

**Cerner**

Cerner Corporation
2800 Rockcreek Parkway
Kansas City, MO 64117

Client: Ventura County Healthcare Agency
2323 Knoll Dr
Ventura, CA 93003-7307

Invoice No: EXEC Schedule No. 2
Invoice Date: July 27, 2012
Due Date: Execution

Remit: Via FedEx:
Cerner Corporation
Attn: Accounts Receivable, 5th Floor
2800 Rockcreek Parkway
Kansas City, MO 64117

(or)

Via Wire Transfer:
ABA Routing Number: 101000187
Bank: US Bank
For Further Deposit to Bank Account: 5290000743

TOTAL AMOUNT DUE \$653,737

Sales tax, if applicable, will be invoiced separately

If there are questions regarding this invoice, please call Cerner Finance at (816) 201-5220.

Schedule No.	Description	Total Product Amt.	Percent Billed	Net Amount
2	EXECUTION PAYMENT	\$ 653,737.00	100%	\$ 653,737.00
Grand Total:				\$653,737



CERNER SYSTEM SCHEDULE NO. 2

This Cerner System Schedule is made on July 27, 2012 ("Effective Date"), between

Ventura County Healthcare Agency ("Client")

and

Cerner Corporation ("Cerner")

a California corporation with its principal place of business at:

a Delaware corporation with its principal place of business at:

2323 Knoll Dr
Ventura, CA 93003-7307
Telephone: (805) 677-5110

2800 Rockcreek Parkway
Kansas City, MO 64117, U.S.A.
Telephone: (816) 221-1024

As of the Effective Date, the Schedule consists of the attachments described below. Client hereby agrees to accept the products and services set forth in the attachments, and Cerner agrees to furnish such products and services, upon the terms and conditions of this Cerner System Schedule and the Contract, dated October 04, 2011, between Client and Cerner (the "Agreement"). The products and services shall be delivered tax free and such Licensed Software shall be delivered electronically, when possible.

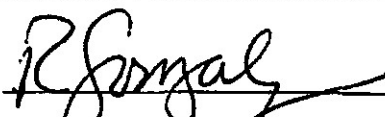
This Cerner System Schedule No. 2 includes the following attachments:

- Attachment I - Scope of Use Specifications, Payment Terms and Summary of Purchase Price
- Attachment II - Equipment
- Attachment III - Licensed Software
- Attachment III - Learning Software (not applicable)
- Attachment IV - Sublicensed Software
- Attachment V - Subscriptions
- Attachment V - Managed Services (not applicable)
- Attachment V - Application Service Provider
- Attachment VI - Advanced Technology Solutions (not applicable)
- Attachment VII - Packaged Solutions (not applicable)
- Attachment VIII - Transaction Services
- Attachment IX - Professional Services
- Attachment X - Shared Support Program
- Attachment XI - Transaction Services Terms
- Attachment XII - Enhanced EDI for Eligibility and Benefits Verification Service
- Exhibit A - Professional Services Scope
- Exhibit B - Maintenance
- Exhibit C - Managed Services Scope (not applicable)
- Exhibit D - Application Services Scope
- Exhibit E - Transaction Services Scope (not applicable)

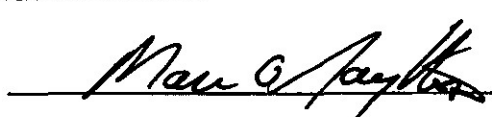
VENTURA COUNTY HEALTHCARE AGENCY

CERNER CORPORATION

By:


ROBERT GONZALEZ
(type or print)

By:


Marc G. Naughton

Title:

HCA DIRECTOR

Title:

Executive Vice President
and Chief Financial Officer

SIGNATURE PAGE

Ventura County Healthcare Agency
1-2J58SRR

**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT I
SCOPE OF USE SPECIFICATIONS, PAYMENT TERMS, AND SUMMARY OF PURCHASE PRICE**

1. DESIGNATED AND PERMITTED FACILITIES

1.1 Designated Facility. Facility where the solutions shall reside:

Ventura County Healthcare Agency
2323 Knoll Dr
Ventura, CA 93003-7307, USA

1.2 Permitted Facilities. For use and access by the following Permitted Facilities:

Organization	Address	City	State/ Province	Zip/Postal Code	Country
Ventura County Healthcare Agency	2323 Knoll Dr	Ventura	CA	93003-7307	USA
Academic Family Urgent Care	3291 Loma Vista Rd Bldg 340 Ste 101	Ventura	CA	93003-3099	USA
Anacapa Surgical Associates	3170 Loma Vista Rd	Ventura	CA	93003	USA
Behavior Health Fillmore Childrens	828 Ventura Street Ste 240	Fillmore	CA	93015-1882	USA
Behavioral Health - Simi Center DDP	3150 Los Angeles Ave.	Simi Valley	CA	93065-3940	USA
Behavioral Health - Ventura	4258 Telegraph Road	Ventura	CA	93003-3706	USA
Camarillo WIC	3615 E. Las Posas Rd Rooms 160-161	Camarillo	CA	93010-1479	USA
Casa De Esperanza	1750 S. Lewis Rd.	Camarillo	CA	93012-8520	USA
Conejo Valley Family Medical Group	223 E Thousand Oaks Blvd	Thousand Oaks	CA	91360	USA
Conejo Valley Youth & Family Services	72 Moody Court	Thousand Oaks	CA	91360-8067	USA
Crisis Residential Treatment Center	300 Hillmont Ave.	Ventura	CA	93003-1651	USA
Employee Health Services	800 S Victoria Ave	Ventura	CA	93009	USA
Family Care Center	3291 Loma Vista Rd Suite 201	Ventura	CA	93003	USA
Fillmore Family Medical Group	828 Ventura St	Fillmore	CA	93015	USA
Fillmore WIC	828 Ventura St. Suite 110	Fillmore	CA	93015-1879	USA
Health Care Agency Administration	2323 Knoll Drive	Ventura	CA	93003-7307	USA
Hematology-Oncology Clinic	3291 Loma Vista Rd Suite 501	Ventura	CA	93003	USA
Hillmont Psychiatric Center	200 Hillmont Ave	Ventura	CA	93003	USA
Immunology Clinic	3147 Loma Vista Rd	Ventura	CA	93003	USA
John K. Flynn Community Clinic	3100 N Rose Ave	Oxnard	CA	93030	USA
Las Flores Family Planning	2500 S C St	Oxnard	CA	93033	USA
Las Islas Family Medical Group	2400 S C St	Oxnard	CA	93033	USA
Las Islas Womens Health Clinic	2400 South C St	Oxnard	CA	93033	USA
Las Posas Family Medical Group	3801 Las Posas Rd Ste 214	Camarillo	CA	93010-1426	USA
Magnolia Family Medical Clinic	2240 E. Gonzales Rd	Oxnard	CA	93036	USA
Magnolia MSC East	2240 E. Gonzales Rd. Ste 100	Oxnard	CA	93036-8212	USA
Magnolia Urgent Care	2240 E Gonzales Rd Ste 100	Oxnard	CA	93036-8212	USA
Mandalay Bay Women & Children's Center	2000 Outlet Center Dr	Oxnard	CA	93036-0607	USA
Medicine Specialty Center West	133 W Santa Clara St	Ventura	CA	93001	USA
Moorpark Family Care Center	35 W Los Angeles Ave	Moorpark	CA	93021	USA
N. Oxnard Family Planning	2240 E Gonzales Rd Rm 140	Oxnard	CA	93036-8212	USA
N. Oxnard WIC	2240 E. Gonzales Road Suite 170	Oxnard	CA	93036-8215	USA
Neuroscience Center of Ventura County	3170 Loma Vista Road	Ventura	CA	93003-2970	USA
Orthopedic Clinic	3291 Loma Vista Rd	Ventura	CA	93003	USA
Oxnard WIC	400 South B Street	Oxnard	CA	93030-5916	USA



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NO. 2
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SCOPE OF USE SPECIFICATIONS, PAYMENT TERMS, AND SUMMARY OF PURCHASE PRICE**

Organization	Address	City	State/Province	Zip/Postal Code	Country
Pediatric Hematology - Oncology Clinic	3291 Loma Vista Rd Suite 302	Ventura	CA	93003	USA
Pediatrics Diagnostic Center	3291 Loma Vista Rd Ste 301	Ventura	CA	93003-3099	USA
Physical Therapy in Santa Paula	570 Main Street Ste 9	Ventura	CA	93001	USA
Piru Medical Center	4061 Center St	Fillmore	CA	93015-1876	USA
Plastic Reconstructive & Hand Surgery Center	3180 Loma Vista Rd	Ventura	CA	93003-2918	USA
Public Health	2240 E. Gonzales Road	Oxnard	CA	93036-8210	USA
S. Oxnard Family Planning	2500 South C Street	Oxnard	CA	93033-4580	USA
S. Oxnard WIC	2500 South C Street Ste. A	Oxnard	CA	93033-4571	USA
Santa Paula Hospital Clinic	845 North Tenth Street P.O. Box 270	Santa Paula	CA	93080-1309	USA
Santa Paula Main Street Clinic	1334 E Main Street	Ventura	CA	93001	USA
Santa Paula Memorial Hospital	825 Tenth St Suite 3	Santa Paula	CA	93060-1309	USA
Santa Paula Public Health	620 W Harvard Blvd	Santa Paula	CA	93060-3137	USA
Santa Paula West	254 W Harvard Blvd	Santa Paula	CA	93060	USA
Santa Paula Youth & Family Mental Health Services	333 W Harvard Blvd	Santa Paula	CA	93060-3225	USA
Security & Disaster Supply Storage	3291 Loma Vista Rd. Bldg 309	Ventura	CA	93003-3099	USA
Sierra Vista Family Medical Clinic	4531 Alamo St	Simi Valley	CA	93063	USA
Simi Valley Family Planning	660 E Los Angeles Ave Ste B2	Simi Valley	CA	93065-1884	USA
Simi Valley Public Health	1133 B East Los Angeles Ave.	Simi Valley	CA	93065-2846	USA
South Oxnard Public Health	2500 S. "C" St. Ste. D	Oxnard	CA	93033-4574	USA
Thousand Oaks WIC	80 E. Hillcrest Rm. 205C	Thousand Oaks	CA	91360-7880	USA
Urology Clinic	3291 Loma Vista Rd Ste 402	Ventura	CA	93003-3099	USA
VCMC Physical Therapy	3212 Loma Vista Rd.	Ventura	CA	93003-3000	USA
Ventura County Behavioral Health - Children	5740 Ralston St. Suite 100	Ventura	CA	93003-7847	USA
Ventura County Behavioral Health Clinic - Oxnard	1911 Williams Drive	Oxnard	CA	93036-2612	USA
Ventura County Medical Center	3291 Loma Vista Rd	Ventura	CA	93003-3099	USA
Ventura Family Planning	133 W Santa Clara St	Ventura	CA	93003	USA
Ventura Public Health	3147 Loma Vista Rd.	Ventura	CA	93003-2917	USA
West Ventura Medical Clinic	133 W Santa Clara St	Ventura	CA	93001	USA
WIC Administration	2240 E. Gonzales Road Ste 290	Oxnard	CA	93036-8225	USA
Women's Health Clinic	3291 Loma Vista Ste 403	Ventura	CA	93003-3099	USA

2. SCOPE OF USE SPECIFICATIONS

- 2.1 Scope of Use Limits.** The fees set forth in this Cerner System Schedule are based on the following scope of use limits:

Solution Description	Scope of Use Metric	Scope of Use Limit	Scope of Use Metric Description
PathNet	Anatomic Pathology Procedures	11,756	Total number of annual ordered anatomic pathology cases including cytology cases.
PathNet	Devices	1	Total number of instruments, PCs, handheld devices, or other type of devices applicable to the application being licensed.
Womens Health	Births	2,449	Total annual births excluding fetal deaths.
Cerner Encoder/Grouper	Beds	292	Total facility beds set up and staffed.



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Solution Description	Scope of Use Metric	Scope of Use Limit	Scope of Use Metric Description
Cerner Local Coverage Determination	Beds	292	Total facility beds set up and staffed.
EK for Rehab (Acute Care Facility) - Inpatient	Admissions	14,688	Total number of annual facility admissions.
EK for Rehab (Acute Care Facility) - Outpatient	Outpatient Visits	426,612	Total number of annual outpatient visits. An outpatient visit is defined as a visit by a patient who either receives ambulatory services or is lodged in the hospital less than 24 hours while receiving medical, dental, or other services.
Synoptic Reporting CAP Cancer Checklists	Each	1	Every one considered separately.
ZynxOrder Catalog Content	Admissions	14,688	Total number of annual facility admissions.
Discern nCode for Ambulatory	Note	2,500	Total number of physician encounter notes processed through the Discern nCode for Ambulatory solution.
278N Notification and Acknowledgement - Min Charge	Payer Notification	50	Total number of monthly inpatient admissions per payer (insurance company).
Automated Messaging - Min Chg	Notifications	11,500	Monthly volume of scheduled appointments in which a reminder notification is sent.
Cerner Address Verification powered by SearchAmerica	Address Verifications	5,000	Monthly count of all address verification response transactions.
Cerner Eligibility and Benefits Verification	Eligibility Requests	50,000	Monthly volume of inquiries regarding patient insurance and benefit coverage verification.
Patient Statements - Min Chg	Patient Statements	60,000	Monthly volume of statements distributed to patients.

The solutions set forth herein shall be used by Client solely (i) for the purpose of processing data resulting from or related to clinical procedures performed at Permitted Facilities and (ii) in accordance with the Solution Descriptions set forth in this Cerner System Schedule.

Cerner agrees that Client has the right to add, delete or substitute Permitted Facilities as set forth in this Attachment upon written notification to Cerner and subsequent amendment of this Attachment, provided the scope of use limits set forth herein are not exceeded. These rights to expand, delete or substitute Permitted Facilities do not apply with respect to any interface software fees or services, and do not include any installation fees, custom programming, implementation or support services from Cerner. Any such services must be acquired from Cerner at Cerner's then-current rates by executing a new Cerner System Schedule or Arrangement Letter.

Scope of Use Expansion In the event any scope of use limit set forth herein is exceeded, Client agrees to expand scope of use at the additional fees set forth below. Such expansion fees are valid for five (5) years after the Effective Date of this Cerner System Schedule, and thereafter will be increased by the change in the All Items Consumer Price Index for All Urban Consumers; United States City Average ("CPI") per year. CPI is calculated based on a twelve (12) month average.

Solution Description	Scope of Use Metric	Extending Scope of Use Limit by	Additional Licensing Fees	Additional Monthly Support Fees	Additional Monthly Fees
PathNet	Anatomic Pathology Procedures	588	313	4	-
PathNet	Devices	1	18,700	251	-
Womens Health	Births	122	11,182	149	-



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Solution Description	Scope of Use Metric	Extending Scope of Use Limit by	Additional Licensing Fees	Additional Monthly Support Fees	Additional Monthly Fees
Cerner Encoder/Grouper	Beds	30	-	-	695
Cerner Local Coverage Determination	Beds	30	-	-	79
EK for Rehab (Acute Care Facility) - Inpatient	Admissions	734	-	-	87
EK for Rehab (Acute Care Facility) - Outpatient	Outpatient Visits	21,331	-	-	374
ZynxOrder Catalog Content	Admissions	1,469	-	-	970
Synoptic Reporting CAP Cancer Checklists	Each	1	-	-	167
Discern nCode for Ambulatory	Note	150	-	-	338

All Prices are in US Dollar (USD).

*Expansion pricing set forth in the table above is reflective of the discounted pricing set forth on Attachments III, IV and V of this Cerner System Schedule.

Client's scope of use will be measured periodically by Cerner's system tools, or, for metrics that cannot be measured within the System or obtained through the American Hospital Association (e.g. FTEs or locations), Client will provide the relevant information to Cerner at least one (1) time(s) per year. In cases where Client-provided information is being used to measure scope of use, Cerner reserves the right to inspect the applicable Client records if such information is not publicly available. Client agrees that if an event occurs that will 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 thirty (30) days following the effective date of such event so that Client's scope of use can be reviewed. Any additional fees due under this Section shall be payable within thirty (30) days following Client's receipt of an invoice for such fees. Additional monthly fees shall begin on the date the scope of use was exceeded, and shall be paid monthly (fees will be pro-rated for any partial quarter).

If Client operates more than one production domain, Cerner reserves the right to increase Support fees by an amount not to exceed the percentage of the Client's call volume and other Support services requests due to the second domain.

3. FEES / PAYMENT TERMS

3.1 Fixed Technology Fee. Licensed Software License Fees; Support Fees; Sublicensed Software Fees; Extended Monthly Maintenance Fees; Subscription Fees; Application Service Provider Fees; Transaction Services (includes one-time and minimum monthly fees), and Prepaid Maintenance; (shall collectively be referred to as the "Fixed Technology Fee").

3.2 Payment Schedule. The Fixed Technology Fee shall be payable as set forth in the table below. Cerner will invoice Client for such fees on a quarterly basis on the first day of each quarter and payment shall be made within thirty (30) days following Client's receipt of invoice.

Payment Date	Payment Amount
Execution	\$ 350,000.00
8/1/2012	\$ 69,176.00
11/1/2012	\$ 69,176.00
2/1/2013	\$ 69,176.00
5/1/2013	\$ 131,535.00
8/1/2013	\$ 242,793.00
11/1/2013	\$ 242,793.00

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2/1/2014	\$ 242,793.00
5/1/2014	\$ 242,793.00
8/1/2014	\$ 241,470.00
11/1/2014	\$ 241,470.00
2/1/2015	\$ 241,470.00
5/1/2015	\$ 241,470.00
8/1/2015	\$ 241,470.00
11/1/2015	\$ 241,470.00
2/1/2016	\$ 241,470.00
5/1/2016	\$ 241,470.00
8/1/2016	\$ 160,020.00

All Prices are in US Dollar (USD).

Client agrees to pay all professional services fixed fees (with the exception of upgrade services, payment term 3.11 below) in accordance with the amounts and milestones set forth in the table below.

Milestone	Criteria	Amount Due On Completion
Execution	Client and Cerner mutually agree that the Execution, as defined in the MethodM solution description, has been completed.	\$ 303,737.00
System Validation	Client and Cerner mutually agree that the System Validation event, as defined in the MethodM solution description, has been completed.	\$ 134,994.00
Integration Testing Round 1	Client and Cerner mutually agree that the first round of Integration testing, as defined in the MethodM solution description, has been completed.	\$ 84,371.00
Integration Testing Round 2	Client and Cerner mutually agree that the second round of Integration testing, as defined in the MethodM solution description, has been completed.	\$ 84,371.00
Completion	Client and Cerner mutually agree that the scope set forth on Exhibit A has been completed.	\$ 67,497.00

* Includes 100% of MethodM fee

- 3.3 Renewal.** If the Licensed Software Support, Application Service Provider, Extended Monthly Maintenance, Transaction Services, or subscription services are renewed in the month designated in the table below, Client shall pay the amounts listed in the table below or as adjusted on an annual basis upon the anniversary of the Effective Date of this Cerner System Schedule. The fees may increase on an annual basis for scope of use increases and by the lesser of the change in the All Items Consumer Price Index for All Urban Consumers; United States City Average ("CPI") or three percent (3%). CPI is calculated based on a twelve (12) month average. Cerner will invoice Client for fees on a monthly basis on the first day of each month, and payment for such fees shall be due upon receipt of an invoice. (Example: If recurring fees are \$100,000 in year one (1) they will increase by CPI or 3% in year two (2) and will be \$103,000).

Contract Element	Monthly Amount Due
Extended Maintenance	\$ 440.00
Licensed Software Support	\$ 3,189.00
Content	\$ 24,202.00
ASP	\$ 5,625.00
Transaction Services	\$ 46,554.00

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All Prices are in US Dollar (USD).

This Cerner System Schedule No. 2 shall begin upon Execution and will continue for a period of fifty (50) months, subject to the renewal provisions set forth herein.

- 3.4 Annual Increases.** Cerner may revise the monthly fees for Licensed Software Support, Application Service Provider, Extended Monthly Maintenance, Transaction Services, or subscription services any time following the initial twelve (12) month period after such fees begin (but no more frequently than once in any twelve (12) month period) by giving Client sixty (60) days' prior written notice. The amount of any increase in the fees shall not exceed the lesser of the previous calendar year's percentage increase in CPI, or three percent (3%) per annum. CPI is calculated based on a twelve (12) month average.

- 3.5 Subscription Fees.** The subscription services shall begin on the date denoted in the table below and will remain in full force and effect for the term as set forth on Attachment IV. Cerner may increase the annual subscription fee at any time during the term if Cerner's third party supplier 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 supplier.

Solution Code	Description	Start Date
KS-26901	EK for Rehab (Acute Care Facility)	Execution of this Cerner System Schedule
PA-22248	Synoptic Reporting CAP Cancer Checklist	July 1, 2013
MR-22150	Cerner Encoder/Grouper	July 1, 2013
MR-22154	Cerner Local Coverage Determination	July 1, 2013
KS-26902	EK for Rehab (Acute Care Facility) - Outpatient	Execution of this Cerner System Schedule
KS-26802	ZynxOrder Catalog Content	Execution of this Cerner System Schedule

- 3.6 Support Fees.** Support shall begin on July 1, 2013 and such fees are included in the Fixed Technology Fee and shall be payable as set forth in Section 3.2 of this Cerner System Schedule.

3.7 Equipment Fees.

One hundred percent (100%) of the total Equipment and any applicable installation and/or prepaid Maintenance fees shall be invoiced and payable upon shipment of such Equipment. All peripherals and Client-installable Equipment shall be invoiced upon shipment and payable within thirty (30) days of invoice date.

3.8 Application Services Fees.

The Application Services set forth in this Cerner System Schedule shall begin on July 1, 2013 and shall continue thereafter in full force and effect for the period set forth on Attachment V of this Cerner System Schedule. Cerner may increase the Application Services at any time during the term if Cerner's third party supplier 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 supplier.

3.9 Transaction Services Fees.

The Transaction Services set forth in this Cerner System Schedule shall begin on July 1, 2013 and shall continue thereafter in full force and effect for the period set forth on Attachment VIII of this Cerner System Schedule.

Cerner may also increase the minimum monthly fee at any time during a Term if Cerner's third party supplier increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fees to the third party supplier. Cerner may, at any time without prior notice, pass through any postal increases, and direct or indirect access fees and/or increase in communications tariffs related to the Transaction Services, including, without limitation, government imposed access fees, fees resulting from changes in regulation or statute, any third party imposed access



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fees, or any other fees assessed against Cerner in connection with the Transaction Services and outside of Cerner's reasonable control. Cerner shall provide documentation relating to these pass-through fees to Client upon request. Cerner may suspend the Transaction Services if past due invoices are not paid within twenty (20) days following notice by Cerner of such past due amounts.

- A. Minimum Monthly Fees. The minimum monthly fees for the Transaction Services based upon an expected monthly transaction volume as mutually agreed upon by Client and Cerner, and as set forth in Section 2.1 of this Attachment. The minimum monthly fee(s) are included in the Fixed Technology Fee.
- B. Transaction Overage Fees. In the event Client's transaction volume in any given month exceeds the scope of use limit(s) for the Transaction Services as set forth in Section 2.1 of this Attachment, the additional transaction overage fee(s) set forth in Attachment VIII will apply. Additional transaction fees may also apply as set forth therein. Any additional fees due under this paragraph shall be invoiced in arrears, and shall be payable within thirty (30) days following Client's receipt of an invoice for such fees.

3.10 Professional Services – Fee for Service.

Client agrees to pay for Cerner's professional services to perform the work set forth on Attachment IX of this Cerner System Schedule on a "time and materials" basis at the rates set forth therein.

3.11 Professional Services – Upgrade Services.

The professional services performed by Cerner for the scope of work set forth on Attachment IX for Upgrade Services will be billed as fixed fee, at the following rates outlined below. Client agrees to pay the total amount of the fixed fee in as follows:

Phase	Project	* Bill Type	Solution	Rate	Metric	Qty	Purchase Price
Quote: A_Professional Services- PeopleSoft Upgrade (1-5229310362-R-5)							
1	Upgrade Services	FF	PeopleSoft Upgrade				720,000

Phase	Project	* Bill Type	Solution	Rate	Metric	Qty	Purchase Price
Quote: A_PS_Upgrade Center (1-5232150855-R-4)							
1	Upgrade Center 1	FF	Implementation Services				389,989
2	Upgrade Center 2	FF	Implementation Services				390,011

- A. Initial Payment. Twenty-five percent (25%) of the total fees set forth above shall be payable upon project kickoff.
- B. Second Payment. Fifty percent (50%) of the total fees set forth above shall be payable upon completion of regression testing.
- C. Third Payment. Twenty-five percent (25%) of the total fees set forth above shall be payable upon conversion.

3.12 Freight.

Pursuant to the terms of the Agreement, Client is responsible for standard shipping and handling charges, not to exceed two hundred forty-six dollars (\$246) USD. Additional charges may apply if Client requests expedited shipping. Notwithstanding any other agreement between the parties regarding shipping terms, the items set forth in this Cerner System Schedule shall be shipped FOB the manufacturer's plant.

4. SOLUTION DESCRIPTIONS

The solutions set forth in this Cerner System Schedule may be defined by a Solution Description. Where applicable, such descriptions are referenced by solution to a Solution Description code on the applicable attachment and can be viewed at <http://www.cerner.com/clientresources/solutiondescriptionlookup>. Such Solution Descriptions are incorporated into this Cerner System Schedule by reference. In the event a Solution Description is not published on Cerner's website, it may be included as an Attachment to this Cerner System Schedule.

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5. PASS-THROUGH PROVISIONS

The solutions set forth in this Cerner System Schedule that are third party products, contain third party products, or are Content may be subject to terms of pass-through provisions from the relevant supplier. Where pass-through provisions are applicable, such provisions are referenced by solution to a pass-through code on the applicable attachment and can be viewed at <http://www.cerner.com/members/PassThroughProvisions/default.aspx?id=30061>. The terms of the applicable pass-through provisions are incorporated into this Cerner System Schedule by reference.

6. ASSIGNMENT OF PAYMENTS

Client acknowledges and 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 (the "Assignee"). Client shall acknowledge every such assignment or granting of a security interest as shall be designated by written notice given by Cerner to Client. Cerner will continue to perform its obligations under this Agreement to Client following such assignment or granting of a security interest.

7. DEFINITIONS

As used in this Cerner System Schedule, the following term(s) shall have the meaning(s) set forth below:

Execution means the Effective Date of this Cerner System Schedule.

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8. FINANCIAL OVERVIEW

Attachment	Description	System Purchase Price	Installation Fees	One-Time Fees	Monthly Fees	Monthly Support Fees	Prepaid Maintenance Fees	Extended Monthly Maintenance Fees
II	Equipment	63,208	2,150	-	-	-	7,242	10,582
III	Licensed Software	238,143	-	-	-	3,189	-	-
IV	Sublicensed Software	75,008	0	-	-	0	17,307	49,439
IV	Subscriptions	-	-	0	24,201	-	-	-
V	Application Service Provider	-	-	0	5,625	-	-	-
VIII	Transaction Services	-	-	65,140	46,554	-	-	-
IX	Professional Services	2,174,970	-	-	-	-	-	-
TOTALS:		2,862,329	2,150	65,140	76,380	3,189	24,549	160,021



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**CERNER SYSTEM SCHEDULE
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ATTACHMENT II
EQUIPMENT**

Line #	Solution Code	Description	Unit	Extended	Installation	Solution
	Qty		Purchase Price	Purchase Price	Fees	Descr Code
						Pass-Through Code
Quote: Tech Encoder Grouper INGENIX (1-5633142021-R-2)						
1	654081-B21	HP DL360p Gen8 8-SFF CTO Chassis				
	4 Each		1,759	7,036		4001_HPP
2	654081-B21 ABA	U.S. - English localization				
	4 Each					4001_HPP
3	654770-L21	HP Base Processor - 1xE5-2640 / 2.6GHz 8-Core 95W				
	4 Each		1,199	4,796		4001_HPP
4	647897-B21	HP Low Power kit - Memory - 8 GB - DDR3 - 1333 MHz				
	4 Each		199	796		4001_HPP
5	647897-B21 0D1	Factory Integrated				
	4 Each					4001_HPP
6	652605-B21	HP Ent - HD - 146GB - 2.5in SFF - SAS-2 - 15K				
	8 Each		402	3,212		4001_HPP
7	652605-B21 0D1	Factory Integrated				
	8 Each					4001_HPP
8	652241-B21	HP - Disk drive - DVD-RW - Serial ATA - Internal				
	4 Each		129	516		4001_HPP
9	652241-B21 0D1	Factory Integrated				
	4 Each					4001_HPP
10	684208-B21	HP 1GbE 4-port 331FLR Adapter FIO Kit				
	4 Each		10	40		4001_HPP
11	631681-B21	HP Flash Backed Write Cache - Flash mem module - 2 GB				
	4 Each		534	2,136		4001_HPP
12	631681-B21 0D1	Factory Integrated				
	4 Each					4001_HPP
13	683201-B21	HP Small Form Factor Ball Bearing Rail Kit - 1U				
	4 Each		100	400		4001_HPP
14	683201-B21 0D1	Factory Integrated				
	4 Each					4001_HPP
15	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt				
	8 Each		159	1,272		4001_HPP
16	503296-B21 0D1	Factory Integrated				
	8 Each					4001_HPP
19	HA113A1	HP Installation Service				
	1 Each					4001_HPP
20	HA113A1 5A0	Entry 300 Series HW Install SVC				
	4 Each				800	4001_HPP

Line #	Solution Code	Description	Unit	Extended	Installation	Solution
	Qty		Purchase Price	Purchase Price	Fees	Descr Code
						Pass-Through Code
Quote: Technology- FetaLink CHO (1-4510258617-R-3)						
1	CW-DEVICEID	Device Adapter				
	20 Each		200	4,000		+
3	13400	Cables to Go - USB cable - Type A (M) - Type B (M)				
	20 Each		4	80		
4	MBST 272006MOD-D	Cable, RJ11 Male to DE9 Female				



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT II
EQUIPMENT**

Line #	Solution Code	Description	Unit	Extended	Installation	Maint	Solution Descr Code Pass-Through Code
		Qty	Purchase Price	Purchase Price	Fees		
		20 Each	7	140			
5	CFG_ESB	Cerner ESB Messaging Framework					
						+	
6	CFG_CA_PROD	Cerner CareAware Production Server					
7	CFG_HP_CTO_DL360	HP DL360 CTO Server					
		2 Each				+	
8	HA113A1 5A0	Entry 300 Series HW Install SVC					
		2 Each			400		4001_HPP
9	684208-B21	HP 1GbE 4-port 331FLR Adapter FIO Kit					
		2 Each	10	20			4001_HPP
10	663201-B21	HP Small Form Factor Ball Bearing Rail Kit - 1U					
		2 Each	109	218			4001_HPP
11	631681-B21	HP Flash Backed Write Cache - Flash mem module - 2 GB					
		2 Each	529	1,058			4001_HPP
13	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt					
		2 Each	229	458			4001_HPP
14	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt					
		2 Each	229	458			4001_HPP
15	854081-B21	HP DL360p Gen8 8-SFF CTO Chassis					
		2 Each	1,860	3,720			4001_HPP
16	INSTALLATION	INST: HP DL360p Gen8 8-SFF CTO Chassis					
		2 Each					4001_HPP
17	652241-B21	HP - Disk drive - DVD-RW - Serial ATA - internal					
		2 Each	129	258			4001_HPP
18	854766-L21	HP Base Processor - 1xE5-2809 / 2.4GHz 4-Core 80W					
		2 Each	459	918			4001_HPP
19	854766-B21	HP Addl Processor - 1xE5-2809 / 2.4GHz 4-Core 80W					
		2 Each	459	918			4001_HPP
20	652805-B21	HP Ent - HD - 146GB - 2.5in SFF - SAS-2 - 15K					
		4 Each	409	1,636			4001_HPP
21	652583-B21	HP Ent - HD - 600GB - 2.5in SFF - SAS-2 - 10K					
		8 Each	639	5,112			4001_HPP
22	647895-B21	HP Low Power kit - Memory - 4 GB - DDR3 - 1333 MHz					
		24 Each	135	3,240			4001_HPP
23	647594-B21	HP 331T 1Gb Ethernet Adapter - 4-ports - PCI-Express					
		2 Each	359	718			4001_HPP
24	CFG_CA_NPROD	Cerner CareAware Non Production Server					
25	CFG_HP_CTO_DL360	HP DL360 CTO Server					
		1 Each				+	
26	HA113A1 5A0	Entry 300 Series HW Install SVC					
		1 Each			200		4001_HPP
27	684208-B21	HP 1GbE 4-port 331FLR Adapter FIO Kit					
		1 Each	10	10			4001_HPP
28	663201-B21	HP Small Form Factor Ball Bearing Rail Kit - 1U					
		1 Each	100	100			4001_HPP
29	631681-B21	HP Flash Backed Write Cache - Flash mem module - 2 GB					
		1 Each	549	549			4001_HPP
31	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt					



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT II
EQUIPMENT**

Line #	Solution Code	Description	Unit	Extended	Installation	Solution
			Purchase Price	Purchase Price	Fees	Descr Code
						Pass-Through
						Code
		Qty				
		1 Each	229	229		4001_HPP
32	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-480 Watt				
		1 Each	229	229		4001_HPP
33	654081-B21	HP DL360p Gen8 8-SFF CTO Chassis				
		1 Each	1,860	1,860		4001_HPP
34	INSTALLATION	INST: HP DL360p Gen8 8-SFF CTO Chassis				
		1 Each				4001_HPP
35	652241-B21	HP - Disk drive - DVD-RW - Serial ATA - Internal				
		1 Each	129	129		4001_HPP
36	654768-L21	HP Base Processor - 1xE5-2609 / 2.4GHz 4-Core 80W				
		1 Each	459	459		4001_HPP
37	652605-B21	HP Ent - HD - 148GB - 2.5in SFF - SAS-2 - 15K				
		2 Each	409	818		4001_HPP
38	652583-B21	HP Ent - HD - 600GB - 2.5in SFF - SAS-2 - 10K				
		4 Each	631	2,524		4001_HPP
39	647895-B21	HP Low Power kit - Memory - 4 GB - DDR3 - 1333 MHz				
		6 Each	133	798		4001_HPP
40	647594-B21	HP 331T 1Gb Ethernet Adapter - 4-ports - PCI-Express				
		1 Each	345	345		4001_HPP
47	N010-010-GY	Crossover cable - RJ-45 (M) - RJ-45 (M) - 10 ft - UTP				
		1 Each	2	2		
48	TOC_INSTALL_HRDWR E	Onsite Hardware Installation Services				
		3 Each			750	
49	CW-FMCE-1	Fetal Monitor Connectivity Engine Includes 4GB CF Card				
		20 Each	600	12,000		+

Total Equipment List Price: 74,252 (USD)
Less Allowance: 11,044 (USD)
Total Equipment Purchase Price: 63,208 (USD)

Installation Fees: 2,150 (USD)

At the time of the actual order, Cerner may substitute individual technology solutions listed above based on availability and technological advancements. Cerner and Client may also agree to modify the technology solutions and replace such technology items with Advanced Technology Solutions. If the substitution solutions result in an increase in the fees set forth above, Cerner and Client agree to meet and discuss the increase in fees prior to ordering the solutions.

+ Maintenance fees are set forth on Exhibit B of this Cerner System Schedule.

**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT III
LICENSED SOFTWARE
PATHNET**

Solution Code	Description	Scope	Purchase Price	Solution Descr Code Pass-Through Code
Quote: minus RC w/Transaction Services (1-5688926253-R-20)				
PA-22246	Synoptic Reporting for Pathology			PA-22246_02
	Anatomic Pathology Procedures		6,250	
PA-22247	Cassette Labeler Interface (Uni-Dir) w/o NiceLabel			PA-22247_04
	Devices		2,100	
PA-22252	Slide Labeler Interface (Uni-Dir) w/o NiceLabel			PA-22252_03
	Devices		2,100	

Total PathNet Licensed Software List Price: 34,324 (USD)
Less Allowance: 23,874 (USD)
Total PathNet Licensed Software Purchase Price: 10,450 (USD)

PathNet Monthly Support Fees: 139 (USD)

**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT III
LICENSED SOFTWARE
WOMENS HEALTH**

Solution Code	Description	Scope	Purchase Price	Solution Descr. Code Pass Through Code
Quote: minus RC w/Transaction Services (1-5688928253-R-20)				
WH-20110	FetalLink	Births	223,641	WH-20110_03

Total Womens Health Licensed Software List Price: 559,103 (USD)
Less Allowance: 335,462 (USD)
Total Womens Health Licensed Software Purchase Price: 223,641 (USD)

Womens Health Monthly Support Fees: 2,982 (USD)

**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT III
LICENSED SOFTWARE
WORKFORCE MANAGEMENT**

Solution Code	Description	Scope	Purchase Price	Solution Descr Code	Pass-Through Code
Quote: minus RC w/Transaction Services (1-5688926253-R-20)					
IF-29390	WorkForce Management Bidirectional	Full Time Equivalents (FTEs)	5,053		

Total Workforce Management Licensed Software List Price: 12,631 (USD)

Less Allowance: 7,579 (USD)

Total Workforce Management Licensed Software Purchase Price: 5,053 (USD)

Workforce Management Monthly Support Fees: 67 (USD)



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT IV
SUBLICENSED SOFTWARE**

Line #	Solution Code	Description	Unit	Purchase Price	Installation Fees	Monthly Support Fees	Maint.	Solution Descr Code
	Qty							Pass-Through Code

Quote: Tech Encoder Grouper INGENIX (1-5833142021-R-2)

21	SLSW_WIN_STD_SRV	Windows Server Std License						
	4 Each							
22	P73-00352	OPEN Microsoft Windows Server Standard License						
	4 Each			1,088	4,352			
23	SLSW_SQL_STD_PROC	Microsoft SQL Server Std - 1 Processor License						
	2 Each							
24	228-05104	Open SQL Svr Std Edtn Win32 English Lic/SA Pack 1 Proc						
	2 Each			10,758	21,512			

Line #	Solution Code	Description	Unit	Purchase Price	Installation Fees	Monthly Support Fees	Maint.	Solution Descr Code
	Qty							Pass-Through Code

Quote: Technology- FetaLink CHO (1-4510258617-R-3)

42								
42	QC-ESBCAS-U1	Sonic ESB Continuous Avail Suite Proc						
	4 Each			6,200	24,800			8100_SON
44	QC-ESBES-U1	Sonic ESB Enterprise Suite Proc						
	2 Each			3,100	6,200			8100_SON
46	L87634	MySQL STD ED (1-4 socket server) per Server Perpetual						
	4 Each			1,000	4,000			6004_ORA
51	P72-00321	OPEN Microsoft Windows Server Enterprise License						
	4 Each			3,536	14,144			
52	TA850AAE	HP ILO Adv E-LTU Inc 1yr TS&U SW						
	5 Each							4001_HPP

Total Sublicensed Software List Price: 166,003 (USD)
Less Allowance: 90,995 (USD)
Total Sublicensed Software Purchase Price: 75,008 (USD)

Installation Fees: 0 (USD)
Sublicensed Software Monthly Support Fees: 0 (USD)

+ Maintenance fees are set forth on Exhibit B of this Cerner System Schedule.

**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT IV
SUBSCRIPTIONS**

Solution Code	Description	Term In Months	Monthly Fees	One-Time Fees	Solution Descr. Code Pass-Through Code
Quote: Inpatient Rehab (1-5587172451-R-5)					
KS-26901	EK for Rehab (Acute Care Facility) - Inpatient				KS-26901_03
	Admissions	50	1,748		11202_RIC

Solution Code	Description	Term In Months	Monthly Fees	One-Time Fees	Solution Descr. Code Pass-Through Code
Quote: minus RC w/Transaction Services (1-5688926253-R-20)					
PA-22248	Synoptic Reporting CAP Cancer Checklists				PA-22248_02
	Each	39	167		13900_CAP
KS-26902	EK for Rehab (Acute Care Facility) - Outpatient				KS-26902_03
	Outpatient Visits	50	7,483		11202_RIC
MR-22150	Cerner Encoder/Grouper				MR-22150_02
	Beds	39	6,053		17000_OPT
MR-22154	Cerner Local Coverage Determination				MR-22154_03
	Beds	39	770		17000_OPT

Solution Code	Description	Term In Months	Monthly Fees	One-Time Fees	Solution Descr. Code Pass-Through Code
Quote: Zynx Content (1-6108163346-R-2)					
KS-26802	ZynxOrder Catalog Content				KS-26802_03
	Admissions	50	7,880		9101_ZYN

First Year Subscriptions Fees - List Price: 350,941 (USD)

Less Allowance: 60,528 (USD)

First Year Subscriptions Fees: 290,413 (USD)

Total One-Time Subscriptions Fees: 0 (USD)



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT V
APPLICATION SERVICE PROVIDER (ASP)**

Solution Code	Description	Monthly Range	Term in Months	Monthly Fees	One-Time Fees	Solution Descr Code	Pass-Through Code
Quote: minus RC w/Transaction Services (1-5888926253-R-20)							
PS-23040-PKG	Discern nCode for Ambulatory					PS-23040-PKG_03	
Note			39	5,625			

Total Monthly ASP Fees: 5,625 (USD)

Total One-Time ASP Fees: 0 (USD)

Total Application Service Provider Fees for Term: 219,375 (USD)



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT VIII
TRANSACTION SERVICES**

Solution Code	Description	Term in Months	Monthly Fees	One-Time Fees	Overage Fees	Solution Descr Code
Scope						Pass-Through Code
Quote: minus RC w/Transaction Services (1-5688926253-R-20)						
TSEDI-278N-SETUP	278N Notification and Acknowledgement Setup Fee					
<i>Payer</i>				490		
TSEDI-CALL-STUP	Automated Messaging - Submitter Setup Fee					
<i>43 Submitter IDs</i>				21,070		
TSEDI-STMT-STUP	Patient Statements - Submitter Setup Fee					
<i>43 Submitter IDs</i>				21,070		
RC-20325-STUP	Cerner Eligibility and Benefits Submitter Setup Fee					
<i>43 Submitter IDs</i>				21,070		
RC-20326	Cerner Eligibility and Benefits Verification Setup Fee					
<i>20 Payer</i>				1,440		
RC-20300-MIN	Cerner Address Verification powered by SearchAmerica					RC-20300-MIN_01
<i>5,000 Address Verifications</i>		39	2,455			
RC-20300-BILL	Cerner Address Verification Overage					
<i>Address Verifications</i>		39			.49	
RC-20300-TRANS	Cerner Address Verification Transaction					
<i>Address Verifications</i>		39				
TSEDI-278N-MIN	278N Notification and Acknowledgement - Min Charge					TSEDI-278N-MIN_01
<i>Payer Notification</i>		39	18			
TSEDI-278N-BILL	278N Notification and Acknowledgement - Overage					
<i>Each</i>		39			.35	
TSEDI-278N-TRANS	278N Notification and Acknowledgement - Transactions					
<i>Each</i>		39				
TSEDI-CALL-MIN	Automated Messaging - Min Chg					TSEDI-CALL-MIN_07
<i>11,500 Notifications</i>		39	2,070			
TSEDI-CALL-3WAYC	Automated Messaging - 3-Way Call					
<i>Each</i>		39			.13	
TSEDI-CALL-ADMN	Automated Messaging - Additional Minute					
<i>Each</i>		39			.13	
TSEDI-CALL-BILL	Automated Messaging - Monthly Overage Rate					
<i>Each</i>		39			.18	
TSEDI-CALL-TRANS	Automated Messaging - Transactions					
<i>Each</i>		39				
TSEDI-STMT-MIN	Patient Statements - Min Chg					TSEDI-STMT-MIN_03
<i>60,000 Patient Statements</i>		39	32,012			
TSEDI-STMT-BILL	Patient Statements - Monthly Overage Rate					
<i>Each</i>		39			.53	
TSEDI-STMT-ADPG	Patient Statements - Additional Page					
<i>Each</i>		39			.16	
TSEDI-STMT-ADFW	Patient Statements - Forward					
<i>Each</i>		39			.35	
TSEDI-STMT-RET	Patient Statements - Return Mail Handled					
<i>Each</i>		39			.30	
TSEDI-STMT-SRCH	Patient Statements - Address Correction					
<i>Each</i>		39			1.00	
TSEDI-STMT-TRANS	Patient Statements - Transactions					
<i>Each</i>		39				
TSEDI-STMT-INST	Patient Statements - Insert					
<i>Each</i>		39			.15	
RC-20325-MIN	Cerner Eligibility and Benefits Verification					RC-20325-MIN_01
<i>50,000 Eligibility Requests</i>		39	10,000			
TSEDI-ELIG-BILL	Eligibility and Benefits - Monthly Overage Rate					
<i>Each</i>		39			.20	



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT VIII
TRANSACTION SERVICES**

Solution Code	Description	Term In Months	Monthly Fees	One-Time Fees	Overage Fees	Solution Descr. Code	Pass-Through Code
Scope							
Quote: minus RC w/Transaction Services (1-5688926253-R-20)							
RC-20332	Cerner Address Validation						
	Full Time Equivalents (FTEs)	39					
RC-20325-TRANS	Cerner Eligibility and Benefits Verification Transacti						
	Eligibility Requests	39					

Total Monthly Minimum Transaction Services Fees: 46,554 (USD)

Total One-Time Transaction Services Fees: 65,140 (USD)

Total Transaction Services excluding Overage Fees for Term: 1,880,734 (USD)



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT IX
PROFESSIONAL SERVICES**

1. PRICING

1.1 Cerner Professional Services Price Summary.

Fixed Fee Total:	2,134,470	(USD)
Fee For Service Total:	40,500	(USD)
Total Professional Services Fees:	2,174,970	(USD)

1.2 Cerner Professional Services Price Detail. The pricing set forth in this Attachment is valid until **August 17, 2012**. If this Cerner System Schedule is not executed on or before such date, this professional services pricing is considered null and void and will be subject to revision.

Phase	Project	Bill Type	Solution	Rate	Metric	Qty	Purchase Price
Quote: A_Professional Services- Optional-No Trans Svcs (1-5212082480-R-10)							
1	Learning Services	FF	MethodM Learning Services				
			Millennium Fundamentals				6,000
1	FirstNet	FFS	FirstNet				
			Custom Consulting Services - Solution Architect	150	Hour	120	18,000
1	FirstNet	FFS	Implementation Services				
			Custom Consulting Services - System Engineer-FSI	150	Hour	150	22,500
1	Fetalink	FF	Fetalink				110,000
1	Oracle	FF	PeopleSoft				58,000
1	RevWorks	FF	Health Information Management				15,936
1	US Consulting	FF	Discern nCode				95,160
1	US Consulting	FF	FSI - Incoming and Outgoing Servers				16,008
1	US Consulting	FF	Knowledge Solutions				216,050
1	US Consulting	FF	PathNet				37,818

Phase	Project	Bill Type	Solution	Rate	Metric	Qty	Purchase Price
Quote: A_Professional Services- PeopleSoft Upgrade (1-5229310362-R-5)							
1	Upgrade Services	FF	PeopleSoft Upgrade				720,000

Phase	Project	Bill Type	Solution	Rate	Metric	Qty	Purchase Price
Quote: A_PS_Upgrade Center (1-5232150655-R-4)							
1	Upgrade Center 1	FF	Implementation Services				389,989
2	Upgrade Center 2	FF	Implementation Services				390,011

Phase	Project	Bill Type	Solution	Rate	Metric	Qty	Purchase Price
Quote: A_Transaction Services (1-5215048999-R-2)							
1	Transaction Services	FF	Transaction Services				79,500

All Prices are in US Dollar (USD).

* FF = Fixed Fee
FFS = Fee For Service

1.3 Fees. Any changes to items listed herein will constitute a change in scope and professional services fees.

- A. **Fixed Fee/Fixed Scope.** The professional services fees set forth above are a fixed fee for the fixed scope set forth in this Attachment, and shall be paid as set forth in Attachment I of this Cerner System Schedule.
- B. **Fee for Service.** The professional services fees set forth in Section 1.1 above are estimates based on the work effort estimate and proposed delivery model; actual fees may vary based on actual time logged to the project by Cerner. Such fees shall be paid as set forth in Attachment I of this Cerner System Schedule.
- C. **MethodM License Fee.** Client agrees to pay the MethodM license fee as set forth in Attachment I of this Cerner System Schedule.

1.4 Travel, Lodging, Out-of-Pocket Expenses, and Per Diem Rates. The professional services fees set forth in this



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CERNER SYSTEM SCHEDULE

NO. 2

ATTACHMENT IX

PROFESSIONAL SERVICES

Attachment do not include travel, lodging, per diem, or other out-of-pocket expenses incurred by Cerner personnel. Such expenses will be billed to Client on a monthly basis. Any estimate of expenses can change based on variables such as airfare and location of Client's site(s). Cerner uses the per diem rates established by the U.S. General Services Administration ("GSA") Domestic Per Diem Table for Client's location, and are subject to change by the GSA.



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT IX
PROFESSIONAL SERVICES**

2. PROJECT DURATION AND APPLICATION MODULES

- 2.1 Project Duration.** The following Project Start Date is an estimate and subject to adjustment based upon the Effective Date. Cerner requires a minimum of ninety (90) days following the Effective Date of this Cerner System Schedule to accommodate pre-project activities such as planning, staffing, and technology activities. The overall duration of this project (from the Project Kick-Off event to the Conversion event), based on the scope of work detailed in this Cerner System Schedule, is expected to be fourteen (14) months.

Estimated Project Start Date: 08/01/2012

- 2.2 Application Modules for Project Scope.** The scope of this project includes the implementation of the following solutions at the following number of facilities:

Solutions	Revision	Duration (weeks)
Discern nCode: Ambulatory Record Processing FirstNet: Custom Consulting Services-Trauma Health Information Management: Ingenix; Encoder/Grouper, and Local Coverage Determination Knowledge Solutions: Executable Knowledge for Rehabilitation (Inpatient and Outpatient), EK Nursing Documentation Customization PathNet: Synoptic Reporting for Pathology (AP), CAP Cancer Checklist, Cassette Labeler Interface, Slide Labeler Interface Transaction Services: 278N Notification and Acknowledgement, Automated Messaging, Patient Statements, Cerner Address Verification, Cerner Eligibility and Benefits Verification with Address Validation and (1) Additional Language Women's Health: Fetalink Interfaces: Workforce Management bidirectional	Cerner Millennium® 2012 Cumulative Production Packages plus Cumulative Service Packages	60
Upgrade Services PeopleSoft Upgrade		

- 2.3 Facility Implementation Strategy.** This project assumes the Design, Build, and Conversion of one (1) facility utilizing a centralized database environment and a single "Go-Live" event per phase, converting all solutions in that phase concurrently.

Go-Live will occur at the following facility

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3. STANDARD PROJECT ASSUMPTIONS

- 3.1 MethodM: Cerner's Implementation Methodology and Supporting Content.** MethodM is Cerner's standard methodology and related documentation for the efficient implementation of Cerner's Millennium suite of solutions. The MethodM Description provides a detailed overview of the documentation and content of this approach as it relates to the phase of work and scope defined in Exhibit A of this Cerner System Schedule. The MethodM Description can be viewed at <http://www.cerner.com/clientresources/solutiondescriptionlookup> via SD Code MT-00001-MEM_0, and is incorporated into this Cerner System Schedule by reference.

- 3.2 Technology Approach.** The hosting platform for this project is Client Hosted. The Cerner solutions will be hosted from the Designated Facility set forth in Attachment I of this Cerner System Schedule.

- 3.3 Go-Live Support.**

Command Center Support for Go-Live Event. Cerner will provide application/technical support and troubleshooting for issues logged to the help desk or command center during the Go-Live event. Cerner's standard coverage provides three (3) days of twenty-four (24) hour support, and two (2) days of twelve (12) hour support. The Cerner team will



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT IX
PROFESSIONAL SERVICES**

support the command center along with the Client application team and help troubleshoot issues as they are reported. The Client super user team will support end users. After Go-Live, Cerner will provide remote application support until turnover to SolutionWorks which occurs thirty (30) days after Go-Live. After turnover, all issues will be reported to Cerner's SolutionWorks division.

- 3.4 Cerner Delivery Project Team Work Space Assumptions.** As needed and at Client's expense, Client will provide to the Cerner project team: a secure Cerner-assigned office (with door locks); work areas with network connectivity to Client network; and access to a network laser printer via a desktop computer with fat Client (configured to Cerner's minimum recommended configuration) access to appropriate Client domains and Clients using Citrix access. Client agrees to provide this access to each Cerner project team member while on Client site. Further, Client will provide a high-speed DSL line or network port through Client firewall for each Cerner associate on site to access the internet/Cerner network using Aventail software, and a phone line for each Cerner project team member that is assigned to be on site for more than sixteen (16) hours per week for at least ten (10) consecutive weeks.
- 3.5 Client Project Team.** Client will identify and make available its project team members within ninety (90) days following the Effective Date of this Cerner System Schedule or, if not identified and available within that timeframe, such delay will be considered a change in scope, and will require the execution of an Arrangement Letter setting forth the additional work effort and additional professional services fees.

4. SPECIAL PROJECT ASSUMPTIONS

- 4.1** Modifications to the Design and Build of the proposed solutions to meet specifications for individual facilities will result in additional professional services fees.
- 4.2** This estimate assumes the solutions within will be implemented in conjunction with the main project estimated in quote 1-5089349831. Otherwise, additional professional services and fees will be required to include the appropriate MethodM fee's, Engagement Management, Technical Support, and Core Support resources.



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**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT XI
TRANSACTION SERVICES TERMS**

The terms and conditions in this Attachment apply to the services set forth in Attachment VIII of this Cerner System Schedule. In the event of any conflict between these terms and conditions and those in the Agreement, the terms and conditions set forth in this Attachment shall prevail with respect to the Transaction Services.

1. DEFINITIONS.

For all purposes of this Cerner System Schedule, the following terms have the meanings set forth below:

Cerner Product shall mean any equipment, firmware, software, and all modifications, updates, enhancements, or replacements for any of the foregoing furnished to Client by Cerner for the use of Transaction Services.

First Productive Use shall mean Client's first use of the Transaction Services to transfer production data to a Cerner trading partner or Payer.

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

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

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

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

2. TRANSACTION SERVICES AND CERNER PRODUCT.

Subject to the terms and conditions of this Cerner System Schedule, Cerner grants to Client a non-exclusive and non-transferable right to use the Transaction Services and Cerner Products for the Term and at the Permitted Facilities set forth in Attachment I. Furthermore, Cerner shall provide reasonable ongoing technical support through telephone consultations with respect to the Transaction Services. Cerner may separately charge any applicable taxes and shipping, insurance, and delivery charges associated with the delivery and any subsequent return of the Cerner Product, or any portion thereof.

3. PASS-THROUGH PROVISIONS.

The third party software or services may be subject to terms and conditions set forth in certain pass-through provisions from the third party suppliers, which are posted on Cerner's website. All warranties, if any, accompanying such product(s) are the responsibility of the third party supplier only.

4. CLIENT OBLIGATIONS.

- 4.1 Client agrees to execute all documents and comply with all applicable procedures, rules and regulations which Cerner, the applicable Payer, clearinghouses, insurance carriers, or other third parties, or applicable law, rule or regulation may reasonably require in relation to the Transaction Services including, without limitation, rules governing record retention, non-discrimination, error resolution, obtaining patient's consent and/or authorization for the transmission of patient data. Client agrees to provide all supporting documents requested by Cerner necessary to comply with the foregoing. Client agrees to indemnify, and hold Cerner harmless from any and all claims, demands, damages, action, causes of action, liens, claims of liens, costs, losses, and expenses including attorneys fees, of any nature arising out of or relating in any way to the failure of Client to comply with the requirements of this Cerner System Schedule. In furtherance hereof, Cerner is required to pass on and/or obtain the following covenants from Client to the extent applicable: (a) access to eligibility information shall be restricted to the sole purpose of verification of eligibility where the recipient has requested medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status shall be the final authority; (c) as to eligibility information, Client agrees to indemnify and holds harmless the applicable State, its agents and employees, from any and all claims to the extent required by Cerner's suppliers' contracts with State agencies, or any Medicaid recipient who is aggrieved by the actions of Client hereunder; and (d) Client agrees to abide by the Federal and State law, rules and regulations regarding confidentiality of information.
- 4.2 Client hereby grants Cerner the right to submit electronic Transactions and/or sign hard copy (paper) Transactions on Client's behalf to third-party payers or processors, including but not limited to commercial insurers, Medicare,



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**CERNER SYSTEM SCHEDULE
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TRANSACTION SERVICES TERMS**

Medicaid, and government agencies, and, where appropriate, agencies or carriers covering work-related accident or illness benefits where Client's signature is required for Transaction processing. Client acknowledges that Cerner is not responsible for any Medicare, Medicaid, work related accident or illness claim or other insurance claim and Client retains all liability on such claims and agrees to indemnify and hold Cerner harmless on account of all such claims, including the reconciliation or adjustment of any claim.

- 4.3 Client guarantees that all transactions submitted to the Transaction Services by Client will be on behalf of physicians or suppliers that have executed appropriate written authorizations for such submission and a true copy of such authorization shall be furnished to Cerner upon request. Client also agrees to maintain each claim in a manner to assure that such claim can be associated or identified with a claim form from the applicable physician or supplier and such source document will be maintained by Client for a period of seventy-two (72) months.
- 4.4 Client shall retain records of Client's use of the Transaction Services, and Cerner may access such records as reasonably necessary during normal business hours upon reasonable advance prior notice to verify Client's compliance with its obligations.

5. LIMITATION OF LIABILITY.

In no event will Cerner or any third party provider be liable for any special, indirect, incidental, speculative, punitive or consequential damages or loss of goodwill in any way relating to this Cerner System Schedule or resulting from the use of or inability to use the products or the performance or non-performance of any services, including, without limitation damages for loss of profits, data or use incurred by Client or any third party, even if Cerner has been notified of the possibility of such damages.

IN NO EVENT WILL CERNER'S LIABILITY OR ANY THIRD PARTY SOFTWARE PROVIDER'S LIABILITY FOR ANY COSTS, EXPENSES, OR DAMAGES TO CLIENT OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE AMOUNT RECEIVED BY CERNER FROM CLIENT FOR THE APPLICABLE PRODUCT(S) AND SERVICE(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE ACTION.

6. LICENSE TO CERNER.

Client grants to Cerner a non-exclusive, perpetual, irrevocable, royalty free, transferable, license to use, distribute, sublicense, publish, transmit, display, exploit, manipulate, compile, with other databases and create derivative works in and to the Anonymous Data and to exercise all of the above rights in connection with such derivative works. "Anonymous Data" means all patient, insurance, drug and medical information and other data that is input by, or on behalf of, Client or processed through or generated by any Transaction Service (but not including any confidential patient information, such as a patient's name or social security number or any information that would disclose the identity of any patient, or any other information, which if disclosed, would be prohibited by law).

7. MISCELLANEOUS.

Each party will obtain any license, permit or authorization required by law in connection with those aspects of the transmission process for which it is responsible under this Cerner System Schedule. Cerner shall have the right to assign this Cerner System Schedule, and to contract with third parties to perform any or all of the Transaction Services.

**CERNER SYSTEM SCHEDULE
NO. 2
ATTACHMENT XII
ENHANCED EDI FOR ELIGIBILITY AND BENEFITS VERIFICATION SERVICE**

Cerner's redesigned Eligibility & Benefits Service offers many benefits, including Enhanced EDI, which provides clients with additional functionalities not previously provided by Cerner to its clients. Enhanced EDI has the potential to reduce the overall cost by reducing the number of eligibility checks (request transactions) sent to the Payer (insurance company) while enhancing the response transaction returned in various ways. When a client opts-in, Cerner will perform Enhanced EDI functions, which includes data transformation, on behalf of the provider organization (Client) as a covered entity, within the context of our business associate relationship to provide such services for payment-related purposes.

Enhanced EDI has four (4) components: Transaction Caching, Cascading Search, Alter Original Request Transaction, and Filter Eligibility Response Transaction. Cerner clients are required to opt-in or opt-out of each component. To opt-in means that Client is authorizing Cerner to perform data manipulation to either an X12(ASC) 270 Eligibility & Benefits Request transaction or an X12(ASC) 271 Eligibility & Benefits Response transaction on behalf of Client. The X12(ASC) 270/271 transaction set is a covered HIPAA transaction.

Transaction Caching. Eligibility response transactions are stored in a local database hosted by Cerner at the person level using a master person index. Response transactions remain active for the remainder of the current calendar month. Cerner will check the local database cache for an active response. If an active response is found, it will be used rather than sending a new request to the Payer. Transaction Caching may reduce the number of billable transactions per month which would then save money for our clients.

Note: Millennium Registration end users have the ability to bypass the cache on an encounter-by-encounter basis.

<input type="checkbox"/> OPT-IN	<input type="checkbox"/> OPT-OUT
SIGN: _____	SIGN: _____
PRINT: _____	PRINT: _____
DATE: _____	DATE: _____

Cascading Search. The X12 transaction specification allows Payers to define multiple search criteria for eligibility. Payers typically define 2-6 different searches. For example, one Payer has defined the following searches:

- Subscriber ID, Subscriber Date of Birth
- Subscriber SSN, Subscriber Date of Birth
- Subscriber First Name, Subscriber Last Name, and Subscriber Date of Birth

If all data elements are valued in the original request (subscriber name, date of birth, SSN, first name, last name), the Cascading Search service will modify the data in the outbound transaction in order to cascade through all available searches. This increases the likelihood of a patient match (valid response) while decreasing the amount of time the end user spends on the task. The end user does not need to initiate multiple requests individually, nor does the end user need to be aware of each Payer's search options.

<input type="checkbox"/> OPT-IN	<input type="checkbox"/> OPT-OUT
SIGN: _____	SIGN: _____
PRINT: _____	PRINT: _____
DATE: _____	DATE: _____



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ENHANCED EDI FOR ELIGIBILITY AND BENEFITS VERIFICATION SERVICE**

Alter Original Request Transaction. This option enables Cerner to modify the eligibility request transaction by adding service types to the original request. Health Care Service Type Codes are used to identify the classification of services or benefits. This service increases the amount of eligibility information returned in the response from the Payer. This then enriches the content stored in our database cache. For example, client 1 checks a patient's eligibility using a Service Type for Emergency Room. Cerner will modify the request by adding service types 30 (Health Benefits) and 60 (General Benefits). Later, within the same calendar month, if the same patient returns for general visit, Cerner will respond with the information stored in the cache associated with service type 30 (Health Benefits) unless the end user requests to bypass the cache.

<input type="checkbox"/> OPT-IN	<input type="checkbox"/> OPT-OUT
SIGN: _____	SIGN: _____
PRINT: _____	PRINT: _____
DATE: _____	DATE: _____

Filter Eligibility Response Transaction. This option removes extra service types from the response in order to match what was sent in the original request. With less irrelevant information being returned, clients should have an easier time focusing on the information necessary to determine eligibility.

<input type="checkbox"/> OPT-IN	<input type="checkbox"/> OPT-OUT
SIGN: _____	SIGN: _____
PRINT: _____	PRINT: _____
DATE: _____	DATE: _____



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**CERNER SYSTEM SCHEDULE
NO. 2
EXHIBIT A
PROFESSIONAL SERVICES SCOPE**

1. **Scope of Services.** The solution implementation scope documents the services provided by Cerner Consulting during the project. The scope is based on the latest generally available Millennium software release, project timeline, and use of MethodM, Bedrock, START Content and Recommendations. It is also assumed that Client will provide data required to configure system in a Cerner defined format.
2. **START Content.** START is Cerner's best practices content and contains items such as orders, forms, rules, reports, labels and recommended workflows across several roles and venues. START was developed by Cerner clinicians and experts and is continually updated based on implementation experience, Client input, and industry regulations. The scope assumes START Content will be utilized without modification unless noted in a particular solution. START is available for all new and existing Millennium engagements. Existing Millennium Clients who are adding new solutions will be able to import or build the content into their existing database.
3. **Scope Control.** There are controls on scope for the total number of a particular item within certain solution sections. Controls are present for the following reasons:
 - In order to achieve the project timeline with estimated Client project resources
 - Recommended use of the system and ease of maintenance long term
 - Maintain standard consulting fees

Please note that controls on items are not functional limits of the Millennium System.

All requested modifications to scope must be evaluated for potential impact to the project plan and may result in a longer project timeline, additional Cerner/Client resources, and/or additional fees. Cerner has a scope management process that will be utilized throughout the implementation to help keep the project on track.

TRANSACTION SERVICES

SOLUTION / PROCESS AREA	SCOPE OF SERVICES
CERNER TRANSACTION SERVICES	
Cerner Transaction Services has partnerships and connections in place with TeleVox, SearchAmerica, United States Postal Service, Relay Health, Emdeon, Ingenix, Practice Insight, Meas, Unicorn Medical and MedAssets.	
Cerner Address Verification	<ul style="list-style-type: none"> • Cerner Address Verification powered by SearchAmerica is a Transaction Service that goes beyond simply validating a residential address. Cerner Address Verification powered by SearchAmerica uses multiple data sources to determine where a patient actually lives. Real-time updates of persons' addresses are directly available to all departments, clinics, billing and home care agencies licensing a Cerner system. Cerner Address Verification is launched from Cerner Registration Management conversations • Address Verification powered by SearchAmerica is a supporting service that adds address verification functionality to existing Cerner solutions beyond what is achieved with the Address Validation service • Uses multiple permissible data sources to verify where a patient lives even when no change of address was submitted to Postal Service • Connectivity achieved using web service api integration • Registration Management is a pre-requisite for Address Verification • Address Validation is not a pre-requisite to utilize Address Verification • Address Verification will return a USPS standard format • Design and configuration of Cerner Registration Management conversations to embed the address verification capability
Cerner Address Validation	<ul style="list-style-type: none"> • Cerner Address Validation works with the United States Postal Service (USPS) and is a supporting service that adds address checking functionality to existing Cerner solutions. Cerner's Transaction Services hosts a centralized database containing all valid residential addresses and utilizes the Address Matching System and Delivery Point Validation Tools from the United States Postal Service



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EXHIBIT A
PROFESSIONAL SERVICES SCOPE**

	<ul style="list-style-type: none"> • Service will notify end user if the address is not a valid residential address or the address does not exist • Service will auto-fill City and State when end user enters 5-digit ZIP Code • Service will provide a list of valid ZIP codes when end user enters City and State • Service will notify end user if an address is not a valid residential mail destination or does not exist • Service will return formatted addresses to United States Postal Service standards when end user completes an address entry • Appends, updates or corrects ZIP + 4 codes • Corrects spelling errors and adds missing address elements • Formats addresses to United States Postal Service standards • Formats addresses to United States Postal Service standards is required to leverage other services and to qualify for postage discounts offered by United States Postal Service • Registration Management is a pre-requisite for Address Validation
Cerner Eligibility & Benefits Verification	<ul style="list-style-type: none"> • Includes enrollment for twenty (20) payers, Millennium integration, & non-integrated web portal • Connectivity using HTTPs • Real-time X12 270/271 transaction set • Includes design, build, test, train, and go-live following MethodM • Cerner Registration Management is required
Automated Messaging	<ul style="list-style-type: none"> • Twenty (20) custom visit instructions • English language • Does not include uploading, maintaining, and recording physician names • Additional languages, call templates or custom visit instructions will increase scope, cost, and timelines • Locations and/or departments are limited to what is defined under Attachment I, Section II, Permitted Facilities • Connectivity using sFTP • Proprietary batch file/extract format • Includes design, build, test, train, and go-live following MethodM
Notification & Acknowledgement (278N)	<ul style="list-style-type: none"> • Includes payer enrollment. Includes connectivity using TCP/IP • Real-time X12 278N transaction • Includes design, build, test, train, and go-live following MethodM
Patient Statements	<ul style="list-style-type: none"> • Includes enrollment for statements • Connectivity using sFTP. Proprietary batch file • Includes design, build, test, train, and go-live following MethodM

WOMEN'S HEALTH

SOLUTION / PROCESS AREA	SCOPE OF SERVICES
FETALINK	
Census Perspective	<ul style="list-style-type: none"> • The Census Perspective displays the patients and associated devices • Defines the layout and what locations are displayed in the Location Perspective • Reason For Monitoring feature allows annotation documentation of patient's reason for monitoring

**CERNER SYSTEM SCHEDULE
NO. 2
EXHIBIT A
PROFESSIONAL SERVICES SCOPE**

	<ul style="list-style-type: none"> • Quick Pick Patient feature for single click viewing of a single location perspective
Location Perspective	<ul style="list-style-type: none"> • The Location Perspective displays the fetal monitoring strip for those locations selected in the Census Perspective up to a max of twenty-five (25) • The vitals shown are listed below and are limited by the monitor itself <ul style="list-style-type: none"> ◦ FH1 (Fetal Heart rate 1) ◦ FH2 (Fetal Heart rate 2) ◦ MHR (Maternal Heart rate) ◦ SpO2 ◦ UA ◦ BP (Blood Pressure) • End user ability to display or hide vitals information as necessary • End user alert notifications based on set vital sign values • Offers a 5, 10, 30, or 60 minute view of the strip • End user ability to expand or collapse location listing to provide a more detailed or generalized view • End user ability to directly annotate on the active strip
Alerting and Alerts Perspective	<ul style="list-style-type: none"> • The Alerts Perspective displays those locations that are currently alerting • Client has the ability to set alert parameters, resulting in visual and or audible alert • Client also has the ability to set parameters, resulting in alerts being automatically cancelled if data returns to a normal state • These Alerts can be: <ul style="list-style-type: none"> ◦ Silenced – stops the Monitored Location from alerting for a pre-defined amount of time ◦ Acknowledged – turns off the visual and audible alert until another alert occurs ◦ Annotated – user ability to annotate based on alerting item ◦ End user ability to quickly view locations based on alerts
History	<ul style="list-style-type: none"> • Fetal Strip information from the past is available within the History section of the Location Perspective. This allows the user to view any monitored period for that patient that has not yet been archived • End user ability to concurrently view live monitoring information as well as historical strip information within the Location Perspective, using a split window. The Historical view is also able to be expanded to full screen • Offers a 5, 10, 30, or 60 minute view, consistent with historical duration • End user ability to directly annotate on the historical strip
Annotations and Annotation Summary	<ul style="list-style-type: none"> • Annotations allow for Point of care documentation of clinical occurrences during the monitoring period by double-clicking any part of the strip • Digitally signed by the user, the annotation can be free text or selected from pre-defined values • Ability to hide or display the annotation on the strip. A Revision History keeps track on any changes made to the annotations, noting the user and time of the change • The Annotation Summary provides end user ability to concisely view annotations while concurrently viewing live monitoring data. Aperiodic vitals are also able to be viewed or hidden from the summary
Archive Perspective	<ul style="list-style-type: none"> • Monitored episodes are moved to an Archived state upon finalization of the episode • End user ability to view finalized archived episodes for the patient



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PROFESSIONAL SERVICES SCOPE**

	<ul style="list-style-type: none"> Archived data is compressed to maximize network and storage efficiency
Transfer Merge/ Hold Bed	<ul style="list-style-type: none"> A temporary location allows the end user to complete charting and annotating the episode if a patient is transferred
Printing (export to .PDF)	<ul style="list-style-type: none"> FetaLink will allow the ability to export to .PDF file format, the Fetal Monitoring strips for current, Historical, and archived episodes, including Annotation Summary .PDF files can then be printed
Security	<ul style="list-style-type: none"> End user ability to authenticate prior to performing certain activities; Association of a device to a patient and documentation of annotations Clients can open the application without authentication in a "read only" mode, useful for centralized monitoring configurations Supports the ability to change users without shutting down and restarting the application
Patient to Device Association/Bar-coding (P2DA)	<ul style="list-style-type: none"> P2DA and bar-coding will allow for PPID (Positive Patient Identification) Streamlines associating the patient to a device by using a barcode scanner Additional hardware and services may be required to implement this functionality including barcode printers and scanners capable of reading 2-D barcodes
iBus	<ul style="list-style-type: none"> If a site does not have iBus already installed, the scope will be defined as follows: <ul style="list-style-type: none"> Installation and Configuration of iBus software for one (1) Non-Production server in one (1) Environment Installation and Configuration of iBus for two (2) production servers in one (1) Environment
Servers	<ul style="list-style-type: none"> Installation and configuration of FetaLink services software for one (1) Non-Production server Installation and configuration of FetaLink services software for two (2) Production servers Required Application build steps in one (1) Non-Production environment Required Application build steps in one (1) Production environment
CareAware MultiMedia	<ul style="list-style-type: none"> If a site does not have CAMM already installed, the scope will be defined as follows: <ul style="list-style-type: none"> Installation and configuration of one (1) Non-Production CAMM Archive for Fetal Monitoring data on one (1) Server Installation and configuration of one (1) Production CAMM Archive for Fetal Monitoring data on two (2) Servers
Bedside Medical Device Interface (BMDI)	<ul style="list-style-type: none"> Installation and configuration of BMDI's for fetal monitors in one (1) Non-Production environment Installation and configuration of BMDI's for fetal monitors in one (1) Production environment
End User Devices	<ul style="list-style-type: none"> Install and configure requisite software on up to fifteen (15) end user devices Connect and configure up to fifteen (15) fetal monitors
Training & Learning Development	<ul style="list-style-type: none"> If a site does not have iBus already installed, training will be provided on iBus support and maintenance If a site does not have CAMM already installed training will be provided on CAMM support and maintenance Maintenance and support training for FetaLink Learning Plan Development for FetaLink & PowerChart Maternity Learning Event – two (2) Day course
Travel	<ul style="list-style-type: none"> The scope of the implementation will cover five (5) onsite visits:



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EXHIBIT A
PROFESSIONAL SERVICES SCOPE**

	<ul style="list-style-type: none"> o Project Kick-Off – one (1) Associate o Test Environment Application Configuration – one (1) Associate o Training (Technical and Super user Training) – two (2) Associates o Production Environment Application Configuration – one (1) Associate o Conversion – one (1) Associate
Conversion Support	<ul style="list-style-type: none"> • Cerner will provide three (3) days of twenty-four (24) hour support for post-conversion support with twelve (12) hours of onsite support and twelve (12) hours of remote support for each day
Benefits	<ul style="list-style-type: none"> • Recognizing Benefits with Women's Health includes analysis and selection of two benefits that will be measured throughout the PowerChart Maternity and FetaLink implementation. Women's Health Consultants will work with a clinical representative from the Client site to schedule onsite visits measuring current state workflows before go-live against future state workflows post go-live. The outcome will include an executive summary highlighting key metrics and reports around the chosen benefits

KNOWLEDGE SOLUTIONS

SOLUTION/PROCESS AREA	SCOPE OF SERVICES
EXECUTABLE KNOWLEDGE FOR INPATIENT REHABILITATION	
Documentation - Forms	<ul style="list-style-type: none"> • Cerner will assist Client to implement Inpatient Rehab documentation process including forms to support Physical Therapy, Occupational Therapy, Speech Language Pathology, Rehab Nursing, Care Management, and Allied Health • Cerner will assist Client to implement the content for Inpatient Rehab including Views (Patient Care Summaries) to support Physical Therapy, Occupational Therapy, Speech Language Pathology, Rehab Nursing, and Allied Health • Care Documentation or Advanced Care Documentation must be implemented
Summary Views	<ul style="list-style-type: none"> • Cerner will assist Client to implement the Functional Independence Measures Report
Plans of Care	<ul style="list-style-type: none"> • Cerner will assist Client to implement the Nursing and Allied Healthcare Plans – Goals/outcomes are assessed through documentation and can be evaluated based on data collected throughout stay
Nursing Documentation Customization	<ul style="list-style-type: none"> • Scope includes two hundred (200) hours of START customization for nursing documentation
Physician Documentation – PowerNote	<ul style="list-style-type: none"> • Cerner will work with Client to automate the physician documentation process based on content available. The content included is defined by the subscriptions that have been purchased and are included in Client's contract • The individual providers can personalize content for personal use (pre-completed macros), personalization versus customization • Governance Structure - roles and responsibilities defined for the development and approval of PowerNotes • Messaging Process – designing messaging in relation to the documentation and communication processes • Institutional Standards - guidance for reviewing the policies, procedures and by-laws effected by physician documentation
EXECUTABLE KNOWLEDGE FOR OUTPATIENT REHABILITATION	
Documentation - Forms	<ul style="list-style-type: none"> • Cerner will assist Client to implement the content for Outpatient Rehab including PowerForms to support Physical Therapy, Occupational Therapy, Speech Language Pathology, Nursing, Vocational Rehab, and Allied Health • Care Documentation or Advanced Care Documentation must be implemented



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EXHIBIT A
PROFESSIONAL SERVICES SCOPE**

Summary Views	<ul style="list-style-type: none"> Cerner will assist Client to implement the content for Outpatient Rehab including Genviews (Patient Care Summaries) to support Physical Therapy, Occupational Therapy, Speech Language Pathology, Rehab Nursing, and Allied Health
Rules	<ul style="list-style-type: none"> Cerner will assist Client to implement the Certification Letter Rule, which supports and tracks the completion of the certification of the patient's plan of care
Nursing Documentation Customization	<ul style="list-style-type: none"> Scope includes two hundred (200) hours of START customization for nursing documentation
Physician Documentation – PowerNote	<ul style="list-style-type: none"> Cerner will work with Client to automate the physician documentation process based on content available. The content included is defined by the subscriptions that have been purchased and are included in Client's contract The individual providers can personalize content for personal use (pre-completed macros), personalization versus customization Governance Structure - roles and responsibilities defined for the development and approval of PowerNotes Messaging Process – designing messaging in relation to the documentation and communication processes Institutional Standards - guidance for reviewing the policies, procedures and by-laws effected by physician documentation

HEALTH INFORMATION MANAGEMENT SYSTEM

SOLUTION / PROCESS AREA	SCOPE OF SERVICES
	CERNER ENCODER/GROUPER CERNER LOCAL COVERAGE DETERMINATION
Implementation	<ul style="list-style-type: none"> Cerner will work with Client to provide design Build will occur in one (1) non production and one (1) production domain Super user training and conversion support

DISCERN NCODE FOR AMBULATORY

SOLUTION / PROCESS AREA	SCOPE OF SERVICES
	DISCERN NCODE FOR AMBULATORY
Extraction and Calibration of Notes	<ul style="list-style-type: none"> Cerner will identify notes for extraction and perform calibration of notes
Coding of Notes	<ul style="list-style-type: none"> Cerner will code identified notes and work with Client to define final code and rules customizations required
Rules Customization	<ul style="list-style-type: none"> Coding rules will be changed by the Cerner development team
Standard Reports	<ul style="list-style-type: none"> The following standard reports are offered with Discern nCode: <ul style="list-style-type: none"> Accuracy Report Return on Investment Report

PATHNET LABORATORY INFORMATION SYSTEM

SOLUTION / PROCESS AREA	SCOPE OF SERVICES
	SYNOPTIC REPORTING FOR PATHOLOGY (AP)



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**CERNER SYSTEM SCHEDULE
NO. 2
EXHIBIT A
PROFESSIONAL SERVICES SCOPE**

AP Synoptic Reporting	<ul style="list-style-type: none"> Cerner will work with Client to implement AP Synoptic Reporting Customization of CAP templates is not included
CASSETTE LABELER INTERFACE (AP)	
Cassette Labeler Interface	<ul style="list-style-type: none"> Streamline histology workflow while automating the sending of block information to the labeler device Transmit the patient and specimen data electronically to the labeler device Label program is included from START NiceLabel is a required third party component
SLIDE LABELER INTERFACE (AP)	
Slide Labeler Interface	<ul style="list-style-type: none"> Substantially reduces technologist workload by eliminating the need to manually label slides Transmits the patient, specimen, and processing data electronically to the labeler device Label program is included from START Minimal impact on current processes – users maintain existing workflows for label generation NiceLabel is a required third party component

OPEN PORT (INTERFACES)

SOLUTION / PROCESS AREA	Scope of Services	Protocol	Type
FOREIGN SYSTEMS INTERFACES			
<p>All Clinical interfaces meet Universal Interface (UI) specifications using HL-7 and TCP/IP Protocol or FTP Protocol. All Financial interfaces meet Universal Interface (UI) specifications using X.12 or HL-7 and FTP or TCP/IP Protocol. Foreign systems must be able to trigger and accept interface messages. Client is responsible for engaging the foreign system supplier. Client responsible for inbound/outbound design/coding/testing of non-Cerner systems. Interfaces not conforming to the Cerner Millennium UI Specifications will be considered custom. Custom interfaces not included in standard scope. Each interface transaction type will be in a single and consistent format sent or received to/from an interface engine or router e.g. all orders will be consistently formatted and contain the same common content, regardless of the ultimate destination of the transaction.</p>			
INBOUND AND OUTBOUND INTERFACES			
Workforce Management bidirectional			

LEARNING SERVICES

STANDARD SCOPE DESCRIPTION
MILLENNIUM FUNDAMENTALS
<p>The Millennium Fundamentals course is four days in length. The course will be delivered at Client site. It is recommended the class be delivered following the Project Preparation event and prior to the System Review event. The class maximum will be twelve (12) participants per day. Domain and materials are included for up to 12 participants for an onsite course. If class size should need to exceed 12 participants, another session will be scheduled and additional course fees will apply. Client should have a fully equipped training room (projector, PCS, internet connection) to be able to successfully deliver the class. This course covers the architecture, terminology, and fundamental components of the Cerner Millennium system. This course is intended for Client implementation team members and solution analysts who are preparing to implement Cerner Millennium solutions. This is a technical course with various hands-on exercises. Participants are expected to fully participate in activities and will be given the opportunity to practice skills during build exercises. By the end of the learning activity, participants will</p>



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be able to describe basic key technical concepts and design considerations for Millennium solutions

Participants new to Cerner Millennium will be able to:

- Describe the components of 3-tier architecture.
- Navigate a front-end application, PowerChart.
- Navigate backend applications, including Reflections and Discern Analytics, to perform simple queries.
- Define patient care hierarchy and establish how to build locations.
- Determine interface requirements for an implementation project.
- Dissect and interpret an incoming HL7 message.
- Define alias pools in the database build tools.
- Describe and practice the match and reconcile process.
- Outline order catalog and the synonym types.
- Explore results storage and display in the database and PowerChart.
- Describe the main components of security including authentication, authorization, positions, relationships, application groups, and privileges

CUSTOM CONSULTING SERVICES- TRAUMA

STANDARD SCOPE DESCRIPTION

Captured from Registration:

Arrival Time
MR#
Hospital Account #
First Name
Last Name
Mid Initial
DOB
Age
SSN
Sex/gender
Race
Ethnicity
Zip code of residence
City residence
County residence
State residence
Country residence
Alternate Address
Activation Level of Trauma team (Tier I, II, III) *new field
Disposition from ED
ED physician
Admitting physician
Admitting resident *new field
Admitting service
Disposition
Arrival date
Arrival Time
Discharge date from ED
Time discharged from ED
Date and time of hospital exit
Payer / insurance
Financial class



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Date of financial class entry

Captured from clinical documentation in iview or powerform:

Transport (type)

Agency

PCR#

Date Dispatched

Time Dispatched

Date at scene

Time at scene

Time at patient

Time departed

Time at destination

Time left for Rendezvous

Time arrived at Rendezvous

Rendezvous location

Destination

Destination per PCR

Prehospital Date and Time of VS

Pre hospital VS: BP, P, RR, O2 sat, GCS each value and total (use existing DTAs in the domain)

Injury date

Injury time

Injury address (zip, city, state, county)

Primary E-Code of Injury
Secondary E-Code of Injury
E-849 Type of injury

Work related

Occupational industry

Protective device

Child specific restraint

Airbag deployment

Injury type

Additional comments

Referring hospital

VCMC Approving physician

ARRIVAL TIME REFER HOSPITAL
ARRIVAL DATE REFER HOSPITAL
DATE OF EXIT REFER HOSPITAL
TIME OF EXIT REFER HOSPITAL
TOTAL TIME IN REFERRING HOSPITAL
FIRST SET OF VITALS PULSE
FIRST SET OF VITALS RESPIRATIONS
FIRST SET OF VITALS RR QUALIFIER
FIRST SET OF VITALS SBP
FIRST SET OF VITALS DBP
FIRST SET OF VITALS GCS EYES
FIRST SET OF VITALS GCS VERBAL
FIRST SET OF VITALS MOTOR



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FIRST SET OF VITALS GCS
FIRST SET OF VITALS GCS QUALIFIER
FIRST SET OF VITALS RTS - E

Arrived from:
 Transport
 First set of VS: BP, P, RR, GCS questions and total, o2 sat, o2 qualifier
 Time backboard removed
 Date/Time Blood ETOH drawn
 Date/Time Urine Toxicology drawn
 Trauma surgeon
 Date time Trauma Surgeon arrived:
 Anesthesiologist
 Date time Anesthesiologist arrived:
 ED physician
 Date time ED Physician arrived:
 CT tech
 Date time CT Tech arrived:
 Laboratory
 Date time Laboratory arrived:
 Respiratory
 Date time Respiratory arrived:
 Trauma RN
 Date time Trauma RN arrived:
 ICU RN
 Date time ICU RN arrived:
 Activation Level
 Activation Time and date
 Upgrade/downgrade
 Tier before up/downgrade
 Inpatient Disposition
 Transfer out facility
 Alive/Expired
 Total days in ICU
 Total days in Ventilator
 TBI patients:
 Highest GCS
 Highest motor response
 ICP monitor (date and time placed)
 DVTE prophylaxis (heparin, lovenox, etc...)
 Date and time DVTE was given (available on NHIQM documentation)
 Death location
 Organ donation requested
 Organ donation granted
 Date of M&M presentation
 M&M evaluation
 Organs taken
 Autopsy (Y/N)
 Comments
 PI issue filters
 Status
 issue date
 location
 Source
 Big list of complications
 Status
 Date and time of complication

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AIS value
Big list (NTDB and ICD-9)
Date/Time of Procedure
Prevention topics
Comments and description

Results that may require custom interface :

ED LOS
Inpatient LOS
Blood ETOH results
Urine Toxicology results

OPIATES results
POP results
THC results
AMPHETAMINES results
COCAINE results
BENZOS results
BARBITUATES results

Date and Time order consults placed
Service of the consult order
Procedure ICD9/CPT4 codes assigned to the encounter
Surgeon associated to the procedure
Final ICD9 diagnosis assigned to the encounter or chosen by the Physician in the diagnosis control

Admit patient details: Date in
Admit patient details: Location
Admit patient details: Room #

Interface: build the contributor system and source and an outbound interface. Turn on the PowerForm and IView triggers and setup the necessary routing to send all the required messages to Trauma One. Build aliases for data elements included in scope to be sent out and perform custom scripting needed.

CERNER SYSTEM SCHEDULE NO. 2

EXHIBIT A PROFESSIONAL SERVICES SCOPE

DEFINITION OF PROJECT SCOPE AND DELIVERABLES

The PeopleSoft Upgrade Project is intended to update client's current application functionality, from the client's current code level to the next release where Oracle provides a direct upgrade path. The development work done in this engagement will be limited to maintaining the current business processes that are used in production today. The scope of services are limited to the following modules: General Ledger, Accounts Payables, Purchasing, Inventory, and eProcurement.

The PeopleSoft Upgrade project will focus on testing the functions of the applications. Testing will be based on a set of detailed test scripts developed by the Upgrade Center based upon recommended approach and Client input gathered from questionnaires and client provided test scripts.

WORK EFFORT

The 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 PeopleSoft Upgrade and the responsible party for each.

PROJECT MANAGEMENT WORK EFFORT (P = Primary, R = Review, A = Assist)	Cerner Resource	Client Resource
• Manage the Upgrade project.	P	
• Review and update communications plan. Produce weekly project status reports.	P	
• Create and maintain project plan.	P	
• Establish scope and domain strategy based on current recommended practice.	P	R
• Maintain Oracle Support Licenses and any related 3 rd party licenses throughout the project.		P
• Identify and secure resources.	P	A
• Collaboratively work with Client to define testing requirements.	P	A
• Engage appropriate resources to complete testing. Establish the testing strategy. Ensure appropriate testers are identified.	P	P
• Ensure end user training has been communicated or conducted prior to cut over to new release.		P
• Identify and mitigate risks.	P	A
• Coordinate testing per project plan and domain strategy. Gain appropriate sign offs.	P	
• Prepare cut-over plan. Ensure appropriate Client and Cerner resources are scheduled for PeopleSoft Upgrade and PeopleSoft Upgrade support.	P	A
• Manage issues list. Work with Client and Cerner to achieve issue resolution.	P	A
• Establish Maintenance Pack and bundles to be applied.	P	A



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FUNCTIONAL WORK EFFORT (P = Primary, R = Review, A = Assist)	Cerner Resource	Client Resource
• Complete Solution Assessments to identify current workflows and functions used in production today.	A	P
• Identify and present workflow and functionality changes between current version and new version of code.	P	R
• Develop and provide client-specific job-aid to client trainers.	P	R
• Define and implement security access rights.	A	P
• Perform pre-upgrade and post-upgrade functional tasks.	A	P
• Create client-specific test scripts based off of current workflow and functions used in production today.	P	R
• Perform regression testing per project plan and domain strategy.	P	
• Perform Integration testing per project plan and domain strategy.		P
• Support production upgrade for 4 weeks post go live.	P	A
• Consult on customizations.	P	A
DEVELOPMENT/TECHNICAL WORK EFFORT (P = Primary, R = Review, A = Assist)	Cerner Resource	Client Resource
• Perform Technical Assessment of client site to evaluate technology levels and confirm any technology updates (Operating System, Servers, Database, Middleware etc.) that are required in order to maintain support versions.	P	R
• Review Compatibility of 3 rd party software integrated with PeopleSoft		P
• Perform any technology updates needed in order to maintain supportability with the new PeopleSoft release.	R	P
• Perform domain replications as defined in the project plan.	A	P
• Procure any additional hardware required to support domain strategy defined in the project plan.		P
• Create Demo environments as defined in the project plan.	P	
• Perform initial pass installation and all MTPs defined in the project plan.	P	A
• Ensure testing environments are set up to prevent any interference with production environment (i.e. email notifications to end users will need dummy accounts created).		P
• Perform PeopleTools upgrade if needed to maintain supportability.	P	
• Re-apply and troubleshoot customizations (SQRs, Crystal Reports, PeopleTools objects, etc.)	P	A
• Troubleshoot upgrade-related issues during testing.	P	A
• Configure interfaces for testing.		P
• Apply bundles maintenance packs and updates as defined in the project plan.	P	
• Provide knowledge transfer on new functions available in PeopleTools.	P	R
• Support production upgrade for 4 weeks post go live.	P	A
• Ensure any changes that occur to production after the initial copy is taken are migrated and tested against the new version appropriately.		P
• Provide Compare Reports.	P	

This Exhibit A covers only the items set forth herein. A new arrangement letter will be required if Client requests additional tasks beyond those set forth in this Exhibit A.

PROJECT COMPLETION



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The project described in this Exhibit A will be considered complete on the date the production environment is upgraded.

CLIENT OBLIGATIONS

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 all aspects of the system. Client acknowledges and agrees that it will (i) provide access to any existing test plans and process documentation, (ii) perform or supervise the testing activities, (iii) provide additional training and information to end users regarding the changes made, and (iv) approve the content and completion of the testing activities. 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:

- Comply with Cerner Production Environment Change Authorization ("PECA") process.
- Provide documentation and support phone numbers for all relevant hardware and software providers.
- Provide a Security Officer to define and monitor user access.
- Client is required to remain actively engaged in the PeopleSoft Upgrade until completion.
- Ensure change control is followed, and minimal updates are made to the production environment during the PeopleSoft Upgrade.
- Client must provide access to all domains that will be affected during the PeopleSoft Upgrade.

Client Project Management Obligations. Client agrees to:

- Provide liaison to work with Cerner Upgrade project manager. Typically Client's PeopleSoft development manager or equivalent.
- Collaboratively work with Cerner while reviewing, editing and approving appropriate test scripts.
- Approve the content and completion of the testing.
- Authorize Cerner to move the code to production.
- Provide PeopleSoft 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. Client agrees to:

- Provide specified contacts to work with Cerner on application specific testing and issue resolution. He/she will be the focal point for the Cerner Corporation 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 test scripts and job aids.
- Provide PeopleSoft Upgrade support coverage for all departmental areas affected.
- Testing of local devices such as, Interfaces and Printers.
- Perform the responsibilities as designated in the project plan.

Client Technical Obligations. Client agrees to:

- Provide PeopleSoft Upgrade support coverage for all departmental areas affected.
- Perform the responsibilities as designated in the project plan.
- Ensure hardware and software required for the PeopleSoft Upgrade or installation is available and operational - this includes:
 - Updating layered products (i.e., Back-end and Front-end Operating Systems, Database Software, and any other 3rd party solutions.) to meet the minimum requirements for the new release. These tasks (if needed) should be documented in the PeopleSoft Upgrade Project Plan for reference. If there is a requirement to upgrade layered products and Client would like Cerner assistance, additional services will be required under a separate arrangement letter. This work is outside the scope of this Exhibit A.
 - Ensure sufficient disk space to make copies of the entire production database as defined in the project plan including front-end and back-end servers for the domains and the additional space required to load the new software as well as new schema to the database.
 - Ensure hardware (memory, CPU and storage space) will be sufficient to handle any increases associated



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- with utilization of the new release or usage of functionality.
- Acknowledge that the MOCK PeopleSoft Upgrade, if performed on the same machine as the live production environment will affect performance.
 - Client is responsible for all testing that is not specifically indicated in the Work Effort as a Cerner responsibility.
 - Provide documentation of requested configurations on an as needed basis.
 - Provide documentation and support phone numbers for all relevant contact people including Client contacts for hardware and software vendors.
 - Provide the performing Cerner Associate appropriate access to applicable systems. This includes physical access to spaces (typically during business hours) and user ids and passwords to include root or system like access accounts for the execution of the PeopleSoft Upgrade steps and troubleshooting as well as network admin accounts for front-end.
 - Provide suitable workspace for the Cerner Associate with phone access.
 - Ensure the service keys to any systems are made available.
 - Provide documentation of requested configurations on an as needed basis.
 - 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-production domains.
 - Own changes regarding Disaster Recovery and High Availability.
 - Make table space changes and adjustment of maximum extents if needed.
 - Set up and configuration of interfaces into non-production domains used for testing.

POINTS OF PRESENCE

Cerner Upgrade Center will perform all work remotely unless previously agreed upon prior to signing this Cerner System Schedule. When needed, as defined by the project plan, Cerner associates will work from Client site.



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CERNER SYSTEM SCHEDULE NO. 2

EXHIBIT A PROFESSIONAL SERVICES SCOPE

1. DEFINITION OF PROJECT SCOPE AND DELIVERABLES

The Millennium Service Package Release Upgrade Project (Release Upgrade) is intended to update Client's current application functionality, from the then current code level to the latest monthly service packages available at the time the project begins. It is not within the scope of this project to modify or build new application functionality, with the exception of the selected Upgrade Center QuickWin enhancements.

The Release 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 set of detailed test scripts developed by the Upgrade Center based upon recommended approach and Client input gathered from solution assessments and Client provided test scripts.

2. WORK EFFORT

The Release 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 project is based on ninety (90) days, which begins with code installation in the first domain and ends with the Release Upgrade installation in Client's production domain.

PROJECT MANAGEMENT WORK EFFORT (P = Primary, R = Review, A = Assist)	Cerner Resource	Client Resource
• Manage the Release Upgrade project.	P	
• Create and maintain the Application and Technical Assessments	P	
• Review and update communications plan. Coordinate Release Upgrade calls with Client and Cerner teams. Produce weekly project status reports.	P	
• Create and maintain Release Upgrade project plan.	P	
• Work with Client to ensure that Cerner written custom CCL scripts are identified, modified, and repackaged as necessary. Modifications are limited to one hundred (100) hours. If additional hours are required, a new Agreement setting forth the hours and new rate 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	P	



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that Client has currently installed.		
• 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	
• Review training resources and strategies. Communicate strategy for relaying continuing education information to the appropriate education liaisons. Verify Client has SOP's 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 Release Upgrade and post Release Upgrade support.	P	A
• Upgrade to new service packages and manage post Release Upgrade issues	P	A

APPLICATION WORK EFFORT (P = Primary, R = Review, A = Assist)	Cerner Resource	Client Resource
• Evaluate solution 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 configuration(s) – to ensure printing occurs on non-production printer(s), i.e. charts, requisitions, labels, reports, and operations jobs.		P
• Incorporate Client specific testing requirements from Client test scripts into baseline 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 Release Upgrade activities. The majority of this activity will belong to Cerner. Client resources will be needed to configure and test interfaces, medical devices, PACS, document imaging, and local devices.	P	A
• Perform regression testing per project plan and domain strategy.	P	
• Perform Integration testing per project plan and domain strategy.		P
• Perform testing on systems interfaced to Cerner.		P
• Provide education updates to Client trainers.		P
• Manage solutions issue list. Work with Client and Cerner to achieve issue resolution until code moved to production.	P	
• Support production Release Upgrade to new service packages.	P	A
• Upgrade Cerner's testing of Non-Cerner PACS (Integrated with Cerner's ProVision Web, Modality Worklist, or VDI) includes testing of the integration of a non-Cerner PACS with Cerner Millennium ProVision Web, Modality Worklist and/or VDI, but does not include testing of the foreign PACS itself.	P	A
• Clients may pick up to twenty-five (25) enhancements from a customized list of available enhancements provided by the Upgrade Center. The Upgrade Center will identify the appropriate build steps needed to implement each enhancement, create and execute appropriate test scripts for each enhancement, and will resolve issues identified with the enhancement functionality.	P	R



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TECHNICAL WORK EFFORT - CERNER TECHNICAL SERVICES <small>P = Primary, R = Review, A = Assist</small>	Cerner Resource	Client Resource
• Review Technical Readiness Scorecard with Client and discuss hardware and software requirements. This includes all of the technical minimums and requirements for all 3rd party software and hardware. Review system capacity for both production and non-production environments.	P	R
• Cerner Technical Engagement Leader and Client create the technical project plan and determine domain strategy in conjunction with Cerner and Client project manager and architect.	P	R
• Manage other technical activities and escalation activities if needed.	P	
• Prepare environment for release. Run Millennium Support Assistant and submit updates, Review Client Custom Warehouse, Scripts, and Indexes.	P	
• Client is responsible for ensuring that all 3rd party layered products are upgraded (including software and hardware), to meet the technical minimums and/or requirements prior to the Release Upgrade commencing in the non-production domain. Client is responsible for creating a plan for the upgrade path of all 3rd party layered products in the production domain (per Technical Readiness Scorecard review) for the Millennium Release Upgrade project.		P
• Add any additional hardware requirements to support the Release Upgrade (CPU, memory, disk, devices, etc) prior to the Release Upgrade commencing (per Technical Readiness Scorecard review).		P
• Create non-production domain per domain strategy and project plan. Cerner Upgrade Center System Engineer will be responsible for all back-end steps to creating the non-production domain. Client will need to assist with database steps as well as setting up interfaces, and all front-end devices and printers. This would include Citrix servers, Chart server, RRD server, Multum server, CPDI servers, PACS (if applicable) and any other ancillary device that is in the production domain that will need to be tested in the non-production domain.	P	A
• Install and configure Lights On in production and non-production domains per domain strategy and project plan (if applicable).	P	A
• The Cerner Upgrade Center System Engineer will be responsible for updating the non-production domain per domain strategy and project plan. This includes the back-end steps as well as loading front end code warehouse. The Cerner Upgrade Center System Engineer will run the Uptime steps and Downtime Steps and capturing the timings for each of these processes.	P	A
• Client will be responsible for all front-end code dissemination in the non-production domain. This includes the set up of any front-end devices, including, but is not limited to: Citrix servers, Charting server, RRD server, Multum server, CPDI and PACS (if applicable) and any other fat client or network installed device that needs to be tested.	A	P
• Assist with technical issue troubleshooting and issue resolution if needed.	P	A
• Configure interfaces for non-production domains per domain strategy and project plan.		P
• Update the training domain or any other non-production domain.		P
• Install the Release Upgrade in the production domain. The Cerner Upgrade Center System Engineer will be responsible for installing the Release Upgrade in the production domain. This includes the back-end steps as well as loading front-end code warehouse. The Cerner Upgrade Center System Engineer will run the Uptime steps and Downtime Steps and capturing the timings for each of these processes.	P	A
• Client will be responsible for all front-end code dissemination for production domain and any individual set up to front-end devices this includes, but is not limited to: setting up Citrix servers, creating a Citrix rollout plan, Charting server, RRD server, Multum server, CPDI and PACS (if applicable) any other fat client or network installed device that needs to be tested. Client will be responsible for creating Citrix rollout plan for their production Citrix servers.	A	P
• Support production Release Upgrade to new service packages	P	A
• Provide 48 hrs of on-site post Release Upgrade support	P	
• Refresh Client's Certification Domain - The Cerner Upgrade Center System Engineer will be	P	A



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responsible for refreshing the CERT domain from the production domain within two weeks after the Release Upgrade has been finalized. Client will be responsible for the front-end code dissemination in the Certification domain. This needs to be completed within four (4) weeks of the Release Upgrade and should not extend beyond six (6) weeks post Release Upgrade go-live.		
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This Exhibit A covers only the items set forth herein. A new arrangement letter will be required if Client requests additional tasks beyond those set forth in this Exhibit A.

3. PROJECT COMPLETION

The project described in this Exhibit A will be considered complete on the date the upgrade packages are moved to the production domain.

4. KNOWLEDGE TRANSFER

Cerner will provide knowledge transfer as we progress throughout this project. This knowledge is supplemented by documentation found at cerner.com or uCern Wiki:

- Reference Pages (Cerner Millennium Support Guides ("CMSGs") are now available as Reference Pages in the uCern Wiki)
- Upgrade Guides
- Package Reports
- Release Details
- Illuminations sessions

Additional Education & Training information is available at cerner.com and may have additional cost.

5. CLIENT OBLIGATIONS

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 all aspects of the system. Client acknowledges and agrees that it will (i) provide the test plans, (ii) perform or supervise the testing activities, (iii) provide additional training and information to end users regarding the changes made, and (iv) approve the content and completion of the testing activities. 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:

- Comply with Cerner Production Environment Change Authorization ("PECA") process.
- Provide documentation and support phone numbers for all relevant hardware and software providers.
- Provide a Security Officer to define and monitor user access.
- Client is required to remain actively engaged in the Release Upgrade until completion.
- Ensure change control is followed, and no updates are made to the production environment during the Release Upgrade.
- Client must provide access to all domains that will be affected during the Release Upgrade via a Citrix connection. The preferred method is a Citrix or similar connection allowing multiple users access to the same environment at the same time via one connection.

5.1 Client Project Management Obligations. Client agrees to:

- Provide liaison to work with Cerner Release Upgrade project manager. Typically Client's application manager or equivalent.



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- Collaboratively work with Cerner while reviewing, editing and approving appropriate test scripts.
- Approve the content and completion of the testing.
- Authorize Cerner to move the code to production.
- Provide Release Upgrade support coverage for all departmental areas affected.
- Schedule downtime with the users.
- Perform the responsibilities as designated in the project plan.

5.2 Client Application Obligations. Client agrees to:

- Provide specified contacts to work with Cerner on application specific testing and issue resolution. He/she will be the focal point for the Cerner Corporation 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 test scripts.
- Provide Release Upgrade support coverage for all departmental areas affected.
- Test all site-specific custom programs e.g. CCLs In-lab indicator on Flow Sheet, Requisition Forms
- Define printer routings
- Testing of local devices such as, Interfaces, Printers, MDIs Scanners, etc.
- Perform the responsibilities as designated in the project plan.

5.3 Client Technical Obligations. Client agrees to:

- Provide Release Upgrade support coverage for all departmental areas affected.
- 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:
 - Updating layered products (i.e., Back-end and Front-end Operating Systems, Oracle, MQSeries, JRE (Java Runtime Environment), Multum, CPDI, PACS and any other 3rd party solutions and IP stack, etc.) to meet the minimum requirements for the new release. These tasks (if needed) should be documented in the Release Upgrade Project Plan for reference. If there is a requirement to upgrade layered products and Client would like Cerner assistance, additional services will be required under a separate arrangement letter. This work is outside the scope of this Exhibit A.
 - Ensure sufficient disk space to make a copy of the entire production database including front-end and back-end servers for the "MOCK" domain and the additional space required to load the new software as well as new schema to the database.
 - Ensure that hardware is available to test Client servers (Multum, RRD, Charting, CPDI, PACS, BMDI, etc.).
 - Ensure hardware (memory, CPU and storage space) will be sufficient to handle any increases associated with utilization of the new release or usage of functionality.
- Acknowledge that the MOCK Release Upgrade, if performed on the same machine as the live production environment will affect performance.
- Client is responsible for all testing that is not specifically indicated in the Work Effort as a Cerner responsibility.
- Provide documentation of requested configurations on an as needed basis.
- Provide documentation and support phone numbers for all relevant contact people including Client contacts for hardware and software vendors.
- Provide the performing Cerner Associate appropriate access to applicable systems. This includes physical access to spaces (typically during business hours) and user ids and passwords to include root or system like access accounts for the execution of the Release Upgrade steps and troubleshooting as well as network admin accounts for front-end.
- Provide suitable workspace for the Cerner Associate with phone access.
- Ensure the service keys to any systems are made available.
- Provide documentation of requested configurations on an as needed basis.
- 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-production domains.
- Verify desktop rollout/Citrix rollout. Client is responsible for all front-end code dissemination and any individual set up to front-end devices.
- Conduct High Availability ("HA") script changes (if applicable).



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**CERNER SYSTEM SCHEDULE
NO. 2
EXHIBIT A
PROFESSIONAL SERVICES SCOPE**

- Setup and/or install of Oracle RAC if required in the non-production domains.
- Make table space changes and adjustment of maximum extents if needed.
- Set up and configuration of interfaces into non-production domains used for testing.

6. POINTS OF PRESENCE

Cerner Upgrade Center will perform all work remotely unless previously agreed upon prior to signing this Cerner System Schedule. When needed, as defined by the project plan, Cerner associates will work from Client site.

**CERNER SYSTEM SCHEDULE
NO. 2
EXHIBIT B
MAINTENANCE**

Maintenance Terms. This Exhibit supersedes any terms of the Agreement that conflict with or are inconsistent with this Exhibit. In the event that IBM hardware or software is purchased, Client agrees to sign an IBM Service Elite contract in order to activate the service contract with IBM.

Maintenance Issues. Cerner has a toll-free number to report issues that include, but are not limited to equipment and sublicensed software issues, critical system issues, or general questions regarding invoices. Clients can reach the immediate response center (IRC) for hardware failures, application issues, or their maintenance specialist for questions regarding maintenance by simply calling (866) 221-8877.

Equipment Coverage Levels.

24x7 M-Su 4 HR. Provides Monday through Sunday, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, on-site coverage. Service effort is continuous until problem is resolved. On-site coverage will be provided by a third-party resource contracted by Cerner. 24x7 4 HR service does not guarantee that service will be completed that day due to part availability.

9x5 M-F 4 HR. Provides Monday through Friday, 8:00 AM to 5:00 PM call logging window, on-site coverage. Service effort is continuous until problem is resolved, excluding country holidays. On-site coverage will be provided by a third-party resource contracted by Cerner which does not guarantee that service will be completed that day due to part availability.

9x5 M-F Next Business Day. Provides Monday through Friday, 8:00 AM to 5:00 PM work window with best effort response, normally next day. On-site coverage will be provided by a third-party resource contracted by Cerner.

9x5 M-F Depot. Provides a Monday through Friday, 8:00 AM to 5:00 PM call logging window with the manufacturer of the hardware; the hardware is shipped to the manufacturer where it is repaired and returned to the Client site. There is not a service level agreement which governs the manufacturer's service and return of the hardware.

9x5 M-F Advanced Exchange. A replacement will be shipped the next business day and requires return of the replaced equipment within fifteen (15) days of receiving the replacement device. Service requests placed after 1:00 PM CST cannot be guaranteed next business day delivery. If more than one device is being requested for replacement, one will be Advance Exchange and the remaining will be returned on a best effort basis depending on availability of replacements.

Sublicensed Software Coverage Level(s).

24x7 M-Su Phone Support. Provides Monday through Sunday, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, phone support. Service effort is continuous until problem is resolved.

Changes to Maintenance Services. All changes, including but not limited to additions, deletions, and support levels, to a Client's maintenance service must be made via the attachment entitled "Maintenance Change Request". This attachment is affixed to outgoing renewal letters and is available upon request. All changes will take effect within sixty (60) days of receipt of a completed signed attachment.

Items can be added to the maintenance services coverage if they are in good working order. If an item is not in working order, it will be repaired based on time and material charges prior to being placed on the contract. Serial numbers must be provided on units for which Cerner does not possess the necessary information. Without serial numbers, service contracts cannot be established with the appropriate service provider.

Keep Inventory Current. Clients are encouraged to audit the information listed on all contract Renewal Notice Attachments upon receipt to ensure the accuracy of the Maintenance Team's records, especially serial numbers, to avoid costly time and materials charges for uncovered items. Please send us any missing or incorrect serial numbers so we can update our records accordingly. When items are replaced as a result of a service call, Cerner is not notified of the new serial number. When you become aware of a new serial number resulting from an item swap, please inform the Maintenance Team as soon as possible to avoid coverage issues. Feel free to request a copy of your Client Entitlement Master (CEM) at any time from your Maintenance Specialist via CTMaintenance@Cerner.com.

Note on Printer Maintenance. Consumable items are not covered under maintenance services. Consumable items include, but are not limited to, print heads and maintenance kits. Extra print heads, maintenance kits, and other consumables should be kept on hand should a need arise. Please e-mail CTMaintenance@Cerner.com with your questions or requests. Any service call expressing a need for consumables will result in a time and materials charge.

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 information and are not to be discussed outside the context of this contract. Various allowances are available for multi-year maintenance and prepaid terms of one year or greater. Any pricing quoted to Client or contained in the CEM does not include any applicable taxes.

Multi-Year Commitments. All pricing allowances are associated with this multi-year commitment unless otherwise indicated. If the services are either terminated or any item is deleted for reasons other than sale, discontinued use, or upgrade to new equipment before the end of the term, Client shall pay to Cerner immediately following termination or deletion an amount equal to the multi-year allowance guaranteed to Client up to the expiration of the contract. For prepaid multi-year contracts terminated before the end of the accepted term, all fees associated with the signed contract are still applicable and must be paid in full. Multi-year contracts do not guarantee that prices are capped for the length of the term. Prices are guaranteed on an annual basis or for the prepaid term.



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**CERNER SYSTEM SCHEDULE
NO. 2
EXHIBIT B
MAINTENANCE**

Line #	Part #	Solution Description	Maintenance Description	Qty	Level of Service	Term in Mo	Prepaid Maint Fees	Monthly Maint Fees	Extended Total
Quote: Technology- Fetalink CHO (1-4510258817-R-3)									
1	AE-CC-DEVID-3	Device Adapter	3 Year Adv Exch for Device ID Module	20	9x5 M-F Advanced Exchange	36	720	-	720
2	00068978	3 Year Adv Exch for Device ID Module (00068978)	3 Year Adv Exch for Device ID Module	20	9x5 M-F Advanced Exchange	24	-	31	734
5	BC321A	Cerner ESB Messaging Framework	RHEL Srv 2 Slt- Guest 24x7 3yr Lic	3	24x7 M-Su Phone Support	36	11,107	-	11,107
7	HA110A3 7G2	HP DL380 CTO Server	ProLiant ServerDL38x HWSupport - 3 Years	2	24x7 M-Su 4 HR	36	1,232	-	1,232
12	00037824	ProLiant ServerDL38x HWSupport - 3 Years (00037824)	ProLiant ServerDL38x HWSupport - 3 Years	2	24x7 M-Su 4 HR	24	-	100	2,400
25	HA110A3 7G2	HP DL380 CTO Server	ProLiant ServerDL38x HWSupport - 3 Years	1	24x7 M-Su 4 HR	36	816	-	816
30	00037824	ProLiant ServerDL38x HWSupport - 3 Years (00037824)	ProLiant ServerDL38x HWSupport - 3 Years	1	24x7 M-Su 4 HR	24	-	50	1,200
42	QC-ESBCAS-U1-MNT	Sonic ESB Continuous Avail Suite Proc	1 Yr MNT of Sonic ESB Continuous Avail Suite Proc	4	24x7 M-Su Phone Support	12	4,960	-	4,960
43	00058013	1 Yr MNT of Sonic ESB Continuous Avail Suite Proc (00058013)	1 Yr MNT of Sonic ESB Continuous Avail Suite Proc	4	24x7 M-Su Phone Support	48	-	413	19,839
44	QC-ESBES-U1-MNT	Sonic ESB Enterprise Suite Proc	1 Yr MNT of Sonic ESB Enterprise Suite Proc	2	24x7 M-Su Phone Support	12	1,240	-	1,240
45	00058012	1 Yr MNT of Sonic ESB Enterprise Suite Proc (00058012)	1 Yr MNT of Sonic ESB Enterprise Suite Proc	1	24x7 M-Su Phone Support	48	-	67	3,200
46	00133125	MySQL STD ED (1-4 socket server) per Server Perpetual (00133125)	MNT: MySQL STD ED (1-4 socket server) per Server Perpetual	4	24x7 M-Su Phone Support	60	-	440	26,400
49	AE-IEI-EMBPC-3	Fetal Monitor Connectivity Engine Includes 4GB CF Card	3 Year Adv Exch for Embedded PC	20	9x5 M-F Advanced Exchange	36	2,210	-	2,210
50	00130978	3 Year Adv Exch for Embedded PC (00130978)	MNT: 3 Year Adv Exch for Embedded PC	20	9x5 M-F Advanced Exchange	24	-	61	1,474

Total Prepaid Maintenance: 22,085 (USD)
Total Extended Monthly Maintenance: 55,248 (USD)

Line #	Part #	Solution Description	Maintenance Description	Qty	Level of Service	Term in Mo	Prepaid Maint Fees	Monthly Maint Fees	Extended Total
Quote: Tech Encoder Grouper INGENIX (1-6633142021-R-2)									
17	00032741	HP 3y Support Plus 24 SVC (00032741)	HP 3y Support Plus 24 SVC	1	24x7 M-Su 4 HR	24	-	0	0
17	HA110A3	HP 3y Support Plus 24 SVC	HP 3y Support Plus 24 SVC	1	24x7 M-Su 4 HR	36	0	-	0
18	00037824	ProLiant ServerDL38x HWSupport - 3 Years (00037824)	ProLiant ServerDL38x HWSupport - 3 Years	4	24x7 M-Su 4 HR	24	-	199	4,774
18	HA110A3 7G2	ProLiant ServerDL38x HWSupport - 3 Years	ProLiant ServerDL38x HWSupport - 3 Years	4	24x7 M-Su 4 HR	36	2,464	-	2,464

Total Prepaid Maintenance: 2,464 (USD)
Total Extended Monthly Maintenance: 4,774 (USD)

Total List Price: 105,100 (USD)
Total Allowance: 20,530 (USD)
Total Maintenance in this Cerner System Schedule: 84,570 (USD)

At the time of the actual order, Cerner may substitute individual technology solutions based on availability and/or technological advancements. In the event of a substitution, the corresponding maintenance services and fees are subject to change for the substituted items. If the substitution maintenance services result in an increase in the fees set forth above, Cerner and Client agree to meet and discuss the increase in fees prior to ordering the maintenance services.



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**CERNER SYSTEM SCHEDULE
NO. 2
EXHIBIT D
APPLICATION SERVICES SCOPE**

DISCERN nCODE

I. SOFTWARE TERM LICENSE

The services described in this Exhibit D include a nonexclusive, nontransferable license to the software components set forth on Attachment VII for the Term.

II. SCOPE OF SERVICES.

Includes the following:

- 2.1 Solution Data Center. The Discern nCode solution will be hosted at a data center operating under supervision twenty-four (24) hours per day, seven (7) days per week, every day of the year (24 x 7 x 365). The hosting and infrastructure management provided by Cerner includes the following:

No.	Responsibility Description
1	Provide data center space required to house Discern nCode TM for Ambulatory computing system. (e.g. data center raised floor, UPS power, cooling, physical security monitoring, backup systems, etc.)
2	Installation, management, and monitoring of Cerner Internet circuits and network hardware within the Cerner data center.
3	Provide computing hardware and maintenance of Discern nCode systems
4	Provide operating systems, database (database runs on 1 CPU Millennium node), and 3rd party layered software, 130 concurrent users for months one (1) through sixty (60) and maintenance necessary to run Discern nCode at the Cerner data center
5	Provide secure environment for on-site and off-site storage for backups
6	Monitor computing systems (24 x 7) to report on compromised system status, security, availability, and capacity.
7	Perform system backups nightly, weekly, and monthly as specified in standard backup procedure

- 2.2 Client Site Infrastructure and Support. The Client shall be responsible for the following infrastructure and support:

No.	Responsibility Description
1	Procurement, installation, maintenance, and management of Client Site peripheral devices and software in accordance with Cerner certified configurations. (e.g. PC's, servers, routers, printers, web browser, reboots, paper, toner, device offline, etc.) This includes peripheral devices and software adds, moves, changes, and upgrades.
2	ISP (Internet Service Provider) Connection from Client Site to ISP with a VPN appliance capable of supporting an IP SEC tunnel at Client Site to establish the VPN connection.
3	Backup of Client site pc's, servers, etc. and verification accuracy of the backups
4	Maintenance and troubleshooting connection and VPN device
5	Provide and manage all local area network, wide area network, and internet equipment or connectivity required to connect Client to the application services
6	Adhere to Cerner recommended practices for user provisioning
7	Adhere to Cerner recommended practices for system operations. (e.g. rules definition and workflow, purge)

- 2.3 Client Responsibilities. Client is responsible for the following items to ensure implementation for Discern nCode is successful at the Client site:

- Identify and have available a project manager or point of contact ("POC") and a minimum of two (2) Certified Professional Coders ("CPCs") to review the outcomes of the Discern nCode computer assisted coding ("CAC") engine and/or select "test" or "audit" sets as Client may request. A third CPC and/or auditor may be required to handle any disputes, as well as to be available to participate in the review of Licensed Software audit of the physician documentation and resulting ICD9, CPT and E&M coding output, based on the textual documentation input into the system.



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**CERNER SYSTEM SCHEDULE
NO. 2
EXHIBIT D
APPLICATION SERVICES SCOPE**

DISCERN nCODE

- Client's CPC professionals as described above will work on the identification and validation of test note sets and/or "Gold Set Standard Notes" as required and/or specified by established project methodology standards. Note: this may require multiple data/note sets. Gold Set Standard Notes timeframe is approximately one (1) to two (2) months depending on the time cycles of Client team.
- Client's CPC professionals will be available to meet with Cerner's team to review gold notes output and to understand the interpretations.
- Client will provide access to appropriate Client HIT database, interface, software engineers and subject matter experts.
 - Client will designate appropriate staff to be the system POC for troubleshooting, to be responsible for user setup and for training.
 - Client CPC professionals will be required to use the Discern nCode audit tools to interact and provide feedback on the CAC rules. These audit tools will be used to review and provide feedback on notes reviewed. The comments, disagreement and feedback logged within the system as they relate to specific notes will be used by Cerner's team to make all necessary update and rule edits.
 - Client will review and approve of the notes as processed by Discern nCode and note any disagreements with the federal, state or local laws and regulations, as well as their institutional guidelines.
 - Client's compliance department will be responsible for reviewing and approving all edits and/or changes to the system prior to rule edits being implemented.
 - Client will identify individuals responsible for signature, testing and communicating change protocols.
 - Provide access to systems and the data required for implementation, interfaces, test environments, as well as appropriate technical resources.

2.4 Cerner Responsibilities. Cerner is responsible for the following items:

- Cerner will provide implementation resources to work with the Client team as outlined on Attachment IX and Exhibit A of this Cerner System Schedule. The Cerner project team will work with the Client team to review and set the appropriate configuration options in the Discern nCode Management Application.
- Following this configuration, Cerner's team, Cerner's project team, and the Client's CPC and auditing team will collaboratively review the CAC outcomes of the client's gold standard notes to understand how the client and the CMS carrier for the client's region interprets the coding guidelines. Cerner's team will make agreed upon changes to resolve noted discrepancies.

2.5 Additional Provisions.

1. With respect to the Discern nCode license under this Cerner System Schedule, the following provisions shall apply:
 - a) Disclaimer of Warranties
CLIENT ACKNOWLEDGES THAT THE LICENSED SOFTWARE BEING PROVIDED HEREUNDER IS ON AN "AS IS" BASIS. EXCEPT FOR WARRANTIES WHICH MAY NOT BE DISCLAIMED AS A



Ventura County Healthcare Agency
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**CERNER SYSTEM SCHEDULE
NO. 2
EXHIBIT D
APPLICATION SERVICES SCOPE**

DISCERN nCODE

MATTER OF LAW, CERNER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE CODING, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- b) **Assumption of Risk, Disclaimer of Liability**
It is Client's responsibility to validate all rules against its standard operating procedures, and all federal, state and local regulations. Client assumes all risk, including but not limited to: (i) establishing the rules based on the Client's interpretation of coding guidelines, (ii) observing and monitoring which patient records have been reviewed; (iii) manually reviewing over and under coding of the encounter notes. Cerner will not be responsible for any errors due to over or under coding encounter notes, although every effort has been made to ensure its quality and accuracy.

- c) **Limitation on Liability**
Cerner's maximum liability for all claims arising under this Cerner System Schedule shall be limited to the amount paid by Client to Cerner under this Cerner System Schedule during the twelve (12) month period preceding the event giving rise to the action, for the Licensed Software affected by or related to such claim(s) and the associated Support.



Ventura County Healthcare Agency
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Financial Summary
Client Hosted

CASH FLOW SUMMARY

Contract/Element	Execution	Year 1 (Aug 12 - Jul 13)	Year 2 (Aug 13 - Jul 14)	Year 3 (Aug 14 - Jul 15)	Year 4 (Aug 15 - Jul 16)	Year 5 (Aug 16 - Sep 16)	Total
Licensed Software	\$ 106,922	\$ 132,222	\$ -	\$ -	\$ -	\$ -	\$ 239,143
Professional Services	-	607,473	67,497	-	-	-	\$ 674,970
Upgrades	-	1,125,000	375,000	-	-	-	\$ 1,500,000
Equipment / 3rd Party Software *	140,366	-	-	-	-	-	\$ 140,366
Subscriptions	-	213,523	290,424	290,424	290,424	48,404	\$ 1,133,199
Licensed Software Support	-	3,189	38,268	38,268	38,268	6,378	\$ 124,371
Equipment / 3rd Party Software Maintenance *	24,549	16,332	16,332	11,040	11,040	880	\$ 80,173
ASP Monthly Fee	-	5,625	67,500	67,500	67,500	11,250	\$ 219,375
Transaction Fee Setup Fee	65,140	-	-	-	-	-	\$ 65,140
Transaction Fee Monthly Fee	-	46,554	558,648	558,648	558,648	93,108	\$ 1,815,606
Total	\$ 336,977	\$ 2,149,918	\$ 1,413,669	\$ 965,880	\$ 965,880	\$ 160,020	\$ 5,992,343

PowerChart Touch ***

Total Budget

\$ 5,992,343

BUDGET IMPACT (FISCAL YEAR)

Capital Budget Impact	Execution	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Licensed Software	\$ 106,922	\$ 132,222	\$ -	\$ -	\$ -	\$ -	\$ 239,143
Professional Services	-	607,473	67,497	-	-	-	\$ 674,970
Upgrades	-	1,125,000	375,000	-	-	-	\$ 1,500,000
Equipment / 3rd Party Software *	140,366	-	-	-	-	-	\$ 140,366
Total Capital Budget Impact	\$ 247,288	\$ 1,864,695	\$ 442,497	\$ -	\$ -	\$ -	\$ 2,554,479

Operating Budget Impact

Operating Budget Impact	Execution	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Subscriptions	\$ -	\$ 213,523	\$ 290,424	\$ 290,424	\$ 290,424	\$ 48,404	\$ 1,133,199
Licensed Software Support	-	3,189	38,268	38,268	38,268	6,378	\$ 124,371

Equipment / 3rd Party Software Maintenance *	24,549	16,332	16,332	11,040	11,040	880	\$ 80,173
ASP Monthly Fee	-	5,625	67,500	67,500	67,500	11,250	\$ 219,375
Transaction Fee Setup Fee	65,140	-	-	-	-	-	\$ 65,140
Transaction Fee Monthly Fee	-	46,554	558,648	558,648	558,648	93,108	\$ 1,815,606
Total Operating Budget Impact	\$ 89,689	\$ 285,223	\$ 971,172	\$ 965,880	\$ 965,880	\$ 160,020	\$ 3,437,864

Total Capital + Operating	\$ 336,977	\$ 2,149,918	\$ 1,413,669	\$ 965,880	\$ 965,880	\$ 160,020	\$ 5,992,343
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PowerChart Touch ***							
Total Budget							\$ 5,992,343

* Extended Maintenance is a budgetary estimate

**Cash Flow does not reflect annual inflationary adjustments

*** PowerChart Touch pricing estimate assumes 100 active users @ \$40 per month + \$50K for local technology

July 26, 2012