Cerner System Schedule, and automatically renews for additional periods of the same duration, unless Client provides written notification of termination no less than 60 days prior to the expiration of the then-current period. Client will also notify Cerner of any Equipment terms that are no longer being used by Client, and therefore no longer require Maintenance. Cerner may terminate Maintenance services if Client fails to pay invoices for Maintenance.

Equipment Coverage Levels.

24x7 M-Su 4 HR. Monday through Sunday, 24 hours per day, 365 days per year, on-site coverage. Service efforts continuous until problem is resolved. 24x7 4 HR service does not guarantee that service will be completed same day due to part availability.

9x5 M-F 4 HR. Monday through Friday, 8 AM to 5 PM CST, on-site coverage. Service efforts continuous until problem is resolved, excluding country holidays. On-site coverage does not guarantee that service will be completed same day due to part availability.

9x5 M-F Next Business Day. Monday through Friday, 8 AM to 5 PM CST with the objective of completion the next business day.

9x5 M-F Depot. Monday through Friday, 8 AM to 5 PM CST for service calls. Equipment is shipped to the manufacturer where it is repaired and returned to Client's facility.

9x5 M-F Advanced Exchange. Monday through Friday, 8 AM to 5 PM CST for service calls. A replacement will be shipped the next business day and requires return of the replaced equipment within 15 days of receiving the replaced device. Service requests placed after 1 PM CST cannot be guaranteed next business day delivery. If more than one device is being requested for replacement, one will be Advanced Exchange and the remaining will be returned on a best effort basis depending upon availability of replacements.

Sublicensed Software Coverage Levels. Service efforts continuous until the problem is resolved.

24x7 M-Su Phone Support. Monday through Sunday, 24 hours per day, 365 days per year.

Changes to Maintenance Services. Changes to Maintenance services must be requested in writing by Client, and will take effect within 60 days after receipt of a signed change order.

Technology components can be added to Maintenance coverage if they are in good working order. If a component is not in good working order, Cerner can arrange for it to be repaired on a time and materials basis prior to being placed on Maintenance. Serial numbers must be provided.

Inventory. Client must review a Cerner Renewal Letters to ensure accuracy, and to avoid costly time and materials charges for uncovered items. Client should provide Cerner with any missing or incorrect serial numbers as soon as possible to keep records current. Client should also notify Cerner when technology components are replaced as the result of a service call in order to avoid coverage issues.

EQUIPMENT AND SUBLICENSED SOFTWARE MAINTENANCE TERMS

Upgrades. Maintenance services do not include hardware/technology updates. Maintenance services include software updates once they become available and have been certified for use by Cerner.

Pricing and Allowances. Equipment and/or Sublicensed Software Maintenance pricing and allowances granted by Cerner are confidential and are not to be discussed outside the context of this arrangement. Allowances are available for multi-year Maintenance and prepaid terms of one year or greater. Prices do not include any applicable taxes.

Multi-Year Commitments. Equipment fees associated with in-warranty term are deemed prepaid and are non-refundable.

SCOPE OF SERVICES

This section defines the service deliverables ("Scope") for the services set forth in this Cerner System Schedule.

SHARED COMPUTING SERVICES

CERNER DIRECT HISP CONNECTION (PY-70120C, PY-70120-CW-C, PY-70121C, PY-70131C)	
Description	<ul style="list-style-type: none"> <i>Cerner Direct</i> is a Cerner-owned and operated Health Information Service Provider (HISP) that follows Direct Project standards and is accredited by the Direct Trusted Agent Accreditation Program (DTAAP). It represents the mechanism used to provision users with a universal, direct email address and securely transport health information such as referrals, discharge summaries, laboratory results, and payment resolution resulting from patient care with other trusted persons leveraging Direct Project standards.
Defined Terms	<ul style="list-style-type: none"> "HISP" means Health Information Service Provider that follows both Direct Project standards and DirectTrust.org policy best practices. "Registration Authority" means an organization possessing the authority to identify-proof Client entities on behalf of Cerner for purposes of distributing Direct addresses. "Authorized Representative" means a Client individual(s) responsible for managing access to the ability to send and receive messages for the respective direct domain(s). This person has authority to sign contracts with Cerner.
Initial Setup Fee	<ul style="list-style-type: none"> Includes: Identity verification by Cerner or its subcontractor as a Registration Authority for the Authorized Representative per facility Cerner generation of a direct domain-level digital certificate, representing the digital signature required for Client to conduct secure direct communications (Direct exchange) Direct email domain configuration per facility using the assigned <i>Cerner Direct</i> default email domain (e.g. @base.newest.cernerdirect.com) Inherited trust relationships between other HISP providers and <i>Cerner Direct HISP</i>, established at Cerner's sole and reasonable discretion
Objectives	<ul style="list-style-type: none"> Complete necessary configuration to process Client messages on the <i>Cerner Direct HISP</i>
Outcomes	<ul style="list-style-type: none"> Client will be capable of conducting direct exchange using the <i>Cerner Direct HISP</i>
Connectivity	<ul style="list-style-type: none"> Connectivity for 1 non-product and 1 product on <i>Cerner Millennium</i> domain through configuration of 1 non-product Direct email domain and one product Direct email domain
Training	<ul style="list-style-type: none"> No training will be provided relative to the services set forth in this Scope
Cerner Roles and Responsibilities	<ul style="list-style-type: none"> Perform necessary identity verification to issue proper digital certificates Perform and test the HISP configurations necessary to conduct direct exchange
Client Roles and Responsibilities	<ul style="list-style-type: none"> Client is responsible for, but not limited to: <ul style="list-style-type: none"> Timey management of distributing new and ongoing <i>Cerner Direct</i> addresses (including revocation) to send/receive messages via <i>Cerner Direct</i> within Client's authorized <i>Cerner Direct</i> domain(s) Building any organizational contact lists within the authorized <i>Cerner Direct</i> domain(s) If Client chooses not utilize the recommended <i>Cerner Direct</i> default email domain (e.g. @base.newest.cernerdirect.com), the following additional responsibilities apply: <ul style="list-style-type: none"> Client is responsible for obtaining and providing proof of ownership of a domain for use in direct exchange that meets industry and Cerner guidelines. The Internet domain registered by Client (e.g. GoDaddy) should be able to support delegated subdomains. If Client is unable to secure an Internet domain register that supports delegated subdomains, the <i>Cerner Direct</i> standard domain can be utilized, or Client may delegate the management of the root domain to Cerner for purposes of conducting Direct exchange on the <i>Cerner Direct HISP</i> at

CERNER DIRECT HISP CONNECTION (PY-70120C, PY-70120-CW-C, PY-70121C, PY-70131C)	
	<p>no additional cost to Client. In the latter case, Client retains responsibility for a contract maintenance and renewal with the Internet domain registrar</p> <ul style="list-style-type: none"> ▪ Note: Not applicable to CommunityWorks, Long Term Care (LTC) or Cerner Direct Web Inbox clients leveraging the <i>Cerner Direct</i> standard domain ○ Client is responsible for performing necessary ongoing Domain Name System (DNS) configuration and maintenance to Client domain to process messages through the <i>Cerner Direct HISP</i> (e.g. Name Service Record configurations) <ul style="list-style-type: none"> ▪ Note: Not applicable to CommunityWorks, LTC or Cerner Direct Web Inbox clients leveraging the <i>Cerner Direct</i> standard domain, or clients delegating management of the root domain to Cerner
Estimated Project Duration	<ul style="list-style-type: none"> • One to 3 weeks for <i>Cerner Direct Web Inbox</i>, and 4 to 8 weeks for <i>Cerner Millennium</i> use of <i>Cerner Direct HISP</i> per implementation, depending upon Client availability and optional DNS expertise
Assumptions	<ul style="list-style-type: none"> • This is a fixed fee service. If Client cannot complete any of the assumptions set forth below, Client may purchase additional professional services hours for a Cerner resource to complete the work. Any additional hours may result in additional fees • Clients are expected to utilize the <i>Cerner Direct</i> default domain (e.g. @base.newest.cernerdirect.com). Clients not utilizing the recommended <i>Cerner Direct</i> default domain will need to supply the required DNS configuration knowledge at an analyst skill level (or access to this knowledge, e.g. 3rd party) <ul style="list-style-type: none"> ○ Analyst must possess: <ul style="list-style-type: none"> ▪ 1-2 years of experience working with the technology ▪ Understanding of the technology architecture ▪ Familiarity with Client's technology standards and procedures • <i>Cerner Direct</i> is a Cerner-hosted transport service • Installation of any <i>Cerner Millennium</i> packages required to leverage <i>Cerner Direct</i> is outside of the scope of this service, and may be subject to any existing agreements with Cerner • Client will inherit established trust relationships between other HISP providers and <i>Cerner Direct</i> at Cerner's sole and reasonable discretion • Any information communicated on <i>Cerner Direct</i> is the sole responsibility of the End User (e.g. file format, follows applicable federal/state laws) as per <i>Cerner Direct</i> terms of use • Client shall incur additional fees if services are requested beyond the scope of work set forth herein
Certification Authority	<ul style="list-style-type: none"> • Cerner or its subcontractor will serve as the Certification Authority for subscribers to Cerner Direct; the Certification Practice Statement, available at http://www.cerner.com/cps, describes the Certification Authority's practice for issuing and managing digital certificates and Client's responsibilities with respect to its use of the digital certificates

CERNER EXCHANGE - SETUP (PY-70151C, PY-70153C, PY-70155C, PY-70157C)	
Description	<ul style="list-style-type: none"> • Cerner Exchange enables care providers to securely discover patient data from other health care providers from within the <i>Cerner Millennium</i> workflow. Through Cerner Exchange, providers can send secure messages via Direct-enabled Message Center, and exchange documents via <i>PowerChart XDocs</i> powered by Cerner Resonance
Functional Overview	<ul style="list-style-type: none"> • <i>Cerner Direct HISP services</i>. Cerner-hosted services which can be utilized by Providers to communicate with any trusted Direct-enabled recipient with free text messages and attached documents • Standard functions available resulting from the combination of <i>Cerner Millennium</i> Message Center and <i>Cerner Direct</i>: <ul style="list-style-type: none"> ○ Route messages and notifications to other venues of care by selecting the recipient address ○ Receive messages from other organizations in your inbox, electronic fax and paper ○ Forward results to other health care providers in other organizations

CERNER EXCHANGE - SETUP
(PY-70151C, PY-70153C, PY-70155C, PY-70157C)

	<ul style="list-style-type: none"> o Meet means use by packaging up and electron cally sending transmission of care summaries • <i>Cerner Resonance</i> services. Cerner-hosted services which can be utilized to facilitate connections, provide orchestration of messaging, and storage of documents • Standard functions available for configuration with <i>Cerner Resonance</i>: <ul style="list-style-type: none"> o Creating a community that is accessible on the <i>Cerner Resonance</i> network o Managing a community including access to/from community with other communities on the <i>Cerner Resonance</i> network o Creating a community-based Certificate Authority o Issuing and management of certificates for secure communications within community and across the <i>Cerner Resonance</i> network o Registering of persons in the community o Registering and storage of documents for a person in the community o Querying for discovery and correlation of person across communities on the <i>Cerner Resonance</i> network o Querying for documents on a person that are available from other communities on the <i>Cerner Resonance</i> network o Retrieving documents for a person from other communities on the <i>Cerner Resonance</i> network o Responding to requests for person discovery and correlation from other communities on the <i>Cerner Resonance</i> network o Responding to queries of documents available for a person from other communities on the <i>Cerner Resonance</i> network o Responding to retrieval requests for documents from other communities on the <i>Cerner Resonance</i> network o Audit reporting of events in the community including the above described functions
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Services	<ul style="list-style-type: none"> • <i>Cerner Direct HISP</i> <ul style="list-style-type: none"> o Cerner will provide connections to both non-product and product instances of <i>Cerner Direct</i> network and services <ul style="list-style-type: none"> ▪ Under no circumstances will a non-product <i>Cerner Millennium</i> system be allowed connectivity to the <i>Cerner Direct</i> network product instance o Cerner will provide resources and services necessary for the configuration of the above described <i>Cerner Direct</i> services for each <i>Cerner Direct</i> domain; non-product or product o Cerner will provide resources and services in support of the <i>Cerner Direct</i> services for the duration of Client's testing against non-product <i>Cerner Direct</i>. • <i>Cerner Resonance</i> <ul style="list-style-type: none"> o Cerner will provide both non-product and product instances of <i>Cerner Resonance</i> network and services <ul style="list-style-type: none"> ▪ Under no circumstances will a non-product <i>Cerner Millennium</i> System be allowed connectivity to the <i>Cerner Resonance</i> network product instance. Similarly, Client is strongly discouraged from enabling connectivity from a product on <i>Cerner Millennium</i> system with the non-product on <i>Cerner Resonance</i> network instance ▪ Cerner will provide resources and services necessary for the configuration of the above described <i>Cerner Resonance</i> services for each community in the appropriate <i>Cerner Resonance</i> network instance; non-product or product ▪ Cerner will provide resources and services in support of the <i>Cerner Resonance</i> services for the duration of Client's testing against the non-product <i>Cerner Resonance</i> network instance
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CERNER EXCHANGE - SETUP
(PY-70151C, PY-70153C, PY-70155C, PY-70157C)

Electronic Medical Record Requirements	<ul style="list-style-type: none"> • <i>Cerner Direct HISP</i> <ul style="list-style-type: none"> o This scope of services assumes that implementation is o <i>Cerner Millennium</i> system of the following are completed as specified in the corresponding scope of services descriptions: <ul style="list-style-type: none"> ▪ Cerner Document Generator (CDG) ▪ CareAware Multimedia Archive (CMM) ▪ PowerChart Data Reconciliation and Import ▪ CareAware OAuth ▪ WebSphere Application Server minimum 7.0 o The connection of <i>Cerner Millennium</i> to the <i>Cerner Direct</i> network requires the configuration and usage of the <i>Cerner Direct</i> services • <i>Cerner Resonance</i> <ul style="list-style-type: none"> o This scope of services assumes that implementation is o <i>Cerner Millennium</i> system of the following are completed as specified in the corresponding scope of services descriptions: <ul style="list-style-type: none"> ▪ Cerner Document Generator (CDG) ▪ CareAware Multimedia Archive (CMM) ▪ PowerChart Data Reconciliation and Import ▪ Foreign System Interfaces- IHE Profile support. o The connection of <i>Cerner Millennium</i> to the <i>Cerner Resonance</i> network requires the configuration and usage of the <i>Cerner Resonance</i> services o The <i>Cerner Resonance</i> network requires <i>Cerner Millennium</i> to fulfill the following actors based on the IHE IT Infrastructure Profiles (IHE ITI Rev 8.0 August 2010) when participating in the community: <ul style="list-style-type: none"> ▪ As a Patient Identity Source Actor provide a Patient Identity Feed (ITI-8 HL7 V2 ADT) to <i>Cerner Resonance</i> PIX Manager. <i>Cerner Millennium</i> can support more in the HL7 V2 ADT than the IHE Profile ▪ As a PIX Query Consumer, initiate a PIX Query (ITI-45 HL7 V3) to <i>Cerner Resonance</i> PIX Manager in order to resolve its location identifier to the Community Patient Identifier (This is usually a necessary step before subsequent IHE transactions) ▪ As a XDS Document Source, initiate a Provide and Register Document Set-b (ITI-41) to <i>Cerner Resonance</i> XDS Repository Actor ▪ As a XDS Document Consumer, initiate a Registry Stored Query (ITI-18) to either a <i>Cerner Resonance</i> XDS Registry or XCA Interacting Gateway Actor. It assumes the use of the following stored queries: <ul style="list-style-type: none"> ▫ FindDocuments ▫ GetDocumentsAndAssociations ▪ As a XDS Document Consumer, initiate a Retrieve Document Set-b (ITI-43) to either <i>Cerner Resonance</i> XDS Repository or XCA Interacting Gateway Actor o All connections from the <i>Cerner Millennium</i> System will be over certificate-based, mutually-authenticated TLS connections. This includes connections to the non-production instance of the <i>Cerner Resonance</i> network. o CernerHSC may furnish its own object identifiers for: <ul style="list-style-type: none"> ▪ Home Community ID (OID) ▪ Community Patient Identifier Assignment Authority (OID) ▪ Patient Identity Source: <ul style="list-style-type: none"> ▫ Sending Application (ISO OID); ▫ Sending Facility (ISO OID) ▫ Assignment Authority Identifier Domain(s) (ISO OID) ▪ Alternatively, if Cerner does not, the <i>Cerner Resonance</i> network can assign and furnish any or all of these identifiers • Within the community, all Simple Object Access Protocol (SOAP) based web services messages will be signed using the WS-Security Core Specification 1.1 using a X.509 Token Profile 1.1 <ul style="list-style-type: none"> o https://www.oasis-open.org/committees/tc_home.php?wg_abbrev=wss
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CERNER EXCHANGE - SETUP (PY-70151C, PY-70153C, PY-70155C, PY-70157C)	
	<ul style="list-style-type: none"> • A cross community SOAP based web services messages will be signed using the WS-Security Core Specification 1.1 using a Security Assertion Markup Language (SAML) Token Profile 1.1 with an assertion that follows the National Health Information Network (NHIN) Authorization Framework v2.0. (The <i>Cerner Resonance</i> services do this on behalf of the <i>Cerner Millennium</i> System.) <ul style="list-style-type: none"> o https://www.oasis-open.org/committees/tc_home.php?wg_abbrev=wss • http://health.hhs.gov/portals/server.pt/gateway/PTARGS_0_11673_910545_0_0_18/NHIN_AuthorizationFrameworkProductonSpecification_v2.0.pdf
Required Resources	<ul style="list-style-type: none"> • <i>Cerner Direct HISP</i> <ul style="list-style-type: none"> o <i>Cerner Direct</i> services include the following roles: <ul style="list-style-type: none"> ▪ Cerner system architect ▪ <i>Cerner Direct</i> IP development operations associate ▪ Cerner engagement leader o Required resources: <ul style="list-style-type: none"> ▪ Project manager ▪ Interface resource ▪ Millennium Core resource • <i>Cerner Resonance</i> <ul style="list-style-type: none"> o <i>Cerner Network</i> services include the following roles: <ul style="list-style-type: none"> ▪ <i>Cerner Network</i> architect ▪ <i>Cerner Network</i> IP development operations engineer o Required Core resources: <ul style="list-style-type: none"> ▪ Project manager ▪ Interface resource ▪ Millennium Core resource (optional)
Assumptions	<ul style="list-style-type: none"> • <i>Cerner Direct HISP</i> <ul style="list-style-type: none"> o Client DNS configuration knowledge required at an analyst skill level (or access to this knowledge, e.g. 3rd party) <ul style="list-style-type: none"> ▪ Analyst must possess: <ul style="list-style-type: none"> ▫ 1-2 years of experience working with the technology ▫ Understanding of the technology architecture ▫ Familiarity with Client's technology standards and procedures o <i>Cerner Direct</i> is a Cerner-hosted transport service o Installation of any <i>Cerner Millennium</i> packages required to leverage <i>Cerner Direct</i> is outside of the scope of this service, and may be subject to any existing agreements with Cerner o Client will inherit a established trust relationships between other HISP providers and <i>Cerner Direct</i> at Cerner's sole and reasonable discretion o Any information communicated on <i>Cerner Direct</i> is the sole responsibility of the End User (e.g. file format, follows applicable federal/state laws) as per <i>Cerner Direct</i> terms of use • <i>Cerner Resonance</i> <ul style="list-style-type: none"> o Client's responsible for testing, certification, and sign-off before moving to production o The scope of services set forth in this Scope excludes the exchange of confidentially managed objects over the <i>Cerner Resonance</i> network o Cerner assumes a communities in the non-product on <i>Cerner Resonance</i> network instance are absent of realworld identifiable health information (IIHI). Client assumes a responsibility and liability with respect to access of IIHI in communities in non-product on <i>Cerner Resonance</i> network instance • This is a fixed fee service. If HHSC cannot complete any of the assumptions set forth below, HHSC may purchase additional professional services hours for a Cerner resource to complete the work. Any additional hours may result in additional fees • HHSC shall incur additional fees if functionality or services are requested beyond the scope of work set forth herein

CERNER EXCHANGE - SETUP (PY-70151C, PY-70153C, PY-70155C, PY-70157C)	
Certification Authority	<ul style="list-style-type: none"> Cerner or its subcontractor will serve as the Certification Authority for subscribers to Cerner Direct; the Certification Practice Statement, available at http://www.cerner.com/cps, describes the Certification Authority's practice for issuing and managing digital certificates and Client's responsibilities with respect to its use of the digital certificates

TECHNICAL SUPPORT SERVICES FOR CERNER RESONANCE	
Self Help	<ul style="list-style-type: none"> Provides self-directed help embedded within the end user's workflow to the extent feasible. The embedded help feature includes functional descriptions, explanations of improvements by version, frequently asked questions and instructional videos. This embedded help also provides details on the nature of cached data, such as descriptions of the types of searchable data and the most recent retrieval times. In addition, a "Provide Feedback" link is available for end users to suggest improvements or submit comments.
Help Desk	<ul style="list-style-type: none"> Client's responsibility for staffing a help desk that will provide the first line of support for its end users and data coordination cases. This line of support must be able to distinguish between application issues and connectivity or infrastructure problems. If an issue cannot be resolved by the Client's Help Desk, Client's Help Desk will escalate the issue via Cerner's eService. Instructions and account information will be provided on Cerner's website (www.cerner.com/support/). Issues will be worked during regular business hours, M-F 9AM-5PM CST (excluding US holidays). If there is a Services outage, Client may call Cerner's Immediate Response Center for assistance.
Client Obligations	<ul style="list-style-type: none"> Client is required to remain actively engaged in this project weekly until completion. If project is inactive beyond a two-week period, the Cerner resource may be subject to reassignment to other projects thereby delaying Client's project until a future Cerner resource can be re-engaged. Client's responsibility for all aspects of testing related to the Service including, but not limited to, developing test plans, executing tests, and approving test results. Client's responsibility for the following: <ul style="list-style-type: none"> Ensure hardware, software, and network components required for the Services and detailed by Cerner in a pre-service checklist are available and operational. Designate a representative to be the project manager for the applicable Service. He/she will be the focal point for the Cerner associate performing or managing the delivery of the Service and will have the authority to act in matters regarding the project. Provide documentation of requested configurations on an as-needed basis. Provide the performing Cerner associate appropriate access to applicable systems. This includes physical access to spaces (typically during standard business hours), user IDs, passwords, phone access, and privileged access such as "root" as required to deliver the Service. Provide Cerner with access to the Client system during standard business hours.
Assumptions	<ul style="list-style-type: none">

CERNER RESONANCE (PY-61610C, PY-61617C, PW-61615C, PY-61661C, PY-61662C)	
Description	<ul style="list-style-type: none"> <i>Cerner Resonance</i> is a Cerner Network offering that enables real time, secure discovery and exchange of clinical information using industry adopted open standards between health care providers. This Scope is specifically for connection of a non-Cerner system to the <i>Cerner Resonance</i> network
Functional Overview	<ul style="list-style-type: none"> <i>Cerner Resonance</i> consists of two major components:

CERNER RESONANCE (PY-61610C, PY-61617C, PW-61615C, PY-61661C, PY-61662C)	
	<ul style="list-style-type: none"> o <i>Cerner Resonance</i> services – Cerner hosted services which can be utilized to facilitate connections, provide orchestration of messaging and storage of documents o <i>Cerner Resonance</i> network – The network of a participant communities • Standard functions available for configuration with <i>Cerner Resonance</i>: <ul style="list-style-type: none"> o Creating a community that is accessible on the <i>Cerner Resonance</i> network o Managing a community including access to/from community with other communities on the <i>Cerner Resonance</i> network o Creating a community-based certificate authority (CA) o Issuing and management of certificates for secure communications within community and across the <i>Cerner Resonance</i> network o Registering of persons in the community o Registering and storage of documents for a person in the community o Querying for discovery and correlation of a person across communities on the <i>Cerner Resonance</i> network o Querying for documents on a person that are available from other communities on the <i>Cerner Resonance</i> network o Retrieving documents for a person from other communities on <i>Cerner Resonance</i> network o Responding to requests for a person discovery and correlation from other communities on the <i>Cerner Resonance</i> network o Responding to queries of documents available for a person from other communities on the <i>Cerner Resonance</i> network o Responding to retrieval requests for documents from other communities on the <i>Cerner Resonance</i> network o Audit reporting of events in the community including the above described functions
Functional Scope	<ul style="list-style-type: none"> • Cerner provides three typical scope scenarios for the connection on a non-Cerner system to the <i>Cerner Resonance</i> network: <ul style="list-style-type: none"> o Full use of <i>Cerner Resonance</i> services o Use of <i>Cerner Resonance</i> Gateway-only services o <i>Cerner Resonance</i> network connectivity without <i>Cerner Resonance</i> services • Other variations of scope are available upon request to your Cerner representative • The connection of a non-Cerner system to the <i>Cerner Resonance</i> network may require the configuration and usage of the <i>Cerner Resonance</i> services depending on capabilities of the connecting system
	<ul style="list-style-type: none"> • Standard scope for full use of <i>Cerner Resonance</i> services per System: <ul style="list-style-type: none"> o Cerner will provide a single community on the <i>Cerner Resonance</i> network o Cerner will provide the following <i>Cerner Resonance</i> services based on the IHE (Integrating the Healthcare Enterprise) IT Infrastructure Profiles (IHE ITI Rev 8.0 August 2010) for the community: <ul style="list-style-type: none"> ▪ Patient Identifier Cross-Referencing (PIX) <ul style="list-style-type: none"> ▫ Patient Identifier Cross Reference Manager** ▫ Patient Identifier Source (to XDS.b Document Registry) ▪ Cross-Community Patient Discovery (XCPD) <ul style="list-style-type: none"> ▫ Ingoing Gateway ▫ Responding Gateway ▪ Cross-Community Access (XCA) <ul style="list-style-type: none"> ▫ Ingoing Gateway ▫ Responding Gateway ▪ Cross-Enterprise Document Sharing (XDS.b) <ul style="list-style-type: none"> ▫ Document Repository ▫ Document Registry ▪ Audit Trail and Node Authentication (ATNA)

CERNER RESONANCE
(PY-61610C, PY-61617C, PW-61615C, PY-61661C, PY-61662C)

- Audit Repository
 - A web based Audit Viewer application
 - Community-based Certificate Authority
- Standard scope for use of *Cerner Resonance* Gateway on y services per system:
 - Cerner will provide a single community on the *Cerner Resonance* network
 - Cerner will provide the following *Cerner Resonance* services based on the IHE IT Infrastructure Profiles (IHE ITI Rev 8.0 August 2010) for the community:
 - Cross-Community Patient Discovery (XCPD)
 - Ingoing Gateway
 - Responding Gateway
 - Cross-Community Access (XCA)
 - Ingoing Gateway
 - Responding Gateway
 - Audit Trail and Node Authentication (ATNA)
 - Audit Repository
 - A web based Audit Viewer application
 - Community-based Certificate Authority (optional)
- Standard scope for *Cerner Resonance* network connectivity without *Cerner Resonance* services per system:
 - Cerner will provide a single community on the *Cerner Resonance* network
 - Cerner will provide the following *Cerner Resonance* services based on the IHE IT Infrastructure Profiles (IHE ITI Rev 8.0 August 2010) for the community:
 - Audit Trail and Node Authentication (ATNA)
 - Audit Repository
 - A web-based Audit Viewer application
 - Community-based Certificate Authority (optional)
- All *Cerner Resonance* services are exclusively hosted on CTC. There is no central software distribution of *Cerner Resonance* services
- The number of communities that Cerner can connect with via the *Cerner Resonance* network is limited only by scope of use and execution of appropriate data sharing agreements
- The type of documents available for exchange over the network varies from community to community but may include the following (representative, not exhaustive):
 - Plain text
 - Portable document format (PDF)
 - Extensible markup language (XML)
 - Basic images (jpeg, gif, tiff, etc.)
 - Excluded from scope: cinematic imaging objects (DICOM studies, etc.)
 - IHE Patient Care Coordination (PCC) Content Profile such as:
 - Cross-Enterprise Sharing of Medical Summaries (XDS-MS)
 - Exchange of Personal Health Record (XPHR)
 - Emergency Department Referral (EDR)
 - PCC various supplements
 - IHE ITI Scanned Documents (XDS-SD)
 - Health Level Seven International (HL7) cinematic document architecture header-wrapped documents (PDFs, plain text)
- HITSP Summary Documents Using HL7 Continuity of Care Document (CCD) Component (HITSP C32)
 - For example, where Meaningful Use (* = Required) content might include:
 - OID*
 - MRN*
 - First Name*
 - Last Name*
 - Middle Name

CERNER RESONANCE (PY-61610C, PY-61617C, PW-61615C, PY-61661C, PY-61662C)	
	<ul style="list-style-type: none"> ▪ Address* ▪ City* ▪ State* ▪ Zip* ▪ Country ▪ Date of Birth* ▪ Gender* ▪ Marital Status ▪ Phone ▪ Primary Care Provider ▪ Religion ▪ Race ▪ Language ▪ Allergies* ▪ Vaccinations ▪ Immunizations ▪ Problems/Conditions* ▪ Procedures (HIM)* ▪ Diagnostic Results* ▪ Gen Lab ▪ Blood Bank ▪ Medications ▪ Micro <p>**The number of Patient Identity Sources/Identifier Domains is restricted to 1 unless otherwise noted</p>
Services	<ul style="list-style-type: none"> • Cerner will provide both non-product and product instances of <i>Cerner Resonance</i> network and services <ul style="list-style-type: none"> o Under no circumstances will a non-product system be allowed connectivity to the <i>Cerner Resonance</i> network product instance. Similarly, Customers strongly discouraged from enabling connectivity from a product system with the non-product <i>Cerner Resonance</i> network instance • Cerner will provide all resources and services necessary for the configuration of the above described <i>Cerner Resonance</i> services for each community in the appropriate <i>Cerner Resonance</i> network instance; non-product or product • Cerner will provide resources and services in support of the <i>Cerner Resonance</i> services for the duration of Customers testing against the non-product <i>Cerner Resonance</i> network instance • Under the standard scope for future use of <i>Cerner Resonance</i> services, Cerner will provide the following information for each community built: <ul style="list-style-type: none"> o Name: <ul style="list-style-type: none"> ▪ Home Community Id (ISO OID) ▪ Community Patient Identifier Assigning Authority (ISO OID) o Endpoints for the following: <ul style="list-style-type: none"> ▪ PIX/PDQ: <ul style="list-style-type: none"> o PIX Manager Query (HL7 V3) o PDQ Supp er (HL7 V3) o PIX Manager (HL7 V2/V3) Host and Port ▪ In t at ng and Respond ng Gateways: <ul style="list-style-type: none"> o Cross Community Patient Discovery (XCPD) Query o Cross Community Access (XCA) Query o Cross Community Access (XCA) Retrieve ▪ Registry and Repository: <ul style="list-style-type: none"> o Registry Stored Query o Repository OID o Provide and Register Document Set- b o Retrieve Document Set- b o Certificates: <ul style="list-style-type: none"> ▪ <i>Cerner Resonance</i> Root CA Certificate

CERNER RESONANCE (PY-61610C, PY-61617C, PW-61615C, PY-61661C, PY-61662C)	
	<ul style="list-style-type: none"> ▪ <i>Cerner Resonance</i> Network Node CA Certificate ▪ Community CA Certificate ▪ System certificate • Under the standard scope for use of <i>Cerner Resonance</i> Gateway on y services, Cerner will provide the following information for each community built: <ul style="list-style-type: none"> o Name: <ul style="list-style-type: none"> ▪ Home Community Id (ISO OID) ▪ Community Patient Identifier Assigning Authority (ISO OID) o Endpoints for the following: <ul style="list-style-type: none"> ▪ In tating and Responding Gateways: <ul style="list-style-type: none"> ▫ Cross Community Patient Discovery (XCPD) Query ▫ Cross Community Access (XCA) Query ▫ Cross Community Access (XCA) Retrieve o Certificates: <ul style="list-style-type: none"> ▪ <i>Cerner Resonance</i> Root CA Certificate ▪ <i>Cerner Resonance</i> Network Node CA Certificate ▪ Community CA Certificate ▪ System certificate • Under the standard scope for network connectivity without <i>Cerner Resonance</i> services, Cerner will provide the following information for each community being connected to: <ul style="list-style-type: none"> o Name: <ul style="list-style-type: none"> ▪ Home Community Id (ISO OID) ▪ Community Patient Identifier Assigning Authority (ISO OID) o Endpoints for the following: <ul style="list-style-type: none"> ▪ Responding Gateways: <ul style="list-style-type: none"> ▫ Cross Community Patient Discovery (XCPD) Query ▫ Cross Community Access (XCA) Query ▫ Cross Community Access (XCA) Retrieve o Certificates: <ul style="list-style-type: none"> ▪ <i>Cerner Resonance</i> Root CA Certificate ▪ <i>Cerner Resonance</i> Network Node CA Certificate ▪ Community CA Certificate
Non-Cerner System Requirements	<ul style="list-style-type: none"> • The requirements on a non-Cerner system vary depending on the intended scope and the system's capabilities • For full use of <i>Cerner Resonance</i> services, the <i>Cerner Resonance</i> network requires the non-Cerner system to fulfill the following actors based on the IHE IT Infrastructure Profiles (IHE ITI Rev 8.0 August 2010) when participating in the community: <ul style="list-style-type: none"> o As a Patient Identity Source Actor provide a Patient Identity Feed (ITI-8 HL7 V2 ADT or ITI-44 HL7 V3) to <i>Cerner Resonance</i> PIX Manager o As a PIX Query Consumer, initiate a PIX Query (ITI-45 HL7 V3) to <i>Cerner Resonance</i> PIX Manager in order to resolve its local identifier to the Community Patient Identifier (this is usually a necessary step before subsequent IHE transactions) o As a XDS Document Source, initiate a Provide and Register Document Set -b (ITI-41) to <i>Cerner Resonance</i> XDS Repository Actor o As a XDS Document Consumer, initiate a Registry Stored Query (ITI-18) to either a <i>Cerner Resonance</i> XDS Registry or XCA In tating Gateway Actor. It assumes the use of the following Stored Queries: <ul style="list-style-type: none"> ▪ FindDocuments ▪ GetDocumentsAndAssociations o As a XDS Document Consumer, initiate a Retrieve Document Set-b (ITI-43) to either <i>Cerner Resonance</i> XDS Repository or XCA In tating Gateway Actor o Content may furnish its own object identifiers for: <ul style="list-style-type: none"> ▪ homeCommunityID (OID)

CERNER RESONANCE
(PY-61610C, PY-61617C, PW-61615C, PY-61661C, PY-61662C)

- Community Patient Identifier Assignment Authority (OID)
 - Patient Identifier Source:
 - Sending Application (ISO OID)
 - Sending Facility (ISO OID)
 - Assignment Authority Identifier Domain(s) (ISO OID)
 - Alternatively, if Content Addressed, the *Cerner Resonance* network can assign and furnish any or all of these identifiers
 - Within the community, a SOAP based web services messages will be signed using the WS-Security Core Specification 1.1 using a X.509 Token Profile 1.1
 - https://www.oasis-open.org/committees/tc_home.php?wg_abbrev=wss
- For use of *Cerner Resonance* Gateway on your Services, the *Cerner Resonance* network requires the non-Cerner system to fulfill the following actors based on the IHE IT Infrastructure Profiles (IHE ITI Rev 8.0 August 2010) when participating in the community:
 - As a PDQ Query Consumer, initiate a PDQ Query (ITI-47 HL7 V3) to *Cerner Resonance* XCPD In-Integrating Gateway Actor in order to correlate persons across communities
 - As a PIX Query Supplier, respond to a PIX Query (ITI-45 HL7 V3) from *Cerner Resonance* XCPD and XCA In-Integrating and Responding Gateway Actors in order to resolve its local identifier to the Community Patient Identifier
 - As a XDS Document Consumer, initiate a Registry Stored Query (ITI-18) to *Cerner Resonance* XCA In-Integrating Gateway Actor. It assumes the use of the following Stored Queries:
 - FindDocuments
 - GetDocumentsAndAssociations
 - As a XDS Document Consumer, initiate a Retrieve Document Set-b (ITI-43) to *Cerner Resonance* XCA In-Integrating Gateway Actor
 - As a XDS Document Registry, respond to a Registry Stored Query (ITI-18) from *Cerner Resonance* XCA Responding Gateway Actor. It assumes the use of the following Stored Queries:
 - FindDocuments
 - GetDocumentsAndAssociations
 - As a XDS Document Repository, respond to a Retrieve Document Set-b (ITI-43) from *Cerner Resonance* XCA Responding Gateway Actor
 - Content may furnish its own object identifiers for:
 - homeCommunityID (OID)
 - Community Patient Identifier Assignment Authority (OID)
 - Alternatively, if Content Addressed, the *Cerner Resonance* network can assign and furnish any or all of these identifiers
 - Within the community, a SOAP based web services messages will be signed using the WS-Security Core Specification 1.1 using a X.509 Token Profile 1.1
 - https://www.oasis-open.org/committees/tc_home.php?wg_abbrev=wss
- For use of *Cerner Resonance* network connectivity without *Cerner Resonance* services, the *Cerner Resonance* network requires the non-Cerner system to fulfill the following actors based on the IHE IT Infrastructure Profiles (IHE ITI Rev 8.0 August 2010) when participating in the community:
 - As a XCPD In-Integrating Gateway, initiate a Cross Gateway Patient Discovery (ITI-55) to a *Cerner Resonance* XCPD Responding Gateway Actor in order to correlate persons across communities
 - As a XCA In-Integrating Gateway, initiate a Cross Gateway Query (ITI-38) to *Cerner Resonance* XCA Responding Gateway Actor. It assumes the use of the following Stored Queries:
 - FindDocuments
 - GetDocumentsAndAssociations
 - As a XCA In-Integrating Gateway, initiate a Cross Gateway Retrieve (ITI-39) to *Cerner Resonance* XCA Responding Gateway Actor

CERNER RESONANCE (PY-61610C, PY-61617C, PW-61615C, PY-61661C, PY-61662C)	
	<ul style="list-style-type: none"> o As a XCPD Responding Gateway, respond to a Cross Gateway Patient Discovery (ITI-55) from a <i>Cerner Resonance</i> XCPD Integrating Gateway Actor in order to correlate persons across communities o As a XCA Responding Gateway, respond to a Cross Gateway Query (ITI-38) from <i>Cerner Resonance</i> XCA Integrating Gateway Actor. It assumes the use of the following Stored Queries: <ul style="list-style-type: none"> ▪ FindDocuments ▪ GetDocumentsAndAssociations o As a XCA Responding Gateway, respond to a Cross Gateway Retrieve (ITI-39) from <i>Cerner Resonance</i> XCA Integrating Gateway Actor o Client may furnish its own object identifiers for: <ul style="list-style-type: none"> ▪ homeCommunityID (OID) ▪ Community Patient Identifier Assigning Authority (OID) ▪ Alternatively, if Client desires, the <i>Cerner Resonance</i> network can assign and furnish any or all of these identifiers o All cross community SOAP based web services messages will be signed using the WS-Security Core Specification 1.1 using a SAML Token Profile 1.1 with an assertion that follows the NHIN Authorization Framework v2.0 o https://www.oasis-open.org/committees/tc_home.php?wg_abbrev=wss o http://health.hhs.gov/portals/pt/gateway/PTARGS_0_11673_910545_0_0_18/NHIN_AuthorizationFrameworkProductSpecification_v2.0.pdf • All connections from the non-Cerner system will be over certificate based mutually authenticated TLS connections. This includes connections to the non-production instance of the <i>Cerner Resonance</i> network
Required Resources	<ul style="list-style-type: none"> • <i>Cerner Network</i> services include the following roles <ul style="list-style-type: none"> o <i>Cerner Network</i> architect o <i>Cerner Network</i> IP development operations engineer • Required Client resources <ul style="list-style-type: none"> o Project manager o Interface resource o Resources may vary based on system to be connected
Assumptions	<ul style="list-style-type: none"> • Client is responsible for testing, certification and sign-off before moving to production • The scope of services set forth in this Scope excludes the exchange of clinical imaging objects over the <i>Cerner Resonance</i> network • Cerner assumes all communities in the non-production <i>Cerner Resonance</i> network instance are absent of real world identifiable health information (IIHI). Client assumes a responsibility and ability with respect to access of IIHI in communities in non-production <i>Cerner Resonance</i> network instance • Client shall incur additional fees if services are requested beyond the scope of work set forth here in • Client may incur other fees related to connection of non-Cerner systems including, but not limited to, third-party software licenses, third-party resources and services, etc. These costs are the sole responsibility of Client.

CERNER DIRECT TECHNICAL SUPPORT SERVICES (PY-70110C, PY-70125C, PY-70125-CW-C, PY-70126C, PY-70130C, PY-70150C, PY-70152C, PY-70154C, PY-70156C)	
Technical Support Services	<ul style="list-style-type: none"> • Technical Support Services for Cerner Direct are offered in conjunction with Client's existing Cerner solutions that have integrated the Cerner Direct Services. For example, for Clients who have integrated Cerner Direct into their <i>Cerner Millennium</i> environment, Technical Support Services will be provided to Client under Client's applicable <i>Cerner Millennium</i> agreement. Clients who use the

CERNER DIRECT TECHNICAL SUPPORT SERVICES (PY-70110C, PY-70125C, PY-70125-CW-C, PY-70126C, PY-70130C, PY-70150C, PY-70152C, PY-70154C, PY-70156C)	
	Cerner Direct Web Inbox as a stand-alone solution may access Cerner Direct Technical Support Services by using the "Contact Us" link within Cerner Direct.

EXHIBIT G

AGREEMENT AFFIRMATIONS

By entering into this Agreement, Cerner Corporation ("Cerner") affirms, without exception, as follows:

1. Cerner represents and warrants that these Contract Affirmations apply to Cerner and its officers, directors and employees as specifically indicated below.
2. Cerner represents and warrants that all statements and information provided to HHSC in this Contract are complete and accurate in all material respects.
3. Cerner understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Cerner is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. Cerner has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
5. Under Section 2155.004, Texas Government Code (relating to financial participation in preparation contracts), Cerner certifies that the individual or business entity named in this Contract is not eligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
6. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), Cerner certifies that the individual or business entity named in this Contract is not eligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
7. Under Section 231.006(d) of the Texas Family Code regarding child support, Cerner certifies that the individual or business entity named in this Contract is not eligible to receive this Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.
8. Cerner certifies that its executive officers are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Cerner's subcontracts, if any, if payment in whole or in part is from federal funds.
9. Cerner certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
10. Cerner represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
11. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Cerner certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
12. Cerner represents and warrants that payments to Cerner and Cerner's receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government

Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence agents).

13. Cerner agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts. This cause does not apply to the services performed by Cerner under this agreement.
14. Cerner expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Cerner represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
- providing equivalent access for effective use by both visual and non-visual means;
 - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase "equivalent access" means a substantial similarity to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Cause contract provisions remain in effect for any contract entered into before September 1, 2006.

15. If this Contract is for the purchase or lease of covered televisions equipment, then Cerner certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
16. If this Contract is a "consulting contract" or a "professional services contract" under Chapter 2254 of the Texas Government Code, then pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Cerner will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee's last date of employment at the System Agency.
17. Cerner acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Cerner may not accept employment from Cerner before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.
18. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Cerner certifies that no individual who was provide such consulting services to System Agency was employed by System Agency or another Texas state agency at any time during the two years preceding the Effective Date of this Contract or, in the alternative, Cerner has disclosed to the System Agency the following: () the nature of the previous employment with System Agency or the other agency; () the date the employment was terminated; and () the annual rate of compensation at the time of the employment was terminated.
19. Cerner represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract and that Cerner's provision of the requested goods and/or services under this Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
20. Cerner understands that HHSC does not tolerate any type of fraud. The agency's policies to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to

enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Cerner agrees to comply with applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.

21. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract, neither Cerner nor any representative of Cerner has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract, neither Cerner nor any representative of Cerner has violated any federal antitrust law; and (c) neither Cerner nor any representative of Cerner has directly or indirectly communicated any of the contents of this Contract to a competitor of Cerner or any other company, corporation, firm, partnership or individually engaged in the same line of business as Cerner.
22. Cerner represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Cerner or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract that would or could impair Cerner's performance or ability to perform under this Contract. If Cerner is unable to make the preceding representation and warranty, then Cerner instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Cerner's performance under this Contract. In addition, Cerner acknowledges this as a continuing disclosure requirement. Cerner represents and warrants that Cerner shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this cause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.
23. Cerner represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Cerner does not boycott Israel and will not boycott Israel during the term of this Contract.
24. Cerner certifies that for contracts for services, Cerner shall utilize the U.S. Department of Home and Security's E-Verify system during the term of this Contract to determine the eligibility of:
 - (a) all persons employed by Cerner to perform duties within Texas; and
 - (b) all persons, including subcontractors, assigned by Cerner to perform work pursuant to this Contract within the United States of America.
25. Cerner understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Cerner is subject to a civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
26. Cerner represents and warrants that it will comply with applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
27. Cerner represents and warrants that the individuals signing this Contract is authorized to sign on behalf of Cerner and to bind Cerner.

EXHIBIT H

AMS AND UCMS SERVICES

APPLICATION MANAGEMENT SERVICES SCOPE	
Scope of Use Limits	
<p>The Application Management Services (“AMS”) fees set forth in the “Solutions and Services” section of this Ordering Document are based on the following scope of use limits:</p>	
Scope of Use Metric	Scope of Use Limit
Licensed Software to be managed (“Managed Software”)	Behavioral Health Care Management CareNet/Documentation Core (Charge Services, Clinical Reporting/XR, FSI, Print Services/RRD) MPages P2 Sentine Pharmacy (w/ Departmental Supply Chain) PowerChart/PowerChart Ambulatory PowerChart LTC PowerOrders (Orders Management) Registration Management Scheduling Management
Production Domains	One (1) production domain commencing upon First Productive Use of the Managed Software and continuing through the Term.
Non-Production Domains	One (1) certification domain commencing upon First Productive Use of the Managed Software and continuing through the Term.
Facilities	The facilities as defined in the “permitted facilities” table, Exhibit E of this Amended and Restated EULA.
Configuration Change Backlog	Cerner will accept up to thirty-five (35) backlog configuration requests that are appropriately vetted, prioritized, and authorized by Client leadership. The change requests are to be submitted as Client resources are able to fully engage with design and validation changes each week. These configuration changes will be identified during the transition period and will be prioritized and completed within an agreed upon timeframe by Client and the Cerner AMS engagement leader after the transition period has been completed. Configuration changes may include adding orders, CCL modifications, event sets, and building new PowerForms. These configuration changes will not be subject to Service Level Agreements (SLAs).
Content Updates (i.e., Multum, ICD-10, CPT-4)	As required
New Custom Reports	Fifteen (15) CCL or Forty-five (45) PowerInsight reports per year. PowerInsight is a solution for creating reports from a library of data points. Data points pulled from live data and can be selected from a standard library or created through custom SQL. There will be a 3:1 ratio of PowerInsight reports to CCL reports.
<p>Note. The content stated above is not exhaustive but does cover the primary content packages. To avoid any doubt, AMS will keep a licensed content current for the Term stated in this Ordering Document. Client must keep subscriptions and licensing current for the content to be supported by AMS. Net new implementation of such content is not included as part of the AMS scope of support services. For example, ICD-10 implementation is Client’s responsibility, but Cerner will complete updates after implementation.</p>	
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

	<ul style="list-style-type: none"> o Third-party software o Professional services for the design and/or build of additional Licensed Software o Professional services for the implementation or a comprehensive redesign of the Managed Software o Modifications to source code or addition of custom tables o Development of and/or delivery of end-user training for any Managed Software o Development of interfaces o Development of <i>Discern</i> Advisors, <i>MPages</i>, and National Hospital Inpatient Quality Measures (NHIQM) o Application Monitoring Services (as set forth in "Application Monitoring") do not apply to any non-product domain o Factory or consulting professional services roll-outs o Clinical and support departmental workflow tasks that include or impact patient activity data (i.e., patient combinations, packaging orders, documenting results) o Upgrade projects for the implementation of a new Release Upgrade or Service Package Upgrade are outside of the AMS support scope and are included within the Upgrade Center Managed Services support services
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Scope of Use Expansion

In the event Client requests additional AMS support for additional solutions, additional fees will apply and will be determined on a case-by-case basis. Any such additional services or fees shall be set forth in a new Ordering Document.

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. Any additional fees due under the "Scope of Use Expansion" section shall be payable within 30 days following Client's receipt of an invoice for such fees.

Configuration, Setup, and Engagement Description

This Scope includes in-depth operational mode presentations with Client's teleapplication leaders, help desk manager, and information system (IS) analysts, multiple planning sessions with Client's teleleaders and the help desk manager, report setup, engagement meeting setup, change management setup, standard operating procedure documentation, ticket backlog transition planning, maintenance and monitoring tools setup, proactive checks including recommended priority and action plan, content review, and service record implementation. A description of each of the processes is set forth below.

Transition Planning Events	<ul style="list-style-type: none"> • Cerner will establish a planning session via teleconference to present transition plan and schedule Client education event to begin transition at Client's primary facility within 90 days prior to the scheduled service start date. Prior to the visit, Cerner will identify Client personnel needed during the visit. Objectives of the meeting include, but are not limited to: <ul style="list-style-type: none"> o Create visit/rapport and begin building relationships and commitment to the partnership o Establish ongoing weekly planning sessions with the appropriate Client leaders to initiate or develop specific processes, such as change management and configuration request processes o Establish a configuration change request process o Cerner solution architect(s) and Client change management subject matter experts (SMEs) analysts will participate in separate solution specific sessions: <ul style="list-style-type: none"> ▪ Solution 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 ▪ Review road map: integrate with architecture work with Client to understand road maps and assist with domain strategy ▪ Establish Client contacts ▪ Help Client understand how to maximize Cerner support services • Prior to event, perform <i>Bedrock</i>/solution-specific proactive audits on current product on domain and present findings
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Client Help Desk Interface	<ul style="list-style-type: none"> The Cerner Client Help Desk (“CCHD”) interface is a bidirectional interface that provides connectivity from Client’s existing help desk ticket system to Cerner’s ticket system. This allows the Client to create a ticket in Client’s current system to generate a service record in Cerner’s ticket system. All updates to either Client’s or Cerner’s ticket record will be captured in both systems and an activity will be created in both systems. Cerner will use its service record assignment created by the Cerner tool to track the ticket within Cerner. Ticket must be related with the Client’s ticketing system. During the transition, Cerner will review specifications, create and manage the project plan, and provide resources to build the interface on the eService side.
Incident Management Ticket Backlog Transition	<ul style="list-style-type: none"> During the transition stage, Cerner will review existing Client and Cerner Incident management tickets for the Managed Software, and will transition the appropriate Incidents to Cerner support. Cerner will review existing Client configuration request tickets for the Managed Software, and will transition vetted, prioritized tickets that Client resources are able to fully engage with on a weekly basis to Cerner support upon AMS go-live, as set forth in the “Scope of Use Limits” section of this Scope. Cerner will work to prioritize both the Incident management and configuration request tickets with Client and work toward resolution of such requests. Tickets currently logged with So out onWorks will remain with So out onWorks until closure.
Change Management	<ul style="list-style-type: none"> During the transition stage, Cerner will work with Client to set up and maintain a change management process. Cerner will draft a standard operating procedure document that outlines process and policies specific to AMS.
Client Governance Structure	<ul style="list-style-type: none"> Client employees are responsible for setting priorities, providing general decisions on-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 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 daily.
AMS Change Management 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 departmental workflow SMEs (a “Change Management Group”). The Change Management Group will be responsible for setting priorities as they relate to end-user requests, approving system changes and change schedules, engage with 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 Management Group. During the transition stage, Cerner will provide the structure for the Client’s Change Management Group, but it is Client’s responsibility to identify solution and departmental representatives, technical and clinical stakeholders, and executive oversight to participate in this Change Management Group to serve as product approvers. Client SMEs will vet end-user requests for change for appropriateness prior to submitting to AMS.
On-site AMS Role Descriptions	<ul style="list-style-type: none"> <u>Support Service Owner</u>. Manages Client relationships with broad scope to deliver on engagement milestones and scope of services. Responsibilities include appropriate executive relationship management, status reviews, and facilitate appropriate escalation of Client concerns and critical Incidents.
Support and Monitoring Tools	<ul style="list-style-type: none"> <u>Bedrock Packages</u> <ul style="list-style-type: none"> A Cerner tool used to build multiples of the same items such as orders in <i>Cerner Millennium</i> to ensure consistency and quality. Client must allow Cerner to keep the <i>Bedrock</i> code even within 3 months of the current code live. <u>AMS Dashboard</u> <ul style="list-style-type: none"> A standard monitoring tool designed for <i>Cerner Millennium</i> that enables several functions to be monitored from one solution. Client must allow Cerner to keep the AMS Dashboard code even within 3 months of the current code live. Client must grant access for Cerner tools to communicate with the system and database. AMS Toolkit Package <ul style="list-style-type: none"> Client must allow Cerner to keep the Toolkit Package updated on a quarterly basis During the transition, Cerner will request the installation of the above packages PowerInsight

	<ul style="list-style-type: none"> PowerInsight is a solution for report creation from a library of data points. Cerner must allow Cerner to keep the PowerInsight code and content even within 3 months of the current code version.
Proactive Review	<ul style="list-style-type: none"> Cerner will conduct ongoing analysis of the Managed Software to determine preferences, purging, and other settings that may impact the optimal use of the System. A settings found to be not aligned with recommendations will be documented and presented to Cerner to determine priorities, at which point Cerner will begin the necessary proactive changes following approved change management practices. If Cerner chooses not to pursue specific recommendations, Cerner will note the recommendation as "overridden", and will provide a report of a "overridden" recommendations at the next quarterly on-site review.
Standard Operating Procedure (SOP) Documentation	<ul style="list-style-type: none"> Cerner will provide Cerner with the following Documentation of AMS procedures: <ul style="list-style-type: none"> Work instructions outline the process for ticket logging, tracking, and the various Incident, service, and change request issue statuses that Cerner and Cerner 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.
Quarterly On-site Reviews	<ul style="list-style-type: none"> Once per quarter, Cerner will conduct a formal review, which may include discussions regarding service and operations progress and metrics, benefits, and Cerner feedback.
Travel Expenses	<ul style="list-style-type: none"> The AMS fees set forth in this Ordering Document include travel, lodging, per diem, or other out-of-pocket expenses incurred by Cerner personnel during the initial AMS transition period, not to exceed \$15,000. Additional travel requested, or necessary exceeding \$15,000 must be pre-approved and billed to Cerner monthly as incurred. Travel expenses for quarterly on-site reviews, or subsequent visits must be pre-approved by Cerner and will be billed to Cerner monthly, as incurred. Any estimate of expenses can change based on variables such as airfare and location of Cerner facility(s). <ul style="list-style-type: none"> <i>Note:</i> Cerner will honor the IRS per diem rates.

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"). Support includes changes to the Managed Software that does not require the addition of new functionality (i.e. adding medications integration) or new solutions. Each party agrees to perform its respective Application Management responsibilities as set forth in Table 1 below. **All 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.**

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

- Modification to existing orders, tasks, preferences, and users
- Addition of code sets (pre-defined lists) and alias (interface mapping)
- Building PowerForms, discrete task assays, orders (nursing and interdisciplinary documentation)
- Adding event sets (results review)

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 on specific security profiles. Notify Cerner of any changes to user security, such as termination and role change		X
1.1.2	Support user database for solution-specific security such as task access, positions, and role setup	X	
1.1.3	Maintain individual users accounts at the global level only as approved through change management	X	
1.1.4	Add new users and manage the individual users accounts		X

1.1.5	Cerner will create and manage user accounts for Cerner AMS associates	X	
1.2	Maintenance Activities		
1.2.1	Maintenance of remote reported structure using Cerner maintenance tools	X	
1.2.2	Capture customized workflows outside of Cerner recommendations	X	
1.2.3	Conduct end-user training		X
1.2.4	Build and maintain reference database elements using Cerner build tools	X	
1.2.5	Identify and provide printer and printer location(s) list		X
1.2.6	Perform event code/event set changes as required	X	
1.2.7	Maintain solution-specific security based on Client-supplied guidelines	X	
1.2.8	Maintain solution-level Microsoft Windows Terminal Server (WTS) locations	X	
1.2.9	Manage and maintain WTS locations master tracking documentation/map. Request WTS location modifications.		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 policies for handling patient data	X	
1.3.4	Provide Client with monthly service reports	X	
1.3.5	Provide accurate ticket description and example Provide point of contact who can verify requests complete		X
1.3.6	Provide internal Client help desk that serves as the primary point of contact for end users to address every type scenarios, on-site hardware, and application training support		X
1.3.7	Perform Daylight Savings Time management activities for the Managed Software	X	
1.3.8	Troubleshoot and resolve foreign system and medical device interface errors on the Cerner-side of Managed Software interfaces	X	
1.3.9	Troubleshoot and resolve foreign system and medical device interface errors on Client-side of interface		X
1.3.10	Departmental workflow tasks (i.e. person combinations, cancelling orders, resubmitting orders)		X
1.4	Operations Management		
1.4.1	Monitor purge job activity to ensure purges are completing successfully	X	
1.4.2	Set up and maintain purges and operations jobs	X	
1.4.3	Add/remove operations jobs	X	
1.4.4	Provide purge retention criteria		X
1.4.5	Set purge retention criteria for purge jobs and schedule jobs to run	X	
1.4.6	Complete event management threshold document and provide continuous directives regarding desired management of operations jobs and interfaces thirty (30) days prior to the AMS go-live date		X
1.5	CCHD Interface		
1.5.1	Provide specifications for the external help desk ticket system and, if applicable, provide Application Program Interface access		X
1.5.2	Review specifications, create, and manage project plan	X	
1.5.3	Provide resources to build interface on the eService side	X	
1.5.4	Provide resources to assist with technical questions and Client workflow with ticketing system		X

Custom Report Management

CCL or PowerInsight report (hereafter referred to as a "Custom Report") management is the maintenance of Client Custom Reports and Dicom rules. This includes an inventory of all reports and Dicom rules that are used in Client's Cerner Millennium production system. Cerner will make modifications to existing production Custom Reports or rules to address changes

requested by Client, as well as those required for release upgrades and content updates. Each party agrees to perform its respective Custom Report management responsibilities as set forth in Table 2 below. Creation of new Custom Reports and modifications to existing production Custom Reports impacting more than 25% of the code shall be considered new Custom Report development. If new Custom Report development services are included in the "Scope of Use Limits" section, Client is entitled to development of the number of new reports set forth therein. Cerner AMS reserves the right to deliver Custom Reports using whatever platform they see fit. 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 Management			
2.1	Custom Report Request			
2.1.1	Request modification to existing CCL report, PowerInsight report, or <i>Discern</i> rule Provide requirement and mockup of change			X
2.1.2	Troubleshoot issues with CCL reports, PowerInsight reports, or <i>Discern</i> rules in production		X	
2.1.3	Manage requests using tracking tool and report status to Client		X	
2.1.4	Modify and test CCL reports, PowerInsight reports, and <i>Discern</i> rules		X	
2.1.5	Within 30 days, validate and sign-off on CCL report and assure the integrity of the resulting data			X
2.1.6	Provide incident management and maintenance of custom reports (CCL reports, PowerInsight reports) not developed by Cerner until stabilized New reports developed by Cerner or Client will be considered stable 30 days from First Productive Use provided there are no documented issues from the validation process			X
2.1.7	Request new CCL or new <i>Discern</i> Rule configurations Provide requirement and mock up with the request			X
2.2	MPages Request			
2.2.1	Localization of Cerner-developed MPages utilizing a <i>Bedrock</i> wizard		X	
2.2.2	Development of net new or custom MPages			X

Content Management

Cerner will provide updates of content packages to Client, which includes standard content such as *Multum*, ICD-10, CPT-4, as well as code content included in exception service packages as needed. Each party agrees to perform its respective content management responsibilities as set forth in Table 3 below. NHIQM updates are excluded from content management. All 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 specifications		X	
3.1.3	Perform application related front-end specifications for service package loads		X	
3.1.4	Provide regression test scripts		X	
3.1.5	Monitor Licensed Software notifications (.e., flashes, advisories, Cerner Knowledge Network (CKN), etc.) and take necessary action		X	
3.1.6	Perform service package certification guidelines as needed		X	
3.1.7	Test service packages and fixes in non-production domain		X	
3.1.8	Validate service packages/software enhancements and fixes, and assure the integrity of the resulting data. Client is responsible for final sign-off			X

Application Monitoring

Cerner will provide a 24 hours per day, 7 days per week, every day of the year ("24 x 7 x 365") service to monitor and correct errors with interfaces, chart servers, operations jobs, remote report distribution (RRD), and printing. Profiles will also be created to inventory and baseline transaction volumes. Each party agrees to perform its respective responsibilities as set forth in Table

4 below. All 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.

No.	Table 4:	Cerner	Client
	Application Monitoring		
4.1	Cerner Millennium: Management		
4.1.1	Notify Cerner help desk of incidents found that affect service and require Cerner intervention	X	
4.1.2	Remove or deactivate non-current items monitored or managed by Cerner (such as printers, operations obs, and interfaces) with Cerner approval	X	
4.1.3	Notify Cerner of additions, removals, or non-standard configuration changes within Cerner interface engine, prior to implemented/completed changes		X
4.2	Cerner Millennium: Interfaces Monitoring		
4.2.1	Monitor <i>Cerner Millennium</i> outbound interface queue counts and status to ensure the active outbound interfaces are operational	X	
4.2.2	Monitor <i>Cerner Millennium</i> inbound interfaces status to ensure the active inbound interfaces running	X	
4.2.3	Monitor <i>Cerner Millennium</i> server status for medical device interface and beds medical device interface	X	
4.2.4	Operation and maintenance of non-Cerner side of foreign system and medical device interface		X
4.3	Cerner Millennium: Operations Job Monitoring		
4.3.1	Monitor <i>Cerner Millennium</i> scheduled operations jobs to ensure scheduled tasks trigger and process without error	X	
4.3.2	Restart operations jobs as required	X	
4.3.3	Provide rerun instructions for an operations job error	X	
4.3.4	Document and report operations job issues	X	
4.4	Cerner Millennium: Remote Report Distribution Monitoring		
4.4.1	Monitor <i>Cerner Millennium</i> remote-report distribution (RRD) server and RRD service status	X	
4.4.2	Monitor <i>Cerner Millennium</i> RRD communication port status	X	
4.4.3	Investigate RRD fax errors and retransmit as needed	X	
4.4.4	Manage RRD hardware (fax station, connectivity, modem status, and power)		X
4.4.5	Develop fax-related training communication to end users		X
4.5	Cerner Millennium: Print Queue Monitoring		
4.5.1	Monitor <i>Cerner Millennium</i> backend print queues for hung processes	X	
4.5.2	Enable down or cycle hung backend print queues	X	
4.5.3	Manage printer hardware devices and local connectivity		X
4.5.4	Monitor Cerner-owned print server queues		X
4.6	Cerner Millennium: XR Clinical Reporting Monitoring		
4.6.1	Monitor WebSphere application server status	X	
4.6.2	Monitor report request status	X	

Change Management

Cerner 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 Cerner. This process () ensures that changes occur in a controlled environment so that all parties understand the potential impact of an impending change and () identifies potentially affected systems and processes prior to implementation of the change(s). Cerner will authorize all changes that affect production domains as specified in the standard change management procedure. Cerner agrees to cooperate with Cerner in connection with providing reasonable and

appropriate configuration change windows and participation 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:	Cerner	Client
	Change Management		
5.1	Change Management		
5.1.1	Provide plan for Client's Change Management Group	X	
5.1.2	Identify representatives to comprise Client's Change Management Group and perform Client responsibilities as set forth in the structure		X
5.1.3	Provide and maintain an automated change management system for the centralized reporting and tracking of changes made by Cerner personnel	X	
5.1.4	Establish change management process that includes formal vetting and prioritization of requests for change by Client		X
5.1.5	Perform project management		X
5.1.6	Provide reporting to Client executive management	X	
5.1.7	Facilitate and participate in weekly AMS change management meetings	X	X
5.1.8	Agree to weekly production change window schedule	X	X
5.1.9	Communicate planned outages to end users		X
5.1.10	Client will allow verbal authorization for production environment change authorization (PECA) approvals for specific purposes (Emergency changes); any verbal approvals will be followed by a post-implementation documentation for record keeping purposes. Cerner and Client will review and modify (if applicable) the existing PECA SOP. Client agrees to designate an AMS engagement leader and integration architect on the PECA approval list		X
5.1.11	Communicate system changes on non-Managed Software to the Cerner team as necessary		X
5.1.12	Test all changes to the Managed Software prior to submitting to Client for validation	X	
5.1.13	Validate all changes to the Managed Software prior to moving them to production in a certified domain and immediately upon completion of the change in production		X
5.1.14	Perform User Acceptance Testing of solution enhancements and defect fixes to ensure the integrity of the resulting data		X
5.1.15	Provide 6-month notice to Cerner of material changes to Client growth in the scope of the Managed Software (e.g., order volumes, users), as set forth in the "Scope of Use Expansion" section of this Scope		X
5.1.16	Provide guidelines for governance structure to support change management activities and meetings	X	
5.1.17	Identify representatives to execute and participate within a governance structure		X
5.2	Service Management		
5.2.1	Provide monthly statistics and management reports to Client on service event attainment	X	

Incident and Problem Management

Incident management is the identification, assessment of impact, reporting, tracking, escalation, notification, and resolution of incidents that occur in the Managed Software. Problem management is the identification of root cause and corrective or preventative action for one or more incidents. Client's responsibility is for maintaining a staffed help desk that will provide the first line of support of users and data coordination cases. This line of support will distinguish issues with the Managed Software versus connectivity or infrastructure incidents. In addition, Client agrees to designate workflow SMEs at 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: Incident and Problem Management		Cerner	Client
6.1	Incident and Problem Management			
6.1.1	Provide single point of contact for proper escalation of Incidents and Problems		X	X
6.1.2	Log all Incidents in accordance with the documented processes set forth in this Ordering Document			X
6.1.3	Maintain ownership of all Incidents and Problems related to AMS through closure or unit agreement that the Incident or Problem is not within Cerner's scope of responsibility		X	
6.1.4	Perform root cause analysis on Problems that affect service level standards		X	
6.1.5	Notify Client help desk of Incidents found that affect service		X	
6.1.6	Staff operations 24 hours per day, 7 days per week ("24 x 7")		X	
6.1.7	Provide on-call support on staff 24 x 7		X	
6.1.8	Ensure proper notification and escalation of Incidents and Problems in accordance with standard operating procedures		X	
6.1.9	Differentiate between support and connectivity incidents, manage non-Managed Software Incidents and Problems with appropriate teams			X
6.1.10	Provide escalation process within Client's organization			X
6.1.11	Assign information technology coordinator as primary contact according to Cerner standard escalation processes			X
6.1.12	Provide assistance for third-party software issues and engage the appropriate third-party support teams when possible. SLAs do not apply		X	
6.2	Level 1 Help Desk			
6.2.1	Maintain Client help desk on a 24 x 7 basis to provide first line of support to end users and average first case resolution of 25% per month (excludes password resets)			X
6.2.2	Answer basic system questions			X
6.2.3	Route user tickets to the appropriate party			X
6.2.4	Gather relevant contact information and log all tickets			X
6.2.5	Maintain a library of electronic and printed system reference materials for use in answering user questions and resolving basic Problems			X
6.2.6	Perform password resets			X
6.3	Workflow and Change Management Subject Matter Experts			
6.3.1	Remain engaged on high/critical Incident cases as needed			X
6.3.2	Assist in validation of the resolution of an Incident as well as provide additional details for issue investigation as needed			X
6.3.3	Assist with end-user communication (downtimes, code changes, process changes, etc.)			X
6.3.4	Provide workflow training assistance			X

Service Level Agreement

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

Definitions

At Risk Amount means the maximum amount of Service Level Credits (SLCs) that Cerner may allocate to Client for Service Level Failures (SLFs) in any given month and is calculated by multiplying that month's actual monthly AMS fees by the risk percentage.

Business Day means Monday through Friday, 8 AM to 5 PM, Central Standard Time excluding Cerner recognized holidays.

Incident means an unplanned interruption or reduction in quality of a Cerner product or service.

Configuration Change means a requested change to a reference build.

<p>Measurement Period means the first full month starting 09/01/2019 and each full month thereafter during the Term.</p> <p>Problem means the root cause of one or more existing or potential incidents.</p> <p>Service Level Agreement (“SLA”) means the duration Cerner will have to resolve/update each incident/request that will have penalties associated.</p> <p>Service Level Objective (“SLO”) means a goal for the duration Cerner will have to close a ticket.</p> <p>SolutionWorks means Cerner’s level 3 support organization focused on providing a personal, positive support experience for Cerner clients; effectively detecting, preventing, responding to, and resolving issues. SolutionWorks provides deep troubleshooting and resolution to complex system issues.</p> <p>Ticket means the work requested by Client for Cerner to troubleshoot and repair, or add configuration changes to the product on solutions.</p> <p>Transition Period means the period of time required to transition AMS from Client’s current supplier to Cerner. The Transition Period is up to three (3) months from the initial transition event. Client agrees that it will direct its current supplier to cooperate in good faith with Cerner and provide information and assistance necessary for Cerner to complete the transition.</p>	
<p>Service Level Review</p>	<ul style="list-style-type: none"> On each 12-month anniversary of the end of the Transition Period, upon Client’s request, Client and Cerner will review the weighting factor allocation and adjust such allocation as mutually agreed. Upon completion of the annual review, the parties will update the weighting factors to reflect the agreement reached.
<p>Service Level Failures (“SLF”)</p>	<ul style="list-style-type: none"> An SLF will be deemed to occur whenever Cerner’s level of performance for a particular service fails to meet an SLA in a given month.
<p>Service Level Credits (“SLC”)</p>	<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 a SLA categories cannot exceed the risk percentage of 14% of the actual monthly charges for AMS. 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 SLCs 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 incrementally 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 cases, and the actual monthly charge for AMS was \$100,000, the SLCs 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.
<p>Root Causes</p>	<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 Ordering Document. With reasonable effort and with Cerner’s collaboration Client will address and correct Problems they have caused in attempts to mitigate and minimize subsequent occurrences of such Problems that prevents or could reasonably be expected to prevent Cerner from meeting the SLA.
<p>Excused Service Levels</p>	<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"> The actions or inaction of Client or its affiliates, third-party suppliers, or services recipients; Client’s prioritization of available resources;

	<ul style="list-style-type: none"> o Changes made to the environment by Cerner that were not communicated in accordance with the change management process; o Events beyond the reasonable control of Cerner, including but not limited to war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, fires, or acts of God; o Cerner not allowing Cerner to keep the <i>Bedrock</i> and <i>AMS Toolkit</i> packages within three (3) months of the current code. The <i>AMS Toolkit</i> package is required to keep the <i>AMS Event Management Dashboard</i> monitoring and management tools operational; o Cerner not having Lights-On installed and controlling data to the Lights-On network; o Help Desk interface not implemented; o Recommendations not pursued by Cerner which affect Cerner's ability to meet SLA or monitoring expectations can result in forfeiture of SLCs; o Failure to call into Cerner service for critical or high incidents; or o Non-product domains.
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Service Level Measurements

Application Incident Resolution SLA. A Cerner-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			
Critical	90% within 6 hours	3%	Monthly
High	90% within 18 hours	3%	Monthly
Moderate	90% within 3 business days	2%	Monthly
Minor	90% within 6 business days	1%	Monthly
Application Maintenance			
Critical	90% within 24 hours	3%	Monthly
High	90% within 48 hours	2%	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 14%.
- A single Weighting Factor cannot exceed 4%.
- Each Priority Definition must have a minimum of 10 tickets logged within the monthly measurement period to qualify for SLA penalties.
- Service level attainment calculation:
 - o $\frac{\text{(Number of tickets (by Priority) closed meeting the SLA attainment divided by the number of tickets closed (by Priority) x 100}}$
- Duplicate tickets will be treated as a single SLA.
- Note: Incident cases 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.

Incident Code Descriptions

Incident	Description
Critical	<ul style="list-style-type: none"> • Majority (greater than 50%) of concurrent users across all locations are unable to process transactions or access managed solutions critical to the ability to conduct daily business AND • No bypass or alternative 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 (25-50%) of concurrent users are unable to process transactions or access managed solutions required to conduct daily business OR

	<ul style="list-style-type: none"> A component of Managed Software required to complete a critical workflow is non-functional for more than one (1) user AND No bypass or a temporary workaround 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, a temporary or bypass exists. One or more Critical categories are impacted. Problems that would be considered immediate or high that have a workaround, a temporary, or bypass available will be assigned as a moderate incident.
Minor	<ul style="list-style-type: none"> A component, procedure or persona application (not critical to Client) is unusable. No impact to business, single incident failure, and a workaround, a temporary, or bypass is available. Deferred maintenance is acceptable.
Resolution Time	<ul style="list-style-type: none"> The Application Incident Response SLA performance time for a resolution will be calculated as the difference between the time a request is "opened" in Cerner tracking tool and the time the request is documented as "closed" in Cerner tracking tool, less the time the incident is in "Client Action" in Cerner eService tracking tool. An incident is considered in "Client Action" when Cerner is asking Client a question or when Cerner is requesting information from Client or for the duration of Client vacation. The Application Incident Response SLA performance time for requests needing a software change (software defect or software enhancement) will be calculated from the time the request is "opened" in 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 eService tracking tool. The request will be closed in the Cerner eService 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"> TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CLIENT'S RIGHTS UNDER THIS SECTION (SERVICE LEVEL AGREEMENT) CONSTITUTE ITS SOLE AND EXCLUSIVE REMEDY AND CERNER'S SOLE AND EXCLUSIVE OBLIGATIONS WITH RESPECT TO ANY SERVICE LEVEL FAILURE.

Application Maintenance (Change) SLA and SLO

Application Configuration requests are changes to support existing functionality in Managed Software. A Application Configuration request will be analyzed upon receipt. Cerner and Client will agree upon the category unless otherwise a ready 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
Critical	The request will resolve an issue with patient care or have a positive financial impact.	
High	The request is of a time-critical nature that will not necessarily affect patient care or create a financial impact to Client.	
Entitlement	Description	SLO
Basic	Examples of basic configuration include updates to an existing orderable, printer, appointment type, etc.	5 business days
Advanced	Examples of advanced configuration include updates to an existing power-form, chart form, new orderable, etc.	10 business days
Complex	Examples of complex configuration include updates to an existing interface script, new chart format, 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 CCL reports, <i>Discern</i> rules, person management rule, etc. Both parties will agree upon the turnaround time for these types of requests after the scope has been determined and mutually agreed upon. Cerner is responsible for developing a business design and associated scope for such requests.	Negotiated at time of scoping

<p>Performance Time</p>	<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 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 Cerner tracking tool, less the time the request is in "Client Action" in Cerner eService tracking tool. Issues 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 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 tracking tool. The request is considered in "Client Action" when Cerner is asking Client a question or when Cerner is requesting information from Client.
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UPGRADE CENTER MANAGED SERVICES

Upgrade Projects

<p>Services Overview</p>	<ul style="list-style-type: none"> • Upgrade projects are intended to update Client's current production code base(s) to Cerner's latest generally available code base(s) at the time of each project. It is not within this Scope to modify or build new application functionality, with the exception of selected Upgrade Center Prevent and Advance Services. • Upgrade project scope for this agreement includes: <ul style="list-style-type: none"> o <i>Cerner Millennium</i> - Two (2) Release upgrades and Two (2) Service Package Upgrades o <i>MPages</i> – Four (4) MPage Upgrades • Each upgrade project will focus on testing the majority of functionality; however, it will not test every user and every build tool. Testing will consist of two major end user positions identified by Client for each solution. Testing will be based on a detailed test script developed by Cerner based upon recommended approach and Client input gathered from solution assessments and Client provided test scripts. • An upgrade project is considered in scope if the project kickoff is completed before the end of the contracted UCMS term. 																		
<p>Scope of Use Expansion</p>	<ul style="list-style-type: none"> • If Client elects to implement additional solutions not covered under this Scope, Cerner and Client agree to negotiate fees for any upgrade services related to such additional solutions. The additional upgrade services fees will be set forth in a new Order ng Document. • If Client elects to contract to a fixed number of upgrades, additional upgrades may need to be purchased at a later time based on Cerner release schedules and best practice recommendations. • Exclusions include: <i>CareAware</i> upgrade and/or <i>FetaLink</i> upgrade. 																		
<p>Work Effort</p>	<ul style="list-style-type: none"> • Each upgrade project is primarily composed of technical and testing events. Cerner will complete the majority of the activities as defined in the detailed work effort below and the detailed project plan that will be defined during project planning. However, Client will be required to engage in certain events or tasks that are specific to Client's domain or environment. The grids below reflect tasks that will be included in the Release Upgrade and the responsible party for each. The estimated duration of this Scope is based on 90 days which begins with code installation in the first domain and ends with the upgrade of Client's production domain. 																		
<p>Project Management Work Effort</p>	<table border="1"> <thead> <tr> <th align="center">(P = Primary, R = Review, A = Assist)</th> <th align="center">Cerner Resource</th> <th align="center">Client Resource</th> </tr> </thead> <tbody> <tr> <td>Roadmap and status of all upgrade projects.</td> <td align="center">P</td> <td align="center">A</td> </tr> <tr> <td>Manage the upgrade project.</td> <td align="center">P</td> <td></td> </tr> <tr> <td>Create and maintain the application and technical assessments</td> <td align="center">P</td> <td></td> </tr> <tr> <td>Review and update communications plan. Coordinate upgrade calls with Client and Cerner teams. Produce weekly project status reports.</td> <td align="center">P</td> <td></td> </tr> <tr> <td>Create and maintain upgrade project plan.</td> <td align="center">P</td> <td></td> </tr> </tbody> </table>	(P = Primary, R = Review, A = Assist)	Cerner Resource	Client Resource	Roadmap and status of all upgrade projects.	P	A	Manage the upgrade project.	P		Create and maintain the application and technical assessments	P		Review and update communications plan. Coordinate upgrade calls with Client and Cerner teams. Produce weekly project status reports.	P		Create and maintain upgrade project plan.	P	
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UPGRADE CENTER MANAGED SERVICES			
	Work with Client to ensure that Cerner written custom CCL scripts are identified, modified, and repackaged as necessary. Modifications are limited to 100 hours. If additional hours are required a new Ordering Document must be executed by the parties.	P	A
	Establish scope and domain strategy based on current recommended practice.	P	R
	Identify and secure resources	P	A
	Determine and document initial package requirements. Identify and resolve potential stray code that Client has currently installed.	P	
	Collaboratively work with Client to define database build and testing requirements.	P	R
	Engage appropriate resources to complete the build and testing. Establish the testing strategy. Ensure appropriate testers are identified.	P	A
	Review training resources and strategies. Communicate strategy for retraining continuing education information to the appropriate education associations. Verify Client has SOPs and supplies.		P
	Identify and mitigate risks.	P	
	Coordinate testing per project plan and domain strategy. Gain appropriate sign-offs.	P	
	Ensure end user training has been communicated or conducted prior to cut-over to new release.		P
	Prepare cut-over plan. Ensure appropriate Client and Cerner resources are scheduled for upgrade and post upgrade support.	P	A
	Upgrade to new release and manage post upgrade issues	P	A
Application Work Effort	Module Name - Will be Tested and Upgraded	Cerner Resource	Client Resource
	Documentation (Physician & Nursing)	P	A
	Behavior Health	P	A
	Care Management	P	A
	Concurrence Reporting/RRD	P	A
	Emergency Management	P	A
	Enterprise Master Person Index	P	A
	MPages	P	A
	Pharmacy (PharmNet) (Departmental Supply Chain)	P	A
	PowerChart/PowerChart Ambulatory	P	A
	PowerChart LTC	P	A
	PowerOrders (Order Management)	P	A
	Registration Management	P	A
	Scheduling Management	P	A
		(P = Primary, R = Review, A = Assist)	Cerner Resource
Evaluate solution on changes and impact to production environment.	P		
Identify and execute database changes that are required to maintain current solution functionality.	P	R	
Complete non-production domain physical device configuration(s) – to ensure printing occurs on non-production printer(s), i.e., charts, requisitions, labels, reports, and operations obs.		P	
Complete non-production domain backend system configuration(s) – to ensure printing occurs on non-production printer(s), i.e., charts, requisitions, labels, reports, and operations obs.	P		
Incorporate Client specific testing requirements from Client test scripts into base recommended test scripts.	P	R	
Validate non-production upgrade domain. This will ensure that the domain is a true copy of the production domain prior to performing upgrade activities. The majority of this activity will be ongoing to Cerner. Client resources will be needed to configure and test interfaces, medical devices, PACS, document imaging, and local devices.	P	A	

UPGRADE CENTER MANAGED SERVICES

Perform regress on test ng per project p an and doma n strategy. Test ng may cons st of manua and automated test ng. C ent resources w be needed to test C ent managed dev ces.	P	A
Perform user acceptance and IT ntegrat on test ng per project p an and doma n strategy.		P
Perform user acceptance and IT test ng on systems nterfaced to Cerner. Inc ludes Fore gn System Interface test ng of non-M enn um/Cerner nterfaces.		P
Prov de educat on updates to C ent tra ners.		P
Manage so ut ons ssue st. Work w th C ent and Cerner to ach eve ssue reso ut on unt code moved to product on.	P	
Support product on upgrade to new re ease.	P	A
Cerner w up ft and mport Phys c an Documentat on to the atest code dependent funct ona ty nc ud ng: <ul style="list-style-type: none"> Add tona Cerner Bas c Content Temp ates and EMR Content Up to 25 ex st ng temp ates w be reconc ed to nc ude new content Add tona Phys c an Documentat on <i>MPages</i> v ew components w be added to ex st ng Workf ow <i>MPages</i> Imag ng support for Phys c an Documentat on w be mp emented f CAMM and Med a Ga ery are ve n the product on env ronment pr or to project k ckoff and the necessary dependent code s nsta ed. 	P	
Ident fy a app cab e Prevent and Advance Serv ces. Prevent and Advance Serv ces nc ude performance mp rovements, phys c an exper ence standard database changes, as we as Upgrade Innovat ons. C ents may p ck up to 10 Upgrade Innovat ons for each so ut on from a custom zed st of ava ab e enhancements prov ded by Cerner. Cerner w dent fy the appropri ate bu d steps needed to mp ement each Prevent and Advance Serv ce, create and execute appropri ate test scr pts for each Prevent and Advance Serv ce, and w reso ve ssues dent fied w th the funct ona ty.	P	R

Technical Work Effort	<ul style="list-style-type: none"> Assumpt ons <ul style="list-style-type: none"> ALL FACILITIES ARE TRAINED AND GO LIVE AT THE SAME TIME 																					
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UPGRADE CENTER MANAGED SERVICES																					
	Upgrade non-product on domains per domain strategy and project plan. This includes loading front end code warehouse and configuring Content servers (Mutum, RRD, charting as per the domain strategy).	P	A																		
	Content responsible for Content managed devices with respect to code dissemination in the non-product domain. This includes the setup of any Content managed devices, including, but is not limited to: Cerner Connectivity Engines, Room Link devices, myStation devices, software programmable D/As, capacity management tracking tags, handheld devices, Vista Sign Monitors and any other fact content or network installed device that needs to be tested.	A	P																		
	Assist with a necessary technical issue troubleshooting and issue resolution.	P																			
	Configure interfaces for non-product on domains per domain strategy and project plan.	P																			
	Upgrade the training domain.	P																			
	Upgrade the product on domain. This includes the back-end steps as well as loading front-end code warehouse. Cerner will run the up time steps and downtime steps and capturing the timings for each of these processes.	P	A																		
	Upgrade front end devices in the product on domain (Ctrx, Mutum, charting, RRD and any other additional servers, etc.).	P																			
	Support product on upgrade to new release.	P																			
	Refresh Content certification domain. Cerner will be responsible for refreshing the certification domain from the product on domain within 2 weeks after the upgrade has been finalized. This needs to be completed within 4 weeks of the upgrade and should not extend beyond 6 weeks post upgrade go-live.	P	A																		
	<ul style="list-style-type: none"> This project includes only the items set forth in this Scope. A new Ordering Document must be executed by the parties for Content requests additional tasks beyond those set forth herein. 																				
Project Completion	<ul style="list-style-type: none"> This Scope will be considered complete on the date the upgrade project is moved into the product on domain. 																				
Ongoing Certification Package Testing																					
Services Overview	<ul style="list-style-type: none"> Ongoing certification on package testing services is intended to test any new service package (SP) Content deems necessary to move to production. Cerner will test in one certification domain, called CERT for the remainder of this scope document. It is not within the Scope of this ongoing testing to modify or build application functionality. This testing is not intended to be related to new software or workflow implementation. Testing will be initiated when Content logs a service request (SR) indicating a CERT SP install. Testing will be based on the most recent Service Package Re-base or Release Upgrade project test scripts and can only be initiated after such a project has been completed by Cerner. SPs include: services packages, except on packages and diagnostic packages. All other package types will not be tested by Cerner. 																				
Project Management Work Effort	<table border="1"> <thead> <tr> <th>(P = Primary, R = Review, A = Assist)</th> <th>Cerner Resource</th> <th>Content Resource</th> </tr> </thead> <tbody> <tr> <td>Manage ongoing CERT SP domain testing.</td> <td>P</td> <td></td> </tr> <tr> <td>Engage appropriate resources to complete the testing. Establish the testing strategy.</td> <td>P</td> <td></td> </tr> <tr> <td>Attend weekly meetings to review any ongoing CERT SP testing.</td> <td>P</td> <td></td> </tr> <tr> <td>Provide education updates to Content trainers as needed. Ensure end user training has been communicated or conducted as needed prior to production SP install.</td> <td></td> <td>P</td> </tr> <tr> <td>Ensure new SPs installed and manage post upgrade issues in production.</td> <td></td> <td>P</td> </tr> </tbody> </table>			(P = Primary, R = Review, A = Assist)	Cerner Resource	Content Resource	Manage ongoing CERT SP domain testing.	P		Engage appropriate resources to complete the testing. Establish the testing strategy.	P		Attend weekly meetings to review any ongoing CERT SP testing.	P		Provide education updates to Content trainers as needed. Ensure end user training has been communicated or conducted as needed prior to production SP install.		P	Ensure new SPs installed and manage post upgrade issues in production.		P
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UPGRADE CENTER MANAGED SERVICES

Application Work Effort	<ul style="list-style-type: none"> • The following solutions are included: <ul style="list-style-type: none"> ○ Documentation (Physician & Nursing) ○ Behavioral Health ○ Care Management ○ Clinical Reporting/RRD ○ Eligibility Management ○ Enterprise Master Person Index ○ MPages ○ Pharmacy (PharmNet) (Departmental Supply Chain) ○ PowerChart/PowerChart Ambulatory ○ PowerChart LTC ○ PowerOrders (Order Management) ○ Registration Management ○ Scheduling Management 																		
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Knowledge Transfer	<ul style="list-style-type: none"> • Cerner will provide knowledge transfer throughout this project. This knowledge is supplemented by documentation found at cerner.com or uCern Wiki: <ul style="list-style-type: none"> ○ Reference Pages ○ Upgrade Guides ○ Package Reports ○ Release Details ○ Implementations sessions ○ Additional education and training information is available at cerner.com and may have additional cost.
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UPGRADE CENTER MANAGED SERVICES	
Client Obligation	<ul style="list-style-type: none"> • Cerner shall perform the services provided hereunder in accordance with industry practices and standards generally applicable to such services; however, Client must determine, based on its standard operating procedures, accrediting body standards, governing regulatory bodies, patient population, employees, and tools, how best to validate aspects of the system. Client acknowledges and agrees that it will work with Cerner to () develop and approve the IT test plans and user acceptance test plans, () perform or supervise the testing activities performed by Client, () provide additional training and information to end users regarding the changes made, (v) approve the content and completion of the testing activities, (v) perform User Acceptance Testing. Cerner accepts no responsibility or liability for any claims, actions, losses, or damages incurred by Client or any third party arising from or out of Client failure to adequately test and/or validate the changes requested hereunder. • Client agrees to: <ul style="list-style-type: none"> o Comply with Cerner Product on Environment Change Authorization (PECA) process. o Provide documentation and support phone numbers for all relevant hardware and software providers. o Provide a security officer to define and monitor user access. o Remain actively engaged in the upgrade project until completion. o Ensure change controls followed, and no updates are made to the production environment during the Release Upgrade. o Provide access to all domains that will be affected during the upgrade project via a Ctrix connection and/or a direct connection. The preferred methods are Ctrix or ssm or connection allowing multiple users access to the same environment at the same time via one connection.
Client Project Management Obligations	<ul style="list-style-type: none"> • Provide a liaison to work with Cerner Release Upgrade manager. Typically, Client's application manager or equivalent. • Collaboratively work with Cerner while reviewing, editing and approving appropriate IT test scripts and user acceptance integration test scripts. • Approve the content and completion of the testing. • Authorize Cerner to move the code to production. • Provide upgrade support coverage for all departmental areas affected. • Schedule downtime with the users. • Perform the responsibilities as designated in the project plan.
Client Application Obligations	<ul style="list-style-type: none"> • Provide specified contacts to work with Cerner on application specific testing and issue resolution. He/she will be the focal point for the Cerner associates relative to the fulfillment of the request and will have the authority to act on Client's behalf in matters regarding the requests. • Review, edit and approve appropriate IT test scripts and user acceptance test scripts. • Provide upgrade support coverage for all departmental and clinical areas affected. • Test all site-specific custom programs e.g. CCLs In-ambulatorion Flow Sheet, Request on Forms • Define printer routings • Test local devices such as interfaces, printers, MDIs, BMDIs, Bus devices, scanners, etc. • Perform the responsibilities as designated in the project plan.
Client Technical Obligations	<ul style="list-style-type: none"> • Provide upgrade support coverage for all departmental areas affected. Provide someone who could assist with interfaces, printers, network team, and the monitoring of operations. Provide someone to test any custom scripts • Perform the responsibilities as designated in the project plan. • Ensure hardware and software required for the Release Upgrade or installation is available and operational - this includes: <ul style="list-style-type: none"> o Updating layered products (i.e., Front-end operating systems, Ctrix ICA software, any other third-party solutions that reside on devices located on-site that are not covered in the RHO agreement) to meet the minimum requirements for the new release. These tasks (if needed) should be documented in the upgrade project plan for reference. A new Ordering Document must be executed by the parties if there is a requirement to upgrade layered products and Client would like Cerner assistance. This work is outside the scope of this engagement.

UPGRADE CENTER MANAGED SERVICES	
	<ul style="list-style-type: none"> o Ensuring hardware is available to test Client servers or devices such as interfaces, printers, MDIs, BMDIs, Bus devices, scanners, etc. located on-site. o Ensuring end user devices meet minimum specification requirements as published by Cerner for the current code release. o Ensuring Client managed hardware (memory, CPU and storage space) will be sufficient to handle any increases associated with utilization of the new release. <ul style="list-style-type: none"> • Ensure a testing is completed that is not specifically indicated in the Work Effort as a Cerner responsibility. • Provide a necessary documentation of requested configurations. • Provide documentation and support phone numbers for a relevant contact person including Client contacts for hardware and software suppliers. • Provide the performing Cerner associate appropriate access to applicable systems on-site travel is required. This includes physical access to spaces (typically during business hours) and user IDs and passwords to include root or system key access accounts for the execution of the upgrade steps and troubleshooting as well as network administration accounts for front-end. • Provide suitable workspace for the Cerner associate with phone access on-site travel is required. • Ensure the service keys to any systems are made available. • Ensure host definitions have been generated and are available for connection. • Provide host interface information, including, but not limited to destination address, local adapter address, exchange ID, and remote and local LU names, etc. • Provide operator guides for any requested equipment that will be used in the configuration and connection process. • Verify/Define/Set up of printers for non-product domains. • Verify end user device rollout. Client is responsible for a Client managed device code dissemination and any individual set up to Client managed devices. • Set up and configure interfaces into non-product domains used for testing.
User Acceptance Integration Testing	<ul style="list-style-type: none"> • Client will remain engaged in and participate in the upgrade projects. User acceptance test scripts/plans will be developed in conjunction with the Client Users, Client IT, and Cerner. Cerner understands the solution applications and the Client understands the workflows. User acceptance test scripts/plans are developed with the intention to test the system in accordance with how the system is utilized by Client users.
Upgrade Center Points of Presence	<ul style="list-style-type: none"> • Cerner will perform a upgrade related project work remotely unless previously agreed upon prior to the execution of this Ordering Document. When needed, as defined by the project plan, Cerner associates will work from Client facility. Upgrade project related travel will be pre-approved by Client and travel expenses billed to Client monthly, as incurred. Authorized travel expenses will be reimbursed in accordance with the laws and guidelines of the state of Texas regarding reimbursement of such expenses.
Special Notes	<ul style="list-style-type: none"> • Several pieces of functionality are being deprecated with the Cerner Millennium 2018.01 release update. Some of the deprecations are minor and will require minimal database changes or training. Others may require more planning and action. Client will need to have replacement solutions/functionality in production at the time of Cerner's domain-copy (at the start of the Release Upgrade project), or project delays or additional fees may apply.