County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

March 14, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE AMENDMENT NUMBER TWO
CERNER CORPORATION
JAIL HOSPITAL INFORMATION SYSTEM
ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to execute the attached proposed Amendment Number Two to Agreement Number 71710 (Agreement) with Cerner Corporation (Cerner) to increase the maximum contract sum from $26,074,305 to an amount not to exceed $37,211,098, and extend the term of the Agreement for three (3) years, with the option to extend for two (2) one (1) year periods, following the current expiration date of August 11, 2006.

2. Authorize the Sheriff to execute applicable documents when the original contracting entity has merged, been purchased, or has otherwise changed; and to modify the contract within the conditions specified in the contract, including authority for the Sheriff to exercise the extension provisions, if, at his discretion, such extensions would be in the best interest of the County and to exercise the additional change notice authority with regard to future expenditures added to the Agreement under Amendment Number Two within the conditions specified therein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action, as more fully described on Attachment A, is to enhance JHIS through the acquisition of software, hardware, and related services; to provide continued maintenance services for the additional terms, and to add or amend other standard County provisions required since execution of Amendment One to the Agreement.

Amendment Two will ensure the continued and uninterrupted maintenance services and enhancements for JHIS. Amendment Two additionally will ensure that JHIS continues to address the concerns and mandates of the Department of Justice for improved efficiencies and effectiveness within the Sheriff's Department's inmate health care delivery.

IMPLEMENTATION OF STRATEGIC PLANNING GOALS

Amendment Two supports the County's Strategic Plan Goal No. 3 (Organizational Effectiveness), Strategy 2 (Improve Internal Operations). Specifically, the Agreement enables the Sheriff's Department to provide an improved level of inmate medical services to the County in a cost effective manner. The Agreement with Cerner is included in the Sheriff's Department's FY 2005-2006 and FY 2006-2007 Business Automation Plans.

FISCAL IMPACT/FINANCING

Approval of Amendment Two will increase the maximum contract sum from the current level of $26,074,305 to $37,211,098. This increase incorporates $1,519,017 for total purchase amounts of the Disaster Recovery (DR) Purchase Order and $2,972,874 for the total purchase amounts of the Picture Archiving Capture System (PACS) Purchase Order, which were previously processed through the Internal Services Department It also includes funding for an additional three (3) years of maintenance services for the original JHIS software at a not to exceed amount of $4,138,144, five years of maintenance services for the DR, PACS, and Telemedicine software and Telemedicine hardware at not to exceed total cost of $1,184,295, one-time implementation costs for the Telemedicine project of $1,007,422, and County-requested professional services of a maximum of $450,000.

Contract Total with Amendment One	$26, 074,305
Purchase Orders	$4,491,892
Telemedicine Implementation One-Time Costs	$1,007,422
Additional Maintenance Services	$5,187,479
Professional Services	$450,000
New Contract Amount	$37,211,098

Funding is included in the Sheriff's Department's budget and the Inmate Welfare Fund.

The additional delegated change notice authority for purchases of software, hardware, and related services which expand or enhance JHIS functionality is not currently funded and therefore has no fiscal impact at this time. As a condition to execution of any such Change Notice, the Sheriff's Department must earmark funding for such purchases through the normal budgeting process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 11, 1998, your Board approved the Agreement with Cerner to develop, implement, and maintain JHIS for the Sheriff's Department for a five-year time period and a maximum total contract sum of $20,141,006. Amendment One increased the maximum contract sum to $26,074,305, and extended the term for three years following the effective date of Amendment One, with two additional one year option periods.

JHIS addresses the concerns and mandates of the Department of Justice for improved efficiencies and effectiveness within the inmate health care delivery system.
As more fully described in Attachment A, subsequent to the execution of Amendment One, the Sheriff's Department acquired the DR and PACS Purchase Orders to enhance the functionality of JHIS. Amendment Two reconciles the terms of those purchase orders with the terms of the Agreement and provides for ongoing maintenance of those systems. It provides for the acquisition of the Telemedicine project, and it provides flexibility for the purchase of other modules as necessary and available in the future.

The Agreement includes the contract provisions required by the Board, the Chief Administrative Officer, and County Counsel, and adds and/or amends Board-mandated

provisions that have been approved or revised since the time of Amendment One, including Health Insurance Portability & Accountability Act (HIPAA) and contractor debarment provisions.

Amendment Two has been reviewed by the Chief Information Officer and approved as to form by the Office of the County Counsel. Amendment Two was prepared in concert with outside counsel, Sidley Austin LLP.

CONTRACTING PROCESS

In October 1997, the Sheriff's Department solicited a Request for Proposal to thirty-seven firms. Seven proposals were received and evaluated. Cerner Corporation was selected and awarded a contract. The Agreement with Cerner to provide design, development, implementation, and maintenance services for JHIS expired on August 10, 2003. Amendment Number One extended the Agreement to August 10, 2006.

Amendment Two will extend the Cerner contract through August 2009, with the option to extend through August 2011.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current Sheriff's operations and services.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two originally executed copies of Amendment Two to the Sheriff's Department's Contracts Administration Unit, for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed by,

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

ATTACHMENT A

AMENDMENT NUMBER TWO
CERNER CORPORATION
JAIL HOSPITAL INFORMATION SYSTEM

SUMMARY OF AMENDMENT TWO

Amendment Two provides the following:

- Extends the term of the Agreement for three (3) years following the current expiration date of August 11, 2006.
- Delegates authority to the Sheriff, at such person's discretion, to extend the term of the Agreement for two (2) additional consecutive one-year periods.
- Increases the maximum contract sum to an amount not to exceed $37,211,098 through the end of the extended term, which may be increased pursuant to the delegated Change Notice (as defined in the Agreement) authority described below.
- Acquires software, hardware, and related implementation and installation services for the Telemedicine project.
- Incorporates into the Agreement software, hardware, and related implementation and installation services acquired pursuant to (i) that certain Purchase Order No. 31038070, dated as of November 26, 2003, and the Order Change thereto dated as of February 2, 2004 (Disaster Recovery (DR) Purchase Order) and (ii) that certain Purchase Order No. 31065329 dated as of June 7, 2005, the Order Change thereto dated as of August 23, 2005 and the related Purchase Order No. 31078766 dated as of February 23, 2006 (Picture Archiving Capture System (PACS) Purchase Order; together with the DR Purchase Order, (Purchase Orders), in each case, between County and Contractor, and makes certain amendments to the Agreement related to the incorporation of such software, hardware and related services.
- Extends maintenance services for the DR, PACS, Telemedicine, and original JHIS software and acquires maintenance services for the Telemedicine Hardware (as defined in the Agreement), in each case, through the extended term.
- Delegates additional authority to the Sheriff to enter into Change Notices to acquire software, hardware, and related services which expand or enhance JHIS functionality, which Change Notices are subject to, among other things and as more fully described below and in the Amendment Number Two, (i) an aggregate spending cap of $6,500,000, (ii) earmarking of funds, (iii) inclusion of at least a ten percent (10%) holdback to all amounts payable

other than in respect of maintenance services, (iv) prior written approval of County Counsel and County's Chief Information Officer, and (v) prior written notice to your Board.

- Increases the amount available for County-requested professional services and related Out-of-Pocket Expenses (as defined in the Agreement) by an amount not to exceed $450,000.
- Approves of subcontracting arrangements with FUJIFILM Medical Systems USA, Inc. and Unistrut Corporation.
- Adds to the body of the Agreement the standard County provision on Contractor's Obligations under Health Insurance Portability & Accountability Act (HIPAA).
- Amends other standard County provisions that were modified since July 15, 2003, which is the date on which your Board approved Amendment Number One (Amendment One) to the Agreement.

FULL EXPLAINATION OF JUSTIFICATION FOR RECOMMENDED ACTIONS

The recommended action is intended: (1) to enhance JHIS through the acquisition of software, hardware, and related services for the Telemedicine project; (2) to ensure that the software, hardware, and related services acquired pursuant to the Purchase Orders are governed by the terms and conditions of the Agreement; (3) to provide continued maintenance services for the DR, PACS, Telemedicine, and original JHIS software and acquire maintenance services for the Telemedicine Hardware, in each case, for the extended term of the Agreement, including the two one-year optional extensions; (4) to provide additional funding for County-requested professional services and related Out-of-Pocket Expenses; (5) to provide additional flexibility to the Sheriff to further expand and enhance JHIS through the Change Notice process; (6) to approve two subcontracting arrangements; and (7) reflect recent changes in standard County provisions, all as further described below.

JHIS is a mission-critical system integral to the delivery of health care to County's jail inmates. The Telemedicine project, which will be developed and funded under Amendment Two, will further enhance JHIS by providing remote diagnostic capability for inmates, without the costs and security risks associated with inmate transport to external health care facilities.

Subsequent to the approval of Amendment One, the Sheriff generated the DR Purchase Order for hardware, software, and related services which enhance the stability of JHIS by establishing a failover site for this mission-critical application and to upgrade aging hardware. The total purchase amount of the DR Purchase Order was $1,519,017. Two years later, the Sheriff additionally generated the PACS Purchase Order for hardware, software, and related services which enhance JHIS functionality by adding a picture archiving capture system to replace the Sheriff's antiquated x-ray imaging system. The total purchase amount of the PACS Purchase Order was $3,048,057, which includes

twelve (12) months of maintenance services for the software acquired thereunder. Although change orders to both Purchase Orders incorporate the Purchase Orders into the Agreement, County and Cerner use Amendment Two to clarify that the Agreement governs the Purchase Orders and all hardware, software, and related services acquired thereunder and to make amendments the Agreement which resolve inconsistencies between terms of the Purchase Orders and the Agreement.

With the last extension of the Agreement set to expire on August 11, 2006, Amendment Two extends maintenance services for the JHIS System Software (as defined in the Agreement), including software added for the DR, PACS, and Telemedicine projects, for up to five (5) years. Additionally, although the other JHIS System Hardware (as defined in the Agreement), including hardware added for the DR and PACS projects, are maintained under other County agreements, the Sheriff desires to contract with Cerner to provide maintenance for the medical device and other hardware added for the Telemedicine project. As Amendment One included funding for maintenance services for the original JHIS System Software for the first two (2) years of the extended term of the Agreement, and Contractor's pricing for such maintenance services decreased by $134,960, Amendment Two provides for a net increase in the amount authorized for such original JHIS System Software of $4,003,184 to cover the last year of the extended term and the two (2) optional one-year extensions. Additionally, Amendment Two authorizes $1,184,295 for the software added for the DR, PACS, and Telemedicine projects and the hardware added for the Telemedicine projects for the entire extended term, including the two (2) optional one-year extensions.

Amendment Two adds additional funding for County-requested professional services and related Out-of-Pocket Expense at the same average rate of $150,000 per year as was approved in Amendment One. As Amendment One included funding for professional services and related Out-of-Pocket Expenses which, at the average rate described above, will be sufficient for the first two (2) years of the extended term of the Agreement, Amendment Two increases the authorized amount by $450,000 for the final three (3) years of the extended term, which includes the two (2) optional one-year extensions.

Amendment Two delegates additional authority to the Sheriff to enter into Change Notices to acquire software, hardware, and related services which expand or enhance JHIS functionality. This additional delegated authority is intended to streamline the amendment process so that the Sheriff will make additional JHIS purchases, which historically have been time-sensitive, through the Agreement, rather than through the purchase order process. As with the DR and PACS Purchase Orders, although the Purchase Orders incorporated themselves into the Agreement, inconsistencies between the terms of the Purchase Orders and the Agreements inevitably resulted. Additionally, County has already negotiated a number of deal-specific protections in the Agreement which are not found in our standard purchase order provisions. Thus, it is preferable that these JHIS purchases occur through the Agreement.

Although streamlined, these types of Change Notices are subject to a number of constraints. First, purchases in excess of $6,500,000 in the aggregate cannot be made by such Change Notices, but rather require a formal amendment approved by your Board. Second, these amounts serve as restrictions only and are not funded; the Sheriff must earmark funding through normal budgeting processes before authorizing any such Change Notices. Third, in order to provide incentive for Contractor to perform the last 5% to 10% of the work required under such Change Notices, all amounts payable thereunder, other than for maintenance services, must be subject to at least a ten percent (10%) holdback. Fourth, to provide oversight over the technology purchased pursuant to such Changes Notices, such Change Notices require the prior written approval of County's Chief Information Officer. Fifth, to ensure that the Change Notices are in proper legal form, such Change Notices are subject to the prior written approval of County Counsel. Finally, to keep your Board informed of the use of this delegated authority, the Sheriff is required to give your Board prior written notice of such Change Notices. It should be noted that this Change Notice authority is not intended, and does not, supplement amounts available under the Agreement for other professional services and Out-of-Pocket Expenses. Upon execution thereof, any such Change Notice will increase the maximum contract sum of the Agreement by the amount authorized pursuant to such Change Notice.

Amendment Two approves of subcontracting arrangements and corresponding subcontracts with FUJIFILM Medical Systems USA, Inc. (Fuji) and Unistrut Corporation (Unistrut). Fuji has been providing services under the PACS Purchase Order without a subcontract. Amendment Two rectifies this situation by putting a subcontract in place. The subcontract with Fuji, among other things, incorporates standard County provisions and makes County an express third party beneficiary thereof.

Contractor recently engaged Unistrut to provide necessary engineering services which were not originally contemplated in Contractor's scope of work under the PACS Purchase Order. A portion of these services must be completed prior to reopening County's Century Regional Detention Facility, which is scheduled to occur in late March 2006. In order to meet this imminent deadline, the Sheriff's Department agreed to perform a portion of these services which would otherwise be expected of Contractor. Although the Agreement acknowledges that County will be performing a portion of these services, Contractor has agreed to waive any claims against County for any delay, disruption or inefficiencies which allegedly may arise in connection with the services to be performed by County. Contractor additionally agrees to indemnify County for any such claims brought by Contractor's subcontractors. The subcontract with Unistrut, among other things, otherwise incorporates standard County provisions and makes County an express third party beneficiary of such subcontract.

Lastly, Amendment Two (1) adds to the body of the Agreement the standard County provision on Contractor's Obligations under Health Insurance Portability & Accountability Act (HIPAA) that was adopted after the original Agreement was approved by your Board and (2) amends other standard County provisions which have been amended since your Board approved Amendment One.

PROJECT HISTORY

Phase 1 of JHIS consisted of Lab, Pharmacy, Radiology, Powerchart, Interfaces, and Patient Management components. Phase 2 consisted of Appointment Scheduling, Order Management, Care Coordination, Care Documentation, Medical Records Tracking, and Meds Administration/Sick Call components. Phase 3 consisted of QA/Risk Mitigation and Document Imaging components. All functionality, with the exception of Document Imaging, has been implemented and is now in operation at Custody's Medical Services Bureau. Document Imaging implementation is dependent upon a software upgrade that has not yet been completed.

JHIS addresses the concerns and mandates of the Department of Justice for improved efficiencies and effectiveness within the inmate health care delivery system. JHIS provides the following specific benefits:

- Provides standardized order entry and clinical documentation, including drug interaction checking, for over 500 concurrent users, including Physician, Nursing, Dietary, Lab, Radiology, and Pharmacy personnel.
- Improves clinical documentation through the automation of 44 clinical forms, consents, and pathways.
- Improves tracking of tests in progress and the automated printing of specimen collection labels.
- Requires less time to place orders, confirm orders, answer calls, and search for results.
- Improves health care delivery through immediate access to inmate health information, ability to analyze outcomes and support quality management.
- Reduces filing and reporting time for Lab and Radiology results.
- Improves processes across functional areas, including Mental Health Department.

CIO ANALYSIS

AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 71710 WITH CERNER CORPORATION
FOR A TURNKEY JAIL HOSPITAL INFORMATION SYSTEM (JHIS)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☐ New Contract ☒ Contract Amendment ☒ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 3 Yrs # of Option Yrs 2

Contract Components:
☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Chief Marc Klugman

Budget Information :

Y-T-D Contract Expenditures	$26,074,305
Requested Contract Amount	$11,136,793
Aggregate Contract Amount	$37,211,098

Project Background:

Yes	No	Question
☒	☐	Is this project legislatively mandated? Yes, the State of California's Code of Regulations Title 22, Chapter 12, Sections 79501, et al requires inmate detention facilities that provide hospital and health services to inmates to obtain a Correctional Treatment Center (CTC) license. The County's inmate population and the County's numerous facilities require a Hospital Information System to meet CTC licensing requirements.
☒	☐	Is this project subvented? If yes, what percentage is offset? This project is offset 100% and uses funds from the Inmate Welfare Fund.
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan? JHIS supports the County's Strategic Plan Goal No. 3 for Organizational Effectiveness.
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?

☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The JHIS project complies with IT Directions document by conducting government electronically.
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards? JHIS utilizes a combination of industry standards and proprietary technologies.
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Sheriff's Department is seeking your Board's approval of an amendment to the existing Agreement with Cerner Corporation (Cerner) for the acquisition of additional hardware, software, and services (for a Telemedicine module) and continued maintenance of the Jail Hospital Information System (JHIS). This Amendment Number Two also incorporates the terms and conditions of two previously issued Purchase Orders for a JHIS Disaster Recovery hardware/software upgrade, and the addition of Picture Archiving Capture System (PACS) – digital X-ray -- enhancements into the Agreement.

Amendment Number Two also provides delegated authority to the Sheriff to execute Change Notices for additional systems enhancements. They may include functionality such as Radiological Services enhancements, Women's Health Information System, Electronic Patient Signature, and Biometric Authentication. Funding for such Change Notices will have to be identified by the Sheriff in the future.

The proposed Amendment will extend the term of the original Agreement three (3) additional years, with two (2) one-year options. The Amendment will also add $11,136,793 to the contract for a new Maximum Sum of $37,211,098.

The agreement is included in the contracts listing within the Sheriff's Department's 2005-2006 Business Automation Plan. The Sheriff's Inmate Welfare Fund budget will provide partial funding for this Agreement.

Background:

On August 11, 1998, your Board approved an agreement with Cerner Corporation to develop, implement, and maintain a Jail Hospital Information System (JHIS) for the Los Angeles County Sheriff's Department (LASD) for a five-year time period and a maximum total contract sum of $20,141,006.

On July 8, 2003, your Board approved Amendment Number One to the Agreement with Cerner to extend the term of the agreement for three (3) years beyond the original term for providing maintenance services for system software and interfaces, but not system hardware (the County entered into a contract with Hewlett-Packard for JHIS hardware maintenance). Amendment One increased the Agreement sum to an amount not to exceed $26,074,305.

Project Justification/Benefits:

Amendment Number Two provides for a major system functionality enhancement needed by the Sheriff to continue providing health and mental health services. The Telemedicine module will significantly improve the quality of jail healthcare services by providing online doctor-patient interaction. This module will provide online Telemedicine connectivity between the LAC-USC Medical Center and ten (10) Sheriff jail facilities using the Sheriff Data Network.

This Amendment also aligns and incorporates the terms and conditions of two previously issued Purchase Orders (one for Disaster Recovery and one for Picture Archive Capture System) into the original agreement with Cerner. This will streamline the management of the JHIS contract and provides for improved contractor accountability and transparency. It also provides for a consolidated maintenance services framework for JHIS.

JHIS is a complex system that supports the critical functions of healthcare delivery at Sheriff jail facilities. The core system is continuously upgraded and enhanced by Cerner to provide additional and new functionality that could improve Sheriff's healthcare services. Amendment Number Two also includes a component for a Change Notice process to accommodate the acquisition of additional software and services from Cerner to enhance JHIS. Such Change Notices will have to be approved in advance by the Chief Information Officer and County Counsel.

Project Metrics

The Telemedicine module is a deliverable-based and fixed-price acquisition. The Disaster Recovery system has already been implemented and in production for over a year. Final acceptance of this component will occur within the next 90 days based on the current project schedule. The first phase of PACS is now under development and is targeted for a March 24, 2006 implementation. The second phase is scheduled for implementation in the third quarter of 2006. The statement of work and project schedule for PACS provide detailed milestones for the completion of the module.

All three phases of the original Agreement with Cerner, except Document Imaging, have been successfully implemented. The implementation of Document Imaging is pending the installation of a software upgrade and is scheduled to be completed in the fourth quarter of 2006.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

If Amendment Number Two is not approved, the JHIS software will not have maintenance services beyond August 11, 2006. However, the existing Amendment One does provide the Department with the option to extend the Agreement for up to two (2) additional consecutive one-year periods if the Sheriff chooses to do so. If the additional systems enhancement included in Amendment Two are not implemented, the original investment in the system will be jeopardized and it will result in a degradation of health and mental health services within the County's detention facilities.

Alternatives Considered:

No alternatives have been explored. Cerner supplied a standard product, customized it to meet the Sheriff's Department's specifications and is the best entity to provide systems upgrades, enhancements, and maintenance services for the next five years.

Project Risks:

The Telemedicine module will be deployed over the Sheriff Data Network (SDN). There is a certain project risk associated with implementing any video-conferencing system over an Internet Protocol (IP) network, such as SDN, due to bandwidth constraints and other network related challenges, e.g. the bridge between the two networks connecting LAC-USC and jail facilities.

The implementation of the Disaster Recovery system and PACS which were initiated by two separate Purchase Orders will continue under the amended contract. The level of risk for these two components is not impacted by their incorporation into this Amendment.

Risk Mitigation Measures:

The Sheriff's Department will retain a 10 percent holdback on deliverable payments for new work performed under this Amendment to ensure successful performance.

Financial Analysis:

Contract Total with Amendment One	**$26,074,305**
Purchase Order for Disaster Recovery	**$1,519,018**
Purchase Order for PACS	**$2,972,874**
Maintenance Services for Original JHIS System for 5 More Years	**$4,003,184**
Maintenance Services for DR, PACS, Telemedicine for 5 Years	**$1,184,295**
Telemedicine Implementation	**$1,007,422**
Profession Services (Pool Dollars)	**$450,000**
New Contract Total	**$37,211,098**

If approved by the Board, this Amendment will delegate the authority to the Sheriff to increase the new contract sum by an amount not to exceed by $6,500,000.

CIO Concerns:

None.

CIO Recommendations:

My office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: February 9, 2006

Prepared by:

Date: March 1, 2006

Approved:

Date: March 2, 2006

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AMENDMENT NUMBER TWO

TO

AGREEMENT NO. 71710

FOR A TURNKEY JAIL HOSPITAL INFORMATION SYSTEM (JHIS)

BETWEEN

COUNTY OF LOS ANGELES

AND

CERNER CORPORATION

AMENDMENT NUMBER TWO
TO
AGREEMENT NO. 71710
FOR A TURNKEY JAIL HOSPITAL INFORMATION SYSTEM (JHIS)
BETWEEN
COUNTY OF LOS ANGELES
AND
CERNER CORPORATION

This Amendment Number Two (hereinafter "Amendment No. 2") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Cerner Corporation (hereinafter "CONTRACTOR"), effective as of the Amendment No. 2 Effective Date (as defined below), based on the following recitals:

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement No. 71710, dated as of August 11, 1998 (as amended prior to the date hereof and together with the Exhibits and Attachments thereto as amended prior to the date hereof, hereinafter "Agreement"), for a Turnkey Jail Hospital Information System for the benefit of COUNTY and, more specifically, its Sheriff's Department.

WHEREAS, CONTRACTOR has been developing, installing, implementing and identifying necessary modifications to the System pursuant to the terms and conditions of the Agreement.

WHEREAS, pursuant to (i) that certain Purchase Order No. 31038070 dated as of November 26, 2003 and the Order Change thereto dated as of February 2, 2004 (collectively referred to as "DR Purchase Order") and (ii) that certain Purchase Order No. 31065329 dated as of June 7, 2005, the Order Change thereto dated as of August 23, 2005 and the related Purchase Order No. 31078766 dated as of February 23, 2006 (collectively referred to as "PACS Purchase Order"; together with the DR Purchase Order, "Purchase Orders"), in each case, between COUNTY and CONTRACTOR, COUNTY has purchased certain hardware, licensed certain software and acquired certain maintenance and support services from CONTRACTOR, in each case, as more fully described in such Purchase Orders.

WHEREAS, COUNTY and CONTRACTOR desire that the terms and conditions of the Agreement govern the hardware purchased, software licensed and maintenance and support services acquired pursuant to the Purchase Orders, except as expressly provided herein.

WHEREAS, in connection with this Amendment No. 2, COUNTY desires to purchase certain additional hardware, license certain additional software, acquire additional years of software maintenance and support services and acquire hardware maintenance and support services from CONTRACTOR specifically for the Telemedicine Hardware (as defined below), in each case, which COUNTY and CONTRACTOR additionally desire be governed by the terms

and conditions of the Agreement, except as expressly provided herein.

WHEREAS, COUNTY and CONTRACTOR additionally desire to extend the term of the Agreement to include additional maintenance and support services, pursuant to the terms and conditions hereof.

WHEREAS, COUNTY and CONTRACTOR additionally desire to update certain provisions of the Agreement required by COUNTY's Board of Supervisors to reflect changes made to such provisions since COUNTY and CONTRACTOR entered into Amendment Number One to the Agreement on July 15, 2003.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 2, COUNTY and CONTRACTOR hereby agree as follows:

1. Definitions; Paragraph References. Capitalized terms used herein without definition (including, without limitation, in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 2. Unless otherwise noted, Paragraph references in this Amendment No. 2 shall refer to the body of the Agreement.

2. Consolidation of Purchase Orders. With respect to the Purchase Orders, parties hereto acknowledge and agree as follows:

   2.1. Pursuant to the DR Purchase Order, COUNTY purchased and licensed from CONTRACTOR, respectively, the Supplemental Hardware listed on Attachment K-2 (Supplemental Hardware) to the Agreement, as amended by this Amendment No. 2, and Supplemental Software listed on Attachment K-1 (Supplemental Software) to the Agreement, as amended by this Amendment No. 2, in each case, under the heading "Disaster Recovery," together with certain installation and implementation services with respect thereto. The total fixed purchase price authorized pursuant to the DR Purchase Order (including, without limitation, sales taxes associated therewith) is $1,519,017.32, which is allocated as set forth on Exhibit B (Schedule of Payments) to the Agreement.

   2.2. Pursuant to the PACS Purchase Order, COUNTY purchased and licensed from CONTRACTOR, respectively, the Supplemental Hardware listed on Attachment K-2 (Supplemental Hardware) to the Agreement, as amended by this Amendment No. 2, and Supplemental Software listed on Attachment K-1 (Supplemental Software) to the Agreement, as amended by this Amendment No. 2, in each case, under the heading "PACS," together with certain installation, implementation and maintenance services with respect thereto. The total fixed purchase price authorized pursuant to the PACS Purchase Order (including, without limitation, all sales taxes associated therewith) is $3,048,057, which is allocated as set forth on Exhibit B (Schedule of Payments) to the

Agreement.

2.3. Effective as of the Amendment No. 2 Effective Date, (a) to the extent of any inconsistency with the terms and conditions of the Agreement, as amended from time to time, the terms and conditions of the Purchase Orders are superseded by such terms and conditions of the Agreement, as amended from time to time, (b) except as expressly set forth in the Agreement, as amended from time to time, all Supplemental Hardware are a part of, and included in, the System Hardware for all purposes and (c) except as expressly set forth in the Agreement, as amended from time to time, all Supplemental Software are a part of, and included in, the System Software for all purposes.

3. Agreement Regarding Maintenance of Telemedicine Hardware. As of the Amendment No. 2 Effective Date, COUNTY and Contractor agree that notwithstanding Paragraph 4 (Maintenance Services) of Amendment No. 1, CONTRACTOR shall perform maintenance services in respect of the Telemedicine Hardware in accordance with the terms of Exhibit D (Schedule of Maintenance) to the Agreement and the Agreement generally, in each case, as amended by this Amendment No. 2, in exchange for COUNTY's payment of the applicable maintenance fees set forth on Exhibit D (Schedule of Maintenance) to the Agreement in accordance with the terms of the Agreement, in each case, as amended by this Amendment No. 2.

4. Amendments to the Body of the Agreement. As of the Amendment No. 2 Effective Date, the body of the Agreement is amended as follows:

4.1. Paragraph 1 (Applicable Documents).

4.1.1. Amend and restate Subparagraph 1.1 (Interpretation) of the Agreement in its entirety as follow:

1.1 Interpretation

Exhibits A, B, C, D, E, F, I, I-A, I-B, I-C, I-D, J, K, L, M, N and O (together with all Schedules, Attachments and Annexes thereto) are attached to and form a part of this Agreement. Exhibit G and Exhibit H as referenced below (together with all Schedules, Attachments and Annexes thereto) are hereby incorporated herein by reference and form a part of this Agreement. Exhibits A through O (together with all Schedules, Attachments and Annexes thereto) are referred to individually and collectively below as the "Exhibits." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, good, service, or other work, or otherwise, between any amendment to this Agreement, the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved

by giving precedence first to the amendment to this Agreement, then to the body of this Agreement, and then to the Exhibits according to the following priority:

1. Exhibit A - Statement of Work

2. Exhibit J - Supplemental Statements of Work
   Attachment J-1 – Disaster Recovery
   Attachment J-2 – PACS Phase I and Phase II
   Annex J-2 – PACS Services Scope Detail
   Attachment J-3 – Telemedicine

3. Exhibit K - Supplemental Software and Hardware
   Attachment K-1 – Supplemental Software
   Attachment K-2 – Supplemental Hardware

4. Exhibit B - Schedule of Payments
   Attachment 1 – Supplements to Exhibit B
   Attachment B-1 – Supplemental Payment Terms

5. Exhibit C - Project Schedule

6. Exhibit D - Schedule of Maintenance

7. Exhibit M - Supplemental License Provisions – Supplemental CONTRACTOR Software

8. Exhibit N - Supplemental Pass Through License Provisions – Supplemental Third Party Software
   Attachment N-1 – Disaster Recovery Supplemental Third Party Software – IBM
   Attachment N-2 – PACS Supplemental Third Party Software – Oracle

9. Exhibit L - Supplemental Warranty Periods and Pass Through Provisions
   Attachment L-1 – Disaster Recovery Supplemental Third Party Software - IBM
   Attachment L-2 – PACS Supplemental Hardware and Supplemental Third Party Software – Fuji
   Attachment L-3 – PACS Supplemental Hardware – HP

Attachment L-4 – PACS Supplemental Hardware – Unistrut
Attachment L-5 – Telemedicine Supplemental Hardware – AMD

10. Exhibit G - Request for Proposals for A Jail Hospital Information System for the County of Los Angeles Sheriff's Department, dated November 6, 1997, except that:

(a) In Subsection 2.3 (Constraints and Assumptions) of Exhibit G, the statement that "The system must be fully integrated with all JHIS components appearing to the end user as a single system" is hereby deemed modified to "The system must be fully integrated with all JHIS components appearing to the end user as a single system, except to the extent that Users must log on separately to the Human Resources Application Software module"; and

(b) With respect to the following subsections only of Exhibit G and Exhibit H, there shall not be precedence given to Exhibit G or to Exhibit H, and such identified subsections shall be read in light of one another in interpreting and resolving any conflicts and/or inconsistencies: Subsection 3.2 (Functional Requirements) of Exhibit G and Subsection 1.1 (Description of Functions and Capabilities of the Proposed System) of Exhibit H.

11. Exhibit H - Cerner Corporation Proposal for the Design and Implementation of the Jail Hospital Information System for the County of Los Angeles Sheriff's Department, dated December 22, 1997

12. Exhibit I - Required Subcontract Provisions

13. Exhibit I-A - Subcontract between CONTRACTOR and Sierra Systems Consultants, Inc.

14. Exhibit I-B - Subcontract between CONTRACTOR and Digital Equipment Corporation

15. Exhibit I-C - Subcontract between CONTRACTOR and IMNET Systems, Inc.

16. Exhibit I-D (Subcontract Between CONTRACTOR and FUJIFILM Medical Systems USA, Inc.)

17. Exhibit I-E (Subcontract Between CONTRACTOR and Unistrut Corporation)

18. Exhibit E - CONTRACTOR Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement

19. Exhibit F - CONTRACTOR's EEO Certification

20. Exhibit O - CONTRACTOR'S Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act

4.1.2. Add the following defined terms to Subparagraph 1.3 (Definitions) of the Agreement in the proper alphabetical order:

Agreement

As used herein, the term "Agreement" means this Agreement No. 71710, by and between COUNTY and CONTRACTOR, together with all Exhibits and Attachments hereto and thereto, as amended by Amendment No. 1 and Amendment No. 2, and as may be further amended from time to time in accordance with the terms hereof.

Amendment No. 1

As used herein, the term "Amendment No. 1" shall mean that certain Amendment Number One to this Agreement, dated as of July 15, 2003, between COUNTY and CONTRACTOR.

Amendment No. 2

As used herein, the term "Amendment No. 2" shall mean that certain Amendment Number Two to this Agreement, dated as of March __, 2006, between COUNTY and CONTRACTOR.

Amendment No. 2 Effective Date

As used herein, the term "Amendment No. 2 Effective Date" shall mean the date on which Amendment No. 2 became effective in accordance with its terms.

Supplemental CONTRACTOR Software

As used herein, the term "Supplemental CONTRACTOR Software" shall mean all software, including, but not limited to, object code, data structures and related Documentation, proprietary to CONTRACTOR and supplied by CONTRACTOR pursuant to this Agreement and is based on and incorporates the software products described in Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto, and listed on Attachment K-1 (Supplemental Software) under any heading "Licensed Software" and all enhancements, revisions and related Documentation prepared by CONTRACTOR regarding such software. Reference to Supplemental CONTRACTOR Software may include one or more components or modules thereof or all Supplemental CONTRACTOR Software in the System.

Supplemental Hardware

As used herein, the term "Supplemental Hardware" shall mean the equipment and other items listed on Attachment K-2 (Supplemental Hardware). Reference to the Supplemental Hardware may include one or more components thereof or all Supplemental Hardware in the System.

Supplemental Modifications

As used herein, the term "Supplemental Modifications" shall mean the software, including, but not limited to, object code, data structures and related documentation, supplied by CONTRACTOR pursuant to this Agreement that is based on and incorporates the modifications and configurations described in Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto, and all enhancements, revisions and related Documentation prepared by CONTRACTOR regarding such software. Reference to the Supplemental Modifications may include one or more components or modules thereof or all Supplemental Modifications in the System.

Supplemental Software

As used herein, the term "Supplemental Software" shall mean the Supplemental CONTRACTOR Software, the Supplemental Third Party Software and the Supplemental Modifications.

Supplemental Third Party Software

As used herein, the term "Supplemental Third Party Software" shall mean all software, including, but not limited to, object code, data structures and related Documentation, proprietary to third parties and supplied by CONTRACTOR pursuant to this Agreement and is based on and incorporates the software products described in Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto, and listed on Attachment K-1 (Supplemental Software) under any heading "Sublicensed Software", and all enhancements, revisions and related Documentation prepared and/or supplied by CONTRACTOR regarding such software. Reference to Supplemental Third Party Software may include one or more components or modules thereof or all Supplemental Third Party Software in the System.

Telemedicine Hardware

As used herein, the term "Telemedicine Hardware" shall mean the subset of Supplemental Hardware listed on Attachment K-2 (Supplemental Hardware) under the heading "Telemedicine." Reference to the Telemedicine Hardware may include one or more components thereof or all Telemedicine Hardware in the System.

4.1.3. Amend the definition of "Baseline Software" set forth in Subparagraph 1.3 (Definitions) of the Agreement to add the subsection indicator "(a)" immediately after the phrase "shall mean" and shall add the phrase "and (b) the Supplemental Software" immediately after the phrase "prepared by CONTRACTOR regarding such software".

4.1.4. Amend the definition of "Baseline Modifications" set forth in Subparagraph 1.3 (Definitions) of the Agreement to add the subsection indicator "(a)" immediately after the phrase "shall mean" and to add the phrase "and (b) the Supplemental Modifications" immediately after the phrase "prepared by CONTRACTOR regarding such software".

4.1.5. Amend the definition of "System Hardware" set forth in Subparagraph 1.3 (Definitions) of the Agreement to add the phrase ", Supplemental Hardware"

immediately after the phrase "the Development Hardware".

4.1.6. Amend the definition of "Deliverable" set forth in Subparagraph 1.3 (Definitions) of the Agreement to add the phrase "or Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto" immediately after the phrase "as a numbered Deliverable in Exhibit A (Statement of Work)".

4.1.7. Amend the definition of "Specifications" set forth in Subparagraph 1.3 (Definitions) of the Agreement (a) to delete the word "and" at the end of subsection (g) thereof, (b) to delete the final punctuation of subsection (h) thereof and to replace it with the phrase "; and" and (c) to add the following as subsection (i) thereof:

> (i) With respect to the Supplemental Software and Supplemental Hardware only, all specifications set forth in Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto or Exhibit K (Supplemental Software and Hardware) and any Attachments thereto or as otherwise provided by Contractor in respect thereof.

4.1.8. Amend the definition of "Task" set forth in Subparagraph 1.3 (Definitions) of the Agreement to add the phrase "or as a numbered Task or step in Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto" immediately prior to the final punctuation thereof.

4.2. Subparagraph 4.4.2 (Downtime Credits). Amend the first paragraph of Subparagraph 4.4.2 (Downtime Credits) of the Agreement (a) to insert the phrase "or Telemedicine Hardware" immediately after the phrase "any component of System Software" and (b) to delete the phrase "Monthly System Software Maintenance Support Fee" and to replace it with "fees for maintenance services". Amend the second paragraph of Subparagraph 4.4.2 (Downtime Credits) of the Agreement to insert the phrase "or Telemedicine Hardware" immediately after the phrase "any component of System Software".

4.3. Subparagraph 4.6 (Phases and Milestones). Amend Subparagraph 4.6.1 of the Agreement to add the word "certain" immediately prior to the phrase "work to be carried out under this Agreement".

4.4. Paragraph 5 (Term). Amend and restate Paragraph 5 (Term) of the Agreement in its entirety as follows:

> 5. TERM
>
> The term of this Agreement shall commence upon the Effective Date and shall continue for three (3) years following August 11, 2006, and thereafter may be extended, upon notice by and at the

discretion of the Sheriff, for up to two (2) additional consecutive one-year periods, unless sooner terminated, in whole or in part, as provided in this Agreement.

4.5. Paragraph 6 (Change Notices and Amendments).

4.5.1. Amend Subparagraph 6.3 of the Agreement to lowercase the first letter of the first word of such Subparagraph and to insert the phrase "Except as expressly provided in Subparagraphs 6.7(b) and 6.8(b)," immediately prior thereto.

4.5.2. Amend Subparagraph 6.4 of the Agreement to add the phrase "and upon a project schedule for all tasks listed in Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto" immediately prior to the final punctuation thereof.

4.5.3. Amend Subparagraph 6.5 of the Agreement to add the phrase "or in Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto" immediately after the phrase "work listed in Exhibit C (Project Schedule)".

4.5.4. Amend and restate Subparagraphs 6.7 and 6.8 of the Agreement in their entirety as follows:

6.7 Notwithstanding any other provision of this Paragraph 6, Sheriff and CONTRACTOR's Project Director may execute an amendment to this Agreement in the form of a Change Notice, which does either of the following:

(a) changes the items and/or prices of System Hardware as specified in the applicable Exhibits and Attachments hereto, provided that: (1) all such changes shall occur prior to installation of the particular items and which shall not include new functionality; (2) the total cost of (a) System Hardware other than Supplemental Hardware as shown in Section I (System Hardware) of Attachment B (Schedule of System Hardware and System Software) to Exhibit A (Statement of Work) as of the Effective Date shall not be exceeded and (b) Supplemental Hardware as shown in Attachment K-2 (Supplemental Hardware) as of the Amendment No. 2 Effective Date shall not be exceeded; (3) the total cost of maintenance of System Hardware as shown on Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance) as of the Amendment No. 2 Effective Date shall not be exceeded;

and (4) Sheriff will obtain the prior written approval of COUNTY's Purchasing Agent, which approval may be granted or withheld in his sole discretion, for any Change Notice; or

(b) acquires additional items of hardware designed to improve or enhance the performance, functionality or reliability of the System (which acquisition may include new functionality) and, if applicable, installation, implementation and/or maintenance services with respect thereto, provided that: (1) total cost of all hardware, software, installation, implementation and maintenance services acquired collectively under this Subparagraph 6.7(b) and Subparagraph 6.8(b) shall not exceed $6,500,000 in the aggregate; (2) Sheriff has identified funding for the additional hardware, installation, implementation and/or maintenance services; (3) the Change Notice shall update Attachment K-2 (Supplemental Hardware) and, if applicable, Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance), in each case, to include such hardware; (4) the Change Notice shall update Exhibit J (Supplemental Statements of Work) to attach any statement of work applicable to such hardware, installation, implementation and/or maintenance services; (5) the Change Notice shall update Exhibit B (Schedule of Payments) to include the payment schedule applicable to such hardware, installation, implementation and/or maintenance services; (6) such payment schedule shall include a holdback of at least ten percent (10%) of the payment allocated to each deliverable of hardware, installation services, and implementation services acquired under the Change Notice, which holdback shall be payable to Contractor cumulatively upon County's acceptance of all such work; (7) the Change Notice shall amend the Contract Sum to reflect the total cost of all hardware, installation, implementation and/or maintenance services acquired by such Change Notice; (8) Sheriff will obtain the prior written approval of COUNTY Counsel for such Change Notice; (9) Sheriff will obtain the prior written recommendation of COUNTY's Chief Information Officer for such Change Notice; and (10) Sheriff will provide prior written notice of such Change Notice to COUNTY's Board of Supervisors.

For the avoidance of doubt, Paragraph 6.7(b) is not intended, and shall not, supplement the amount available for other professional services and Out-of-Pocket Expenses under Paragraph 7.5 (Other Professional Services), as such amount is shown on Exhibit B (Schedule of Payments).

6.8 Notwithstanding any other provision of this Paragraph 6, Sheriff and CONTRACTOR's Project Director may execute an amendment to this Agreement in the form of a Change Notice, which does either of the following:

(a) changes the items and/or prices of Operating Software as specified in Section II (System Software) of Attachment B (Schedule of System Hardware and System Software) to Exhibit A (Statement of Work) and in Schedule II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance) and correspondingly changes the prices shown in Exhibit B (Schedule of Payments), provided that: (1) all such changes shall occur prior to installation of the particular items and which shall not include new functionality; (2) the total cost of all Operating Software as shown in such Section II (System Software) of Attachment B (Schedule of System Hardware and System Software) to Exhibit A (Statement of Work) as of the Effective Date shall not be exceeded; (3) the total cost of maintenance of all Operating Software as shown in such Schedule II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance) as of the Effective Date shall not be exceeded; and (4) Sheriff will obtain the prior written approval of COUNTY's Purchasing Agent, which approval may be granted or withheld in his sole discretion, for any Change Notice; or

(b) acquires additional software designed to improve or enhance the performance, functionality or reliability of the System (which acquisition may include new functionality) and, if applicable, installation, implementation and/or maintenance services with respect thereto, provided that: (1) total cost of all software, hardware, installation, implementation and maintenance services acquired collectively under this Subparagraph 6.8(b) and Subparagraph 6.7(b) shall not exceed

$6,500,000 in the aggregate; (2) Sheriff has identified funding for the additional software, installation, implementation and/or maintenance services; (3) the Change Notice shall update Attachment K-1 (Supplemental Software) and, if applicable, Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance), in each case, to include such software; (4) the Change Notice shall update Exhibit J (Supplemental Statements of Work) to attach any statement of work applicable to such software, installation, implementation and/or maintenance services; (5) the Change Notice shall update Exhibit B (Schedule of Payments) to include the payment schedule applicable to such software, installation, implementation and/or maintenance services; (6) such payment schedule shall include a holdback of at least ten percent (10%) of the payment allocated to each deliverable of software, installation services, and implementation services acquired under the Change Notice, which holdback shall be payable to Contractor cumulatively upon County's acceptance of all such work; (7) the Change Notice shall amend the Contract Sum to reflect the total cost of all software, installation, implementation and/or maintenance services acquired by such Change Notice; (8) Sheriff will obtain the prior written approval of COUNTY Counsel for such Change Notice; (9) Sheriff will obtain the prior written recommendation of COUNTY's Chief Information Officer for such Change Notice; and (10) Sheriff will provide prior written notice of such Change Notice to COUNTY's Board of Supervisors.

For the avoidance of doubt, Paragraph 6.8(b) is not intended, and shall not, supplement the amount available for other professional services and Out-of-Pocket Expenses under Paragraph 7.5 (Other Professional Services), as such amount is shown on Exhibit B (Schedule of Payments).

4.6. Paragraph 7 (Contract Sum). Delete the second and third paragraphs of Subparagraph 7.1 (General) of the Agreement and replace it with the following:

As used in this Agreement, "Contract Sum," including, without limitation, all applicable taxes, equals Thirty-Seven Million Two Hundred Eleven Thousand Ninety-Eight Dollars ($37,211,098), which amount is allocated as set forth on Exhibit B (Schedule of Payments).

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of CONTRACTOR, and may be modified only pursuant to a duly approved Amendment to this Agreement executed by COUNTY's Board of Supervisors and CONTRACTOR pursuant to Paragraph 6 (Change Notices and Amendments) or pursuant to a Change Notice executed in accordance with the applicable of Subparagraphs 6.7(b) and/or 6.8(b). Notwithstanding any provision of this Subparagraph 7.1, CONTRACTOR shall perform and complete all work required of CONTRACTOR by this Agreement in exchange for the amounts to be paid to CONTRACTOR as set forth in this Agreement

4.7. Subparagraph 8.1 (General). Amend Subparagraph 8.1 (General) of the Agreement to add the following sentence immediately after the first sentence of such Subparagraph:

Notwithstanding the immediately preceding sentence, for certain work provided pursuant to Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto and indicated on Exhibit B (Schedule of Payments), CONTRACTOR shall invoice COUNTY for such work in accordance with the supplemental payment provisions set forth on Exhibit B (Schedule of Payments).

4.8. Paragraph 10 (Warranty).

4.8.1. Amend Subparagraph 10.1 (Warranty Periods for Warranty Services) of the Agreement to add the phrase ", Telemedicine Hardware" after each reference therein to the phrase "System Software".

4.8.2. Amend the introductory paragraph to Subparagraph 10.2 (Duration of Warranty Periods) of the Agreement to add the phrase "the Supplemental Hardware," immediately after the phrase "the Production Hardware,".

4.8.3. Add the following as new Subparagraphs 10.2(H), (I), (J), (K), (L) and (M) of the Agreement, respectively:

H. For the Supplemental Third Party Software specified on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and any Attachments thereto, CONTRACTOR's warranty shall commence and expire as set forth on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and the applicable Attachments thereto.

I. For the Supplemental Software provided by

CONTRACTOR pursuant to PACS Phase I of Attachment J-2 (PACS Phase I and Phase II) (other than such Supplemental Third Party Software identified on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and any Attachments thereto), CONTRACTOR's warranty shall commence upon the date on which all of the following have occurred: (i) CONTRACTOR has successfully completed and delivered all deliverables, goods, services and other work associated installation, implementation and testing of such Supplemental Software, as further described in Attachment J-2 (PACS Phase I and Phase II), and CONTRACTOR has verified such completion and delivery; (ii) CONTRACTOR has successfully implemented all functions and features of such Supplemental Software, as further described in Attachment J-2 (PACS Phase I and Phase II), and CONTRACTOR has verified such successful implementation; (iii) COUNTY's Project Director and COUNTY's Project Manager have approved such successful completion, delivery and implementation in accordance with Subparagraph 2.4 (Approval of Work); and (iv) COUNTY's Project Director has determined that COUNTY has actually and successfully used such Supplemental Software to perform COUNTY's applicable normal business operations for thirty (30) consecutive days with no Deficiencies, and such warranty shall continue for twelve (12) months thereafter.

J. For the Supplemental Software provided by CONTRACTOR pursuant to PACS Phase II of Attachment J-2 (PACS Phase I and Phase II) (other than such Supplemental Third Party Software identified on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and any Attachments thereto), CONTRACTOR's warranty shall commence upon the date on which all of the following have occurred: (i) CONTRACTOR has successfully completed and delivered all deliverables, goods, services and other work associated installation, implementation and testing of such Supplemental Software, as further described in Attachment J-2 (PACS Phase I and Phase II), and CONTRACTOR has verified such completion and delivery; (ii) CONTRACTOR has successfully implemented all functions and features of such Supplemental Software, as further described in

Attachment J-2 (PACS Phase I and Phase II), and CONTRACTOR has verified such successful implementation; (iii) such Supplemental Software successfully integrates, interfaces and operates with the Supplemental Software described in subparagraph (I) above and CONTRACTOR has verified such integration, interface and operation; (iv) COUNTY's Project Director and COUNTY's Project Manager have approved such successful completion, delivery, implementation, integration, interface and operation in accordance with Subparagraph 2.4 (Approval of Work); and (v) COUNTY's Project Director has determined that COUNTY has actually and successfully used such Supplemental Software to perform COUNTY's applicable normal business operations for thirty (30) consecutive days with no Deficiencies, and such warranty shall continue for twelve (12) months thereafter.

K. For the Supplemental Software provided by CONTRACTOR pursuant to Attachment J-3 (Telemedicine) and the Telemedicine Hardware other than the Telemedicine Hardware listed on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and any Attachments thereto, CONTRACTOR's warranty shall commence upon the date on which all of the following have occurred: (i) CONTRACTOR has successfully completed and delivered all deliverables, goods, services and other work associated installation, implementation and testing of such Supplemental Software and Telemedicine Hardware, as further described in Attachment J-3 (Telemedicine), and CONTRACTOR has verified such completion and delivery; (ii) CONTRACTOR has successfully implemented all functions and features of such Supplemental Software and Telemedicine Hardware, as further described in Attachment J-3 (Telemedicine), and CONTRACTOR has verified such successful implementation; (iii) such Supplemental Software and Telemedicine Hardware successfully integrates, interfaces and operates with all other System Software and CONTRACTOR has verified such integration, interface and operation; (iv) COUNTY's Project Director and

COUNTY's Project Manager have approved such successful completion, delivery, implementation, integration, interface and operation in accordance with Subparagraph 2.4 (Approval of Work); and (v) COUNTY's Project Director has determined that COUNTY has actually and successfully used such Supplemental Software and Telemedicine Hardware to perform COUNTY's applicable normal business operations for thirty (30) consecutive days with no Deficiencies, and such warranty shall continue for both such Supplemental Software and such Telemedicine Hardware, twelve (12) months thereafter.

L. For the Supplemental Hardware specified on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and the Attachments thereto, CONTRACTOR's warranty shall commence and expire as set forth on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and the applicable Attachments thereto.

M. For the Supplemental Software and Supplemental Hardware provided by CONTRACTOR pursuant to Attachment J-1 (Disaster Recovery), CONTRACTOR's warranty shall commence and expire as set forth on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and the applicable Attachments thereto.

4.8.4. Amend Subparagraph 10.3 (Warranty Services Response) of the Agreement to add the following to the end of such Subparagraph:

With respect to the Supplemental Hardware and Supplemental Third Party Software identified on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and the Attachments thereto only, notwithstanding the warranty services provisions set forth in this Subparagraph 10.3, the warranty services applicable to such Supplemental Hardware and Supplemental Third Party Software shall be as set forth on Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) and the applicable Attachments thereto.

4.8.5. Amend Subparagraph 10.4(A) of the Agreement to add the phrase "the applicable of" immediately prior to the phrase "Exhibit A (Statement of Work)" and to add the phrase "and Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto" immediately prior to the final punctuation in such Subparagraph.

4.8.6. Amend the first sentence of Subparagraph 10.4(J) of the Agreement (a) to add the phrase ", Telemedicine Hardware" immediately after the phrase "System Software", (b) to add the phrase "the applicable of" immediately prior to the phrase "Exhibit A (Statement of Work)" and (c) to add the phrase "and Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto" immediately prior to the final punctuation of such sentence. Amend the second sentence of Subparagraph 10.4(J) of the Agreement to add the phrase ", Telemedicine Hardware" immediately after the phrase "System Software".

4.8.7. Amend Subparagraph 10.5(B) of the Agreement to add the phrase "the applicable of" immediately prior to the phrase "Exhibit A (Statement of Work)" and to add the phrase "and Exhibit J (Supplemental Statements of Work) and any Attachments and Annexes thereto" immediately prior to the final punctuation of such Subparagraph.

4.8.8. Amend Subparagraph 10.5(E) of the Agreement to delete the last sentence of such Subparagraph and to replace it with the following:

> CONTRACTOR further warrants that (i) upon COUNTY's written approval of Deliverable 4.2 (Installed and Operable Development Hardware), Deliverable 9.1 (Installed and Tested MDIs), Deliverable 9.2 (Constructed and Tested External Systems Interfaces), and Deliverable 11.2 (Installed and Operable Production Hardware and Certain Operating Software), as the case may be, of Exhibit A (Statement of Work), title to each such component of System Software (other than Supplemental Hardware) shall automatically transfer from CONTRACTOR to COUNTY and (ii) upon COUNTY's written approval of the installation of each component of Supplemental Hardware, title to such component shall automatically transfer from CONTRACTOR to COUNTY.

4.8.9. Add the following to the Agreement as Subparagraph 10.7(A) thereof:

> A. Repair or de-install and replace the Telemedicine Hardware or any part thereof which fails to function according to the Specifications as initially determined by COUNTY but subject to Paragraph 49 (Dispute Resolution Procedure).

4.8.10. Amend the first paragraph of Subparagraph 10.10 (Third Party Software) of the Agreement to add the phrase "and the Supplemental Third Party Software" immediately prior to the phrase "(herein, 'Third Party Software')".

4.9. Paragraph 11 (Ownership of the System and License).

4.9.1. Amend the last sentence of the second paragraph of Subparagraph 11.1 (Ownership) of the Agreement to add the phrase "or Exhibit K (Supplemental Software and Hardware) and any Attachments thereto" immediately after the phrase "described in Attachment C (Related CONTRACTOR Software Product Descriptions) to Exhibit A (Statement of Work)".

4.9.2. Amend the last sentence of the third paragraph of Subparagraph 11.1 (Ownership) of the Agreement (a) to add the phrase "other than Supplemental Hardware" immediately after the first reference in such sentence to the phrase "System Hardware" and (b) to add the following to the end of such paragraph:

> Title to each component of the Supplemental Hardware shall automatically transfer from CONTRACTOR to COUNTY upon COUNTY's written approval of the installation of such component of Supplemental Hardware.

4.9.3. Amend and restate Subparagraph 11.2(A)(i) of the Agreement in its entirety as follows:

> (i) To use the System Software, Development Software, software components of external systems Interfaces which are not proprietary to COUNTY as set forth in Attachment D (JHIS Interfaces) and software components of medical devices Interfaces, including, without limitation, the Third Party Software, on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of Users, except that (a) the number of Users of the following software only shall be limited as follows: (1) for the Application Software, the license permits use by three thousand (3,000) named Users in support of operations at COUNTY Facilities, with COUNTY having the right to change the named Users at any time; (2) for Item 137 of the Operating Software as specified in Subsection B (Operating Software Installed on Production Hardware) of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software) to Exhibit A (Statement of Work), the license permits use by two thousand seven hundred eighty-seven (2,787) concurrent Users; and (3) for Items 140 through 147 of the Operating Software as specified in Subsection B (Operating Software Installed on Production Hardware) of Section II (System Software) of Attachment B (Schedule of System Hardware and System Software) to Exhibit A (Statement of Work), the license permits use by seventy-five (75) concurrent Users and (b) for specific items of Supplemental CONTRACTOR Software identified on Exhibit M (Supplemental License Provisions –

Supplemental CONTRACTOR Software), the scope of use shall be limited as set forth on such Exhibit M;

4.9.4. To amend the final paragraph of Subparagraph 11.2(A) of the Agreement to add the following sentence immediately after the first sentence of such paragraph:

> With respect to the Supplemental Third Party Software identified on Exhibit N (Supplemental Pass Through License Provisions – Supplemental Third Party Software) and any Attachments thereto only, notwithstanding the License provisions set forth in this Subparagraph 11.2(A), the License of such Supplemental Third Party Software shall be subject to the further restrictions set forth on such Exhibit N.

4.10. Paragraph 16 (Subcontracting). Amend Paragraph 16 (Subcontracting) of the Agreement to add Subparagraph 16.14 in the proper numerical order as follows:

> 16.14 As an accommodation to CONTRACTOR, COUNTY will perform the portions of Tasks 7B and 7D expressly allocated to COUNTY on Attachment J-2 (PACS Phase I and Phase II).
>
> Notwithstanding anything to the contrary set forth herein, in consideration of COUNTY's accommodation to CONTRACTOR as described immediately above, CONTRACTOR hereby waives and releases COUNTY, on behalf of itself and its subcontractors, from any and all claims, expenses, damages, and costs, including all direct and indirect impacts for any delay, disruption or inefficiencies, incurred by CONTRACTOR and/or its subcontractors in performing the remaining portion of Tasks 7B and 7D required to complete and deliver Deliverables 7B and 7D (in this Subparagraph 16.14, "Claims") that may allegedly arise out of or in connection with the portions of Tasks 7B and 7D expressly allocated to COUNTY as described above. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY from any Claims brought against the COUNTY by any of CONTRACTOR's subcontractors.

4.11. Paragraph 22 (Compliance with Applicable Law).

4.11.1. Amend and restate Paragraph 22.1 in its entirety as follows:

> 22.1 CONTRACTOR's activities hereunder, including, without limitation, the Tasks, subtasks, Deliverables, goods, services and other work from time to time delivered to COUNTY hereunder,

shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, codes and directives, and all provisions required thereby to be included in this Agreement are incorporated herein by this reference thereto. CONTRACTOR shall have up to fifteen (15) days to correct any noncompliance with COUNTY rules, regulations, ordinances, guidelines, codes and directives following written notice from COUNTY including written copies of such applicable rules, regulations, ordinances, guidelines, codes and/or directives.

4.11.2. Amend the first sentence of Paragraph 22.2 to insert the word "codes" after the phrase "laws, rules, regulations, ordinances, guidelines,".

4.12. Paragraph 69 (CONTRACTOR's Responsibility and Debarment). Amend and restate Paragraph 69 (CONTRACTOR's Responsibility and Debarment) of the Agreement (as added to the Agreement by Amendment No. 1) in its entirety as follows:

69. CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

69.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.

69.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

69.3 Non-responsible Contractor

COUNTY may debar CONTRACTOR if COUNTY's Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (i) violated a term of a contract with COUNTY or a

nonprofit corporation created by COUNTY; (ii) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty or (iv) made or submitted a false claim against COUNTY or any other public entity.

69.4 Contractor Hearing Board

If there is evidence that CONTRACTOR may be subject to debarment, COUNTY's Project Director will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. CONTRACTOR and Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to COUNTY's Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right at its sole discretion to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

69.5 Review of Debarment Decision

If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of

debarment or terminate the debarment if it finds that such contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of COUNTY.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

69.6 Subcontractors of Contractor

These terms shall also apply to Subcontractors of COUNTY.

4.13. New Paragraph 74 (CONTRACTOR's Obligations as a Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")). Paragraph 74 (CONTRACTOR's Obligations as a Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) hereby is added to the Agreement in the proper numerical order as follows:

74. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

COUNTY is subject to the Administrative Simplification requirements of HIPAA. Under this Agreement, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information (as defined in Exhibit O (CONTRACTOR's Obligations as a Business Associate Under Health Insurance Portability and Accountability Act)) in order to provide those services. COUNTY and CONTRACTOR therefore agree to the terms of Exhibit O (CONTRACTOR's Obligations as a Business Associate Under Health Insurance Portability and Accountability Act).

5. Amendments to Exhibits and Schedules. As of the Amendment No. 2 Effective Date, the Exhibits and Schedules to the Agreement are amended as follows:

5.1. Amend Exhibit B (Schedule of Payments) to the Agreement (as amended by Amendment No. 1) (a) to delete items VII. through XI. in their entirety, (b) to add the items set forth on Attachment 1 hereto immediately after item VI. thereof, and (c) to add as Attachment B-1 (Supplemental Payment Provisions) to the Agreement Attachment B-1 (Supplemental Payment Provisions) attached hereto and made a part hereof.

5.2. Amend and restate Exhibit D (Schedule of Maintenance) (together with all Schedules thereto) to the Agreement in its entirety as set forth on Exhibit D (Schedule of Maintenance) (together with all Schedules thereto) attached hereto and made a part hereof.

5.3. Add as Exhibit I-D (Subcontract Between CONTRACTOR and FUJIFILM Medical Systems USA, Inc.) to the Agreement Exhibit I-D (Subcontract Between CONTRACTOR and FUJIFILM Medical Systems USA, Inc.) attached hereto and made a part hereof.

5.4. Add as Exhibit I-E (Subcontract Between CONTRACTOR and Unistrut Corporation) to the Agreement Exhibit I-E (Subcontract Between CONTRACTOR and Unistrut Corporation) attached hereto and made a part hereof.

5.5. Add as Exhibit J (Supplemental Statements of Work) (together with all Attachments and Annexes thereto) to the Agreement Exhibit J (Supplemental Statements of Work) (together with all Attachments and Annexes thereto) attached hereto and made a part hereof.

5.6. Add as Exhibit K (Supplemental Software and Hardware) (together with all Attachments thereto) to the Agreement Exhibit K (Supplemental Software and Hardware) (together with all Attachments thereto) attached hereto and made a part hereof.

5.7. Add as Exhibit L (Supplemental Warranty Periods and Pass Through Provisions)

(together with all Attachments thereto) to the Agreement Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) (together with all Attachments thereto) attached hereto and made a part hereof.

5.8. Add as Exhibit M (Supplemental License Provisions – Supplemental CONTRACTOR Software) to the Agreement Exhibit M (Supplemental License Provisions – Supplemental CONTRACTOR Software) attached hereto and made a part hereof.

5.9. Add as Exhibit N (Supplemental Pass Through License Provisions – Supplemental Third Party Software) (together with all Attachments thereto) to the Agreement Exhibit N (Supplemental Pass Through License Provisions – Supplemental Third Party Software) (together with all Attachments thereto) attached hereto and made a part hereof.

5.10. Add as Exhibit O (CONTRACTOR's Obligations as a Business Associate Under Health Insurance Portability and Accountability Act) to the Agreement Exhibit O (CONTRACTOR's Obligations as a Business Associate Under Health Insurance Portability and Accountability Act) attached hereto and made a part hereof.

6. Approval of Subcontract with FUJIFILM and Unistrut. Pursuant to Paragraph 16 (Subcontracting) of the Agreement, COUNTY hereby consents to the proposed subcontract between CONTRACTOR and FUJIFILM Medical Systems USA, Inc. in the form set forth attached as Exhibit I-D (Subcontract Between CONTRACTOR and FUJIFILM Medical Systems USA, Inc.) to the Agreement and to the proposed subcontract between CONTRACTOR and Unistrut Corporation in the form set forth attached as Exhibit I-E (Subcontract Between CONTRACTOR and Unistrut Corporation) to the Agreement.

7. Covenant Regarding Certain Hardware Shipments. From an dafter the Amendment No. 2 Effective Date, for shipments of hardware with a purchase price of $10,000 or more (each a "Specified Shipment"), CONTRACTOR and COUNTY agree to each designate a person to receive said shipment. The designated person shall be COUNTY's and CONTRACTOR's respective Project Managers or other individuals designated by such Project Managers who possess sufficient technical know-how to evaluate whether the Specified Shipment is complete. Furthermore, CONTRACTOR agrees to notify the COUNTY no less than two (2) business days before each Specified Shipment is estimated to arrive at the designated location, as provided by COUNTY. With respect to each Specified Shipment, both Contractor and County designee shall arrange for a meeting, at a mutually agreed upon time, at which meeting CONTRACTOR and COUNTY designees shall inventory such Specified Shipment and determine whether such Specified Shipment is complete. With respect to each Specified Shipment, if upon inventory thereof CONTRACTOR's and COUNTY's designees find such Specified Shipment to be complete, CONTRACTOR's and COUNTY's designees will so indicate by jointly initialing the bill of lading or other itemized shipping documentation for such Specified Shipment. This provision is not intended, and shall not, (a) modify any requirements in the Agreement, including in Exhibit J (Supplemental Statements of Work) and any Attachment or Annex thereto, that hardware be

assembled or configured prior to shipment thereof or (b) modify the requirements of Paragraph 2.7 (Approval of Work) regarding approval of such hardware and the Tasks, subtasks, Deliverables, goods, services and other work associated therewith.

8. Effectiveness of Amendment No. 2. This Amendment No. 2 shall become effective on the date on which all of the following have occurred (such date, the "Amendment No. 2 Effective Date"):

   8.1. COUNTY's Project Director shall have received an original counterpart to this Amendment No. 2, duly executed by CONTRACTOR;

   8.2. County Counsel shall have approved this Amendment No. 2 as to form, as indicated by County Counsel's or County Counsel's designee's original counterpart to this Amendment No. 2;

   8.3. COUNTY's Board of Supervisors shall have approved this Amendment No. 2;

   8.4. COUNTY's Project Director shall have received fully-executed copies of the subcontract agreement between CONTRACTOR and FUJIFILM Medical Systems USA, Inc., a form of which is attached as Exhibit I-D (Subcontract Between CONTRACTOR and FUJIFILM Medical Systems USA, Inc.) to the Agreement and of the subcontract agreement between CONTRACTOR and Unistrut Corporation, a form of which is attached as Exhibit I-E (Subcontract Between CONTRACTOR and Unistrut Corporation); and

   8.5. CONTRACTOR is not in default under any material provision of the Agreement (as amended by this Amendment No. 2), except that, with respect to each provision which includes a materiality qualifier, CONTRACTOR shall be in full compliance with such provision.

9. No Other Amendments. Except as expressly provided in this Amendment No. 2, all other provisions, and conditions of the Agreement shall remain the same and in full force and effect.

10. Authority. CONTRACTOR and the persons executing this Amendment No. 2 on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment No. 2 for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

11. Governing Law. This Amendment No. 2 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment to be subscribed by its Chair and seal of said Board to be hereto affixed and attested to by its Executive Officer, and CONTRACTOR has caused this Amendment to be executed on its behalf by its duly authorized officer, effective as of the date authorized by the Board of Supervisors

THE COUNTY OF LOS ANGELES

By:_____
Mayor, Board of Supervisors

ATTEST:
JOANNE STURGES, Acting
~~VIOLET VARONA-LUKENS~~
Executive Officer/Clerk
Board of Supervisors

By:_____
Deputy

CERNER CORPORATION

By: _____

PRINT NAME: Marc G Naughton

TITLE: Chief Financial Officer

DATE: 2.21.06

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Amanda M. L. Drukker
Associate County Counsel

Attachment 1

Supplements to Exhibit B (Schedule of Payments)

[see attached]

Added under Amendment No. 2.

Attachment 1

Supplements to Exhibit B (Schedule of Payments)

Items VII.-IX. of Exhibit B (Schedule of Payments) (as amended by Amendment No. 1) are deleted and replaced with the following:

VII. Other Professional Services and Out-of-Pocket Expenses, Amendment Effective Date through Agreement term $1,200,000

VIII. Credit Issued to COUNTY pursuant to Amendment Number One ($317,448)

IX. Deliverables Under Amendment Number Two – Disaster Recovery (as detailed in the original DR Purchase Order No. 31038070)

Deliverable	Maximum Fixed Price
Supplemental Hardware	
▪ Equipment	▪ $773,856.00
▪ Tax	▪ $63,843.12
▪ Installation Setup	▪ $40,974.00
Subtotal Supplemental Hardware	$878,673.12
Supplemental Third Party Software – Operating System Software	
▪ Software	▪ $176,657.00
▪ Tax	▪ $14,574.20
▪ Installation Setup	▪ $20,488.00
Subtotal Supplemental Software – Operating System Software	$211,719.20
Other Supplemental Third Party Software and Services	
▪ DR/724 Reorg/724 Backup Scripts	▪ $210,000.00
▪ Tax	▪ $17,325.00
▪ Implementation Services	▪ $201,300.00
Subtotal Other Supplemental Third Party Software and Services	$428,625
Subtotal Deliverables Under Amendment Number Two – Disaster Recovery	$1,519,017.32

Amended by Amendment No. 2.

X. Deliverables Under Amendment Number Two – PACS (as detailed in original PACS Purchase Order No. 31065329)

Deliverable	Maximum Fixed Price
Supplemental Hardware/Supplemental Third Party Software (PACS Purchase Order Line No. 00001 (less sales tax))	$20,286
Supplemental Hardware/Supplemental Third Party Software Installation Fees (PACS Purchase Order Line No. 00002)	$640
Supplemental Hardware/Supplemental Third Party Software – Image Archive (PACS Purchase Order Line Nos. 00003 through 00010 (less sales tax))	$562,613
Supplemental Hardware/Supplemental Third Party Software Installation Fees – Image Archive (PACS Purchase Order Line No. 00011)	$11,261
Supplemental Hardware/Supplemental Third Party Software – ProVision Workstations (PACS Purchase Order Line No. 00012 (less sales tax))	$92,062
Supplemental Hardware/Supplemental Third Party Software Installation Fees – ProVision Workstations (PACS Purchase Order Line No. 00013)	$3,068
Supplemental Hardware/Supplemental Third Party Software –ProVision CR Reader (PACS Purchase Order Line Nos. 00014 and 00015 (less sales tax))	$316,600
Supplemental Hardware/Supplemental Third Party Software Installation Fees – ProVision CR Reader	$0
Supplemental Hardware/Supplemental Third Party Software – Digital Radiology (PACS Purchase Order Line No. 00016 (less sales tax))	$757,344
Supplemental Hardware/Supplemental Third Party Software Installation Fees – Digital Radiology	$0
Supplemental Hardware/Supplemental Third Party Software – Voice Recognition (PACS Purchase Order Line Nos. 00017 and 00018 (less sales tax))	$24,025
Supplemental Hardware/Supplemental Third Party Software Installation Fees – Voice Recognition	$0

Amended by Amendment No. 2.

Supplemental CONTRACTOR Software License Fees (PACS Purchase Order Line Nos. 00019 through 00022 (less sales tax))	$310,600
QC Segmenting Workstation Hardware and Software (Supplement to PACS Purchase Order Line No. 00001 (less sales tax))	$30,911
LCD Report Workstation Hardware and Software (Supplement to PACS Purchase Order Line No. 00002 (less sales tax))	$46,515
Fuji XSmarter-Lite Hardware and Software (Supplement to PACS Purchase Order Line No. 00003 (less sales tax))	$78,008
Initial Certification and Engineering Fees (PACS Purchase Order Line No.00023)	$15,530
Installation and Implementation Services (PACS Purchase Order Line Nos. 00024 and 00026 and Supplement to PACS Purchase Order Line No. 00004)	$395,197
Shipping (not to exceed) (PACS Purchase Order Line No. 00030 and Supplement to PACS Purchase Order Line No. 00005)	$16,000
Sales Tax (PACS Purchase Order Line Nos. 00001, 00003-00010, 00012, 00014-00022 and Supplement to PACS Purchase Order Line Nos. 00001-00003)	$184,714.57
[Out of Pocket Expenses (not to exceed)]	$107,500
Subtotal Deliverables Under Amendment Number Two – PACS	$2,972,874.57

XI. Deliverables Under Amendment Number Two – Telemedicine

Deliverable	Description	Maximum Fixed Price
Deliverable 4	Installed and configured hardware and software for patient exam rooms and physician viewing rooms.	$772,898
Deliverable 7	Completed integration testing and certification that all components have been tested and operate consistent with system design.	$103,012

Amended by Amendment No. 2.

Deliverable	Description	Maximum Fixed Price
Deliverable 11	Full production use with no major deficiencies.	$103,012
--	[Out-of-Pocket Expenses (not to exceed)]	$28,500
--	**Subtotal Deliverables Under Amendment Number Two - Telemedicine**	$1,007,422

XII. Grand Total of Deliverables Under Amendment Number Two (Items IX., X. and XI.) $5,499,313.89

XIII. Aggregate Maintenance Services, Amendment Effective Date through term of Agreement (including all optional extensions)

Disaster Recovery - Supplemental Software listed under same heading on Attachment K-1 (Supplemental Software)	$356,043
PACS – Supplemental Software listed under same heading on Attachment K-1 (Supplemental Software)) (including original PACS Purchase Order No. 31065329 Line Nos. 00028 and 00029 (including sales tax))	$325,111
Telemedicine – Supplemental Software listed under same heading on Attachment K-1 (Supplemental Software)	$39,834
Telemedicine – Supplemental Hardware listed under same heading on Attachment K-2 (Supplemental Hardware	$463,307
All other System Software	
a. Amendment Effective Date to Amendment No. 2 Effective Date	$2,793,873
b. Amendment No. 2 Effective Date through expiration of term of Agreement (including all	$7,013,255[1]

[1] Reflects a reduction of approximately $134,960 in Contractor's pricing for maintenance services from that set forth in Schedule II (Maintenance Fees Schedule) to Exhibit D (Maintenance Services), as amended by Amendment No. 1, for the last five (5) months of Year 3 and all of Year 4 and Year 5. Updated pricing for the corresponding periods are now listed in the first three columns of the charts included under each of Sections I.A. (Operating Software Installed on Development and Production Hardware) and I.B. (Application Software) of Schedule II (Maintenance Fees Schedule) to Exhibit D (Maintenance Services), as amended by Amendment No. 2.

Amended by Amendment No. 2.

optional extensions)

Subtotal Aggregate Maintenance Services, Amendment Effective Date through Agreement term	$10,991,423
XIV. Contract Sum	$37,211,098

Amended by Amendment No. 2.

Attachment B-1
to
Exhibit B

Schedule of Payments

Supplemental Payment Terms

[see attached]

Added under Amendment No. 2.

Attachment B-1
to
Exhibit B

Schedule of Payments

Supplemental Payment Terms

The following payment terms are supplemental to those set forth in the Agreement and shall apply to the specific projects referenced in this Attachment.

I. DISASTER RECOVERY SUPPLEMENTAL HARDWARE AND SOFTWARE

Applicable to all deliverables listed under the heading "X. Deliverables Under Amendment Number Two – DR" on Exhibit B (Schedule of Payments).

Unless otherwise specified herein, payment terms are net 30 days from the date COUNTY receives a correct and proper invoice. In no event shall COUNTY be liable for any late charges. cash discount periods shall be computed either from the date of delivery and COUNTY's acceptance or the date of COUNTY's receipt of correct and proper invoices, whichever is later, prepared in accordance with the terms herein.

II. PACS SUPPLEMENTAL HARDWARE AND SOFTWARE

Applicable to all deliverables listed under the heading "XI. Deliverables Under Amendment Number Two – PACS".

SUPPLEMENTAL CONTRACTOR SOFTWARE LICENSE FEE PAYMENTS:

Initial Payment: Fifty percent (50%) of the total fees for Supplemental CONTRACTOR Software (as set forth on Exhibit B (Schedule of Payments)) shall be payable thirty (30) days following the execution of the PACS Purchase Order.

Second Payment: Fifty percent (50%) of the total fees for the Supplemental CONTRACTOR Software (as set forth on Exhibit B (Schedule of Payments)) shall be payable ninety (90) days following the execution of the PACS Purchase Order.

INITIAL CERTIFICATION AND ENGINEERING FEES:

The initial certification and engineering fees for the Supplemental

Added by Amendment No. 2.

CONTRACTOR Software (as set forth on Exhibit B (Schedule of Payments)) shall be payable upon installation of the Supplemental CONTRACTOR Software.

INSTALLATION AND IMPLEMENTATION FEES:

CONTRACTOR Installation and Implementation Services Price Summary & Work Effort

Proposed Services	Amount	# Days	# Hours
Phase 1 CONTRACTOR Staffing	$206,210	152	1,213
Total CONTRACTOR Services Estimate	$206,210	152	1,213

Proposed Services	Amount	# Days	# Hours
Phase 2 CONTRACTOR Staffing	$151,232	111	890
Total CONTRACTOR Services Estimate	$151,232	111	890

The installation and implementation services performed by CONTRACTOR for the scope of work set forth herein will be billed at the fixed fee set forth above, which is included in the fixed price set forth on Exhibit B (Schedule of Payments). COUNTY agrees to pay the fixed fee in equal monthly installments over 10 months. In recognition of the challenge of accurately estimating total work effort prior to completing conceptual and detailed process, application and interface design activities, CONTRACTOR has attempted to include sufficient detail regarding CONTRACTOR's assumptions. CONTRACTOR has developed implementation scope definition documents set forth in Attachment J-2 (PACS Phase I and Phase II) and the Annex thereto and, to the extent consistent with this Agreement, in the PACS Purchase Order, based on CONTRACTOR's interpretation of COUNTY's requirements, as well as on CONTRACTOR's assumptions regarding project work effort, the complexity of COUNTY's technical and organizational environment, the COUNTY's project team composition and specific task-level assumptions. Should these assumptions change, or prove to be inaccurate, additional work effort will be considered out of scope and will require an Amendment, in accordance with the terms of Paragraph 6 (Change Notices and Amendments) of the body of the Agreement setting forth the additional work effort, rate and new scope.

The services fees set forth above do not include travel, lodging, per diem, or other out-of-pocket expenses incurred by CONTRACTOR personnel and the fixed price set forth on Exhibit B (Schedule of Payments) does not include such expenses. These expenses will be billed to COUNTY on a monthly basis at CONTRACTOR's cost. This estimate of expense can change based on variables such as airfare and location of CONTRACTOR's site(s) however travel expenses

Added by Amendment No. 2.

billed to COUNTY shall not exceed the following amounts without prior agreement with COUNTY:

Phase 1 $62,000
Phase 2 $45,500

Notwithstanding the foregoing, with respect to the expenses referenced above, CONTRACTOR may only bill expenses referenced above to the extent that they constitute Out-of-Pocket Expenses and only in connection with performance of tasks, subtasks, deliverables, goods, services or other work required under Attachment J-2 (PACS Phase I and Phase II) and the Annex thereto. Further any COUNTY agreement regarding expenses in excess of estimates set forth above must be in accordance with Paragraph 6 (Change Notices and Amendments) of the Agreement), unless the excess expenses are incurred for professional services permitted under Paragraph 5 (Other Professional Services During the Amendment Term) of Amendment No. 1 and Subparagraph 7.5 (Other Professional Services) of the Agreement, in which case such COUNTY agreement must be in accordance with Subparagraph 7.5 (Other Professional Services).

The per diem in effect at execution of the PACS Purchase Order is $51.00 per person per day.

SUPPLEMENTAL HARDWARE AND SUPPLEMENTAL THIRD PARTY SOFTWARE FEES:

Upon COUNTY's receipt of Supplemental Hardware delivered by CONTRACTOR pursuant to Attachment J-2 (PACS Phase I and Phase II) and the Annex thereto COUNTY will be invoiced for the price of such Supplemental Hardware as well as shipping costs (each as set forth on Exhibit B (Schedule of Payments)). Invoices are payable net thirty (30) days from the date that COUNTY receives a correct and proper invoice. The Supplemental Third Party Software delivered by CONTRACTOR pursuant to Attachment J-2 (PACS Phase I and Phase II) and the Annex thereto and any applicable installation fees (each as set forth on Exhibit B (Schedule of Payments)) shall be invoiced and payable upon completion of the installation of such Supplemental Third Party Software. If purchased, all peripherals and COUNTY-installable Supplemental Hardware delivered by CONTRACTOR pursuant to Attachment J-2 (PACS Phase I and Phase II) and the Annex thereto (each as set forth on Exhibit B (Schedule of Payments)) shall also be invoiced upon receipt of such Supplemental Hardware by COUNTY and payable net thirty (30) days from the date that COUNTY receives a correct and proper invoice.

Added by Amendment No. 2.

Applicable to amounts listed under the heading "XIV. Aggregate Maintenance Services, Amendment Effective Date through term of Agreement (including all optional extensions)" and the row labeled "PACS – Supplemental Software listed under same heading on Attachment K-1 (Supplemental Software)) (including original PACS Purchase Order No. 31065329 Line Nos. 00028 and 00029 (including sales tax))".

MAINTENANCE FEES:

COUNTY agrees to begin paying the applicable maintenance fees set forth on Exhibit B (Schedule of Payments) on the later of (i) expiration of any applicable warranty, or (ii) the earlier of (A) installation, or (B) thirty (30) days after shipment.

Added by Amendment No. 2.

Exhibit D

Schedule of Maintenance

[see attached]

Added under Amendment No. 2.

EXHIBIT D

SCHEDULE OF MAINTENANCE

DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of this Agreement.

I. SYSTEM SOFTWARE MAINTENANCE

A. SUPPORT SERVICES:

(1) CONTRACTOR shall: (a) correct the failure of the System Software to operate in accordance with Specifications (such correction of the System Software is hereafter referred to as "Corrective Maintenance") and (b) provide Enhancements as defined in Section A(7) below for the System Software. Hereafter, Corrective Maintenance and Enhancements are collectively referred to as "System Software Support". Corrective Maintenance shall be either of a critical support nature or of a routine support nature. For purposes of System Software Support, Interfaces shall be deemed part of Application Software and shall receive the same maintenance services. Without limiting the foregoing, System Software Support shall include CONTRACTOR's correction of any failures of the System to meet the Response Times set forth in Subparagraph 10.11 (Response Time Warranty) of the body of the Agreement during and after expiration of the Response Time Warranty Period.

(2) COUNTY shall receive ongoing support from CONTRACTOR's Immediate Response Center and Service Center for the System Software. System Software Support entitles COUNTY to receive assistance in problem determination and resolution for System Software products.

(3) CONTRACTOR shall assist COUNTY with those activities comprising problem determination. Problem determination describes, without limitation, the activities associated with engaging in a service request, checking background and change management information, reviewing service activity, assessing issues, trouble shooting, and developing a problem statement. The problem statement is used to determine the category of service required to further investigate the problem, develop a resolution, communicate the resolution, execute the resolution, and confirm the results.

(4) CONTRACTOR shall furnish and perform critical support services through CONTRACTOR's Immediate Response Center twenty-four (24) hours per day, seven (7) days per week for support of the System Software. Critical problems may include, without limitation, failure of System Components, Application Software start-up procedures, external systems Interfaces, medical devices Interfaces, and sudden failure of Application Software. Additionally, the critical support services include non-recurring software problems not resolvable by COUNTY personnel or other support-trained personnel at COUNTY's site.

The Immediate Response Center strives to meet Service Levels and Turnaround Times (hereafter sometimes referred to as "TATs") for ninety-five percent (95%) of COUNTY's service requests assigned as "I" Priority as shown on the Maintenance Schedule attached as Schedule I to this Exhibit D (hereafter referred to as the "Maintenance Schedule"). Some small percentage of requests will require longer resolution times due to unusual complexity or the total number of outstanding service requests.

The Immediate Response Center shall engage in an initial assessment of a problem within five (5) minutes of COUNTY's service request.

Further investigation shall continue as needed, with a goal of restoring the availability of the Application Software modules, the operation of the System, and/or developing a suitable work-around within two (2) hours of the opening of COUNTY's service request.

In respect of System Hardware, CONTRACTOR's investigation shall continue until it is determined, to COUNTY's Project Director's reasonable satisfaction, that the problem is caused by a System Hardware failure (other than a hardware Deficiency caused by System Software). Further Corrective Maintenance in respect of System Hardware requested by COUNTY, by COUNTY's Project Director, for such problems, shall be provided as other professional services pursuant to Subparagraph 7.5 (Other Professional Services) of the body of this Agreement.

(5) Routine support services are generally non-critical in nature and originate during the installation, testing, and certification of System Software or during ongoing support and troubleshooting of the System. Routine support services are delivered, managed, and reported through CONTRACTOR's Service Center. CONTRACTOR shall provide routine support services via phone support during Service Center hours (7:30 AM Central Time to. 5:30 PM Central Time) and onsite support as needed. Based on the nature and severity of the issue, routine support services are assigned a service Priority by COUNTY. If remote access is required for

service, voice and data communications costs are the responsibility of the COUNTY. CONTRACTOR shall also deliver routine support services through regional organizations as part of an active product installation or product extension.

(6) Corrective Maintenance shall be performed as follows:

(a) COUNTY may request Corrective Maintenance by telephone, facsimile, or mail. Requests involving the Immediate Response Center should be made by a System Manager, Assistant System Manager, an MIS representative, or by a "support-trained" representative. Support-trained personnel are defined as personnel who have completed a basic support training curriculum.

(b) As part of Corrective Maintenance, COUNTY shall provide CONTRACTOR with information and assistance reasonably requested by CONTRACTOR as necessary to detect, simulate and correct the failure of the System Software to operate in accordance with the terms of the Agreement (hereafter referred to as "Program Error").

(c) CONTRACTOR shall provide COUNTY with revised and installed Application Software code and avoidance procedures to correct Program Errors in accordance with the Maintenance Schedule, except that, for Operating Software, CONTRACTOR shall initiate Corrective Maintenance within two (2) hours of notification by COUNTY that Operating Software is failing to perform in accordance with Specifications or is otherwise impairing COUNTY's normal business operations.

(d) CONTRACTOR shall provide Corrective Maintenance from its business premises, except that at CONTRACTOR's option and expense, CONTRACTOR may perform Corrective Maintenance at COUNTY Facility(ies) as described in the Maintenance Schedule.

(e) Corrective Maintenance will be provided only for the two (2) most recent major releases of the System Software which are at any time available to CONTRACTOR's general client base.

(7) "Enhancements" shall mean updates, corrections, modifications, new releases and versions of the System Software made available to CONTRACTOR's other customers pursuant to support arrangements similar to the support arrangements provided to COUNTY.

(8) CONTRACTOR shall specify to COUNTY the level of expertise needed by COUNTY personnel to install Enhancements. COUNTY will install all Enhancements with reasonable telephone assistance from CONTRACTOR. All Enhancements shall be provided in a form and with installation instructions sufficient to permit installation by COUNTY.

(9) CONTRACTOR is not required to perform Corrective Maintenance with respect to System Software malfunctions caused by:

(a) COUNTY's modifications to the System Software not approved in writing by CONTRACTOR;

(b) COUNTY's failure to activate in a timely manner Program Error corrections (including, but not limited to, corrections which CONTRACTOR has included in Enhancements which are technologically feasible for COUNTY to install) with telephone assistance from CONTRACTOR; or

(c) Use of the System Software inconsistent with the terms of the Agreement as initially determined by COUNTY but subject to Paragraph 49 (Dispute Resolution Procedure) of the body of this Agreement.

(d) System Hardware failures (other than Telemedicine Hardware), but solely to the extent the System Software problem is caused by or results directly from a System Hardware failure, as determined by CONTRACTOR, to COUNTY's Project Director's reasonable satisfaction.

(10) Although CONTRACTOR shall continue to provide Enhancements to Application Software pursuant to the terms of this Exhibit D, CONTRACTOR will not be responsible for the actual installation or "retrofitting" of those Enhancements to Application Software modules which contain modifications which CONTRACTOR has previously identified as incompatible with Baseline Software, unless COUNTY elects to request and CONTRACTOR agrees to provide such service as other professional services pursuant to Subparagraph 7.5 (Other Professional Services) of the body of this Agreement.

(11) In the event CONTRACTOR intends to discontinue System Software Support of any component of System Software, CONTRACTOR shall provide COUNTY with a minimum of two (2) years prior written notice and shall continue System Software Support during such period.

(12) All California (State) regulations which are deemed necessary by the State governing body, and which are communicated to CONTRACTOR by COUNTY, shall be provided to COUNTY for no additional fees. Federal regulations which are deemed necessary by or through Federal agencies (examples, include but are not limited to, the Federal regulations issued by IRS, HCFA, FDA, and DOD) shall be provided to COUNTY for no additional fees. All regulatory modifications shall be limited to the existing functionality of the System Software.

(13) CONTRACTOR agrees that the Application Software (including all Application Software Documentation and all Enhancements or other deliveries and associated documentation under the System Software Support for such software, and otherwise as required pursuant to this Exhibit D (Schedule of Maintenance)) shall be delivered solely in electronic form, by "load and leave" method, or as otherwise mutually agreed by COUNTY and CONTRACTOR. COUNTY agrees to facilitate electronic delivery of Application Software through: (a) participation with CONTRACTOR's technical team delivering such software electronically (including identification of CONTRACTOR team member electronically delivering software); (b) providing appropriate high-speed connectivity; (c) providing back-up and recovery services including required server(s) and CD burner(s); and (d) providing or acquiring other items or services reasonably required, as determined by COUNTY's Project Director, to assure such software delivered is adequately protected and readily available on a timely basis for implementation processes. CONTRACTOR shall not deliver or provide any Application Software or related Documentation or training materials on magnetic, optical, print or other tangible media under this Exhibit D or under other professional services or otherwise under Amendment Number One and COUNTY shall refuse to accept delivery of such items so delivered by or on behalf of CONTRACTOR. Further, no hardware or other equipment is being purchased pursuant to this Exhibit D or under other professional services or otherwise under Amendment Number One.

(14) For all purposes under this Exhibit D, including Paragraph I (System Software and Maintenance, but other than Subparagraph I.B. (Term and Fees) and Subparagraph I.C. (County Responsibilities), items of System Software marked "Application Software" on Schedule K-1 to this Agreement shall be considered Application Software, and items of System Software marked "Operating Software" shall be considered Operating Software.

B. TERM AND FEES:

(1) For each Phase 1 Application Software module, CONTRACTOR shall provide and COUNTY shall receive System Software Support commencing upon COUNTY's written approval of Deliverable 6.19 (Production Use of Phase 1 System at TTCF/MSB) of Exhibit A (Statement of Work), and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.

For each Phase 2 Application Software module, CONTRACTOR shall provide and COUNTY shall receive System Software Support commencing upon COUNTY's written approval of Deliverable 7.22 (Production Use of Phase 2 System at TTCF/MSB) of Exhibit A (Statement of Work), and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.

For each Phase 3 Application Software module, CONTRACTOR shall provide and COUNTY shall receive System Software Support commencing upon COUNTY's written approval of Deliverable 8.22 (Production Use of Phase 3 System at TTCF/MSB) of Exhibit A (Statement of Work), and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.

(2) For each Operating Software component, CONTRACTOR shall provide and COUNTY shall receive System Software Support commencing upon COUNTY's written approval of Deliverable 4.3 (Installed and Operable System Software for Development and Test Hardware) and Deliverable 11.2 (Installed and Operable Production Hardware and Certain Operating Software) of Exhibit A (Statement of Work), as the case may be, and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.

(3) For each Phase 1 Application Software module, Monthly System Software Maintenance Support Fees shall commence on the first day of the Warranty Period for Phase 1 Application Software modules as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the Monthly System Software Maintenance Support Fees shall be in accordance with the Maintenance Fees Schedule attached as Schedule II to this Exhibit D (hereafter referred to as "Maintenance Fees Schedule").

For each Phase 2 Application Software module, Monthly System Software Maintenance Support Fees shall commence on the first day of the Warranty Period for Phase 2 Application Software modules as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the Monthly System Software Maintenance Support Fees shall be in accordance with the Maintenance Fees Schedule.

For each Phase 3 Application Software module, Monthly System Software Maintenance Support Fees shall commence on the first day of the Warranty Period for Phase 3 as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the Monthly System Software Maintenance Support Fees shall be in accordance with the Maintenance Fees Schedule.

(4) For each Operating Software component, Monthly System Software Maintenance Support Fees shall commence on the first day of the applicable Warranty Period as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the Monthly System Software Maintenance Support Fees shall be in accordance with the Maintenance Fees Schedule.

(5) For each Supplemental Software module listed on Attachment K-1 (Supplemental Software) to Exhibit K (Supplemental Hardware and Software), CONTRACTOR shall provide and COUNTY shall receive System Software Support commencing on the first day of the applicable Warranty Period as defined in Paragraph 10 (Warranty) of the body of this Agreement, and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.

For each Supplemental Software module listed on Attachment K-1 (Supplemental Software) to Exhibit K (Supplemental Hardware and Software), the Monthly System Software Maintenance Support Fees shall commence on expiration of the applicable Warranty Period as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the Monthly System Software Maintenance Support Fees shall be in accordance with the Maintenance Fees Schedule.

C. COUNTY RESPONSIBILITIES:

COUNTY understands that in order for CONTRACTOR to provide System Software Support, COUNTY:

(1) Must provide, at COUNTY's expense, a "Remote Dial-up Capability" to enable CONTRACTOR to access the System from CONTRACTOR's facility;

(2) Must identify three alternates (in addition to COUNTY's Project Manager) to serve as COUNTY's support contact (hereafter referred to as the "Representative"). Only COUNTY Representatives shall be authorized to request and receive System Software Support on behalf of COUNTY Facility. COUNTY may change its Representative(s) by written notice to CONTRACTOR;

(3) Must provide CONTRACTOR with reasonable access to the System Software, System Hardware and all COUNTY data used by the System Software during the times requested by CONTRACTOR subject to COUNTY Facility's access approval policies. COUNTY will not unreasonably withhold such access. Access to such data shall be used exclusively for System Software Support purposes and shall be subject to CONTRACTOR's obligations to protect proprietary information set forth in this Agreement;

(4) Must provide CONTRACTOR with notice, either orally or in writing, within three (3) days of occurrence of a problem being reported, with a general description of the problem;

(5) May purchase any third-party proprietary licenses to System Software, not available in the public domain, to comply with State and Federal regulatory requirements. COUNTY shall consult with CONTRACTOR in connection with obtaining such software; and

(6) May provide monthly, and CONTRACTOR shall hold at CONTRACTOR's Kansas City, Missouri premises, a back-up copy of the System Software installed at COUNTY Facilities.

D. OPTION TO TERMINATE SYSTEM SOFTWARE SUPPORT:

In addition to any other termination provisions stated in the body of this Agreement, COUNTY may, at its sole option, elect to terminate all or any part of System Software Support provided by CONTRACTOR. COUNTY shall provide at least ninety (90) days written notice to CONTRACTOR of such election prior to the effective date of termination.

II. SYSTEM HARDWARE MAINTENANCE

COUNTY and CONTRACTOR acknowledge and agree that CONTRACTOR's obligation to provide "System Hardware Maintenance Services" for certain System Hardware resumes as of the Amendment No. 2 Effective Date.

A. SUPPORT SERVICES:

CONTRACTOR shall inspect the System Hardware listed on Schedule II to this Exhibit (the "Telemedicine Hardware"), on a regular basis and make such repairs, adjustments, replacement of parts, and performance of preventive maintenance as necessary to maintain the System Hardware in good operating condition (hereafter referred to as "System Hardware Maintenance Services"). Maintenance parts shall be furnished on an exchange basis, regardless of when installed by CONTRACTOR, and shall be new or equivalent to new in performance when used in the System Hardware.

As used in this Exhibit D, System Hardware and System Hardware Maintenance Services refers and applies only to the Telemedicine Hardware and any other System Hardware in respect of which System Hardware Maintenance Services are acquired by agreement of COUNTY and CONTRACTOR pursuant to Paragraph 6 (Change Notices and Amendments) of the Agreement.

Preventive maintenance (scheduled) shall be performed at times mutually agreed by CONTRACTOR and COUNTY. CONTRACTOR shall specify the frequency and duration of preventive maintenance scheduled for the System Hardware, as prescribed by the hardware vendor.

Without limiting CONTRACTOR's warranty obligations hereunder, any item purchased from CONTRACTOR, and identified, as defective within thirty (30) days of receipt, shall be replaced by CONTRACTOR. COUNTY need only contact CONTRACTOR to notify CONTRACTOR of the defective item and ship the defective item to CONTRACTOR's warehouse. CONTRACTOR shall handle all of the administrative tasks associated with getting the item replaced, providing a single point of contact.

B. TERM AND FEES:

1. For the System Hardware, CONTRACTOR shall provide and COUNTY shall receive System Hardware Maintenance Services commencing upon COUNTY's approval of Task 4 (Hardware and Software Installation) of Exhibit J-4 (Telemedicine Statement of Work) in accordance with Subparagraph 2.4 (Approval of Work) of the Agreement, and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of the Agreement.

2. For the System Hardware, Monthly System Hardware Maintenance Support Fees shall commence on the first day of the Warranty Period for the Telemedicine Hardware as defined in Subparagraph 10.2(K) of the body of this Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the Monthly System Hardware Maintenance Support Fees shall be in

accordance with Schedule II (Maintenance Fees Schedule) to this Exhibit D (Schedule of Maintenance).

C. EXCLUSIONS:

System Hardware Maintenance Services do not include: (1) electrical work external to any System Hardware; (2) reinstallation or moving of hardware, options or attachments from original installed location; (3) furnishing of consumable items, supplies and accessories, including, but not limited to, ribbons, paper, cassettes, and disk packs (notwithstanding any other part of this Agreement); (4) replacement of parts or repairs necessitated by wear resulting from other than normal life cycle usage, or damage caused by: accident, negligence or misuse by COUNTY or its agents and employees, or damage due to fires, floods, or other acts of God, or alterations of any sort which are performed by other than CONTRACTOR's personnel, unless approved, in writing, by CONTRACTOR's Project Director; (5) painting or refinishing System Hardware or furnishing material therefor; and (6) repair of damage caused directly or indirectly by operation of the System Hardware outside the temperature, humidity and electrical ranges prescribed by System Hardware manufacturer(s).

D. SYSTEM HARDWARE MAINTENANCE SERVICE TIME:

(1) Availability of System Hardware Maintenance Services. System Hardware Maintenance Services shall be provided Monday through Friday, 8 a.m to 5 p.m.

(2) Service Calls.

If CONTRACTOR and COUNTY establish that a technician dispatch is required, CONTRACTOR maintenance technician shall be dispatched to, and shall arrive at, the applicable COUNTY Facility where System Hardware is located by no later than the following business day to repair or replace the defective component, based on the time of day that the service requirement has been identified. Notification for purposes of this Section D (2) may be by telephonic communication.

E. COUNTY RESPONSIBILITIES:

(1) COUNTY will provide CONTRACTOR reasonable access and availability to the System Hardware to perform System Hardware Maintenance Services during the specified periods of service coverage. COUNTY will also provide adequate working space and facilities, on a non-exclusive use basis, including heat, light, ventilation, electrical current and outlets for use by CONTRACTOR maintenance personnel, and adequate storage space, if required, for spare parts. All such

facilities will be within a reasonable distance from the System Hardware to be serviced and will be provided at no charge to CONTRACTOR.

(2) COUNTY will not perform, attempt to perform, or cause to be performed maintenance or repair to such System Hardware receiving CONTRACTOR's System Hardware Maintenance Services, except simple operational maintenance (e.g., cleaning tape drive heads) and preventative maintenance on such System Hardware as may be specified by CONTRACTOR. COUNTY, at CONTRACTOR's request, shall establish and maintain a hardware environment consistent with such specifications as may be furnished by CONTRACTOR from time to time.

(3) COUNTY will provide CONTRACTOR with notice, either orally or in writing, within three (3) days of occurrence of problem being reported, with a general description of the problem.

F. OPTION TO TERMINATE SYSTEM HARDWARE MAINTENANCE SERVICES:

In addition to any other termination provisions stated in the body of this Agreement, COUNTY may, at its sole option, elect to terminate all or any part of System Hardware Maintenance Services provided by CONTRACTOR. COUNTY shall provide at least ninety (90) days written notice to CONTRACTOR of such election prior to the effective date of termination.

SCHEDULE I
MAINTENANCE SCHEDULE

I. COUNTY FACILITIES:

COUNTY Facilities for which maintenance services identified in this Exhibit D shall be provided by CONTRACTOR are as follows:

(a) TTCF/IRC
450 Bauchet Street
Los Angeles, California 90012

(b) TTCF/T1
450 Bauchet Street
Los Angeles, California 90012

(c) TTCF/T2
450 Bauchet Street
Los Angeles, California 90012

(d) TTCF/MSB
450 Bauchet Street
Los Angeles, California 90012

(e) MCJ
441 Bauchet Street
Los Angeles, California 90012

(f) INTENTIONALLY OMITTED

(g) PDC/EF
29310 The Old Road
Saugus, California 91350

(h) PDC/SF
29330 The Old Road
Saugus, California 91350

(i) PDC/NF
29320 The Old Road
Saugus, California 91350

(j) PDC/RF
29300 The Old Road
Saugus, California 91350

(k) PDC/NCCF
29340 The Old Road
Saugus, California 91350

(l) MLF
45100 N. 60th Street West
Lancaster, California 93536

(m) CRDF
11705 S. Alameda Street
Lynwood, California 90262

(n) BC
1060 N. Eastern Ave.
Los Angeles, California 90063

(o) LCMC
1200 N. State Street
Los Angeles, California 90033

(p) SDC (currently located at Sheriff's Department's Headquarters)
4700 Ramona Blvd
Monterey Park, California 90063

(q) Other COUNTY Facilities as designated pursuant to Subparagraph 1.3.10 (COUNTY Facility; COUNTY Facilities) of the body of this Agreement.

II. PROBLEM CORRECTION PRIORITY:

COUNTY will assign one of the following Priorities to each COUNTY service request submitted to CONTRACTOR's Immediate Response Center and Service Center:

Priority	Service Level[1]	TAT[2]	Service Request Definition
I	Same Day	Within 2 Hours for Application Software Within 4 Hours for Operating Software	Loss of major System functionality, or incorrect data which impacts patient care or presents financial concern.
*Q1[3]	Same Day	Same Day	Any question which does not require a CONTRACTOR associate to engage in an investigation, access the System via modem, require more than a fifteen minute phone conversation to answer the question, and must be answered on the same day.
A2	Next Day	Within 5 Days	Missing data or any questions related to implemented features.
B1	Within 3 Days	Within 7 Days	Procedural or System issues that do not affect patient care and for which a work-around is not available.
B2	Within 5 Days	Within 9 Days	Procedural or System issues that do not affect patient care and for which a viable work-around exists.
C1	Within 8 Days	Within 12 Days	All questions related to non-implemented features, questions of a complex nature, and all other product-related service requests.
C2	Within 10 Days	Within 14 Days	Issues involving training/certification, environment issues, assistance with pending and data reports, or to schedule future software upgrades for medical devices.

In the event that the assigned Service Levels and/or Turnaround Times (TATs) are not met by CONTRACTOR, CONTRACTOR shall immediately submit to COUNTY by written action plan and status report which shall minimally include a description of the original problem encountered, why CONTRACTOR was not able to correct problem within the original TAT, proposed corrective action, and a revised TAT. CONTRACTOR shall be available for discussion with COUNTY regarding possible work arounds and other issues of concern.

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[1] Service Level means the time from COUNTY's initial service request to CONTRACTOR's commencement of service.
[2] Turnaround Time (TAT) means the time from COUNTY's initial service request to CONTRACTOR's completion of service and problem resolution.
[3] Service Level and Turnaround Time (TAT) increase one (1) day for Q1s received after 1600 Central Time.

SCHEDULE II

MAINTENANCE FEES SCHEDULE

I. SYSTEM SOFTWARE

A. OPERATING SOFTWARE INSTALLED ON DEVELOPMENT AND PRODUCTION HARDWARE

Part Number	Description	Qty	Amendment No. 2 Effective Date to 10 Aug 06[1]	11 Aug 06 to 10 Aug 07[1]	11Aug07 to 10Aug08[1]	11Aug08 to 10Aug09[1]	11Aug09 to 10Aug10[1]	11Aug10 to 10Aug11[1]
CEM SUBLICENSED SOFTWARE								
CTM-ESM-HNAMKM-DP	PATROL KM for Cerner Millennium Core Maintenance - DP	2	1,809.17	4,342.00	4,408.80	4,849.68	5,334.65	5,868.11
QB-PERFMGR-CONSOLE	BMC Performance Manager Console	1	315.95	758.29	769.96	846.95	931.65	1,024.81
QB-PERFMGR-CONSOLE	BMC Performance Manager Console	1	315.95	758.29	769.96	846.95	931.65	1,024.81
QB-5KO0B-1C	BMC Performance Manager for OpenVMS - DP	1	237.90	570.96	579.74	637.72	701.49	771.64
QB-5KD0B-1C	BMC Performance Manager for Databases	1	690.63	1,657.50	1,683.00	1,851.30	2,036.43	2,240.07
QB-PERFMGR-SRV-DT	BMC Performance Manager for Servers - DT	1	15.11	36.27	36.83	40.51	44.56	49.02
QB-5KO0B-1C	BMC Performance Manager for OpenVMS - DP	2	475.80	1,141.92	1,159.49	1,275.44	1,402.98	1,543.28
QB-5KD0B-1C	BMC Performance Manager for Databases	2	1,381.25	3,315.00	3,366.00	3,702.60	4,072.86	4,480.15
QC-C01AZ-00	Cerner Print Services	1	70.42	169.00	171.60	188.76	207.64	228.40
QL-0YPAG-AA-PS	SLS LIB MGR V/A TRAD LIC	1	312.81	750.75	762.30	838.53	922.38	1,014.62
QL-0YQAG-AA-PS	SLS MGR RMT V/A TRAD LIC	1	65.00	156.00	158.40	174.24	191.66	210.83
QL-23EAG-AA-PS	NAS 200 SW V/A TRAD LIC	1	276.25	663.00	673.20	740.52	814.57	896.03
QL-23EAQ-AA-PS	NAS 200 SW V/A TRAD LIC	2	983.13	2,359.50	2,395.80	2,635.38	2,898.92	3,188.81
QL-2A1AG-AA-PS	VOLUME SHDW V/A TRAD LIC	2	544.38	1,306.50	1,326.60	1,459.26	1,605.19	1,765.70
QL-2A1AQ-AA-PS	Vol Shadow V/A License	2	2,210.00	5,304.00	5,385.60	5,924.16	6,516.58	7,168.23
QL-MT1A9-6J-PS	OVMS/A SMP 8200/8400 Dual	2	771.88	1,852.50	1,881.00	2,069.10	2,276.01	2,503.61

[1] Monthly System Software Maintenance Support Fees apply from the expiration of the applicable Warranty Period. Without limiting the first period covers the first five (5) months following Amendment No. 2 Effective Date. Each yearly increase thereafter, if applicable, is effective according to the time period in which the Monthly System Software Maintenance Support Fee is incurred.

Part Number	Description	Qty	Amendment No. 2 Effective Date to 10 Aug 06[1]	11 Aug 06 to 10 Aug 07[1]	11Aug07 to 10Aug08[1]	11Aug08 to 10Aug09[1]	11Aug09 to 10Aug10[1]	11Aug10 to 10Aug11[1]
QL-MT1AG-6M-PS	OVMS Alpha Base Asvr 4000/A	6	975.00	2,340.00	2,376.00	2,613.60	2,874.96	3,162.46
QL-MT1AG-6M-PS	OVMS Alpha Base Asvr 4000/A	1	162.50	390.00	396.00	435.60	479.16	527.08
QL-MT1AQ-6B-PS	OVMS/A Base AlphaSvr Dual8400	1	1,157.81	2,778.75	2,821.50	3,103.65	3,414.02	3,755.42
QL-MT1AQ-6B-PS	OVMS/A Base AlphaSvr Dual8400	1	1,157.81	2,778.75	2,821.50	3,103.65	3,414.02	3,755.42
QL-MT2AQ-AA-PS	OpenVMS Alpha Unl License	1	1,438.13	3,451.50	3,504.60	3,855.06	4,240.57	4,664.62
QL-MT3A9-BG-PS	OVMS/A Dist IA 32 USR Lic	1	365.63	877.50	891.00	980.10	1,078.11	1,185.92
QL-MUZAG-AA-PS	VMScluster V/A TRAD LIC	2	983.13	2,359.50	2,395.80	2,635.38	2,898.92	3,188.81
QL-MUZAQ-AA-PS	VMScluster V/A TRAD LIC	2	2,648.75	6,357.00	6,454.80	7,100.28	7,810.31	8,591.34
QA-03XAA-H8-UD	SW LP PKG V/A DOC/CDRM	2	2,589.17	6,214.00	6,309.60	6,940.56	7,634.62	8,398.08
QL-0YPAG-AA-UD	SLS LIB MGR V/A TRAD LIC	2	617.50	1,482.00	1,504.80	1,655.28	1,820.81	2,002.89
QL-0YQAG-AA-UD	SLS MGR RMT V/A TRAD LIC	1	65.00	156.00	158.40	174.24	191.66	210.83
QL-23EAG-AA-UD	NAS 200 SW V/A TRAD LIC	1	270.83	650.00	660.00	726.00	798.60	878.46
QL-23EAQ-AA-UD	NAS 200 SW V/A TRAD LIC	1	476.67	1,144.00	1,161.60	1,277.76	1,405.54	1,546.09
QL-2A1AG-AA-UD	VOLUME SHDW V/A TRAD LIC	2	541.67	1,300.00	1,320.00	1,452.00	1,597.20	1,756.92
QL-2A1AQ-AA-UD	Vol Shadow V/A License	2	2,145.00	5,148.00	5,227.20	5,749.92	6,324.91	6,957.40
QL-MT1A9-6J-UD	OVMS/A SMP 8200/8400 Dual	2	335.83	806.00	818.40	900.24	990.26	1,089.29
QA-MT1AA-H8-UD	OVMS Alpha Bin+Onlin DOC CDRM	2	270.83	650.00	660.00	726.00	798.60	878.46
QL-MT1AG-6M-UD	OVMS Alpha Base Asvr 4000/A	6	390.00	936.00	950.40	1,045.44	1,149.98	1,264.98
QL-MT1AG-6M-UD	OVMS Alpha Base Asvr 4000/A	1	65.00	156.00	158.40	174.24	191.66	210.83
QL-MT1AQ-6B-UD	OVMS/A Base AlphaSvr Dual8400	1	498.33	1,196.00	1,214.40	1,335.84	1,469.42	1,616.37
QL-MT1AQ-6B-UD	OVMS/A Base AlphaSvr Dual8400	1	498.33	1,196.00	1,214.40	1,335.84	1,469.42	1,616.37
QL-MT2AQ-AA-UD	OpenVMS Alpha Unl License	1	1,392.08	3,341.00	3,392.40	3,731.64	4,104.80	4,515.28
QL-MT3A9-BG-UD	OVMS/A Dist IA 32 USR Lic	1	162.50	390.00	396.00	435.60	479.16	527.08
QL-MUZAG-AA-UD	VMScluster V/A TRAD LIC	2	942.50	2,262.00	2,296.80	2,526.48	2,779.13	3,057.04
QL-MUZAQ-AA-UD	VMScluster V/A TRAD LIC	2	2,567.50	6,162.00	6,256.80	6,882.48	7,570.73	8,327.80
QC-VSGA9-AA	infoExpress Services	1	266.34	639.21	649.04	713.95	785.34	863.88
IM-MAINT	Imaging Maintenance	1	26,384.58	63,323.00	64,297.20	70,726.92	77,799.61	85,579.57
E1CBJLL	MQ Series for OVMS	4	2,015.00	4,836.00	4,910.40	5,401.44	5,941.58	6,535.74
E1CBJLL	MQ Series for OVMS	16	8,060.00	19,344.00	19,641.60	21,605.76	23,766.34	26,142.97

Part Number	Description	Qty	Amendment No. 2 Effective Date to 10 Aug 06[1]	11 Aug 06 to 10 Aug 07[1]	11Aug07 to 10Aug08[1]	11Aug08 to 10Aug09[1]	11Aug09 to 10Aug10[1]	11Aug10 to 10Aug11[1]
QC-AM0AG-A3	Multinet AXP Departmental	2	877.50	2,106.00	2,138.40	2,352.24	2,587.46	2,846.21
QC-AM0AQ-A4	Multinet AXP Enterprise	2	1,614.17	3,874.00	3,933.60	4,326.96	4,759.66	5,235.62
QC-OREA9-B7	Oracle RT for Repos Defin-Ext CPak CG:G	1	16,986.67	40,768.00	41,395.20	45,534.72	50,088.19	55,097.01
	Subtotal Annual System Software Maintenance Support Fees for Operating Software installed on Development and Production Hardware		**$89,397**	**$214,554**	**$217,855**	**$239,640**	**$263,604**	**$289,964**
	Sales Tax @ 8.25% on 50%[2]		$3,688	$8,850	$8,986	$9,885	$10,874	$11,961
	Total Monthly System Software Maintenance Support Fees for Operating Software installed on Development and Production Hardware		**$18,617**	**$18,617**	**$18,903**	**$20,794**	**$22,873**	**$25,160**
	Total Annual System Software Maintenance Support Fees for Operating Software installed on Development and Production Hardware		**$93,085**	**$223,404**	**$226,841**	**$249,525**	**$274,478**	**$301,925**

B. APPLICATION SOFTWARE

Item #	Application Software Modules	Amendment No. 2 Effective Date to 10 Aug 06[1] Monthly	11 Aug 06 to 10Aug07[1] Monthly	11Aug07 to 10Aug08[1] Monthly	11Aug08 to 10Aug09[1] Monthly	11Aug09 to 10Aug10[1] Monthly	11Aug10 to 10Aug11[1] Monthly
1	Medical Data repository	$33,494	$35,169	$36,927	$38,773	$40,712	$42,748
2	Radiology	$7,894	$8,289	$8,703	$9,138	$9,595	$10,075

[2] Sales Tax is assessed on 50% of the amount of the System Software Maintenance Support Fees for Operating Software installed on Production Hardware.

Item #	Application Software Modules	Amendment No. 2 Effective Date to 10 Aug 06[1]	11 Aug 06 to 10Aug07[1]	11Aug07 to 10Aug08[1]	11Aug08 to 10Aug09[1]	11Aug09 to 10Aug10[1]	11Aug10 to 10Aug11[1]
		Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
3	Pharmacy	$8,263	$8,676	$9,110	$9,566	$10,044	$10,546
4	Laboratory	$4,206	$4,416	$4,637	$4,869	$5,112	$5,368
5	Patient Management and Tracking	$2,983	$3,133	$3,289	$3,454	$3,626	$3,808
6	Order Management	$2,983	$3,133	$3,289	$3,454	$3,626	$3,808
7	Care Documentation	$2,841	$2,983	$3,132	$3,289	$3,453	$3,626
8	Care Coordination	$2,841	$2,983	$3,132	$3,289	$3,453	$3,626
9	Medical Record Tracking	$2,293	$2,408	$2,528	$2,655	$2,787	$2,927
10	Scheduling	$2,983	$3,133	$3,289	$3,454	$3,626	$3,808
11	Quality Assurance/Risk Management	$4,483	$4,707	$4,942	$5,189	$5,449	$5,721
12	Financials	$368	$387	$406	$426	$448	$470
	Application Software – Total Monthly System Software Maintenance Support Fees[3]	**$75,634**	**$79,417**	**$83,384**	**$87,556**	**$91,931**	**$96,531**
	Application Software – Subtotal Annual System Software Maintenance Support Fees[3]	**$378,169**	**$953,004**	**$1,000,608**	**$1,050,672**	**$1,103,172**	**$1,158,372**

[3] Per Subparagraph 8.2 (Sales/Use Tax) of the body of this Agreement, as inserted by Amendment Number One, Sales Tax has not been assessed on the System Software Maintenance Support Fees for Application Software.

C. SUPPLEMENTAL SOFTWARE – DR

1. SUPPLEMENTAL CONTRACTOR SOFTWARE - DR

Part Number	Description	Qty	Amendment No. 2 Effective Date to 10 Aug 07[4]	11Aug07 to 10Aug08[4]	11Aug08 to 10Aug09[4]	11Aug09 to 10Aug10[4]	11Aug10 to 10Aug11[4]
CTM-724REORG-LG	724Reorg Maintenance and Support	1	$12,892	$9,240	$10,164	$11,180	$12,298
CTM-724BKUP-LG	724Backup Maintenance and Support	1	$15,341	$10,996	$12,095	$13,305	$14,635
ATG_SVC_DRHC	Disaster Recovery Quarterly Healthcheck	4	$28,333	$22,000	$24,200	$26,620	$29,282
CTM-DRSCRBE	Standby Millennium Toolkit (Backend Only)	1	$1,771	$1,375	$1,513	$1,664	$1,830
CTM-DRSCRFE	Standby Millennium Toolkit (Frontend Only)	1	$591	$459	$505	$555	$611
	Application Software – Total Monthly Supplemental Contractor Software Maintenance Support Fees[3]		**$3,466**	**$3,673**	**$4,040**	**$4,444**	**$4,888**
	Application Software – Total Annual Supplemental Software Maintenance Support Fees[3]		**$58,928**	**$44,070**	**$48,477**	**$53,324**	**$58,656**

2. SUPPLEMENTAL THIRD PARTY SOFTWARE – DR

Part Number	Description	Qty	Amendment No. 2 Effective Date to 10 Aug 07[4]	11Aug07 to 10Aug08[4]	11Aug08 to 10Aug09[4]	11Aug09 to 10Aug10[4]	11Aug10 to 10Aug11[4]
E1CBJLL	MQ Series for OVMS	12	$20,553	$14,731	$16,204	$17,825	$19,607
	Operating Software – Subtotal Annual Supplemental Third Party Software Maintenance Support		**$20,553**	**$14,731**	**$16,204**	**$17,825**	**$19,607**

[4] Monthly System Software Maintenance Support Fees apply from the expiration of the applicable Warranty Period. Without limiting the foregoing, the first period covers seventeen (17) months following Amendment No. 2 Effective Date. Each yearly increase thereafter, if applicable, is effective according to the time period in which the Monthly System Software Maintenance Support Fee is incurred.

Part Number	Description	Qty	Amendment No. 2 Effective Date to 10 Aug 07[4]	11Aug07 to 10Aug08[4]	11Aug08 to 10Aug09[4]	11Aug09 to 10Aug10[4]	11Aug10 to 10Aug11[4]
	Fees						
	Sales Tax @ 8.25% on 50%[2]		$848	$608	$668	$735	$809
	Operating Software – Total Monthly Supplemental Third Party Software Maintenance Support Fees		**$1,259**	**$1,278**	**$1,406**	**$1,547**	**$1,701**
	Operating Software – Total Annual Supplemental Third Party Software Maintenance Support Fees		**$21,401**	**$15,339**	**$16,872**	**$18,560**	**$20,416**

D. SUPPLEMENTAL SOFTWARE – PACS

1. SUPPLEMENTAL CONTRACTOR SOFTWARE – PACS

Item #	Supplemental Software Modules - PACS	Amendment No. 2 Effective Date to 10 Aug 07[4]	11Aug07 to 10Aug08[4]	11Aug08 to 10Aug09[4]	11Aug09 to 10Aug10[4]	11Aug10 to 10Aug11[4]
		Monthly	**Monthly**	**Monthly**	**Monthly**	**Monthly**
1	Workflow Manager	$2,813	$2,953	$3,101	$3,256	$3,419
2	Modality Worklist	$810	$851	$893	$938	$985
3	Provision Web	$311	$326	$342	$359	$377
4	Provision Quality Control Module 7.0	$163	$171	$180	$189	$198
5	Provision Standard 7.0 Software	$169	$177	$186	$196	$205
	Application Software – Total Monthly Supplemental Contractor Software Maintenance Support Fees[3]	**$4,265**	**$4,478**	**$4,702**	**$4,937**	**$5,184**
	Application Software – Total Annual Supplemental Contractor Software Maintenance Support Fees[3]	**$72,505**	**$53,739**	**$56,426**	**$59,247**	**$62,210**

2. SUPPLEMENTAL THIRD PARTY SOFTWARE – PACS

Item #	Supplemental Software Modules - PACS	Amendment No. 2 Effective Date to 10 Aug 07[4]	11Aug07 to 10Aug08[4]	11Aug08 to 10Aug09[4]	11Aug09 to 10Aug10[4]	11Aug10 to 10Aug11[4]
1	IBM Via Voice Unified Voice Recognition	$4,250	$3,300	$3,630	$3,993	$4,392
2	Voice Recognition Correction Management	$128	$99	$109	$120	$132
	Operating Software – Subtotal Annual Supplemental Third Party Software Maintenance Support Fees	**$4,378**	**$3,399**	**$3,739**	**$4,113**	**$4,524**
	Sales Tax @ 8.25% on 50%[2]	$181	$140	$154	$170	$187
	Operating Software – Total Monthly Supplemental Software Maintenance Support Fees	**$268**	**$295**	**$324**	**$357**	**$393**
	Operating Software – Total Annual Supplemental Software Maintenance Support Fees	**$4,559**	**$3,539**	**$3,893**	**$4,282**	**$4,711**

E. SUPPLEMENTAL THIRD PARTY SOFTWARE – TELEMEDICINE

Software Part No.	Qty	Description	Amendment No. 2 Effective Date to 10Aug07[4]	11Aug07 to 10Aug08[4]	11Aug08 to 10Aug09[4]	11Aug09 to 10Aug10[4]	11Aug10 to 10Aug11[4]
1. 9009	1	Starbak Software- Updates for Streaming Kit	$694	$605	$638	$689	$758
2. 101	3	Starbak Software - Updates for encoder/ transcoder	$312	$272	$286	$309	$340
3. CTP-CAMCTRL	4	Remote Physician Camera Control	$2,410	$2,101	$2,215	$2,392	$2,631
4. PCSAM3G70	16	Sony Multipoint Software	$4,431	$3,863	$4,073	$4,399	$4,839

Software Part No.	Qty	Description	Amendment No. 2 Effective Date to 10Aug07[4]	11Aug07 to 10Aug08[4]	11Aug08 to 10Aug09[4]	11Aug09 to 10Aug10[4]	11Aug10 to 10Aug11[4]
		Operating Software-Subtotal Annual System Software Maintenance Support Fees	**$7,847**	**$6,841**	**$7,212**	**$7,789**	**$8,568**
		Sales Tax @8.25% on 50%[2]	$324	$282	$297	$321	$353
		Operating Software – Total Monthly System Software Maintenance Support Fees	**$481**	**$594**	**$626**	**$676**	**$743**
		Operating Software – Total Annual System Software Maintenance Support Fees	**$8,171**	**$7,123**	**$7,509**	**$8,110**	**$8,921**

II. SYSTEM HARDWARE

TELEMEDICINE HARDWARE

Item No.	Hardware Part No.	Qty	Description	Amendment No. 2 Effective Date to 10Aug07[5]	11Aug07 to 10Aug08[5]	11Aug08 to 10Aug09[5]	11Aug09 to 10Aug10[5]	11Aug10 to 10Aug11[5]
1	PCS-G70N	4	Sony PCS-G70 Video Communication System	$4,144	$3,612	$3,809	$4,114	$4,525
2	STM-2X	4	RDL mic to line amplifier.	$72	$63	$66	$72	$79
3	DT 234	4	BeyerDynamic Pro Dynamic Headset	$77	$67	$71	$77	$84
4	SPL-2	4	Custom audio monitoring system.	$477	$416	$439	$474	$521
5	WRK-30SA-44	1	Middle Atlantic rack system w/fan/power assy/mounting	$162	$141	$149	$161	$177
6	SPL-MISC - ICUPHYS	4	Custom connectivity, wall plates and custom hardware physica	$356	$310	$326	$353	$388
7	22-2P-PINDSH-WHT-60	4	SPL Audio/Mic 2-pair w/ Individual Shield Cable (Plenum) 60'	$10	$8	$9	$10	$11
8	82502-30	4	SPL RS232/422 control cable (Plenum) 30'	$10	$9	$10	$11	$12
9	14-2C-TTP	4	SPL 14 AWG Speaker Cable (Plenum) 30'	$4	$4	$4	$5	$5
10	9907	1	Starbak Conference Streaming Kit	$6,755	$5,889	$6,209	$6,706	$7,376
11	100	3	Starbak Encoder/ transcoder	$2,527	$2,203	$2,323	$2,509	$2,760
12	125	1	Starbak fibre channel interface	$562	$490	$517	$558	$614
13	SPL-MISC-STARBAK	1	Custom connectivity, wall plates and custom	$395	$345	$363	$392	$432

[5] Monthly System Hardware Maintenance Support Fees apply from commencement of the Warranty Period. Without limiting the foregoing, the first period covers seventeen (17) months following Amendment No. 2 Effective Date. Each yearly increase thereafter, if applicable, is effective according to the time period in which the Monthly System Hardware Maintenance Support Fee is incurred.

Item No.	Hardware Part No.	Qty	Description	Amendment No. 2 Effective Date to 10Aug07[5]	11Aug07 to 10Aug08[5]	11Aug08 to 10Aug09[5]	11Aug09 to 10Aug10[5]	11Aug10 to 10Aug11[5]
			hardware.					
14	N1700W	8	N1700W LCD TV 17IN DIGTL-TCO99 SLV/BLK12X10 WIDESC	$1,055	$920	$970	$1,048	$1,152
15	176050192	4	Dell Optiplex GX280, 2.8GHz, 1GB RAM, 40GB HDD, 17"" Monitor	$578	$504	$531	$574	$631
16	FG2105-3 NI-700	12	AMX Master Integrated Controllerw/Ethernet	$1,288	$1,123	$1,184	$1,279	$1,407
17	FG423-41 PSN6.5	12	AMX 6.5 amp power Supply	$598	$522	$550	$594	$654
18	FG2009-10 NXS-NMS	24	AMX Expander housing	$601	$524	$553	$597	$656
19	FG2022 NXC-COM2	12	AMX RS232 device control interface	$751	$655	$691	$746	$821
20	FG2024 NXC-VOL4	12	AMX volume control interface	$1,138	$992	$1,046	$1,130	$1,242
21	FG515 AC-Rk	24	AMX single ru rack mount frame	$242	$211	$222	$240	$264
22	6041901	12	Extron MAV 6x2 S video matrix w/ RS232 control	$2,196	$1,914	$2,019	$2,180	$2,398
23	PCS-G70N	12	Sony PCS-G70 Video Communication System	$12,431	$10,837	$11,427	$12,341	$13,575
24	7007703	24	Extron rack mounting kit for single ru units	$136	$119	$126	$136	$149
25	N1700W	24	N1700W LCD TV 17IN DIGTL-TCO99 SLV/BLK12X10 WIDESC	$3,166	$2,760	$2,910	$3,143	$3,457
26	SPL-EXCONN	12	SPL plate for the cart to allow external connection	$866	$755	$796	$859	$945
27	SPL-MHNXDCV7	12	SPL Mounting hardware for NXDCV7	$976	$851	$897	$969	$1,066
28	WM-60	12	Olympus Mobile	$8,119	$7,078	$7,463	$8,060	$8,866

Item No.	Hardware Part No.	Qty	Description	Amendment No. 2 Effective Date to 10Aug07[5]	11Aug07 to 10Aug08[5]	11Aug08 to 10Aug09[5]	11Aug09 to 10Aug10[5]	11Aug10 to 10Aug11[5]
29	SPL-MHC	12	Workstation w/monitor bridge SPL mounting hardware and connectors	$1,808	$1,576	$1,661	$1,794	$1,973
30	PC-LG-SP450	12	LogiSys mini pc	$2,223	$1,938	$2,043	$2,207	$2,428
31	FG2258-02K NXD-CV7	12	AMX Modero 7"" touch panel (replace SPL Panel)	$5,148	$4,488	$4,732	$5,111	$5,622
32	AMD-2500	12	General Examination Camera - NTSC Format	$7,936	$6,919	$7,295	$7,879	$8,667
33	AMD-2505	12	Disposable Tip Cover for General Exam Camera (500)	$72	$63	$66	$72	$79
34	AMD-2525	12	Tripod for AMD-2500	$94	$82	$86	$93	$103
35	AMD-3550	16	SmartSteth Digital Electronic Stethoscope	$5,773	$5,033	$5,306	$5,731	$6,304
36	AMD-3554	12	10 Ft. Extended Chestpiece for AMD-3550	$383	$334	$352	$380	$418
37	AMD-300s	12	Camera & Illumination - NTSC	$9,830	$8,570	$9,036	$9,759	$10,735
38	AMD-2450	12	45mm Coupler	$1,228	$1,071	$1,130	$1,220	$1,342
39	AMD-2015	12	ENT Scope	$4,047	$3,529	$3,721	$4,018	$4,420
40	AMD-2015PB	12	Pneumatic Bulb for AMD-2015	$13	$11	$12	$13	$14
41	AMD-2021	12	4mm Specula for AMD-2015 (Box of 1000)	$65	$57	$60	$65	$71
42	AMD-3875	6	12 Lead Interpretive ECG for PC (Software/Hardware Combination)	$2,884	$2,514	$2,651	$2,863	$3,149
43	AMD-3880	6	Resting Tab Electrodes For ECG (Box of 500)	$58	$51	$54	$58	$64
			Subtotal Annual System Hardware Maintenance Support Fees	**$91,253**	**$79,558**	**$83,885**	**$90,601**	**$99,656**

Item No.	Hardware Part No.	Qty	Description	Amendment No. 2 Effective Date to 10Aug07[5]	11Aug07 to 10Aug08[5]	11Aug08 to 10Aug09[5]	11Aug09 to 10Aug10[5]	11Aug10 to 10Aug11[5]
			Sales Tax @8.25% on 50%[6]	$3,764	$3,282	$3,460	$3,737	$4,111
			Total Monthly System Hardware Maintenance Support Fees	**$5,589**	**$6,903**	**$7,279**	**$7,862**	**$8,647**
			Total Annual System Hardware Maintenance Support Fees	**$95,017**	**$82,840**	**$87,345**	**$94,338**	**$103,767**

[6] Sales Tax is assessed on 50% of the amount of the System Hardware Maintenance Support Fees.

Exhibit J

Supplemental Statements of Work

[see attached]

Added under Amendment No. 2.

Attachment J-1
to
Exhibit J

Supplemental Statements of Work

Disaster Recovery

[see attached]

Added under Amendment No. 2.

DISASTER RECOVERY STATEMENT OF WORK

PROJECT SCOPE: This Disaster Recovery project is applicable only to the solutions implemented at the County as part of the JHIS Contract as of November 2003. It does not include or apply to the PACS project which was subsequently ordered by the County on June 7, 2005.

PROJECT KICKOFF: Create detailed work plan and share/distribute to all key contacts within project

TASK 1 Hardware Purchase Order issued and order confirmation signed and faxed in by Sheriff's Department

TASK 2 Hardware is ordered by CONTRACTOR (Estimated Task duration: 1 Working Day)

Deliverable 2 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 3 Hardware arrives to Sheriff's Department (Estimated Task duration: 21-28 Working Days)

Deliverable 3 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 4 Hardware is installed by HP (Estimated Task duration: 5 Working Days)

HP/CONTRACTOR will install the hardware into Sheriff's Department data center, (e.g., GS1280 processors the Storage Area Network and all accessories referred to in the equipment list).

Deliverable 4 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 5 CONTRACTOR to install the VMS 7.3.1 on the new equipment

CONTRACTOR associates will install the latest certified version of the VMS operating system and all applicable patches, per the Cerner Knowledge Network listings.

Deliverable 5 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 6 HP/CONTRACTOR to upgrade the firmware on new equipment (if determined necessary)

HP/CONTRACTOR will upgrade any firmware on the hardware to the latest code.

Deliverable 6 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 7 CONTRACTOR to create PROD, CERT, ADMIN, BUILD and TRAIN domains on new hardware

CONTRACTOR will create on administrative domain and four working domains on the new systems, PROD. CERT, Build, and Train.

Deliverable 7 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 8 Sheriff's Department will install Oracle 7.3.3.6, 8.1.7.0, 8.1.7.4 on new GS1280 Cluster at Norwalk Data Center.

CONTRACTOR will download or supply Oracle Media for 7.3.3.6, 8.1.7.0, and 8.1.7.4

Deliverable 8 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 9 CONTRACTOR to install MQ Series on new system (up to 4 non-Production Millennium domains).

A. Install MQ Series on backend node(s)

B. Conduct MQ Series Configuration on backend node(s)

C. Configure Millennium domain

D. Configure Cerner software client (limited to one master PC)

E. Conduct Knowledge Transfer to include MQ Architecture overview (Millennium specific), MQ configuration for Cerner Millennium and MQ Administration for Cerner Millennium to Sheriff's Department Associates

F. With MQ Series installed CONTRACTOR can run a 7.8 Domain and a 8.0 Domain on the same system.

Deliverable 9 CONTRACTOR to conduct Functional Testing of MQ with Sheriff's Department associates and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 10 Sheriff's Department to test connectivity

A. Sheriff's Department will validate connectivity with Sheriff's Department's network and make sure the systems can communicate between each other.

B. Sheriff's Department will validate connectivity to existing Multum, RRD and Chart servers.

C. Sheriff's Department will update Multum server on new GS1280 cluster at Norwalk.

TASK 11 CONTRACTOR and Sheriff's Department will install one new Tape Library unit and tape backup software on old system at SHQ Data Center on HNAD.

Deliverable 11 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TEST MIGRATION

CONTRACTOR and Sheriff's Department to conduct test migration of old CERT domain to new CERT domain, including replacing CERT with BUILD – basis is to use build domain for Millennium 8.0 testing on GS1280 while using PROD and CERT for production and Millennium 7.8 (April 01).

TASK 12 Sheriff's Department takes old system BUILD domain down

TASK 13 Sheriff's Department takes complete backup of old system BUILD domain on tape.

TASK 14 Sheriff's Department to conduct complete restoration from backup of old BUILD system at SHQ Data Center onto new BUILD at Norwalk Data Center.

Sheriff's Department will restore the backup tapes onto the new hardware, including the Millennium code and the Oracle database (7.3.3.6).

TASK 15 Sheriff's Department to conduct tests on new BUILD to validate hardware and OS functionality

Sheriff's Department will conduct technical tests on new BUILD to make sure the BUILD nodes are communicating correctly with the Oracle database.

Deliverable 15 CONTRACTOR and Sheriff's Department tests show that all applications function properly in new BUILD domain.

TASK 16 Sheriff's Department will upgrade new BUILD database to Oracle 8.1.7.4.

May require interim Task to upgrade to 8.0.6 and then 8.1.7.4

PROD MIGRATION

TASK 17 Sheriff's Department takes complete backup of existing PROD system on tape. CONTRACTOR recommends that Sheriff's Department conduct COLD BACKUP before this migration.

TASK 18 Sheriff's Department to conduct complete restoration from backup of old PROD system onto new PROD.

Sheriff's Department will restore the backup tapes onto the new hardware, including the Millennium code and the Oracle database.

TASK 19 Sheriff's Department to schedule a downtime for the migration

TASK 20 Sheriff's Department to transfer archive log files from old PROD/CERT to new PROD/CERT at Norwalk Data Center.

Sheriff's Department technicians will take down the PROD/CERT domain and transmit the archive log files from the old system to the new system PROD/CERT at the Norwalk Data Center

TASK 21 Sheriff's Department and CONTRACTOR to direct FSI's to new PROD

Deliverable 21 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 22 Sheriff's Department to roll archive log files forward on new PROD/CERT

After receiving the complete archive log files, Sheriff's Department will "roll forward" the Oracle database with the archive log file, so the database is current on the new hardware.

TASK 23 Sheriff's Department and CONTRACTOR to validate shadow set on new hardware at Norwalk Data Center

Sheriff's Department and CONTRACTOR will make sure that the database is shadowed on at least two sets of disks.

Deliverable 23 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 24 Sheriff's Department to conduct tests on PROD/CERT

Sheriff's Department will conduct technical tests on PROD/CERT to make sure the PROD/CERT nodes are communicating correctly with the Oracle database.

TASK 25 Sheriff's Department to end DOWNTIME

After validation by Sheriff's Department, Sheriff's Department will "turn on" the Norwalk Data Center system PROD and leave the SHQ system PROD down.

TASK 26 Sheriff's Department goes live on Norwalk Data Center hardware in PROD

After going live on the Norwalk Data Center system, Sheriff's Department will allow Sheriff's Department operators back on the system.

Deliverable 26 Sheriff's Department operations resume on Norwalk Data Center PROD system with full functionality.

TASK 27 Sheriff's Department to refresh new CERT domain from new PROD domain

After Sheriff's Department is satisfied that PROD is operating properly, Sheriff's Department will "refresh" the CERT domain from the PROD domain.

TASK 28 Sheriff's Department to upgrade Oracle on SHQ Data Center system from 7.3.3.6 to 8.1.7.4 in PROD

TASK 29 Sheriff's Department to upgrade VMS version on old system to 7.3.1 at SHQ Data Center

Sheriff's Department will install the latest certified version of the VMS operating system and all applicable patches, per CONTRACTOR'S Cerner Knowledge Network listings.

TASK 30 HP to upgrade firmware on old equipment at SHQ Data Center (Estimated Task duration: 1 Working Day)

Deliverable 30 Successful completion of Task by HP, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 31 CONTRACTOR to Install MQ Series on old system at SHQ. (PROD Millennium domains at Secondary Data Center)

A. MQ installation on backend node(s)

B. Conduct MQ configuration on backend node(s)

C. Configure Millennium domain

D. Configure Cerner software client (limited to one master PC)

E. Conduct Functional testing of MQ with Sheriff's Department associates

Deliverable 31 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 32 Sheriff's Department to build a mock domain on new equipment at Norwalk Data Center

Sheriff's Department will create MOCK domain on new system.

SHQ Data Center system has current VMS and Oracle installed

TASK 33 CONTRACTOR will prepare system for Disaster Recovery implementation.

A. DR implementation team will use new CERT domain in Primary Data Center to create DR scripts

B. Sheriff's Department will provide one empty disk on new system in Primary Data Center, and one empty disk on Secondary Data Center system for storage of DR scripts

C. Node names in Primary Data Center will be the same as the node names in the Secondary Data Center

D. Sheriff's Department and CONTRACTOR will provide resource to conduct functional testing

E. CONTRACTOR will provide information to CONTRACTOR DR implementation team on system assessment, including database size and growth, and archive log size.

Deliverable 33 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 34 724Reorg Tool Implementation & Knowledge Transfer

A. Install the code: 724Reorg is installed via an OCD by a CONTRACTOR resource. The software is loaded and available for use at Sheriff's Department location.

B. Setup in Non-Prod: Software is set up in a non production environment, such as TRAIN, BUILD, CERT etc. A non-threatening environment is made ready to test and train Sheriff's Department.

C. Reorg Testing: CONTRACTOR DBA tests software to assure usability and full functionality. Software is certified and working as expected. Knowledge Transfer: Sheriff's Department DBA get knowledge transfer in the use of this program. Knowledge Transfer is completed by having Sheriff's Department resources shadow CONTRACTOR during the implementation. Topics covered will include general use, best practices and troubleshooting. Sheriff's Department will understand and be proficient in the use of the tool.

D. Reorg Demonstration: Verify successful 724Reorg of up to 5 designated tables in Non-Prod environment.

E. Client Certification: Sheriff's Department will be asked to perform several table/tablespace reorganizations and demonstrate competence in the use of the program. Sheriff's Department will be certified in the use of the 724Reorg.

F. Production Load: 724Reorg will be installed in the production environment and made ready for actual production use. Software will be available for general production use, 5 designated tables will be Reorged .

G. Production Testing: CONTRACTOR DBA tests software to assure usability and full functionality. Software is certified and working as expected in production environment.

Deliverable 34 CONTRACTOR will demonstrate to Sheriff's Department that software is operating correctly and can conduct database reorganization. Sheriff's Department associate will be able to perform database reorganization. Production databases will be reorganized. Successful completion of any necessary related Tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 35 724Backup

A. Review configuration and make recommendations for 724Backup configuration: CONTRACTOR will provide a pre-installation questionnaire that covers current hardware and software configuration of Sheriff's Department's system. Upon completion of this document CONTRACTOR will evaluate and recommend to the client additional hardware and/or software that are needed to support 724Backup. When CONTRACTOR is certain that all prerequisites have been met the onsite installation will be scheduled.

B. Installation of 724Backup: The installation process consists of identifying the installation location, creating the appropriate on disk structures need, and transferring the code to that location, using FTP. 724Backup is installed using OpenVMS command procedures, which create and populate a number of tables in the CONTRACTOR ADMIN database and CCL command dictionaries. The installation process includes addition of DCL command procedures to the system startup files to create the logicals needed for 724Backup to work properly.

C. Configure 724Backup: Configuration of 724Backup consists of setting up utilizing the menu driven configuration interface that populates the ADMIN database tables with the necessary information to run 724Backup. This information includes the Database to be backed up, the instances within the database, the drives to be used in the backup shadow set members (determined in pre-installation procedure), and the tape devices to be used in the backup procedure. The normal configuration process is for the PROD database however, Sheriff's Department can configure any of the 5 Normal environments (TEST, TRAIN, BUILD, CERT, or PROD). Configuration of the 724Backup process to include VMS MiniCopy procedures and/or Archive Backup Services if necessary.

D. Perform one complete backup and demonstrate recoverability: Run one complete successful pass of the 724Backup procedure which includes Merging of additional shadow set member, splitting the 3rd member of the shadow set, and backing up the chosen environment to tape. Once backup pass is successful, CONTRACTOR will mount and restore files or complete disk from the online database backup set.

E. Demonstrate Database Copy Functionality (if applicable): If disk space is available CONTRACTOR Consultant will demonstrate to Sheriff's Department the ability of 724Backup to make a copy of a backed up database. This process consists of:

1. Merging database copy disk group
2. Splitting database copy disk group
3. Mounting database copy disk group
4. Renaming database directories to appropriate name (ie. MOCK, TEST, etc.)
5. Edit Oracle control files and INIT.ORA
6. Open and startup new database

F. Up to eight hours client knowledge transfer: Client knowledge transfer consists of the CONTRACTOR Consultant instructing client chosen individuals on the installation, setup, configuration, and operation of 724Backup. This Knowledge transfer usually takes during the steps detailed above.

Sheriff's Department assumes the risk of production data during this process. The scope of this engagement is for the client HNA Millennium environment only at the stated named user limit.

Deliverable 35 CONTRACTOR will conduct one complete backup of system and Sheriff's Department associate will understand how to run 724Backup and successfully complete any related Tasks, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 36 Disaster Recovery (DR) Implementation

The Disaster Recovery solution will provide failover for two types of situations, a Graceful failover, and a Disaster Failover.

A Graceful failover is a planned failover to the DR site. In this situation CONTRACTOR can gracefully move Production to the DR site and make the Production location the DR site. By doing this, Sheriff's Department down time will be less then two hours.

A Disaster Failover is when there is a loss of the Production System or Production site (many things can cause this). In this situation CONTRACTOR, and the System, applies all the redo logs to the Standby database, makes a cold backup of this database, then brings it up as the production system. The redo logs can be applied in two hours or less, and the time to do a backup depends on Sheriff's Department backup strategies.

Deliverable 36A Planning/Assessment/Design: CONTRACTOR reviews hardware configuration from previous phases and finalizes DR design. This includes database log sizing, file placement, etc. A final project plan is created with actual dates for implementation. Estimated Task duration: 2-3 Working Days

B. PDC (primary data center) setup: This phase includes installation and configuration of CONTRACTOR's DR Toolkit on the current hardware in the primary data center. The toolkit is a set of scripts used to replicate the Cerner environment (includes logs, backend and front-end code, and printing) and provides monitoring of the overall solution. Customization is required for each client configuration. CONTRACTOR will provide knowledge transfer during this phase.

Deliverable 36B Fully functional Cerner environment for DR testing. Estimated Task duration: 3-5 Working Days

C. SDC (secondary data center) setup:_This phase includes installation of the CONTRACTOR DR Toolkit and building of the DR test environment (backend, db, front end) on the new hardware in the secondary data center. The Oracle Standby Database is configured and initial replication started. Domain creation and storage configuration are required in this phase.

Deliverable 36C Test environment running in Standby mode and the DR Toolkit is Replicating database, backend and front end code. Estimated Task duration: 10 Working Days

D. DR testing: This will include 2 rounds of testing for both planned (graceful) and unplanned (disaster) failovers. A graceful failover involves shutting down the primary system, applying all outstanding logs, shutting down standby database and opening it as primary, then restarting prod on secondary DR system. Functional testing will be performed to validate Cerner environment. A graceful failback will then be performed.

1. A disaster failover involves simulating a hard shutdown of the primary system and restarting the DR system in prod mode. Also during this phase the DR documentation is updated to reflect Sheriff's Department's environment. Knowledge transfer is provided to Sheriff's Department personnel during this phase.

Deliverable 36D Successful failover and failback in a graceful and disaster scenario, including validation of the Cerner environment. Estimated Task duration: 15 Working Days

E. Production setup: This phase involves reconfiguration of the DR Toolkit on the PROD and DR systems and rebuilding of the standby environment in the secondary data center. Domain and storage is redefined at this point. A graceful failover is recommended in this phase. This will require scheduled downtime to fail over the PROD users to the DR system and fail them back.

Deliverable 36E DR solution operational for PROD environment. Estimated Task duration: 10-15 Working Days

F. Documentation and knowledge transfer: Review of Cerner DR configuration, operational procedures for production and DR mode, including change control and failover/failback. Deliverables include:

1. Configuration diagrams of solution

2. Solution description
3. DR Toolkit documentation
4. Operating procedures for prod
5. Operating procedures for failover/failback
6. CONTRACTOR will demonstrate system failure of Primary Data Center and Secondary Data Center will assume PROD operations.

Completion criteria – documentation delivery. Estimated Task duration: 3 Working Days

Deliverable 36F Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

Attachment J-2
to
Exhibit J

Supplemental Statements of Work

PACS Phase I and Phase II

[see attached]

Added under Amendment No. 2.

PACS PHASE 1 STATEMENT OF WORK

Project Kickoff

TASK 1 PO issued and order confirmation signed and faxed in by Sheriff's Department.

TASK 2 Project Plan to be created by CONTRACTOR with assistance from Sheriff's Department based upon CONTRACTOR Templates for PACS projects. Project Plan to be jointly managed by COUNTY & CONTRACTOR Project Managers, share/distribute to all key contacts within project

Deliverable 2 ProVision PACS Project Plan – Standalone.

TASK 3 Hardware is ordered by CONTRACTOR

Deliverable 3 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 4 Current / Future state workflows

A. Current State established - Sheriff's Department providing the workflow they use presently, CONTRACTOR and Sheriff's Department to complete the "PVPACS_Data_Collection_org1.xls" document.

Deliverable 4A Current state workflow

B. Future State initially development by CONTRACTOR

Deliverable 4B First Draft, Future State workflow-Standalone

C. Future State final draft by Sheriff's Department after review with CONTRACTOR. Sheriff's Department will own the Future State workflow and modify it as needed as system use progresses

Deliverable 4C Future State workflow-Standalone

D. Downtime processes created jointly by CONTRACTOR with assistance using the Future State Workflow final draft

Deliverable 4D Downtime procedures-Standalone

TASK 5 Site Readiness & Preparation

A. Facilities, network, power, space prepared by Sheriff's Department

B. Site Readiness Analysis performed by CONTRACTOR and Sheriff's Department

Deliverable 5B Site Readiness Evaluation

C. Contractor to prepare all printed material for training

Deliverable 5C Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

D. Sheriff's Department to establish a Change Control Process

TASK 6 Hardware arrives to CONTRACTOR Staging Facility

A. ProVision Servers

B. ProVision Workstations

Deliverable 6 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 7 Hardware arrives to Sheriff's Department. CONTRACTOR and Sheriff's Department Project Managers to take an inventory of hardware

A. ProVision Servers

B. ProVision Workstations

C. FUJI DR & CR components

Deliverable 7 Validated Build BOM and successful completion of any other related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 7A. Prepare engineering design (including shop drawings and structural calculations) for CRDF facility for Unistrut hardware to support one DR unit at the designated room at the CRDF facility. The engineering design shall be stamped by an engineer licensed by the state of California.

Deliverable 7A. CRDF facility engineering design. CONTRACTOR must achieve approval of this Deliverable 7A under Subparagraph 2.4 (Approval of Work) of the body of this Agreement prior to commencing work under Task 7B.

TASK 7B. Unistrut hardware, including Unistrut support system, bolts or related hardware for attachment of equipment rails or light/mechanical hardware to Unistrut supports and closure strips (in Unistrut finish rails at ceilings), is delivered and installed at the CRDF facility consistent with the engineering design. The Unistrut hardware shall be capable of supporting one DR unit.

County will perform the following portions of the foregoing Task 7B, as applicable: (i) protection of flooring; (ii) removal of obstructions or trapezes; (iii) provision of free and clear workspace; (iv) demolition or installation of ceiling or wall systems; (v) patching and repairing of fireproofing; (vi) pull testing for anchor bolts; (vii) locating of reinforcing bars in the supporting structure; (viii) installation of ceiling support angles; (ix) providing trolleys; and (x) obtaining necessary permits.

Deliverable 7B. Installed and fully functional Unistrut hardware at CRDF facility consistent with the engineering design.

TASK 7C. Prepare engineering design (including shop drawings and structural calculations) for IRC facility for Unistrut hardware to support three DR units, one at each designated room at the IRC facility. The engineering design shall be stamped by an engineer licensed by the state of California.

Deliverable 7C. IRC facility engineering design. CONTRACTOR must achieve approval of this Deliverable 7C under Subparagraph 2.4 (Approval of Work) of the body of this Agreement prior to commencing work under Task 7D.

TASK 7D. Unistrut hardware, including Unistrut support systems, bolts or related hardware for attachment of equipment rails or light/mechanical hardware to Unistrut supports and closure strips (in Unistrut finish rails at ceilings), is delivered and installed at the IRC facility consistent with the engineering design. The Unistrut hardware shall be capable of supporting three DR units, one at each designated room at the IRC facility.

County will perform the following portions of the foregoing Task 7D, as applicable: (i) protection of flooring; (ii) removal of obstructions or trapezes; (iii) provision of free and clear workspace; (iv) demolition or installation of ceiling or wall systems; (v) patching and repairing of fireproofing; (vi) pull testing for anchor bolts; (vii) locating of reinforcing bars in the supporting structure; (viii) installation of ceiling support angles; (ix) providing trolleys; and (x) obtaining necessary permits.

Deliverable 7D. Installed and fully functional Unistrut hardware at IRC facility consistent with the IRC facility engineering design.

TASK 8 PACS Hardware installation by CONTRACTOR and Sheriff's Department

It is very important that the Sheriff's Department PACS Administrator is present during implementation to do informal knowledge transfer.

A. Physical placement - CONTRACTOR and Sheriff's Department

B. Network connectivity – With assistance from Sheriff's Department Network Manager

C. Implementation of DICOM image transfer from all components to PACS - CONTRACTOR and FUJI

D. Technical System Readiness – CONTRACTOR

Deliverable 8 Completed standalone Technical Testing documents and successful completion of any related tasks by CONTRACTOR including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 9 Technical System Readiness

CONTRACTOR to conduct Technical Readiness Assessment

Deliverable 9 Successful completion of "ProVision PACS - Standalone - Readiness Assessment SE-AS Rev (2).doc", including delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software, as applicable.

TASK 10 Turnover to ProVision Application Specialist by ProVision SE – CONTRACTOR

Deliverable 10: Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 11 CONTRACTOR and Sheriff's Department to conduct Application Configuration.

It is very important that the Sheriff's Department PACS Administrator is present during implementation to do informal knowledge transfer.

A. PACS Servers

B. PACS Workstations

Deliverable 11 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 12 CONTRACTOR to conduct Conversion Readiness Assessment - First review

Deliverable 12: Successful completion of "Provision PACS -Standalone-Conversion Readiness Assessment Rev(2).Doc"., including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 13 Proof of Concept - CONTRACTOR & Sheriff's Department

It is very important that the Sheriff's Department PACS Administrator is present during implementation to do informal knowledge transfer.

A. Workflow Validation for each Modality

B. Workflow validation for each PACS Server and Workstation

Deliverable 13 Successful completion of ProVision-Exam Testing Matrix Rev (2).xls; ProVision – Workstation feature functionality test worksheet Rev (2).xls. and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 14 CONTRACTOR with Sheriff's Department participation will conduct Workflow-Clinical Workshops - Introductory Training. Training to be led by CONTRACTOR and Sheriff's Department PACS Administrator.

Participation by Sheriff's Department Technologists and Radiologists

A. PACS workflow – Technologist

B. PACS workflow – Radiologist

Deliverable 14 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 15 Sheriff's Department and CONTRACTOR to conduct System Testing

System Testing to be led by CONTRACTOR and Sheriff's Department PACS Administrator. Sheriff's Department Technologists and Radiologists will participate in System Testing.

A. Workflow Validation for each Modality

B. Workflow validation for each PACS Server and Workstation

Deliverable 15 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 16 Conversion Readiness Assessments

A. Conversion Readiness Assessment - CONTRACTOR Review - CONTRACTOR

B. Conversion Readiness Assessment - Sheriff's Department Review - CONTRACTOR & Sheriff's Department

Deliverable 16 Successful completion of ProVision PACS -Standalone- Conversion Readiness Assessment Rev(2).doc and ProVision PACS - Standalone - Readiness Assessment SE-AS Rev (2).doc, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 17 Training – ProVision PACS

A. Train the Trainer Class – CONTRACTOR led, with Sheriff's Department Super User trainer participants

B. Sheriff's Department Technologist Class – Sheriff's Department Super User led and participants

C. System Administrators-Technical – CONTRACTOR led with Sheriff's Department participants

D. PACS and Systems Administrators-Applications – CONTRACTOR led with Sheriff's Department participants

E. Sheriff's Department Radiologist Classes – CONTRACTOR led with Sheriff's Department participants

F. CONTRACTOR Training Acknowledgement Documents

Deliverable 17 Successful completion and delivery of Cerner Training Acknowledgement ProVision PACS Super User Rev(2).doc; Cerner Training Acknowledgement ProVision PACS System Administrator Training Rev(2).doc; Cerner Training Acknowledgement ProVision PACS; Administrator_Coordinator Training Rev(2).doc; Cerner Training Acknowledgement ProVision PACS - Radiologist ; Rev(2).doc and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 18 Training – FUJI DR & CR– FUJI & Sheriff's Department as participants

Deliverable 18 Successful completion of FUJI CR Training, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 19 Go-Live

A. Clinical Application Support – Sheriff's Department & CONTRACTOR

B. Technical Systems Support – Sheriff's Department & CONTRACTOR

C. Management Support – Sheriff's Department & CONTRACTOR

D. Help Desk Support – Sheriff's Department

Deliverable 19 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or

configuration of any required System Hardware or System Software.

TASK 20 Post Phase I - Transition to Support

A. Post-Install QA Validation Document.doc – CONTRACTOR & Sheriff's Department

B. CONTRACTOR & Sheriff's Department to conduct Transition to Support meeting.

Deliverable 20 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

PACS PHASE 2 STATEMENT OF WORK

Integration of Standalone ProVision PACS to Cerner RadNet

PROJECT KICKOFF

Integration Point	Requirement	In Scope
1) RDT	Test of Diagnostic workstation is required	**Y**
2) CRDT	N/A	**N**
3) MWL	Use of Production MWL Server – CONTRACTOR to install this hardware in this Phase	**Y**
4) SVS	Test Archive is required	**Y**
5) Exam Management	Test Archive is required	**Y**
6) PowerChart-ProVision Web	Test ProVision Web is required, should be included in Test Archive. Test Thin Client device (Sheriff's Department provided)	**Y**
7) Digital Dictation	N/A	**N**
8) Voice Recognition	Use Production DD-VR Server – CONTRACTOR to install this hardware in this Phase	**Y**

In addition to the above requirements, a Test / Build RadNet environment is required. CONTRACTOR to Build in TEST, then move to Production

Prior to proceeding with PHASE II:

Millennium Code revision must be at 2005.01 or higher to accommodate matching of all the studies performed in Standalone PACS environment to existing RadNet orders

TASK 1 Project Plan to be created by CONTRACTOR with assistance from Sheriff's Department based upon CONTRACTOR Templates for PACS projects. Project Plan to be jointly managed by COUNTY and CONTRACTOR Project Managers, who will share/distribute the Project Plan to all key contacts within project

Deliverable 1 ProVision PACS Project Plan - Integrated

TASK 2 Current / Future state workflows - Integrated ProVision PACS

A. Current State established - Sheriff's Department providing the workflow they use presently, CONTRACTOR and Sheriff's Department to complete the "PVPACS_Data_Collection_org1.xls" document.

Deliverable 2A Current state workflow

B. Integrated Future State initial development by CONTRACTOR

Deliverable 2B First Draft, Integrated Future state workflow

C. Integrated Future State final draft by Sheriff's Department after review with CONTRACTOR. Sheriff's Department will own the Future State workflow and modify it as needed as system use progresses

Deliverable 2C Integrated Future state workflow & Decision on how PowerChart-ProVision Web integration will be deployed (Thin or Slim)

D. Integrated Downtime processes created jointly by Sheriff's Department and CONTRACTOR using the Future State Workflow final draft

Deliverable 2D Integrated Downtime procedures

TASK 3 RadNet Database Build- TEST Environment

It is very important Sheriff's Department PACS Administrator and RadNet Analyst are present during the build process to support informal knowledge transfer.

A. Millennium Code packages required for ProVision PACS integration to be loaded into the Client's Build Domain – CONTRACTOR and Sheriff's Department

B. Sheriff's Department RadNet Analyst to verify all Orderables are built.

C. CONTRACTOR and Sheriff's Department RadNet Analyst to verify CDF Meanings.

D. CONTRACTOR, using "ProVision RadNet Installation Guide", will complete the steps necessary.

Deliverable 3 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 4 RDT – Radiology Desktop Integration - TEST Environment

It is very important that appropriate Sheriff's Department Staff is present during implementation to support informal knowledge transfer.

A. Requires Test Diagnostic Workstation – or take one off-line from Production for duration of Integration work – Sheriff's Department

B. CONTRACTOR to install, configure and test RDT application.

Deliverable 4 Successful completion of Exam Testing Matrix and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 5 Modality Worklist Server – Build TEST and Production Services at the same time

It is very important that appropriate Sheriff's Department Staff is present during implementation to support informal knowledge transfer.

A. Installation of MWL Server hardware – CONTRACTOR and Sheriff's Department

B. Network connectivity – Sheriff's Department

C. Digital Room Build – done in Task 3

D. MWL Services Build (Test and Production) - CONTRACTOR

E. MWL Configuration in DICOM Modalities – Modality Suppliers, CONTRACTOR and Sheriff's Department

F. CONTRACTOR and Sheriff's Department to conduct MWL Testing – Validation .

Deliverable 5 Validated MWL test matrix and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 6 Study Validation Server (SVS) setup – TEST Environment

It is very important that appropriate Sheriff's Department Staff is present during implementation to support informal knowledge transfer.

A. SVS Configuration in RadNet – CONTRACTOR & Sheriff's Department RadNet Analyst-DBA

B. SVS Configuration on ProVision TEST Archive - CONTRACTOR

Deliverable 6 Successful update of exam record and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 7 Exam Management – TEST Environment

It is very important that appropriate Sheriff's Department Staff is present during implementation to support informal knowledge transfer.

A. Image Viewing capability within Exam Management – CONTRACTOR

B. Image Matching functionality enabled - CONTRACTOR

Deliverable 7 Ability to view and match images to orders in Exam Management and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 8 PowerChart-ProVision Web Integration – TEST Environment

It is very important that appropriate Sheriff's Department Staff is present during implementation to support informal knowledge transfer.

A. CONTRACTOR and Sheriff's Department to prepare Citrix farm and load Image viewer, if required.

B. PowerChart Integration configuration in Millennium - CONTRACTOR

C. Verify Studies in ProVision Web – CONTRACTOR

D. Load TEST Thin client device – CONTRACTOR & Sheriff's Department

Deliverable 8 Ability to launch associated Study from within PowerChart and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 9 Voice Recognition – TEST Environment

It is very important that appropriate Sheriff's Department Staff is present during implementation to support informal knowledge transfer.

a) Server installation – Use same server as Digital Dictation
b) CONTRACTOR to install Hand Held Speech Mikes on TEST Diagnostic Station
c) CONTRACTOR to install Voice Engine on TEST Diagnostic workstation
d) CONTRACTOR to configure RDT for Voice Recognition -
e) CONTRACTOR to Validate Voice Recognition Software functionality

Deliverable 9 Ability to use VR in RDT and have textual report appear in Case Signout in RDT, finalize and see in RadNet and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 10 CONTRACTOR to conduct Conversion Readiness Assessment - First review

Deliverable 10 Successful completion of ProVision PACS -Integrated- Conversion Readiness Assessment Rev(2).doc, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 11 Proof of Concept in TEST Environment- CONTRACTOR and Sheriff's Department

It is very important that appropriate Sheriff's Department Staff is present during implementation to support informal knowledge transfer.

A. Integrated Workflow Validation for each Modality

B. Integrated Workflow validation for each PACS Server and Workstation

C. Transcriptionist workflow validation

Deliverable 11 Successful completion of Modality Worklist test matrix; Provision Exam Testing Matrix, and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 12 Workflow-Clinical Workshops - Introductory Training in TEST Environment – CONTRACTOR & Sheriff's Department

CONTRACTOR, Sheriff's Department PACS Administrator led
Participation by Sheriff's Department Technologists and Radiologists

A. Integrated PACS workflow – Technologist

B. Integrated PACS workflow – Radiologist

Deliverable 12 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 13 Sheriff's Department and CONTRACTOR to conduct System Testing in TEST Environment

CONTRACTOR, Sheriff's Department PACS Administrator led
Participation by Sheriff's Department Technologists and Radiologists

A. Integrated Workflow Validation for each Modality

B. Integrated Workflow validation for each PACS Server and Workstation

Deliverable 13 Successful completion of Modality Worklist test matrix and ProVision-Exam Testing Matrix and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 14 CONTRACTOR to build PRODUCTION ENVIRONMENT with assistance from Sheriff's Department

Refer to the TEST Env steps to denote effort required for Production Environment preparation. CONTRACTOR's recommendation is to perform these tasks in a joint effort to maximize experience with the system on the Sheriff's Department Staff's behalf

A. RadNet Database build in PROD

B. RDT PROD code load onto TEST Diagnostic station – now PROD 'test' station

C. MWL – PROD services build on MWL server

D. Study Validation Server (SVS) Build in PROD

E. Exam Management Build in PROD

F. Voice Recognition Build on PROD Diagnostic, RDT 'test' station

Deliverable 14 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 15 CONTRACTOR and Sheriff's Department to validate & test PRODUCTION ENVIRONMENT Build

Test and Validate each component in the same method as was done for TEST Environment CONTRACTOR's recommendation is to perform these tasks in a joint effort to maximize experience with the system on the Sheriff's Department Staff's behalf

A. RadNet Database build in PROD

B. RDT PROD code load onto TEST Diagnostic station – now PROD 'test' station

C. MWL – PROD services build on MWL server

D. Study Validation Server (SVS) Build in PROD

E. Exam Management Build in PROD

F. Voice Recognition Build on PROD Diagnostic, RDT 'test' station

Deliverable 15 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 16 CONTRACTOR and Sheriff's Department to conduct Historic Data Match Matching Studies captured in ProVision Standalone PACS with existing RadNet orders.

A. Images from phase 1 will have to be re-announced to the PACS Archive and matched to the Order placed in RadNet.

B. Develop site specific Process to perform re-announcement and matching.

C. Test and Validate Process (CONTRACTOR estimates 3 weeks of CONTRACTOR activity to do the work effort with Sheriff's Department participation.)

D. Sheriff's Department owns the Process after the 3 week timeframe, and will continue until all studies are successfully matched.

Deliverable 16 Successful completion of process to re-announce and match studies captured in ProVision Standalone PACS environment and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 17 Conversion Readiness Assessments

A. CONTRACTOR to review Conversion Readiness Assessment -

B. Sheriff's Department to review Conversion Readiness Assessment -

Deliverable 17 Successful completion of ProVision PACS – Integrated – Conversion Readiness Assessment Rev(2).doc and ProVision PACS – Integrated – Readiness Assessment SE AS Rev (2).doc, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 18 Training – Integrated ProVision PACS

A. Train the Trainer Class – CONTRACTOR led with Sheriff's Department Super User trainer participants

B. Sheriff's Department Technologist Class – Sheriff's Department Super User led and participants

C. System Administrators-Technical – CONTRACTOR led with Sheriff's Department participants

D. PACS & Systems Administrators-Applications – CONTRACTOR led with Sheriff's Department participants

E. Sheriff's Department Radiologist Classes – CONTRACTOR led with Sheriff's Department participants

F. CONTRACTOR Training Acknowledgement Documents

Deliverable 18 Successful completion and delivery of Cerner Training Acknowledgement ProVision PACS Super User Rev(2).doc; Cerner Training Acknowledgement ProVision PACS System Administrator Training Rev(2).doc; Cerner Training Acknowledgement ProVision PACS Administrator_Coordinator Training Rev(2).doc; Cerner Training Acknowledgement ProVision PACS - Radiologist Rev(2).doc and successful completion of any related tasks by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 19 Training – FUJI DR & CR Modality Worklist– FUJI and Sheriff's Department

Deliverable 19 Successful completion of FUJI CR MWL Training, including, as applicable, delivery of any goods or services, performance of any required testing, and

installation or configuration of any required System Hardware or System Software.

TASK 20 Go-Live Integrated ProVision PACS - RadNet

A. Clinical Application Support – Sheriff's Department and CONTRACTOR

B. Technical Systems Support – Sheriff's Department and CONTRACTOR

C. Management Support – Sheriff's Department and CONTRACTOR

D. Help Desk Support - Sheriff's Department

Deliverable 20 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 21 Post Phase II - Transition to Support

A. Post-Install QA Validation Document.doc – CONTRACTOR and Sheriff's Department

B. Transition to Support meeting - CONTRACTOR and Sheriff's Department

Deliverable 21 Successful completion of Task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

Annex J-2
to
Attachment J-2
to
Exhibit J

Supplemental Statements of Work

PACS Services Scope Detail

[see attached]

Added under Amendment No. 2.

ANNEX J-2
PACS SERVICES SCOPE DETAIL

This Annex is applicable to, and should be read only in conjunction with, the tasks, subtasks, deliverables, goods, services and other work provided by CONTRACTOR to COUNTY pursuant to Attachment J-2 (PACS Phase I and Phase II) to this Agreement (referred to in this Annex as the "Project" or "project").

For purposes of this Annex, (a) "Cerner" means CONTRACTOR, as defined in the body of this Agreement, (b) "Client" means COUNTY, as defined in the body of this Agreement, and (c) "Licensed Software" means the Supplemental Software provided by Cerner pursuant to Attachment J-2 (PACS Phase I and Phase II).

For the COUNTY project, the specific details for this project effort are set forth in Attachment J-2 (PACS Phase I and Phase II) to this Agreement. This Annex does not replace or supercede the Statement of Work contained in Attachment J-2 (PACS Phase I and Phase II) to this Agreement, but is intended as a reference document to further describe the general implementation process used for typical implementation projects. Without limiting Subparagraph 1.1 (Interpretation) of the body of this Agreement, any conflict between this Annex and Attachment J-2 (PACS Phase I and Phase II) to this Agreement shall be resolved in favor of such Attachment J-2.

I. PROJECT DURATION AND APPLICATION MODULES

1.1. **Project Duration** - The following Estimated Project Start and End Dates are subject to adjustment based on the actual date the PACS Purchase Order is signed. A minimum of 90 days following the sign date on the signatory page of the PACS Purchase Order is required in order to accommodate pre-project activities (planning, staffing, technology activities). The overall duration of this project, based on the following scope, is expected to be **10** months.

Estimated Project Start Date: Approximately 90 days following contract execution
Estimated Project End Date: Approximately **10** months following project kickoff

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

Phase	Solutions	Revision	Facilities	Duration
1	ProVision PACS, ProVision Web		1	6
2	Provision PACS for PV Web Powerchart Integration	*Cerner Millennium*® 2004 plus Cumulative Production Packages	1	4

II. PROJECT ASSUMPTIONS

2.1. **Delivery Scope and Methodology** - The scope of the delivery will be in accordance with the Scope of Work as set forth in Attachment J-2 (PACS Phase I and Phase II) to this Agreement.

2.2 **Technology Approach** - Cerner offers two hosting options; Client Hosted and Remote Hosted. Either hosting option is supported with both implementation delivery methods. The hosting option for this project is Client Hosted.

(a) **Client Hosting Option (CHO):** A technology approach, in which the application will be located with the server device at the host location. Systems processing, data extraction and manipulation will be processed at the applicable County Facility.

2.3 **START Content** - Cerner's implementation methodology assumes the use of a starter set of base content as the foundation for the build domain for all new or existing Millennium domestic (US) engagements. START delivers the appropriate foundational reference data, based on the solutions being implemented. START Database Guides provide detailed content, specific for each solution. START was designed using recommended process flows and best practices. It provides clients a means to quickly realize the benefits of their Cerner solutions. The content included in START saves time in design. Existing Millennium clients that are adding solutions will be able to import the forms designed for START into their existing database. Instructions for the update of clinical content for existing clients are presented on CERNWorks and will be able to utilize the recommendations contained within the Solution Design and Support Guides wherever applicable. CERNWorks is Cerner's web based home page where content is stored and accessible by clients via the Cerner Knowledge Network (CKN).

2.4 **Global Assumptions** - The scope of work for this project assumes the following:

(a) Cerner will use the Cerner Implementation Methodology (CIM), as set forth in the Section IV (Solution Implementation Scope Definition) of this Annex (SPDD)

(b) The START Content will be used (Cerner supplied database). The START Content is a collection of reference data created to reduce implementation time and effort. Use of this data is intended to eliminate the need of repetitive database build of reference data. In addition, START Content promotes consistency through the common definition of reference data. The START Content also assists with the building of the initial layer of data required to enable the utilization of standard rules and knowledge management. **Note:** A START Content Database Guide will be provided upon execution of the PACS Purchase Order.

(c) Data standardization, data collection and process engineering has been completed by Client prior to project kickoff.
Note: Any unplanned delays to the implementation timeline arising from Client's inability to complete data standardization, data collection, and process engineering prior to the project kickoff event will require additional fees as well as initiation of the monthly support fees, it being understood that any such additional or initiation of fees shall require a Change Notice or Amendment as the case may be under Paragraph 6 (Change Notices and Amendments) of the body of this Agreement.

(d) Traditional projects require the Client to merge referential data in the production domain to the new build domain prior to the start of a new phase. If the Client requests Cerner support for this activity, such services will be defined in a Change Notice or Amendment as the case may be under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement, and will be sold on a time and materials basis to the extent applicable using the hourly rates provided for under the Agreement.

(e) The implementation project will convert Licensed Software at 1 site(s) sharing a single database environment. Multiple environments will constitute a change in scope.

(f)Th e Licensed Software functionality will be limited to the revision level available at time of project kick-off; engineering code enhancements are not within the standard scope of this project.

(g) Consideration of the installation of other Cerner Millennium® 2004 plus Production/Service Packages constitutes a change in scope. This requires a risk assessment to be conducted, and additional work effort will be defined in a Change Notice or Amendment as the case may be under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement, and will be sold on a time and materials basis to the extent applicable using the hourly rates provided for under the Agreement.

2.5 Project Team Work Space Assumptions

Subject to Paragraphs 43 (Access to County Facilities) and 44 (County Facility Work Space) of the body of this Agreement, Client will provide the following to the Cerner project team at Client's sole cost:

(a) A secure Cerner-assigned office (with door locks) for making private/conference calls for Cerner project team.

(b) Work areas with network connectivity to the 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 domains. If Client is using Citrix access, Client agrees to provide this access to each Cerner project team member.

(c) An analog line with 56k modem is required at a minimum for each Cerner project team member for dialing out on his or her laptop PC. Cerner recommends that the Client provide a high-speed DSL line or network port through the Client firewall for each associate on site, to enable access to the Internet/Cerner network using Aventail software.

(d) A phone line for each Cerner project team member assigned to the project for more than 16 hours per week for 10 consecutive weeks.

2.6 Project Management

(a) A Project Status Report (PSR) containing the project implementation status will be distributed to Cerner and Client executives on a monthly basis. The Client Project Manager and the Cerner Engagement Leader will jointly prepare the PSR.

(b) Event Activity Reports (EARs) will be created at the completion of the following project events for Traditional projects:

E01	Project Planning
E02 - E07	Project Design
E08 - E09	Build
E10	End-User Training Preparation
E11 - E15	Testing
E16 - E18	Conversion
E19	Turn Over
E20	Post Conversion Audit

(c) The Client and Cerner will meet monthly (twelve times per year), to review the status of the project implementation. The Clinical Advisory Committee establishes the tactical and operational direction of the Cerner system project. The committee is responsible for approving, confirming, and validating the design of the Cerner solutions and any recommended clinical process changes as proposed by the Cerner project team. The following is the recommended Client membership for this committee; Medical Services Bureau lead, Data Systems Bureau lead, Cerner Engagement Leader and Cerner Technical Engagement Leader.

(d) The detailed project plan will be managed in Microsoft Project. Client may update the project plan with additional information and level of detail as required.

Added by Amendment No. 2.

(e) Any changes to the project that affect major milestones, project terms, or project scope (i.e. effort to be expended) must be approved by in accordance with Paragraph 6 (Change Notices and Amendments) of the body of this Agreement, and will be documented in either the detailed project plan or the PSR or EAR as appropriate. Change in scope will be reviewed and approved based on impact to project cost, timeline and patient safety. Any changes in effort associated with the scope/milestone changes will constitute a change in scope, and any additional fees for such change in scope will be set forth in a Change Notice or Amendment as the case may be under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

2.7 **Project Implementation Team** - Cerner and Client team members are defined based on the implementation complexity and number of solutions to be installed. Project team member skill-sets and responsibilities are outlined in the SPDD. This estimate of Cerner and Client required team members might change after additional project planning. Cerner project team members will be comprised of Cerner application and technical resources. Client project team members will be identified and available within ninety (90) days after the date of the PACS Purchase Order or, if not identified and available within that timeframe, the parties agree to adjust the project timelines to account for the delay. Any such delay will be considered a change in scope subject to a Change Notice or Amendment as the case may be under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

2.8 **Cerner Responsibilities** - In addition, please refer to Attachment J-2 (PACS Phase I and Phase II), following is a list of high level project responsibilities Cerner agrees to perform (for a detailed description, please refer to the SPDD):

(a) Assist with the development of the project charter
(b) Manage the human resource functions for Cerner project team members
(c) Plan and track the project activities in a detailed project plan with Client
(d) Support the Project Readiness Assessment (kick-off) meeting(s)
(e) Assist with the development of detailed functional scope documents
(f)P erform quarterly quality control reviews (readiness assessments) for each major module
(g) Escalate any project issues in coordination with Client
(h) Support Client's detailed task execution
(i) Perform technical operational readiness assessment
(j) Support conversion of the project to production
(k) Perform post-conversion audit

2.9 **Client Responsibilities** - In addition, please refer Attachment J-2 (PACS Phase I and Phase II), following is a list of high level project responsibilities Client agrees to perform (for a detailed description, please refer to the SPDD):

(a) Develop a vision document describing Client's long term goals and objectives
(b) Identify an executive sponsor responsible for achieving vision
(c) Develop and execute the technology plan and infrastructure
(d) Conduct the Project Readiness Assessment (kick-off) meeting(s)
(e) Develop and execute an organizational change plan
(f)Dev elop and execute a Client staffing plan
(g) Manage human resource functions for Client project team members
(h) Plan and track the Project activities in a detailed project plan with Cerner
(i) Manage detailed task execution
(j) Issue escalation in cooperation with Cerner
(k) Approve detailed functional scope documents
(l) Develop and execute the training plan
(m) Coordinate third party activities and deliverables
(n) Develop and execute conversion planning within the project timeline
(o) Provide adequate conversion staffing
(p) Develop and execute a help desk for post-conversion support
(q) Validate system for production use

III. SOLUTION IMPLEMENTATION SCOPE DEFINITION

GO-LIVE SOFTWARE VERSION - for the purposes of this project implementation, Client will convert those solutions within the scope of this project on the functionality available within Cerner Millennium® 2004 plus Cumulative Production Packages that are presently in production at the time of the of the project kickoff. Any additional functionality not specifically identified herein will delay conversion, unless otherwise covered in a Change Notice or Amendment as the case may be under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

Added by Amendment No. 2.

ANNEX J-2
PACS SERVICES SCOPE DETAIL

Cerner's implementation methodology assumes the use of a starter set of base content as the foundation for the build domain for all new or existing Millennium domestic (US) engagements. **START** delivers the appropriate foundational reference data, based on the solutions being implemented. **START** Database Guides provide detailed content, specific for each solution. **START** was designed using recommended process flows and best practices. It provides clients a means to quickly realize the benefits of their Cerner solutions. The content included in **START** saves time in design. Existing Millennium clients that are adding solutions will be able to import the forms designed for **START** into their existing database. Instructions for the update of clinical content for existing clients are presented on **CERNWorks** and will be able to utilize the recommendations contained within the Solution Design and Support Guides wherever applicable. **CERNWorks** is Cerner's web based home page where content is stored and accessible by clients via the Cerner Knowledge Network (CKN).

PROVISION PACS SOLUTION SCOPE

SOLUTION/ FUNCTIONAL AREA	STANDARD SCOPE DESCRIPTION	LICENSED	IN SCOPE	PHASE
CERNER PROVISION PACS / RADNET UNIFIED SOLUTION The following scope of work represents Cerner work effort to implement 8 modalities, 2 workstations (nodes), 1 Archive and 2 gates/locations. Rollout to additional nodes and practices beyond those listed will be the responsibility of the Client. Additional Cerner Support required will result in additional implementation and installation fees, it being understood that any additional support requires a Change Notice or Amendment as the case may be under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.				
CERNER PACS COMPONENTS WITH CERNER ARCHIVE		Y	Y	1
• **ProVision PACS Archive / Gate(s)**	• Installation and initial configuration of 1 PACS Archive and 2 PACS gate(s) supporting the archiving of PACS images at 2:1 lossless compression • Database configuration • Image Cache configuration for short term and long term image store and access including PACS-centric pre-fetching if Workflow Manager is not licensed	Y	Y	1
	• Connection of 8 modalities supporting DICOM store to the archive / gates • **Note:** All modalities must comply with DICOM_3 standards to be considered in scope	Y	Y	1
• **Study Validation**	• Configuration for study validation supporting **up to 15** DICOM modalities • Cerner will perform the initial build for the auto-match criteria. Client is responsible for modifications or additional modalities (add-on's) to the auto-match criteria post conversion	Y	Y	2
• **Workflows**	• Workflows defined per solution design session • Cerner will assist with the definition of 5 workflows. Suggested workflows include: Technologist Workflow (all modalities treated the same), and Radiologist workflow. • Assistance with additional workflows will require additional work effort. Definition of additional workflows by the Client must not affect project timelines. Users may also define additional workflows individually within the solution			
	• Standalone Workflow	Y	Y	1
	• Integrated Workflow	Y	Y	2
• **Workflow Manager**	• Image management workflow manager involving automated study pre-fetch from long term to short term storage based on Client definable parameters using Discern Expert rules • Cerner will configure up to 3 pre-fetch / routing rules and train Client on the process of building workflow manager rules. Additional rules will be the responsibility of the Client	Y	Y	2
• **PACS Workstations**	• Installation and initial configuration of 1 Diagnostic Report workstations and 1 back-up report workstations • Includes installation of hardware, software, and initial monitor calibration	Y	Y	1

Added by Amendment No. 2.

ANNEX J-2
PACS SERVICES SCOPE DETAIL

SOLUTION/ FUNCTIONAL AREA	STANDARD SCOPE DESCRIPTION	LICENSED	IN SCOPE	PHASE
	• Configuration for direct access to the archive			
•	• Cerner will configure each workstation supporting the integration of RadNet RDT with the PACS image viewer application	Y	Y	2
	• Initial performance benchmarks at the PACS workstations will be gathered and documented during the installation process. Should any adverse changes occur to performance, Client will take initial responsibility to check / modify any network or system setting changes made after the performance benchmarks were documented	Y	Y	1

	• Radiologist Standalone PACS workstation training
	• Includes a week of one-on-one or small group trainings to be held onsite prior to the PACS conversion. A subsequent week of training is provided post-conversion
	• The training sessions will include the initial application configuration for radiologists attending the training
	• User configuration includes:
	  • Worklist preferences
	  • User specific presets
	  • User defined viewing protocols
	  • Toolbar and thumbnail configuration
	• Client is responsible for assigning a "Super User" to be trained during these sessions. The Super User will support the radiologists on an on-going basis
	• During the training the initial application configuration is performed at a single workstation for each radiologist participating in the training
	• Roaming profiles are recommended to propagate the preferences to multiple workstations as changes are made to the radiologist preference both pre- and post-conversion
		Y	Y	1

	• Radiologist Integrated PACS-RDT workstation training	Y	Y	2
CERNER PROVISION WEB The following scope of work represents Cerner work effort to implement ProVision Web for up to **10 named** users. Rollout to additional users or training that extends beyond the Client Master Trainer will be the responsibility of the Client. Additional Cerner Support required will result in additional Professional Services Fees.				
• **ProVision Web**	• Installation and initial configuration of ProVision Web Server hardware and layered software • **The training format for Standalone ProVision Web is Master Trainer style training**	Y	Y	1
	• Cerner will integrate the ProVision Web solution with PowerChart / PowerChart Office if Client is licensed for these solutions • If standalone Study Validation is not licensed, ProVision Web and PowerChart integration will require a Foreign System Interface (FSI) and associated services that will require additional work effort and fees • The ProVision Web solution is configurable for either thin or fat Client environments • Thin Client configuration involves an existing Citrix environment which should be evaluated for Image Distribution prior to project initiation. Services for potential Citrix environment upgrades are not included in this scope of work • Fat Client configuration requires a ProVision Web footprint on individual PC's • The services scope includes loading of the image viewing software on up to **3** nodes within the hospital or clinical environment, it does not include software distribution to individual PC's • The training format for Integrated ProVision Web is Master Trainer style	Y	Y	2

Added by Amendment No. 2.

ANNEX J-2
PACS SERVICES SCOPE DETAIL

SOLUTION/ FUNCTIONAL AREA	STANDARD SCOPE DESCRIPTION	LICENSED	IN SCOPE	PHASE
	training			
MODALITY WORKLIST MANAGER The following scope of work represents Cerner work effort to implement **8** modalities. Rollout to additional nodes and practices beyond those listed will be the responsibility of the Client. Additional Cerner Support will require additional work effort and professional services fees.				
• **Modality Worklist Manager**	• Installation and initial configuration of the Modality Worklist Server including layered software and configuration of the Service Class Provider	**Y**	**Y**	**2**
	• Worklist configuration for **8** DICOM modalities **NOTE:** To be considered in the scope of the project, the modality must be licensed with worklist software supplied from the modality vendor no later than 8 weeks prior to the mutually agreed upon conversion date • Client will be instructed on how to Design and Build Modality Work List (MWL) and will implement all modalities not completed within the agreed-upon project duration • Changes or upgrades to the modality software can adversely affect the modality worklist functionality. These changes / upgrades are considered the responsibility of the Client to manage • Assumption regarding end user training for modality worklist • The modality worklist software running at the modality is not software provided by Cerner. Client modality supplier should provide end-user training for utilizing the worklist at the scanner. Modality vendors often have a varied look and feel to the worklist software, and data that displays in the worklist can vary for different modalities. For these reasons, it is important to request modality worklist training from your modality vendor	**Y**	**Y**	**2**
TEST ARCHIVE				
• **Test Archive**	• A Test Archive (Qty 1) and integration of up to 5 modalities will be implemented	**Y**	**Y**	**1**
•	• Configuration for study validation supporting up to 5 DICOM modalities. • Cerner will perform the initial build for the auto-match criteria. Client is responsible for modifications or additional modalities (add-on's) to the auto-match criteria post conversion.	**Y**	**Y**	**2**
IBM VIA-VOICE UNIFIED VOICE RECOGNITION				
• **Voice Recognition**	• Installation and testing of the voice server • Installation and testing of the application on the Radiologist workstation • Training up to **4** hours per Radiologist • Standard scope covers implementation of **2** workstations	**Y**	**Y**	**2**

IV. STANDARD PROJECT DEFINITIONS DOCUMENT (SPDD

4.1 Introduction

Cerner's Standard Project Definitions Document (SPDD) provides supplemental information for the purpose of describing methods of delivery, project events, learning services and project roles, which are common to all Cerner implementations. Each project will contain some subset of delivery methods, learning services, CIM events and project roles based on the unique requirements of the Client and the complexity and phasing of the implementation.

As stated above, for the COUNTY project, the specific details for this project effort are set forth in Attachment J-2 (PACS Phase I and Phase II) to this Agreement. This Annex does not replace or supercede the Statement of Work contained in Attachment J-2 (PACS Phase I and Phase II) to this Agreement, but is intended as a reference document to further describe the general implementation process used for typical implementation projects. Without limiting Subparagraph 1.1 (Interpretation) of the body of this Agreement, any conflict between this Annex and Attachment J-2 (PACS Phase I and Phase II) to this Agreement shall be resolved in favor of such Attachment J-2.

Added by Amendment No. 2.

4.2 Implementation Delivery Methods and Technology Hosting Options

4.2.1 Delivery Scope and Methodology: Cerner employs two basic implementation delivery methods; the *Traditional* and *Accelerated Solutions Center (ASC)*. Projects may employ either methodology for all phases or a combination of the two. The Migration of Classic or Acquired solutions (non-Millennium) to the Millennium platform can be delivered through either of the above methodologies. The implementation delivery method for this project is Traditional – Client Build.

Traditional Client Build: Client is responsible for the design, build and testing of the solution set. Cerner takes on more of an advisory role in this methodology and provides the Client with assistance with the START database guide and knowledge transfer to 'customize' and maintain the system to meet Client specifications. The entire implementation effort takes place at the applicable County Facility and requires dedicated resources to successfully complete the project.

In the Traditional - Client Build, the Client is responsible for upgrades and maintenance of the applications unless additional Cerner services are purchased, it being understood that for the COUNTY project, only additional services related to maintenance (and upgrades, to the extent upgrades are included in maintenance as provided in Exhibit D (Schedule of Maintenance) to this Agreement) have been purchased. Without limiting Cerner's obligations to provide all Tasks, subtasks, Deliverables, goods, services and other work under the Agreement (or its warranty obligations with respect thereto), or Client's rights to accept all such work under the Agreement, Client is responsible for complete and thorough testing of the Cerner solution, including database applications, peripheral hardware, etc... Cerner provides train the trainer education; the Client is responsible for training all other Client staff (end-users).

The characteristics associated with each of these implementation approaches are listed in the following table:

SPECIFICATIONS	TRADTIONAL
Site of Build	Client
Majority of Build Responsibility	Client
Application Reference Database Maintenance (Client, unless AMS is purchased) [3]	Client
System Validation and Regression Testing	Client
Software	Licensed
Customization - Pre First Productive Use (conversion)	Unlimited [1] [2]
Customization - Post First Productive Use (conversion)	Unlimited [1] [2]
Site of Technology	Cerner
Technology Maintenance	Cerner
Level 1 Help Desk (hardware-Op sys)	Cerner
Level 2 Help Desk (Cerner app)	Client

1. Build tool certification required for Client to make modifications
2. If Client conducts the build, customization is limited to project scope

4.2.2 Technology Approach: Cerner offers two hosting options; Client Hosted and Remote Hosted. Either hosting option is supported with both implementation delivery methods. The hosting option for this project is CHO.

(a) **Client Hosting Option (CHO):** A technology approach, in which the application will be located with the server device at the host location. Systems processing, data extraction and manipulation will be processed at the applicable County Facility.

4.2.3 START Content:
Cerner's implementation methodology assumes the use of a starter set of base content as the foundation for the build domain for all new or existing Millennium domestic (US) engagements. START delivers the appropriate foundational reference data, based on the solutions being implemented. START Database Guides provide detailed content, specific for each solution. START was designed using recommended process flows and best practices. It provides clients a means to quickly realize the benefits of their Cerner solutions. The content included in START saves time in design. Existing Millennium clients that are adding solutions will be able to import the forms designed for START into their existing database. Instructions for the update of clinical content for existing clients are presented on CERNWorks and will be able to utilize the recommendations contained within the Solution Design and Support Guides wherever applicable. CERNWorks is Cerner's web based home page where content is stored and accessible by clients via the Cerner Knowledge Network (CKN).

4.3 Knowledge Transfer and Learning Services

To be successful, an implementation must incorporate the principles of adult learning, various learning methods and just–in-time delivery. A comprehensive approach that articulates multiple learning methods based on implementation approach will ensure that Client personnel establish proficiency in areas of procedural protocol, role-related application skills and technical competency.

4.3.1 **Implementation-Related Learning** is conducted through the following methods:

Formal Education (F): Knowledge transfer events and activities. Formal education events are conducted in a workshop or classroom setting by a member of the project team or a learning consultant.
Knowledge Transfer (K): Knowledge transfer events and activities that is not formal in nature. Knowledge is transferred through general consultation that occurs during the implementation or independent self-study. Activities are performed in order to enhance learning and knowledge.
Activity (A): Work or activities performed that result in Learning

The following tables list the Learning Events that are a formal education event, informal knowledge transfer or activity, as they relate to Cerner Implementation Methodology (CIM).

This table applies to Traditional implementations:

CIM PROJECT EVENTS	EVENT	CLIENT BUILD – CLIENT HOSTED
Pre-Installation Technical Audit	E00	I
Standard Technology-Based Learning tools for End-User Application Training	E01	O
Project Team Kickoff	E01	I
Discern Explorer WBT	E01	O
Millennium Overview WBT	E01	O
Solution Design	E02	I
FSI Specification Development	E03	I
Executive /End User Introduction	E04	I
Solution Demo	E04	I
Learning Plan Development Sessions Workshop	E04	I
Initial Hardware Install (If New Client)	E05	I
Create/Update Initial Software Environment	E05	I
Design Consulting Session	E06	I
Database Build Workshop	E06	I
System Validation Workshop	E06	I
Proof of Concept	E07	I
Operational Architecture	E08	I
System Management Workshop	E08	I
Inbound/Outbound Interfaces Workshop	E08	I
Complete Build And Test	E09	I
Train the End-User Trainer Workshop	E10	I
Help Desk Training	E10	O
Database Maintenance and Troubleshooting Workshop	E11	I
Peripherals Installation	E12	I
Integration Testing	E13	I
Production Testing	E15	I
Technical Operational and First Productive Use (conversion) Readiness	E14&16	I
Parallel Test	E17	I

Added by Amendment No. 2.

ANNEX J-2
PACS SERVICES SCOPE DETAIL

CIM PROJECT EVENTS	EVENT	CLIENT BUILD – CLIENT HOSTED
First Productive Use (conversion)	E18	I
Client Service Transition	E19	I
Post First Productive Use (conversion) Audit	E20	I
Continuing Education/Certification	E20+	O

I = Included in implementation fees or additional learning services
O = Optional (additional fees apply)
NA = Not applicable based on implementation methodology

4.3.2 **Learning Tools and Services**

A. STANDARD TECHNOLOGY-BASED LEARNING TOOLS (TBLT) AND WEB-BASED TRAINING (WBT FOR END-USER APPLICATION TRAINING (ALL EVENTS)

Note: Please refer to Exhibit B (Schedule of Payments) and the Attachments thereto, in each case, to the Agreement, for pricing details regarding the specific Learning Services and tools purchased.

General Terms:

- All TBLTs are shipped and billed upon contract signing regardless of phasing
- All TBLTs remain the sole and exclusive property of CVU Learning Services, and may only be used as detailed in this document
- Client may use, duplicate and distribute the TBLT to its intended audiences within the Client's facilities and the facilities of Client constituents as defined in the Agreement
- Unless TBLTs are purchased as a subscription, the outright purchase of any TBLT allows Client to use the TBLT in perpetuity, however, in order to receive updates whether application related or operating system related, Client will be billed annual for support fees starting one year from date of shipping
- Use of the TBLT is licensed for one facility only, unless otherwise specified in Exhibit M (Supplemental License Provisions) to the Agreement.
- WBTs must be installed to run from a web server. If appropriate network support exists, an end-user can submit a WBT performance-based assessment score to a central database in support of the Client's training management operations. Users can also print assessment results to the local "default" Windows printer.

a. Standard Application TBLT and WBT Subscription Terms:

Occurs: Throughout project
Location: Applicable County Facility
Duration: Variable
Conducted by: Self Study
Required participants:

- End-users and Client project team members

Purpose:

- Teach the most commonly installed set of functionality and features
- Meet training requirements for JCAHO and other regulatory agencies
- Ensure quality and consistency in providing application instruction to end-users
- Assess end-user proficiency with applications through learning assessment and skills measurement
- Be used as a Client project team member pre-requisite to the design and build education event
- Support the change management process as well as a communication tool to help "market" the upcoming application First Productive (conversion)

- Each Client's application will be different, based on which features are chosen, above and beyond that common set and any process changes that accompany the introduction of a new application. As such, clients will want to provide supplemental training that covers their specific features and processes. This can be done with training manuals, job aids or through customization of the TBLTs

b. Discern Explorer WBT (E01) Optional – Not purchased.

Note: Please refer to the Exhibit B (Schedule of Payments) and the Attachments thereto, in each case, to the Agreement, for pricing details regarding the specific Learning Services and tools purchased.
Occurs: During project planning, prior to database build (E06)
Location: Applicable County Facility
Duration: 20 hours
Conducted by: Self Study
Required participants:
- 1-2 members from Client IS staff

Purpose:
- Educate Client on how to write simple queries and reports

Discern Explorer WBT Terms:

- The computer-based training is built using Click2learn ToolBook II Instructor and can be installed to run from a CD-ROM, local hard drive, or network server via Windows Terminal Services/Citrix MetaFrame.
- Standard Windows installation is required in order to run correctly. Running a CBT without a proper install is an unsupported process that is out of the scope of Attachment J-2 (PACS Phase I and Phase II) and this Annex.

c. Millennium Overview WBT (E01) Optional – Not purchased.
Note: Please refer to the Exhibit B (Schedule of Payments) and the Attachments thereto, in each case, to the Agreement, for pricing details regarding the specific Learning Services and tools purchased.
Occurs: 2-3 weeks after the project planning and project team kick-off
Location: Applicable County Facility
Duration: 24 hours (3 days)
Conducted by: Self Study
Required Participants:
- Client personnel responsible for designing, building and/or maintaining the system. All project team members are invited to attend.

Purpose:
- Identify each tier of the architecture
- Describe how data is saved and retrieved within the architecture
- Identify common attributes of the HNAM data models
- Describe basic relational database concepts
- Explain the benefits of the person-centric HNAM database
- Describe match and reconcile process and related concepts – alias and alias pool
- Describe key definitions of the common terms and concepts

B. Training Services

a. Help Desk Training (E10) Optional – Not purchased.

Occurs: Prior to First Productive Use (conversion)
Location: Cerner World Headquarters or Applicable County Facility
Duration: 3 days
Conducted by: Enterprise Learning Consultants or Qualified Cerner project team members
Required participants:
- Help Desk personnel

Purpose:
- Issues management
- Create decision tree for troubleshooting

- Identifying most common help desk requests
- Asking open questions
- Root cause analysis for asking questions
- Tracking issues

Cerner Responsibilities:

- Conduct one Help Desk Training Event

Client Responsibilities:

- Attend Help Desk Training Event

b. Continuing Education and Certification (E20) Optional – Not purchased.

Note: Please refer to the Exhibit B (Schedule of Payments) and the Attachments thereto, in each case, to the Agreement, for pricing details regarding the specific Learning Services and tools purchased.

Occurs: During or following First Productive Use (conversion)

Location: Cerner world headquarters or Applicable County Facility

Duration: Variable based on class

Conducted by: Client Instructors, Learning Consultants or Certified Authorized Instructors

Required participants:

- Client staff responsible for support and maintenance of Cerner Systems

Purpose:

- Improving and enhancing performance through use of Cerner applications
- Build competency with Cerner systems among new Client IT personnel

Terms:

- If continuing education dollars are indicated in the Client's statement of work, they represent an allocation of dollars that can be applied to classes required for certification track or any other courses conducted by CVU. Actual price of continuing education will vary based on type of course (on-site, CVU, distance learning) or ability to test-out of a course (thereby forgoing attendance of the course), previous courses attended and the then current rate for the course attended.
- If specific courses are identified in the PA, they are for attendance of courses at CVU for one person unless otherwise specified in the Client's statement of work.
- If pre-requisites are required prior to course attendance, successful completion of the pre-requisite course or the pre-requisite course test-out must occur prior to course attendance. Education conducted as part of an implementation by a Cerner project team member or other Cerner associate, will not be counted toward pre-requisites or certification courses.
- Courses conducted on-site have a maximum participation limit of 12 attendees and in most instances require a BDS or other environment that must be supplied by the Client.
- Payment is required at the time of registration. Acceptable forms of payment include P.O., Credit Card or Check. Upon completion of the course, CVU Learning Services will submit to the Client an invoice for the total fee in order to reconcile invoice amount with upfront payment. In the event that a P.O. is provided, payment is expected within 30 days of the invoice date.

1. **Cancellation Fees for Scheduled Cerner Education Events:**
   - Cancellation 3+ weeks before the class: No fee
   - Cancellation 2-3 weeks before the class: 50% of the course fee will be charged
   - Cancellation 0-2 week before the class: 100% of the course fee will be charged. This includes no-shows and drops during the course

2. **Cancellation of Non-Cerner Courses:**
   Courses taught by non-Cerner personnel have a strict NO REFUND policy for any cancellations.
   Currently, this applies to the following courses:
   - AIX Host Training, VMS Host Training, AIX Advanced System Management, and VMS Advanced System Management. Cancellation of enrollment in these courses, at any time, will result in a fee equal to the cost of the course
   - If Cerner cancels any of the scheduled education events less than 3 weeks prior to the event, the Client will get a 50% discount on the re-scheduled cost of the event.
   - This 50% discount may not be used towards any other on-site training or classroom based event conducted by Cerner Corporation

C: CERNER IMPLEMENTATION METHODOLOGY EVENT AND ACTIVITY DESCRIPTIONS

3.1 Traditional CIM Methodology

Pre-installation Technical Audit (E00)

Occurs: Prior to project kick-off
Location: Applicable County Facility and Cerner
Duration: 40 hours
Conducted by: System Engineer

Required participants:
- Client technical staff

Purpose:
- Confirm hardware and facilities installation
- Confirm operating system installation
- Confirm layered software

Cerner Responsibilities:
- "Pre-installation audit checklist for AIX" or "Pre-installation audit checklist for VMS" and "Pre-installation audit for workstation/file server."

Client Responsibilities:
- Construct physical site
- Install operating system on appropriate hardware with Cerner specific configuration*
- Install layered software*

Project Team Kickoff (E01)

Occurs: Beginning of project
Location: Applicable County Facility
Duration: 8 hours
Conducted by: Engagement Leader

Required participants:
- All Client team project members
- Cerner project team members

Purpose:
- Introduce the project approach
- Define project roles and responsibilities for project team members
- Develop project vision
- Review Client education events
- Discuss user readiness strategy
- Define functional scope
- Review project policies and management tools

Cerner Responsibilities:
- Assist in development of a project plan
- Own Cerner project staffing plan and consult in Client staffing plan
- Consult with Client to develop a learning plan
- Consult on scheduling and timing of implementation events
- Develop Functionality Questionnaire
- Propose project charter
- Perform Technical Operational Readiness Assessment
- Update Technical Delivery Requirements (TDR)
- Deliver data collection worksheets
- Complete Event Activity Report

Client Responsibilities:
- Ownership for update and maintenance of the project plan
- Develop a learning plan
- Develop Client staffing plan
- Develop schedule for implementation events
- Provide input on functionality questionnaire

- Validate or modify project charter
- Complete data collection worksheets
- Sign Event Activity Report

Solution Design (E02)

Occurs: 1-4 weeks post project planning
Location: Applicable County Facility
Duration: 8-16 hours
Conducted by: Integration Architect, Solution Architect or Solution Delivery Consultant

Required participants:

- All Client team project members, per application
- Cerner project team members

Purpose:

- Introduce the defined project approach
- Develop the Cerner solution database and processes to be delivered
- Document the Solution Design for use in database build
- Establish dates for project review; project kick-off, FSI specification, hardware platform and software installation.
- Sign-off on solution design assessment

Cerner Responsibilities:

- Conduct Solution Design Assessment sessions (SDA)
- Review Process Questionnaires
- Deliver and consult on Solution Packets for all products
- Consult on dates for project review, project kick-off, FSI specification, hardware platform and software installation

Client Responsibilities:

- Complete Solution Design Assessment Document (SDA)
- Complete Process Questionnaires
- Document existing Departmental processes (Current State Analysis)
- Define and establish measurements for improvement
- Identify process improvement opportunities
- Complete Data Collection Worksheets
- Complete Solution Packets for all products

FSI Specification Development (E03)

Occurs: 3-4 weeks into implementation
Location: Applicable County Facility
Duration: 4 hours, minimum
Conducted by: Interface Architect

Required participants:

- Interface Architect, Integration Architect, Client IT, Client vendor

Purpose:

- Introduce and review all project considerations with the primary project team and representatives from the non-clinical supporting organizations, such as FSI, CDI and Engineering
- All foreign system interfaces must be based on the Cerner Universal Interface Specifications following HL7 standard and TCP/IP communications protocols, and will conform to the version of the Cerner Universal Interface Specification to be implemented. Custom scripting services constitute a change in scope
- This implementation will consist of Cerner's standard scope except where otherwise indicated. Refer to the System Integration section for specific interfaces included within the implementation scope. Refer to the Historical Upload section for specific historical uploads included within the implementation scope. Refer to the Clinical Device section(s) for specific clinical devices included within the implementation scope
- One 4 hour specification meeting will be held for each interface or historical upload to or from the Cerner System

Cerner Responsibilities:

- Meet with vendors and Client to define interface requirements
- Assist with the documentation of Interface Specifications with Client, vendor, and project management

Client Responsibilities:

- Organize meetings with vendors to define interface requirements
- Participate in interface specification meetings
- Document/Review and approve interface specifications

Executive/End-User Introduction (E04)

Occurs: 6-8 weeks post project planning
Location: Applicable County Facility
Duration: 8-16 hours
Conducted by: Engagement Leader on both Client and Cerner project teams

Required participants:

- All Client team project members and stakeholders
- Cerner project team members

Purpose:

- Introduce the defined project approach
- Present project roles and responsibilities for project team members
- Present project vision
- Present the Cerner solution to be delivered
- Review Client education events
- Discuss user readiness strategy
- Review project policies and management tools

Cerner Responsibilities:

- Facilitate Executive / End-user Introduction meeting
- Conduct Solution demonstration for all solutions licensed by Client
- Outline Learning Strategy Development Workshop process

Client Responsibilities:

- Ensure appropriate Client personnel attend project kickoff meeting
- Provide necessary facilities and a/v equipment to support meeting
- Complete Millennium Overview WBT (if purchased)

Solution Demo (E04)

Occurs: During Executive/End-User Introduction or shortly thereafter. Conducted before Design Consulting Session with a focus on processes
Location: Applicable County Facility
Duration: 30 minutes to 2 hours per application
Conducted by: Solution Delivery Consultant

Required participants:

- Appropriate Client team members

Purpose:

- Provide Client an overview of the system's potential
- Provide Client an opportunity to see the impact of design decisions
- Allows Client and Cerner project teams to monitor progress during the build process
- Can assist Client in writing test scripts

Learning Plan Development Sessions Workshop (E04)

Occurs: During Executive/End-User Introduction
Location: Applicable County Facility
Duration: 160 hours for more than one Solution, 80 hours for one Solution, and a portion of the hours will be on-site with the remainder conducted at Cerner. Work conducted at Cerner may include, but is not limited to pre-assessment, planning, delivery and post course work
Conducted by: Learning Consultant

Required participants:

- Cerner Engagement Leader or Integration Architect
- Client Project Manager
- Client Nurse Manager

- Client Executive Sponsor
- Client Education Team

Purpose:

- Identify learning needs for each audience (learning gap analysis)
- Develop an education plan based on learning gap
- Perform resource gap analysis
- Complete learning plan benefits document
- Define support team role
- Risk identification and management
- Distribute learning materials and job aids
- Establish a post-First Productive Use (conversion) learning plan
- Create an issue management flowchart

Cerner Responsibilities:

- Consult with the Client to develop an end-user training plan

Client Responsibilities:

- Provide appropriate resources to attend sessions
- Define Standard Operating Policies and procedures for organization
- Develop end-user training plan
- Develop end-user training documentation
- Develop end-user training exercises
- Schedule and perform end-user training

Initial Hardware Install (E05)

If RHO, please consult application Data Services (ADS) Agreement for additional information

Occurs: At time Cerner Software Installation (Initial System Setup)

Location: Applicable County Facility

Duration: 4 hours

Conducted by: System Engineer

Required participants:

- Cerner Technical Engagement Leader
- Client System Manager
- Client Database Administrator
- Client Workgroup Administrator

Purpose:

- Review Pre-Installation Audit
- Discuss Drive Layout and Directory Structure
- Distribute Installation Guides to Client technical team
- Review Production/Service Package Distribution Process
- Introduce Cerner's recommended backup procedures
- Review Client Technical Curriculum Map

Cerner Responsibilities:

- Install data center hardware purchased through Cerner
- Provide Client with Hardware Configuration Document
- Verify that the hardware is installed according to configuration
- Provide Client basic hardware maintenance training
- Conduct one Cerner Millennium system management workshop
- Provide pre-First Productive Use (conversion) project support
- Provide one training course for Client technical resources on fundamental support tasks
- Provide Client the Technical Architecture Schematic

Client Responsibilities:

- Provide Cerner project team with a data center map
- Prepare designated facilities for installation of hardware and peripheral devices
- Install all hardware not supplied by Cerner
- Design, implement and manage technical architecture and infrastructure, to include data center, relational database, network and distributed desktop
- Update the configuration after installation of any incremental hardware

Create/Update Initial Software Environment (E05)

Part of Initial Certification and Engineering Fees

For Remote Hosted Option (RHO), please see Application Data Services (ADS) Agreement for additional information

The Compaq-Alpha or IBM-RS6000 (Cerner Millennium) platform will be used as the foundation for running Cerner applications included in the scope of Attachment J-2 (PACS Phase I and Phase II) and thisAnnex. The project will not include the installation of subsequent release versions of software beyond what is identified in this document. Installation of new release versions of software will constitute a change in scope.

Occurs: At time Cerner of Hardware Installation if new system or immediately upon receipt of software if hardware exists (Initial System Setup)

Location: Applicable County Facility

Duration: 170 hours

Conducted by: System Engineer

Required participants:

- Cerner Technical Engagement Leader
- Client System Manager
- Client Database Administrator
- Client Workgroup Administrator

Purpose (typically create 3 standard domains):

- PROD - The PRODuction domain
- CERT – A copy of the PRODuction domain used to certify fixes and minor modifications to the PRODuction environment before they are installed in PROD (This domain is not required until the first go-live)
- BUILD – The domain where new functionality is built and tested

Create Optional Domains: (Additional domains are available for additional service fees)

- BDS (Basic Data Set) – The domain that Cerner has created on CD for clients to see a sample database work (This domain is only required sporadically during the implementation)
- TRAIN – The domain where end-user training occurs
- MERGE – The domain functionality in BUILD is integrated with PROD to simulate a go-live prior to the actual go-live. Integration Testing is completed in this domain (This domain is only required during an integration test cycle- additional implementation service fees will apply for a database merge)

Cerner Responsibilities:

- Review a Cerner Millennium Pre-Installation Audit for AIX or VMS
- Create/update software environment(s)
- Provide pre-First Productive Use (conversion) project support
- Demonstrate installed Cerner software to Client

Client Responsibilities:

- Provide Cerner project team with a data center map
- Prepare designated facilities for installation system software and Cerner software
- Install all layered software not supplied by Cerner
- Develop and implement a system backup strategy
- Design tape library

Design Consulting Session (E06)

Occurs: Prior to database build (Optional based on solution)

Location: Applicable County Facility

Duration: 24 hours (3 days)

Conducted by: Solution Architect or Solution Delivery Consultant

Required participants:

- Client personnel responsible for the design of the Cerner solution (independent of whether the Client is responsible for building the database)

Purpose:

- Provide Client an opportunity to analyze the current state results, factor in identified areas of improvement opportunities and to begin consideration of future state design processes
- The Core Design Consulting session provides the knowledge necessary to begin the design of core processes
- Course content includes Patient Registration, Order Management, Charting, Workload, Charge Capture, Data Archive Management and Security

Cerner Responsibilities:
- Provide Client with workshop to understand design considerations

Client Responsibilities:
- Attend workshop, understand design considerations, make decisions on database and processes

Database Build Workshop (E06)

Occurs: After Solution Design is complete and approved (Education should occur on a just-in-time basis and Database Build Workshop only provided if Client is doing the database build)

Location: Applicable County Facility

Duration: 4 hours

Conducted by: Solution Architect or Solution Delivery Consultant

Required participants:
- Client personnel responsible for building the database
- The Client Project Manager and representatives from the Client IS team

Purpose:
- Introduce Client to Cerner's database building tools and how to effectively utilize them for building purposes
- Define the "order of the build" for the application
- Populate the database tables with valid information
- Define "sample database" for demonstrating "Proof of Concept"
- Define a review process for monitoring and controlling the database build

Cerner Responsibilities:
- Review data collection worksheets
- Review Pre-Contract Scope Assessment
- Review Solution Packet
- Supply START database design and content
- Build sample of Cerner application database
- Conduct System validation workshop
- Build FSI scripts (from Cerner-specified format to Cerner System)

Client Responsibilities:
- Review data collection worksheets
- Review Pre-Contract Scope Assessment
- Review Solution Packet
- Validate START database design
- Validate design considerations for FSI build
- Ensure compliance of 3rd party for foreign systems interfaces
- Interface construction (from foreign systems to Cerner-specified format)
- Development of the interface installation plan
- Interface testing

System Validation Workshop (E06)

Occurs: After the "sample build" of the database is completed

Location: Applicable County Facility

Duration: 8 hours

Conducted by: Solution Delivery Consultant or Integration Architect

Required participants:
- All Client team members who will be responsible for conducting system testing
- Client personnel who assisted in the design and build of the system

Purpose:
- Provide recommendations to Client regarding testing
- Transfer testing responsibilities to the Client
- Identify the government agencies which will play a role in system validation testing
- Create a test plan which includes recommended components
- Design drafts of testing scripts
- Identify components of an issue tracking process

Cerner Responsibilities:
- Provide discussion on system validation

Added by Amendment No. 2.

Client Responsibilities:

- Development of test scripts to use during testing
- Complete and thorough testing of all database, system, network, etc. for the Cerner solution
- Documentation of complete and thorough testing

Proof of Concept (E07)

Occurs: After the sample build is complete

Location: Applicable County Facility or Cerner World Headquarters (Kansas City, MO, USA)

Duration: 3-5 days

Conducted by: Solution Architect and Integration Architect

Required participants:

- Client project team members empowered to make decisions in regards to database design and use of the Cerner solution

Purpose:

- Demonstrate the sample build and identified design decisions to the Client for sign-off
- Review all aspects of the sample build to demonstrate functionality of system and design decisions implemented as proof that the system will deliver appropriately
- Apply best practices
- Once experienced personnel have completed the current state analysis, design decisions can be identified and presented to the Client

Cerner Responsibilities:

- Assist with the Demonstration of functionality and discuss application prototype design
- Complete Event Activity Report

Client Responsibilities:

- Schedule, participate/attend/demonstrate application demos
- Provide written feedback on prototype applicability
- Review, approve, and sign off on prototype design in Event Activity Report

Operational Architecture Workshop (E08)

Occurs: 2 months after hardware installation

Location: Applicable County Facility

Duration: 2-3 days

Conducted by: Technical Engagement Leader

Required Client participants:

- IS Director
- Manager of Database Administrators
- System Manager
- Workgroup Administrator

Purpose:

- Assist Client team in identifying the need for service level agreements, policies, procedures and operational strategies in day-to-day system operation

Cerner Responsibilities:

- Conduct one Operational Architecture Workshop
- Conduct one System Management Workshop

Client Responsibilities:

- Attend Operational Architecture Workshop
- Attend System Management Workshop

System Management Workshop (E08)

Part of Initial Certification and Engineering Fees

Occurs: Approximately 2-3 months into the project

Location: Applicable County Facility

Duration: 40 hours, including preparation time

Conducted by: Technical Engagement Leader and System Engineer

Required participants:

- Client DB Administrator

- Client System Administrator
- Client Desktop Administrator

Purpose:

- Define Role & Responsibilities of Client Technical team
- Review HNA Millennium Technical Architecture
- Discuss Cerner Standards & Terminology
- Review System Management Tools
- Review HNA Millennium Database Architecture
- Discuss Database backup and recovery strategy
- Review Database Management tools
- Discuss Cerner Desktop Manager (CDM)
- Review HNA Millennium Operations (i.e. Ops View Scheduler)
- Assist Client in the build of a Domain (Approximately 1 week)

Cerner Responsibilities:

- Conduct one System Management Workshop

Client Responsibilities:

- Attend System Management Workshop

Inbound/Outbound Interfaces Workshop (E08)

Occurs: 1-2 weeks prior to the interfaces being implemented
Location: Applicable County Facility
Duration: 3-4 hours
Conducted by: System Engineer - FSI

Required participants:

- Client Application Analyst
- Client technical team

Purpose:

- Communicate the data flow of the interface
- Overview of the interface diagram
- Communicate the troubleshooting methodology
- Define the utilities used in troubleshooting the interface
- Communicate the procedures for logging a service request for the IRC/IAC

Cerner Responsibilities:

- Conduct one Inbound/Outbound Interfaces Workshop

Client Responsibilities:

- Attend Inbound/Outbound Interfaces Workshop

Complete Build and Test (E09)

Occurs: After the Proof of Concept Event is completed and Client signs off on Proof of Concept
Location: Applicable County Facility, if Client completing the build; remote, if Cerner completing the build
Duration: Until build is complete
Conducted by: Solution Architect or Solution Delivery Consultant

Required Participants:

- Client personnel responsible for building the database
- The Client Project Manager and representatives from the Client IS team
- Client Subject Matter experts

Purpose:

- Provide solution build and unit test knowledge transfer for Core and all licensed Cerner Millennium solutions
- Provide concentrated unit testing concepts

Cerner Responsibilities:

- Complete core and solution build
- Complete Foreign System Interface(s) - (from Cerner-specified format to Cerner System)
- Assist in Unit testing
- Assist in System testing
- Complete Event Activity Report

Client Responsibilities:

- Validate core and solution build
- Complete Foreign System Interface(s) - (from foreign systems to Cerner-specified format)
- Perform Unit testing
- Perform System testing
- Review, approve, and sign Event Activity Report

Train the End-User Trainer (Application Training) Workshop (E10)

Occurs: After the First Productive Use (conversion) Readiness Review is completed (should occur on a just-in-time basis, but allow the Client's trainers appropriate time to develop end-user training materials)

Location: Applicable County Facility

Duration: 2-5 days

Conducted by: Solution Delivery Consultant

Required participants:

- Designated Client end-user trainers. These individuals should have good computer skills, effective presentation and communication skills and be quick to learn new concepts
- Trainers should be additional resources to the database builders (i.e., NOT the same individuals should be building and testing the database AND training end-users

Purpose:

- Provide solution education to the designated Client end-user trainers
- Introduce the Client trainers to the role of the solution in the HNA
- Identify the work steps that support the workflow process in the respective department
- Assist the Client trainers in developing effective facilitation skills
- Practice teaching

Cerner Responsibilities:

- Provide Train the Trainer Training
- Provide sample materials and exercises for Train the Trainer Training
- Complete Event Activity Report

Client Responsibilities:

- Provide Trainers who are proficient in PC and Windows Skills
- Provide adequate training facilities (one PC per person)
- Schedule Training
- Perform end-user training (Note: Client is responsible for all end user training)
- Review, approve, and sign Event Activity Report

Database Maintenance and Troubleshooting Workshop (E11)

Occurs: During or following First Productive Use (conversion)

Location: Applicable County Facility

Duration: 3-5 days

Conducted by: Solution Delivery Consultant, or Learning Consultant

Required participants:

- Client roles who will be responsible for maintaining the database, by application
- Application analysts

Purpose:

- Learn to manage the database by adding users, printers, event codes, etc…
- Understand which changes can be made to the application pre- and post-First Productive Use (conversion)
- Understand how to troubleshoot database issues during build and testing, etc.
- Understand what tasks will be supported and maintained by Cerner and which by the Client.

Cerner Responsibilities:

- Conduct one database maintenance and troubleshooting workshop

Client Responsibilities:

- Attend database maintenance workshop
- Attend troubleshooting workshop
- Develop change control procedures and documentation
- Train users and Cerner project team on change control procedures
- Implement change control procedures
- Maintain testing issue tracking list

ANNEX J-2
PACS SERVICES SCOPE DETAIL

Peripheral Installation (E12)

Occurs: Following the System Management Workshop
Location: Applicable County Facility
Duration: 16 hours
Conducted by: Technology Engineer

Required participants:
- Client System Manager

Purpose:
- Provide on-site Client training for the set-up of one peripheral device of each type

Cerner Responsibilities:
- One peripheral set-up workshop (for each type of peripheral device)
- Clinical device workshop

Client Responsibilities:
- Attend peripheral set-up workshop
- Attend medical device workshop
- Set up and deploy medical device interfaces
- Complete installation of all peripheral devices

Integration Testing (E13)

Occurs: After database build completed
Location: Applicable County Facility
Duration: 4-6 weeks
Conducted by: Client project team

Required participants:
- Client project team, Integration Architect, Solution Delivery Consultant

Purpose:
- Exercise all licensed Clinical Information System features and functionality
- Confirm validity and fitness of Client Integration Test plans
- Validate all standard operating procedures (SOP) and End-User training prior to First Productive Use (conversion)
- The Integration and Parallel Test scripts will be executed to successful completion no more than two times per phase, unless otherwise agreed upon by Cerner and the Client

Cerner Responsibilities:
- Provide sample application testing report
- Provide sample operational testing report

Client Responsibilities:
- Develop Integration Test Scripts
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results
- Document operational testing results
- Update issues list with any unresolved integration test findings

Production Testing (E15)

Occurs: 3-4 weeks prior to go-live
Location: Applicable County Facility
Duration: 2-3 weeks
Conducted by: Client

Required participants:
- Client IT, System Engineer, Solution Delivery Consultant, System Engineer - FSI

Purpose:
- Verify overall Client system fitness for production use
- Confirm Client End-User functional readiness
- Validate the quality and adequacy of the Client's standard operating procedures (SOP)

- Develop an understanding of the Client's process flow as it integrates with the Clinical Information System
- Identify any additional changes required for operations, training, policy and procedures, or system management

Cerner Responsibilities:

- Assist with historical upload
- Complete Event Activity Report

Client Responsibilities:

- Conduct volume testing
- Conduct performance testing
- Validate pre-First Productive Use (conversion) benchmarks
- Perform and test historical upload
- Implement Cerner recommended changes for operations, training, policies and procedures, or system management
- Review, approve, and sign Event Activity Report

Operational and Technical Readiness and First Productive Use (Conversion) Readiness (E14&E16)

Part of Initial Certification and Engineering Fees

Occurs: Approximately 90-120 days prior to First Productive Use (conversion)

Location: Applicable County Facility

Duration: Variable

Conducted by: Integration Architect or a Technical Engagement Leader

Required participants:

- Integration Architect
- Engagement Leader
- Technical Engagement Leader
- Client counterparts to the IA, EL and TEL

Purpose:

- Provide an opportunity for Client project members to focus time and resources on preparing for a successful First Productive Use (conversion)
- Uses an "Action Learning" strategy to help project teams understand First Productive Use (conversion) issues and take the necessary steps to ensure a successful and timely First Productive Use (conversion)
- Covers System Validation, Change Controls, Merge, Environment/Domain Strategy, First Productive Use (conversion) Guide and Operational Readiness
- Discuss transition to Cerner Support

Terms:

- The project will include no more than two mock First Productive Use (conversion) s per phase, unless otherwise agreed upon by Cerner and the Client in accordance with Paragraph 6 (Change Notices and Amendments) to the body of this Agreement.
- Client personnel are responsible for developing and executing a performance test, and completing any performance tuning based on the outcome of the performance test
- Client personnel are responsible for developing and executing an operational readiness test, and completing any changes in help desk procedures based on the outcome of the operational readiness test
- The recommended day for is early in the week (Monday or Tuesday). All First Productive Use (conversion) as part of this project implementation will take place on weekdays and non-Cerner holidays. If Client requests a First Productive Use (conversion) on a Saturday, Sunday or Cerner Holiday, per section 4.5 of the Basic Terms and Conditions, Client will be charged a $15,000 premium for that First Productive Use (conversion) event, it being understood that this will require a Change Notice or Amendment as the case may be under Paragraph 6 (Change Notices and Amendments) of the body of this Agreement.
- Cerner will provide 72 hours of on-site First Productive Use (conversion) support according to the work effort estimate for each solution, in this Annex. Validation of the total hours required for First Productive Use (conversion) support as well as their distribution will be determined 60 days prior to First Productive Use (conversion) between Cerner and Client. This First Productive Use (conversion) support will cover all shifts when applicable
- The Cerner support team will typically provide "control center" expert support. Client will support the end users on the floor. Cerner and Client will mutually determine the extent of Cerner coverage outside the control center during First Productive Use (conversion)

Cerner Responsibilities:

- Provide Technical Operational readiness checklist

- Consult with Client to develop a First Productive Use (conversion) plan
- Conduct First Productive Use (conversion) readiness assessment
- Conduct technical readiness assessment
- Conduct application readiness assessment
- Consult on Mock First Productive Use (conversion) Plans
- Consult on Operations Test Plans
- Support cut-over to production

Client Responsibilities:

- Provide technical staff and support for Cerner technical operational readiness assessment
- Develop and document schedule of operations jobs
- Confirm training of all operators
- Implement Cerner First Productive Use (conversion) and technical readiness recommendations
- Develop and validate First Productive Use (conversion) plan
- Define data First Productive Use (conversion) needs
- Plan and conduct Mock First Productive Use (conversion)s
- Define and acquire appropriate testing tools
- Conduct operations test
- Perform data First Productive Use (conversion)
- Define and provide cut-over staffing resources
- Document any system post First Productive Use (conversion) issues

Parallel Test (E17)

Occurs: 1-3 weeks prior to First Productive Use (conversion)
Location: Applicable County Facility
Duration: 1-2 weeks (NON-continuous)
Conducted by: Client

Required participants:

- Client project team, Client end-users, Cerner project team to support

Purpose:

- Verify overall Client system readiness for production use
- Confirm Client End-User functional readiness
- Validate the quality and adequacy of the Client's standard operating procedures (SOP)
- Develop an understanding of the Client's process flow as it integrates with the Clinical Information System
- Identify any additional changes required for operations, training, policy and procedures, or system management

Cerner Responsibilities:

- Consult with Client to develop a parallel testing plan
- Provide parallel testing report samples

Client Responsibilities:

- Confirm system, peripheral devices, CDI and FSI interfaces are prepared to support the Parallel Test
- Conduct parallel test plan meeting to outline plan for all users
- Provide list of super-users and contact numbers to user community
- Develop parallel test plan
- Conduct parallel test
- Confirm there are no outstanding issues that would delay First Productive Use (conversion)

First Productive Use (Conversion) (E18)

Occurs: After satisfactory testing of all Cerner system and components AND satisfactory Parallel test
Location: Applicable County Facility
Duration: 3-5 days
Conducted by: Client

Required participants:

- Client project team, Cerner project team

Purpose:

- Convert all licensed products for production use

Key Assumption: Client will be wholly responsible for the roll out of Cerner applications software to additional Applicable County Facilitys as permitted through the scope of use agreement.

Cerner Responsibilities:

- Consult with Client to develop First Productive Use (conversion) plan
- Production environment preparation
- Support pre-First Productive Use (conversion) upload
- Support First Productive Use (conversion) of applications to productive use
- Complete Event Activity Report

Client Responsibilities:

- Validate First Productive Use (conversion) plan
- Confirm system, peripheral devices, CDI and FSI interfaces are prepared to support the First Productive Use (conversion)
- Conduct First Productive Use (conversion) plan meeting to outline plan for all users
- Execute First Productive Use (conversion) plan
- Document First Productive Use (conversion) issues
- Review, approve, and sign Event Activity Report

Client Service Transition (E19)

Occurs: 30 days post-First Productive Use (conversion)
Location: Conference Call
Duration: 1 hour
Conducted by: Engagement Leader

Required participants:

- Client project team, Engagement Leader, Client Manager, IRC representative, IAC representative

Purpose:

- Introduce Cerner's Client Service Support Team
- Transition Client support from Cerner project team to Client service support team (Client Manager, Immediate Answer Center, Immediate Response Center)
- Introduce Cerner's Catalog of Service offerings available to converted clients

Cerner Responsibilities:

- Set up meeting to transition application support from Cerner project team to Cerner Client services
- Complete Cerner portion of Client Service Transition documentation
- Complete Event Activity Report

Client Responsibilities:

- Assume system production support
- Complete transition document
- Complete Client portion of Client Service Transition document
- Complete Post-First Productive (conversion) survey
- Review, approve, and sign Event Activity Report

Post-First Productive Use (Conversion) Audit (E20)

Occurs: This review will be conducted 90 - 120 days after First Productive Use (conversion) of the system to complete the first measurement of benefits against the original baseline
Location: Applicable County Facility
Duration: 3 days
Conducted by: Cerner project team

Required participants:

- Client project team, Cerner project team

Purpose:

- Review overall utilization of all licensed Cerner products with the Client's environment
- Assess solution support of business and operational functions within all converted departments
- Evaluate process and workflow enhancements, as well as benefits realized

Cerner Responsibilities:

- Conduct detailed Post-First Productive Use (conversion) audit for converted licensed products and departments
- Provide on-site, expert solution and process optimization consulting
- Post First Productive Use (conversion) audit document
- Complete Event Activity Report

Client Responsibilities:

- Implement process changes, recommendations, etc.
- Review, approve, and sign Event Activity Report

D: ROLE DESCRIPTIONS

For this project, the applicable of the Client roles listed below are (a) for Phase I, (i) the Infrastructure Client Team includes a Project Manager, (ii) the Phase 1 ProVision PACS Enterprise Image Management Team includes a Project Manager, an Application Analyst and a Subject Matter Expert, and (iii) the Phase 1 ProVision Web Client Team includes a Project Manager, an Application Analyst and a Subject Matter Expert and (b) for Phase II, (i) the Infrastructure Client Team includes a Project Manager, and (ii) the Phase 2 ProVision PACS Enterprise Image Management Team includes a Project Manager, an Application Analyst and a Subject Matter Expert.

APPLICATION ANALYST (CLIENT ROLE)

Primary Client departmental/functional resource dedicated to building, testing and converting the application database. The Client application analyst is a member of the end-user department/function in which the solution is being implemented. This resource is assigned full-time to the department/functional team. There may be multiple Client application analysts on a departmental/functional team depending on the department/functional area and the scope of the implementation.

Responsibilities:

- Implementing solution design decisions; tailors application database to meet the unique requirements of the department and Client institution
- Helping develop policies and procedures for specific department/function responsibilities
- Developing patient reporting databases such as patient charting
- Developing procedures for troubleshooting and training on medical device interfaces
- Assisting in testing system functionality as well as validating database integrity
- May be assigned to help provide end-user training
- Belongs to the First Productive Use (conversion) team

CEO (CLIENT ROLE)

The Chief Executive Officer is an important member of the Client team, but may have a variable role in the project. This is usually dependent of the overall project scope. In HNA projects, it is essential that the CEO have a visible role, with participation in monthly Executive status meetings an absolute minimum.

CLINICAL ADVISORY COMMITTEE (CLIENT ROLE)

The Clinical Advisory Committee establishes the tactical and operational direction of the Cerner system project.

Responsibilities:

- Approving, confirming and validating the design of clinical systems (Cerner solution)
- Approving the design of any clinical process changes

CLINICAL DESIGNER (CERNER ROLE)

The Clinical Designer (CD) is responsible for researching and identifying relevant clinical content that can be embedded in clinical workflows to provide end-users with appropriate knowledge at the point of care.

Responsibilities:

- Researches and identifies clinically relevant clinical content for cross continuum processes including documentation, ordering, alerting and notification actions, reporting needs
- Facilitate clinical/ functional design discussions with multidisciplinary teams to identify standardized, streamlined clinical content that achieves automation of care processes
- Develop clinical content requirement documents and detailed content design.
- Develop future state clinical process/ knowledge structures and validate its use with appropriate interdisciplinary teams
- Develop and maintain strong working partnerships **with all Cerner clinical teams**
- Manage multiple projects and resources

DATABASE ADMINISTRATOR (CLIENT ROLE)

The Database Administrator is responsible for managing the relational database. Manages the Oracle database with major responsibilities in the areas of monitoring database performance and file growth, database tuning, database backup and verification and preparation of forward recovery.

Responsibilities:

- Ensuring that appropriate backup and recovery procedures are in place and properly executed

- Monitoring table space consumption and identifies potential problem areas, which would affect database availability
- Monitoring performance and availability of the database system
- Executing appropriate utilities/procedures to optimize performance and disk space utilization of the database system
- Installing release upgrades and revision-level updates to relational database software
- Troubleshooting production database issues
- Testing, certifying and implementing release upgrades and revision level updates to database software
- Obtaining training on the maintenance of an Oracle RDBMS if not already experienced with Oracle
- Obtaining a functional understanding of data flow within the Cerner system as it relates to OCF and related applications
- Documenting issues and concerns in writing to Cerner project team
- Developing, implementing and maintaining policies related to the Oracle database, including integrity and recovery of data
- Backing up, verifying and maintaining procedures in the OCF database

DECISION-MAKING BOARDS (CLIENT ROLE)

The Decision Boards are multi-disciplinary entities that are created to ensure that decisions are made in a timely and equitable way.

DEPARTMENTAL/FUNCTIONAL TEAM LEADER (CLIENT ROLE)

Responsible for coordinating the day-to-day activities of the Departmental/Functional Team in the implementation of a specific application/solution.

Responsibilities:

- Participating in all applicable Clinical Advisory Committee meetings
- Participating in all major data, functional and technology decisions made by the Departmental/Functional team
- Leading domain-level solution and procedure design
- Coordinating project activities with the user community resources, IS analysts, application analysts and other departmental/functional team members of the organization
- Participating in the development, monitoring and management of the departmental/functional team work plans
- Documenting and communicating project progress and issues to appropriate project management
- Coordinating appropriate resources of the organization in the development of foreign system and instrument interface specifications
- Working with departmental/functional team members and other resources of the organization to develop site-specific testing, training and First Productive Use (conversion) plans
- Participating in the planning and coordination of user training, including the identification of instructors

END USER APPLICATION TRAINER (CLIENT ROLE)

Cerner will provide 'train the trainer' education for a select group of the Client's staff that has been designated as trainers. The End User Application Trainer is responsible for all end user training, which should include Cerner application training and any training related to changes in processes and policies.

Responsibilities:

- Windows and PC knowledge/expertise
- Ability to facilitate/teach
- Working knowledge of departmental policies and procedures
- Working knowledge of application build
- Ability to support end users during go-live

ENGAGEMENT CONTROLLER (CERNER ROLE - ASC)

This Engagement Controller (EC) role is responsible for supporting the project in the Accelerated Solutions Center. The EC works with the Engagement Leader to ensure predictable and profitable project delivery.

Responsibilities:

- Planning and coordinating Client events in the ASC
- Consulting on ASC methodology
- Coordinating team communication and status reporting
- Ensuring consistent process across ASC projects

ANNEX J-2
PACS SERVICES SCOPE DETAIL

ENGAGEMENT CONTROLLER (CERNER ROLE)

The Engagement Controller (EC) is assigned to coordinate Cerner, Client and third party staff in the implementation of specific Cerner products within one or more departments/functional areas. Most enterprise-wide implementations may also have an Engagement Leader, who will assume responsibility for the strategic management of the project and the Client relationship. The EC will work directly with the Cerner Integration Architect to coordinate day-to-day project activities.

Responsibilities:

Participating in the development, monitoring and management of the solution implementation work plans
Directing Cerner resource activities in concert with other implementation Project Team members
Participating in the development of foreign system and medical instrument interface specifications
Maintaining regular contact with Client Project Team through on-site visits, conference calls, fax and routine telephone calls
Regularly documenting and reporting project progress and issues to executive project management
Working closely with Project Team members to develop site-specific system testing and conversion plans; assisting central testing group/coordinator in developing integration test plans as needed

ENGAGEMENT EXECUTIVE (CERNER ROLE)

The Cerner Engagement Executive (EE) is a required role for Cerner Corporation's involvement with projects with significant size. The role is designated to provide for overall project management for Cerner commitments. The Cerner Engagement Executive is an important role for both Cerner and its clients. This individual becomes involved with a project as the professional services and solution agreements are developed and finalized. They are ultimately responsible for the delivery of Client satisfaction and risk assessment/management. Their diversified role includes responsibilities for acting as the Client's advocate within Cerner's engineering, solution support, technology services, consulting services and executive management groups. The Practice Director provides guidance and support around project planning, project scope, expectation management and professional services. They work with the Engagement Leaders (Client and Cerner) to provide guidance around areas such as project oversight, risk management and maintaining the executive relationship. The Engagement Executive serves as the Cerner Senior Executive for escalation of project related issues and Client satisfaction.

Responsibilities:

- Responsible for maintaining quality and consistency of solution and professional services delivered to Client
- Oversees project risk assessment and management
- Acts as Client advocate to Cerner's engineering, solution support, technology services, consulting services, executive management and other groups
- Works with senior Client management to address strategic project related issues, e.g. scope, solution, timing, staffing, organizational impact, communications, business process transformation vis-à-vis solution design and capability
- Responsible for Cerner Corporation's project performance
- Responsible for making contractual agreements and commitments on behalf of Cerner Corporation
- Maintains executive relationships with senior Client management
- Facilitates project status review
- Responsible for planning and evaluating contracted project service, solution delivery, and budget
- Responsible for procuring and managing resources to meet contracted project plan deliverables
- Serves as the Cerner person responsible for escalation of project related issues, service delivery and Client satisfaction
- Provides feedback mechanism back into Cerner to improve its processes, procedures and solution for the purpose of building improved levels of ongoing Client satisfaction
- Provides support to the Engagement Leader for the execution of their duties and responsibilities
- Evaluates project status from a management perspective
- Supports Project Steering Committee and executive project management decision-making as necessary.
- Applies integration, business process, and strategy experience to help ensure that Client expectations are met and/or exceeded
- Support Clinical Advisory Committee as necessary
- Contributes Cerner best practices to Client project in support of technology, workflow and application implementation, and transition management
- Responsible for mentoring, support and development of Cerner assigned staff
- Provides and/or directs support for roles not specifically allocated to Client project

ENGAGEMENT LEADER (CERNER ROLE)

The Engagement Leader (EL) manages the overall implementation efforts. An Engagement Leader (EL) is assigned to coordinate Cerner, Client and third party staff in the implementation of enterprise-wide and/or specific Cerner solutions within one or more departments/functional areas. The EL will work directly with the Cerner Integration Architect to coordinate day-to-day project activities

along with the strategic management of the project and the Client relationship. From the Client perspective, this role is often synonymous with Client Project Manager.

Responsibilities:

- Leads project implementation planning and development, along with the monitoring and management of the project implementation work plans
- Develops and maintains global work plan and schedules, developing or working with other to develop and monitor solution implementation work plans as appropriate – works with Client to ensure that plans are synchronized on a regular basis as necessary
- Support the Engagement Executive in the identification and management of risk and quality assurance issues which arise during the project
- Monitors and communicates overall project progress and milestones on weekly basis
- Responsible for documenting and reporting project progress and issues to project management
- Monitors project budget from a cost and time perspective
- Works with the Engagement Executive to ensure project compliance with contract and Cerner quality assurance standards
- Maintains Cerner assigned project budget and timeliness of billing
- Organizes the project team and helps establish appropriate decision-making bodies
- Assist with defining project standards and metrics for measurement
- Directs Cerner resource activities in concert with CinC resource team
- Coordinates Cerner project resources and other Cerner support groups and resolves resource conflicts as necessary
- Monitors and adjusts Cerner staff workload and productivity on weekly basis
- Responsible for maintaining/monitoring Cerner staff accountability
- Monitors and adjusts Cerner staff workload and productivity on weekly basis
- Provides timely reviews and feedback to Cerner associates assigned to project effort
- Facilitates Cerner inter–team communications
- Responsible for assisting with sustaining positive team morale
- Participates in the development of foreign system and medical instrument interface specifications
- Maintains regular contact with Client project team through on-site visits, conference calls, fax and routine telephone calls
- Responsible for setting project budget and regularly documenting and reporting on project progress, profitability and resource issues to the Engagement Executive and Cerner Senior Management
- Works with Client management to identify and resolve day-to-day project related issues with e.g. work effort, staffing, etc.
- Reports on and conducts reviews of project progress regularly with Client and Cerner management
- Oversees project documentation/library to ensure that project records are maintained as required by Cerner
- Attends decision board meetings as necessary
- Works directly with Cerner Integration Architect to coordinate day-to-day project activities
- Directs project team members to develop site-specific system testing and First Productive Use (conversion) plans; assisting central testing and development of integration test plans as needed
- Maintains regular contact across Client project team through on-site visits, conference calls, fax and routine telephone calls
- Assist with setting and managing both Client and Cerner expectations regarding the project.
- Assists with the management of issue escalation and resolution
- Working closely with project team members to develop site-specific system testing and First Productive Use (conversion) plans; assisting central testing group/coordinator in developing integration test plans as needed

EXECUTIVE PROJECT SPONSOR (CLIENT ROLE)

The Executive Project Sponsor is a member of the Client's executive management team (e.g., CEO, Chief of Staff, Senior Vice President of Patient Care) who serves as the senior project executive/in-charge executive. For an IHO/IDS enterprise-wide implementation project, the Executive Project Sponsor should be the CEO or an executive who is appointed by the CEO. The Executive Project Sponsor has ultimate authority and responsibility for the project.

Responsibilities:

- Planning and evaluation of contracted project deliverable and cost management
- Participating in project oversight for risk assessment, executive relationship management and project status review
- Resource procurement and management to meet contracted project plan deliverables
- Serving as an escalation point for identified project related issues
- Providing support to Project Managers for the execution of their duties and responsibilities

Added by Amendment No. 2.

- Evaluating project status from a management perspective
- Attending Project Steering Committee meetings as necessary, attends other clinical advisory committee meetings as necessary

FILESERVER/DESKTOP MANAGEMENT (CLIENT ROLE)

Focuses on primary support for networked microcomputer based applications. Maintains microcomputer systems and applications for a dynamic set of users. Coordinates the interaction between users of microcomputer applications and the Technical Services department. Assists users in making the most effective use of graphical user interface based microcomputer applications through training, file maintenance, testing and problem solving.

Responsibilities:

- Acting as a liaison between user departments, Technical Services and software vendors to resolve problems, answer questions and complete requests for services
- Providing training to end-users on microcomputer application software
- Maintaining microcomputer configurations and file structures along with supporting documentation
- Testing new and revised software prior to implementation in a production environment
- Assisting users in configuration of personal computers
- Performing installation of personal computers and peripherals
- Assisting Network Support Analyst in maintaining networked based applications
- Maintaining inventory records for system equipment
- Demonstrating user oriented focus

HEALTHCARE EXECUTIVE (BOTH CERNER AND CLIENT ROLES)

In projects that will have a large physician user base, Cerner may appoint a Healthcare Executive (HE) to serve as a liaison between Client physician community and the Cerner project team. Client should also assign a physician executive to serve as a liaison and to represent physician interests.

Responsibilities:

- Providing expert consultation to the Client physician leaders to facilitate the implementation
- Sharing experiences from other client sites
- Setting physician expectations on long and short-term system plans and capabilities
- Escalating issues
- Providing expertise in leveraging healthcare information systems to improve care delivery

HELP DESK ANALYST (CLIENT ROLE)

Assists voice and data (computer) system users by providing first line responses to questions, requests for services and system/equipment problems. Handles initial telephone calls from users, routing callers to appropriate support personnel for questions, requests, or problems requiring higher level of expertise or requires site visit to user's department.

Responsibilities:

- Answering incoming telephone calls from all users of hospital information systems regarding system questions, service requests and system problems
- Obtaining description of the requested service or problem being reported
- Providing answers to user questions and resolving routine problems in cases where this can be done in a short time frame and for calls not requiring a visit to the user location
- Routing user service requests, questions and problems that are not able to be addressed to the appropriate support personnel
- Logging all problems and service requests
- Following up on all calls referred to support personnel including communicating status to users as required
- Maintaining a library of electronic and printed system reference materials for use in answering users questions and resolving problems
- Printing reports for users in various departments

INFORMATION SYSTEMS ANALYSTS (CLIENT ROLE)

Supports departmental/functional team members with application and information systems knowledge of a specific functional system (e.g. laboratory, radiology, etc.). The IS Analyst also serves as an IS support specialist for that solution post-First Productive Use (conversion).

Responsibilities:

- Providing application systems assistance to the departmental/functional team, particularly in technology/system-related areas

- Helping develop medical device and foreign system interface specifications
- Investigating and helps resolve application problems
- Working with departmental/functional team to develop and execute unit and system test plans
- Supporting user training
- Participating in First Productive Use (conversion) planning and belongs to the First Productive Use (conversion) team for that solution
- Providing ongoing post-First Productive Use (conversion) solution support for the IS department
- Developing basic knowledge of Discern Explorer, command languages, system operations and interface usage

INTEGRATION ARCHITECT (CERNER ROLE)

The Integration Architect (IA) works across multiple solutions and interacts with the Client throughout multiple project phases. They are involved in scope decisions, process assessment, design and build, testing, training and delivering business results. This role identifies key application integration points that may affect design decisions and supports the management of domain strategies, change management and control, and issue management. They function as the application team lead for the Cerner project team and provide associate mentoring and coaching.

Responsibilities:

- Cultivate professional relationship with Client
- Assist with the development of implementation strategies and work plans
- Design common pieces (Foundations) and enterprise-wide processes
- Define and deliver value-added business results through HNAM usage
- Conduct Return On Investment studies with assistance of Client
- Support all phases of testing throughout project
- Analyze/document cross-solution, cross-department integration issues
- Troubleshoot multiple solutions
- Mentor and coach project team members
- Coordinate multiple tasks through disciplined status reporting and issue management
- Develop change management processes
- Quickly learn new products and functionality
- Provide strategic guidance for subsequent phases of implementation
- Provide leadership for integration testing, merge planning and First Productive Use (conversion) readiness

INTEGRATION ARCHITECT - MIGRATION (CERNER ROLE)

The Integration Architect (IA-M)for migrations coordinates project planning, design and implementation activities for the migration of HNA Classic reference files and or history files (history upload) into an HNAM domain. The Integration Architect for migrations coordinates Cerner, Client and third party staff in the migration of Cerner products within one or more departments/functional areas.

Responsibilities:

- Provide co-architecture expertise
- Analyze processes, procedures and outcomes to seek continuous improvement
- Assist Client in auditing and accessing current state of organization workflows
- Provide functionality translation from Classic to Millennium applications
- Provide analysis and process redesign recommendations and support to Client and project team
- Monitor project progress to assess risk and ensure quality assurance
- Provide common process expertise
- Evaluate and escalate migration related issues, service delivery and Client satisfaction
- Provide support to Solution Delivery Consultants for migrations, Migration System Interfaces and System Engineers for the execution of their duties and responsibilities
- Coordinate with the Engagement Leader to ensure smooth transition to other project members
- Provide in-depth implementation process expertise
- Provide consultation on process design alternatives and decisions
- Mentoring and coaching project team members

INTERFACE ARCHITECT (CERNER ROLE)

An Interface Architect (IFA) is responsible for the planning and oversight of interface installation at a client site. The Interface Architect coordinates interface design and implementation activities and provides assistance and guidance in the overall project design and implementation activities. The Interface Architect is part of the System Integration enterprise and reports to the Enterprise Practice Leader. The Interface Architect also supervises a team of System Analyst-FSI associates.

Responsibilities:

- Consults with Cerner solution engineering to impact solution direction and functionality, especially in relation to integration issues
- Provides high level solution functionality and troubleshooting support to clients that are upgrading Cerner application software
- Monitors interface project progress to assess and manage project risk and ensure quality assurance
- Provides analysis, process redesign recommendations and support to Client and project team
- Coordinates the interface portion of project activities with the application and technical project activities
- Provides interface, integration and Common Process (Core) expertise
- Leads and documents the interface planning process on implementation projects to include individual interface specifications
- Oversees interface projects by assisting and coaching Cerner's SE-FSI

INTERFACE MANAGER – OPTIONAL (CLIENT ROLE)

The interface manager provides interface specifications to Cerner. Ensures all foreign system interfaces are functional in a timely manner. Coordinates change to the interface engine.

Responsibilities:

- Managing interface specifications between Cerner and other interface vendors
- Coordinating installation and implementation resources between vendors
- Managing any interface engine work to be done (e.g. design, build and tests)
- Providing assistance to the User Support Desk

LEARNING CONSULTANT (CERNER ROLE)

The Learning Consultant (LC) is a liaison between Cerner Virtual University, the Cerner project team and the Client's project team, stakeholders and end users. Individuals in this role have a strong understanding of learning theory and are able to analyze large amounts of data to create both detail-level and strategic-level plans. The Learning Consultant strives to create both executive-level and individual buy-in to the learning plan. They can also supplement the Client's education/training team or provide complete outsourcing solutions.

Responsibilities:

- Conducting learning needs assessments
- Assisting in development of learning strategy
- Developing End-user learning tools (e.g., job aides, workbooks, etc.)
- Assisting Client in developing course scheduling, registration and participant tracking procedures, if these learning administration systems are not available
- Recommending training facility changes needed in order to meet Client's objectives
- Coordinating Client IS team class enrollment
- Investigating end user solutions (i.e. CBT)
- Coordinating additional training outside of contract
- Providing physician training
- Conducting/proctoring end user training
- Supporting end users during First Productive Use (conversion) support

LEARNING/EDUCATION COORDINATOR/MANAGER (CLIENT ROLE)

clients are responsible for all end user education and training related to Cerner implementations and organizational transformation. This role will act as a liaison between Cerner Virtual University, the Cerner project team and the Client's project team, stakeholders and end users. Individuals in this role have a strong understanding of learning theory, detail-level and strategic-level education plans and organizational culture. This role is responsible for implementation of the learning plan, identification of risks and escalation of those risks and determination of the appropriate resource needs for end user training.

Responsibilities:

- Development and implementation of a learning strategy
- Identification of trainers and oversight of their participation in Cerner Train-the-Trainer classes
- Development of End-user learning tools (e.g., job aides, workbooks, etc.)
- Scheduling, registration and participant tracking procedures for Cerner application training for end users
- Coordination of Client IS team class enrollment
- Coordinates and resources Physician training
- Conducting/proctoring end user training
- Development and implementation of an end user First Productive Use (conversion) support program
- Development and implementation of a post go-live training program

Added by Amendment No. 2.

ANNEX J-2
PACS SERVICES SCOPE DETAIL

PRACTICE MANAGER (CERNER ACCELERATED SOLUTIONS CENTER ROLE)

This Practice Manager (PM-ASC) is responsible for managing and reviewing day-to-day operational aspects of projects and supporting field inquiries about the ASC delivery approach. The PM works with the Engagement Leaders to ensure predictable and profitable project delivery.

Responsibilities:

- Monitoring project; activities for quality assurance
- Supporting ASC Client events
- Consulting on ASC methodology

PROCESS ARCHITECT/CONSULTANT - CHANGE MANAGEMENT SPECIALIST (CLIENT ROLE)

For enterprise-wide and multi-net projects, Client should designate a Process Architect to ensure its organization achieves maximum benefits from the new system. The Process Architect coordinates patient care process design and review activities across the organization and must be empowered to commit to resulting organization process and policy design/modification decisions. The role has primarily responsible for providing those impacted by the change with the understanding of the reasons Client is doing it, the benefits and what is in it for the individuals impacted by this project.

Responsibilities:

- Documenting and communicating the organization's process design and redesign
- Participating in all major process decisions made by the departmental/functional teams
- Completing workflow analysis and design.
- Working with the Integration Architect to ensuring that decisions comply with the organization's overall process design, as well as with the system architecture
- Assisting with the development of test plans
- Creating awareness of the project and impending change
- Assisting those impacted by the change by ensuring they receive proper training, mentoring, etc…
- Providing opportunities for those impacted by the change to participate in the process
- Developing and execute an appropriate communication plan and activities

PROJECT MANAGER (CLIENT ROLE)

A Project Manager (PM) is assigned to coordinate Client staff in the implementation of Cerner solutions. The Project Manager will assume responsibility for the strategic management of the project and the Cerner relationship. The PM will work directly with the Cerner Engagement Leader to coordinate day-to-day project activities.

Responsibilities:

- Participating in the development, monitoring and management of the solution implementation work plans
- Directing Client resource activities in concert with other implementation Project Team members
- Participating in the development of foreign system and medical instrument interface specifications
- Maintaining regular contact with Cerner Project Team through on-site visits, conference calls, fax and routine telephone calls
- Regularly documenting and reporting project progress and issues to executive project management
- Working closely with Project Team members to develop site-specific system testing and conversion plans; assisting central testing group/coordinator in developing integration test plans as needed

SOFTWARE ENGINEER (CERNER ROLE)

The Software Engineer (SWE) is responsible for providing Cerner solution custom development needed for successful implementation at a client site. The Consulting Developer may belong to one or more departmental/functional teams and works with executive project management to coordinate activities with all other members of the departmental/functional team (s).

Responsibilities:

- Tailors application custom development requests contained in the project scope to meet the unique requirements of the department and Client institution
- Custom development can include reports, documents, inquiries, work queues, application and Discern Rules
- Investigates and resolves complex application problems
- Provides application strategy and development expertise to Cerner and Client work teams

SOFTWARE ENGINEER – MULTI-MEDIA (BOTH CERNER AND CLIENT ROLES)

The Software Engineer (SWE-M) for multimedia designs and develops Web based and multimedia applications. The Software Engineer for multimedia is responsible for user interfaces and application usability support.

Responsibilities:

- Can install code on web servers
- Understands XML and XSL and can create the XSL necessary to control the look and feel of web applications

Added by Amendment No. 2.

- Creates testing documentation
- Provides input into code specification development
- Evaluates and tracks application usage and produces reports
- Supports and trains others on the use of development tools and programming languages
- Writes script and application code for Interactive Multi-Media and/or Web applications
- Is able to perform data modeling and build databases
- Maintains regular contact with Client project team through on-site visits, conference calls, fax and routine telephone calls

SOLUTION ARCHITECT (CERNER ROLE)

The Solution Architect (SA) is responsible for providing expert domain knowledge and implementation methodology to Solution Delivery Consultants on a project representing specific Cerner solution family. The SA is part of the senior leadership of the solution family and is responsible for leading, developing and mentoring solution associates. The SA works with executive project management to coordinate his/her activities with all other members of that solution departmental/functional team(s).

Responsibilities:

- Providing consultation on process design
- Working closely with the Integration Architect to coordinate/resolve cross-department design and implementation issues
- Providing solution-specific help to departmental/functional team leaders
- Assisting Solution Delivery Consultants investigating/resolving application problems
- Completing review of database build

SOLUTION ARCHITECT - TRANSFORMATION (CERNER ROLE)

The Solution Architect (SA-T) for transformation is responsible for producing measurable outcomes through change management activities for designated Cerner clients. The Solution Architect for transformation works with executive project management to coordinate his/her activities with all other members of that solution departmental/functional team(s).

Responsibilities:

- Assist clients in making good Future State design decisions deriving from process improvement consulting work
- Working closely with the Integration Architect to coordinate/resolve cross-department design and implementation issues
- Document all work as part of Client deliverables consistently utilizing a consistent approach throughout span of project
- Facilitate the design and execution of organizational change management initiatives
- Provide Benefit and change management support, guidance and leadership across the entire Cerner project. Integrates and works well with the implementation team

SOLUTION DELIVERY CONSULTANT (CERNER ROLE)

The Solution Delivery Consultant (SDC) is responsible for providing Cerner solution expertise needed for a successful solution implementation at a client site. The SDC may belong to one or more departmental/functional teams and works with executive project management to coordinate his/her activities with all other members of the departmental/functional team(s).

Responsibilities:

- Implementing solution design decisions; tailoring application database to meet the unique requirements of the department and Client institution
- Helping develop policies and procedures for specific department/function responsibilities
- Assisting in the development of patient reporting databases such as patient charting and the medical administration record
- Assisting in testing system functionality as well as validating database integrity
- Providing consultation on process design
- Providing solution-specific help to departmental/functional team leaders
- Instructing Client on database build tools
- Helping plan and organize Client train-the-trainer and end-user training
- Assisting in the development, management and execution of application and medical device and foreign system interface testing
- Providing on-site First Productive Use (conversion) support
- Investigating/resolving application problems
- Escalating major application or systems issues to appropriate project management team members

Added by Amendment No. 2.

- Working closely with the Integration Architect to coordinate/resolve cross-department design and implementation issues

SOLUTION DELIVERY CONSULTANT (CERNER ACCELERATED SOLUTIONS CENTER ROLE)

Solution Delivery Consultants (SDC-ASC) are application resources dedicated to building, testing and maintaining the Client's application database during the project. This resource performs maintenance, build and testing remotely. The Solution Delivery Consultant is responsible for ongoing maintenance; build projects of a limited scope and the testing and First Productive Use (conversion) of new releases when Application Maintenance Services is included in the support scope. They are additionally responsible for providing Cerner solution expertise needed for a successful implementation. The Solution Delivery Consultant may belong to one or more departmental/functional teams within the Accelerated Solutions Center and works with project and ASC management to coordinate his/her activities with all other members of the departmental/functional team(s).

Responsibilities:

- Conducting ASC Client events
- Provides build and design consultation
- Provides in depth product functionality expertise.
- Providing Solution-specific assistance to departmental/functional team leaders
- Supporting Client testing, troubleshooting issues and interacting with Client
- Assumes solution-coaching responsibility for Client project team associates
- Building solution databases according to Client design
- Validating quality of database build
- Investigating and resolving database issues
- Escalating major application or systems issues to appropriate project management and ASC team members
- Working closely with the Integration Architect or other project team members to coordinate/resolve cross-departmental design and implementation issues
- Provides remote release upgrade First Productive Use (conversion) support
- Instructs Client on database build tools
- Reinforces existing maintenance steps performed by the Client
- Assists in the development, management and execution of application and foreign system interface testing
- Supporting the Client during Integration testing
- Coaching the Client through database changes and change control
- Coaching the Client on monitoring the system post First Productive Use (conversion)
- Coaching the Client on troubleshooting techniques
- Supporting the Client during First Productive Use (conversion)

SOLUTION DELIVERY CONSULTANT – MIGRATION (CERNER ROLE)

The Solution Delivery Consultant – Migration (SDC-M) provides specialized guidance to clients migrating HNA Classic and acquired solutions to Millennium. This includes assistance with design, build, troubleshooting and Client training. Knowledgeable in migration utilities used for moving both reference and activity data from Classic to Millennium and the impact of co-architecture on current process. The Solution Delivery Consultant/Migration provides expertise and understanding of both Classic and Millennium applications and will provide specialized guidance with regard to data migration to Cerner clients.

Responsibilities:

- Ability to educate clients on the use of applications and tools such as database building and design, migration tools and utilities and applications troubleshooting
- Evaluate and assist with current and future process requirements and changes
- Provide functionality translation from Classic to Millennium applications
- Provide first tier troubleshooting support to clients installing Cerner application software.
- Consults with Cerner engineering on the development and refinement of Migration utilities
- Provide in-depth application functionality and implementation process expertise
- Working closely with the Integration Architect for Migration to coordinate/resolve co-architecture design and implementation issues
- Instructing Client on database build and migration tools
- Support clients in auditing and preparing system and database components for data migration
- Assist in the development and monitoring of project work plans
- Analyze processes, procedures and outcomes to promote continuous improvement
- Educate and support clients on software environments, database considerations and domain strategies for the data migration process
- Provide technical support for testing activities related to data migration

Added by Amendment No. 2.

- Provide project status reports and contribute to project documentation where necessary

STEERING COMMITTEE (CLIENT ROLE)

The Steering Committee consists of executive level Client personnel and is responsible for the overall project oversight. They usually serve to ensure that the system will compliment the strategic vision of the institution and that the anticipated benefits are being realized from the implementation efforts. The committee will be the ultimate decision making mechanism to resolve issues related to the project.

Responsibilities:

- Participating in project oversight for risk assessment, executive relationship management and project status review
- Serving as a final escalation point for resolving strategic project related issues
- Evaluating project status from a strategic perspective

STRATEGIST-SOLUTION/TECHNOLOGY (CERNER ROLE)

The Strategist provides solution and system expertise to the client organization and represents the client centric view into the IP organization. The goal is to support clients through the complexities of planning all aspects of Cerner Intellectual Property including software, content and technology.

Responsibilities:

- Support the client and Cerner project team in visioning and planning during the project design process. Ensure alignment of client goals and strategies with current IP capabilities and roadmaps.
- Assess a client's existing position and goals; support the development of a viable strategy, business plan and implementation plan. This planning will include both a medium and long-term view and will drive toward a seamless and comprehensive solution.
- Navigate Cerner organization to bring client escalations to resolution and take future preventative action.
- Facilitate the deployment and adoption of the new IP into the client base, controlling releases as appropriate.
- Support the creation and enhancement of tools, processes, and resources that predict and prevent project implementation friction.

SUBJECT MATTER EXPERT (CLIENT ROLE)

Subject matter expert is Client departmental/functional resource who will assist in confirming the user design of the solution. Application specialists work with the subject matter experts to confirm design ideas and obtain opinion on design issues.

Responsibilities:

- Serving as a resource person on matters of business, systems, operational or clinical subjects related to the function of aspects of the clinical information system. Helps develop policies and procedures for specific department/function responsibilities
- Assisting in testing system functionality as well as validating database integrity
- May be assigned to help provide end-user training
- Belongs to First Productive Use (conversion) team

SYSTEM ENGINEER (CERNER ROLE)

The System Engineer (SE) is responsible for the installation of the system environment and outputs. The SE performs work on new project installations, software system release upgrades and/or system performance management projects. The SE is part of the central Technology Team and reports to the Cerner Engagement Leader or Cerner Technical Engagement Leader. The SE also coordinates his/her activities with the other project team members as needed.

Responsibilities:

- Installing code: operating system, applications, device interfaces and foreign system interfaces
- Helping Client implement environment management, operational procedures, interfaces and other "system" software
- Acting as the primary contact for technology/systems issues that arise at the client site
- Assisting Client System Operations Manager in developing routine operations cycle
- Promoting Client technology self-sufficiency by providing site-specific, Client-specific training, tutorials and other productivity tools
- Assisting the project team in developing, monitoring and managing technology support and operational implementation work plans
- Providing technology support for testing and First Productive Use (conversion) activities
- Providing support for system performance monitoring and adjustments, in addition to providing input for capacity planning/capacity analysis

Added by Amendment No. 2.

- Troubleshooting and resolving system problems and assisting in the investigation and resolution of application failures/problems

SYSTEM ENGINEER (CERNER ACCELERATED SOLUTIONS CENTER ROLE)

The System Engineer (SE-ASC) for the ASC is responsible for providing domain and database expert support for all ASC clients for the temporarily hosted domains used to in the ASC delivery methodology.

Responsibilities:

- Troubleshoot back-end issues for temporary hosted Client domains
- Create/modify domain and database copy/refresh processes
- Perform domain/database copy/refresh functions
- Perform knowledge transfer to clients for database/domain refreshes
- Create/submit documentation for database/domain copy/refresh processes

SYSTEM ENGINEER – FSI (BOTH CERNER AND CLIENT ROLES)

The System Engineer-FSI (SE-FSI) is responsible for the installation and Client support of foreign system interfaces. The SE-FSI performs work on new project installations, software system release upgrades and/or replacement interface software projects. The SE-FSI reports to the Cerner Engagement Leader. The SE-FSI also coordinates his/her activities with the Cerner Technical Engagement Leader and other project team members as needed.

Responsibilities:

- Acts as the primary contact for Foreign System Interface related issues
- Assists in the development and monitoring of project work plans
- Consults with clients on database construction
- Coordinates with Client for the testing of interface functionality
- Installs Foreign System Interface software
- Maintains updated interface documentation and code
- Provides site-specific training, documentation, support and ongoing knowledge transfer enabling Client technical self-sufficiency
- Provides support for testing and First Productive Use (conversion) activities
- Writes interface software code to specifications

SYSTEM ENGINEER– MDI/BMDI (BOTH CERNER AND CLIENT ROLES)

The System Engineer (SE-MDI/BMDI) is responsible for the installation and Client support of medical device and/or bedside medical device software interfaces. The SE-MDI performs work on new project installations, system upgrades and/or add-on software projects. The SE-MDI reports to the Cerner Engagement Leader. The SE-MDI also coordinates his/her activities with the Cerner Technical Engagement Leader and other project team members as needed.

Responsibilities:

- Acts as the primary contact for Medical Device interface related issues
- Assists in the development and monitoring of project work plans
- Consults with clients on database construction
- Coordinates with Client for the testing of interface functionality
- Installs Medical Device and Bedside Medical Device interface software
- Provides appropriate documentation to Client to support the Cerner system and database setup and testing processes
- Provides site-specific training, documentation, support and ongoing knowledge transfer enabling Client technical self-sufficiency
- Provides support for testing and First Productive Use (conversion) activities

SYSTEM OPERATIONS MANAGER (CLIENT ROLE)

Responsible for hardware operation, operating system software and system support. Assists in the installation of data center equipment, networks and peripheral devices.

Responsibilities:

- Assisting departmental/functional teams in defining system maintenance and other technical operations policies/procedures
- Maintaining current revision levels and tests and certifies new revisions of operating system and layered solution software
- Configuring and managing peripheral devices (disk drives, space, etc.)
- Implementing system start-up procedure modifications to ensure that software environments are functioning and available upon system start-up

- Verifying and modifying backup procedures as necessary to ensure appropriate data recovery capabilities exist
- Analyzing and determining when hardware device errors have reached a critical threshold and initiates the service call for repair/replacement of malfunctioning equipment
- Implementing operating system security standards
- Evaluating, developing and providing performance and hardware error monitoring tools
- Investigating user response time complaints
- Identifying and implementing performance tuning modifications to improve user response time
- Providing input to capacity and technology planning efforts
- Providing assistance to the User Support Desk
- Maintaining and supporting the operations cycle
- Documenting any changes to the operations cycle prior to and after First Productive Use (conversion)
- Updating all project team members on any operations changes and the resulting impact
- Writing all procedures necessary for operations

TECHNOLOGY ARCHITECT (CERNER ROLE)

The Technology Architect (TA) provides consultation for three-tier Client/server health care applications. A Technology Architect has deep knowledge in one of the following areas of specialization: AIX, Open VMS, Desktop, Win 2000, WinNT, Data Network, Oracle DBA and standard applications.

Responsibilities:

- Assists in the development and monitoring of project work plans
- Consults on technical environment and hardware configuration decisions
- Architects and delivers solutions in area of specialization
- Prepares appropriate documentation in compliance with standard operating procedures
- Promotes knowledge transfer
- Maintaining and supporting the operations cycle.
- Experience managing full cycle technology implementations of a large and complex nature
- Experience troubleshooting and proposing solutions to implementation problems for distributed Client/server systems

TECHNOLOGY ENGINEER (CERNER ROLE)

The Technology Engineer (TE) is responsible for managing the equipment installation activities at the client site. The TE is part of the central Technology Team and reports to the Cerner Technical Engagement Leader or Cerner Engagement Leader. The TE also coordinates his/her activities with the Cerner Solution Delivery Consultant and other Client and third party hardware, facility and network personnel as needed.

Responsibilities:

- Performing site preparation analysis with hardware supplier and Client personnel
- Providing installation and site environmental requirements and performing quality assurance management for the hardware and network installation
- Installing new and upgrading central processing units, peripherals and network components as defined by the Cerner/Client contract
- Assisting Cerner capacity planning teams in performing capacity analysis

TELECOMMUNICATIONS & DATA NETWORK MANAGER (CLIENT ROLE)

This role is responsible for network and telecommunications implementation activities. Provides support in the implementation and maintenance of all computer workstation hardware. Performs the workstation configuration and maintenance on all microcomputer hardware. Coordinates the installation of peripheral equipment and enterprise network to support in-house and remote access to networked systems.

Responsibilities:

- Configuring and managing network electronics (bridges, routers, switches, etc.)
- Analyzing and determining when network errors have reached a critical threshold and initiates the service call for repair/replacement of malfunctioning equipment
- Implements network security standards
- Evaluating, developing and providing network monitoring tools
- Investigating user response time complaints
- Identifying and implementing network expansion/modifications to improve user response time, allow network access, or improve network availability
- Providing input to capacity and technology planning efforts
- Terminating the required cables to in-house network arrangement

ANNEX J-2
PACS SERVICES SCOPE DETAIL

TECHNICAL ENGAGEMENT EXECUTIVE (CERNER ROLE)

Technical Engagement Executive (TEE) is an individual whose role in a project can vary widely. Their involvement in a project begins during the sales cycle and extends through the implementation cycle. Their main role is to ensure the quality delivery of technical services during the implementation life cycle by providing technical guidance around project planning, project scope, expectation management, hardware configuration and Professional Services. Once a contract has been signed, they often continue to assist the Technical Engagement Leader, providing technical guidance around areas such as project oversight, risk management and maintaining the executive relationship. The Technical Engagement Executive serves as the Cerner Senior Executive for escalation of technical project related issues and Client satisfaction.

Responsibilities:

- Supports "To Market" activities with value-added constancy on implementation professional services and hardware configuration
- Works closely with the Technical Solution Architect and Client/Sales Executive during the sales process ensuring the contract scope of technical professional services and hardware configuration meets the Client's needs
- Ensures a smooth transition from the sales team to the technical project team (TEL, SE and TE)
- Oversees the HNA accounts for risk assessment, executive relationship management and project status review within their defined geography
- Assuming primary management of the long-term technical business and services relationships with designated Cerner clients
- Cultivates and maintains the technical relationship with the CIO and MIS director
- Plans and evaluates contracted project service delivery and cost management
- Procures and manages TEL, SE and TE resources to ensure they meet contracted project plan deliverables
- Serves as the Cerner "Senior Executive" for escalation of Technical project related issues, service delivery and Client satisfaction
- Ensures the efficiency and best practices of the Professional Services business by monitoring appropriate metrics and adjusting practices accordingly
- Participates and analyzes processes, procedures and outcomes to seek continuous improvement of assigned projects
- Provides support to the Technical Engagement Leader for the execution of their duties and responsibilities.
- Evaluates project status from an executive perspective
- Attends project steering committee and executive project management decision-making meetings as necessary
- Attends other Clinical Advisory Committee meetings as necessary

TECHNICAL ENGAGEMENT LEADER (BOTH CERNER AND CLIENT ROLES)

The Cerner Technical Engagement Leader (TEL) is the primary manager for the overall definition and delivery of technical installation work during the Cerner software implementation effort with clients. The TEL is viewed by Client as the primary contact for a wide variety of technical issues. The TEL is the expert judge of the Client's technical risk factors for successful implementation and management of their systems. The Client Technical Engagement Leader is responsible for coordinating HNA technology implementation activities within the Client's Information Services organization. The Client TEL works closely with Cerner's technology resources as well as other Client project managers to ensure that platform strategy decisions and implementation activities are in harmony with the overall system architecture.

Responsibilities:

- Preparing technical work plan including definition of tasks, task dependencies, estimates and resource requirements
- Assists the Integration Architects in documenting and communicating their respective architectural and organizational concepts as they relate to the HNA technology implementation
- Leading technical assessment of Client environment
- Coordinating and leading all technical knowledge transfer activities with Client
- Consulting with Client to establish standardized desktop workstation configuration, software distribution methodology and login procedures
- Identifying time requirements and working with regional offices to schedule appropriate resources
- Monitoring progress of technology implementation work plan; documents and reports issues to executive project management as required
- Ensuring that plans and scripts are prepared for backup and recovery of environments and databases.
- Attending decision-making meetings, as technology agenda items require
- Participating in all major technology and operations-related decisions made by the departmental/functional team (e.g., system downtime, report distribution)
- Assisting departmental/functional teams in defining system maintenance and other technology operations policies/procedures as part of the technology strategy
- Assisting departmental/functional teams and other central resource groups (testing, education) in executing implementation activities where technology input/assistance is required

Added by Amendment No. 2.

ANNEX J-2
PACS SERVICES SCOPE DETAIL

Added by Amendment No. 2.

Attachment J-3
to
Exhibit J

Supplemental Statements of Work

Telemedicine

[see attached]

Added under Amendment No. 2.

TELEMEDICINE STATEMENT OF WORK

TASK 1 Project Planning

Contractor shall prepare a Project Control Document that minimally consists of the following components:

1) Detailed documentation of project tasks and task owners
2) Finalized work plan with the projected timeline based upon the established scope of the project
3) Description of project organization including all team members and resource requirements
4) Documentation of project status report formats and procedures for problem resolution.

Deliverable 1 Project Control Document that includes, but is not limited to, project scope, task descriptions, responsibilities, project schedule, project organization chart, status report outline, and problem resolution procedures.

TASK 2 Assessment of Requirements

Contractor shall conduct an assessment that will identify detailed user and technical requirements and provide a basis for the Telemedicine solution design. The Contractor shall develop a technical/clinical questionnaire and a clinical deployment checklist which, in conjunction with County, will be completed and analyzed. Findings shall be documented in an assessment report.

Deliverable 2 An assessment report shall be prepared summarizing user and technical requirements that will provide the basis for the Telemedicine system solution design.

TASK 3 System Design

Contractor shall design the system solution including:

1) A cabling model consistent with user and technical requirements
2) An equipment layout for the physician command centers at the County Medical Centers, the patient rooms within LASD facilities, and any necessary equipment closets.

The system design shall be documented in a technical architecture report subject to approval by County.

Deliverable 3 An approved technical architecture report documenting the system design shall be prepared and delivered to County.

TASK 4 Hardware arrives to Sheriff's Department.

CONTRACTOR and Sheriff's Department Project Managers to take an inventory of hardware

Deliverable 4 Successful completion of task by CONTRACTOR, including, as applicable, delivery of any goods or services, performance of any required testing, and installation or configuration of any required System Hardware or System Software.

TASK 5 Hardware and Software Installation and Configuration

Contractor shall deliver, install, and configure all hardware and software for patient examination rooms and physician viewing offices. County will install the cabling, power, and furniture required for examination rooms and viewing offices. Contractor shall install and configure the examination room telemedicine equipment. Contractor shall install and configure the physician workstations, cameras, and codec components in the physician viewing offices. County to provide written confirmation of the acceptance and completion of Task 4.

Deliverable 5 Installed and configured hardware and software in all patient exam rooms and physician viewing rooms.

TASK 6 PowerForms Customization

Contractor shall assist County in the customization of PowerForms in the JHIS application to support the Telemedicine system solution. This technical assistance will be provided remotely as required by the County on a T&M basis for a maximum of 25 hours.

Deliverable 6 Technical assistance shall be delivered in the customization of PowerForms used by JHIS application to support the Telemedicine system solution.

TASK 7 Integration Testing

Contractor shall conduct integration testing in conjunction with County. Connectivity testing shall be conducted between patient examination rooms and physician viewing offices consistent with the system design. Further, Contractor shall test and validate camera control and patient data. Integration testing will ensure that all components of the system operate as designed.

Deliverable 7 Contractor shall certify in writing that all components of the system have been tested and operate consistent with the system design.

TASK 8 Performance Tuning

Contractor shall conduct performance tuning of system components including the set up of codec compression ratios. Network utilization will be monitored and any performance issues identified and resolved.

Deliverable 8 Contractor shall certify in writing that all components of the system have been tuned for performance and that the system is ready for Go Live.

TASK 9 Project Deployment Documentation

Contractor shall prepare project deployment documentation. This documentation shall consist of a summary report detailing project deployment, including location and camera associations.

Deliverable 9 Project Summary Report shall be delivered that documents the Telemedicine system deployment.

TASK 10 Training

Contractor shall prepare County-specific training documentation and associated presentation materials. Subsequently, contractor shall train designated nursing staff and physician staff using a "Train the Trainer" model.

Deliverable 10 Contractor shall deliver training materials and conduct one training course for nursing staff and another course for physician staff.

TASK 11 Go Live Support and Full Production Use

Contractor shall provide implementation support including preparation of user documentation for Go Live and on-site support during the Go Live period. Contractor shall continue to provide implementation support until the system operates continuously for 30 days with no Priority "I" Deficiencies (as defined in Exhibit D (Schedule of Maintenance) to the Agreement).

Deliverable 11 Full production use of the telemedicine solution with all examination and physician viewing rooms operational and no Priority "I" Deficiencies (as defined in Exhibit D (Schedule of Maintenance) to the Agreement) for 30 days.

Exhibit K

Supplemental Software and Hardware

[see attached]

Added under Amendment No. 2.

Attachment K-1
to
Exhibit K

Supplemental Software and Hardware

Supplemental Software

[see attached]

Added under Amendment No. 2.

Attachment K-1
to
Exhibit K

Supplemental Software and Hardware

Supplemental Software

I. DISASTER RECOVERY

A. LICENSED SOFTWARE (Application Software)

Item No.	Product No.	Description	Qty.
1	DB-724AB-AA	724 Reorg Scripts	1
2	DR-MOV01-AB	Disaster Recovery Move Scripts (now known as Standby Millennium Toolkit (Backend))	1
3	DR-MON01-AA	Disaster Recovery Monitoring Scripts (now known as Standby Millennium Toolkit (Frontend))	1
4	DB-724BKUP	724 Backup Scripts	1

B. SUBLICENSED SOFTWARE (Operating System Software)

Item No.	Product No.	Description	Qty.
	*** **Production Disk Subsystems** ***		
1	3R-A3985-AA	189715-002 SANWORKS MGMT APP	1
	*** **MQ Series Software** ***		
2	QC-MQSOV-U1	MQSERIES FOR OPENVMS (CAPACITY UNIT)	32
	*** **SubLicensed Software - OpenVMS / AXP Base** ***		
3	SC-MT1A9-WT	OVMS/Alpha SMP ASvr GS1280	10
4	SC-5LVAQ-AC	Enterprise Integration Server CPak -- Enterprise	2
5	SC-MT1AQ-AG	OVMS AXP Base CPak -Dvc GS1280	1
6	SC-MT1AQ-NG	OVMS AXP Base CPak -Dvc GS1280	2
7	SC-MT3AA-3F	OVMS ALPHA CONCURRENT USER C PACK 16 USER	1
	*** **SubLicensed Software - AXP VolumeShadowing** ***		
8	SC-2A1AQ-AA	AXP Volume Shadow CPak Enterp	2
	*** **SubLicensed Software - VMSCluster** ***		
9	SC-MUZAQ-AA	AXP VMScluster CPak Enterprise	2
	*** **SubLicensed Software - Hierarchical Storage Controllers** ***		
10	QB-6RPAC-SB	OVMS KIT ENT VA V2.0	1
11	QB-6RNAA-SD	VCS Dual HSV V2.0	1
	*** **Tape Library** ***		

Added by Amendment No. 2.

Item No.	Product No.	Description	Qty.
12	QL-5LTAQ-AA	ABS Upgrade for OVMS	2

Added by Amendment No. 2.

II. PACS

A. LICENSED SOFTWARE (Application Software)

Item No.	Solution Code	Description	Qty.
1	IM-22270	ProVision Workflow Manager	<300,000 procedures per year Support of One Location/ Facility 10 DICOM Nodes
2	IM-22271	ProVision Worklist Manager	<300,000 procedures per year Support of One Location/ Facility 10 DICOM Nodes
3	RA-22700	Cerner ProVision Web for Radiology	10 Users
4	CK-20980	Cerner Knowledge Network (CKN)	-
5	700216	Cerner ProVision PACS Quality Control Module 7.0	1
6	700201	Cerner ProVision PACS Standard 7.0 Software	1

B. SUBLICENSED SOFTWARE

WorkFlow and WorkList Management Hardware (Operating System Software)

Item No.	Description	Qty.
1	PCANYWHERE V11.0 H&R-CD XP/98/NT/W2K/ME	1
2	Windows 2003 Server License/SA	1
3	Windows 2003 Client Access License Open Business	4

Cerner ProVision PACS Test Archive (Operating System Software)

Item No.	Description	Qty.
4	master archive with right to connect up to 5 DICOM nodes	1
5	ID.RAID with right to connect up to 1 TB NAS/SAN storage	1
6	Centralized Study and Locking Status	1
7	Direct Part 10 File Access	1
8	Oracle Full Use Standard Edition Database – Named User	5
9	RED HAT ENT LINUX SVR-AS V3 STD FOR X86 CD	1
10	Storage Foundation Standard,Linux,Red Hat EL 3.0 (IA-32),1 CPU Base,v4.0,License	1
11	Storage Foundation Enterprise,Linux,Red Hat EL 3.0 (IA-32),1 CPU Base,v4.0 Extended Support, 1 Yr 24x7	1

Cerner ProVision PACS Gate Archive – IRC (Operating System Software)

Added by Amendment No. 2.

Item No.	Description	Qty.
12	Storage Foundation Standard,Linux,Red Hat EL 3.0 (IA-32),1 CPU Base,v4.0,License	1
13	Storage Foundation Standard,Linux,Red Hat EL 3.0 (IA-32),1 CPU Add-on,v4.0,License	3
14	RED HAT ENT LINUX-SVR-AS V3 STD FOR X86 CD	1
15	Storage Foundation Enterprise,Linux,Red Hat EL 3.0 (IA-32),1 CPU Base,v4.0 Extended Support, 1 Yr 24x7	1

Cerner ProVision PACS Gate & Web Archive (Operating System Software)

Item No.	Description	Qty.
16	Study Validation	1
17	Centralized Study and Locking Status	1
18	Direct Part 10 File Access	1
19	image cluster server with no extra DICOM node licenses	1
20	Storage Foundation Standard,Linux,Red Hat EL 3.0 (IA-32),1 CPU Base,v4.0,License	1
21	Storage Foundation Standard,Linux,Red Hat EL 3.0 (IA-32),1 CPU Add-on,v4,License	3
22	RED HAT ENT LINUX SVR-AS V3 STD FOR X86 CD	1
23	Storage Foundation Enterprise,Linux,Red Hat EL 3.0 (IA-32),1 CPU Base,v4.0 Extended Support, 1 Yr 24x7	1
24	Storage Foundation Standard,Linux,Red Hat EL 3.0 (IA-32),1 CPU Add-on,v4.0 Extended Support, 1 Yr 24x7	3

Cerner ProVision PACS DBS & Store Archive (Operating System Software)

Item No.	Description	Qty.
25	Study Validation	1
26	Centralized Study and Locking Status	1
27	Direct Part 10 File Access	1
28	image cluster server with no extra DICOM node licenses	1
29	Additional DICOM Node License	5
30	image management module with right to connect up to 10 DICOM nodes	1
31	Storage Foundation Standard,Linux,Red Hat EL 3.0 (IA-32),1 CPU Base,v4.0,License	1
32	Storage Foundation Standard,Linux,Red Hat EL 3.0 (IA-32),1 CPU Add-	3
33	Storage Solutions,Linux,Red Hat EL 3.0 (IA-32),v4.0,	1
34	Oracle Full Use Standard Edition Database – Normal User	25
35	RED HAT ENT LINUX SVR-AS V3 STD FOR X86 CD	1
36	Storage Foundation Enterprise,Linux,Red Hat EL 3.0 (IA-32),1 CPU Base,v4.0 Extended Support, 1 Yr 24x7	1

Added by Amendment No. 2.

Item No.	Description	Qty.
37	Storage Foundation Standard,Linux,Red Hat EL 3.0 (IA-32),1 CPU Add-on,v4.0 Extended Support, 1 Yr 24x7	3
38	ID.RAID with right to connect up to 20 TB NAS/SAN storage	1

Cerner ProVision PACS TSM Backup Server (Operating System Software)

Item No.	Description	Qty.
39	IBM TSM Extend Edit processor License-OEM	6
40	RED HAT ENT LINUX SVR-AS V3 STD FOR X86 CD	1

Archive Storage – EVA 5000 –I-Cache Fibre – Long ATA – 2 Switches (Operating System Software)

Item No.	Description	Qty.
41	Storage Mgmt Appliance	1
42	FAC.INT.FOR STORAGE MGMT APPL.	1
43	Open View Storage Ops. Mgr. v1.2 Media	1
44	HP Open View SOW Unltd LTU	1
45	VCS HSV110 Media Kit 3.0c	1

Dual 3MP Gray Flat Panel & Color LCD Report Workstation – Dual HW (Operating System Software)

Item No.	Description	Qty.
46	a. Softview V5.0 Report Module b. Softview V6.0 Report Module	2 1
47	Symantec pcAnywhere 11.5 Host Only Retail	4

CR Equipment (Operating System Software)

Item No.	Description	Qty.
48	XSDPRO (7-10 LIC)	5
49	Add comments to a digital Image	5

Digital X-Ray Equipment (Operating System Software)

Item No.	Description	Qty.
50	XSDPRO (7-10 LIC)	4

Added by Amendment No. 2.

Item No.	Description	Qty.
51	Add comments to a digital Image	4

Voice Recognition Software (Operating System Software)

Item No.	Description	Qty.
52	PC Anywhere 11.0 Host and Remote Full Package 1 U	2
53	VERITAS BACKUP EXEC WINDOWS SERVER V9.1 EDITION	2
54	Windows 2003 Server License/SA	2
55	Windows 2000 Server Media Kit with Service Pack 4	1
56	RA-22255 IBM Via-Voice Unified Voice Recognition	4
57	RA-22256 Voice Recognition Correction Management	4

III. TELEMEDICINE

A. LICENSED SOFTWARE

None.

B. SUBLICENSED SOFTWARE (Operating System Software)

Item No.	Product No.	Description	Qty.
		***** Physician Station (4 Physician Configuration) *****	
1	9009	Starbak Software- Updates for Streaming Kit	1
2	101	Starbak Software - Updates for encoder/ transcoder	3
3	CTP-CAMCTRL	Remote Physician Camera Control	4
4	PCSAM3G70	Sony Multipoint Software	4
		***** Mobile Cart System (12 Units Configuration) *****	
5	PCSAM3G70	Sony Multipoint Software	12

Added by Amendment No. 2.

Attachment K-2
to
Exhibit K

Supplemental Software and Hardware

Supplemental Hardware

[see attached]

Added under Amendment No. 2.

Attachment K-2
to
Exhibit K

Supplemental Software and Hardware

Supplemental Hardware

I. DISASTER RECOVERY

Item No.	Product No.	Description	Qty.
		***** AlphaServer System Kernel *****	
1	DY-1280A-AA	AS GS1280 M8 OVMS	2
2	3X-H7606-AA	PDU NEMA L21-30P	2
3	3X-KN72C-AC	GS1280 7-1150 AD-IN OVMS	6
		***** AlphaServer Master PCI Drawer *****	
4	BN38C-05	5M VHDCI to 68HD Cable Assy -	2
5	BN38C-03	3M VHDCI to 68HD Cable Assy	2
6	3X-KZPCA-AA	1 CH WIDE ULTRA-2(LVD) ADAPT	4
7	DS-SL13R-BA	MOD 4354R US ULT3 RKMT DU BUS	2
8	3X-BA70A-AA	MSTR IO DRW AD-IN	4
9	3X-BNPSA-04	GS1280 8P IO Cable 3.3M	4
10	3R-A3848-AA	18.2 GB Internal disk drive (15,000 RPM)	16
11	DS-KGPSA-DA	PCI-FIBRE CH HBA 2GB ALPHA	4
12	3X-DEGXA-TA	10/100/1000 MBPS ETHNERNET WITH RJ45	2
		***** System Memory *****	
13	3X-MS7AB-CA	GS-ES 2GB RDRAM Memory	12
		***** System Console Group *****	
14	BN25G-04	17-03212-04 8MP to 8MP patch (4m)	4
15	261611-003	17IN/16V CRT 28MM 1600X1200 65HZ V7550 CARBON/SILVER	2
16	DG060A#ABA	COMPAQ D530 SFF P4-2.8GHZ 40GB 512MB 7200 RPM CD XPP	2
17	DEGXA-TA	PCI-X/PCI to GbE UTP NIC	2
		***** Production Fibre Channel SAN Com ponents *****	
18	221470-B21	2Gb SFF-SW Trncvr Kit	10
19	3R-A2979-AA	2M FC cable	4
20	344181-B21	STORAGEWORKS SAN SWITCH 2/16 2GB	2
21	3R-A2981-AA	15m SW LC/LC FC Cable	4
		***** Production Disk Subsystems *****	
22	236205-B21	36GB 15rpm dual port 2gb/sec drive	50
23	293568-B23	72.8 GB FC 15Krpm 2Gb disk drive	30
24	283198-B23	Enterprise 2C6D-B 60Hz (graph	1

Added by Amendment No. 2.

Item No.	Product No.	Description	Qty.
25	189715-003	258158-888 CTO/FLAG STORAGE C	1
26	221470-B21	2Gb SFF-SW Trncvr Kit	1
27	3R-A2979-AA	2M FC cable	1
		***** SERVICES - Virtual Storage Implementation Packages *****	
28	FP-SMIMP-26	SAN IMPLEMENTATION SERVICE SIS $190K-$299999 FP-SMIMP-26	1
		***** Production Tape Archival Subsystem *****	
29	H9A10-MC	M-Series Cab,H9A10,Blue,120V	1
30	188527-B26	20PK SDLT 110/220 TAPE CARTRIDGE SDLT TYPE I	2
31	FM-TL724-36	3Yr 7x24, 4HR DLT TP LIB 1-2DR	2
32	221692-B23	15M LC-LC CABLE KIT .	2
33	293472-B25	MSL5026S2 SDLT, Dual drive w/FC-LVD router, RM Library	2
34	304825-B21	MSL5000 Universal passthru mech. with elevator and router to connect first two libraries	1
		***** Dual AC Power Source *****	
35	3X-H7606-AA	PDU NEMA L21-30P	2
36	3X-H7514-AC	GS1280 M8 DUAL AC	2
		***** Expansion Racks and Power *****	
37	3X-H9A45-ZA	CAB 19", 41U, CARB, EXP, OCP	2
		***** Additional Network Communications Gear *****	
38	BN25G-04	17-03212-04 8MP to 8MP patch (4m)	10
39	3X-DE602-BB	PCI to Dual 10/100 UTP Enet	2
		***** For Existing Equipment *****	
40	3X-KZPCA-AA	1 CH WIDE ULTRA-2(LVD) ADAPT	1
41	BN38C-05	5M VHDCI to 68HD Cable Assy -	1

II. PACS

Rack Components – Servers – Data Center

Item No.	Description	Qty.
1	HP UPS R3000 XR – UPS (rack mountable) – AC 115 V – 2880 VA - UPS batter lead acid – 10 output connector(s) – 2 U, English UPS R3000 XR 110V-2880VA 2700W RM	2
2	TFT5600 RKM FLAT PANEL INTEGRATED KEYBOARD & MONITOR	1
3	RACK 10636 36U GRAPHITE-FLAT PALLET SHIP EMPTY	1
4	RACK SIDE PANEL KIT-10636 36U ONLY GRAPHITE	1
5	RACK STABILIZER FEET KIT-600MM 106XX GRAPHITE	1
6	KVM PS2 to Cat5 Interface Adapter (single pack)	1
7	KVM CONSOLE IP/STD CAT5-CABLE RED 12FT 8PK	1
8	KVM SERVER CONSOLE SWITCH 1X8, IU	1

Added by Amendment No. 2.

Rack Components – Gate – IRC

Item No.	Description	Qty.
9	HP UPS R3000 XR - UPS (rack mountable) – AC 115 V – 2880VA - UPS battery lead acid – 10 output connector(s) – 2 U, English UPS R3000 XR 110V-2880VA 2700W RM	2
10	TFT5600 RKM FLAT PANEL INTEGRATED KEYBOARD & MONITOR	1
11	RACK 10636 36U GRAPHITE-FLAT PALLET SHIP EMPTY	1
12	RACK SIDE PANEL KIT-10636 36U ONLY GRAPHITE	1
13	RACK STABILIZER FEET KIT-600MM 106XX GRAPHITE	1
14	KVM PS2 to Cat5 Interface Adapter (single pack)	1
15	KVM CONSOLE IP/STD CAT5-CABLE RED 12FT 8PK	1
16	KVM SERVER CONSOLE SWITCH 1X8, 1U	1

WorkFlow and WorkList Management Hardware

Item No.	Description	Qty.
17	KVM PS2 to Cat5 Interface Adapter (single pack)	1
18	72.8GB HD U320 SCSI-HPLUG 15K RPM	4
19	HP ProLiant DL380 G4, Rack, 2 x Xeon 3.6 GHz, 2GB DDR2 RAM,	1
20	WWF W2K SVR DISK KIT-W/SP4	1
21	CARE PACK 3YR 24X7 4HR HW PROLIANT DL380	1

Cerner ProVision PACS Test Archive

Item No.	Description	Qty.
22	12FT EXT WIDE SCSI SE/HVD/LVD HD68M/VHDC168M	1
23	CARE PACK 3YR 24X7 4HR-PROL ML370 DL380	1
24	REDUNDANT FAN KIT (3 FANS) DL380 G3 G4	1
25	KVM PS2 to Cat5 Interface Adapter (single pack)	1
26	USB Dongle	1
27	Fibre Channel FCA2214 PCI HBA for Windows 2000, 2003 & Linux	2
28	72.8GB HD U320 SCSI-HPLUG 10K RPM	2
29	SMART ARRAY 6404 CTRL-256MB 4CH U320 DDR	1
30	HP DAT 72h hot plug for Proliant-72GB (compressed) DAT 72 hot plug Int tape drive with OBDR for Proliant w/ univ drive bay. Incs TapeWare s/w, media, cleaning cartridge.	1
31	REDUNDANT POWER SUPPLY FOR G4 DL380 WITH NEMA AND IEC POWER CORDS	1
32	PROLIANT DL380 XEON/3.6 G4 RM 1GB	1
33	HP 36GB 15K U320 Pluggable Hard Drive	2

Added by Amendment No. 2.

Cerner ProVision PACS Gate Archive - IRC

Item No.	Description	Qty.
34	2GB (4X512MB) DDR ECC 200MHZ MEMORY FOR USE W/ G2 TECHNOLOGY	1
35	KVM PS2 to Cat5 Interface Adapter (single pack)	1
36	2CH ULTRA320 U320 SCSI PCI-X 64BIT 133MHZ UNIV VHDCI68 X2	1
37	HOT PLUG REDUNDANT POWER SUPPLY FOR DL580 G2/6400	1
38	72.8GB HD U320 SCSI-HPLUG 15K RPM	3
39	NC7771 GETH 10/100/1000TX-1PT PCI-X SVR NIC 64/133	1
40	XEON/3.0GHZ-4MB PROC OPT-KIT ML570 G2 DL580 G2	2
41	PROLIANT DL580 G2 XEON-3.0G 4MB (2P) 2GB RACK	1
42	CARE PACK 3YR 24X7 4HR-PROL 500 SER SVR HW	1
43	USB Dongle	1
44	CARE PACK 3YR 4-Hour, 24x7 Onsite, HW Support DL58x Family	1

Cerner ProVision PACS Gate & Web Archive

Item No.	Description	Qty.
45	2GB (4X512MB) DDR ECC 200MHZ MEMORY FOR USE W/ G2 TECHNOLOGY	1
46	KVM PS2 to Cat5 Interface Adapter (single pack)	1
47	2CH ULTRA320 U320 SCSI PCI-X 64BIT 133MHZ UNIV VHDC168 X2	1
48	HOT PLUG REDUNDANT POWER SUPPLY FOR DL580 G2/6400	1
49	Fibre Channel FCA2214 PCI HBA for Windows 2000, 2003 & Linux	2
50	72.8GB HD U320 SCSI-HPLUG 15K RPM	3
51	NC7771 GETH 10/100/1000TX-1PT PCI-X SVR NIC 64/133	1
52	XEON/3.0GHZ-4MB PROC OPT-KIT ML570 G2 DL580 G2	2
53	PROLIANT DL580 G2 XEON-3.0G 4MB (2P) 2GB RACK	1
54	CARE PACK 3YR 24X7 4HR-PROL 500 SER SVR HW	1
55	USB Dongle	1
56	CARE PACK 3YR 4-Hour, 24x7 Onsite, HW Support DL58x Family	1

Cerner ProVision PACS DBS & Store Archive

Item No.	Description	Qty.
57	2GB (4X512MB) DDR ECC 200MHZ MEMORY FOR USE W/ G2 TECHNOLOGY	1
58	SDLT 160/320GB INT TAPE-FOR PROLIANT CARBON	1
59	KVM PS2 to Cat5 Interface Adapter (single pack)	1
60	2CH ULTRA320 U320 SCSI PCI-X 64BIT 133MHZ UNIV VHDCI68 X2	1
61	HEWLETT-PACKARD – HP Smart Array 6402/128 – Storage controller	1
62	3U RACKMOUNT KIT	1
63	Fibre Channel FCA2214 PCI HBA for Windows 2000, 2003 & Linux	2
64	72.8GB HD U320 SCSI-HPLUG 10K RPM	3
65	NC7771 GETH 10/100/1000TX-1PT PCI-X SVR NIC 64/133	1
66	12FT EXT WIDE SCSI SE/HVD/LVD HD68M/VHDC168M	1

Added by Amendment No. 2.

Item No.	Description	Qty.
67	XEON/3.0GHZ-4MB PROC OPT-KIT ML570 G2 DL580 G2	2
68	PROLIANT DL580 G2 XEON-3.0G 4MB (2P) 2GB RACK	1
69	USB Dongle	1
70	CARE PACK 3YR 4-Hour, 24x7 Onsite, HW Support DL58x Family	1

Cerner ProVision PACS TSM Backup Server

Item No.	Description	Qty.
71	KVM PS2 to Cat5 Interface Adapter (single pack)	1
72	2CH ULTRA320 U320 SCSI PCI-X 64BIT 133MHZ UNIV VHDC168 X2	2
73	72.8GB HD U320 SCSI-HPLUG 15K RPM	3
74	HP ProLiant DL380 G4, Rack, 2 x Xeon 3.6 GHz, 2GB DDR2 RAM, Open Bay	1
75	CARE PACK 3YR 24X7 4HR HW PROLIANT DL380	1

Archive Storage – Image Cache for Gate

Item No.	Description	Qty.
76	CARE PACK 3YR 24X7 4HR-FULLY CTO 4214 SHELF	1
77	146.8GB HD U320 SCSI-HPLUG 3.5LP 1.0IN 10K RPM	14
78	STORAGEWORKS 4414R U320 SCSI ENCLOSURE MSA30 SB	1
79	COMPAQ – REDUNDANT POWER SUPPLY 4314	1

Archive Storage – EVA 5000 –I-Cache Fibre – Long ATA – 2 Switches

Item No.	Description	Qty.
80	2M LC-LC CABLE KIT	12
81	CTO FLAG FOR STORAGE	1
82	EVA 2C6D-C 60 Hz Graphite	1
83	146 GB 10K RPM Dual Port 2GB FC-AL 1 inch (2.54cm) Drive	14
84	FAC.INT. FOR 146GB 10K RPM HDD	14
85	M5314 FC Drive enclosure with Foundaton Service Solution: One 3u Controller assembly with two HSV100 Controllers w/ redundant pwr, installation and startup services 3 yrs VCS support etc	3
86	FAC.INT FOR M5314 DRIVE ENCLOSURE	3
87	250GB FATA DISK DUAL-PORT IN 2GB FC HYBRID HD	101
88	Factory Integrated	101
89	SHORT WAVE SFP FIELD INSTALL SHORT WAVE	8
90	SAN SWITCH 2/8V 8PORT SWITCH 1U RACK W/RAILS NO SFPS	2
91	Factory integrated for SAN Switch	2

Back-Up Storage – Tape Library

Item No.	Description	Qty.
92	RACK RAIL KIT MSL5026 MSL5030 MSL6030 MSL6060	1
93	MSL6000 UL460 Upgrade Tape Drive	4

Added by Amendment No. 2.

Item No.	Description	Qty.
94	MSL6060 NO DR LT02 200/400GB RM LIB 60 SLOT	1
95	12FT OFFSET VHDCI/VHDCI CABLE	4
96	41U / HP RACK SYSTEM/E QUARTZ COLOR	1
97	MODULAR POWER DIST. UNIT-FOR STD RACKS	1
98	200 – 240 volts North America	1
99	HEWLETT PACKARD – ITANIUM BTCO A5213AZ REAR DOOR F/RACK SYSTEM/E 41U REQUIRED WITH SKU 876338	1
100	1PK LTO-2 200/400GB DATA-CART ULTRIUM-2 460	60
101	HP CP Installation	1
102	HP-CARE PACK INST IMPLEMENTATION UPS<6KVA	1
103	HP UPS R3000 XR – UPS (rack mountable) - 3000 VA - UPS battery lead acid -	1

Dual 3MP Gray Flat Panel & Color LCD Report Workstation – Dual HW

Item No.	Description	Qty.
104	a. Dell Precision 670, 2 x 2.8Ghz Xeon, 2GB RAM, 2x36GB HD, PERC320,nVidia Quadro, CD-ROM, NIC, WinXP Pro, 3yrs 7X24 hr Support b. Prec670 2x3.6 Ghz 4GB RAM 2x36GB CD-RW XP Pro 3 yr 24x7 support c. Prec670, 3.6 Ghz 1GB RAM 2x36GB CD-RW XP Pro 3 yr 24x7 support	2 1 1
105	a. Planar C3i-2 Gray Dual FPD 3 Yr Extended Warranty (months 13-36) b. Planar C3i-2 Gray Dual FPD Windows	2 2
106	a. E3-2 System, Dx2 Card Standard Glass b. 3MP-2 3 Year Bronze Premium Service c. PX212M Black with Cxtra – includes 3 years prepaid rapid rep	1 1 2
107	OPTICAL MOUSE USB BLUE 98/WME/NT4.0/W2K PRO/XP	3
108	Opt – JPEG Lossless/YBR Decompression	3
109	Opt – Software Integration	3
110	Opt – VRS Server/Broker	3
111	Opt – Reformat Feature Pack – Report Only	3
112	SMARTUPS 1000VA 8RCPTL-120V USB LINEINT BLK	4
113	VP201B 20IN TFT ACT PANEL-BLK 16X12 TCO95 ALOG DIG	2

CR Equipment

Item No.	Description	Qty.
114	Fuji SMARTCR Pkg-Lite: CR IR 346 Single Plate Image Reader, Flash Lite IIP, 5-Port 10/100 Soho Switch, UPS/Power Cndmr, CR labels, CD Service Manual, 2 Application Scheduled Days	5
115	WALL MOUNT KIT KEYBOARD,MONITOR & CPU	5
116	Enables DICOM Print function from the Flash IIP workstations	5
117	Automatic Exam Selection for DICOM Modality Worklist	1
118	Cart	5

Added by Amendment No. 2.

CR and DR Supplies

Item No.	Description	Qty.
119	14 X 17 ST VI Imaging Plate Single (Pair for Scoli)	15
120	14 X 17 IP-3 Cassette Type C	15
121	10 X 12 ST VI Imaging Plate Single Pkg	10
122	10 X 12 IP-3 Cassette Type C	10
123	8 X 10 ST VI Imaging Plate	10
124	8 X 10 IP-3 Cassette Type C	10
125	SEISMIC BRACKET KIT (2PCS) SMARTCR	5
126	10 X 12 PROTECT-A-GRID 6:1 178L.40-72""""	5
127	14 X 17 PROTECT-A-GRID 6:1 178L.40-72""""	5
128	SEISMIC FLOOR ANCHORS	4
129	FujiFilm Freight	1
130	FCR One Shot Phantom	1

Digital X-Ray Equipment

Item No.	Description	Qty.
131	FCR VELOCITY – SPEEDSUITE W/C (80KW)	4
132	PATIENT SIDE SUPPORTS – VEL364E	4
133	WALL MOUNT KIT KEYBOARD,MONITOR & CPU	4
134	Enables DICOM Print function from the Flash IIP workstations	4

Voice Recognition Hardware

Item No.	Description	Qty.
135	CARE PACK 3YR 24X7 4HR-PROL ML370 DL380	2
136	HPLUG RPS KIT ML370 G2-G3 500W 110/220V CORDS	2
137	HPLUG REDUN FAN OPT KIT-ML370 G2 ML370 G3	2
138	72.8GB HD U320 SCSI-HPLUG 15K RPM	8
139	SDLT 160/320GB INT TAPE-FOR PROLIANT CARBON	2
140	NC7771 GETH 10/100/1000TX-1PT PCI-X SVR NIC 64/133	2
141	HEWLETT-PACKARD - HP Smart Array 6402/128 - Storage Controller Ultra320 SCSI - 320 MBps - RAID 0, 1, 5, 10, ADG - PCI-X	2
142	PROLIANT ML370 G3 TWR-XEON/3.2-2MB 1GB 1P	2
143	17IN/16V CRT 0.24MM 1280X1024 60HZ S7540 CARBON/SILVER TILT/SWIVL	2
144	Philips SpeechMike Pro USB w/o Barcode Reader	2
145	Tower to Rack Conversion Kit	2

Unistrut Construction

Item No.	Description	Qty.
146	ATG Technology Consultant hours	1
147	ATG Technology Consultant time (includes all hardware and other goods required to complete and deliver Tasks 7A through 7D of Attachment J-2 (PACS Phase I and Phase	125

Added by Amendment No. 2.

Item No.	Description	Qty.
	II) to this Agreement, other than the hardware and other goods expressly allocated to County thereunder)	

III. TELEMEDICINE

Item No.	Product No.	Description	Qty.
		***** Physician Station (4 Physician Configuration) *****	
1	PCS-G70N	Sony PCS-G70 Video Communication System	4
2	STM-2X	RDL mic to line amplifier.	4
3	DT 234	BeyerDynamic Pro Dynamic Headset	4
4	SPL-2	Custom audio monitoring system.	4
5	WRK-30SA-44	Middle Atlantic rack system w/fan/power assy/mounting	1
6	SPL-MISC - ICUPHYS	Custom connectivity, wall plates and custom hardware physica	4
7	22-2P-PINDSH-WHT-60	SPL Audio/Mic 2-pair w/ Individual Shield Cable (Plenum) 60'	4
8	82502-30	SPL RS232/422 control cable (Plenum) 30'	4
9	14-2C-TTP	SPL 14 AWG Speaker Cable (Plenum) 30'	4
10	9907	Starbak Conference Streaming Kit	1
11	100	Starbak Encoder/ transcoder	3
12	125	Starbak fibre channel interface	1
13	SPL-MISC-STARBAK	Custom connectivity, wall plates and custom hardware.	1
14	N1700W	N1700W LCD TV 17IN DIGTL-TCO99 SLV/BLK12X10 WIDESC	8
15	176050192	Dell Optiplex GX280, 2.8GHz, 1GB RAM, 40GB HDD, 17"" Monitor	4
		***** Mobile Cart System (12 Units Configuration) *****	
16	FG2105-3 NI-700	AMX Master Integrated Controllerw/Ethernet	12
17	FG423-41 PSN6.5	AMX 6.5 amp power Supply	12
18	FG2009-10 NXS-NMS	AMX Expander housing	24
19	FG2022 NXC-COM2	AMX RS232 device control interface	12
20	FG2024 NXC-VOL4	AMX volume control interface	12
21	FG515 AC-Rk	AMX single ru rack mount frame	24
22	6041901	Extron MAV 6x2 S video matrix w/ RS232 control	12
23	PCS-G70N	Sony PCS-G70 Video Communication System	12

Added by Amendment No. 2.

Item No.	Product No.	Description	Qty.
24	7007703	Extron rack mounting kit for single ru units	24
25	N1700W	N1700W LCD TV 17IN DIGTL-TCO99 SLV/BLK12X10 WIDESC	24
26	SPL-EXCONN	SPL plate for the cart to allow external connection	12
27	SPL-MHNXDCV7	SPL Mounting hardware for NXDCV7	12
28	WM-60	Olympus Mobile Workstation w/monitor bridge	12
29	SPL-MHC	SPL mounting hardware and connectors	12
30	PC-LG-SP450	LogiSys mini pc	12
31	FG2258-02K NXD-CV7	AMX Modero 7"" touch panel (replace SPL Panel)	12
		***** Primary Exam Package *****	
		Multipurpose Diagnostic Camera	
32	AMD-2500	General Examination Camera - NTSC Format	12
33	AMD-2505	Disposable Tip Cover for General Exam Camera (500)	12
34	AMD-2525	Tripod for AMD-2500	12
		Stethoscope	
35	AMD-3550	SmartSteth Digital Electronic Stethoscope	16
36	AMD-3554	10 Ft. Extended Chestpiece for AMD-3550	12
		Video Otoscope	
37	AMD-300s	Camera & Illumination - NTSC	12
38	AMD-2450	45mm Coupler	12
39	AMD-2015	ENT Scope	12
40	AMD-2015PB	Pneumatic Bulb for AMD-2015	12
41	AMD-2021	4mm Specula for AMD-2015 (Box of 1000)	12
		***** Additional Diagnostic Equipment *****	
42	AMD-3875	12 Lead Interpretive ECG for PC (Software/Hardware Combination)	6
43	AMD-3880	Resting Tab Electrodes For ECG (Box of 500)	6

Added by Amendment No. 2.

Exhibit I-D

Subcontract between CONTRACTOR and FUJIFILM Medical Systems USA, Inc.

[see attached]

Added under Amendment No. 2.

AGREEMENT REGARDING SUBCONTRACTED SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of _____, 2006 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Agreement"), is entered into between Cerner Corporation, a Delaware corporation ("Cerner"), and FUJIFILM Medical Systems USA, Inc., a New York corporation ("Fuji"), and is made in reference to that certain Los Angeles County Contract #71710, for the purpose of a turnkey Jail Hospital Information System for the Los Angeles County Sheriff's Department (as amended by Amendment No. 1 and Amendment No. 2 and as further amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions thereof, the "Prime Agreement"), between Cerner and the County of Los Angeles ("County"). Capitalized terms used herein (including in this introductory paragraph) without definition have the meanings given to such terms in the Prime Agreement.

WHEREAS, County and Cerner have entered into the Prime Agreement pursuant to which Cerner, in its capacity as "Contractor" thereunder, will provide certain Tasks, subtasks, Deliverables, goods, services and other work under and as defined in the Prime Agreement (collectively, "Work");

WHEREAS, Cerner desires to engage Fuji to provide a subset of such Work, the scope of which Work is further described in the attached Exhibit B (Installation Services & Product Coverage List) as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof; and

WHEREAS, Cerner and Fuji desire to set forth below the terms and conditions under which Fuji will perform the Work described in the attached Exhibit B and to make County a third party beneficiary of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Cerner and Fuji agree as follows:

1. Incorporation Terms and Conditions of the Prime Agreement.

(a) Cerner and Fuji agree that, to the extent of and with respect to Fuji's performance of installation services (as such installation services are described on the attached Exhibit B (Installation Services & Product Coverage List) collectively, "Installation Services") constituting Work under the Prime Agreement, including those terms of the Prime Agreement referenced in the attached Exhibit A (Specified Additional Terms and Conditions):

(i) Fuji and Cerner shall be bound by the terms and conditions set forth in the Prime Agreement as of the Amendment No. 2 Effective Date, including all exhibits, schedules, and appendices thereto, as if Fuji were the "Contractor" under the Prime Agreement and Cerner were "County" under the Prime Agreement, such terms and conditions of the Prime Agreement being

incorporated by this reference as if set forth herein, except that (A) the scope of Work to be performed by Fuji shall be solely as set forth in the attached Exhibit B (Installation Services & Product Coverage List), (B) the amount of any payments paid or payable to Fuji for the performance of such Work shall be solely as determined between Fuji and Cerner as described in Exhibit B, (C) the payment process for the payments to Fuji shall be solely as determined between Fuji and Cerner as described in Exhibit B, (D) with regard to Paragraph 11 (Ownership of the System and License) and Paragraph 20 (Proprietary Considerations) of the Prime Agreement, all external systems Interfaces which are proprietary to County, System Hardware and hardware components of all Interfaces, and all materials developed under this Agreement, for delivery to County, and all proprietary rights thereunder, shall be the sole property of County and not Cerner, and (E) as between Cerner and Fuji, Paragraph 17 (Indemnification, Insurance and Performance Bond) of the Prime Agreement shall be amended and restated as set forth in Section 1(b) below; and

(ii) With respect solely to those terms and conditions of the Prime Agreement referenced in the attached Exhibit A (Specified Additional Terms and Conditions), Fuji further agrees, to be bound by such terms and conditions directly to County as if Fuji were the "Contractor" under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of "County" under the Prime Agreement.

Except with respect to the exceptions set forth in Section 1(a)(i) above, in the event of any conflict or inconsistency between the terms and conditions of (A) the Prime Agreement or any exhibit, schedule, attachment or appendix thereto (including as amended pursuant to Section 1(b) below) and (B) the attached Exhibit B, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Prime Agreement and any exhibits, schedules, or appendices thereto (as amended pursuant to Section 1(b) and incorporated herein), and then to the terms and conditions of the attached Exhibit B.

(b) For purposes of this Agreement, Paragraph 17 (Indemnification, Insurance and Performance Bond) of the Prime Agreement shall be superceded in its entirety by the following:

"17. INDEMNIFICATION AND INSURANCE.

17.1 Indemnification. Fuji agrees to indemnify, defend, and hold harmless County and Cerner, and their respective officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to Fuji's operations or their services (including any directions given by Fuji to Cerner or County), which result from bodily injury, death, personal injury,

or property damage (including damage to property owned by or in the care, custody, or control of either party).

Cerner agrees to indemnify, defend, and hold harmless Fuji, and its respective officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to Cerner's operations or their services (including any directions given by Cerner to Fuji), which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of either party).

17.2 Insurance. Without limiting Fuji's indemnification obligations during the term of this Agreement, Fuji shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and shall be primary to and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage shall be delivered to County's Project Director, Los Angeles County Sheriff's Department, Data Systems Bureau, 12440 East Imperial Highway, 4th Floor East, Norwalk, California 90650 prior to commencing Work under this Agreement, shall specifically identify this Agreement, and shall at a minimum:

(i) clearly evidence all coverages required in this Agreement;

(ii) contain express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance; and

(iii) evidence County, its Special Districts, its officials, officers and employees as additional insureds for all activities arising from this Agreement.

17.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager and except with respect to programs of self-insurance maintained by Fuji.

17.4 Insurance Programs. At a minimum, Fuji shall maintain during the term of its subcontract with Cerner for Work under this Agreement programs of insurance which consists of:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent and naming County as an additional insured) with a

combined single limit of $1,000,000 for General , Products/Completed Operations, and Personal and Advertising Injury.

(ii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than $1,000,000 per accident.

(iii) Professional liability insurance covering any liability arising from any error, omission, commission, negligent, or wrongful act of Fuji, its officers, agents, or employees, in the performance of Work hereunder, with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of this Agreement.

(v) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Fuji is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than $1,000,000 per accident, and, in respect of disease, the policy limit shall be no less $1,000,000 and $1,000,000 for each employee.

17.5 Failure to Procure and Maintain Insurance. Failure on the part of Fuji to procure and maintain all the required insurance shall constitute a material breach of this Agreement upon which Cerner may immediately terminate this Agreement."

2. Agreement Regarding Products and Installation Services. Cerner will be acquiring from Fuji certain products ("Products"), along with related Installation Services, to be provided to County under the Prime Agreement. The list of Products to be provided is set forth in the attached Exhibit B (Installation Services & Product Coverage List) to this Agreement. Fuji agrees to provide such Installation Services on behalf of Cerner to County.

3. County as Third Party Beneficiary. Cerner and Fuji understand and agree that this Agreement is entered into for the benefit of County and that County expressly is made a third party beneficiary of this Agreement. Accordingly, at any time and from time to time, County may compel Cerner to enforce against Fuji and on County's behalf, any and all rights and remedies Cerner may have with respect to Fuji's breach of this Agreement.

4. Representations and Warranties. Each of Fuji and Cerner represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement has been duly authorized, executed, and delivered by such party, and that such party

has all necessary corporate power and authority to enter into this Agreement and to perform its respective obligations under this Agreement. Each party additionally represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5. Amendments. Notwithstanding anything to the contrary in this Agreement no amendment, modification, termination or waiver of any provision of this Agreement (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Cerner and Fuji, and acknowledged by County.

6. Assignment. Neither party may assign its rights and obligations under this Agreement (including the exhibits attached hereto) without prior written consent of the other party and prior written acknowledgement of County.

7. Effect on Prime Agreement. Except as expressly set forth in Section 1(b) hereto with respect to Fuji and Cerner, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibit, schedule, attachment or appendix thereto. Cerner expressly ratifies and affirms its rights and obligations under the Prime Agreement.

8. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

9. Entire Agreement. This Agreement and any and all exhibits, schedules, attachments and appendices hereto and thereto constitutes the complete and exclusive statement of understanding between the parties and with County and supercedes all previous agreements, written or oral, and all communications directly relating to the subject matter of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

11. Non-Disclosure. (a) Cerner agrees to treat as confidential and proprietary, and to take the same measures to prevent the unauthorized use or disclosure thereof as it does with its own confidential information, any confidential information of Fuji that becomes known to Cerner. Any information (a) given to Cerner by Fuji that is clearly marked as confidential, or (b) that by its nature or context should reasonably be understood to be confidential information, shall be considered confidential information. Confidential information does not include any information previously known to Cerner without an obligation of confidentiality, any information that is reasonably available to persons in the health information management industry without an obligation of confidentiality, and any information that becomes generally known by or available to the health information management industry through no fault of Cerner.

(b) Fuji agrees to treat as confidential and proprietary, and to take the same measures to prevent the unauthorized use or disclosure thereof as it does with its own confidential information, any

confidential information of Cerner that becomes known to Fuji. Any information (a) given to Fuji by Cerner that is clearly marked as confidential, (b) that by its nature or context should reasonably be understood to be confidential information shall be considered confidential information. Confidential information does not include any confidential information previously known to Fuji without an obligation of confidentiality, any information that is reasonably available to persons in the health information management industry without an obligation of confidentiality, and any information that becomes generally known by or available to the health information management industry through no fault of Fuji.

(c) Each party shall, subject to any requirement of law, treat as confidential information the contents of this Agreement. Both parties agree that all anticipated marketing material or press releases will be reviewed for approval by the other party prior to its release, including all press, marketing materials, logos, etc.

12. Certain out-of-pocket Costs. Unless otherwise specified in Exhibit B to this Agreement, all fees referenced are to include all of Fuji's specific out-of-pocket expenses for travel (air & cab fare, lodging, auto rental, per diem, etc.), long-distance telephone and the like. In the event Exhibit B provides for the reimbursement of expenses, Fuji will adhere to Cerner guidelines; and reimbursement of expenses will be as set forth in Exhibit B.

13. Infringement or Violation of Third Party Rights. Fuji warrants that none of the Products, services or deliverables to be provided under this Agreement violates any third party's intellectual property or other rights. Fuji will indemnify Cerner and County for all damages, liabilities, costs and expenses arising out of any claim against Cerner or County that the services or deliverables infringe a third party's intellectual property or other right. Fuji's obligation to indemnify Cerner will not apply to the extent Cerner is obligated to indemnify Fuji as set forth below.

If such a claim is made or appears likely to be made, Fuji agrees to enable Cerner and County's continued use of all rights in the Products, services or deliverables, or at Cerner's or County's request, to modify or replace it. If none of these alternatives is commercially reasonable, Fuji will refund the amounts paid by Cerner or County for such Products, services or deliverables in exchange for the return of the Products by County or Cerner.

Cerner will indemnify Fuji for all damages, liabilities, costs and expenses arising out of any claim ("Damages") against Fuji to the extent the Damages arise out of a claim that the combination of Fuji products with non-Fuji products as recommended by Cerner to County infringes a third party's intellectual property or other right.

14. Invoices & Payment. Fuji will invoice Cerner and Cerner will pay Fuji the price for the Products and services as set forth in the Fuji quote #0291008200400069-2 dated 2.7.05, with the exception of the charges for Freight listed in the Fuji quote which Cerner is not purchasing, which quote is hereby incorporated by reference in this Sub-Contracting Agreement. Exhibit B to this Agreement provides further description of the services to be provided by Fuji. Payment shall be made within sixty (NET 60) days after receipt of an acceptable invoice and supporting documentation.

15. Liabilities. CERNER SHALL NOT BE LIABLE TO FUJI FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE OF THIS AGREEMENT. IN NO EVENT SHALL CERNER BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST BUSINESS PROFIT) SUSTAINED BY FUJI FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. FUJI SHALL NOT BE LIABLE TO CERNER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE OF THIS AGREEMENT. IN NO EVENT SHALL FUJI BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST BUSINESS PROFIT) SUSTAINED BY CERNER FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THE FOREGOING LIMITATIONS SHALL NOT APPLY TO FUJI'S AND CERNER'S OBLIGATIONS TO EACH OTHER UNDER SECTIONS 11 (NON-DISCLOSURE), 13 (INFRINGEMENT OR VIOLATION OF THIRD PARTY RIGHTS) AND 1.b (17.1 INDEMNIFICATION).

16. Default. Either party may terminate this Agreement upon written notice to the other party if the other party (i) breaches any material provision of this Agreement and (ii) fails within fifteen (15) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the other party and thereafter proceeds with due diligence to completion. Either party may terminate this Agreement immediately if the other party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

17. Independent Contractor Status. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Fuji shall remain responsible, and shall indemnify and hold harmless Cerner for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to Fuji and their respective employees.

18. Dispute Resolution. In the event of a dispute between the parties, Cerner and Fuji agree to work cooperatively to resolve the dispute amicably at appropriate, mutually determined management levels. In the event that a resolution at such management levels does not occur, either party may submit the dispute to binding arbitration at a site in the state of the principal place of business of the non-petitioning party under the then-prevailing rules of the American Arbitration Association, Inc., a New York corporation. The AAA shall appoint a single neutral arbitrator from its commercial arbitration panel or its large complex case panel to decide the

dispute. The arbitrator shall be an attorney who has practiced law for at least 15 years. Failure of either party to pay fees and expenses as and when assessed by the AAA shall constitute a default upon which the arbitrator may award sanctions, up to and including dismissal or the defaulting party's claims and/or counterclaims. Judgment upon any award in such arbitration may be entered and enforced in any court of competent jurisdiction.

* * *

IN WITNESS WHEREOF, Cerner and Fuji have caused this Agreement to be executed as of the day and year first above written.

CERNER CORPORATION

By: _____
Name:
Title:

FUJIFILM Medical Systems USA, Inc.

By: _____
Name: FRED KAUFMAN
Title: National Director, Channel Sales

Exhibit A

Specified Additional Terms and Conditions:

- Paragraph 3.5 (Criminal Background Check of Contractor's Staff)
- Paragraph 12 (Assignment by Contractor)
- Paragraph 13 (Warranty Against Contingency Fees)
- Paragraph 14 (Termination for Gratuities)
- Paragraph 15 (Independent Contractor Status)
- Paragraph 16 (Subcontracting)
- Paragraph 18 (Records and Audits)
- Paragraph 22 (Compliance with Applicable Laws)
- Paragraph 23 (Fair Labor Standards)
- Paragraph 24 (Nondiscrimination and Affirmative Action)
- Paragraph 25 (Employment Eligibility Verification)
- Paragraph 28 (Governing Law and Jurisdiction)
- Paragraph 37 (Conflict of Interest)
- Paragraph 39 (Damage to County Facilities, Buildings, or Grounds)
- Paragraph 40 (Authorization Warranty)
- Paragraph 47 (Licenses, Permits, Registrations, Accreditation, and Certificates)
- Paragraph 48 (Physical Alterations)
- Paragraph 49 (Dispute Resolution Procedures)
- Paragraph 51 (Restrictions on Lobbying)
- Paragraph 55 (Confidentiality)
- Paragraph 56 (Termination for Improper Consideration)
- Paragraph 61 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
- Paragraph 63 (Contractor's Acknowledgment of County's Commitment to Child Support Enforcement)
- Paragraph 64 (Compliance with the County's Jury Service Program)
- Paragraph 66 (Consideration of Hiring GAIN/GROW Program Participants)
- Paragraph 69 (Contractor's Responsibility and Debarment)

- Paragraph 70 (Notice to Employees Regarding the Federal Earned Income Credit)
- Paragraph 71 (Recycled Bond Paper)
- Paragraph 72 (Safely Surrendered Baby Law)
- Paragraph 74 (Contractor's Obligations as a Business Associate Under HIPAA)

Exhibit B

Installation Services & Product Coverage List

Qty	Part Number	Description of Product Coverage List
4	XSPD-VEL-U-80C	FCR VELOCITY – SPEEDSUITE W/C (80KW) FCR Velocity-U Upright SpeedSuite is a fully integrated digital x-ray room replacement system. Featuring Fuji's compact high capacity cassetteless upright reader, the Flash IP Cassetteless ID and QA workstation and SpeedLink X-ray control Software integrating the x-ray generator with Fuji anatomical menus to streamline workflow. The package also includes front end x-ray equipment consisting of a generator, tube and tube stand from a leading high quality manufacture. >Fuji Full System Warranty (1Yr) **>Five (5) Fuji Professional Services Days of included with Package** >Hardware – compact upright digital reader with internal imaging plate, 8:1 grid, overhead and optional side supports, wired-remote, exam information screen. > Spatial Resolution – 10 pixel/mm > Pixel size – 100 micron pixel pitch > New FNC Processing – Flexible Noise Control, Reduces noise for clearer images without loss of diagnostic content > New Patented HD LineScan Technology, scans and erases the IP an entire line at a time for image availability in seconds > Large Detector Area – images up to 43x43 cm (17x17in) Fewer moving parts, for even higher durability & reliability > Fast Throughput – 240 IPs/hr, 10-13 sec Cycle Time > Auto Collimation, Auto Tracking & Speedlink are included > Speedlink fully automates the exposure and technique settings for the X-ray generator based on the specific exam type and series selected at the Fuji CR IIIP console. >Flash IIP Cassetteless console for patient ID, image QA and transmission. Featuring Fuji's SpeedLink X-Ray Control Software to fully automate exam technique with processing algorithms based on anatomic exam and series type selected at IP >Hardware – mini-tower CPU, keyboard, mouse, barcode scanner and 15" flat panel color touch screen monitor. >Image Intelligence – provides more than 153 anatomically specific image processing algorithms and advanced processing tools such as DRC and optional MFP (multi-objective frequency processing). >Image Editing Tools – Automatic collimation (back orders), density and contrast adjustments, movable markers and image flip/rotate. >Security features (technologist log in/log out), reject analysis tools >Standard DICOM MWLM, optional CR Store SCU, MPPS, Storage Commit and DICOM Print. Siemens Polydoros IT Generator (80kW) – 3D Top ACSS Ceiling Mounted Motorized Tube Stand and all the necessary mechanical components. Siemens Optitop 150/40/80 HC x-ray tube, AEC auto collimator
4	1ACCSKT00024	Seismic Floor Anchors
4	X-340Y0039	Patient Side Supports – VEL364E

4	XSMARTCR-LITE	The SmartCR Package Lite is a SmartCR reader unit packaged with the Flash Lite IIP. This compact readers and workstation are perfect for distributed digital imaging applications including the exam room for optimal workflow efficiency. The SmartCR lite includes the following features: - Cycle times of less than a minute for maximum technologist productivity. - A simplified user interface for image processing in as few as three steps - Image previews as the IP is scanned for quick positioning checks before the next exam. - Flash Lite IIP workstation for patient ID and QA can be networked to multiple FCR readers, including other SmartCR's and FCR 5000s for flexible placement. - **Two (2) Fuji Professional Service Days are included in the package.** - Hardware includes SmartCR reader unit for IP scanning and erasure, UPS, and Flash Lite IIP which features a desktop CPU, keyboard, barcode reader and 15" color touch screen LCD monitor - Software tools including o Main application software for simplified ID and QA o DICOM Worklist Management for interface to RIS/HIS o QC adjustments including exam reprocessing. o DRC image processing for improved visibility of both dense and peripheral tissue. o Technologist editing tools such as automatic Shuttering (back orders) and movable annotation markers. o Basic security features for technologist log in and log out. o Text file download of patient image database for reject analysis.
8	NSO-FLID-WMBKTC	Wall Mount Kit keyboard, monitor, & CPU Hardware to wall mount Flash Lite and Flash Plus IIP consoles. Supports keyboard, CPU (desktop and mini-tower) and monitor.
8	XDICOMPRINT710	Enables DICOM Print function from the Flash IIP workstations (7-10 licenses)
1	XSAUTOEXAM	Auto Exam Select enables mapping of RIS/HIS exam codes to Fuji MPM codes for automatic transfer of exam information the CR readers. This feature is an excellent workflow –enhancing tool, as it enables transfer of a patient's ordered exam(s) with name from RIS/HIS. Can be used with or without Study Group option. One license is required for each set of RIS/HIS exam codes mapped to Fuji MPM codes.
8	XSDPRO710	XSDPRO (7-10 LIC) enables DICOM compliant image communications of either a processed or unprocessed FCR image to PACS. This software also enables image transmission of DICOM unprocessed with private tags, which is used with Synapse PACS for maximum reprocessing functionality at the PACS workstation.
8	XFREETEXT	Ideal for technologist who need to quickly and easily add comments to the digital image. Free text.
4	XSMARTCART	Small cart providing countertop, sliding keyboard ray and cassette holder for SmartCR reader. Extra heavy engineered technical furniture providing countertop and cassette holder space for the SmartCR reader. A Compact Stationary Rack design for the SmartCR, which allows convenient placement of the computer workstation at just the right height above the reader. Includes a sliding keyboard tray and a convenient side mounted cassette holder.
12	R230147ST6-SPKG	14 x 17 St VI Image Plate Single PKG
12	R503147BWC	14 x 17 IP – 3 Cassette Type C

8	R230102ST6-SPKG	10 x 12 ST VI Imaging Plate Single PKG
8	R503102BWC	10 x 12 IP-3 Cassette Type C
8	R230180ST6-SPKG	8 x 10 ST VI Imaging Plate Single PKG
8	R503180BWC	8 x 10 IP-3 Cassette Type C
4	1ACCSKT00033	Seismic Bracket Kit (2PCS) SmartCR
4	XGRIDCAP1012A	10 x 12 Protect –A – Grid 6:1 178L 40-72"
4	XGRIDCAP1417A	14 x 17 Protect – A - Grid 6:1 178L 40-72"
1	XTT01	FCR ONE-SHOT PHANTOM Fuji Quality Control phantom with Quality Assurance Program booklet and CR users Guide booklet.

Fuji Medical Systems is responsible to provide installation, application training and warranty service and on all Fuji Medical Systems products. Applications training for all Fuji Medical Systems products are as follows:

Velocity and Speed Suites: Fuji shall provide 5 (five) days of applications training for our Velocity and Speed Suite systems. These days can be used all at once or broken up into multiple visits. Each system (if more than one is being installed) will receive the same number of application days per system.

SmartCR : Fuji Medical System will provide 2 (two) days of applications training per SmartCR system installed. All application training days for both the SmartCR and Velocity systems if not used can be banked and used at the customer's discretion.

System Installation:

Fuji Medical Systems is responsible for the installation of all Fuji Medical Systems products, including but not limited to the bolts or related hardware for attachment of equipment rails or light/mechanical hardware to the uni-strut supports and installation of closure strips. Fuji Medical Systems is not responsible for network drops, power requirements for either Speed Suites or SmartCR products. Fuji Medical Systems is also not responsible for any building modifications such as steel used to support X-Ray tube mounts (uni-strut) in the ceiling or any cable boxes to conceal cables or lead shielding for protection in the X-Ray rooms. Any building modifications are the responsibility of the Buyer and not FMSU.

All Fuji Medical Systems have a manufacturers warranty of 1 (one) year. All warranty service is performed by a Fuji Medical Systems trained service engineer.

Exhibit I-E

Subcontract between CONTRACTOR and Unistrut Corporation

[see attached]

Added under Amendment No. 2.

AGREEMENT REGARDING SUBCONTRACTED SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of February __, 2006 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Agreement"), is entered into between Cerner Corporation, a Delaware corporation ("Cerner"), and UNISTRUT CORPORATION, a Delaware corporation ("Subcontractor"), and is made in reference to that certain Los Angeles County Contract #71710, for the purpose of a turnkey Jail Hospital Information System for the Los Angeles County Sheriff's Department (Sheriff's Department) (as amended by Amendment No. 1 and Amendment No. 2 and as further amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions thereof, the "Prime Agreement"), between Cerner and the County of Los Angeles ("County"), . . Capitalized terms used herein (including in this introductory paragraph) without definition have the meanings given to such terms in the Prime Agreement.

WHEREAS, County and Cerner have entered into the Prime Agreement pursuant to which Cerner, in its capacity as "Contractor" thereunder, will provide certain Tasks, subtasks, Deliverables, goods, services and other work under and as defined in the Prime Agreement (collectively, "Work");

WHEREAS, Cerner desires to engage Subcontractor to provide a subset of such Work, the scope of which Work is further described in the attached Exhibit B (Installation Services & Product Coverage List) as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof; and

WHEREAS, Cerner and Subcontractor desire to set forth below the terms and conditions under which Subcontractor will perform the Work described in the attached Exhibit B and to make County a third party beneficiary of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Cerner and Subcontractor agree as follows:

1. Incorporation Terms and Conditions of the Prime Agreement.

(a) Cerner and Subcontractor agree that, to the extent of and with respect to Subcontractor's performance of installation services (as such installation services are described on the attached Exhibit B (Installation Services & Product Coverage List) collectively, "Installation Services") constituting Work under the Prime Agreement, including those terms of the Prime Agreement referenced in the attached Exhibit A (Specified Additional Terms and Conditions):

(i) Subcontractor and Cerner shall be bound by the terms and conditions set forth in the Prime Agreement, including all exhibits, schedules, and appendices thereto, as if Subcontractor were the "Contractor" under the Prime Agreement and Cerner were "County" under the Prime Agreement, such terms and conditions of the Prime Agreement being incorporated by this reference as if set forth herein,

except that (A) the scope of Work to be performed by Subcontractor shall be solely as set forth in the attached Exhibit B (Installation Services & Product Coverage List), (B) the amount of any payments paid or payable to Subcontractor for the performance of such Work shall be solely as determined between Subcontractor and Cerner, (C) the payment process for the payments to Subcontractor shall be solely as determined between Subcontractor and Cerner, (D) with regard to Paragraph 11 (Ownership of the System and License) and Paragraph 20 (Proprietary Considerations) of the Prime Agreement, all external systems Interfaces which are proprietary to County, System Hardware and hardware components of all Interfaces, and all materials developed under this Agreement, for delivery to County, and all proprietary rights thereunder, shall be the sole property of County and not Cerner, and (E) as between Cerner and Subcontractor, Paragraph 17 (Indemnification, Insurance and Performance Bond) of the Prime Agreement shall be amended and restated as set forth in Section 1(b) below; and

(ii) With respect solely to those terms and conditions of the Prime Agreement referenced in the attached Exhibit A (Specified Additional Terms and Conditions), Subcontractor further agrees, to be bound by such terms and conditions directly to County as if Subcontractor were the "Contractor" under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of "County" under the Prime Agreement.

Except with respect to the exceptions set forth in Section 10(i) above, in the event of any conflict or inconsistency between the terms and conditions of (A) the Prime Agreement or any exhibit, schedule, attachment or appendix thereto (including as amended pursuant to Section 1(b) below) and (B) the attached Exhibit B, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Prime Agreement and any exhibits, schedules, attachment or appendices thereto (as amended pursuant to Section 1(b) and incorporated herein), and then to the terms and conditions of the attached Exhibit B.

(b) For purposes of this Agreement, Paragraph 17 (Indemnification, Insurance and Performance Bond) of the Prime Agreement shall be superseded in its entirety by the following:

17. INDEMNIFICATION AND INSURANCE.

17.1 Indemnification. Subcontractor agrees to indemnify, defend, and hold harmless County and Cerner, and their respective officers, employees, and agents (collectively, "Indemnified Parties") from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to Subcontractor's operations or their services, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care,

custody, or control of either party). Cerner agrees to indemnify, defend, and hold harmless County, Subcontractor, and their respective officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to Cerner's operations or their services, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of either party).

17.2 Insurance. Without limiting Subcontractor's indemnification obligations during the term of this Agreement, Subcontractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and shall be primary to and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage shall be delivered to County's Project Director, Los Angeles County Sheriff's Department, Data Systems Bureau, 12440 East Imperial Highway, 4th Floor East, Norwalk, California 90650 prior to commencing Work under this Agreement, shall specifically identify this Agreement, and shall at a minimum:

(i) clearly evidence all coverages required in this Agreement;

(ii) contain express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance; and

(iii) evidence County, its Special Districts, its officials, officers and employees as additional insureds for all activities arising from this Agreement.

17.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager and except with respect to programs of self-insurance maintained by Subcontractor.

17.4 Insurance Programs. At a minimum, Subcontractor shall maintain during the term of its subcontract with Cerner for Work under this Agreement programs of insurance which consists of:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent and naming County as an additional insured) with a combined single limit of $1,000,000 for General , Products/Completed Operations, and Personal and Advertising Injury.

(ii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than $1,000,000 per accident.

(iii) Professional liability insurance covering any liability arising from any error, omission, commission, negligent, or wrongful act of Subcontractor, its officers, agents, or employees, in the performance of Work hereunder, with a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Such coverage shall be maintained for a period of not less than two (2) years, or the policy shall be endorsed to provide an extended reporting period of not less than two (2) years, following the expiration or termination of this Agreement.

(v) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Subcontractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than $1,000,000 per accident, and, in respect of disease, the policy limit shall be no less $1,000,000 and $1,000,000 for each employee.

17.5 Failure to Procure and Maintain Insurance. Failure on the part of Subcontractor to procure and maintain all the required insurance shall constitute a material breach of this Agreement upon which Cerner may immediately terminate this Agreement.

2. Agreement Regarding Products and Installation Services. Cerner will be acquiring from Subcontractor certain products ("Products"), along with related Installation Services, to be provided to County under the Prime Agreement. The list of Products to be provided is set forth in the attached Exhibit B (Installation Services & Product Coverage List) to this Agreement. Subcontractor agrees to provide such Installation Services on behalf of Cerner to County.

3. County as Third Party Beneficiary. Cerner and Subcontractor understand and agree that this Agreement is entered into for the benefit of County and that County expressly is made a third party beneficiary of this Agreement. Accordingly, at any time and from time to time, County may compel Cerner to enforce against Subcontractor and on County's behalf, any and all rights and remedies Cerner may have with respect to Subcontractor's breach of this Agreement.

4. Representations and Warranties. Each of Subcontractor and Cerner represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement has been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Agreement and to

perform its respective obligations under this Agreement. Each party additionally represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5. Amendments. Notwithstanding anything to the contrary in this Agreement no amendment, modification, termination or waiver of any provision of this Agreement (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Cerner and Subcontractor, and acknowledged by County.

6. Assignment. Neither party may assign its rights and obligations under this Agreement (including the exhibits attached hereto) without prior written consent of the other party and prior written acknowledgement of County.

7. Effect on Prime Agreement. Except as expressly set forth in Section 1(b) hereto with respect to Subcontractor and Cerner, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibit, schedule, attachment or appendix thereto. Cerner expressly ratifies and affirms its rights and obligations under the Prime Agreement.

8. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

9. Entire Agreement. This Agreement and any and all exhibits, schedules, attachments and appendices hereto and thereto constitutes the complete and exclusive statement of understanding between the parties and with County and supercedes all previous agreements, written or oral, and all communications directly relating to the subject matter of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

11. Non-Disclosure. (a) Cerner agrees to treat as confidential and proprietary, and to take the same measures to prevent the unauthorized use or disclosure thereof as it does with its own confidential information, any confidential information of Subcontractor that becomes known to Cerner. Any information (i) given to Cerner by Subcontractor that is clearly marked as confidential, or (ii) that by its nature or context should reasonably be understood to be confidential information, shall be considered confidential information. Confidential information does not include any information previously known to Cerner without an obligation of confidentiality, any information that is reasonably available to persons in the health information management industry without an obligation of confidentiality, and any information that becomes generally known by or available to the health information management industry through no fault of Cerner.

(b) Subcontractor agrees to treat as confidential and proprietary, and to take the same measures to prevent the unauthorized use or disclosure thereof as it does with its own

confidential information, any confidential information of Cerner that becomes known to Subcontractor. Any information (i) given to Subcontractor by Cerner that is clearly marked as confidential, (ii) that by its nature or context should reasonably be understood to be confidential information shall be considered confidential information. Confidential information does not include any confidential information previously known to Subcontractor without an obligation of confidentiality, any information that is reasonably available to persons in the health information management industry without an obligation of confidentiality, and any information that becomes generally known by or available to the health information management industry through no fault of Subcontractor.

(c) Each party shall, subject to any requirement of law, treat as confidential information the contents of this Agreement. Both parties agree that all anticipated marketing material or press releases will be reviewed for approval by the other party prior to its release, including all press, marketing materials, logos, etc.

12. Certain Out-of-Pocket Costs. Unless otherwise specified in Exhibit B to this Agreement, all fees referenced are to include all of Subcontractor's specific out-of-pocket expenses for travel (air & cab fare, lodging, auto rental, per diem, etc.), long-distance telephone and the like. In the event Exhibit B provides for the reimbursement of expenses, Subcontractor will adhere to Cerner guidelines; and reimbursement of expenses will be as set forth in Exhibit B.

13. Infringement or Violation of Third Party Rights. Subcontractor warrants that none of the Products, services or deliverables to be provided under this Agreement violates any third party's intellectual property or other rights. Subcontractor will indemnify Cerner and County for all damages, liabilities, losses and expenses arising out of any claim that the services or deliverables infringe a third party's intellectual property or other right. If such a claim is made or appears likely to be made, Subcontractor agrees to enable Cerner and County's continued use of all rights in the Products, services or deliverables, or at Cerner's or County's request, to modify or replace it. If none of these alternatives is commercially reasonable, Subcontractor will refund the amounts paid by Cerner for such Products, services or deliverables.

14. Invoices & Payment. Subcontractor agrees to submit invoices for all time and material services rendered hereunder on a monthly basis within a reasonable time after the end of such month as work progresses. Cerner will pay Subcontractor the price for the services as set forth in Exhibit B to this Agreement. All flat rate services rendered hereunder shall be invoiced at the completion of the service. All services delivered will be accompanied by daily time records that include hours worked per day. Cerner must receive the time records signed by the person on the engagement who is responsible for time and expense tracking. Cerner must also receive copies of expense receipts for verification. Payment shall be made within sixty (NET 60) days after receipt of an acceptable invoice and supporting documentation.

15. Flat Rate Fees. All services performed on a straight "Flat Rate" basis will be paid at the rate negotiated for each specific engagement according to Exhibit B. Subcontractor shall

maintain contemporaneous daily time records of services performed. The flat rates stated for each proposed service will include all taxes and represent a "not-to-exceed" cost.

16. Liabilities. EXCEPT FOR DAMAGES ARISING FROM BODILY INJURY CAUSED SOLELY BY THE NEGLIGENCE OF CERNER, CERNER SHALL NOT BE LIABLE TO SUBCONTRACTOR FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE OF THIS AGREEMENT. IN NO EVENT SHALL CERNER BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST BUSINESS PROFIT) SUSTAINED BY SUBCONTRACTOR OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

17. Default. Either party may terminate this Agreement upon written notice to the other party if the other party (i) breaches any material provision of this Agreement and (ii) fails within fifteen (15) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the other party and thereafter proceeds with due diligence to completion. Either party may terminate this Agreement immediately if the other party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

18. Independent Contractor Status. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Subcontractor shall remain responsible, and shall indemnify and hold harmless Cerner for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to Subcontractor and their respective employees.

19. Compliance with Applicable Laws.

(a) Subcontractor's activities hereunder, including, without limitation, the Tasks, subtasks, Deliverables, goods, services and other work from time to time delivered hereunder, shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, codes and directives. Subcontractor shall have up to fifteen (15) days to correct any noncompliance with COUNTY rules, regulations, ordinances, guidelines, codes and directives following written notice from COUNTY including written copies of such applicable rules, regulations, ordinances, guidelines, codes and/or directives.

(b) Subcontractor shall indemnify, defend, and hold harmless Indemnified Parties from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Subcontractor, its employees or agents of any such laws, rules, regulations, ordinances, guidelines, codes or directives.

* * *

IN WITNESS WHEREOF, Cerner and Subcontractor have caused this Agreement to be executed as of the day and year first above written.

CERNER CORPORATION

By: _____
Name:
Title:

UNISTRUT CORPORATION

By: _____
Name:
Title:

Exhibit A

Specified Additional Terms and Conditions:

- Paragraph 3.5 (Criminal Background Check of Contractor's Staff)
- Paragraph 12 (Assignment by Contractor)
- Paragraph 13 (Warranty Against Contingency Fees)
- Paragraph 14 (Termination for Gratuities)
- Paragraph 15 (Independent Contractor Status)
- Paragraph 16 (Subcontracting)
- Paragraph 18 (Records and Audits)
- Paragraph 22 (Compliance with Applicable Laws)
- Paragraph 23 (Fair Labor Standards)
- Paragraph 24 (Nondiscrimination and Affirmative Action)
- Paragraph 25 (Employment Eligibility Verification)
- Paragraph 28 (Governing Law and Jurisdiction)
- Paragraph 37 (Conflict of Interest)
- Paragraph 39 (Damage to County Facilities, Buildings, or Grounds)
- Paragraph 40 (Authorization Warranty)
- Paragraph 47 (Licenses, Permits, Registrations, Accreditation, and Certificates)
- Paragraph 48 (Physical Alterations)
- Paragraph 49 (Dispute Resolution Procedures)
- Paragraph 51 (Restrictions on Lobbying)
- Paragraph 55 (Confidentiality)
- Paragraph 56 (Termination for Improper Consideration)
- Paragraph 61 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
- Paragraph 63 (Contractor's Acknowledgment of County's Commitment to Child Support Enforcement)
- Paragraph 64 (Compliance with the County's Jury Service Program)
- Paragraph 66 (Consideration of Hiring GAIN/GROW Program Participants)
- Paragraph 69 (Contractor's Responsibility and Debarment)

- Paragraph 70 (Notice to Employees Regarding the Federal Earned Income Credit)
- Paragraph 71 (Recycled Bond Paper)
- Paragraph 72 (Safely Surrendered Baby Law)
- Paragraph 74 (Contractor's Obligations as a Business Associate Under HIPAA)

Exhibit B

Installation Services & Product Coverage List

Description of Installation Services:

Cerner Corporation January 23, 2006
2800 Rockcreek Parkway
Kansas City, MO. 64117
Attention: **Ken Lann**

PROJECT: LA Jail Projects – Installation of Four (4) Fuji Radiology Systems
Los Angeles, CA.

SCOPE OF WORK:

Unistrut proposes the design, furnish labor and materials to install the Unistrut supports for **one (1)** system at the **CRDF Facility** (Lynwood) and **three (3)** systems at the **IRC Facility**. All systems will include **five Unistrut channels x 9'-0" (L)** spaced at **2'-2" o.c.** located at the **ceiling elevation** (per Fuji's recommendation is at **9'-6" A.F.F.)** The Unistrut support system shall be attached to the existing structure located at **18'- 0" A.F.F. (CRDF Facility)** and **14'-6" A.F.F. (IRC Facility),** with the support members attached to the metal deck or existing structural steel beams. **(Note: Removal [by others] of the entire existing ceiling in the rooms at the IRC will be required for the installation of the Unistrut support system.) Three separate mobilizations** have been included **for the systems** at the **IRC Facility.** This proposal includes providing **shop drawings and structural calculations** stamped by a **licensed California Engineer** and shop and/or field welding inspections. Any demolition or removal of existing utilities or the installation of any supplementary structural steel if required for installation of the support systems is **specifically excluded.** This proposal is subject to clarifications and exclusions included below.

Finish of Unistrut channels and fittings to Unistrut's perma-green or galvanized finish; special plates to be prime painted; and finish of rod, bolts and nuts to be electro-galvanized.

Price:

For the **One Room @ the CRDF Facility** ----------	**$ 14,700.00**
For the **Three Rooms @ the IRC Facility** ----------	**$ 34,800.00**

Lead times: Shop Drawings – 3 weeks
Materials – 2 weeks after approved shop drawings

Payments shall be invoiced upon completion of each room. The three rooms at the IRC Facility shall be weighted equally and billed $11,600 upon completion of each room.

Note: Without limiting Subcontractor's obligations under this Agreement, including without limitation, Section 1(b) and Section 19:

1. County is required to review and approve for construction the shop drawings and structural calculations prior to installation of the Installation Services provided for under this Agreement.
2. This proposal is based upon the assumption that the existing structure to which the support system is attached is able to withstand the loads imposed upon it by the Unistrut system.
3. This proposal is based upon a **free and clear workspace**.

GENERAL EXCLUSIONS:

Without limiting Subcontractor's obligations under this Agreement, including without limitation, Section 1(B) And Section 19, protection of flooring, removal of obstructions, trapezes, **demolition or installation** of ceiling or wall systems, **patching and repairing of fireproofing,** pull testing for anchor bolts, **locating of reinforcing bars in the supporting structure,** bolts or related hardware for attachment of equipment rails or light/mechanical hardware to Unistrut supports, installation of closure strips (in Unistrut finish rails at ceilings), ceiling support angles, trolleys, permits, bonds, **any work not specifically noted above** are excluded from the above scope of work.

This quotation shall become part of any order/contract. This proposal is expressly conditioned upon the review, acceptance and execution of acceptable contract documents, including but not limited to a mutually agreeable schedule for the delivery of materials and scheduling manpower with **uninterrupted workflow during normal business hours** . This installation is based on using **union carpenters.** Unistrut will not accept any responsibility for **liquidated damages** or penalty clauses.

Exhibit L

Supplemental Warranty Periods and Pass Through Provisions

I. SUPPLEMENTAL WARRANTY PERIODS

A. SUPPLEMENTAL SOFTWARE – DISASTER RECOVERY

Applicable to all Supplemental Software listed under the heading "Disaster Recovery" on Attachment K-1 (Supplemental Software).

Ninety (90) days from the date on which COUNTY accepts in accordance with Subparagraph 2.4 (Approval of Work) of the Agreement all work associated with successful test of a graceful failover and failback, and activation of DR in production with data replication (each as described in Attachment J-1 (Disaster Recovery)).

B. SUPPLEMENTAL HARDWARE – DISASTER RECOVERY

Applicable to all Supplemental Hardware listed under the heading "Disaster Recovery" on Attachment K-2 (Supplemental Hardware).

Ninety (90) days from the date on which COUNTY accepts in accordance with Subparagraph 2.4 (Approval of Work) of the Agreement all work associated with successful test of a graceful failover and failback, and activation of DR in production with data replication (each as described in Attachment J-1 (Disaster Recovery)).

II. SUPPLEMENTAL PASS THROUGH PROVISIONS – See Attachments hereto.

Added under Amendment No. 2.

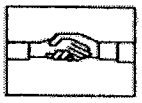
Attachment L-1
to
Exhibit L

Supplemental Warranty Periods and Pass Through Provisions

Disaster Recovery Supplemental Third Party Software – IBM

Applicable to item 2 of the Supplemental Third Party Software listed under the headings "Disaster Recovery" and "Sublicensed Software" on Attachment K-1 (Supplemental Software).

IBM Customer Agreement - License
Programs and Licensed Internal Code



Thank you for doing business with us through an IBM authorized remarketer. We are committed to providing you with the highest quality Products and Services. If, at any time, you have any questions or problems, or are not completely satisfied, please let the remarketer or us know.

We have signed agreements with IBM authorized remarketers to promote, market, and support some of our Programs. We have chosen these remarketers because of their skills and experience in a particular field. When you acquire our Programs from these remarketers, we confirm that we license the Programs to you under the terms of this Agreement (as defined below). We are not responsible for 1) the actions of these remarketers, 2) any additional obligations they may have to you, or 3) any products or services that they (and not us) may supply to you.

This IBM Customer Agreement - License (for purposes of this Attachment, called the "Agreement") covers the business transactions between us relating to the licensing of Programs listed in a Supplement and the provision of related Services. Some Programs you may acquire are used on certain specified machines (called "Specific Machines"), which use IBM Licensed Internal Code; therefore, this Agreement also covers Licensed Internal Code. Each Specific Machine will be identified in writing.

This Agreement and its applicable Attachments and Supplements are the complete agreement regarding these transactions. and replace any prior oral or written communications between us. By signing below, each of us agrees to the terms of this Agreement. Once signed 1) any reproduction of this Agreement. an Attachment, or Supplement made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Products and Services you receive under this Agreement are subject to it.

Added under Amendment No. 2.

Agreed to: (Customer name)	*Agreed to:* International Business Machines Corporation
By _____ Authorized signature	By _____ Authorized signature
Name (type or print):	Name (type or print):
Date:	Date:
Customer address:	Customer address:

IBM Authorized Remarketer Use

The remarketer must ensure that 1) the above customer information, IBM office address, and the following information are filled in and 2) the IBM Office shown above receives a copy of this Agreement, signed by the customer.

IBM Authorized Remarketer name: **IBM Authorized Remarketer address:**
CERNER CORPORATION **2800 Rockcreek Parkway, Kansas City, MO 64117**

1. Definitions

Designated Machine is the machine, that you identify to us by type/model and serial (or plant order) number, on which you intend to use a Program for processing. When we specify that you do not have to provide this identification to us, the term "Designated Machine" means the single machine on which you may use the Program at any one time.

Product is a Program or Licensed Internal Code.

Program is the following, including features and any whole or partial copies:

1. machine-readable instructions;
2. a collection of machine-readable data, such as a data base; and
3. related licensed materials, including documentation and listings, in any form.

The term "Program" means an IBM Program and any non-IBM Program that we authorize the remarketer to market, and that it provides to you. The term does not include Licensed Internal Code.

Service is assistance, such as Program support.

Specifications is a document that provides information specific to a Program. We call the document "Licensed Program Specifications" or "License Information."

Specified Operating Environment is the machines and Programs with which a Program is designed to operate, as described in the Program's Specifications.

2. Agreement Structure

Some Programs and Services have terms in addition to those we specify in this Agreement. We provide the additional terms in documents called "Attachments," which are also part of this Agreement. The applicable Attachment (if any) will be provided to you.

For each order you place for Programs, you will be provided with a "Supplement" to this Agreement, which confirms the specific details of your order.

If there is a conflict among the terms of the various documents, those of an Attachment prevail over those of this Agreement. The terms of a Supplement prevail over those of both these documents.

You accept the additional terms in an Attachment or Supplement by 1) using the Program or Service, or allowing others to do so, 2) making any payment for the Program or Service, or 3) signing it, if applicable.

3. Charges for Programs

Charges for Programs may be one-time, recurring, or a combination of both. Charges for Programs are payable to the remarketer (and not to us).

4. License of Programs

An individual Program becomes subject to this Agreement when you receive it or we authorize you to make an Additional License Copy. When this occurs, we grant you a license for the Program. Programs are copyrighted and licensed (not sold). We do not transfer title to Programs to you.

License Details

Under each license, we authorize you to:

use the Program's machine-readable portion on only the Designated Machine, If you change the Designated Machine, you agree to notify us of the change and its date;

1. store the Program's machine-readable portion in, transmit it through, and display it on, machines associated with the Designated Machine;

Added under Amendment No. 2.

2. do the following to support your authorized use as described above ---

   a) modify the Program's machine-readable instructions or data, or merge them into another Program, and
   b) make copies of the Program, provided you reproduce the copyright notice and any other legend of ownership on each copy or partial copy; and

3. use any portion of the Program we mark restricted (for example, "Restricted Materials of IBM") only to a) resolve problems related to the use of the Program and b) modify the Program so that it will work with other products.

You agree to comply with any additional terms (for example, a usage restriction) that a Program's Specifications may contain. Specifications are provided to you with the Program. For an "AS IS" Program, any additional terms are contained in a document called "Notice of Availability."

You agree not to do any of the following:

1. sublicense, assign, or transfer the license for any Program;
2. distribute any Program to any third party; or
3. reverse assemble, reverse compile, or otherwise translate any Program.

Conversion

You may, at any time, convert a license we grant you under this Agreement to a license under the IBM Customer Agreement. We will invoice you the applicable charges.

Distributed Features

Some Programs have features (called "Distributed Features") that are designed to work with those Programs (called "Associated Programs"). If a Distributed Feature is specified in the Supplement, we authorize you to:

1. make a copy of the Distributed Feature and its documentation; and

2. distribute the copy to, and use it on, a machine other than the Designated Machine of the Associated Program. You may use the copy on only one machine at a time. Persons using a machine outside of your business enterprise may use the copy only to access the Associated Program.

Additional License Copies

If you prefer, for each license we grant, rather than requiring you to obtain another copy of the Program, we will authorize you to make an additional copy (called an "Additional License Copy"). Such authorization is granted when an additional copy (called an

"Additional License Copy"). Such authorization is granted when an Additional License Copy is specified in the Supplement.

Program Packages

We provide certain Programs together with their own license agreements. These Programs (called "Program Packages") are licensed under the terms of the agreements provided with them. This Agreement's patent and copyright terms apply to IBM Program Packages.

For a Program Package, we may specify that Additional License Copies apply. If so, 1) these copies are subject to the terms of the Program Package's agreement, except that you may not transfer them, and 2) you may copy all of the Program Package's printed documentation.

If a Program Package has Distributed Features, this Agreement's terms regarding Distributed Features apply.

If a Program Package is preloaded onto a machine for you, the Program in its standard package is your backup copy. You agree that you are bound by the terms of that Program Package's license agreement.

Program Protection

For each Program, you agree to 1) ensure that anyone who uses it (accessed either locally or remotely) does so only for your authorized use and complies with our terms regarding Programs, 2) maintain a record of all copies, and 3) if it is a licensed data base, allow access to the information contained in it only to your employees, agents, or subcontractors, and only in support of their work for you.

Recurring-Charge Programs

The license for a Program with a recurring charge terminates if the relationship between us and the remarketer ends, unless you keep the Program. If you do so, you must pay us the applicable charges.

Variable-Charge Programs

We may place a machine in a machine group. The charges for some Program licenses depend on the group of the Designated Machine. We call these Programs "Variable-Charge" Programs. Variable charges include graduated charges and processor-based charges. We will specify the group for a machine and will inform the remarketer of any changes.

For these licenses, the following apply:

1. if you change (including upgrade or downgrade) a Designated Machine to a machine in another group, you may incur a group-upgrade charge or a changed recurring charge. You agree to promptly notify us or the remarketer of the date of such a change; and

2. if a change or reassignment results in a lower charge, we do not give credits or refunds for one-time charges already due or paid.

License Termination

You may terminate the license for a Program on one month's written notice. For some Programs, if you terminate the license and replace that Program with another we specify, we only require payment of an upgrade charge. We may terminate any Program license we grant in this Agreement if you do not meet your obligations regarding Programs.

You agree to destroy all copies of the Program within three months after license

termination. However, you may keep a copy in your archives.

5. Warranty for IBM Programs

For each warranted IBM Program, we warrant that 1) we have the right to license it and 2) it conforms to its Specifications. The warranty period for a Program expires when its Program Services are no longer available.

Misuse, accident, modification, operation in other than the Specified Operating Environment, or failure caused by a product for which we are not responsible may void the warranty.

THIS WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Items Not Covered By Warranty

We do not warrant uninterrupted or error-free operation of a Product. We will identify IBM Programs that we do not warrant. We provide non-IBM Programs on an "AS IS" basis.

6. Patents and Copyrights

If a third party claims that an IBM Product provided to you under this Agreement infringes that party's patent or copyright, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you 1)

promptly notify us in writing of the claim and 2) allow us to control, and cooperate with us in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If we determine that none of these alternatives is reasonably available, you agree to return the Product to us on our written request. We will give you a credit equal to your net book value for the Product, provided you have followed generally-accepted accounting principles.
This is our entire obligation to you regarding any claim of infringement.

Claims for Which We are Not Responsible

We have no obligation regarding any claim based on any of the following:

1. your modification of a Product, or a Program's use in other than its Specified Operating Environment; or

2. the combination, operation, or use of a Product with any product, data, or apparatus that we did not provide.

7. Limitation of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance, regardless of the basis on which you are entitled to claim damages from us, we are liable only for:

1. payments referred to in our patent and copyright terms described above;

2. bodily injury (including death), and damage to real property and tangible personal property; and

3. the amount of any other actual loss or damage up to the greater of $100,000 or the charges (if recurring, 12 months' charges apply) for the Product or Service that is the subject of the claim.

This limit also applies to any of our remarketers, subcontractors, and Program developers. It is the maximum for which we are collectively responsible.

Items for Which We are Not Liable

Under no circumstances are we, our remarketers, subcontractors, or Program developers liable for any of the following:

1.third-party claims against you for losses or damages (other than those under the first two items listed above);

2. loss of, or damage to, your records or data; or

3. economic consequential damages (including lost profits or savings) or incidental damages, even if we are informed of their possibility.

8. Changes to the Agreement Terms

In order to maintain flexibility in our Products and Services, we may change the terms of this Agreement by giving you three months' written notice. However, these changes are not retroactive. They apply as of the effective date we specify in the notice.

Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any order or written communication from you are void.

9. Agreement Termination

You may terminate this Agreement on written notice to us following the expiration or termination of all your obligations. Either of us may terminate this Agreement if the other does not comply with any of its terms.

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

10. General

Each of us 1) is free to enter into similar agreements with others, 2) will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations, and 3) may communicate with the other by electronic means. Each of us agrees that when electronic communications are used, they are the equivalent of written and signed documents.

Neither of us 1) grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication and 2) will bring a legal action under this Agreement more than two years after the cause of action arose.

You agree 1) not to assign, or otherwise transfer, this Agreement or your rights under it or delegate your obligations, without prior written consent; any attempt to do so is void, and 2) that you are responsible for the results obtained from the Products.

You may have additional rights under certain laws (such as consumer laws), which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, our exclusions or limitations may not apply to you.

All your rights, all our obligations, and all licenses (except for Licensed Internal Code) are valid only in the United States and Puerto Rico. The laws of the State of New York govern this Agreement.

11. Licensed Internal Code

Certain machines we specify (called "Specific Machines") use Licensed Internal Code (called "Code"). We own copyrights in Code. We own all copies of Code, including all copies made from them. Each Specific Machine will be identified in writing. If you are the rightful possessor of a Specific Machine, we grant you a license to use the Code (or any replacement we provide) on, or in conjunction with, only the Specific Machine, designated by serial number, for which the Code is provided. We license the Code to only one rightful possessor at a time.

Under each license, we authorize you to do only the following:

1. execute the Code to enable the Specific Machine to function according to our Official Published Specifications;

2. make a backup or archival copy of the Code (unless we make one available for your use), provided you reproduce the copyright notice and any other legend of ownership on the copy. You may use the copy only to replace the original, when necessary; and

3. execute and display the Code as necessary to maintain the Specific Machine.

You agree to acquire any replacement for, or additional copy of, Code directly from us in accordance with our standard policies and practices. You also agree to use that Code under these terms.

You may transfer possession of the Code to another party only with the transfer of the Specific Machine. If you do so, you must 1) destroy all your copies of the Code that were not provided by us, 2) either give the other party all your IBM-provided copies of the Code or destroy them, and 3) give the other party a copy of this page with the Specific Machine's identification information filled in below. We license the other party when it accepts these terms by initial use of the Code. These terms apply to all Code you acquire from any source.

Your license terminates when you no longer rightfully possess the Specific Machine.

Actions You May Not Take

You agree to use the Code only as authorized above. You may not do, for example, any of the following:

1. otherwise copy, display, transfer, adapt, modify, or distribute the Code (electronically or otherwise), except as we may authorize in the Specific Machine's Official Published Specifications or in writing to you;

2. reverse assemble, reverse compile, or otherwise translate the Code;

3. sublicense or assign the license for the Code; or

4. lease the Code or any copy of it.

INFORMATION FOR SUBSEQUENT LICENSEE OF LICENSED INTERNAL CODE

This page is copied from the IBM Customer Agreement - License and is provided to the subsequent licensee when Code is transferred.

The Specific Machine being transferred is identified as:

Type/Model_____ Serial Number_____

The following definitions are provided for the subsequent licensee of the Code:

1. "We" means International Business Machines Corporation (IBM);

2. The above Type/Model and Serial Number identify the Specific Machine to you; and

3. "You" means the subsequent licensee of the Code.

Statement of Limited Warranty

The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you originally purchase for your use, and not for resale, from IBM or an IBM authorized reseller. The term "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. Machines are subject to these terms only if purchased in the United States or Puerto Rico, or Canada, and located in the country of purchase. If you have any questions, contact IBM or your reseller.

Machine ____Refer to the applicable Cerner System Schedule Warranty Period* ____Refer to the applicable Cerner System Schedule **Elements and accessories are warranted for three months. Contact your place of purchase for warranty service information.*

Production Status

Each Machine is manufactured from new parts, or new and serviceable used parts (which perform like new parts). In some cases, the Machine may not be new and may have been previously installed. Regardless of the Machine's production status, IBM's warranty terms apply.

The IBM Warranty

IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications. IBM calculates the expiration of the warranty period from the Machine's Date of Installation. The date on your receipt is the Date of Installation, unless IBM or your reseller informs you otherwise.

During the warranty period, IBM or your reseller will provide warranty service under the type of service designated for the Machine and will manage and install engineering changes that apply to the Machine. IBM or your reseller will specify the type of service.

Added under Amendment No. 2.

For a feature, conversion or upgrade, IBM or your reseller may require that the Machine on which it is installed be 1) the designated, serial-numbered Machine an 2) at an engineering-change level compatible with the feature, conversion, or upgrade. Some of these transactions (called "Net-Priced" transactions) may include additional parts and associated replacement parts that are provided on an exchange basis. All removed parts become the property of IBM and must be returned to IBM.

Replacement parts assume the remaining warranty of the parts they replace.

If a Machine does not function as warranted during the warranty period. IBM or your reseller will repair or replace it without charge. If IBM or your reseller is unable to do so, you may return it to your place of purchase and your money will be refunded.

If you transfer a Machine to another user, warranty service is available to that user for the remainder of the warranty period. You should give your proof of purchase and this Statement to that user.

Warranty Service

To obtain warranty service for the Machine, you should contact your reseller or call IBM. In the United States, call IBM at 1-800-IBM-SERV (426-7378). In Canada, call IBM at 1-800-465-6666. You may be required to present proof of purchase.

Depending on the Machine, the service may be 1) a "Repair" service at your location (called "On-site") or at one of IBM's or a reseller's service locations (called "Carry-in") or 2) an "Exchange" service, either On-site or Carry-in.

When type of service involved the exchange of a Machine or part, the item IBM or your reseller replaces becomes its property and the replacement becomes yours. The replacement may not be new, but will be in good working order.

If it is your responsibility to:

1. obtain authorization from the owner (for example, your lessor) to have IBM to your reseller service a Machine that you do not own.

2. where applicable, before service is provided -

    a. follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provide.

b. secure all programs, data, and funds contained in a Machine.

c. inform IBM or your reseller of changes in a Machine's location, and

d. for a Machine with exchange service, remove all features, parts, options, alterations, and attachments not under warranty service. Also, the Machine must be free of any legal obligations or restrictions that prevent its exchange and

3. be responsible for loss of, or damage to, a Machine in transit when you are responsible for the transportation charges.

Extent of Warranty

IBM does not warrant uninterrupted or error-free operation of a Machine.

Misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible may void the warranties.

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOWEVER, SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF THESE LAWS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

In Canada, warranties include both warranties and conditions.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Limitation of Liability

Circumstances may arise where, because of a default on IBM's part (including fundamental breach) or other liability (including negligence and misrepresentation), you are entitled to recover damages from IBM.. In each such instance, regardless of the basis on which you are entitled to claim damages, IBM is liable only for:

1. bodily injury (including death), and damage to real property and tangible personal property; and

2. the amount of any other actual loss or damage, up to the greater of $100,000 or the charge for the Machine that is the subject of the claim.

Under no circumstances is IBM liable for any of the following:

1. third-party claims against you for losses or damages (other than those under the first item listed above);

2. loss of, or damage to, your records or data; or

3. economic consequential damages (including lost profits or savings) or incidental damages, even if IBM is informed of their possibility.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

Added under Amendment No. 2.

Attachment L-2
to
Exhibit L

Supplemental Warranty Periods and Pass Through Provisions

PACS Supplemental Hardware and Third Party Software – Fuji

Applicable to items 48 through 51 of the Supplemental Third Party Software listed under the headings "PACS" and "Sublicensed Software" on Attachment K-1 (Supplemental Software) and items 114 through 134 of the Supplemental Hardware listed under the heading "PACS" on Attachment K-2 (Supplemental Hardware).

For purposes of this Attachment, the following provisions apply with respect to the Products provided to County ("End User") by Fujifilm Medical Systems U.S.A., Inc. ("FMSU"):

CERTAIN DEFINITIONS.
Product shall mean the Fuji-brand products, parts, and accessories set forth as items 114 through 134 listed under the heading "PACS" on Attachment K-2 (Supplemental Hardware) and as items 48 through 51 listed under the headings "PACS" and "Sublicensed Software" on Attachment K-1 (Supplemental Software).

DISCLAIMER OF WARRANTIES.
THE FOLLOWING ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER WARRANTY OBLIGATIONS ON THE PART OF FMSU.

WARRANTIES.
FMSU shall provide the following warranty for the Product delivered to End-User:
1. For the period beginning twelve (12) months beginning at the time of installation or thirty (30) days after invoice, whichever occurs first, FMSU shall warrant the Product (subject to any exclusions or limitations provided in this Attachment) against faulty workmanship or defective materials.

2. FMSU warrants that at the time of delivery, FMSU has title to the Product free and clear of any and all liens and encumbrances.

3. If such Product fails to conform to the specification, FMSU's sole and exclusive maximum liability shall be (at FMSU's sole discretion) to either repair the Product, replace the Product, or refund the purchase price for the faulty Product returned by End-User to FMSU during the applicable warranty period, provided that:

Added under Amendment No. 2.

(i) FMSU is promptly notified in writing upon discovery by End-User that such Product failed to conform to the specification with an explanation of any alleged nonconformance;

(ii) the Return Material Authorization (RA) process is followed;

(iii) Product being returned within the 90-day inspection period may be returned at FMSU's expense to the address specified by FMSU during the RA process and as instructed by FMSU;

(iv) Product being returned beyond the 90-day inspection period but still under warranty shall be returned prepaid to the address specified by FMSU; and

(v) FMSU's examination of the Product confirms nonconformance and that the nonconformance was not caused by accident, misuse, neglect, alteration, improper installation or testing.

FMSU shall have a goal to repair or replace with new or like-new Product, at FMSU's sole discretion, within thirty (30) calendar days after receipt of the returned Product. Products returned as Out-of Box (OOB) failures and validated by FMSU will be replaced with the next available new Product. FMSU will use commercially reasonable efforts to expedite replacement of OOB failures so as to minimize end-user downtime. Product repaired or replaced as OOB failures or under warranty shall be returned to End-User at FMSU's expense using FMSU's preferred transportation carrier. Continued use or possession of the Product after expiration of the applicable warranty period shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of End-User.

Added under Amendment No. 2.

Attachment L-3
to
Exhibit L

Supplemental Warranty Periods and Pass Through Provisions

PACS Supplemental Hardware – HP

Applicable to items 1 through 103 and items 135 through 145 of the Supplemental Hardware listed under the heading "PACS" on Attachment K-2 (Supplemental Hardware).

The following are the Customer Services Standard Terms ("Terms") under which Compaq Computer Corporation, ("COMPAQ") provides Services to Customers in the United States of America.

1. DEFINITIONS

"Price List" refers to the applicable COMPAQ United States price list or catalog in effect when COMPAQ accepts Customer's order.

"Quotation" refers to the applicable authorized COMPAQ quotation in effect when COMPAQ accepts Customer's order

"Services" refers to (i) maintenance; support and other services as more fully defined in the applicable Service Description and/or Statement of Work and, (ii) as appropriate in the context of the various sections of these Terms, spare parts, documentation and diagnostic software.

"Client Equipment Master" or "CEM" refers to the contract document governing certain Service engagements. The CEM incorporates these Terms and all applicable Service Descriptions and Statements of Work, and specifies engagement-specific information such as the prices, service levels, covered products, service delivery locations and other details relating to the particular engagement.

"Service Description" refers to the COMPAQ document that describes the attributes of a particular Service and COMPAQ's and Customer's responsibilities relating to that Service.

"Software" refers to computer programs, including databases and license keys.

Added under Amendment No. 2.

"Statement of Work" refers to the document used by COMPAQ to describe customized Services. A Statement of Work may (i) describe the attributes of the customized Services to be provided and COMPAQ's and Customer's responsibilities relating to such Services, (ii) specify the price for such Services, and (iii) include technical and administrative requirements associated with such Services.

2. PRICES

The prices for Services will be specified in a Quotation, CEM or Statement of Work, or, in the absence of such documents, prices will be as specified in the Price List. The prices exclude and Customer is responsible for all applicable sales and use taxes. The prices for Services may be adjusted by COMPAQ at the end of the initial service period of each CEM upon ninety (90) days written notice.

3. ORDERS

All orders are subject to these Terms and are subject to acceptance by COMPAQ. Electronic and facsimile orders and acknowledgments satisfy any legal requirements that agreements be signed and in writing.
Cancellation or reschedule charges for Services will be as specified in the Service Description or Statement of Work.

4. PAYMENT

Payment for Services is due upon receipt of invoice.

5. SERVICE MATERIALS

COMPAQ service materials, including proprietary Software tools and associated documentation used by COMPAQ or a service provider authorized by Compaq in the delivery of Services remain the exclusive property of COMPAQ. Customer may use the service materials only for activities relating to the delivery of, and only during the term of, the applicable Services. Use of proprietary Software tools is subject to the associated proprietary Software tool license terms. Customer may not modify, remove or transfer the service materials or make them or any resultant diagnosis or system management data available to other parties without COMPAQ's prior written consent. Upon termination of the applicable Services, Customer will at COMPAQ's option destroy or return all service materials in its possession. Replacement parts may be new or refurbished. Replaced parts become the property of COMPAQ or the service provider.

Added under Amendment No. 2.

6. LIMITED WARRANTIES

COMPAQ Services
COMPAQ warrants that Services will substantially conform to the Service Description and any applicable Statement of Work. COMPAQ will remedy non-conforming Service provided Customer notifies COMPAQ of any non-conformance within thirty days after the performance of the non-conforming Service.

If in COMPAQ's opinion, COMPAQ is unable to otherwise remedy the non-conforming Service, COMPAQ may refund all or a portion of the purchase price of the non-conforming Service.

COMPAQ Spare Parts, Documentation and Diagnostic Software
COMPAQ warrants that COMPAQ brand spare parts purchased under this Agreement will be free of defects in workmanship and material. COMPAQ's exclusive remedy will be to repair or replace the defective spare part, or if unable to do so, refund the purchase price of the defective spare part; provided Customer notifies COMPAQ of any such defect within ninety days of delivery of the spare part. Spare parts may be new or refurbished.

Diagnostic Software and documentation is provided "As Is".

Year 2000

COMPAQ warrants that Services provided by COMPAQ will not impact the Year 2000 compliance of the Customer hardware or Software being serviced. If the hardware or Software is Year 2000 compliant, as warranted by the product's manufacturer at the time of sale or prior to COMPAQ's performance of the Services, COMPAQ in providing the Services hereunder will take no action nor supply any part or Software which will make such hardware or Software not Year 2000 compliant, provided that replacement parts, patches or updates supplied by the manufacturer of third party hardware or Software are Year 2000 compliant.

Unless expressly specified in the applicable Service Description or Statement of Work, Services do not include any Year 2000 date data performance or functionality remediation services.

If COMPAQ creates a Year 2000 related Field Change Order (FCO) for hardware or a Year 2000 related update or new version of Software, COMPAQ will provide such Year 2000 FCOs, updates or new versions to the extent the applicable Service Agreement, Service Description or Statement of Work includes as a feature the provision of applicable FCOs, updates or new versions.

Exclusions

These limited warranties do not apply to conditions resulting from improper use, external causes, including service or modifications not performed by COMPAQ or a service provider authorized by COMPAQ, or operation outside the environmental parameters specified for the product which is the subject of the Service. COMPAQ does not warrant that the operation of any product will be uninterrupted or error free.

These limited warranties are not applicable to third party products, which COMPAQ provides "As Is" unless otherwise expressly specified in an applicable Service Description, Statement of Work or COMPAQ warranty statement. Third party products may be warranted by the third party as specified in the documentation accompanying the product.

THESE LIMITED WARRANTIES ARE COMPAQ'S EXCLUSIVE WARRANTIES AND NO OTHER WARRANTY, REMEDY OR CONDITION, EXPRESS OR IMPLIED, WILL APPLY. COMPAQ SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LICENSED SOFTWARE

Software updates or revisions furnished in connection with Services are subject to the original license terms for such Software. Any standard commercial Software product furnished by Compaq is subject to the standard commercial Software license terms applicable to the product.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

COMPAQ will defend, at COMPAQ's expense, any claim brought against Customer alleging that any part or Software furnished in connection with the Services infringes a U.S. patent, copyright, trademark or mask work right (the "Claim").

COMPAQ shall pay all costs and damages finally awarded or agreed to in settlement of the Claim, provided that Customer furnishes COMPAQ with prompt written notice of the Claim and provides COMPAQ with information, reasonable assistance and sole authority to defend or settle the Claim.

In defense or settlement of the Claim, COMPAQ may obtain for Customer the right to continue using the part or Software, replace it, or modify it so it becomes non-infringing with substantially equivalent functionality. If such remedies are not reasonably available, COMPAQ will grant Customer a credit for the infringing part or Software as normally depreciated and accept its return.

COMPAQ will have no liability for any Claim resulting from the combination of any part or Software furnished hereunder with other products, which were not furnished by COMPAQ.

9. LIMITATION OF LIABILITY

COMPAQ WILL BE LIABLE TO CUSTOMER FOR DIRECT DAMAGES UP TO THE GREATER OF ONE MILLION DOLLARS ($1,000,000) OR THE ANNUAL CHARGES FOR THE PARTICULAR SERVICES, WHICH ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATION WILL NOT REDUCE COMPAQ'S OBLIGATIONS UNDER SECTION 8, INTELLECTUAL PROPERTY INDEMNIFICATION, OR COMPAQ'S LIABILITY FOR BODILY INJURY CAUSED BY COMPAQ'S NEGLIGENCE.

IN NO EVENT WILL COMPAQ BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF DATA, USE, OR PROFITS.

THESE LIMITATIONS WILL APPLY TO ANY FORM OF ACTION, WHETHER ARISING UNDER CONTRACT, STATUTE, TORT, OR OTHERWISE.

Any action against COMPAQ must be brought within eighteen (18) months after the cause of action arises. For purposes of this Section 9, "COMPAQ" includes its employees, authorized service providers and suppliers.

10. TERMINATION

If either party fails to perform or observe any of its obligations under these Terms, any CEM or Statement of Work, and such condition is not remedied within thirty (30) days after written notice to remedy, the other party may terminate the applicable CEM or the Statement of Work.

11. EXPORT STATEMENT OF ASSURANCE

Services may include the provision of parts, Software or technical data subject to U.S. export control regulations. Customer is responsible for complying with those regulations if it exports controlled parts, Software or technical data provided by COMPAQ or any product produced directly from the controlled technical data.

12. U.S. GOVERNMENT CUSTOMERS

Consistent with FAR 12.211 and 12.212, Commercial Computer Software, Computer Software Documentation, and Technical Data for Commercial Items are licensed to the U.S. Government under COMPAQ's or the third party licensor's standard commercial license.

13. GENERAL PROVISIONS

COMPAQ will not be responsible for delay or failure to perform due to causes beyond its reasonable control.

Customer will notify COMPAQ of any potential safety or health risks that may exist at Customer's site. Services may not be performed if COMPAQ reasonably believes conditions at Customer's site represent a safety or health risk.

Customer may not assign or transfer any of its rights or obligation under any CEM or Statement of Work without COMPAQ's written consent, which consent will not be unreasonably withheld. COMPAQ may subcontract the performance of Services to qualified service providers; provided, COMPAQ will remain responsible for the obligations of such service providers.

These Terms, the CEM, Service Description(s) and/or any applicable Statement of Work supersede any preprinted or additional terms on Customer's orders and any prior written or oral communications or representations by either party relating to the Services. No changes or modifications to these Terms will be effective without the express written consent of COMPAQ.

Any Customer site access requirements will not be enforceable to either increase the obligations or liabilities or reduce the rights of COMPAQ, its employees, or authorized service providers.

Customer will not directly solicit COMPAQ's or its authorized service providers' employees involved in the performance of Services for Customer to undertake employment with Customer or any affiliated company during the performance of such Services or for a period of one (1) year thereafter.

Customer will maintain as confidential and will not disclose to any third party prices or pricing reductions offered Customer.

These Terms and any CEM, Service Description, Statement of Work, or dispute arising in connection with Services will be governed by and constructed under the laws of the State of Texas.

Added under Amendment No. 2.

Attachment L-4
to
Exhibit L

Supplemental Warranty Periods and Pass Through Provisions

PACS Supplemental Hardware – Unistrut

Applicable to items 146 through 147 of the Supplemental Hardware listed under the heading "PACS" on Attachment K-2 (Supplemental Hardware).

WARRANTY

Type of Work: Job # 0
10-Unistrut Installed

Unistrut Illinois does hereby warrant that all materials furnished and work performed in conjunction with the project listed below are in accord with the contract documents and authorized modifications thereto and further, that this work shall be free from defects due to defective materials and/or workmanship for a period of one (1) year to commence on the date of significant completion of work.

This warranty shall become effective upon full and final payment of the amounts due as stated in the contract documents and authorized modifications thereto.

This warranty shall be limited to the repair and/or replacement, by Unistrut, of the work and further limited to the value of the work as stated in the contract documents and authorized modifications thereto, and shall not provide for the repair and/or replacement of material or work supplied by others.

This warranty shall become void upon work on, or modification to the work by individuals or firms other than Unistrut (unless such work upon or modification to has been requested or approved in advance by Unistrut).
Furthermore, this warranty shall not apply to work that has been damaged, abused and/or neglected by the owner, his agents or acts beyond the control of Unistrut.

Added under Amendment No. 2.

_____

Name of Project

_____

_____

Location

_____

Name of Owner

_____

Name of General Contractor

_____

Date of Significant Completion

_____

Unistrut Corporation

Kelly Dittrich
Project Manager

The ___ day of _____ 2006

Added under Amendment No. 2.

Attachment L-5
to
Exhibit L

Supplemental Warranty Periods and Pass Through Provisions

Telemedicine Supplemental Hardware – AMD

Applicable to items 32 through 43 of the Supplemental Hardware listed under the heading "Telemedicine" on Attachment K-2 (Supplemental Hardware).

AMD's Service Commitment

Service Starts with Quality Products. All AMD products are built with the highest commitment to customer satisfaction and are manufactured for AMD by industry leading manufacturers. All AMD products provide exceptional performance and quality; are easy to use and maintain, and operate dependably even in difficult environments.

Service Response: AMD offers telephone, email and video conference support world-wide. Also, a toll free hotline is available for our customers in the United States and Canada. When you place a service call, AMD works with you to assess the issue and then solve it. Your concerns are carefully tracked until you are satisfied.

Special Service Requirements: AMD will meet special service needs of its customers in critical or remote locations. Upon request, AMD will assist in determining the service requirements of your telemedicine program and design custom service programs to meet your uptime and customer satisfaction goals.

Flexible Pricing Options: AMD offers a number of flexible pricing options in one and three service plans to meet your program needs.

Standard Warranty:

All AMD products come with a standard warranty, effective for one year from date of County's acceptance of parts and labor. Extended warranties are available. The standard warranty covers:

- All AMD products subject to the Service Plan
- All parts and labor during period Plan is in effect
- Factory Repair of Product - 10 business day turn around from date of delivery to AMD (or delivery to factory at AMD's direction); replacement or repair at the election of AMD
- Customer must consult with AMD on shipping and packing instructions
- Customer responsible for return shipping and insurance cost
- AMD responsible for all repaired product shipping and insurance cost

Added under Amendment No. 2.

- Customer service hotline (Toll free in U.S. and Canada) 9 am to 5 pm Eastern Standard Time, U.S., Monday - Friday
- Covers any failure due to normal use excluding all consumables or disposables such as lamps, fluids, or gases

Extended Warranty:

All AMD products can be purchased with extended warranty coverage. The extended warranty coverage includes:

- Same terms as Standard Warranty for the period the Plan is in effect
- Products must be under continuous warranty and service coverage from date of delivery to Customer

Technical Support Service: (for self service programs)

- 24-hour technical support hotline (Toll free in the US and Canada)
- Video Conference Technical Consultation through customer generated call (up to six sessions per year).

PRIORITY ONE Service:

PRIORITY ONE Service is AMD's premium Rapid Response service and includes:

- A commitment to dispatch parts or replacement products to get your system up-and-running.
- 24-hour customer service hotline (Toll free in the U.S. and Canada)
- Technical support management through problem resolution
- "Hot-swap" of defective product upon fax or e-mail to AMD of receipted airbill and tracking information of U.S. or international delivery service to confirm return shipment of defective product:

  - Customer must consult with AMD on shipping and packing instructions
  - Customer responsible for return shipping and insurance cost
  - AMD responsible for all repaired product shipping and insurance cost

  Shipment of replacement equipment via next day air delivery for domestic U.S. customers and three business days (or the earliest standard guaranteed delivery by an international delivery service) for international customers. Customer responsible for any applicable duties or taxes.

- Covers all AMD products subject to the Service Plan
- All parts and labor during period Plan is in effect
- Factory Repair of Product - replacement or repair at the election of AMD
- Customer returns "hot swap" equipment upon completion of repair.

- Automatic shipment of consumable or disposable items
- Video Conference Technical Consultation through customer generated call (up to six sessions per year).
- Covers any failure due to normal use excluding all consumables or disposables such as lamps, fluids, or gases
- Products must be under continuous warranty and service coverage from date of delivery to Customer

Custom Service Programs (a menu of services): AMD will work with you to design, implement and support a custom service program to fit your specific needs. Services may include but are not limited to:

- Service requirements assessment
- Failure analysis
- Solution design
- Call management
- Repair service
- Results analysis
- Spare part/consumables management

Service program improvement AMD Telemedicine has earned a reputation for exceptional customer support and service. We measure our success by our customers' success and satisfaction. Our service programs are designed to address your program's service needs.

Exhibit M

Supplemental License Provisions – Supplemental CONTRACTOR Software

Applicable to items 1 through 4 of the Supplemental CONTRACTOR Software listed under the headings "PACS" and "Licensed Software" on Attachment K-1 (Supplemental Software).

Scope of Use Limit:

Product Description	Metric	Limit	Metric Definition
ProVision Workflow Manager	Procedures Facility DICOM Nodes	300,000 1 10	*No additional definition required.*
ProVision Worklist Manager	Procedures Facility DICOM Nodes	300,000 1 10	*No additional definition required.*
ProVision Web	Users	10 Users	*No additional definition required.*

For use and access by the following Permitted Facilities:
Los Angeles County Jail
12440 East Imperial Highway, 4th Floor
Norwalk, CA 90650

Clinical Environment: Cerner Millennium
A dedicated phone line is required for the modem proposed on the NT server.
RadNet Millennium and Discern Expert are prerequisites for the WorkFlow Manager.

The Supplemental CONTRACTOR Software shall be used by COUNTY solely for the purposes of processing data resulting from or related to clinical procedures performed at Permitted Facilities.

The Supplemental CONTRACTOR Software shall be used by COUNTY solely in accordance with the Specifications for the products and in the Clinical Environment.

Subject to Paragraph 6 (Change Notices and Amendments) of the body of the Agreement, CONTRACTOR agrees that COUNTY has the right to expand, delete or substitute Permitted Facilities as set forth in this Attachment (upon written notification to CONTRACTOR and subsequent amendment of this Attachment) provided the "Scope of Use Limit" set forth above is 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 project maintenance

Added under Amendment No. 2.

fees, custom programming, implementation or maintenance services from CONTRACTOR. Any such services must be acquired from CONTRACTOR at CONTRACTOR's then-current rates.

In the event the scope of use limit is exceeded, CONTRACTOR and COUNTY also agree that COUNTY may purchase licenses to extend the use of the Supplemental CONTRACTOR Software for the expansion fees and the additional monthly support fees indicated below (such fees are valid for 2 years after the date of the PACS Purchase Order, and thereafter will be increased at a rate of five percent (5%) per year):

Product Description	**Scope of Use Metric**	**Extending Scope of Use Limit by**	**Additional Licensing Fees**	**Additional Maintenance Fees**
ProVision Workflow Manager	Procedures Facility DICOM Nodes	30,000 1 1	$22,500	$281
ProVision Worklist Manager	Procedures Facility DICOM Nodes	30,000 1 1	$6,000	$81
ProVision Web	Users	1	$500	$6

COUNTY's scope of use will be measured periodically by CONTRACTOR's system tools, or, for metrics that cannot be measured within the System (e.g. FTEs or locations), COUNTY will provide the relevant information to CONTRACTOR at least once per year. In cases where COUNTY-provided information is being used to measure scope of use, CONTRACTOR reserves the right to inspect the applicable COUNTY records if such information is not publicly available. COUNTY agrees that if an event occurs that will affect COUNTY's scope of use (such as acquisition of a new hospital or other new facility), COUNTY will promptly notify CONTRACTOR in writing of such event (no later than thirty (30) days following the effective date of such event) so that COUNTY's scope of use can be reviewed. Subject to Paragraph 6 (Change Notices and Amendments) of the body of the Agreement, any additional license fees due under this paragraph will be payable within thirty (30) days following COUNTY's receipt of an invoice for such fees and additional monthly maintenance fee payments will begin as of the date the scope of use was exceeded (and will be pro-rated for any partial month).

Added under Amendment No. 2.

Exhibit N

Supplemental Pass Through License Provisions – Supplemental Third Party Software

[see attached]

Added under Amendment No. 2.

Attachment N-1
to
Exhibit N

Supplemental Pass Through License Provisions - Supplemental Third Party Software

Disaster Recovery Supplemental Third Party Software – IBM

Applicable to item 2 of the Supplemental Third Party Software listed under the headings "Disaster Recovery" and "Sublicensed Software" on Attachment K-1 (Supplemental Software).

See Attachment L-1 (Disaster Recovery Supplemental Third Party Software – IBM) to Exhibit L (Supplemental Warranty Periods and Pass Through Provisions) which is incorporated herein by this reference as Attachment N-1 (Disaster Recovery Supplemental Third Party Software – IBM) to Exhibit N (Supplemental Pass Through License Provisions – Supplemental Third Party Software).

Added under Amendment No. 2.

Attachment N-2
to
Exhibit N

Supplemental Pass Through License Provisions – Supplemental Third Party Software

PACS Supplemental Third Party Software – Oracle

Applicable to items 8 and 34 of the Supplemental Third Party Software listed under the headings "PACS" and "Sublicensed Software" on Attachment K-1 (Supplemental Software).

For purposes of this Attachment, Program shall mean the Oracle software and databases, and Application Program shall mean the Supplemental CONTRACTOR Software.

Upon license of Programs from CONTRACTOR, COUNTY has been granted a sublicense to use the Program. A sublicense is a sublicense which COUNTY can use the Program solely for the purpose of operating the Application Program. COUNTY shall comply with the requirements of the sublicense by restricting use of the Program to object code form of the Programs for the sole purpose of operating or supporting its use of the Application Program. If COUNTY uses the Program for any purpose other than for operating the Application Program, then COUNTY shall not be deemed to be operating the Program pursuant to a sublicense. COUNTY's use of the Programs shall be restricted to use of the Program to object code form in accordance with the scope defined in the applicable CONTRACTOR part number containing the Program for the COUNTY's own internal data processing only. COUNTY shall negotiate the necessary limitation prior to making any use of the Program, which is outside the sublicense terms.

The COUNTY ("Sublicensee") agrees to do the following with respect to Oracle Corporation products acquired from CONTRACTOR.

a. restrict use of the Program to the object code form for the Sublicensee's own internal data processing only in accordance with the scope defined in the applicable CONTRACTOR part number containing the Program;

b. prohibit a transfer or duplication of the Programs except for temporary transfer in the event of CPU malfunction and a single backup or archival copy;

c. prohibit assignment, timesharing or rental of the Programs;

d. prohibit use of the Programs for any purpose outside of the scope (as defined in the applicable CONTRACTOR part number containing the Program) of the Application Program;

Added under Amendment No. 2.

e. prohibit causing or permitting the reverse engineering, disassembly or decompilation of the Programs;

f. prohibit title from passing to the Sublicensee;

g. disclaim Oracle's liability for any damages, whether direct, indirect, incidental or consequential arising from the user of the Programs;

h. require the Sublicensee, at the termination of the Sublicense, to discontinue use and destroy or return to CONTRACTOR the Programs, Documentation and all archival or other copies of the Program;

i. restrict publication of any results of benchmark tests run on the Programs;

j. comply with any and all relevant export laws and regulations of the United States to assure that neither the Programs nor any direct product thereof, are exported, directly or indirectly, in violation of United States law; and

k. specify Oracle as a third party beneficiary of this Attachment.

Added under Amendment No. 2.

Exhibit O

CONTRACTOR's Obligations as a Business Associate Under Health Insurance Portability and Accountability Act

[see attached]

Added under Amendment No. 2.

Exhibit O

CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" or "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other

manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g), except as otherwise provided in subparagraphs 45 C.F.R. § (g)(3) and § (g)(5).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information,

including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall

report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Sheriff's Department Privacy Officer, telephone number (213) 893-5453 within five (5) days from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple ST.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by

the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within ten (10) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within fifteen (15) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within fifteen (15) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow

Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within fifteen (15) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity not less than ten (10) days for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to agree to the same restriction on the Use and Disclosure of such Protected Health Information that apply to Business Associate.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."