



**KAREN L. FLETCHER**  
Interim Chief Probation Officer

# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242  
(562) 940-2501



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

60 May 2, 2023

CELIA ZAVALA  
EXECUTIVE OFFICER

May 02, 2023

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

Dear Supervisors:

## **AMENDMENT TO SOLE SOURCE AGREEMENT 77285 WITH CERNER CORPORATION TO PROVIDE A PROBATION ELECTRONIC MEDICAL RECORDS SYSTEM (PEMRS)**

**(ALL SUPERVISORIAL DISTRICTS)**

**(3 VOTES)**

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

### **SUBJECT**

Approval of a sole source amendment to extend the term of Agreement Number 77285 (Agreement) with Cerner Corporation (Cerner) for a five-year period and two (2) optional 30-month periods for the Probation Electronic Medical Records System (PEMRS), including licensing, hosting, software maintenance and support, and professional services, and to increase the maximum contract sum to account for the total additional periods.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Interim Chief Probation Officer, or designee, to execute an Amendment, substantially similar to the attached (Attachment I), to the sole source Agreement with Cerner, upon approval as to form by County Counsel, to extend the Agreement for a five-year period at a cost of \$14,614,358, for a maximum contract sum of \$46,460,866 for (i) PEMRS ongoing software maintenance and support, hosting, security, upgrades implementation, and application

management services, and (ii) acquisition of professional services over the remainder of the Agreement term, including, but not limited to, assisting with implementation of upgrades to the PEMRS software due to end of life of the existing software version, enhancing the PEMRS software, developing interfaces to other systems, and creating custom reports to support quality patient care.

2. Delegate authority to the Interim Chief Probation Officer, or designee, to extend the Agreement for two (2) optional 30-month periods, at a cost of \$7,785,321 and \$8,348,640 for the first and second 30-month option terms, respectively, and to increase the total maximum contract sum to \$62,594,828.

3. Delegate authority to the Interim Chief Probation Officer, or designee, to prepare and execute amendments, to increase the maximum contract sum by 10% and/or 180 days to the period of performance, pursuant to the terms of the agreement, upon approval as to form by County Counsel.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

### Background

PEMRS was implemented on September 22, 2011, as an electronic medical record system for detained minors in Probation's care and custody. PEMRS is a three-Department collaboration among the Department of Health Service's Juvenile Court Health Services Division (JCHS), the Department of Mental Health (DMH), and Probation. PEMRS was established to manage healthcare in juvenile halls and camps in compliance with the County's settlement agreements with the United States Department of Justice (DOJ) in 2004 and 2008. Probation staff use PEMRS to perform intake screening, make medical and mental health referrals, and document medication administration. JCHS and DMH use PEMRS to support clinical workflow and to capture and manage clinical documentation. The hosting, maintenance, support, licenses, and professional services for PEMRS are necessary to support collaborative multi-agency health and mental health service delivery and continue compliance with the settlement agreement.

On June 1, 2010, your Board authorized the Interim Chief Probation Officer to enter into the Agreement with Cerner through May 31, 2017, with options to extend the term for up to two (2) additional and consecutive 36-month periods. On May 16, 2017, your Board authorized the Interim Chief Probation Officer to exercise the first option term, extending the Agreement through May 31, 2020, and on May 19, 2020, your Board authorized the Interim Chief Probation Officer to exercise the second option term, extending the Agreement through May 31, 2023.

### Recommendation

The purpose of the recommended action is to authorize the Interim Chief Probation Officer, or designee, to execute an Amendment to (i) extend the Agreement for a five-year period at a cost of \$14,614,358, for a maximum contract sum of \$46,460,866, and (ii) delegate authority to the Interim Chief Probation Officer, or designee, to extend the Agreement for two (2) optional 30-month periods, at a cost of \$7,785,321 and \$8,348,640 for the first and second terms, respectively, and to increase the total maximum contract sum to \$62,594,828.

The recommended actions will allow (i) PEMRS ongoing software maintenance and support, hosting, security, upgrades implementation, and application management services, and (ii) acquisition of professional services over the remainder of the Agreement term, including but not limited to, assisting with implementation of upgrades to the PEMRS software due to end of life of the existing software version, enhancing the PEMRS software, developing interfaces to other systems, and creating custom reports to support quality patient care.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

PEMRS enables Probation, the Department of Health Services (DHS), and DMH to collaborate in providing quality health and mental health care for youth in juvenile halls and camps.

### **FISCAL IMPACT/FINANCING**

The cost as a result of the Amendment is \$14,614,358 over the five-year extended period. Funding is included in the Department's FY 2022-23 Final Budget.

The estimated cost for the two (2) optional 30-month periods is \$7,785,321 and \$8,348,640 for the first and second option terms, respectively. Probation has funding and will adjust the annual budget accordingly as required to support the contract services.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

All terms and conditions included in the existing Agreement will continue to apply following execution of the proposed Amendment. County Counsel retained outside counsel Drukker Law, Inc., to assist with preparation, negotiation, and review of the recommended Amendment, and Drukker Law, Inc., concurs with County Counsel to approve the recommended Amendment (Attachment I) as to form.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval of the Amendment to the Agreement with Cerner. The OCIO determined that this recommended action(s) does not include any new IT items

that would necessitate a formal written CIO Analysis.

### **CONTRACTING PROCESS**

On June 1, 2010, your Board authorized the Interim Chief Probation Officer to enter into the Sole Source Agreement with Cerner to provide PEMRS. The maximum contract sum for the initial term of the Agreement of June 1, 2010, through May 31, 2017, was \$17,003,408, with an option to extend the initial term for up to two (2) additional and consecutive 36-month periods pursuant to the authority delegated to the Interim Chief Probation Officer. On May 16, 2017, your Board approved the first 36-month optional extension from June 1, 2017, through May 31, 2020, increasing the contract sum in the amount of \$7,486,593, for continued maintenance, support, hosting, and professional services regarding PEMRS. On May 19, 2020, your Board approved the second 36-month optional extension from June 1, 2017, through May 31, 2023, increasing the contract sum in the amount of \$6,978,700, for continued maintenance, support, hosting, and professional services regarding PEMRS. Attachment II is the Sole Source Checklist mandated by your Board. In accordance with your Board's contract policy requirements for Sole Source Contracts, Probation notified your Board on November 2, 2022, of its intent to extend the contract with Cerner.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This proposed Amendment will allow Probation to continue to receive uninterrupted maintenance, support services, and hosting services for its electronic medical records system. During the 5-year extended term, Probation will collaborate with DHS to determine the feasibility of adopting the DHS ORCHID system for Probation medical records. In the event that adoption of ORCHID for Probation medical record systems is determined to be infeasible, Probation will conduct a market survey by May 31, 2026, to determine whether more suitable or economical solutions exist in the marketplace to inform a decision on whether to conduct a solicitation for a new system before the expiration of the 5-year term.

The Honorable Board of Supervisors

5/2/2023

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Respectfully submitted,



KAREN L. FLETCHER

Interim Chief Probation Officer



Peter Loo

Acting Chief Information Officer

KLF:TH:ds

Enclosures

c: Executive Officer  
Chief Executive Office  
County Counsel

**AMENDMENT NUMBER FIFTEEN**  
**TO AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**AND**  
**CERNER CORPORATION**  
**FOR**  
**PROBATION ELECTRONIC MEDICAL RECORDS SYSTEM**

This Amendment Number Fifteen (hereinafter "Amendment No. 15") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (hereinafter "Amendment No. 15 Effective Date") by and between the County of Los Angeles (hereinafter "COUNTY") and Cerner Corporation (hereinafter "CONTRACTOR") and amends that certain Agreement Number 77285, dated June 1, 2010, by and between COUNTY and CONTRACTOR for a Probation Electronic Medical Records System (as further defined in the Agreement, "PEMRS") for the benefit of COUNTY and its Probation, Health Services and Mental Health Departments, as modified by all Amendments and Change Notices thereto, including without limitation by this Amendment No. 15 (hereinafter together with all Exhibits and Attachments thereto, all as amended prior to the Amendment No. 15 Effective Date, "Agreement").

**WHEREAS**, CONTRACTOR has developed and implemented and has been hosting, maintaining and supporting PEMRS along with necessary Tailoring pursuant to the terms and conditions of the Agreement; and

**WHEREAS**, the term of the Agreement expires on May 31, 2023; and

**WHEREAS**, COUNTY desires, with CONTRACTOR's approval: (1) to extend the term of the Agreement from May 31, 2023 to allow for implementation of additional Optional Phase Systems and continued provision of CONTRACTOR of maintenance, support, Remote Hosting Services, and other services with respect to PEMRS; (2) add additional services to engage CONTRACTOR to provide assistance in connection with implementation of Upgrades; (3) to increase available OPS Pool Dollars to allow COUNTY to engage CONTRACTOR as needed in order to perform other professional services in connection with PEMRS; (4) to increase the Contract Sum under the Agreement accordingly; (5) to add the COUNTY's Information Security and Privacy Requirements Exhibit; and (6) to make other amendments described herein; and

**WHEREAS**, this Amendment No. 15 is entered into in accordance with the applicable provisions of Paragraph 6 (Change Notices and Amendments) of the body of the Agreement;

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. AMENDMENTS TO THE BODY OF THE AGREEMENT.

- a. Paragraph 5 (Term) of the body of the Agreement is deleted in its entirety and replaced with the following:

“5. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for eighty-four (84) months (“Initial Term”), and thereafter may be extended upon notice by and at the discretion of the Chief Probation Officer for up to two (2) additional and consecutive thirty-six (36) month periods (in this Paragraph 5, each an “Extended Term”), unless sooner terminated in whole or in part, as provided in this Agreement. As of the effective date of Amendment Number Fifteen to this Agreement, the parties agree to extend the term of this Agreement beyond the Initial Term and first two Extended Terms, for an additional Extended Term which shall continue through May 31, 2028. The parties further agree to add two (2) additional and consecutive thirty (30) month Extended Terms, which may be exercised at the discretion of the Chief Probation Officer, unless sooner terminated, in whole or in part, as provided in this Agreement. As used herein, the words “term of this Agreement” mean and include the Initial Term and all exercised Extended Terms.”

- b. Paragraph 7.1 (General) under Paragraph 7 (Contract Sum) of the body of the Agreement is deleted in its entirety and replaced with the following:

“7.1 General

7.1.1 Subject to Subparagraph 2.4 (Approval of Work) and Subparagraph 4.2 (Unapproved Work), Paragraph 9 (Acceptance of System by COUNTY), the "Contract Sum" under this Agreement, including, without limitation, OPS Pool Dollars, Implementation Pool Dollars and all applicable taxes, shall not exceed Forty Six Million Four Hundred Sixty Thousand Eight Hundred Sixty Six Dollars (\$46,460,866), which amount is allocated as set forth on Exhibit B (Schedule of Payments). The Contract Sum is the maximum monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, subtasks, Deliverables, goods, services, and other work specified under this Agreement during the term of the Agreement, as shown on Exhibit B (Schedule of

Payments).

7.1.2 CONTRACTOR acknowledges that all tasks, subtasks, Deliverables, goods, services and other work specified under this Agreement are payable on a firm, fixed price basis in accordance with the terms and conditions of this Agreement, including but not limited to Paragraphs 4 (Work), 7 (Contract Sum) and 8 (Invoices and Payments). Without limiting the foregoing, the Contract Sum shall not be increased for any costs or expenses whatsoever of CONTRACTOR, and may be modified only pursuant to an Amendment to this Agreement pursuant to Subparagraph 6.3. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall perform and complete all work set forth in this Agreement in exchange for the amounts to be paid to CONTRACTOR as set forth in this Agreement.”

- c. Paragraph 17.2.1 (Liability Insurance) is amended to add clause D. to the end of such paragraph as follows:

“D. Cyber Liability insurance coverage with limits of at least \$15,000,000 per occurrence and in the aggregate during the term of the Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of COUNTY data no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Agreement. CONTRACTOR shall add the COUNTY as an additional insured to its cyber liability insurance policy and provide to the COUNTY certificates of insurance evidencing the foregoing upon the COUNTY’s request. No exclusion/restriction for unencrypted portable devices/media may be on the policy.”

## 2. AMENDMENTS TO EXHIBITS AND ATTACHMENTS TO THE AGREEMENT.

- a. The body of Attachment B (Schedule of PEMRS Software) to Exhibit A (Statement of Work) to the Agreement is amended and restated in its entirety with Attachment B (Schedule of PEMRS Software), attached to this Amendment No. 15 and incorporated by reference. The Third Party Software pass through provisions originally attached to Attachment B



(Schedule of PEMRS Software) and as amended prior to the date hereof, remain unchanged.

- b. The body of Attachment C (Related Contractor Software Product Descriptions) to Exhibit A (Statement of Work) to the Agreement is amended and restated in its entirety with Attachment C (Related Contractor Software Product Descriptions) attached to this Amendment No. 15 and incorporated by reference. Additionally, the Solution Descriptions originally attached to Attachment C (Related Contractor Software Product Descriptions) and as amended prior to the date hereof, are supplemented to include the Solution Descriptions attached to this Amendment No. 15 and incorporated by reference. The remaining Solution Descriptions originally attached to Attachment C (Related Contractor Software Product Descriptions) and as amended prior to the date hereof, remain unchanged.
  - c. Exhibit B (Schedule of Payments) to the Agreement amended and restated in its entirety and replaced with Exhibit B, attached hereto and incorporated by reference.
  - d. Exhibit D (Service Level Agreement), including all schedules thereto, is amended and restated in its entirety with Exhibit D (Service Level Agreement), including all schedules thereto, attached hereto and incorporated by reference.
3. SYSTEM DESIGN REPORTS. The System Design Reports for Professional Services and Licenses dated November 18, 2022 (Chart Search), December 2, 2022 (Dynamic Documentation Optimization), December 7, 2022 (Specimen Collection), December 8, 2022 (Banner Bar Demographics), December 8, 2022 (HIM Deficiencies), December 15, 2022 (CAIR2\_Immunizations), March 20, 2023 (Upgrade Center Managed Services), and December 22, 2022 (iBus Upgrade), are attached to this Amendment No. 15 and incorporated by reference. CONTRACTOR agrees to fully perform and provide all work described in the aforementioned System Design Report in accordance with the Agreement, in exchange for COUNTY's payments set forth in Exhibit B (Schedule of Payments), as amended by this Amendment No. 15, in accordance with this Agreement.
4. AUTHORIZATION WARRANTY:
- COUNTY and CONTRACTOR hereby represent and warrant that the person executing this Amendment No. 15 on behalf of each party is an authorized agent of such party having actual authority to bind such party to every term, condition and obligation of this Amendment No. 15, and that all requirements of such party have been fulfilled to provide such person with actual authority.

5. GOVERNING LAW:

This Amendment No. 15 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.

6. NO OTHER AMENDMENTS:

Except as provided in this Amendment No. 15, all other terms and conditions of the Agreement shall remain unchanged and in full force in effect.

**IN WITNESS WHEREOF**, County and Contractor by their duly authorized signatures have caused this Amendment No. 15 to Agreement Number 77285 to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By \_\_\_\_\_  
KAREN L. FLETCHER  
INTERIM CHIEF PROBATION OFFICER

**CERNER CORPORATION**

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**  
DAWYN R. HARRISON  
COUNTY COUNSEL

**RECOMMENDED:**  
Peter Loo  
Acting Chief Information Officer

By \_\_\_\_\_  
JASON C. CARNEVALE  
DEPUTY COUNTY COUNSEL

By \_\_\_\_\_

**ATTACHMENT B**

**SCHEDULE OF PEMRS SOFTWARE**

**RESTATED UNDER AMENDMENT NO. 15**

**Attachment B**  
**Schedule of PEMRS Software**

Capitalized terms used in this Attachment B without definition have the meaning given to such terms in the body of the Agreement and if not defined therein, in the body of this Exhibit A (Statement of Work).

**I. SYSTEM SOFTWARE**

<b>Item</b>	<b>Phase 1 System Application Software Modules</b>	<b>CONTRACTOR Solution Code</b>	<b>Scope of Use Limit</b>	<b>User Licenses Cost<sup>1</sup></b>	<b>Amendment No.</b>
1.	PowerChart (Clinical Data Repository, PowerOrders, PowerNote)	See Attachment I	167 Full Access Users <sup>1</sup>	FN 1	
2.	CareNet: (Electronic Medication Administration Record (e-MAR), Clinical Documentation, PowerPlan, PowerForms, Care Compass, MPage Runtime License)	See Attachment I	167 Full Access Users <sup>1</sup>	FN 1	
3.	Capstone: (Registration Management, Scheduling Management)	See Attachment I	167 Full Access Users <sup>1</sup>	FN 1	
4.	PathNet (General Laboratory, Microbiology)	See Attachment I	167 Full Access Users <sup>1</sup>	FN 1	
5.	PharmNet (Inpatient Pharmacy and Departmental Clinical Supply Chain for Pharmacy)	See Attachment I	167 Full Access Users <sup>1</sup>	FN 1	

<sup>1</sup> License costs for the Specified JHIS Application Software (see Attachment I to this Exhibit A for list of JHIS Application Software) were paid under the JHIS Agreement through June 30, 2017. No additional license fees are required unless COUNTY exceeds the Scope of Use Limits.

Item	Phase 1 System Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost <sup>1</sup>	Amendment No.
6.	RadNet (Radiology Management)	See Attachment I	167 Full Access Users <sup>1</sup>	FN 1	
7.	ProFile (Health Information Management (HIM))	See Attachment I	167 Full Access Users <sup>1</sup>	FN 1	
8a.	Open Engine	See Attachment I	n/a	FN 1	
8b.	MDIs Licensed Software and Open Port Licensed Software	IF-29010 - ADT/Demographics Incoming IF-29035 - Appointment Notifications Incoming IF-29050 - Results Incoming (Discrete Data Elements) IF-29220 - ADT/Demographics Outgoing <sup>4</sup> IF-29245 - Appointment Notifications Outgoing IF-29635 - Reference	n/a          5 Channels	See Total Phase 1 System Application Software	

Item	Phase 1 System Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost <sup>1</sup>	Amendment No.
		Lab Interface/On e-way Workflow IF-29636 - Reference Lab Interface/Tw o-way Workflow IF – 29275 - Billing Outgoing (Batch)  MD-BY04 - Siemens Diagnostics Clinitek Status (Uni- dir)			
9.	Cerner ProVision Document Imaging (CPDI)	QC-1000	60 Gigabytes of images added per year and as defined in B.(1)(f) of Schedule I in Exhibit D	Included in pricing of CPDI Bundle under Third Party Software	

Item	Phase 1 System Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost <sup>1</sup>	Amendment No.
				Below	
10.	Computerized Physician Order Entry (CPOE)	See Attachment I	167 Full Access Users <sup>1</sup>	FN 1	
11.	Discern Expert	XX-26105	167 Full Access Users <sup>1</sup>	FN 1	
12.	Discern Explorer	XX-26140	167 Full Access Users <sup>1</sup>	FN 1	
13.	CareAware Multi-Media Foundation – Digital Objects	MM-22260 <sup>4</sup>	167 Full Access Users <sup>1</sup>	FN 1	
	Total Phase 1 System Application Software		\$6,664		

Item	Subscription-Based Phase 1 Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit
1.	CMT/CPT Code	KS-22091 - Cerner CMT KS-22092 - CPT Codes	1 Production Domain 20 Users prior to Production Use 100 Users per year after Production Use
2.	Krames Patient Education	KS-22203 Krames – HealthSheets Outpatient Clinic/Surgery Center	1 COUNTY Facility prior to Production Use 13 COUNTY Facilities after Production Use



Item	Subscription-Based Phase 1 Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit
4.	Knowledge Solutions for Ambulatory: Pkg	KS-26810 – Knowledge Solutions for Ambulatory: Pkg <sup>5</sup>	30 Users

Item	Phase 1 Third Party Software	Scope of Use Limit	User Licenses Cost
1.	CPDI Bundle for Cerner ProVision Document Imaging (CPDI)	60 Gigabytes of images added per year and as defined in B.(1)(f) of Schedule I in Exhibit D. CPDI includes document imaging for 100 Concurrent Logons and utilizes batch capture for 12 remote full station licenses	\$339,049
2.	CPDI Imaging Software- ApplicationXTender for Web	Prod and non-prod servers	\$0
	Total Phase 1 Third Party Software		\$339,049

Item	Phase 1 Content (Remote Hosting)	User Licenses Cost
1.	Failover Scripts	Included in Remote Hosting Services

<b>Item</b>	<b>Phase 1 Content (Remote Hosting)</b>	<b>User Licenses Cost</b>
2.	724Reorg	Included in Remote Hosting Services

Item	Optional Phase Systems Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost <sup>2</sup>	Implemented in Amendment No.
1.	Telemedicine	IC-20393 iNet Virtual	167 Full Access Users <sup>1</sup>	Footnote 1 Footnote 2,	
2.	724Access Solution	724Access Solution	1 Production Domain	Footnote 1, Footnote 2	
3.	Enterprise Master Patient Index (EMPI)	CP-20746	167 Full Access Users <sup>1</sup>	Footnote 2,	
4.	PowerInsight	See Attachment I	167 Full Access Users <sup>1</sup>	Footnote 1, Footnote 2	14
5.	PharmNet (Outpatient Pharmacy)	See Attachment I	167 Full Access Users <sup>1</sup>	Footnote 1, Footnote 2	
6.	CareAdmin	PH-22780 - Point of Care Medication Administration	167 Full Access Users <sup>1</sup>	Footnote 1, Footnote 2	
7.	Radiology Dictation	RA-22252 - RadNet RIS (Integrated Digital Dictation Integration Software) RA-22254 - Integrated Digital Dictation	1 Production Domain; 2 devices	Footnote 2	
8.	eSignature (Patient Electronic Signature)	eSignature Solution CTM-ESIG-CAPT-MI	1 Production Domain	Footnote 2	
9.	Cerner Picture Archiving and Communication System (PACS)	MM-22271 - Worklist Manager (Modality Worklist) MM-22273 - Cerner Provision Web MM-22720 - Cerner Provision Workstation	167 Full Access Users <sup>1</sup>	Footnote 1, Footnote 2	
10.	Financials	See Attachment I	167 Full Access Users <sup>1</sup>	Footnote 1, Footnote 2	

<sup>2</sup> Optional Phase Systems will require mutual agreement on scope and pricing prior to Amendment execution under Paragraph 6 of the body of the Agreement.

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Item	Optional Phase Systems Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost <sup>2</sup>	Implemented in Amendment No.
		Partner Connection  MD-TC04 – TelCor Quick Multi Link (QML) POC <sup>4</sup>  IF-29230 Orders outgoing MM-22276 Image Distribution  Items part of JHIS licensed software: IF – 29650 - Unidirectional Device Interface IF – 29655 - Bidirectional Device Interface IF – 29665 - PC Encoder Interface			9   10
13.	MDIs Licensed Software and Open Port Licensed Software	Items not part of JHIS licensed software:  IF-29970 - Pyxis Medstation Interface <sup>4</sup>  Items part of JHIS licensed software:  IF-29522 - Purchase Order Acknowledgement <sup>4</sup>		Footnote 2 (not part of JHIS licensed software) Footnote 1 (part of JHIS licensed software),	6

Item	Optional Phase Systems Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost <sup>2</sup>	Implemented in Amendment No.
		IF 29562 Purchase Order Outbound			
14.	Cerner Workflow Authentication (related to ePrescribe)	CTP-CERN-WORKAUTHC CTP -CERN-SOFTTOKEN	50 Users		14
15.	Cerner ePrescribe Package	PS-20080C-I	50 Providers		14
16.	Barcode Specimen Collection	PA-22250 PH-22790	PA-22250: Total Lab Procedures - 9,500 PH-22790: Beds - 50		15
17.	iBus Upgrade	IP-40200 MM-40100 CI-400500	IF-40200: Each – 4 MM-40100: Gigabytes – 060 CI-400500: Devices – 3		15
18.	CAIR2 Immunizations	PY-27655C PY-27577C	PY-27655C: Immunization Registry - 1 PY-27577C: Immunization Registry - 1		15

Item	Optional Phase Subscription-Based Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	Implemented in Amendment No.
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<b>1</b>	Pathnet Microbiology WBT Cerner Learning Studio PathNet Laboratory Management Subscription WBT PathNet Specimen Management Subscription WBT PharmNet Subscription WBT PathNet Common Services WBT PathNet General Laboratory Subscription WBT	CVU 00078 CVU-02061 CVU-00044 CVU-00079 CVU-00080 CVU-00076 CVU-00077	<b>NA</b>	<b>Footnote 3</b>
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<b>Item</b>	<b>Optional Phase System Third Party Software</b>	<b>CONTRACTOR Solution Code</b>	<b>Scope of Use Limit</b>	<b>User Licenses Cost<sup>3</sup></b>	<b>Implemented in Amendment No.</b>
1.	Golden Gate License for 724Access		1 Production Domain	Footnote 3	
2.	SAP Business Objects Runtime for PowerInsight	BO-20701	1 instance in order to enable PowerInsight for all Users		14

See Attached: Third Party Software pass-through provisions.

<sup>3</sup> Optional Phase System Third Party Software will require mutual agreement on scope and pricing prior to Amendment execution under Paragraph 6 of the body of the Agreement.

<sup>4</sup> Cerner Interface Connection, Multimedia Management & CareAware iBus for Laboratory consist of solution moves to Shared Computing Services effective June 1, 2023. Impacted legacy solutions to be replaced are MD-TC04S - TelCor Quick Multi Link (QML) POC, IF-29220 ADTs Demographics Outgoing, IF-29970S - Pyxis MEDSTATION Interface, IF-29522S - Purchase Order Acknowledgement Inbound (855), MM-22260S - Enterprise CareAware Multimedia - Digital Objects.

<sup>5</sup> Knowledge Solutions for Ambulatory Pkg 2 (KS-26810TL) is no longer available as part of extension. Solution replacement is KS-22005 - Multum Patient Specific (Facility), KS-22091 - Cerner CMT (Enterprisewide) and KS-26960 - PowerNote Content for Ambulatory effective June 1, 2023.

**ATTACHMENT C**

**RELATED CONTRACTOR SOFTWARE PRODUCT DESCRIPTION**

**RESTATED UNDER AMENDMENT NO. 15**



### RELATED CONTRACTOR SOFTWARE PRODUCT DESCRIPTION

The following CONTRACTOR licensed software solution descriptions are attached:

<b>Phase 1 System Application Software Modules</b>	<b>CONTRACTOR Solution Code</b>	<b>Software Product Name</b>
PowerChart (Clinical Data Repository, PowerOrders, PowerNote)	<ul style="list-style-type: none"> <li>• PS-20576</li> <li>• PV-20230</li> </ul>	<ul style="list-style-type: none"> <li>• PowerOrders</li> <li>• Clinical Office with PowerNote</li> </ul>
CareNet: (Electronic Medication Administration Record (e-MAR), Clinical Documentation, PowerPlan, PowerForms), Care Compass MPages Runtime License	<ul style="list-style-type: none"> <li>• PS-22719</li> <li>• PS-22732</li> <li>• CA-20344</li> <li>• CA-22700</li> <li>• PS-22760</li> </ul>	<ul style="list-style-type: none"> <li>• Care Documentation</li> <li>• electronic Medication Administration Record (MAR)</li> <li>• PowerPlan</li> <li>• Care Compass</li> <li>• MPages Runtime License</li> </ul>
CapStone: (Registration, Scheduling Management)	<ul style="list-style-type: none"> <li>• CP-20735</li> <li>• CP-20740</li> </ul>	<ul style="list-style-type: none"> <li>• Registration Management</li> <li>• Patient Tracking</li> <li>• Scheduling Management</li> </ul>
PathNet (General Laboratory, Microbiology)	<ul style="list-style-type: none"> <li>• PA-20070</li> <li>• PA-20075</li> <li>• PA-20080</li> <li>• PA-22214</li> </ul>	<ul style="list-style-type: none"> <li>• General Laboratory</li> <li>• Microbiology</li> <li>• Anatomic Pathology</li> <li>• CAP SNOMED III</li> </ul>
PharmNet (Inpatient Pharmacy and Departmental Clinical Supply Chain for Pharmacy)	<ul style="list-style-type: none"> <li>• PH-20160</li> <li>• PH-25201</li> <li>• KS-22004</li> </ul>	<ul style="list-style-type: none"> <li>• Inpatient Pharmacy</li> <li>• Departmental Clinical Supply Chain for Pharmacy</li> <li>• MediSource Foundation</li> </ul>
RadNet (Radiology Management)	RA-20135	Radiology Management
ProFile (Health Information Management (HIM))	MR-20400	ProFile
Open Engine and <ul style="list-style-type: none"> <li>• MDIs Licensed Software and Open Port Licensed Software</li> </ul>	<ul style="list-style-type: none"> <li>• OE-20850</li> <li>• OE-22850</li> <li>• OE-22870</li> <li>• IF-29010</li> <li>• IF-29035</li> </ul>	<ul style="list-style-type: none"> <li>• Open Engine</li> <li>• TCP/IP Communication Services</li> <li>• Asynchronous Communication Services</li> <li>• ADT/Demographics Incoming</li> </ul>

Los Angeles County Probation – PEMRS  
Attachment C – Related Contractor Software Product  
Description

Restated Under Amendment No. 15

<b>Phase 1 System Application Software Modules</b>	<b>CONTRACTOR Solution Code</b>	<b>Software Product Name</b>
	<ul style="list-style-type: none"> <li>• IF-29050</li> <li>• IF-29220</li> <li>• IF-29245</li> <li>• IF-29635</li> <li>• IF-29636</li> <li>• IF-29275</li> <li>•</li> <li>• MD-BY04</li> </ul>	<ul style="list-style-type: none"> <li>• Appointment Notifications Incoming</li> <li>• Results Incoming (Discrete Data Elements)</li> <li>• ADT/Demographics Outgoing</li> <li>• Appointment Notifications Outgoing</li> <li>• Reference Lab Interface/One-way Workflow</li> <li>• Reference Lab Interface/Two-way Workflow</li> <li>• Billing Outgoing (Batch)</li> <li>•</li> <li>• Siemens Diagnostics Clinitek Status (Uni-dir)</li> </ul>
Cerner ProVision Document Imaging (CPDI)	QC-1000	Cerner ProVision Document Imaging (CPDI)
CPDI Imaging ApplicationXTender for Web	C360-CPDI-01	CPDI Imaging ApplicationXTender for Web
Computerized Physician Order Entry (CPOE)	PS-20576	PowerOrders
Discern Expert	XX-26105	Discern Expert
Discern Explorer	XX-26140	Discern Explorer
CareAware Multi-Media Foundation - Digital Objects	MM-22260 <sup>1</sup>	CareAware MultiMedia Digital Objects.
Krames Patient Education Content	KS-22203	Krames HealthSheets - Outpatient Clinic-Surgery Center
Knowledge Solutions for Ambulatory	KS-26810 <sup>2</sup>	Knowledge Solutions for Ambulatory
CMT/CPT Codes	<ul style="list-style-type: none"> <li>• KS-22091</li> <li>• KS-22092</li> </ul>	<ul style="list-style-type: none"> <li>• Cerner Controlled Medical Terminology</li> <li>• CPT4 Codes</li> </ul>
Method M	MT-00001-MEM	MethodM

<b>Optional Phase Systems Application Software Module</b>	<b>Solution Code</b>	<b>Software Product Name</b>
Web Based Training	<ul style="list-style-type: none"> <li>• CVU 00078</li> <li>• CVU-00044</li> <li>• CVU-00079</li> <li>• CVU-00080</li> <li>• CVU-00076</li> <li>• CVU-00077</li> <li>• CVU-02061</li> </ul>	<ul style="list-style-type: none"> <li>• Microbiology Subscription WBT</li> <li>• PathNet Laboratory Management Subscription WBT</li> <li>• PathNet Specimen Management Subscription WBT</li> <li>• PharmNet Subscription WBT</li> <li>• PathNet Common Services WBT</li> <li>• PathNet General Laboratory Subscription WBT</li> <li>• Cerner Learning Studio</li> </ul>
Telemedicine	IC-20393	INET Virtual
724 Access Solution	724 Access Solution	724 Access Solution
Enterprise Master Patient Index (EMPI)	CP-20746	Enterprise Master Patient Index (EMPI)
PowerInsight	PI-20616	PowerInsight Enterprise Data Warehouse
PharmNet (Outpatient)	PH-20170	Outpatient Pharmacy
CareAdmin	PH-22780	Point of Care Medication Administration
Radiology Dictation	<ul style="list-style-type: none"> <li>• RA-22252</li> <li>• RA-22254</li> </ul>	<ul style="list-style-type: none"> <li>• RadNet RIS (Integrated Digital Dictation Integration Software)</li> <li>• Integrated Digital Dictation</li> </ul>
eSignature (Patient Electronic Signature)	eSignature Solution CTM-ESIG-CAPT-MI	eSignature Solution
Cerner Picture Archiving and Communication System (PACS)	<ul style="list-style-type: none"> <li>• MM-22271 Worklist Manager (Modality Worklist)</li> <li>• MM-22273 Cerner Provision Web</li> <li>• MM-22720 Cerner Provision Workstation</li> </ul>	Cerner PACS solution
Optional Phase System Interfaces identified in Attachment D (PEMRS Interfaces)	<p>Items not part of JHIS licensed software:</p> <ul style="list-style-type: none"> <li>• IF-29083</li> <li>• IF-29330</li> <li>• IF-29970<sup>1</sup></li> <li>• IF-29801</li> <li>• MD-BC20</li> <li>• MD-TC03</li> <li>• PY-61601C</li> <li>• PY-61600C</li> <li>• PA-21006</li> </ul>	<p>Items not part of JHIS licensed software:</p> <ul style="list-style-type: none"> <li>• Clinical Documents Medical Document Management Incoming</li> <li>• Clinical Documents Outgoing Pyxis Medstation Interface</li> <li>• Parata Medication Packaging Interface Outbound</li> <li>• Beckman Coulter Act 2/Act 5 Diff (Bi-dir)</li> </ul>

Optional Phase Systems Application Software Module	Solution Code	Software Product Name
	<ul style="list-style-type: none"> <li>PA-21007-PKG</li> </ul> PA-21002-PKG MD-TC04 <sup>1</sup>  IF-29230 MM-22276  The following are part of JHIS licensed software, but will be implemented as Optional Phase: <ul style="list-style-type: none"> <li>IF-29522<sup>1</sup></li> <li>IF-29562</li> <li>IF-29650</li> <li>IF-29655</li> <li>IF-29665</li> </ul>	<ul style="list-style-type: none"> <li>Telcor J&amp;J Lifescan Surestrep POC</li> <li>Cerner Resonance</li> <li>Cerner Resonance – Setup</li> <li>Reference Lab Network - Non- Partner Connection – Setup</li> <li>Reference Lab Network - Non Partner Connection</li> <li>Reference Lab network – Partner Connection</li> </ul> TelCore Quick Multi Link (QML) POC  Orders outgoing Image distribution  The following are part of JHIS licensed software, but will be implemented as Optional Phase: <ul style="list-style-type: none"> <li>Purchase Order Acknowledgement</li> <li>Purchase Order Outbound</li> <li>Unidirectional Device Interface</li> <li>Bidirectional Device Interface</li> <li>PC Encoder Interface</li> </ul>
Financials	P0-20200	Materials Management
Millennium LDAP Authentication with Pass-through	CPT-SEC-LDAP-PASS (Simplified User Authentication)	Millennium LDAP Authentication with Pass-through
Cerner Workflow Authentication [clarify which tied to]	CTP-CERN-WORKAUTHC CTP -CERN-SOFTTOKEN	ePrescribe
Cerner ePrescribe Package	PS-20080C-I	ePrescribe
SAP Business Objects Runtime for PowerInsight	BO-20701	PowerInsight

Los Angeles County Probation – PEMRS  
Attachment C – Related Contractor Software Product  
Description

Restated Under Amendment No. 15

<b>Optional Phase Systems Application Software Module</b>	<b>Solution Code</b>	<b>Software Product Name</b>
Barcode Specimen Collection	PA-22250 PH-22790	Software Product Name Specimen Management Point of Care Specimen Collections
iBus Upgrade	IF-40200 MM-40100 CI-400500	Cerner Interface Connection Multimedia Management and Archival CareAware Ibus for Laboratory Medical Device Integration
CAIR2 Immunizations	PY-27655C PY-27577C	Cerner Hub - Immunizations Immunization Registry Query

The solutions set forth in this Agreement may be defined by a Solution Description. Where applicable, such descriptions are referenced by solution to a Solution Description code on the applicable attachment and can also be viewed at <http://www.cerner.com/clientresources/solutiondescriptionlookup>.

See Attached: Solution Descriptions

<sup>1</sup> Cerner Interface Connection, Multimedia Management & CareAware iBus for Laboratory consist of solution moves to Shared Computing Services effective June 1, 2023. Impacted legacy solutions to be replaced are MD-TC04S - TelCor Quick Multi Link (QML) POC, IF-29220 ADTs Demographics Outgoing, IF-29970S - Pyxis MEDSTATION Interface, IF-29522S - Purchase Order Acknowledgement Inbound (855), MM-22260S - Enterprise CareAware Multimedia - Digital Objects.

<sup>2</sup> Knowledge Solutions for Ambulatory Pkg 2 (KS-26810TL) is no longer available as part of extension. Solution replacement is KS-22005 - Multum Patient Specific (Facility), KS-22091 - Cerner CMT (Enterprisewide) and KS-26960 - PowerNote Content for Ambulatory effective June 1, 2023.

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

**RESTATED UNDER AMENDMENT NO. 14**

**EXHIBIT B**  
**SCHEDULE OF PAYMENTS**

Capitalized terms used in this Exhibit B without definition have the meaning given to such terms in the body of the Agreement and if not defined therein, in the body of Exhibit A (Statement of Work).

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
1.1	Project Preparation Session						
1.2	Confirmed and Updated PEMRS Assessment						
<b>1.3 (Key)</b>	<b>Project Control Document (PCD)</b>	<b>\$84,000</b>				<b>\$8,400</b>	<b>\$75,600</b>
			1.4	CONTRACTOR Delivery and Certification of Remote Hosting Services Plan and First Quarter Remote Hosting Services	\$241,500		\$241,500
2.1	MethodM Project Kickoff Event						
2.2	Project Status Reports						
3.1	Trained COUNTY Staff						
3.2	Clinical and Business Processes Analysis						
<b>3.3 (Key)</b>	<b>Conceptual Design Document</b>	<b>\$158,760</b>				<b>\$15,876</b>	<b>\$142,884</b>
			4.1	CONTRACTOR Tested and	\$400,000	\$40,000	\$360,000

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
				Certified Build Domain			
4.2	CONTRACTOR Delivered, Prepared, Configured, Tested and Certified CONTRACTOR-owned Hardware and Operating Software at COUNTY Facilities required for the System Software to perform in accordance with the Specifications and the Agreement						
4.3	CONTRACTOR Installed, Tested and Certified PEMRS Networking Equipment and Communications Infrastructure						
4.4 (Key)	<b>CONTRACTOR Installed, Tested and Certified Phase 1 System Application Software Modules</b>	<b>\$158,760</b>				<b>\$15,876</b>	<b>\$142,884</b>
			4.5	CONTRACTOR Certification of Second Quarter Remote Hosting Services	\$241,500		\$241,500
5.1	Medical Devices Interfaces (MDIs) Specifications	\$11,544				\$1,154	\$10,390
5.2	External Systems Interfaces Specifications	\$67,405				\$6,741	\$60,664
6.1.1 (Key)	<b>Design Documentation for</b>	<b>\$981,011</b>				<b>\$98,101</b>	<b>\$882,910</b>



Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	<b>each Phase 1 System Application Software Module</b>						
6.1.2	Built and Unit Tested Each Phase 1 System Application Software Module	\$735,759				\$73,576	\$662,183
6.1.3	System Tested Each Phase 1 System Application Software Module	\$490,506				\$49,051	\$441,455
			6.1.4	CONTRACTOR Certification of Third Quarter, Remote Hosting Services	\$241,500		\$241,500
6.2.1	Integration Test Plans and Test Scripts for the Phase 1 System						
<b>6.2.2 (Key)</b>	<b>Successful Integration Test Results for the Phase 1 System</b>	<b>\$245,253</b>				<b>\$24,525</b>	<b>\$220,728</b>
			6.2.3	CONTRACTOR Certification of Fourth Quarter Remote Hosting Services	\$241,500		\$241,500
6.3.1	System Cutover and Conversion Plan for the Phase 1 System						
6.3.2	Verified System Cutover and Conversion Plan for the Phase 1 System						

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
			6.3.3	CONTRACTOR Certification of Fifth Quarter Remote Hosting Services	\$241,500		\$241,500
6.4.1	Documented Training Classes and Training Materials for the Phase 1 System						
6.4.2	Trained COUNTY Trainers for the Phase 1 System						
6.4.3	Completed Supplemental Training for the Phase 1 System	\$211,000				\$21,100	\$189,900
6.4.4	Completed Creation of Training Data for the Phase 1 System	\$13,350				\$1,335	\$12,015
6.5	Reference Documentation for the Phase 1 System						
6.6 (Key)	<b>Successfully Conducted User Acceptance Testing of the Phase 1 System</b>	<b>\$158,760</b>				<b>\$15,876</b>	<b>\$142,884</b>
6.7 (Key)	<b>Production Use of the Phase 1 System at all COUNTY Facilities (Sum of Holdback Amounts for Remote Hosting Service Initiation Fee)</b>	<b>\$40,000</b>					<b>\$40,000</b>
6.8	Post-Implementation Review Report for the Phase 1 System						

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
6.9 (Key)	Production Use of the Phase 1 System for Thirty (30) Consecutive Days with No Deficiencies at all COUNTY Facilities (Sum of Holdback Amounts for Phase 1 System Deliverables)	\$276,466					\$276,466
7.0.1 (Key)	Revised and Updated Project Control Document (PCD) for each Optional Phase System 1						
7.0.2 (Key)	Updated Exhibit G (PEMRS Assessment) and its attachments, the Onsite Workflow Assessment (OWA), Specifications, Exhibit D (Service Level Agreement), Specified Hardware and Operating Software, and Conceptual Design Document for each Optional Phase System						
7.0.3	Updated Interface Design for each Optional Phase System						
7.1.1 (Key)	Design Documentation for each Optional Phase System						

<sup>1</sup> Work performed under Task 7 (Optional Phase System Application Software Development) will require the application of an Amendment under Paragraph 6 of the body of the Agreement.

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
7.1.2	Built and Unit Tested each Optional Phase System						
7.1.3	System Tested each Optional Phase System						
7.2.1	Integration Test Plans and Test Scripts for each Optional Phase System						
<b>7.2.2 (Key)</b>	<b>Successful Integration Test Results for each Optional Phase System</b>						
7.3.1	System Cutover and Conversion Plan for each Optional Phase System						
7.3.2	Verified System Cutover and Conversion Plan for each Optional Phase System						
7.4.1	Documented Training Classes and Training Materials for each Optional Phase System						
7.4.2	Trained COUNTY Trainers for each Optional Phase System						
7.5	Reference Documentation for each Optional Phase System						
<b>7.6 (Key)</b>	<b>Successfully Conducted User Acceptance Testing of Each Optional Phase System</b>						
7.7	Production Use of each Optional Phase System at all						

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	COUNTY Facilities						
7.8	Post-Implementation Review Report for each Optional Phase System						
<b>7.9 (Key)</b>	<b>Production Use of each Optional Phase System for Thirty (30) Consecutive Days with No Deficiencies at all COUNTY Facilities</b>						
8.1	Documented Technical Configuration and Plan for the COUNTY Use of the 724Access Application Software Module <sup>2</sup>						
8.2	Certification of Hardware and Software for the 724Access Application Software Module						
8.3	Trained COUNTY Technical Staff						
8.4	System Prepared for 724Access Implementation						
8.5	Successful Test and Validation of the 724Access Environment						
<b>8.6 (Key)</b>	<b>Operational 724Access for the Production Domain</b>						

<sup>2</sup> Work performed under Task 8 (Design and Implementation of the 724 Access System) will require the application of an Amendment under Paragraph 6 of the body of the Agreement.

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
9.1	Installed and Tested Medical Device Interfaces (MDIs)	\$6,938				\$694	\$6,244
9.2.1	Built and Tested PEMRS Side of External System Interface						
9.2.2	Built and Tested External Side of External Systems Interfaces						
9.2.3	Built and Tested External Systems Interfaces	\$136,853				\$13,685	\$123,168
10.1	System Operations Plan						
10.2	Business Continuity Plan						
10.3	Application Management Services Operational Plan						
10.4	Set up and Configured Application Management Services	\$96,000				\$9,600	\$86,400
10.5	Set up and Configured P2Sentinel Security Services						
11.1	Technical Configuration of the Production Domain						
<b>11.2 (Key)</b>	<b>CONTRACTOR Tested and Certified Production Domain</b>	<b>\$158,760</b>				<b>\$15,876</b>	<b>\$142,884</b>
12.1	RESERVED						
12.2	RESERVED						
13.1	Operational Readiness Test Plan						
13.2	Documentation of Operational Readiness Tests Results and						

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Certification for the Phase 1 System and for each Optional Phase System						
14.1	Change Management Plan						
15.1	System Design Reports for Custom Programming Modifications and Additional Interfaces <sup>3</sup>						
15.2	Built and Tested Custom Programming Modifications and Additional Interfaces						
15.3	Production Use of Custom Programming Modifications and Additional Interfaces						
	<b>Sum of Deliverables</b>	<b>\$4,031,125</b>			<b>\$1,607,500</b>	<b>\$411,466</b>	<b>\$5,227,159</b>
	Aggregate System Maintenance Fees <sup>4</sup>	\$1,565,649					
	Aggregate Remote Hosting Services Fees <sup>4</sup>	\$5,968,519					
	Aggregate Upgrades Implementation Services Fees <sup>4</sup>	\$501,078					
	Aggregate Application	\$2,404,579					

<sup>3</sup> Work performed under Task 15 (Custom Programming Modifications and/or Additional Interfaces) will require the application of a Change Notice or an Amendment under Paragraph 6 of the body of the Agreement.

<sup>4</sup> Aggregate for Initial Term. See Paragraph 8.0 (Invoices and Payments) of the body of the Agreement and Exhibit D (Service Level Agreement) for payment terms.

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Management Services Fees <sup>4</sup>						
	Aggregate P2Sentinel Security Services Fees <sup>4</sup>	\$251,486					
	Amendment 3 Payment for System Design Report dated April 20, 2012	\$95,750					
	Amendment 5 Sum of Deliverables	\$6,660					
	Amendment 6 Sum of Deliverables	\$118,183					
	Amendment 7 Sum of Deliverables	\$34,969					
	Amendment 9 Sum of Deliverables	\$152,241					
	Amendment 10 Sum of Deliverables	\$117,140					
	Amendment 11 – Aggregate System Maintenance, Support, Hosting Fees for First Extended Term	\$5,846,054		Aggregate System Maintenance, Support, and Hosting Fees through May 31, 2020			
	Amendment 12 – Aggregate System Maintenance, Support, and Hosting Fees for Second Extended Term	\$6,438,624		Aggregate System Maintenance, Support, and Hosting Fees through May 31, 2023			



Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Amendment No. 14 – ePrescribe and ePrescribe Controlled Substances Implementation Sum of Deliverables			Professional Services implementation and Shared Computing Services One-Time fees for ePrescribe and ePrescribe Controlled Substances to be invoiced upon Contractor's completion and County's Acceptance of the following Deliverables:			
<b>2.1 (Key)</b>	<b>Amendment No. 14 – ePrescribe and ePrescribe Controlled Substances Project Kickoff Event</b>	\$40,888					
<b>7.1.1 (Key)</b>	<b>Amendment No. 14 – ePrescribe and ePrescribe Controlled Substances Design Documentation for Optional System Application Software Module</b>	\$40,888					
<b>7.2.2 (Key)</b>	<b>Amendment No. 14 – ePrescribe and ePrescribe Controlled Substances Successful Integration Test Results for Optional Phase</b>	\$40,888					

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	<b>System</b>						
<b>7.9 (Key)</b>	<b>Amendment No. 14 – ePrescribe and ePrescribe Controlled Substances Production Use of Optional Phase System</b>	\$40,888					
	Amendment No. 14 – PowerInsight Implementation Sum of Deliverables			Professional Services implementation fees for PowerInsight, except as noted, to be invoiced upon Contractor's completion and County's Acceptance of the following Deliverables:			
	Amendment No. 14 – PowerInsight Business Objects	\$112,000		3 <sup>rd</sup> Party Sublicensed Software – Fees begin to accrue upon delivery and are invoiced according to the Agreement			
<b>2.1 (Key)</b>	<b>Amendment No. 14 – PowerInsight Implementation Project Kickoff Event</b>	\$21,885					
<b>7.1.1 (Key)</b>	<b>Amendment No. 14 – PowerInsight</b>	\$21,885					

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Implementation Design Documentation for Optional System Application Software Module						
7.2.2 (Key)	Amendment No. 14 – PowerInsight Implementation Successful Integration Test Results for Optional Phase System	\$21,885					
7.9 (Key)	Amendment No. 14 – PowerInsight Implementation Production Use of Optional Phase System	\$21,885					
	Amendment 14 – Cepheid/GeneXpert Implementation Sum of Deliverables			Professional Services implementation fees for Cepheid/GeneXpert to be invoiced upon Contractor's completion and County's Acceptance of the following Deliverables:			
2.1 (Key)	Amendment No. 14 – Cepheid/GeneXpert Implementation Project Kickoff Event	\$10,286					
7.1.1 (Key)	Amendment No. 14 – Cepheid/GeneXpert Implementation Design	\$10,286					

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Documentation for Optional System Application Software Module						
7.2.2 (Key)	Amendment No. 14 – Cepheid/GeneXpert Implementation Successful Integration Test Results for Optional Phase System	\$10,286					
7.9 (Key)	Amendment No. 14 – Cepheid/GeneXpert Implementation Production Use of Optional Phase System	\$10,286					
	Amendment 14 – Aggregate Maintenance and Support for PowerInsight for balance of Second Extended Term*	\$1,500		Aggregate Maintenance and Support for PowerInsight through May 31, 2023			
	Amendment 14 – Aggregate Remote Hosting Services for PowerInsight for balance of Second Extended Term*	\$2,000		Aggregate Remote Hosting for PowerInsight through May 31, 2023			
	Amendment 15 – Banner Bar Demographic Implementation Fees			Implementation fees for Banner Bar Demographic modifications			
2.1 (Key)	Amendment No. 15 – Banner Bar Demographics Project Kickoff Event	\$50,042.50					
6.1.1 (Key)	Amendment No. 15 – Banner	\$50,042.50					

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Bar Demographics Design Documentation for Optional System Application Software Module						
7.2.2 (Key)	Amendment No. 15 – Banner Bar Demographics Successful Integration Test Results for Optional Phase System	\$50,042.50					
7.9 (Key)	Amendment No. 15 – Banner Bar Demographics Production Use of Optional Phase System	\$50,042.50					
	Amendment 15 – CAIR2 Implementation Fees			Implementation fees for the CAIR2 Interface			
	Amendment No. 15 – CAIR2 Shared Services setup	\$38,500					
2.1 (Key)	Amendment No. 15 – CAIR2 Project Kickoff Event	\$8,917.50					
6.1.1 (Key)	Amendment No. 15 – CAIR2 Design Documentation for Optional System Application Software Module	\$8,917.50					
7.2.2 (Key)	Amendment No. 15 – CAIR2 Successful Integration Test Results for Optional Phase System	\$8,917.50					
7.9 (Key)	Amendment No. 15 – CAIR2 Production Use of Optional Phase System	\$8,917.50					

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Amendment 15 – Chart Search Implementation Fees	\$10, 000		Implementation fees for Chart Search			
	Amendment 15 – HIM Deficiencies Implementation Fees			Implementation fees for HIM Deficiency tools			
2.1 (Key)	Amendment No. 15 – HIM Deficiencies Project Kickoff Event	\$29,815					
6.1.1 (Key)	Amendment No. 15 – HIM Deficiencies Design Documentation for Optional System Application Software Module	\$29,815					
7.2.2 (Key)	Amendment No. 15 – HIM Deficiencies Successful Integration Test Results for Optional Phase System	\$29,815					
7.9 (Key)	Amendment No. 15 – HIM Deficiencies Production Use of Optional Phase System	\$29,815					
	Amendment 15 – iBus Upgrade Implementation Fees			Implementation fees for iBus Upgrade			
	Amendment 15 – iBus Upgrade Equipment	\$5,896					
2.1 (Key)	Amendment No. 15 – iBus Upgrade Implementation	\$6,663.75					
6.1.1 (Key)	Amendment No. 15 – iBus Upgrade Implementation	\$6,663.75					

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Design Documentation for Optional System Application Software Module						
7.2.2 (Key)	Amendment No. 15 – iBus Upgrade Implementation Successful Integration Test Results for Optional Phase System	\$6,663.75					
7.9 (Key)	Amendment No. 15 – iBus Upgrade Implementation Production Use of Optional Phase System	\$6,663.75					
	Amendment 15 – Specimen Collection Implementation Fees			Implementation fees for Specimen Collection			
2.1 (Key)	Amendment No. 15 – Specimen Collection Project Kickoff Event	\$58,245.50					
6.1.1 (Key)	Amendment No. 15 – Specimen Collection Design Documentation for Optional System Application Software Module	\$58,245.50					
7.2.2 (Key)	Amendment No. 15 – Specimen Collection Successful Integration Test Results for Optional Phase System	\$58,245.50					
7.9 (Key)	Amendment No. 15 – Specimen Collection	\$58,245.50					

Phase 1 System Deliverable			Remote Hosting Services Milestone			Holdback Amount	Payment Upon Approved Invoice
Deliverable Number	Deliverable Description	Deliverable Fixed Price	Deliverable Number	Description	Milestone Fixed Price		
	Production Use of Optional Phase System						
	Amendment 15 – Aggregate System Maintenance Fees (Schedule II)	\$1,880,767					
	Amendment 15 – Aggregate Remote Hosting & P2 Sentinel Fees (Schedule III)	\$7,836,367					
	Amendment 15 – Aggregate Upgrades Implementation Services Fees (Schedule IV)	\$1,164,230					
	Amendment 15 – Aggregate Application Management Services Fees (Schedule V)	\$3,063,861					
55	OPS Pool Dollars	\$2,299,215		Includes OPS Pool Dollars added in Amendment 11 and Amendment 12			
	Implementation Pool Dollars	\$0		Moved to OPS Pool Dollars under Amendment 12			
	<b>Contract Sum</b>	<b>\$46,460,866</b>					

\*Estimated aggregate maintenance for balance of term of the Agreement. Any amounts leftover will be transferred to any extension of the term



**EXHIBIT D**  
**SERVICE LEVEL AGREEMENT**  
**RESTATED UNDER AMENDMENT NO. 15**

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## **EXHIBIT D**

### **SERVICE LEVEL AGREEMENT**

#### **SOFTWARE MAINTENANCE, REMOTE HOSTING SERVICES, UPGRADES IMPLEMENTATION SERVICES, AND APPLICATION MANAGEMENT SERVICES**

This Exhibit D (together with all Schedules hereto, “Service Level Agreement” or “SLA”) is attached to, and defines the services levels to be provided under, that certain Agreement dated June 1, 2010 (together with all Exhibits and Attachments, the “Agreement”), by and between County of Los Angeles (COUNTY) and Cerner Corporation (CONTRACTOR) for a Probation Electronic Medical Records System (PEMRS) for COUNTY's Probation Department (Probation) and health care providers serving minors residing in its halls and camps.

Capitalized terms used in this SLA without definition have the meanings given to such terms in the body of the Agreement and if not defined therein, in the body of Exhibit A (Statement of Work) of the Agreement. As used herein, the following terms have the following meanings:

“1<sup>st</sup> Level Help Desk” shall have the meaning set forth in Section VI.A.(2)(d) of this SLA.

“2<sup>nd</sup> Level Help Desk Services” shall have the meaning set forth in Section IV.A.(5) of this SLA.

“Approved Change Management Plan” shall have the meaning set forth in Section V.A.(1)(b) of this SLA.

“Approved Upgrade Plan” shall have the meaning set forth in Section III.A.(1)(h) of this SLA.

"Availability," "Availability Warranty" shall have the meaning set forth in Schedule I (Service Level Commitments) to this SLA.

“Back-end System” shall have the meaning as set forth in Section II.C.(3) of this SLA.

“Build Domain” shall have the meaning set forth in Exhibit A of the Agreement.

“Certification Domain” shall have the meaning set forth in Exhibit A of the Agreement.

“Change Management Plan” shall mean Deliverable 14.1 of the Statement of Work (Exhibit A) of the Agreement.

“Corrective Maintenance” shall have the meaning set forth in Section I.A.(1) of this SLA.

“COUNTY Representative” shall have the meaning as defined in the introductory of this SLA.

“Domain” shall have the meaning set forth in Exhibit A of the Agreement.

“Front-end System” shall have the meaning as set forth in Section II.C.(4) of this SLA.

“LAN” shall mean Local Area Network.

“Major System Change” shall mean a backend upgrade, operating system upgrade, Upgrade, SAN upgrade, or Oracle®<sup>1</sup> database upgrade.

“Mock Upgrade” shall mean the process of creating, when necessary, and managing the domain(s) and performing a mock test resulting from the installation of an Upgrade.

“P2Sentinel Security Services” shall have the meaning set forth in Section II.C.(2)(i) of this SLA.

“PLT” shall mean Project Leadership Team.

“Production Domain” shall have the meaning set forth in Exhibit A of the Agreement.

“Report Management” shall have the meaning as set forth in Section IV.A.(4) of this SLA.

“Response Time” shall mean the elapsed time for a User’s execution of a transaction which has an associated Response Time Management System standard when using the Production Domain, rounded up to the nearest second.

“Response Time Management System” or “RTMS” shall mean the Response Time measurement tool installed by CONTRACTOR and enabled on the Production Domain.

“Response Time Warranty” shall have the meaning set forth in Schedule I (Service Level Commitments) to this SLA.

“RRD” shall mean remote report distribution.

“Scheduled Downtime” shall mean the aggregate total duration in minutes of scheduled or planned System Downtime set forth in the System Operations Plan approved by COUNTY as Deliverable 10.1 of Exhibit A (Statement of Work) or as otherwise

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<sup>1</sup> Oracle is a registered trademark of Oracle Corporation and/or its affiliates.

mutually agreed by the COUNTY's Project Director and CONTRACTOR. With respect to any quarter and excluding COUNTY-requested Scheduled Downtime, if Scheduled Downtime in such quarter exceeds the limits set forth in Attachment A (PEMRS Functional, Technical and Operational Requirements) to Exhibit A (Statement of Work), then such excess shall be considered Unscheduled Downtime.

"Security Incident" shall have the meaning set forth in Exhibit J (CONTRACTOR'S Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)) of the Agreement.

"Service Package" (sometimes "Patch") shall mean an Update supplied as a fix or enhancement of a specific hosted System Component.

"Severity Level" shall have the meaning set forth in Schedule I (Service Level Commitments) to this SLA.

"System Software Support" shall have the meaning set forth in Section I.A.(1) of this SLA.

"System Stabilization Period" shall mean the seventy-two (72) hour period following each of i) first Production Use of the Phase 1 System or any Optional Phase System and ii) implementation of a Major System Change.

"System Availability" shall have the meaning set forth in Schedule I (Service Level Commitments) of this SLA.

"Temporary Domain" shall have the meaning set forth in Exhibit A of the Agreement.

"Update" shall have the meaning set forth in Section I.A.(6) of this SLA.

"Upgrade" shall have the meaning set forth in Section I.A.(6) of this SLA.

"Unscheduled Downtime" shall mean all Downtime occurring in the Production Domain other than Scheduled Downtime. Unscheduled Downtime includes, but is not limited to, Downtime resulting from a problem that has not been resolved as is required by this SLA.

"WAN" shall mean Wide Area Network.

CONTRACTOR shall provide the following "Services" in respect of the System and described in more detail in the remaining provisions of this SLA:

- SYSTEM MAINTENANCE (SECTION I),
- REMOTE HOSTING SERVICES (SECTION II),
- UPGRADES IMPLEMENTATION SERVICES (SECTION III), AND

- APPLICATION MANAGEMENT SERVICES (AMS) (SECTION IV)

In general, these Services provide all maintenance, support, hosting, Upgrade implementation and application management services required for the Phase 1 System and each applicable Optional Phase System to operate (and to be operated by all Users at all COUNTY Facilities) in accordance with the Specifications and otherwise with the Agreement. Without limiting the foregoing, the Services include maintenance of the Phase 1 System's and each applicable Optional Phase System's compliance with the Response Time and Availability Warranties as provided in this SLA.

Additionally without limiting the foregoing, CONTRACTOR shall provide, manage, monitor, control, and report on System security in accordance with the Specifications as provided in Section II (Security Requirements) of Attachment A (PEMRS Functional, Technical, and Operational Requirements) of Exhibit A (Statement of Work) of the Agreement. In addition to the reporting requirements set forth in Exhibit J (CONTRACTOR'S Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)) to the Agreement, CONTRACTOR shall promptly report to COUNTY's Project Manager by email or telephone all County-related Security Incidents, but in no event later than two (2) hours following CONTRACTOR knowledge of the Security Incident, with subsequent notification in writing to follow shortly thereafter in accordance with the timeframes set forth in Exhibit J (CONTRACTOR'S Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)).

In addition, on a monthly basis, CONTRACTOR shall summarize any non-County related Security Incidents of which CONTRACTOR has knowledge that have occurred during the period and their remediation at a high level with COUNTY Project Manager using telephone or email communications, as determined by CONTRACTOR in its sole discretion. These high level summaries shall include the nature of the incident(s), steps taken to remediate the associated threat(s) or vulnerability(ies), and any residual risk(s). The summaries shall not include any information that could reveal the customer(s) affected directly by the incident.

Paragraph 6 (Change Notices and Amendments) of the body of the Agreement provides the overall change management procedures for the Agreement. Without limiting said provisions, CONTRACTOR shall manage changes relative to this SLA as specified in Section V below and the Change Management Plan accepted by the COUNTY as Deliverable 14.1 (Change Management Plan) of Exhibit A (Statement of Work) of the Agreement. COUNTY and CONTRACTOR acknowledge that both shall participate in regular change control meetings and that the approved Change Management Plan will control all System change processes, including workflows and parameter or other changes that impact System performance.

Also defined herein are services that involve active participation of COUNTY. Unless otherwise specified herein as a COUNTY obligation, CONTRACTOR shall perform all Services as defined herein.

CONTRACTOR shall deliver all Upgrades and Updates, all Documentation and all other Deliverables required under this SLA to COUNTY in accordance with Subparagraph 4.6 (Delivery of Work) of the body of the Agreement. Further, as of the Effective Date, no hardware or other equipment is being purchased from CONTRACTOR by COUNTY pursuant to this Service Level Agreement or under other professional services or otherwise.

With respect to all Services defined herein, COUNTY will identify three alternates (in addition to COUNTY's Project Manager) to serve as COUNTY's support contacts (hereafter referred to as the "COUNTY Representatives"). Only COUNTY's Representatives shall be authorized to request Services defined herein (when in accordance with this SLA, the Services require an explicit COUNTY request to initiate their delivery) on behalf of COUNTY. COUNTY may change its Representative(s) by written notice to CONTRACTOR.

In addition to the four COUNTY Representatives identified in the paragraph immediately above, COUNTY will identify a Security Representative to provide COUNTY security services and information including but not limited to identity management, User provisioning, role definitions, group management, and other security services required of COUNTY in respect to CONTRACTOR's provision of the Remote Hosting Services (as defined below) and, if applicable, the proper operation of CONTRACTOR's Millennium LDAP Authentication with Pass-through Application Software module.

In respect to the Services specified in this Service Level Agreement, CONTRACTOR's Project Director shall designate the single point of contact for all communications, including, without limitation, the methods, telephone numbers, email and other addresses to be used by COUNTY to communicate with CONTRACTOR's staff providing such Services.

This Service Level Agreement also contains attached Schedules II-V which specify the fees that COUNTY will pay to CONTRACTOR in consideration of the Services defined herein. These fees specify the monthly and, if applicable, one-time and/or annual fees payable by COUNTY in accordance with this SLA and otherwise with the Agreement for CONTRACTOR's provision of the Services defined herein. These fees also specify those amounts, specified in Schedule III herein, that COUNTY will pay to CONTRACTOR in the event that COUNTY exceeds the Response Time and Availability Warranty assumptions specified in Schedule I to this SLA.

#### I. SYSTEM MAINTENANCE

Without limiting the introductory portions of this SLA or otherwise the provisions of the Agreement, CONTRACTOR shall provide the following System maintenance services:



A. SUPPORT SERVICES

- (1) CONTRACTOR shall: (a) correct the failure of the System Software to operate in accordance with Specifications and otherwise with this Agreement (such correction of the System Software is hereafter referred to as “Corrective Maintenance”) and (b) provide Upgrades and Updates of the System Software as defined in Section I.A(6) below. Hereafter, Corrective Maintenance, Upgrades and Updates 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 System Software Support services.
- (2) CONTRACTOR shall assist COUNTY with problem (a.k.a. Deficiency) determination and resolution. 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. Problem determination and resolution activities may be initiated by COUNTY via telephone or email to CONTRACTOR’s designated single point of communication or by posting to the designated area of Cerner.com.

CONTRACTOR shall provide a web based designated area in Cerner.com where COUNTY can submit, review, update, or request closure for a service request from CONTRACTOR, as well as determine when a service request is assigned, owner of the service request, and the time the service request is assigned. CONTRACTOR will provide reports of service requests, upon request from COUNTY and shall also make such reports available to COUNTY on the designated area. Such reports shall include, at a minimum, the complete history of each service request from submittal by COUNTY to resolution and including all updates.

CONTRACTOR’s investigation of every problem shall continue as needed, with a goal of restoring performance of the applicable System Component in accordance with the Specifications and otherwise with the Agreement, in accordance with the timeframes set forth in Table 1 of Schedule I (Service Level Commitments) to this SLA, based upon the Severity Level.

If it is determined in accordance with Section I.A(8) below that a problem is caused by an item listed in Section I.A(8), then except as expressly provided in this SLA, CONTRACTOR shall not be obligated to provide Corrective Maintenance to remedy such problem. COUNTY may request that CONTRACTOR provide further Corrective Maintenance in respect of such problem as other professional services pursuant to Subparagraph 7.5 (Other Professional Services) of the body of this Agreement. Notwithstanding the foregoing, CONTRACTOR shall, at no further cost to the COUNTY, consult and collaborate with COUNTY staff and any provider of the Specified Hardware, Specified Operating Software and/or any interfacing external COUNTY system in connection with such problem.

- (3) CONTRACTOR shall furnish and perform critical support services twenty-four (24) hours per day, seven (7) days per week, every day of each year for support of the System Software. Critical problems are those categorized as Severity Levels 1 and 2 as defined in Table 1 of Schedule I (Service Level Commitments) to this SLA.

CONTRACTOR shall meet the service levels commitments with respect to resolving critical problems, as identified on Table 1 of Schedule I (Service Level Commitments) to this SLA, for ninety-five percent (95%) of COUNTY's service requests identified by COUNTY as Severity Level 1 or 2. Less than five percent (5%) of requests may require longer resolution times. In the event that the assigned resolution times are not met by CONTRACTOR, CONTRACTOR shall immediately submit to COUNTY a written action plan and status report and shall take other actions as set forth in Section A (System Software Support Service Level Commitments) of Schedule I (Service Level Commitments) to this SLA. Each plan is subject to the written approval of COUNTY Project Director. If CONTRACTOR does not resolve the problem within the time set forth in said approved action plan, then the period immediately following the submittal of the Severity Level 1 or 2 service request through the date of resolution of the problem shall automatically constitute Unscheduled Downtime and credits shall apply as provided in Schedule I.

- (4) Routine support services are non-critical. CONTRACTOR shall provide routine support services during the hours specified in Deliverable 10.1 (System Operations Plan) of Exhibit A (Statement of Work) of the Agreement and onsite support as needed. Non-critical problems are those categorized as Severity Levels 3 and 4 as defined in Table 1 of Schedule I (Service Level Commitments) to this SLA.

CONTRACTOR shall meet the service level commitments with respect to resolving non-critical problems, as identified on Table 1 of Schedule I (Service Level Commitments) to this SLA, for ninety-five percent (95%) of COUNTY's service requests identified by COUNTY as Severity Level 3 or 4 problems. Less than five percent (5%) of requests may require longer resolution times. In the event that the assigned resolution time standards are not met by CONTRACTOR, CONTRACTOR shall immediately submit to COUNTY a written action plan and report and take such other actions as set forth in Section A (System Software Support Service Level Commitments) of Schedule I (Service Level Commitments) to this SLA. Each plan is subject to the written approval of COUNTY Project Director. If CONTRACTOR does not resolve the service request within the time set forth in said approved action plan, except in the case where the reason for CONTRACTOR inability to so resolve is attributable to necessary modification of Baseline Software code (subject to COUNTY's ability to reassign a severity level to such service request as described in Schedule I ), then the period immediately following the submittal of the Severity Level 3 or 4 service request through the date of resolution of the problem shall automatically constitute Unscheduled Downtime and credits shall apply as provided in Schedule I.

- (5) Corrective Maintenance shall be performed as follows:
- (a) For Severity Levels 1 or 2, COUNTY may request Corrective Maintenance by CONTRACTOR's designated telephone number or posting to the designated area in Cerner.com.
  - (b) For Severity Levels 3 or 4, County may request Corrective Maintenance by posting to the designated area in Cerner.com.
  - (c) As part of Corrective Maintenance, COUNTY will provide CONTRACTOR with information and assistance reasonably requested by CONTRACTOR as necessary to detect, simulate and correct the failure of the System to operate in accordance with the Specifications and the Agreement.
  - (d) CONTRACTOR shall provide COUNTY with revised and installed System Components and avoidance procedures to correct program errors when such procedures are within COUNTY's capability to control or perform.
  - (e) At CONTRACTOR's option and expense, CONTRACTOR may perform Corrective Maintenance at COUNTY Facility (ies).

- (f) CONTRACTOR shall provide Corrective Maintenance for the then current and three (3) most recent prior Upgraded versions of the System Software for the term of the Agreement. With respect to Specified Hardware and Specified Operating Software Compatibility problems, CONTRACTOR's obligations to provide Corrective Maintenance shall be subject to Subparagraph 10.1.D.4 of the body of the Agreement.
- (6) Except as expressly set forth in this Section I.A(6), "Upgrades" shall mean major releases and/or versions of the System Software made available to CONTRACTOR's other customers pursuant to support arrangements similar to the support arrangements provided to COUNTY, regardless of whether such other customers use Remote Hosting Services. "Updates" shall mean updates, corrections, service packs/packages, modifications and/or new releases and versions of the System Software other than Upgrades, in each case, made available to CONTRACTOR's other customers pursuant to support arrangements similar to the support arrangements provided to COUNTY, regardless of whether such other customers use Remote Hosting Services. "Upgrades" and "Updates" also include but are not limited to the following:
  - (a) California (State) adopts or amends laws or issues regulations which are deemed necessary by the State governing body, and when COUNTY notifies CONTRACTOR of such in writing or which CONTRACTOR otherwise learns of, including, but not limited to, changes to Title 15 or Title 24 of the California Code of Regulations and/or the Welfare and Institutions Code.
  - (b) Federal agencies adopt regulations which are deemed necessary by and/or through Federal agencies (examples include but are not limited to, the Federal regulations issued by Internal Revenue Service (IRS), Drug Enforcement Administration (DEA), Centers for Medicare and Medicaid Services (CMS), Federal Drug Administration (FDA), and/or the Office of the National Coordinator for Health Information Technology (ONCHIT)).
  - (c) Standards Development Organizations (SDOs) publish changes of standards used in the System for general use which CONTRACTOR adopts and implements for its customers. Such SDOs include the Certification Commission for Health Information Technology (CCHIT) and the National Commission for Correctional Health Care (NCCHC), Health Level 7 (HL7), and/or ANSI X.12;

provided that the item giving rise to such Updates or Upgrades impacts at least one of CONTRACTOR's customers (excluding other Los Angeles County departments) pursuant to support arrangements similar to the support arrangements provided to COUNTY, regardless of whether such other customers use Remote Hosting Services.

Solely with respect to Third Party Software, COUNTY acknowledges that CONTRACTOR's ability to provide Updates and Upgrades are limited to those Updates and Upgrades that CONTRACTOR is authorized to distribute. Such acknowledgement in no way limits CONTRACTOR's other obligations under the Agreement with respect to such Third Party Software, including but not limited to CONTRACTOR's warranty obligations under Subparagraph 10.1 of the body of the Agreement and CONTRACTOR's obligations under this SLA to provide Corrective Maintenance.

- (7) At no additional cost to COUNTY other than the applicable fees identified in Schedules IV and V of this SLA, CONTRACTOR shall install, configure, Tailor, integrate and convert such number of Upgrades and Updates as further specified in Section III (Upgrades Implementation Services) and/or Section IV (Application Management Services) of this Service Level Agreement.
- (8) CONTRACTOR is not required to perform Corrective Maintenance with respect to System failures to the extent directly caused by:
  - (a) COUNTY use of the System inconsistent with the terms of the Agreement, including usage levels that exceed limits specified in Attachment A (PEMRS Functional, Technical and Operational Requirements) and/or Attachment B (Schedule of PEMRS Software) of Exhibit A (Statement of Work) and/or the Response Time and Availability Warranty assumptions set forth in Schedule I (Service Level Commitments) of this SLA, as initially determined by COUNTY but subject to Paragraph 46 (Dispute Resolution Procedure) of the body of this Agreement.
  - (b) Use of User or network devices and/or software, or connection methods and/or changes of COUNTY WAN/LAN connectivity not approved by CONTRACTOR in writing before such Use, or malware or any malicious act that affects the System and is introduced by COUNTY, as initially determined by COUNTY but subject to Paragraph 46 (Dispute Resolution Procedure) of the body of this Agreement. The parties understand and agree that Specified Hardware and Operating Software have already been approved by CONTRACTOR.

- (c) Specified Hardware or Operating Software failures (other than Compatibility issues and Deficiencies of Specified Hardware or Operating Software caused by System Software), but solely to the extent the System Software or performance Deficiency is caused by or results directly from a failure of Specified Hardware or Operating Software, as determined by CONTRACTOR, to COUNTY's Project Director's reasonable satisfaction.
  - (d) Failure of COUNTY to authorize CONTRACTOR to implement an update or upgrade of the Front-End System or Back-End System recommended by CONTRACTOR subject to the provisions of the approved Deliverable 14.1 (Change Management Plan), provided such change does not modify Specified Hardware and Operating Software and that CONTRACTOR assures that the change enables the System to operate in accordance with the Specifications and otherwise the Agreement.
  - (e) Failure of external COUNTY systems (other than Compatibility issues and Deficiencies of external COUNTY systems caused by System Software), that operate within an Interface provided by the System operating in the Production Domain, including changes of the interfaced external COUNTY system not approved by CONTRACTOR that affect the Interface or fail to comply with the Interface Specifications provided by CONTRACTOR and approved by COUNTY as Deliverable 5.2 (External Systems Interfaces Specifications) of Exhibit A (Statement of Work) of the Agreement, as initially determined by COUNTY but subject to Paragraph 46 (Dispute Resolution Procedure) of the body of this Agreement.
  - (f) Documented introduction by COUNTY of a System change that adversely affects System performance and was not introduced in accordance with the Change Management Plan approved as Deliverable 14.1 (Change Management Plan) of Exhibit A (Statement of Work), as initially determined by COUNTY but subject to Paragraph 46 (Dispute Resolution Procedure) of the body of this Agreement.
- (9) CONTRACTOR shall provide Upgrades and Updates to the System Software pursuant to the terms of this SLA, provided COUNTY is paying maintenance and support fees in accordance with the Agreement. CONTRACTOR will not be responsible for the installation or "retrofitting" of those Upgrades and Updates to Application Software modules which contain modifications which CONTRACTOR has previously identified to COUNTY's Project Di-

rector in writing and in advance of making such modification, 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.

- (10) Without limiting Subparagraph I.A(5)(f) above, in the event CONTRACTOR intends to discontinue System Software Support of any Application Software module, CONTRACTOR shall provide COUNTY with a minimum of two (2) years prior written notice and shall continue System Software Support during such period.

B. SYSTEM SOFTWARE SUPPORT TERM AND FEES

- (1) For the Phase 1 System, CONTRACTOR shall provide and COUNTY shall receive System Software Support commencing upon COUNTY's written approval of Deliverable 6.7 (Production Use of the Phase 1 System at all COUNTY Facilities) of Exhibit A (Statement of Work) of the Agreement, and continuing for the term of the Agreement, unless otherwise terminated in accordance with the provisions of the Agreement.

For each Optional Phase System, CONTRACTOR shall provide and COUNTY shall receive System Software Support commencing upon COUNTY's written approval of Deliverable 7.7 (Production Use of each Optional Phase System at all COUNTY Facilities) of Exhibit A (Statement of Work) of the Agreement, and continuing for the Term of the Agreement, unless otherwise terminated in accordance with the provisions of the Agreement.

- (2) For the Phase 1 System, System Maintenance Support fees shall commence upon approval of Deliverable 6.7 (Production Use of the Phase 1 System at all COUNTY Facilities) and shall be payable monthly or, if applicable, annually in advance, unless otherwise provided herein. The amount of the System Maintenance Support fees shall be in accordance with Schedule II (System Maintenance Fees) to this SLA.

For each Optional Phase System, System Maintenance Support fees shall commence upon approval of Deliverable 7.7 (Production Use of each Optional Phase System at all COUNTY Facilities) and shall be payable monthly or, if applicable, annually in advance, unless otherwise provided herein. The amount of the System Maintenance Support fees shall be in accordance with Schedule II (System Maintenance Fees) of this SLA.

II. REMOTE HOSTING SERVICES

Without limiting the introductory paragraphs of this SLA or otherwise the provisions of the Agreement, CONTRACTOR shall provide the following five (5) services as "Remote Hosting Services," as necessary to operate PEMRS 24 hours per day, 7 days per week, every day of each year in accordance with the Specifications, including but not limited to the Remote Hosting Specifications described in Section III (Remote Hosting Services) of Attachment A (PEMRS Functional, Technical, and Operational Requirements) of Exhibit A (Statement of Work), and otherwise with the Agreement, in accordance with the Response Time and Availability Warranties set forth on Schedule I (Service Level Commitments) to this SLA.

- 1 Facility Management (operation and management of CONTRACTOR's high availability Tier 4 physical facilities in Kansas City, MO identified below).
- 2 Network Management (operation and management of CONTRACTOR's Local Area and Wide Area Networks (LAN/WAN))
- 3 System Management (operation and management of the data processing systems and equipment required for System operation)
- 4 Database Management (administration of the data base management system required for System operation)
- 5 Interface Management (monitoring and managing medical devices and external systems Interfaces)

CONTRACTOR shall host PEMRS at its high availability, Tier 4 Cerner Technology Centers ("CTC") located at:

777 NW Blue Parkway  
Lee's Summit MO.

3200 N Rockcreek  
Kansas City, MO 64117

With respect to each Optional Phase System, COUNTY will elect whether to implement Remote Hosting Services for such Optional Phase System. Recognizing that certain Optional Phase Systems are not amenable to remote hosting (e.g., PACS), CONTRACTOR shall host all Optional Phase Systems per COUNTY election in the sole discretion of the COUNTY's Project Director.

A. FACILITY MANAGEMENT

CONTRACTOR shall provide and manage the facilities necessary to operate PEMRS in accordance with the Specifications and otherwise with this Agreement. CONTRACTOR's provision and management of the facilities shall include, but not be limited to, the following:

- (1) CTC Environment



CONTRACTOR shall provide the CTC identified above to host the computing and network environment. CONTRACTOR shall provide the CTC equipment, operating software, and other software, regardless by whom produced or supplied, required to operate PEMRS in accordance with the Specifications and otherwise with the Agreement.

CONTRACTOR shall manage, monitor and control each CTC and shall provide all Domains in accordance with the Domain strategy documented in the Conceptual Design Document (Deliverable 3.3) of the Statement of Work (Exhibit A) and recommended in the Exhibit G (PEMRS Assessment) of the Agreement and its attachments.

(2) CTC Management and Monitoring

CONTRACTOR shall operate and maintain each CTC, in accordance with Tier 4 standards. CONTRACTOR shall manage, monitor, control and activate each CTC, including but not limited to such CTC physical structure and environment, power supplies and generators, chiller systems (pressure, temperature, alarm, standby), electrical rooms (moisture, Uninterrupted Power Supply (UPS)), computer room air-conditioning units (air conditioning, power, moisture, humidity and temperature), Auto Transfer Switches, and UPS/generator system as incoming power dictates.

(3) CTC Physical Security

CONTRACTOR shall provide physical security in each CTC as specified in "Security Requirements" (Section II) of Attachment A (PEMRS Functional, Technical and Operational Requirements) of Exhibit A (Statement of Work) of the Agreement. CONTRACTOR shall monitor security events and promptly report to COUNTY's Project Manager by email or telephone all County-related Security Incidents, but in no event later than two (2) hours following CONTRACTOR knowledge of the Security Incident, with subsequent notification in writing to follow shortly thereafter in accordance with the timeframes set forth in Exhibit J (CONTRACTOR'S Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)). In addition, on a monthly basis, CONTRACTOR shall summarize any non-County related Security Incidents of which CONTRACTOR has knowledge that have occurred during the period and their remediation at a high level with COUNTY Project Manager using telephone or email communications, as determined by CONTRACTOR in its sole

discretion. These high level summaries shall include the nature of the incident(s), steps taken to remediate the associated threat(s) or vulnerability(ies), and any residual risk(s). The summaries shall not include any information that could reveal the customer(s) affected directly by the incident.

(4) Disaster Recovery

In the event of a disaster affecting any CTC providing services to COUNTY under this Agreement, CONTRACTOR shall invoke an alternate data center and shall recover the Production Domain as first priority, followed by non-Production Domains in accordance with COUNTY assigned priorities.

CONTRACTOR, with participation and support by COUNTY as needed, shall mobilize an emergency response team. The system backups will be used to recover the System in the Production Domain in such alternate data center. CONTRACTOR shall test the restored environment and notify COUNTY to begin its testing and validation process for System acceptance and return to the Users.

B. NETWORK MANAGEMENT

CONTRACTOR shall provide, support, monitor, manage, and control the communications between the CTC and the COUNTY necessary to operation PEMRS in accordance with the Specifications and otherwise with the Agreement. This shall include, but not be limited to, the following:

(1) CTC Network Operation

CONTRACTOR shall provide, support, monitor and maintain high-availability (99.9%) networks designed to remain fully operational in the event of any single equipment failure, such as, but not limited to, routers, switches, load balancers, redundant power circuits, power distribution, and firewalls in each CTC. CONTRACTOR shall provide, operate, monitor, manage and control all network equipment, operating software, all software and console systems at the CTCs necessary to host the System and support the servers and databases required for the System to operate in accordance with the Specifications and otherwise with the Agreement.

CONTRACTOR shall:

- (a) Install, manage, configure, support, and maintain WAN circuits and WAN equipment in the CTC as required for PEMRS to operate in accordance with the Specifications and otherwise with the Agreement;

- (b) Monitor Response Times of the Phase 1 System and each applicable Optional Phase System, including round trip latency, as required for PEMRS to operate in accordance with the Specifications and otherwise with the Agreement.

(2) CONTRACTOR-provided WAN communications.

CONTRACTOR shall provide, monitor, manage, support, and control the WAN communications network infrastructures and operations required to operate PEMRS in accordance with the Specifications and otherwise with the Agreement, including primary and secondary communications circuits between the CTCs and dual points of demarcation at COUNTY Facilities, which shall be readily and commercially available via public carrier, defined and provided by COUNTY as recommended in Exhibit G (PEMRS Assessment) of the Agreement and its attachments, and as specified in Deliverable 3.3 (Conceptual Design) of Exhibit A (Statement of Work) of the Agreement.

CONTRACTOR shall:

- (a) Provide and provision WAN circuits in a manner that maximizes existing physical circuit diversity consistent with the best practice for obtaining physical circuit diversity, provide circuits that are sized for the Phase 1 System and each applicable Optional Phase System in accordance with industry best practices for appropriate bandwidth, quality of service and responsiveness and the Specifications and provision and manage all circuits in conjunction with CONTRACTOR's communications carriers (this process does not guarantee physical diversity; but rather provides the best practice for obtaining physical diversity);
- (b) Provide all communications equipment necessary to terminate these WAN circuits and provide secure connection at COUNTY's dual points of demarcation and provide ongoing monitoring, management, and support including but not limited to routers, switches, firewalls, out-of-band-management consoles and power reboot switches as well as channel service unit (CSU) and data service unit (DSU) circuit termination equipment;
- (c) Provide monitoring systems, device management and polling systems necessary to manage and control the network, monitor and control CONTRACTOR-provided network routers, including utilization, memory, exception reporting, syslog,

configuration management and access control list (ACL) hits/denies;

- (d) Monitor and control CONTRACTOR-provided WAN links ups/downs, error thresholds, bandwidth, and committed information rate packet flow/loss, and monitor and control COUNTY gateway ups/downs, routers, switches, and power supplies.

C. SYSTEM MANAGEMENT

CONTRACTOR shall provide and manage secure computing systems necessary to operate PEMRS as provided in the System Operations Plan (Deliverable 10.1) of Exhibit A (Statement of Work) of this Agreement and in accordance with the Specifications and otherwise with the Agreement. CONTRACTOR's System Management shall include, but not be limited to the following.

(1) System Management

CONTRACTOR shall:

- (a) Provide, configure, support, manage, monitor and control all components of the System, required to continue and maintain System Response Time and Availability levels as provided in this SLA.
- (b) Use appropriate management methods, resources, and tools needed to meet or exceed System Response Time and Availability Specifications as provided in this SLA, including, but not limited to, System capacity analysis and planning, use of appropriate software necessary to monitor the System, best practice internal change management processes and procedures for systems management, and the System Software Support and problem management processes, procedures and escalation guidelines in accordance with the provisions of this Service Level Agreement, including but not limited to Schedule I (Service Level Commitments).
- (c) Monitor System performance and tune System components to ensure System Response Time and Availability levels as provided in this SLA.
- (d) Monitor, manage, and control the computing systems to report and alert on compromised System health, security, Availability and/or capacity, and act to prevent and/or correct Deficiencies, by taking such actions as rebooting Systems on a recurring

schedule to optimize Domain performance, performing System level daylight savings time management, applying operating software service packs to the System and/or infrastructure as required to maintain System health, security, Availability, performance, and capacity, including but not limited to executing any special instructions necessary for such service packs.

- (e) Provide external access via Internet to Citrix servers in the CTC for occasional access by COUNTY Users authorized for such use by the COUNTY's Project Director, and provide access instructions and passwords for said external Users.

(2) Security Management

CONTRACTOR shall provide and manage the System to ensure security in accordance with the Specifications and this Agreement.

CONTRACTOR shall:

- (a) Promptly report to COUNTY's Project Manager by email or telephone all County-related Security Incidents, but in no event later than two (2) hours following CONTRACTOR knowledge of the Security Incident, with subsequent notification in writing to follow shortly thereafter in accordance with the timeframes set forth in Exhibit J (CONTRACTOR'S Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)). In addition, on a monthly basis, CONTRACTOR shall summarize any non-County related Security Incidents of which CONTRACTOR has knowledge that have occurred during the period and their remediation at a high level with COUNTY Project Manager using telephone or email communications, as determined by CONTRACTOR in its sole discretion. These high level summaries shall include the nature of the incident(s), steps taken to remediate the associated threat(s) or vulnerability(ies), and any residual risk(s). The summaries shall not include any information that could reveal the customer(s) affected directly by the incident.
- (b) Provide security software and equipment security controls, provide and maintain updated Virus detection and correction, provide logical security using lockdown procedures post

Production Use, provide URL access to COUNTY approved Internet sites, implement and monitor network intrusion detection systems throughout the CTCs' networks, monitor and report System security errors, exceptions and attempted violations to COUNTY as dictated by standard procedures and as provided by periodic reporting schedules established by the COUNTY's Project Director in collaboration with CONTRACTOR's Project Director.

- (c) Secure backup media with check-in and check-out procedures, store COUNTY's backup media in a manner that will protect the confidentiality of the data stored on them and ensure that such data remain COUNTY's property including provision of secure environment(s) for on-site and off-site backup storage.
- (d) Appoint a corporate IT Security Manager and other security personnel as mutually agreed by the COUNTY's Project Director and CONTRACTOR's Project Director to monitor and enforce security procedures and resolve exception report issues.
- (e) Provide four Primary Domain Controllers (PDCs) in CTCs to facilitate integration of the COUNTY provided integrated PEMRS Active Directory and, if applicable, Millennium LDAP Authentication Pass-through Application Software module.
- (f) Provide, implement, and support the COUNTY domain controllers located in the CTC.
- (g) Provide anti-virus protection, service management, and service monitoring agents on domain controllers located in the CTC.
- (h) Provide a secured environment for the COUNTY's Primary Domain Controllers operating in CTC.
- (i) Install, provide, monitor and manage the enterprise level audit logging, tracking, and reporting services enabled by CONTRACTOR's P2Sentinel Security Services to support COUNTY's requirements as specified in Attachment A (PEMRS Functional, Technical, and Operational Requirements) of Exhibit A (SOW) of this Agreement (as further described in this Subparagraph II.C(2)(i), "P2Sentinel Security Services").

- (i) Provide the hardware, software and maintenance needed to ensure that the P2Sentinel Security Services operate in accordance with the Specifications and otherwise the Agreement;
- (ii) Provide and manage off-site backup of the P2Sentinel Security Services data;
- (iii) Provide connectivity and network services as necessary for the COUNTY to utilize the P2Sentinel Security Services;
- (iv) Work with COUNTY to implement an appropriate selection of audited transactions;
- (v) Work with COUNTY to define and configure the reports to be delivered regularly together with custom and *ad-hoc* reporting capabilities; and
- (vi) Advise COUNTY as appropriate on advisable monitoring and action procedures regarding P2Sentinel tracking and reports.

(3) Back-End System Management

CONTRACTOR shall provide, install, manage, maintain, support and control all hardware, operating software, including operating system and database software, and resources needed to access the System and execute the System Software, in order for the Phase 1 System and each Optional Phase System elected by the COUNTY for which remote hosting services apply to operate in the CTCs in accordance with the Specifications and otherwise with the Agreement (herein, sometimes the “Back-end System”).

CONTRACTOR shall:

- (a) Provide Back-end System computing including CPUs, memory and data storage.
- (b) Acquire, provide, install, manage and maintain operating software and related licenses for the Back-end System required to operate the required Domains(s), including, but not limited to, payment of ongoing maintenance and support fees required for such operating software and related licenses.

(4) Front-End System Management

CONTRACTOR shall provide, install, manage, maintain, support and control required front-end software such as without limitation Microsoft and Citrix Software, necessary to facilitate COUNTY and User access to the Domains and printing services in accordance with the Specifications and otherwise with the Agreement (herein, sometimes the “Front-end System”).

CONTRACTOR shall:

- (a) Manage, maintain, control and operate the Front-end System equipment, and any and all front-end software, computing systems and associated infrastructure as required for the Phase 1 System and each Optional Phase System elected by the COUNTY for which remote hosting services apply to operate in accordance with the Specifications, in accordance with manufacturer-recommended and supported practices.
- (b) Provide, manage, control and operate processes and resources needed to monitor the Front-end System and to report, alert on, and correct compromised system health, security, capacity, and Availability.
- (c) Provide, manage, control and operate Front-end System servers required to facilitate printing excluding COUNTY-owned print servers required for local printing on COUNTY site.
- (d) Provide, support, manage, maintain and control the Microsoft terminal server database operations and security.
- (e) Provide and ship to COUNTY the CONTRACTOR-provided COUNTY site equipment necessary to provide the Remote Hosting Services, and manage such equipment remotely from the CTCs.
- (f) Provide COUNTY with a list of validated devices including but not limited to printers and scanners suitable for local use with PEMRS.
- (g) Acquire, manage, maintain, and control storage for all the Domains as necessary for the System to operate in accordance with the Specifications and otherwise with the Agreement.

D. DATABASE MANAGEMENT

CONTRACTOR shall provide, administer, support, maintain, manage and control the System database and database management software as



necessary to operate PEMRS 24 hours per day, 7 days per week, and every day of each year in accordance with the Specifications and otherwise with the Agreement at the Response Time and Availability levels provided in this SLA. CONTRACTOR shall implement and maintain database access, Response Time and Availability in a consistent and efficient manner across all system Domains. Such CONTRACTOR's database management services shall include, but not be limited to the following.

(1) Database Installation and Upgrade

CONTRACTOR shall:

- (a) Acquire, install, operate, maintain, support, and upgrade Database Management Systems software.
- (b) Provide appropriate database management methodologies, resources and tools to manage, troubleshoot, back up and recover the database in all Domain(s).

(2) Database Performance Management and Monitoring

CONTRACTOR shall:

- (a) Monitor and report on database security, performance and capacity.
- (b) Provide, manage, and control database storage required to operate and maintain PEMRS.
- (c) Maintain offsite backup of the System and COUNTY data. Such backup shall operate and perform in a manner comparable to CTC with respect to both System and COUNTY data.
- (d) Monitor alert logs, monitor and control number of extents remaining, free space, free space deficits, file and table space, instance status, lock conflicts, space available in table space, status of listeners, and performance characteristics such as SGA and I/O.
- (e) Reorg /defragment database objects/table space as necessary to maintain performance.
- (f) Monitor and control purge job activity to ensure purges are completing successfully.

(3) Database Backup, Restore, and Recovery

CONTRACTOR shall:

- (a) Define, maintain, document and enforce backup requirements as needed.
- (b) Define and enforce System-wide recovery and backup requirements, perform System backups as specified in CONTRACTOR's standard backup procedure, provide tape rotation, verify backup logs, coordinate offsite storage functions, including logging, tracking, labeling, ordering, receiving and sending tapes, replacing tapes and disks in storage required in accordance with the prescribed schedule to ensure System performance, availability and reliability, and restoring System data as required.
- (c) Schedule and test routine recovery procedures.

E. INTERFACE MANAGEMENT

CONTRACTOR shall provide and manage Interfaces necessary to operate PEMRS 24 hours per day, 7 days per week, every day of each year in accordance with the Specifications and otherwise with the Agreement. CONTRACTOR shall implement and maintain Interface management services and support in a consistent and efficient manner across all Domains. All external system Interfaces and medical devices Interfaces (MDIs) shall connect via COUNTY-provided LAN/WAN into the CONTRACTOR provided and provisioned WAN circuit(s) via the dual points of demarcation.

(1) Interface Monitoring

CONTRACTOR shall:

Monitor CONTRACTOR inbound cycle times over-threshold alarms, external system Interfaces connectivity, and CONTRACTOR outbound Interface queue counts and over-threshold alarms.

(2) Interface Management

CONTRACTOR shall:

- (a) Notify COUNTY of Interface issues that affect service.
- (b) Work with COUNTY to identify and correct Interface operational or performance problems in accordance with Section IV, "Application Management Services (AMS)" of this SLA.

F. REMOTE HOSTING SERVICES TERM AND FEES

- (1) For the Phase 1 System, CONTRACTOR shall provide and COUNTY shall receive Remote Hosting Services commencing upon the Effective Date, and continuing for the term of the Agreement, unless otherwise terminated in accordance with the provisions of the Agreement.

For each Optional Phase System where COUNTY determines that Remote Hosting Services apply and elects to implement an Optional Phase System, CONTRACTOR shall provide and COUNTY shall receive Remote Hosting Services commencing upon execution of the applicable Change Notice or Amendment under Paragraph 6 (Change Notices and Amendments) of the Agreement and continuing for the term of the Agreement, unless otherwise terminated in accordance with the provisions of the Agreement.

- (2) Payments for Remote Hosting Services for the Phase 1 System from the Effective Date until COUNTY's written approval of Deliverable 6.7 (Production Use of the Phase 1 System at all COUNTY Facilities) of Exhibit A (Statement of Work) of the Agreement shall be in accordance with Exhibit B (Schedule of Payments). Monthly Remote Hosting Services fees for the Phase 1 System shall commence on the COUNTY's written approval of Deliverable 6.7 (Production Use of the Phase 1 System at all COUNTY Facilities) of Exhibit A (Statement of Work) of the Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the monthly Remote Hosting Services fees shall be in accordance with Schedule III (Remote Hosting Services and P2Sentinel Security Services Fees) to this SLA.
- (3) For each Optional Phase System where COUNTY determines that Remote Hosting Services apply and COUNTY elects to implement such Optional Phase System, payments for Remote Hosting Services from execution of the applicable Change Notice or Amendment until COUNTY's written approval of Deliverable 7.7 (Production Use of the Optional Phase System at all COUNTY Facilities) of Exhibit A (Statement of Work) of the Agreement shall be in accordance with the applicable Change Notice or Amendment. Monthly Remote Hosting Services fees shall commence on COUNTY's written approval of Deliverable 7.7 (Production Use of the Optional Phase System at all COUNTY Facilities) of Exhibit A (Statement of Work) of the Agreement, and shall be payable monthly in advance, unless otherwise provided herein. The amount of the monthly Remote Hosting Services fees shall be in accordance with Schedule III (Remote Hosting Services and P2Sentinel Security Services Fees) to this SLA.

G. P2SENTINEL SECURITY SERVICES TERM AND FEES

- (1) For the Phase 1 System, CONTRACTOR shall provide and COUNTY shall receive P2Sentinel Security Services commencing upon the COUNTY's acceptance of Deliverable 6.2.2 (Successful Integration Test Results for the Phase 1 System), and continuing for the term of the Agreement, unless otherwise terminated in accordance with the provisions of the Agreement.

For each Optional Phase System where COUNTY determines that P2Sentinel Security Services apply and elects to implement an Optional Phase System, CONTRACTOR shall provide and COUNTY shall receive P2Sentinel Security Services commencing upon execution of the applicable Change Notice or Amendment under Paragraph 6 (Change Notices and Amendments) of the Agreement and continuing for the term of the Agreement, unless otherwise terminated in accordance with the provisions of the Agreement.

- (2) Payments for P2Sentinel Security Services for the Phase 1 System from the Effective Date until COUNTY's written approval of Deliverable 6.6 (Successfully Conducted User Acceptance Testing of the Phase 1 System) of Exhibit A (Statement of Work) of the Agreement shall be in accordance with Exhibit B (Schedule of Payments). Monthly P2Sentinel Security Services fees for the Phase 1 System shall commence on the COUNTY's written approval of Deliverable 6.6 (Successfully Conducted User Acceptance Testing of the Phase 1 System) of Exhibit A (Statement of Work) of the Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the monthly P2Sentinel Security Services fees shall be in accordance with Schedule III (Remote Hosting Services and P2Sentinel Security Services Fees) to this SLA.

For each Optional Phase System where COUNTY determines that P2Sentinel Security Services apply and COUNTY elects to implement such Optional Phase System, payments for P2Sentinel Security Services from execution of the applicable Change Notice or Amendment until COUNTY's written approval of Deliverable 7.6 (Successfully Conducted User Acceptance Testing of each Optional Phase System) of Exhibit A (Statement of Work) of the Agreement shall be in accordance with the applicable Change Notice or Amendment. Monthly P2Sentinel Security Services fees shall commence on COUNTY's written approval of Deliverable 7.6 (Successfully Conducted User Acceptance Testing of each Optional Phase System) of Exhibit A (Statement of Work) of the Agreement, and shall be payable monthly in advance, unless otherwise provided herein. The amount of the monthly P2Sentinel Security Services fees shall be in accordance with Schedule III

(Remote Hosting Services and P2Sentinel Security Services Fees)  
to this SLA.

### III. UPGRADES IMPLEMENTATION SERVICES

#### A. UPGRADES IMPLEMENTATION SERVICES

Without limiting the introductory portions of this SLA or otherwise the provisions of the Agreement, from and after the effective date of Amendment Number Fifteen to the Agreement, CONTRACTOR shall provide all professional services and Remote Hosting Services infrastructure necessary to complete Upgrades of the System during the term of the Agreement when the COUNTY elects, as directed by the COUNTY's Project Director in his sole judgment, to implement such Upgrade of the Phase 1 System and/or each Optional Phase System, provided by CONTRACTOR consistent with Sections I.A(6), ("Upgrades Implementation Services"). CONTRACTOR shall upgrade the System to the most recent generally available code level in accordance with the Specifications, the Specifications described in Section III (Remote Hosting Services) of Attachment A (PEMRS Functional, Technical, and Operational Requirements) of Exhibit A (Statement of Work) and otherwise with the Agreement. Upgrades Implementation Services includes, without limitation, acquisition, creation, implementation and support of the necessary Domains at the CTC, installation, configuration and Tailoring of each Application Software module, and all reports associated with such module, recommended changes, if any, to the Specified Hardware and Operating Software, and all additional services and other work described in the System Design Report dated March 20, 2023, which is attached to and incorporated into Amendment Number Fifteen to the Agreement. Upon implementation of each Upgrade as provided in this Section III of this SLA, the resulting System shall automatically be subject to all provisions of this Agreement, including but not limited to the provisions of each Section of this SLA. (Professional services necessary to implement updates are described below, in Section IV (Application Management Services.)

#### B. UPGRADES IMPLEMENTATION SERVICES TERM AND FEES

- (1) For the Phase 1 System and each Optional Phase System that has been implemented as of the effective date of Amendment Number Fifteen to the Agreement, CONTRACTOR shall provide and COUNTY shall receive Upgrade Implementation Services commencing on the effective date of Amendment Number Fifteen to this Agreement continuing for the term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.
- (2) For each Optional Phase System that is implemented after the

effective date of Amendment Number Fifteen to the Agreement, CONTRACTOR shall provide and COUNTY shall receive Upgrade Implementation Services commencing upon COUNTY's written approval of Deliverable 7.7 (Production Use of Each Optional Phase System at all COUNTY Facilities) of Exhibit A (Statement of Work), and continuing for the term of the Agreement, unless otherwise terminated in accordance with the provisions of the Agreement.

- (3) For the Phase 1 System and each Optional Phase System that has been implemented as of the effective date of Amendment Number Fifteen to the Agreement, monthly Upgrade Implementation Services fees shall commence upon the effective date of Amendment Number Fifteen to the Agreement, and shall be payable monthly in advance, unless otherwise provided herein. The amount of the monthly Upgrade Implementation Services fees shall be in accordance with the Schedule IV (Upgrades Implementation Services) to this SLA.

#### IV. APPLICATION MANAGEMENT SERVICES (AMS)

Without limiting the introductory portions of this SLA or otherwise the provisions of the Agreement, CONTRACTOR shall further support the System by providing Application Management Services ("AMS") as defined in this Section of this Service Level Agreement in order to ensure that the System operates in accordance with the Specifications and otherwise with the Agreement. CONTRACTOR shall provide as part of AMS, professional services that enable the COUNTY to continue in operation and to use the System at its highest levels of functionality and efficiency, without requiring COUNTY to initiate a service request, or to hire third parties and/or assign COUNTY staff to perform routine System performance tuning, content management activities and additional or modified Tailoring, and/or reports requested by Users.

CONTRACTOR shall provide the following as AMS:

1. User Account Management (maintenance and monitoring of the User database)
2. System Operations Monitoring (monitor and report on System performance and on published CONTRACTOR notifications and alerts)
3. System Content Management (continuous Updates of content including, but not limited to, codes and code sets, rules, and decision support and service packages)
4. Monitoring and support of Cerner Command Language (CCL) reports in addition to standard reports supplied with the System
5. 2<sup>nd</sup> Level Help Desk Services for preventive and troubleshooting activities that cannot be resolved locally by COUNTY's 1<sup>st</sup> Level Help Desk as defined in this SLA.

The services provided by CONTRACTOR as part of AMS supplement, but do not

replace or substitute for, those services provided for in Section I (System Maintenance) of this SLA. CONTRACTOR shall provide these AMS on a full time basis, 24 hours per day, 7 days per week, every day of each year during the term of this Agreement. CONTRACTOR shall fully staff these AMS and shall provide and manage these services in addition to and in collaboration with CONTRACTOR's delivery of System Software Support as specified in Section I of this SLA, Remote Hosting Services as specified in Section II and Upgrade Implementation Services as specified in Section III.

A. APPLICATION MANAGEMENT SERVICES

CONTRACTOR shall provide professional services required to ensure that the Phase 1 System and each Optional Phase System is available for Users.

(1) USER ACCOUNT MANAGEMENT

CONTRACTOR shall:

- (a) Provide and maintain User database for System Software-specific security such as authorizations, application access, task access, print authorization, positions, and role setup.
- (b) Maintain individual User accounts upon COUNTY notification of (a) new, modified, and/or terminated User account(s).

(2) SYSTEM OPERATIONS MONITORING

CONTRACTOR shall:

- (a) In connection with support of PEMRS, ensure that COUNTY receives all announcements, alerts, trouble messages, and resolution recommendations from any component of CONTRACTOR's operations, such as but not limited to flashes, illuminations, and distributions published by CONTRACTOR for its customers, together with CONTRACTOR's recommendations for COUNTY and/or CONTRACTOR action.
- (b) Monitor the System operating in the Production Domain and correct operations when warranted to ensure Response Time and Availability in accordance with this SLA.
- (c) On a scheduled periodic basis, monitor and report on orphaned/incorrect/incomplete journal transactions and advise COUNTY of appropriate means of preventing the occurrence and persistence of such orphaned/incorrect/incomplete transactions, including Corrective Maintenance as provided in Section I of this SLA and/or such additional Tailoring or modification of System as may be required.

- (d) Monitor System notifications (i.e., flashes, advisories, application and system guides, knowledge base articles, etc.) and take necessary action as indicated to ensure the System continues to operate in accordance with the Specifications and otherwise with the Agreement, as approved in writing by the COUNTY's Project Director.
- (e) Maintain remote report distribution settings, develop workflow documentation, build and maintain reference databases, perform event code/event set changes as required, monitor and correct errors with Interfaces, chart servers, operations jobs, RRD, and printing.
- (f) Document operations jobs performance and completion timings and create operations profiles to inventory and baseline transaction volumes.



- (g) Notify COUNTY help desk of issues found that affect service that are within COUNTY control to correct or prevent.
- (h) Take appropriate corrective and/or preventive action when notified by CONTRACTOR or COUNTY of anomalies found in the review of posting and error logs and/or System inbound/outbound Interface queue counts.
- (i) Ensure that active Interfaces are operational and monitor and cycle inbound Interfaces as required to establish connections and start transactions, and maintain CTC side of external system and medical device Interfaces.
- (j) Take appropriate corrective and/or preventive action when notified by CONTRACTOR, COUNTY, or System of anomalies in monitored chart queue status, chart volume trends, and errors in chart servers, configurations, and/or formats.
- (k) Monitor charting and RRD for successful completion, document and map RRD queues, verify chart status, monitor print queue for successful completion, restart print queue upon failed print jobs, re-submit unsuccessful charts, and retransmit failed RRD requests.
- (l) Inventory, document, and review operations jobs for efficient use of System resources, and take appropriate corrective and/or preventive action when CONTRACTOR, COUNTY, or System reports anomalies or non-completion of monitored operations, and restart jobs when required.

(3) SYSTEM CONTENT MANAGEMENT

CONTRACTOR shall provide continuous Updates of System content including but not limited to each of Multum/Medisource, ICD-9 (as well as ICD 10 when implemented), CPT-4, code content included in Service Packages, when the publishers of such packages or content issue Updates and COUNTY, in the sole discretion of the COUNTY's Project Director, elects to install them as provided in Section III of Attachment A (PEMRS Functional, Technical, And Operational Requirements) of Exhibit A (Statement of Work).

With respect to such COUNTY election, CONTRACTOR shall:

- (a) Maintain standard content updates in accordance with the COUNTY elections.

- (b) Install and test subscription updates, service packages and fixes and assure the integrity of the resulting data, perform Front-end System special instructions for service package loads, and perform service package certification guidelines as needed.
- (c) Design and conduct CONTRACTOR tests as described in Subparagraph 9.2 (CONTRACTOR Tests) of the body of the Agreement, of the Tailored System as needed to ensure the integrity of the System and its continued operation in accordance with the Specifications and otherwise with the Agreement.

(4) REPORT MANAGEMENT

CONTRACTOR shall provide continuous management and support of reports that are operating in the Production Domain as of Final System Acceptance for the Phase 1 System and/or each Optional Phase System, to ensure that the System continues to operate in accordance with the Specifications and otherwise with the Agreement (“Report Management”). In the context of this Section IV.A(4), the following kinds of reports are included:

- Reports supplied by the System without Tailoring or development using CCL;
- Tailored standard reports and reports other than those supplied by the standard System without Tailoring or development of CCL; and
- Reports developed using Discern Expert and Discern Explorer Reports, rules, and/or alerts.

In respect to such continuous management and support, CONTRACTOR shall:

- (a) Create and maintain the inventory of all reports that are used in the Phase 1 System and each Optional Phase System and maintain such reports.
- (b) Tailor such reports and/or rules to address changes requested by COUNTY.
- (c) Tailor and test such reports and rules and/or alerts to address changes required for content updates, and troubleshoot reports operating in the Production Domain as required by COUNTY or as required by Updates.

(5) 2<sup>nd</sup> LEVEL HELP DESK SERVICES

CONTRACTOR shall provide a fully staffed and comprehensive Help Desk Services for any requests that are determined by the COUNTY's Project Director, in his sole judgment, to be outside the scope of issues that can be resolved by COUNTY's help desk ("2<sup>nd</sup> Level Help Desk Services"). In respect to the 2<sup>nd</sup> Level Help Desk Services, CONTRACTOR shall:

- (a) Answer questions regarding System usage.
- (b) Recommend short-term and long-term problem prevention and resolution practices and procedures to COUNTY for practices and procedures within COUNTY's control.
- (c) Troubleshoot and resolve external system and medical device Interface errors on the CONTRACTOR-side of Interfaces.
- (d) Manage COUNTY requests and report periodically on status to COUNTY and COUNTY's PLT.

(6) OPERATIONS MANAGEMENT

CONTRACTOR shall

- (a) Add/remove operations jobs.
- (b) Set purge jobs and schedule jobs to run, set up and review purges and operations jobs, and monitor purge jobs to ensure purges are completing successfully.

B. APPLICATION MANAGEMENT SERVICES TERM AND FEES

- (1) For the Phase 1 System, CONTRACTOR shall provide and COUNTY shall receive AMS commencing upon COUNTY's written approval of Deliverable 10.4 (Set up and Configured Application Management Services) of Exhibit A (Statement of Work), and continuing for the term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.

For each Optional Phase System, CONTRACTOR shall provide and COUNTY shall receive AMS commencing upon COUNTY's written approval of Deliverable 7.7 (Production Use of each Optional Phase System at all COUNTY Facilities) of Exhibit A (Statement of Work), and continuing for the term of the Agreement, unless otherwise terminated in accordance with the provisions of the Agreement.

- (2) For the Phase 1 System, monthly AMS fees shall commence upon COUNTY's written approval of Deliverable 6.7 (Production Use of the Phase 1 System at all COUNTY Facilities) of Exhibit A (State-

ment of Work) and shall be payable monthly in advance, unless otherwise provided herein. The amount of the monthly AMS fees shall be in accordance with Schedule V (Application Management Services (AMS) Fees) to this SLA.

For each Optional Phase System, monthly AMS fees shall commence upon COUNTY's written approval of Deliverable 7.7 (Production Use of each Optional Phase System at all COUNTY Facilities) of Exhibit A (Statement of Work) and shall be payable monthly in advance, unless otherwise provided herein. The amount of the monthly AMS fees shall be in accordance Schedule V (Application Management Services (AMS) Fees) to this SLA.

V. CHANGE MANAGEMENT

This SLA specifies the details of CONTRACTOR services to be provided in connection with System Support Services, Remote Hosting Services, Upgrades Implementation Services, and Application Management Services. In providing these Services, taken as a whole, CONTRACTOR shall provide all System functions and services necessary for COUNTY and Users to receive the benefits of the System and its continued Use with minimal assigned COUNTY or third party staffing. CONTRACTOR shall manage and deliver these services consistently over time in addition to and in collaboration with each service so that COUNTY receives the benefit of all Services specified herein to enable the System to operate and continue to operate in accordance with the Specifications and the provisions of the Agreement.

CONTRACTOR shall manage change with respect to such Services in accordance with the provisions of Paragraph 6 (Change Notices and Amendments) of the Agreement. Without limiting said provisions, CONTRACTOR shall further manage changes relative to this SLA as specified in the approved Deliverable 14.1 (Change Management Plan) of the Statement of Work (Exhibit A) of the Agreement and this Section V of this Service Level Agreement.

Also described herein are certain roles and responsibilities of COUNTY with respect to change management, such as appropriate notice of change requirements to CONTRACTOR. Unless explicitly assigned to COUNTY, all roles and responsibilities with specified in this Service Level Agreement, including, without limitation, change management roles and responsibilities, shall be the responsibility of CONTRACTOR.

A. CHANGE MANAGEMENT PROCESS

(1) Change Management Procedure and Control

- (a) CONTRACTOR shall provide a copy of CONTRACTOR's standard change management procedure to COUNTY. This

change management procedure shall, without limitation, integrate and provide for all CONTRACTOR's change management as it affects the following Services specified in this Service Level Agreement: System Maintenance (Section I), Remote Hosting Services (Section II), Upgrades Implementation Services (Section III), and Application Management Services (Section IV) taken together and as a whole.

- (b) CONTRACTOR's Project Director and COUNTY's Project Director will collaborate on determining a final format and procedure for change management that is based on and extends as necessary on Deliverable 14.1 (Change Management Plan) and i) ensures that changes occur in a controlled environment so that all parties understand the potential impact of an impending change, ii) identifies potentially affected Systems and processes prior to implementation of the change(s), iii) provides for appropriate CONTRACTOR testing and COUNTY validation, and iv) is implemented to ensure that System operates and continues to operate in accordance with the Specifications and the Agreement. CONTRACTOR shall document such process and submit them for COUNTY review and approval of COUNTY's Project Director. Once approved, this Document shall be the "Approved Change Management Plan".
- (c) CONTRACTOR shall ensure that all changes that affect Production Domains have been approved in writing by COUNTY's Project Director before implementation, which approval shall not be unreasonably withheld. COUNTY agrees to provide reasonable and appropriate maintenance windows and to participate in the testing of all changes as reasonably required.
- (d) CONTRACTOR shall provide and maintain an automated change management system for the centralized reporting and tracking of changes as authorized by the COUNTY's Project Director.
- (e) CONTRACTOR shall conduct scheduled change management meetings.
- (f) CONTRACTOR shall perform post-mortem reviews on problems that affect service level standards, as well as root cause analysis if possible.

- (g) CONTRACTOR shall notify COUNTY's help desk of issues that affect service and may be within the scope of COUNTY's ability to prevent or resolve.
  - (h) CONTRACTOR shall provide and maintain a method for proper escalation of problems within CONTRACTOR's management.
  - (i) CONTRACTOR shall log all incidents and problems in accordance with documented processes.
  - (j) CONTRACTOR shall ensure proper notification and escalation in accordance with CONTRACTOR's standard operating procedures as approved by COUNTY's Project Director.
- (2) Certification Domain
- (a) CONTRACTOR shall provide, equip, configure and maintain a Certification Domain in accordance with the Domain Strategy defined in the approved Conceptual Design Document (Deliverable 3.3 of Exhibit A) and as recommended in the Exhibit G (PEMRS Assessment) and its attachments.
  - (b) CONTRACTOR shall maintain, provision and monitor the Certification Domain as needed for Upgrades, Updates and/or ongoing System testing so that said Certification Domain is continuously available to CONTRACTOR and COUNTY for use in validation and testing as necessary to operate the System in accordance with the Specifications and otherwise with the Agreement.
- (3) Change Management
- CONTRACTOR shall manage change and the change management process as provided in this section and in the Approved Change Management Plan.
- (a) CONTRACTOR shall lead and attend change management meetings.
  - (b) CONTRACTOR shall provide, communicate, and maintain risk management analysis.
  - (c) CONTRACTOR shall test and COUNTY will validate all System changes in accordance with the provisions of Approved Change Management Plan prior to moving them to Production Use.

- (d) CONTRACTOR shall test Upgrades and Updates in order to assure the integrity of the resulting data and continued operation of the System in accordance with the Specifications and otherwise with the Agreement.

## VI. COUNTY ROLES AND RESPONSIBILITIES

COUNTY recognizes that CONTRACTOR provides services defined in this SLA based on the assumption that COUNTY will participate actively and discharge its responsibilities as defined in this Section. COUNTY will provide governance and staffing, certain facilities and equipment, and certain services required, and subject to Exhibit G (PEMRS Assessment) and its attachments to enable the System to operate in accordance with Specifications and the Agreement.

### A. GOVERNANCE AND STAFFING

#### (1) Governance

COUNTY will:

- (a) Continue to provide and maintain the Inter-Agency Project Leadership Team (PLT)
- (b) Provide and manage internal COUNTY communications with all COUNTY agencies and officials
- (c) Provide decision-making and decision support when necessary to direct certain COUNTY options, such as the election to implement an Optional Phase System, how to host System Components, Upgrade project planning and approval, prioritization of System changes, and/or purchase of other professional services as provided in Subparagraph 7.5 of the Agreement.
- (d) Collaborate with CONTRACTOR to ensure orderly and controlled change processes that ensure the change process operates as provided in Paragraph 6 (Change Notices and Amendments) of the body of the Agreement, the approved Deliverable 14.1 (Change Management Plan) of the Statement of Work (Exhibit A) of the Agreement and this Section V of this Service Level Agreement.
- (e) Collaborate with CONTRACTOR to establish a compliance review function of the PLT, in the event that either COUNTY or CONTRACTOR, as the case may be, determines that a compliance review is necessary under the applicable of clause (i) or (ii) below. Subject to PLT governance and process

- (i) Should CONTRACTOR have knowledge to believe that COUNTY is not in compliance with any applicable Federal, State or local law, rule or regulation as it relates to COUNTY's use of the System in the Production Domain, and CONTRACTOR reasonably believes that such non-compliance poses a significant legal or financial risk to CONTRACTOR, then CONTRACTOR shall provide written notification to COUNTY detailing the specific area of non-compliance and proposing an agenda for review of such area of non-compliance. At a mutually agreed upon time and pursuant to a mutually agreed upon agenda, COUNTY agrees to review with CONTRACTOR at no additional cost to COUNTY, the specific area of non-compliance. Should the parties jointly determine that COUNTY is not in compliance with any applicable Federal, State or local law, rule or regulation, CONTRACTOR and COUNTY agree to work together to develop a mutually agreed upon remediation plan, including a timeframe for completion thereof. Development of the remediation plan shall be at no additional cost to COUNTY. If a remediation plan has not been completed within the applicable timeframe, then the parties will discuss the risk and/or impact to CONTRACTOR and COUNTY in continuing the Remote Hosting Services relationship.
- (ii) In addition, if either party determines that CONTRACTOR is not in compliance with any applicable Federal, State or local law, rule or regulation as it relates to Remote Hosting Services, that (a) is particular to this Agreement, and (b) was either enacted or modified after the Effective Date, and CONTRACTOR reasonably determines that the cost for CONTRACTOR to achieve compliance with such applicable law, rule or regulation will result in CONTRACTOR incurring additional costs in an excess of ten (10%) of CONTRACTOR's costs for providing Remote Hosting Services as of the date of the determination (such costs being documented to COUNTY's satisfaction), then CONTRACTOR shall submit a proposal to COUNTY identifying commercially reasonable options for CONTRACTOR to continue to provide the Remote Hosting Services, which may include (i) any resulting changes to the Remote Hosting Services fees, or (ii) any resulting changes in



the service level commitments described in this Exhibit D. Any changes to the Agreement required as a result of the parties agreeing to implement one of the proposed options shall be in accordance with Paragraph 6 of the body of the Agreement. If the parties are unable to reach agreement within one hundred and eighty (180) days of CONTRACTOR's submission of the options, CONTRACTOR and COUNTY will discuss the risk and/or impact to CONTRACTOR and COUNTY in continuing the Remote Hosting Services relationship notwithstanding CONTRACTOR's non-compliance.

- (iii) Following all of the steps set forth in the applicable of clause (i) or (ii) above, including but not limited to the risk and/or impact discussions, if the parties agree that it is not feasible to continue with the Remote Hosting Services relationship, then CONTRACTOR shall work with COUNTY to identify an alternative hosting solution for COUNTY. CONTRACTOR and COUNTY will work together to develop a migration plan and CONTRACTOR shall provide COUNTY with a quote for any additional work required beyond the Remote Hosting Services, which may include the following: (a) any equipment and third party software necessary; (b) any associated maintenance services; and (c) professional services necessary for such transition. COUNTY reserves the right to acquire any foregoing from a vendor other than CONTRACTOR. CONTRACTOR and COUNTY will also execute a mutually-agreeable Amendment to this Agreement to accommodate the change in operation of the System Software, which Amendment shall be executed in accordance with Paragraph 6 of the body of the Agreement. When the transition is complete and all CONTRACTOR-provided on-site equipment returned, COUNTY will no longer be obligated to pay the Remote Hosting Services fees for the transitioned System Software, and such services will be terminated; however, CONTRACTOR will continue to provide System Software support so long as COUNTY continues to pay the associated System Software support fees in accordance with this Agreement.
- (f) Attend meetings as appointed by the COUNTY's Project Manager.

(2) Staffing

COUNTY will:

- (a) Provide three full time contact staff in addition to the Project Manager. Their principal role will be to act as representatives in communication of service requests and issues to CONTRACTOR and as COUNTY liaison for all CONTRACTOR services. The duties of these positions are: reviewing and approving CONTRACTOR's project plans, scheduling Upgrade events, testing, monitoring COUNTY equipment and services, and providing CONTRACTOR with necessary information regarding COUNTY equipment and configurations.
- (b) Provide a fifth staff person (in addition to the four identified in (a)) to act as a security specialist. The duties of this position are: definition of roles and groups, establishing User profiles, and notifying CONTRACTOR of User profile and/or role changes, new accounts, and major expected environmental changes.
- (c) Provide, supervise and provision super Users to support System Software. The duties of these Users are: requesting and prioritizing changes such as modifications to Custom Command Language (CCL) reports, changes of rules and alert triggers, and providing the description of the requirements and mock-up of the expected changes, and validation of changes before requesting COUNTY's Project Director's authorization to move them to the Production Domain.
- (d) Provide an internal COUNTY help desk that will serve as the first point of contact for Users and also communicate planned outages and other status events to Users ("1<sup>st</sup> Level Help Desk").

B. FACILITIES AND EQUIPMENT

(1) Facilities

COUNTY will:

- (a) Provide the addresses of the dual points of demarcation to CONTRACTOR upon request.
- (b) Provide space and a temperature controlled environment and rack space for CONTRACTOR provided equipment (such as wide area network equipment, replication and

imaging servers, and other necessary equipment) installed at COUNTY Facilities.

- (c) Notify CONTRACTOR of any issues or concerns associated with connections such as equipment to COUNTY network.
- (d) Provide dual uninterrupted power supply, separate power circuits, and connectivity, adequate power, cooling and physical security for such CONTRACTOR provided equipment.

(2) Equipment

COUNTY will:

- (a) Provide and manage Specified Hardware and Operating Software, including:
  - (i) Provide and manage COUNTY's LAN and WAN connectivity to Users and all devices necessary to connect Users to the System, on COUNTY's side of the dual points of demarcation.
  - (ii) Provide out-of-band management access to CONTRACTOR in the form of a dedicated analog line and a Plain Old Telephone Service (POTS) line for out of band management.
  - (iii) Provide and manage COUNTY systems, software and connectivity that are not part of PEMRS (e.g.: Microsoft Word, Excel® spreadsheet software, Access™ database software, and Microsoft client access licenses (CALs) for COUNTY's devices, and others used to display or analyze data at the user desktop).
  - (iv) Provide peripheral technologies certified by CONTRACTOR or selected in consultation with CONTRACTOR's Project Director and approved by COUNTY's Project Director.
  - (v) Manage, maintain and control COUNTY's peripheral devices and device configurations.
- (b) Provide, install and maintain Specified Hardware or Operating Software in the event of an Upgrade in accordance with the Approved Upgrade Plan.

C. SERVICES

(1) Notification and Information to CONTRACTOR

COUNTY will:

- (a) Provide not less than 6 months notice to CONTRACTOR of material changes to COUNTY growth impacting the scope of use and Response Time/Availability assumptions set forth in Schedule 1 (Service Level Commitments) to this SLA (e.g., order volumes, number of Concurrent Users, Interface transactions).
  - (b) Notify CONTRACTOR of COUNTY planned events that will affect the System such as outages.
  - (c) Provide operator guides and support contact information for COUNTY provided equipment and software.
  - (d) Provide local network and host information including the addresses of the dual points of demarcation, exchange ID, and local adapter addresses.
  - (e) Provide CONTRACTOR with virtual access to peripherals and Interfaces as needed to support System.
  - (f) Provide CONTRACTOR with a permanent local administrator account and password on COUNTY's PDCs located in the CTC, and permit CONTRACTOR's agents to be installed and run on the COUNTY's PDCs.
  - (g) Set purge and retention criteria based on COUNTY's clinical requirements, and schedule purge jobs for CONTRACTOR to run in.
  - (h) Provide the content information for the Microsoft Terminal Server Database.
  - (i) Notify CONTRACTOR when cycling Interfaces and/or when Interfaces fail to operate in accordance with Specifications.
  - (j) Grant physical access and assistance in accordance with the Agreement as needed to CONTRACTOR and provide as-needed occasional support for CONTRACTOR's equipment installed at COUNTY Facilities.
  - (k) Consult with CONTRACTOR in connection with any planned changes affecting the System such as potential Compatibility issues and/or performance implications.
  - (l) When notifying CONTRACTOR of problems distinguish between network and System Software problems to the extent feasible given information about the System available to COUNTY's technical staff.
- (2) Configuration of Specified Hardware and Operating Software
- COUNTY will:

- (a) Operate, maintain, manage and control PEMRS front end technology owned by COUNTY.
- (b) Define, setup, and verify printers for Non-Production Domains.
- (c) Define and manage printer routings.
- (d) Configure COUNTY side of Interfaces, medical devices, PACS (if implemented as part of an Optional Phase System), and local devices such as printers and scanners when relevant to the System.
- (e) Purchase and install any third party enhancements to COUNTY equipment or network connected to System whether or not available in the public domain, to comply with State and Federal regulatory requirements.

(3) Testing

COUNTY will:

- (a) Ensure that COUNTY introduces no changes to Specified Hardware and Operating Software affecting the Production Domain during an Upgrade project.
- (b) Test and validate COUNTY side of Interfaces
- (c) Perform User Acceptance Tests of Upgrades, with appropriate CONTRACTOR guidance, in a manner similar to Subtasks 6.6 and 7.6 of the Statement of Work.
- (d) Authorize changes that affect the Production Domain, and validate all changes to the Phase 1 System and/or each Optional Phase System prior to authorizing CONTRACTOR to move them to Production, including without limitation Upgrades and Updates.

(4) Monitoring and Control

COUNTY will:

- (a) Provide CONTRACTOR with notice, within three days of occurrence of a problem being reported, with a general description of the problem.
- (b) Schedule maintenance windows in collaboration with CONTRACTOR's Remote Hosting Services.
- (c) Backup Specified Hardware and Operating Software and verify restored environments controlled by COUNTY.
- (d) Analyze and tune Tailored components or Custom Reports provided by COUNTY.

- (e) Monitor Interfaces and Interface connectivity and cycle as necessary.
  - (f) Review posting and error logs and take appropriate action.
  - (g) Identify and resolve COUNTY's LAN and WAN problems (confirmed by the COUNTY's Project Director in consultation with CONTRACTOR's Project Director to be solely within control of COUNTY).
  - (h) Monitor charting, remote report distribution, and printing services that rely solely on COUNTY equipment and correct or resubmit failed jobs.
  - (i) Escalate issues and problems within COUNTY.
- (5) Training

COUNTY will:

- (a) Plan training programs as needed for Upgrades, identify resources, arrange for CONTRACTOR support including Train the Trainers, and communicate the program to Users.
- (b) Conduct User training.

#### VII. COUNTY FACILITIES

COUNTY Facilities for which the Service Level Agreement, including System Maintenance (Section I), Remote Hosting Services (Section II), Upgrades Implementation Services (Section III), and Application Management Services (Section IV) taken singly and together as a whole shall be provided by CONTRACTOR are those listed in Attachment H (COUNTY Facilities) to Exhibit A (Statement of Work) of this Agreement.

#### VIII. OPTION TO TERMINATE SERVICE LEVEL AGREEMENT

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 the Services included in this Service Level Agreement, including:

- System Maintenance (Section I),
  - Remote Hosting Services (Section II),
  - Upgrades Implementation Services (Section III), and
  - Application Management Services (AMS) (Section IV).
- A. COUNTY shall provide at least ninety (90) days written notice to CONTRACTOR of such election prior to the effective date of termination under this Section VIII. In the event of such a termination,

CONTRACTOR shall be entitled to seek payment for Deliverables completed by CONTRACTOR and approved by COUNTY in accordance with this Agreement prior to the effective date of such termination, as is provided under Subparagraph 32.3 with respect to COUNTY's termination for convenience.

- B. If, in accordance with this Agreement COUNTY desires to transition the System Software to its own facility at the end of term of this Agreement or upon termination of Remote Hosting Services, COUNTY will notify CONTRACTOR in writing of such intent to transition concurrently with its notice of termination of the Remote Hosting Services. Upon such notice, CONTRACTOR and COUNTY will work together to develop a migration plan and CONTRACTOR shall provide COUNTY with a quote for any additional work required beyond the Remote Hosting Services, which may include the following: (a) any equipment and third party software necessary; (b) any associated maintenance services; and (c) professional services necessary for such transition. COUNTY reserves the right to acquire any foregoing from a vendor other than CONTRACTOR. CONTRACTOR and COUNTY will also execute a mutually-agreeable Amendment to this Agreement to accommodate the change in operation of the System Software, which Amendment shall be executed in accordance with Paragraph 6 of the body of the Agreement. CONTRACTOR will not be required to begin any of the foregoing obligations relating to the transition unless or until COUNTY is current in paying any amounts payable hereunder in accordance with this Agreement as of the date CONTRACTOR receives COUNTY's notice of transition. When the transition is complete and all CONTRACTOR-provided on-site equipment returned, COUNTY will no longer be obligated to pay the Remote Hosting Services fees for the transitioned System Software, and such services will be terminated; however, CONTRACTOR will continue to provide System Software support so long as COUNTY continues to pay the associated System Software support fees in accordance with this Agreement.

## **SCHEDULE I**

### **SERVICE LEVEL COMMITMENTS**

In addition to CONTRACTOR's other obligations under this SLA and otherwise in the Agreement, this Schedule I further specifies the service level commitments for the following:

**A SYSTEM SOFTWARE SUPPORT SERVICE LEVEL COMMITMENTS**

**B RESPONSE TIME AND AVAILABILITY SERVICE LEVEL COMMITMENTS**

- (1) Response Time and Availability Service Level Assumptions
- (2) Response Time Service Level Commitments
- (3) Availability Service Level Commitments

**C REMEDIES AND CREDITS**

**A. SYSTEM SOFTWARE SUPPORT SERVICE LEVEL COMMITMENTS**

A COUNTY Representative will assign one of the Severity Levels described in Table 1 immediately below to each COUNTY service request. In Table 1, "Criterion" describes the condition leading to COUNTY's service request to CONTRACTOR. "Resolution Time" shall mean the duration of the period from the time of COUNTY submittal of said service request to the implementation of a validated solution and/or acceptable work around approved by COUNTY's Project Director, less the time during resolution requiring action by the COUNTY. With respect to any service request, COUNTY shall have the right to reassign a Severity Level based upon the situation underlying such service request.

In the event that the duration of CONTRACTOR resolution time exceeds the standards set forth in Table 1 (Service Request Resolution Duration Standards) below, COUNTY will notify CONTRACTOR's Project Director of the inadequate response time and the CONTRACTOR's Project Director shall correct it. In the event that the duration of CONTRACTOR resolution time exceed the standards set forth in Table 1, CONTRACTOR shall immediately submit to COUNTY a written action plan and status report which shall i) describe the original problem encountered in the service request, ii) explain why CONTRACTOR was not able to correct the problem within the specified resolution time standard, iii) propose corrective action and a revised plan for resolution. CONTRACTOR shall be available for discussion with COUNTY regarding possible workarounds and any other issues of concern via telephone, email, chat forum, or Cerner.com.



Table 1: Service Request Resolution Duration Standards

<u>Severity Level</u>	<u>Criterion</u>	<u>Resolution Time Standard</u>
	<b>Immediate</b>	
1	All COUNTY Facilities lose System Availability or functionality, or critical data are missing or incorrect, or patient care and safety are impacted, and no workaround is known to COUNTY that both COUNTY and CONTRACTOR have agreed to implement.	Within 4 hours
	<b>High</b>	
2	One or more COUNTY Facilities experience loss of System Component Availability or System Response Time is degraded. System processing is severely impacted and no acceptable workaround is known to COUNTY. Patient care is impacted and patient safety will be impacted if the situation is permitted to continue, and no workaround is known to COUNTY that both COUNTY and CONTRACTOR have agreed to implement.	Within 12 hours
	<b>Moderate</b>	
3	Loss of some System Component functionality or procedural use with no immediate impact on patient care or safety or an acceptable workaround is known to COUNTY, and can be or has been implemented by Users. The loss of functionality may impact patient care if the situation is permitted to continue. Issues that would have been considered Severity Levels 1 or 2 that have a workaround as described in the criterion for Severity Levels 1 and 2 above will be re-assigned as a Severity Level 3.	Within 3 business days

<u>Severity Level</u>	<u>Criterion</u>	<u>Resolution Time Standard</u>
	<b>Minor</b>	
4	All questions related to implemented features, questions of a complex nature, and other service requests that do not affect patient care or safety.	Within 6 business days

**B. RESPONSE TIME AND AVAILABILITY SERVICE LEVEL COMMITMENTS**

**(1) Response Time and Availability Service Level Commitment Assumptions**

The Response Time and Availability Warranties set forth on this Schedule I are subject to the assumptions contained in this Section B(1).

CONTRACTOR asserts and COUNTY agrees that CONTRACTOR shall size the Production Domain (as defined in Exhibit A (Statement of Work)) based on the data set forth below as provided by COUNTY.

Should these specified assumptions be exceeded during any Response Time or Availability measurement period, CONTRACTOR shall notify COUNTY of the changes and COUNTY will pay additional fees as described in Schedule III of this SLA in accordance with the Agreement. Should COUNTY determine that the assumptions will be permanently exceeded, COUNTY will so notify CONTRACTOR and CONTRACTOR shall recommend remediation steps that will restore Response Time and Availability in accordance with the provisions of Paragraph 6 (Change Notices and Amendments) of the Agreement.

- (a) The Response Time and Availability Warranties are subject to Section I.A(8) of the body of this SLA.
- (b) COUNTY will maintain 350 Peak Concurrent Logons (as defined in Exhibit A) or less.
- (c) COUNTY will receive Remote Hosting Services on the Phase 1 System and any Optional Phase System as specified in Exhibit A (Statement of Work).
- (d) COUNTY will require Domains as specified in Attachment A (PEMRS Functional, Technical, and Operational Requirements) of Exhibit A (Statement of Work).
- (e) COUNTY's use of Open Engine is limited only to PEMRS.
- (f) COUNTY's use of CPDI will not exceed the following assumptions:

- (60) Gigabytes of images added per year
- CONTRACTOR's CAMM server based solution
- Batch capture (assumes all COUNTY Facilities share same set of batch services)
- (3) Database servers (located at CTC) (2 production (clustered) and 1 test )
- (2) ACIS Servers (located at CTC) (1 production and 1 test)
- (4) Ascent Capture Server (located at a COUNTY Facility) (3 production and 1 test)

(2) Response Time Warranty

- (a) During all periods within each month when the System is operating in Steady State in the Production Domain, and so long as COUNTY is paying the applicable Remote Hosting Services and Application Management Services fees in accordance with the Agreement, CONTRACTOR warrants that the Response Times for 90% of all executed transactions, which have a corresponding RTMS timer, shall not exceed two (2) seconds ("Response Time Warranty"). The Response Time Warranty shall be subject to the assumptions stated in B.(1) of this Schedule I.

If CONTRACTOR fails to meet the Response Time Warranty for a given month, then a "Performance Issue" will be deemed to exist.

With respect to any Performance Issue, COUNTY reserves the right to categorize the Severity Level of such Performance Issue as described in Section A of this Schedule I. In all such cases, CONTRACTOR shall remedy such failures within the applicable timeframe set forth in this Schedule I for such Severity Level. If CONTRACTOR does not resolve the problem within the time set forth in said approved action plan, then the period of such failure to meet the Response Time Warranty shall automatically constitute Unscheduled Downtime, measured from the time the COUNTY Project Director assigned a Severity Level to said failure and the time of resolution, and credits shall apply as provided in Section I.C(1) of this Schedule I (Service Level Commitments).

- (b) Response Time Measurement

- (i) Response Time performance shall be measured by CONTRACTOR's Response Time Management System enabled on the COUNTY's Production Domain.
- (ii) CONTRACTOR shall be responsible for the enablement and operations of the Response Time Management System.
- (iii) The Response Time Management System shall collect measurements continuously and shall write those transactions to enable continuous monitoring and reporting sufficient for COUNTY to determine compliance with the Response Time Warranty.

(c) Response Time Reporting and Analysis

- (i) Standard monthly Response Time performance reports shall be available through CONTRACTOR's self-service Lights On Network dashboard reporting system which is accessible to COUNTY via [www.cerner.com](http://www.cerner.com).
- (ii) CONTRACTOR shall provide COUNTY access to CONTRACTOR's self-service Lights On Network dashboard reporting system for COUNTY to have access to monthly response time reports
- (iii) CONTRACTOR shall train COUNTY's Project Director, or designee on how to access monthly response time reports.
- (iv) COUNTY will work with CONTRACTOR on establishing and reporting issues.

(3) Availability Service Level Commitment

(a) Formula and Monitoring

"System Availability" shall mean the percentage of time the System or any System Component is Available during a specific month and shall be calculated as follows, expressed as a percentage:

- Twenty-four (24) hours multiplied by sixty (60) minutes multiplied by the number of days in the applicable month (A) minus the total number of minutes of Unscheduled Downtime during the month (B) divided by
- Twenty-four (24) hours multiplied by sixty (60) minutes multiplied by the number of days in the applicable month.

"Available" shall mean that the System and each System Component is available and operational in accordance with the Specifications and otherwise with this Agreement.

CONTRACTOR shall monitor and report System Availability. In addition, CONTRACTOR shall monitor and evaluate CONTRACTOR's logs of COUNTY service requests that show a resolution relating to System Availability. For purposes of tracking Unscheduled Downtime duration, the Unscheduled Downtime will begin at the earlier of (a) appearance of a System Availability issue on CONTRACTOR's monitoring tools and (b) COUNTY's report of such System Availability issue to CONTRACTOR in accordance with this SLA. Unscheduled Downtime ends at the point in time when Users have the ability to access and use the System in accordance with the Specifications and otherwise with this Agreement.

(b) Availability Warranty

During all periods within each month when the System is operating in Steady State in the Production Domain, and so long as COUNTY is paying the applicable Service Level Agreement fees in accordance with the Agreement CONTRACTOR represents and warrants that the System and each System Component shall be Available 99.9% of the time, during each month ("Availability Warranty"). The Availability Warranty shall be subject to the assumptions listed above in Section B(1) of this Schedule I.

(c) Availability Corrective Action

A period of Unscheduled Downtime shall be corrected in accordance with the provisions of this SLA. For the period of Unscheduled Downtime, credits shall begin to accrue in accordance with Section C(1) of this Schedule I. Unscheduled Downtime shall commence as provided by this Schedule I (Service Level Commitments) of this SLA and shall end when the COUNTY's Project Director provides CONTRACTOR with a written determination that the Unscheduled Downtime has been corrected to COUNTY's Project Director's satisfaction.

C. CREDITS AND OTHER REMEDIES

This Section C (Credits and Other Remedies) of this Schedule I sets forth the credits and other remedies that shall apply in the event that CONTRACTOR fails meet the service level commitments of this Schedule I or otherwise in the SLA or Agreement.

(1) Credits

Credits shall accrue as specified in this Section C(1) of this Schedule I of the SLA.

Credits shall not accrue for Scheduled Downtime or for any Deficiency resulting from any of the conditions listed in Subparagraph I.A.(8) of this SLA.

COUNTY will not unreasonably delay performance of Corrective Maintenance recommended by CONTRACTOR for any System Components for which CONTRACTOR is providing Application Management Services or Remote Hosting Services as provided in this SLA.

For the Phase 1 System and for each Optional Phase System Component for which this Service Level Agreement applies, during the term of the Agreement, COUNTY shall be entitled to credits in the amounts specified in Table 2 “Downtime Credits” below. Credits shall apply i) in the event that any System Component fails to meet the Availability Warranty, measured and reported as specified in Subparagraph B.(3) of this Schedule I of this SLA above, ii) in the event that a period of Unscheduled Downtime has commenced because of failure of System to meet the Response Time Warranty as specified in Subparagraph B.(2) of this Schedule I of this SLA above, or iii) as provided in Sections I.A.(3) and/or I.A.(4) of this SLA.

Table 2: Downtime Credits

<u>Percentage of Time System Is Available</u>	<u>Credit</u>
Less than 99.9% but greater than or equal to 99.0%	7% of Monthly AMS and Remote Hosting fees
Less than 99.0% but greater than or equal to 98.0%	14% of Monthly AMS and Remote Hosting fees
Less than 98.0% but greater than or equal to 95.0%	20% of Monthly AMS and Remote Hosting fees
Less than 95.0% but greater than or equal 90.0%	50% of Monthly AMS and Remote Hosting fees
Less than 90%	100% of Monthly AMS and Remote Hosting fees

(2) Other Remedies

a. CONTRACTOR's Infrastructure Improvement

Without limiting the foregoing, CONTRACTOR, acting reasonably, shall determine (subject to Paragraph 46 (Dispute Resolution Procedures) of the Agreement), whether changes to the Production Domain, such as additional hardware, increased LAN/WAN connectivity capacity, infrastructure configuration changes and/or infrastructure tuning changes, will re-

solve the Deficiency. Consistent with such determination, CONTRACTOR shall provide such changes to the Production Domain at no additional cost to COUNTY.

b. Termination

In the event that System Availability falls below 98.0% for any three (3) consecutive months, regardless of credit accruals, then COUNTY may exercise its rights under the Agreement to terminate for CONTRACTOR's default or otherwise under the Agreement.

(3) Remedies Exclusive

UNLESS AND UNTIL COUNTY TERMINATES THIS AGREEMENT FOR DEFAULT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, COUNTY'S RIGHTS UNDER THIS SCHEDULE I, TOGETHER WITH THE OTHER RIGHTS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, SHALL CONSTITUTE COUNTY'S SOLE AND EXCLUSIVE REMEDY TO ENFORCE CONTRACTOR'S OBLIGATIONS UNDER THIS EXHIBIT D (SERVICE LEVEL AGREEMENTS).





**EXHIBIT D**

**SERVICE LEVEL AGREEMENT – SCHEDULE II**

**RESTATED UNDER AMENDMENT NO. 15**

For the period from the effective date of Amendment No. 15 through May 31, 2033. Note each of the 4th and 5th Extended Terms require the County to exercise its option for such Extended Term under Paragraph 5 of the Agreement.

Item	Phase 1 Application Software Modules	Monthly									
		Term 1					Term 2			Term 3	
		June 1 2023 – May 31 2024	June 1 2024 – May 31 2025	June 1 2025 – May 31 2026	June 1 2026 – May 31 2027	June 1 2027 – May 31 2028	June 1 2028 – May 31 2029	June 1 2029 – May 31 2030	June 1 2030 – May 31 2031	June 1 2031 – May 31 2032	June 1 2032 – May 31 2033
0	Former JHIS Application Software <sup>1</sup>	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,833	\$2,917	\$3,005	\$3,095	\$3,188
1	PowerChart (Clinical Data Repository, PowerOrders, PowerNote) – Full Access Users <sup>1</sup>	Footnote 1									
2	PowerChart (Clinical Data Repository, PowerOrders, PowerNote) – Limited Access Users <sup>2</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	CareNet (Electronic Medication Administration Record (eMAR), PowerPlan, Clinical Documentation and PowerForms), CareCom- pass <sup>1</sup>	Footnote 1									
4	Capstone (Registration Management and Scheduling Management) <sup>1</sup>	Footnote 1									

[illegible]

Los Angeles County Probation – PEMRS  
Exhibit D – Service Level Agreement –  
Schedule II

Restated Under Amendment No. 15

Item	Phase 1 Application Software Modules	Monthly									
		Term 1					Term 2			Term 3	
		June 1 2023 – May 31 2024	June 1 2024 – May 31 2025	June 1 2025 – May 31 2026	June 1 2026 – May 31 2027	June 1 2027 – May 31 2028	June 1 2028 – May 31 2029	June 1 2029 – May 31 2030	June 1 2030 – May 31 2031	June 1 2031 – May 31 2032	June 1 2032 – May 31 2033
16	ePrescribe Controlled Substances (Soft Token and Workflow Authentication) <sup>4</sup>	800.00	824.00	848.72	874.18	900.41	927.42	955.24	983.90	1,013.42	1,043.82
17	Cephid / GeneXpert <sup>5</sup>	122.50	122.50	122.50	122.50	122.50	122.50	122.50	122.50	122.50	122.50
18	CAIR2 - Cerner Hub - Immunizations <sup>6</sup>	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00
19	CAIR2 - Immunizations Registry Query <sup>6</sup>	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00
20	Cerner Interface Connection (iBUS) <sup>7</sup>	2,559.55	2,636.34	2,715.43	2,796.89	2,880.80	2,967.22	3,056.24	3,147.92	3,242.36	3,339.63
21	Multimedia Management (iBUS) <sup>7</sup>	1,725.25	1,777.01	1,830.32	1,885.23	1,941.78	2,000.04	2,060.04	2,121.84	2,185.50	2,251.06
22	CareAware iBUS for Laboratory <sup>7</sup>	1,362.69	1,403.57	1,445.68	1,489.05	1,533.72	1,579.73	1,627.12	1,675.94	1,726.21	1,778.00
23	9-5 M-F Advanced Exchange (iBUS) <sup>8</sup>	60.00	60.00	60.00	60.00	60.00	61.80	63.65	65.56	67.53	69.56
	<b>Subtotal Phase 1 System Maintenance Support Fees<sup>1</sup></b>	<b>\$14,295</b>	<b>\$14,517</b>	<b>\$14,745</b>	<b>\$14,980</b>	<b>\$15,222</b>	<b>\$15,556</b>	<b>\$15,900</b>	<b>\$16,254</b>	<b>\$16,619</b>	<b>\$16,995</b>

<sup>1</sup> Provided that the scope of use limits for JHIS Application Software as set forth in Attachment B (PEMRS Software) to Exhibit A (Statement of Work) have not been exceeded and payment of support fees is current for these items under the Agreement in accordance with the terms of the Agreement, no additional System Software Support fees will be assessed for the software identified above known as JHIS Application Software, payment of which has been fully incorporated into this Agreement as of the effective date of Amendment Number Fifteen to this Agreement. As of the effective date of Amendment Number Fifteen, the scope of use limits reflected in Attachment B (PEMRS Software) to Exhibit A (Statement of Work) have been revised to show 167 Full Access Users, and are shown in this Schedule II as \$2,750 per month effective June 1, 2023. For purposes of determining whether scope of use limits have been exceeded, the number of Full Access Users shall be measured as the number of Full Access Users concurrently using the System at the same time. If during any contract year following the effective date of Amendment Number Fifteen, the number of Full Access Users concurrently using the System at the same time exceeds 167 (or such higher number as such number may be adjusted pursuant to an Amendment as described in this footnote) at least one time in any two or more months during such contract year, then the parties shall mutually agree on a number of additional Full Access Users that are needed. The County has up to 800 Full Access Users, and additional Full Access Users beyond 167 may be added back by paying back maintenance at a rate of \$18.93 per month since June 1, 2023 or \$1,419.68, whichever is lesser. If Full Access User Licenses are needed beyond 800, such additional Full Access User licenses may be purchased at a price of \$1,419.68. Each license conveys additional maintenance costs of \$18.93/month. Once an additional number of Full Access User licenses are needed, the parties shall reflect the

Los Angeles County Probation – PEMRS  
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Schedule II

Restated Under Amendment No. 15

same in an Amendment entered into in accordance with the Agreement.

<sup>2</sup> As of June 1, 2023 solution code for limited use licenses PV-20230S-PowerChart Ambulatory will not be renewed.

<sup>3</sup> CONTRACTOR and COUNTY mutually agree that the maintenance fees for PathNet (General Laboratory, Microbiology) – Medical Device Interfaces (Siemens Diagnostics Clinitek) will be payable as indicated in Amendment No. 5 Schedule II Systems Maintenance fees and commence the first month following the Amendment No. 5 Effective Date and continue thereafter in accordance with Section 1.B.(2) of this Exhibit D.

<sup>4</sup> Cerner ePrescribe Package - PS-20080C-I, Cerner Soft Token (CTP-CERN-SOFTTOKEN), Cerner Workflow Authentication (CTP-CERN-WORKAUTHC) term and fee to begin on Acceptance estimated to be November 1, 2023

<sup>5</sup> Cepheid/GeneXpert - CareAware iBus for Laboratory Medical Device Integration (CI-400500) term and fee to begin on Acceptance estimated to be January 1, 2024

<sup>6</sup> CAIR2 - Cerner Hub Immunization (PY-27655C) & Immunization Registry Query (PY-27577C) term and fee to begin on Acceptance estimated to be February 1, 2024

<sup>7</sup> Cerner Interface Connection, Multimedia Management & CareAware iBus for Laboratory consist of solution moves to Shared Computing Services effective June 1, 2023. Impacted legacy solutions to be replaced are MD-TC04S - TelCor Quick Multi Link (QML) POC, IF-29220 ADTs Demographics Outgoing, IF-29970S - Pyxis MEDSTATION Interface, IF-29522S - Purchase Order Acknowledgement Inbound (855), MM-22260S - Enterprise CareAware Multimedia - Digital Objects.

<sup>8</sup> Advanced Exchange (iBus) is equipment maintenance associated with move to Shared Computing Services, term and fee for maintenance to begin on Shipment of Adapter Cable and 1U Fanless System with 16 ports Serial for 12 months. The fees shown for Term 2 and Term 3 are estimates. To extend beyond Term 1 as shown will require a quote to determine renewal fees not to exceed 20% per renewal period.

Fees above include a 3% annual increase. If the term of the Agreement is extended beyond Term 3 as shown above in accordance with Paragraph 5 (Term) of the body of the Agreement, the Application Software module support can be renewed at the last monthly rate charged plus a 3% annual increase.

Item	Phase 1 Third Party Software Modules	Monthly									
		Term 1					Term 2			Term 3	
		June 1 2023 – May 31 2024	June 1 2024 – May 31 2025	June 1 2025 – May 31 2026	June 1 2026 – May 31 2027	June 1 2027 – May 31 2028	June 1 2028 – May 31 2029	June 1 2029 – May 31 2030	June 1 2030 – May 31 2031	June 1 2031 – May 31 2032	June 1 2032 – May 31 2033
1	Cerner ProVision Document Imaging (CPDI) <sup>9</sup>	\$4,827.49	\$4,827.49	\$4,827.49	\$4,827.49	\$4,827.49	\$4,972.31	\$5,121.48	\$5,275.13	5,433.38	5,596.38
2	CPDI Imaging Software - ApplicationXTender for Web	-	-	-	-	-	-	-	-	-	-
3	Business Objects Runtime License for PowerInsight <sup>10</sup>	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,545.00	1,591.35	1,639.09	1,688.26	1,738.91
	<b>Subtotal Phase 1 System Third Party Maintenance Support Fees</b>	<b>6,327.49</b>	<b>6,327.49</b>	<b>6,327.49</b>	<b>6,327.49</b>	<b>6,327.49</b>	<b>6,517.31</b>	<b>6,712.83</b>	<b>6,914.22</b>	<b>7,121.64</b>	<b>7,335.29</b>

If the term of the Agreement is extended beyond Term 1 as shown above in accordance with Paragraph 5 (Term) of the Agreement, the Third Party Software module will require a quote to determine renewal fees.

<sup>9</sup> Sublicense Software Maintenance 24x7 M-Su Phone Support:MNT: AX TO CAMM 50-100 within the Cerner Pro Vision Document Imaging will continue for Term 1 as shown above. The fees shown for Term 2 and Term 3 are estimates. To extend beyond Term 1 as shown will require a quote to determine renewal fees not to exceed 20% per renewal period.

<sup>10</sup> Business Objects Runtime Sublicense Software Support term and fee to begin on Shipment of Sublicense Software to continue for Term 1 as shown above. The fees shown for Term 2 and Term 3 are estimates. To extend beyond Term 1 will require a quote to determine third party renewal fees not to exceed 20% during the renewal period.

Item	Phase 1 Subscription Based Application Software Module	Monthly									
		3rd Extended Term					4 <sup>th</sup> Extended Term		5 <sup>th</sup> Extended Term		
		June 1 2023 – May 31 2024	June 1 2024 – May 31 2025	June 1 2025 – May 31 2026	June 1 2026 – May 31 2027	June 1 2027 – May 31 2028	June 1 2028 – May 31 2029	June 1 2029 – May 31 2030	June 1 2030 – May 31 2031	June 1 2031 – May 31 2032	June 1 2032 – May 31 2033
1	Krames Patient Education Content (not to exceed 13 COUNTY Facilities)	\$8,110	\$8,354	\$8,604	\$8,862	\$9,128	\$9,402	\$9,684	\$9,975	\$10,274	\$10,582
2	Knowledge Content Solutions for Ambulatory (including Cerner Knowledge Tool (Cerner KM) and Multum/Medisource)*	\$856	\$882	\$908	\$935	\$963	\$992	\$1,022	\$1,053	\$1,084	\$1,116
5	CMT	\$1,782	\$1,835	\$1,890	\$1,947	\$2,006	\$2,066	\$2,128	\$2,192	\$2,257	\$2,325
6	CPT (Codes and Medical Terminology) (not-to-exceed 100 Users)	\$200	\$206	\$212	\$218	\$225	\$232	\$239	\$246	\$253	\$261
	<b>Subtotal Term-Based License and Support Phase 1 System</b>	<b>\$10,948</b>	<b>\$11,277</b>	<b>\$11,614</b>	<b>\$11,962</b>	<b>\$12,322</b>	<b>\$12,692</b>	<b>\$13,073</b>	<b>\$13,466</b>	<b>\$13,868</b>	<b>\$14,284</b>

If the term of the Agreement is extended beyond what is shown in the table above, the term-based License Application Software maintenance and support maybe renewed at the last monthly rate charged plus a 3% annual increase.

\* Knowledge Solutions for Ambulatory Pkg 2 (KS-26810TL) is no longer available as part of extension. Solution replacement is KS-22005 - Multum Patient Specific (Facility), KS-22091 - Cerner CMT (Enterprisewide) and KS-26960 - PowerNote Content for Ambulatory effective June 1, 2023.

Item	Optional Phase System Application Software Modules	Monthly									
		3rd Extended Term					4 <sup>th</sup> Extended Term			5 <sup>th</sup> Extended Term	
		June 1 2023 – May 31 2024	June 1 2024 – May 31 2025	June 1 2025 – May 31 2026	June 1 2026 – May 31 2027	June 1 2027 – May 31 2028	June 1 2028 – May 31 2029	June 1 2029 – May 31 2030	June 1 2030 – May 31 2031	June 1 2031 – May 31 2032	June 1 2032 – May 31 2033
1.	Telemedicine	Footnote 10									
2.	724Access Solution	Footnote 10									
3.	Enterprise Master Patient Index (EMPI)	Footnote 10									
4.	PowerInsight	Footnote 1, 10									
5.	PharmNet (Outpatient Pharmacy)	Footnote 1, 10									
6.	CareAdmin	Footnote 10									
7.	Radiology Dictation	Footnote 10									
8.	eSignature (Patient Electronic Signa- ture)s	Footnote 10									
9.	Cerner Picture Archiving and Commu- nications System (PACS)	Footnote 10									
10.	Financials	Footnote 1, 10									
11.	Millennium LDAP Authentication Pass- through	Footnote 10									
12.	Parata Medication Packaging Interface Outbound	Footnote 10									
14.	Specimen Collection Software Support <sup>12</sup>	\$217.00	\$223.51	\$230.22	\$237.12	\$244.24	\$251.56	\$259.11	\$266.88	\$274.89	\$283.14
	<b>Subtotal Optional System Maintenance and Support Fees</b>	<b>\$217.00</b>	<b>\$223.51</b>	<b>\$230.22</b>	<b>\$237.12</b>	<b>\$244.24</b>	<b>\$251.56</b>	<b>\$259.11</b>	<b>\$266.88</b>	<b>\$274.89</b>	<b>\$283.14</b>

CONTRACTOR and COUNTY mutually agree that the maintenance fees for ePrescribe, PowerInsight, Cepheid/GeneXpert, and Specimen Collection will be payable as indicated in this Schedule II Systems Maintenance fees and commence the first month following County’s acceptance of implementation, and continue thereafter in



accordance with Section 1.B.(2) of this Exhibit D. If there is any excess for maintenance fees because of the timing of the Amendment No. 14 Effective Date, those fees will be carried over into future Agreement years. If the term of the Agreement is extended beyond Term 3 as shown above in accordance with Paragraph 5 (Term) of the body of the Agreement, the Optional Phase System Application Software module support can be renewed at the last monthly rate charged plus a 3% annual increase.

<sup>10</sup> Optional Phase Systems will require mutual agreement on scope and pricing prior to Amendment execution under Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

<sup>11</sup> Specimen Collection Software Support term and fee to begin on Acceptance estimated to be April 1, 2024.

**EXHIBIT D**

**SERVICE LEVEL AGREEMENT – SCHEDULE III**

**RESTATED UNDER AMENDMENT NO. 15**

### SCHEDULE III

#### REMOTE HOSTING SERVICES AND P2SENTINEL SECURITY SERVICES FEES

**For the period from the effective date of Amendment No. 15 through May 31, 2033. Note each of the 4th and 5th Extended Terms require the County to exercise its option for such Extended Term under Paragraph 5 of the Agreement.**

Item	Phase I System	Monthly									
		Term 1					Term 2			Term 3	
		June 1 2023 – May 31 2024	June 1 2024 – May 31 2025	June 1 2025 – May 31 2026	June 1 2026 – May 31 2027	June 1 2027 – May 31 2028	June 1 2028 – May 31 2029	June 1 2029 – May 31 2030	June 1 2030 – May 31 2031	June 1 2031 – May 31 2032	June 1 2032 – May 31 2033
1	Section II.B Remote Hosting Services (Recurring Fees) <sup>1</sup>	113,134.17	116,528.20	120,024.04	123,624.76	127,333.51	131,153.51	135,088.12	139,140.76	143,314.98	147,614.43
2	P2Sentinel Security Services	4,647.36	4,786.78	4,930.38	5,078.30	5,230.64	5,387.56	5,549.19	5,715.67	5,887.14	6,063.75
3	Remote Hosting Services - Power Insight	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02	2,318.55	2,388.10	2,459.75	2,533.54	2,609.55
7	Specimen Collection Managed Services <sup>2</sup>	3,000.00	3,090.00	3,182.70	3,278.18	3,376.53	3,477.82	3,582.16	3,689.62	3,800.31	3,914.32
8	Upgrade Center Managed Services <sup>3</sup>	518.00	533.54	549.55	566.03	583.01	600.50	618.52	637.07	656.19	675.87
	<b>Total Remote Hosting Services and P2Sentinel Security Services Fees</b>	<b>123,299.53</b>	<b>126,998.52</b>	<b>130,808.47</b>	<b>134,732.73</b>	<b>138,774.71</b>	<b>142,937.94</b>	<b>147,226.09</b>	<b>151,642.87</b>	<b>156,192.16</b>	<b>160,877.92</b>

Fees above include a 3% annual increase. If the term of the Agreement is extended beyond what is shown above, the Remote Hosting Services and P2Sentinel Security Services can be renewed at the last monthly rate charged plus a 3% annual increase.

Scope of use expansion for Remote Hosting Services or P2Sentinel Security Services may be subject to additional fees. CONTRACTOR will provide quote(s) for scope of use expansion pricing when necessary and the Agreement will be updated accordingly in accordance with Paragraph 6 (Change Notices and Amendments) of the body of the Agreement.

<sup>1</sup> Reduced by \$500 per month due to CareAware Multimedia solution move to Shared Computing Services as of June 1, 2023

<sup>2</sup> Specimen Collection Manage Services term and fee to begin on June 1, 2023

<sup>3</sup> Upgrade Center Managed Services term and fee to begin on June 1, 2023

**EXHIBIT D**

**UPGRADES IMPLEMENTATION  
SERVICES FEES – SCHEDULE IV**

**Restated Under Amendment No. 15**

**SCHEDULE IV**  
**UPGRADES IMPLEMENTATION SERVICES FEES**

For the period from the effective date of Amendment No. 15 through May 31, 2033. Note each of the 4<sup>th</sup> and 5<sup>th</sup> Extended Terms require the County to exercise its option for such Extended Term under Paragraph 5 of the Agreement.

Item	Optional Phase Services	Monthly									
		3rd Extended Term					4 <sup>th</sup> Extended Term			5 <sup>th</sup> Extended Term	
		June 1 2023 – May 31 2024	June 1 2024 – May 31 2025	June 1 2025 – May 31 2026	June 1 2026 – May 31 2027	June 1 2027 – May 31 2028	June 1 2028 – May 31 2029	June 1 2029 – May 31 2030	June 1 2030 – May 31 2031	June 1 2031 – May 31 2032	June 1 2032 – May 31 2033
1	Upgrades Center Professional Services <sup>1</sup>	18,274.00	18,822.22	19,386.89	19,968.49	20,567.55	21,184.57	21,820.11	22,474.72	23,148.96	23,843.43

<sup>1</sup> Upgrade Center Professional Services term and fee to begin on June 1, 2023

**EXHIBIT D**

**SERVICE LEVEL AGREEMENT – SCHEDULE V**

**RESTATED UNDER**

**AMENDMENT NO. 15**

**SCHEDULE V**  
**APPLICATION MANAGEMENT SERVICES (AMS) FEES**

**For the period from the effective date of Amendment No. 15 through May 31, 2033. Note each of the 4<sup>th</sup> and 5<sup>th</sup> Extended Terms require the County to exercise its option for such Extended Term under Paragraph 5 of the Agreement.**

Item	Phase I System	Monthly									
		Term 1					Term 2			Term 3	
		June 1 2023 – May 31 2024	June 1 2024 – May 31 2025	June 1 2025 – May 31 2026	June 1 2026 – May 31 2027	June 1 2027 – May 31 2028	June 1 2028 – May 31 2029	June 1 2029 – May 31 2030	June 1 2030 – May 31 2031	June 1 2031 – May 31 2032	June 1 2032 – May 31 2033
1	Application Management Services	45,624.88	46,993.63	48,403.44	49,855.54	51,351.20	52,891.74	54,478.49	56,112.85	57,796.23	59,530.12
2	Application Management Services - PowerInsight <sup>1</sup>	1,250.00	1,287.50	1,326.13	1,365.91	1,406.89	1,449.09	1,492.57	1,537.34	1,583.46	1,630.97
3	Application Management Services - CCL	1,333.00	1,333.00	1,333.00	1,333.00	1,333.00	-	-	-	-	-
	<b>Total Application Management Services</b>	<b>48,207.88</b>	<b>49,614.13</b>	<b>51,062.56</b>	<b>52,554.45</b>	<b>54,091.09</b>	<b>54,340.83</b>	<b>55,971.06</b>	<b>57,650.19</b>	<b>59,379.70</b>	<b>61,161.09</b>

<sup>1</sup> Application Management Services - PowerInsight term and fee to begin on Acceptance estimated to be October 1, 2023



## System Design Report (SDR) for additional Professional Services and licenses

Cerner ID:  
OPT-0333045

December 8, 2022

Adam Schaeffer  
Los Angeles County Probation Department  
3965 S. Vermont Avenue  
Los Angeles, CA 90037

As part of the Los Angeles County Probation Department (COUNTY) PEMRS project implementation, it has been determined that Cerner (CONTRACTOR) will provide additional professional Services and licenses. This System Design Report (SDR) will reflect the modifications and additions to **PEMRS Contract # 77285**. This SDR will detail the proposed delivery of an Optional Phase:

- Definition of Project Scope and Deliverables
- Estimated Work Effort
- Completion Criteria

### DEFINITION OF PROJECT SCOPE AND DELIVERABLES

#### Objectives

COUNTY is requesting that CONTRACTOR perform the additional professional services and provide the additional deliverables necessary to modify the tasks and deliverables under the Optional Statement of Work Task 7 and 15:

#### A. Banner Bar Demographics

IMPLEMENTATION SERVICES	
Estimated Project Duration	<ul style="list-style-type: none"><li>• The overall duration of this project (from project kick-off to go live), based on the scope of services set forth in this Scope, is expected to be 20 weeks.</li></ul>
Facility Implementation Strategy	<ul style="list-style-type: none"><li>• This Scope assumes the build, and conversion of 1 facility(s) utilizing a centralized database environment and a single go-live event.</li></ul>



IMPLEMENTATION SERVICES	
BIRTH SEX PROJECT CONSULTING SERVICES	
<b>Cerner Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Cerner to provide resources for the below solutions to implement with the following scope               <ul style="list-style-type: none"> <li>Core</li> <li>Registration</li> <li>Inpatient Nursing Ancillary</li> <li>Physician Track</li> <li>Regulatory</li> </ul> </li> <li>Cerner resources to implement the following               <ul style="list-style-type: none"> <li>Update the Banner Bar Person Demographic</li> <li>Add Birth Sex field to appropriate registration conversations</li> <li>Modify the existing Sex field to display as Admin Sex field</li> <li>Update Social History control</li> </ul> </li> </ul>
<b>Client Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Client responsible for providing appropriate subject matter experts and key stakeholders</li> <li>Client responsible for testing and validation efforts</li> </ul>
<b>Prerequisites</b>	<ul style="list-style-type: none"> <li>The following pre-requisites must be met prior to project engagement:               <ul style="list-style-type: none"> <li>Recommended code level for all Enhancements is 2015.01.19 and higher</li> <li>Preferred current on all packages and dependencies for code level</li> </ul> </li> </ul>
<b>Project Overview</b>	<ul style="list-style-type: none"> <li>Configuration for the services outlined in this agreement will occur in one Non-Production and one Production domain.</li> <li>Testing and Validation will occur in one Non-Production domain and one Production domain</li> <li>All activity to occur remotely unless otherwise specified</li> </ul>
<b>Base EHR – 2015 CEHRT - SOGI</b>	<p>Configuration Sexual Orientation/ Gender Identity (SOGI) elements needed for 2015 CEHRT requirements.</p> <p>Base EHR or CCDS Data Elements</p> <ul style="list-style-type: none"> <li>Demographics - Sexual Orientation and Gender Identity (Social History)</li> <li>Cerner will assist the Client with testing and validating of the configuration(s) listed above</li> </ul>
<b>Assumption</b>	<ul style="list-style-type: none"> <li>Birth Sex will be captured as part of the clinical process for display only purpose on the Banner Bar</li> <li>An additional Cerner Sales Order will be required should scope be included or if the duration is extended</li> <li>Project assumes no training or conversion support required</li> <li>Project does not include any other ancillary or downstreams configuration (including rules, etc)</li> </ul>

## Banner Bar Demographics Optimization Fees:

- Project Duration: ~24 weeks
- One-Time Fees:
  - Professional Services: \$200,170

Oracle Cerner Proprietary Use Only



**GENERAL** CONTRACTOR will provide professional services in accordance with the COUNTY PEMRS Contract number 77285

COUNTY has declined travel and requested that CONTRACTOR provide all services remotely.

**Based on the agreed upon project scope defined in this document, the cost for this project is as follows:**

**Total Fixed Fee costs which includes all services (remote delivery, no travel included): \$200,170**

If COUNTY requests change in the project scope, CONTRACTOR will assess the hourly implications for the project and work with COUNTY to reach a solution. CONTRACTOR and COUNTY Project Managers will discuss and formalize the additional hours prior to any expansion of scope to include the additional work effort.

**COMPLETION CRITERIA**

This project will be considered complete upon COUNTY approval of the work and deliverables in accordance with the provision of the PEMRS Agreement # 77285.



## System Design Report (SDR) for additional Professional Services and licenses

Cerner ID:  
OPT-0232623

December 15, 2022

Adam Schaeffer  
Los Angeles County Probation Department  
3965 S. Vermont Avenue  
Los Angeles, CA 90037

As part of the Los Angeles County Probation Department (COUNTY) PEMRS project implementation, it has been determined that Cerner (CONTRACTOR) will provide additional professional Services and licenses. This System Design Report (SDR) will reflect the modifications and additions to **PEMRS Contract # 77285**. This SDR will detail the proposed delivery of an Optional Phase:

- Definition of Project Scope and Deliverables
- Estimated Work Effort
- Completion Criteria

### DEFINITION OF PROJECT SCOPE AND DELIVERABLES

#### Objectives

COUNTY is requesting that CONTRACTOR perform the additional professional services and provide the additional deliverables necessary to modify the tasks and deliverables under the Optional Statement of Work Task 7 and 15:

#### A. CAIR2\_IMMUNIZATIONS

CERNER HUB IMMUNIZATIONS (PY-27650C)	
Defined Terms	<ul style="list-style-type: none"><li>• <b>Inbound Connection</b> means a single Data feed from a sending system to the <i>Cerner Hub</i></li><li>• <b>Outbound Connection</b> means a single Data feed from <i>Cerner Hub</i> to a receiving system</li><li>• <b>Connection Method</b> means the method by which <i>Cerner Hub</i> communicates with a sending or receiving system</li><li>• <b>Transaction Type</b> means the type of electronic transaction <i>Cerner Hub</i> will use to communicate</li></ul>

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CERNER HUB IMMUNIZATIONS (PY-27650C)		
	with the sending or receiving system	
Technical Overview	<ul style="list-style-type: none"><li>• Connection Methods Available:<ul style="list-style-type: none"><li>○ Transmission Control Protocol/Internet Protocol (TCP/IP)</li><li>○ File Transfer Protocol/Secure File Transfer Protocol (FTP/SFTP)</li><li>○ Web services</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Transaction Types Available:<ul style="list-style-type: none"><li>○ Health Level Seven International (HL7) 2.3.1</li></ul></li></ul>
Initial Setup	<ul style="list-style-type: none"><li>• 1 inbound connection to <i>Cerner Hub</i> from sending system</li><li>• 1 or more outbound connections to a receiving system from <i>Cerner Hub</i></li></ul>	
Connectivity	<ul style="list-style-type: none"><li>• <i>Cerner Hub</i> connections to or from an external network pass through the CTC</li><li>• Any virtual private network (VPN) connections between external networks to or from the CTC must be set up utilizing the ANX-managed VPN solution</li><li>• Other VPN solutions or network connections to the CTC will be evaluated on a case-by-case basis</li><li>• Client to provide technical resources to assist with the establishment of the VPN</li></ul>	
Project Assumptions	<ul style="list-style-type: none"><li>• Data Governance. Client understands and agrees that it is solely their responsibility to ensure data governance of the data sent to and from Client by the external entities Cerner is connecting to. Client is responsible for establishing appropriate policies, procedures, and training within their organization to maintain and support the quality, availability, usability, consistency, integrity, and security of the data the external entities are sending to Client, and to communicate and enforce such policies and procedures as they relate to both Client and the external entities.</li></ul>	
Trademarks	<ul style="list-style-type: none"><li>• <i>HL7</i> is the registered trademark of <i>Health Level Seven International</i>.</li></ul>	
Cerner Hub Service		
Immunization Distribution	<ul style="list-style-type: none"><li>• <i>Cerner Hub</i>'s immunization service will distribute <i>HL7</i> standards-based immunization messages (VXU) from acute care domains to immunization registries and immunization information systems</li><li>• Immunization distribution details:<ul style="list-style-type: none"><li>○ Application Services fees cover a single connection between the acute care domain, Cerner Hub, and the immunization registry, as well as the outbound VXU interface license</li><li>○ Support is included with the primary license based on the number of immunization registries connected</li><li>○ Additional connections will require additional fees</li><li>○ In the event Client utilizes Cerner Open Engine, Client may choose to build the outbound VXU interface</li></ul></li></ul>	
Assumptions for Acute Care Organizations	<ul style="list-style-type: none"><li>• <b><i>If Client cannot complete any of the assumptions set forth below, Client may purchase additional professional services hours for a Cerner resource to complete the work</i></b></li><li>• Systems sending data to the <i>Cerner Hub</i> will be responsible for aliasing per the Immunization Registry's requirements</li><li>• If Client's system receives Data from the <i>Cerner Hub</i>, Client is responsible for installing and configuring the inbound interface</li><li>• Sending and receiving systems must coordinate specific values for person, encounter, order, and result level data and identifiers</li><li>• Sending or receiving systems must have the ability to execute a person match using a person level identifier or a combination of demographic and order details</li></ul>	

CERNER HUB IMMUNIZATIONS (PY-27650C)		
	<ul style="list-style-type: none"><li>Client is responsible for patient match, workflow design, and billing integration in the acute care domain</li><li>Physician EMR systems will be responsible for building the result, order, and other clinical codes</li><li>Client will be responsible for testing and sign-off before moving to production</li><li>Any additional services beyond the scope of work set forth herein will require additional fees</li></ul>	
IMMUNIZATION REGISTRY QUERY IMPLEMENTATION (PY-27578C, PY-27578-CW-C)		
Defined Terms	<ul style="list-style-type: none"><li><b>Inbound Connection</b> means a single Data feed from a sending system to the Cerner Hub</li><li><b>Outbound Connection</b> means a single Data feed from Cerner Hub to a receiving system</li><li><b>Connection Method</b> means the method by which Cerner Hub communicates with a sending or receiving system</li><li><b>Transaction Type</b> means the type of electronic transaction Cerner Hub will use to communicate with the sending or receiving system</li></ul>	
Technical Overview	<ul style="list-style-type: none"><li>Connection Methods Available:<ul style="list-style-type: none"><li>Web services</li></ul></li></ul>	<ul style="list-style-type: none"><li>Transaction Types Available:<ul style="list-style-type: none"><li>HL7 2.5.1 Query and Response Profile (QBP / RSP)</li></ul></li></ul>
Initial Setup Fee	<ul style="list-style-type: none"><li>Includes:<ul style="list-style-type: none"><li>1 outbound HL7 QBP connection to a receiving IIS system from Cerner Hub</li><li>1 inbound HL7 RSP connection to Cerner Hub from sending system</li></ul></li></ul>	
Connectivity	<ul style="list-style-type: none"><li>Cerner Hub connections to or from an external network pass through the CTC</li><li>Any virtual private network (VPN) connections between external networks to or from the CTC must be set up utilizing the ANX-managed VPN solution</li><li>Other VPN solutions or network connections to the CTC will be evaluated on a case-by-case basis</li><li>Client will need to provide technical resources whenever possible to assist with the establishment of the VPN</li></ul>	
Project Assumptions	<ul style="list-style-type: none"><li>Data Governance. Client understands and agrees that it is solely their responsibility to ensure data governance of the data sent to and from Client by the external entities Cerner is connecting to. Client is responsible for establishing appropriate policies, procedures, and training within their organization to maintain and support the quality, availability, usability, consistency, integrity, and security of the data the external entities are sending to Client, and to communicate and enforce such policies and procedures as they relate to both Client and the external entities.</li></ul>	
Trademarks	<ul style="list-style-type: none"><li>HL7 is the registered trademark of <i>Health Level Seven International</i>.</li></ul>	
Cerner Hub Service		
Immunization Registry Query	<ul style="list-style-type: none"><li>Cerner Hub's immunization query service facilitates the query of an immunization registry for a person's vaccine history by an EMR, as well as the registry's response</li><li>Immunization registry query details:<ul style="list-style-type: none"><li>Application Services fees cover a single connection between the acute care domain and an immunization registry via the Cerner Hub, as well as the HL7 QBP and RSP interface licenses</li><li>Support is included with the primary license based on the number of immunization registries connected</li></ul></li></ul>	

CERNER HUB IMMUNIZATIONS (PY-27650C)	
	<ul style="list-style-type: none"> <li>o Additional connections will require additional fees</li> </ul>
<b>Assumptions for Acute Care Organizations</b>	<ul style="list-style-type: none"> <li>• <b><i>If Client cannot complete any of the assumptions set forth below, Client may purchase additional professional services hours for a Cerner resource to complete the work</i></b></li> <li>• Systems sending and receiving data via the <i>Cerner Hub</i> will be responsible for aliasing per the immunization registry's requirements</li> <li>• Sending and receiving systems must coordinate specific values for person, encounter, order, and result level data and identifiers</li> <li>• Sending or receiving systems must have the ability to execute a person match using a person level identifier or a combination of demographic and order details</li> <li>• Client is responsible for the patient match and workflow design</li> <li>• Client is responsible for any <i>PowerChart</i> modifications, and for granting Users access to new functionality (preferences and privileges)</li> <li>• Physician EMR systems will be responsible for building any result, order, and other clinical codes</li> <li>• Client is responsible for testing and signing-off before moving to production</li> <li>• Any additional services beyond the scope of work set forth in this Scope requires additional fees</li> </ul>

## CAIR2\_Immunization Fees:

- Project Duration: ~16 weeks
- One-Time Fees:
  - o Shared Computing Services: \$38,500
  - o Professional Services: \$35,670
- Recurring Fees:
  - o Shared Computing Services: \$3,150/mo

**GENERAL** CONTRACTOR will provide professional services in accordance with the COUNTY PEMRS Contract number 77285

COUNTY has declined travel and requested that CONTRACTOR provide all services remotely.

**Based on the agreed upon project scope defined in this document, the cost for this project is as follows:**

**Total Licensed Software costs: Annual: \$3,150/mo**

Licensed Software:

- Cerner Hub – Immunizations (Part #: PY-27655C): \$1,050/mo.
- Immunizations Registry Query (Part #: PY-27577C): \$2,100/mo.



**Total Fixed Fee costs which includes all services (remote delivery, no travel included): \$74,170**

Professional Services/Setup or Implementation Fees:

- Cerner Hub Setup – Immunizations: \$14,000
- Immunization Registry Query Implementation: \$24,500
- Professional Services: \$35,670

If COUNTY requests change in the project scope, CONTRACTOR will assess the hourly implications for the project and work with COUNTY to reach a solution. CONTRACTOR and COUNTY Project Managers will discuss and formalize the additional hours prior to any expansion of scope to include the additional work effort.

#### **COMPLETION CRITERIA**

This project will be considered complete upon COUNTY approval of the work and deliverables in accordance with the provision of the PEMRS Agreement # 77285.

## System Design Report (SDR) for additional Professional Services and licenses

Cerner ID:  
OPT-0289729

November 18, 2022

Adam Schaeffer  
Los Angeles County Probation Department  
3965 S. Vermont Avenue  
Los Angeles, CA 90037

As part of the Los Angeles County Probation Department (COUNTY) PEMRS project implementation, it has been determined that Cerner (CONTRACTOR) will provide additional professional Services and licenses. This System Design Report (SDR) will reflect the modifications and additions to **PEMRS Contract # 77285**. This SDR will detail the proposed delivery of an Optional Phase:

- Definition of Project Scope and Deliverables
- Estimated Work Effort
- Completion Criteria

### **DEFINITION OF PROJECT SCOPE AND DELIVERABLES**

#### **Objectives**

COUNTY is requesting that CONTRACTOR perform the additional professional services and provide the additional deliverables necessary to modify the tasks and deliverables under the Optional Statement of Work Task 7 and 15:

#### **A. Chart Search**



**CHART SEARCH TECHNICAL SUPPORT SERVICES**

(CE-10200C, CE-10210C)

<b>Self Help</b>	<ul style="list-style-type: none"><li>• <i>Chart Search</i> Services provides self-directed help embedded within Client's workflow to the extent feasible. The embedded help feature includes functional descriptions, explanations of improvements by version, frequently asked questions (FAQs), and instructional videos. Embedded help also provides details on the nature of cached data, such as descriptions of the types of searchable data and their most recent retrieval times. A "Provide Feedback" link is available for end users to suggest improvements or submit comments.</li></ul>
<b>Help Desk</b>	<ul style="list-style-type: none"><li>• Client is responsible for staffing a help desk that will provide the first line of support for its end users and data coordination calls. This line of support must be able to distinguish between application issues and connectivity or infrastructure problems. End users may also log any issue or question using Cerner's eService. Instructions and account information will be provided on Cerner's website (<a href="http://www.cerner.com/support/">www.cerner.com/support/</a>). Issues will be worked during regular business hours, M-F 9 AM-5 PM CST; (excluding US holidays).</li></ul>
<b>Improvements</b>	<ul style="list-style-type: none"><li>• As necessary, Service improvements will deliver new or revised functionality and allow the crawler utility, other technology, and content to remain current. Some improvements may require integration activities in Client domains connected to the <i>Chart Search</i> Service. Reasonable instruction will be provided so Client may perform these activities independently. Client may engage Cerner for professional services on a time and material basis. Details of the improvements will be made available through Self Help.</li></ul>
<b>Service Level Expectations</b>	<ul style="list-style-type: none"><li>• <i>Chart Search</i> does not offer any guaranteed service level. Cerner will provide notification to Client for any planned downtime. If Client experiences unexpected downtime, please contact the Help Desk. Service level commitments relating to other Cerner services and solutions are not applicable to the Services set forth in this Scope.</li></ul>
<b>Client Obligations</b>	<ul style="list-style-type: none"><li>• Client is required to remain actively engaged in this project weekly until completion. If project is inactive beyond a two-week period, the Cerner resource may be subject to reassignment to other projects thereby delaying Client's project until a future Cerner resource can be re-engaged. Client is responsible for all aspects of testing related to the service including, but not limited to, developing test plans, executing tests, and approving test results.</li><li>• Additional Client obligations:<ul style="list-style-type: none"><li>◦ Ensure hardware, software, and network components required for the services detailed by Cerner in a pre-service checklist are available and operational.</li><li>◦ Ensure the domain is at the required cumulative production package (CPP) and/or cumulative service package (CSP) level and any additional service packages are installed.</li><li>◦ Designate a representative to be the project manager for the applicable service. Project manager will be the focal point for the Cerner associate performing or managing the delivery of the service and will have the authority to act in matters regarding a project.</li><li>◦ Provide documentation of requested configurations on an as needed basis.</li><li>◦ Provide the performing Cerner associate appropriate access to applicable systems. Including physical access to spaces (typically during standard business hours), user IDs, passwords, phone access, and privileged access such as "root" as required to deliver the Service.</li><li>◦ Provide access to the system during standard business hours.</li></ul></li></ul>
<b>Assumptions</b>	<ul style="list-style-type: none"><li>• This project includes only the items set forth in this Scope. Client must execute a separate Ordering Document if Client requests additional tasks beyond those set forth herein.</li></ul>

**CHART SEARCH TECHNICAL INTEGRATION SERVICE**

(00131269-C, CTS-CHRTSRCH-LTC)

<b>Cerner Tasks/Activities</b>	<ul style="list-style-type: none"><li>• Provide technical services to integrate Client's <i>Cerner Millennium</i> domain with the Chart Search cloud-based service<ul style="list-style-type: none"><li>◦ This requires unique system integration knowledge of how the <i>Cerner Millennium</i> application and database interact with the <i>Chart Search</i> architecture.</li></ul></li><li>• Identify, at the beginning of the engagement to facilitate scheduling and coordination, the Client tasks that are dependent on availability of Client personnel for verification, testing, and knowledge transfer</li><li>• Perform the following work activities:<ul style="list-style-type: none"><li>◦ <u>Crawler Installation and Configuration</u></li></ul></li></ul>
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	<ul style="list-style-type: none"> <li>▪ The Crawler collects data from Client database and interfaces with the indexing service in the cloud to establish semantic context for the data in the cloud. The Crawler runs on a server in the Client environment. <ul style="list-style-type: none"> <li>▫ Identify a server on which to install the Crawler (if the System is Cerner-hosted)</li> <li>▫ Install the Crawler</li> <li>▫ Configure the Crawler</li> <li>▫ Run and monitor progress of the Crawler until the initial indexing is complete</li> <li>▫ Provide ongoing monitoring and maintenance for the Crawler in change detection mode (if the System is Cerner-hosted)</li> </ul> </li> <li>o Network Connectivity <ul style="list-style-type: none"> <li>▪ Network connectivity will be required between the Client environment and the cloud. Cerner will provide Client with communication requirements including any domain name servers (DNS), access control lists (ACL), or security certificate requirements (if the System is Cerner-hosted).</li> </ul> </li> <li>o <i>Cerner Millennium</i> Application Server Configuration <ul style="list-style-type: none"> <li>▪ Cerner will identify and work with Client to configure <i>Cerner Millennium</i> Enterprise Java Servers required for <i>Chart Search</i>.</li> </ul> </li> <li>o <i>Cerner Millennium</i> Application Package Requirements <ul style="list-style-type: none"> <li>▪ Cerner will identify and work with Client to install and configure the <i>Cerner Millennium</i> package required necessary to leverage <i>Chart Search</i>.</li> </ul> </li> <li>o Knowledge Transfer <ul style="list-style-type: none"> <li>▪ Cerner will provide information about support channels and reference material related to <i>Chart Search</i> to transfer knowledge to Client about system management. This will include topics such as understanding the general technical integration and managing the Crawler.</li> </ul> </li> </ul>
<b>Client Tasks/Activities</b>	<ul style="list-style-type: none"> <li>• Identify a server on which to install the Crawler (if the System is Client-hosted)</li> <li>• Provide ongoing monitoring and maintenance for the Crawler in change detection mode (if the System is Client-hosted)</li> <li>• Provide Cerner with communication requirements including any domain name servers (DNS), access control lists (ACL), or security certificate requirements (if the System is Client-hosted)</li> <li>• Ensure hardware, software, and network components required for the services detailed by Cerner in a pre-service checklist are available and operational</li> <li>• Ensure the domain is at the required cumulative production package (CPP) and cumulative service package (CSP) level and any additional service packages are installed</li> </ul> <p><b>Designate a representative to be the project manager for the applicable service. Project manager will be the focal point for the Cerner associate performing or managing the delivery of the service and will have the authority to act in matters regarding a project.</b></p> <ul style="list-style-type: none"> <li>• Provide documentation of requested configurations on an as needed basis</li> <li>• Provide the performing Cerner associate appropriate access to applicable systems. Including physical access to spaces (typically during standard business hours), user IDs, passwords, phone access, and privileged access such as “root” as required to deliver the Service</li> <li>• Provide access to the system during standard business hours</li> <li>• Ensure Client skill and participation level requirements are met: <ul style="list-style-type: none"> <li>o End User Application Trainer/Super User <ul style="list-style-type: none"> <li>▪ Skill Level: Basic</li> <li>▪ Level of Participation: Review</li> </ul> </li> <li>o Project Manager <ul style="list-style-type: none"> <li>▪ Skill Level: Analyst</li> <li>▪ Level of Participation: Review/Approve</li> </ul> </li> <li>o System Engineers <ul style="list-style-type: none"> <li>▪ Skill Level: Expert</li> <li>▪ Level of Participation: Perform work</li> </ul> </li> <li>o Network Engineer <ul style="list-style-type: none"> <li>▪ Skill Level: Expert</li> <li>▪ Level of Participation: Contributor, Perform Work</li> </ul> </li> </ul> </li> </ul>
<b>Project Assumptions</b>	<ul style="list-style-type: none"> <li>• <i>Chart Search</i> leverages <i>Cerner Millennium Discern MPages</i> architecture. Specific base requirements will be documented at project initiation and are assumed to be in place or will be managed by Client.</li> <li>• The Services will be delivered remotely and the estimated project duration is 4 weeks depending on Client availability and prerequisites.</li> </ul>

**Chart Search Fees:**

- Project Duration: ~4 weeks
- One-Time Fee
  - Professional Services: \$10,000

**GENERAL** CONTRACTOR will provide professional services in accordance with the COUNTY PEMRS Contract number 77285

COUNTY has declined travel and requested that CONTRACTOR provide all services remotely.

**Based on the agreed upon project scope defined in this document, the cost for this project is as follows:**

**Total Fixed Fee costs which includes all services (remote delivery, no travel included): \$10,000**

Professional Services:

- Chart Search Professional Services: \$10,000

If COUNTY requests change in the project scope, CONTRACTOR will assess the hourly implications for the project and work with COUNTY to reach a solution. CONTRACTOR and COUNTY Project Managers will discuss and formalize the additional hours prior to any expansion of scope to include the additional work effort.

**COMPLETION CRITERIA**

This project will be considered complete upon COUNTY approval of the work and deliverables in accordance with the provision of the PEMRS Agreement # 77285.



## System Design Report (SDR) for additional Professional Services and licenses

Cerner ID:  
OPT-0454629

March 20, 2023

Adam Schaeffer  
Los Angeles County Probation Department  
3965 S. Vermont Avenue  
Los Angeles, CA 90037

As part of the Los Angeles County Probation Department (COUNTY) PEMRS project implementation, it has been determined that Cerner (CONTRACTOR) will provide additional professional Services and licenses. This System Design Report (SDR) will reflect the modifications and additions to **PEMRS Contract # 77285**. This SDR will detail the proposed delivery of an Optional Phase:

- Definition of Project Scope and Deliverables
- Estimated Work Effort
- Completion Criteria

### DEFINITION OF PROJECT SCOPE AND DELIVERABLES

#### Objectives

COUNTY is requesting that CONTRACTOR perform the additional professional services and provide the additional deliverables necessary to modify the tasks and deliverables under the Optional Statement of Work Task 7 and 15:

#### A. Upgrade Center Managed Services (UCMS)

UPGRADE CENTER MANAGED SERVICES - RHO (UCMS-20001)	
Upgrade Projects	
Services Overview	<ul style="list-style-type: none"><li>• Upgrade projects are intended to update Client's current production code level(s) to Cerner's latest generally available code level(s) at the time of each project. It is not within this Scope to modify or build new application functionality, with the exception of selected Quick Wins.</li><li>• Upgrade project scope for this Cerner Sales Order includes:<ul style="list-style-type: none"><li>○ Cerner Millennium – Unlimited</li></ul></li></ul>

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UPGRADE CENTER MANAGED SERVICES - RHO (UCMS-20001)			
	<ul style="list-style-type: none"> <li>○ <i>MPages</i> – Unlimited</li> <li>• Each upgrade project will focus on testing the majority of functionality; but it will not test every user and every build tool. Testing will consist of 2 major end-user positions identified by Client for each solution. Testing will be based on a detailed test script developed by Cerner based upon recommended approach and Client input gathered from solution assessments and Client-provided test scripts.</li> <li>• For an upgrade project to be considered in scope, the project kickoff must be completed at minimum 90 days prior to the end of the contracted Upgrade Center Managed Services term. <ul style="list-style-type: none"> <li>○ The project kickoff will be based on the Upgrade Project Kickoff Meeting scheduled by the Upgrade Center project manager in the first 2 weeks of a new upgrade project. This meeting marks the beginning of an upgrade project and requires Cerner and Client resources to be identified and in full attendance.</li> </ul> </li> <li>• This Scope covers only the items set forth herein and does not include product or solution upgrades not explicitly documented within the scope. For example, <i>Cerner SkyVue</i> Imaging upgrades require a new Ordering Document if Client requests additional tasks beyond those set forth in this Scope.</li> <li>• Upgrade Center will only assist in testing in the upgrade domain; testing in additional domains will be Client responsibility.</li> </ul>		
Scope of Use Expansion	<ul style="list-style-type: none"> <li>• If Client elects to implement additional solutions not covered under this Scope, Cerner and Client agree to negotiate fees for any upgrade services related to such additional solutions. The additional upgrade services fees will be set forth in a new Ordering Document.</li> <li>• Exclusions include: <ul style="list-style-type: none"> <li>○ CareAware, FetaLink, Cerner Retail Pharmacy, Clairvia, or Bridge Medical upgrades</li> </ul> </li> </ul>		
	Scope of Use Metric		Additional Monthly Fees
	Each additional <i>Cerner Millennium</i> solution <ul style="list-style-type: none"> <li>• Exclusions include: <ul style="list-style-type: none"> <li>○ CareAware, FetaLink, Cerner Retail Pharmacy, Clairvia, or Bridge Medical Platform upgrades</li> </ul> </li> </ul>		\$2,000 per solution
Work Effort	<ul style="list-style-type: none"> <li>• Each upgrade project is primarily composed of technical and testing events. Cerner will complete the majority of the activities as defined in the detailed work effort below and the detailed project plan that will be defined during project planning. However, Client will be required to engage in certain events or tasks that are specific to Client's domain or environment. The grids below reflect tasks that will be included in the Release Upgrade and the responsible party for each. The estimated duration of this Scope is based on 90 days which begins with code installation in the first domain and ends with the upgrade of Client's production domain.</li> </ul>		
Project Management Work Effort	(P = Primary, R = Review, A = Assist)		Cerner Resource
	Roadmap and slot all upgrade projects.		P
	Manage the upgrade project.		P
	Create and maintain the application and technical assessments.		P
	Review and update communications plan. Coordinate upgrade calls with Client and Cerner teams. Produce weekly project status reports.		P
	Create and maintain upgrade project plan.		P
	Work with Client to ensure that Cerner written custom Cerner command language (CCL) scripts are identified, modified, and repackaged as		P
			Client Resource
			A

UPGRADE CENTER MANAGED SERVICES - RHO (UCMS-20001)			
	necessary. Modifications are limited to 100 hours. If additional hours are required, Client must execute a new Ordering Document.		
	Establish scope and domain strategy based on current recommended practice.	P	R
	Identify and secure resources.	P	A
	Determine and document initial package requirements. Identify and resolve potential stray code that Client has currently installed.	P	
	Collaboratively work with Client to define database build and testing requirements.	P	R
	Engage appropriate resources to complete the build and testing. Establish the testing strategy. Ensure appropriate testers are identified.	P	A
	Review training resources and strategies. Communicate strategy for relaying continuing education information to the appropriate education liaisons. Verify Client has standard operating procedures (SOPs) and supplies.		P
	Identify and mitigate risks.	P	
	Coordinate testing per project plan and domain strategy. Gain appropriate sign offs.	P	
	Ensure end-user training has been communicated or conducted prior to cut over to new release.		P
	Prepare cut-over plan. Ensure appropriate Client and Cerner resources are scheduled for upgrade and post upgrade support.	P	A
	Upgrade to new release and manage post upgrade issues.	P	A
Application Work Effort	<b>Module Name</b>	<b>Test and Upgrade</b>	<b>Testing Only</b>
	Cerner Direct	X	
	Cerner HIM (ProFile)	X	
	Non-Cerner PACS		X
	Clinical Reporting/RRD	X	
	Clinical Supply Chain (ProCure)	X	
	Digital Objects	X	
	Enterprise Master Person Index	X	
	FirstNet	X	
	MPages	X	
	Nursing Documentation	X	
	PathNet General Laboratory	X	
	PharmNet Inpatient	X	
	Physician Documentation	X	
	PowerChart Ambulatory	X	
	PowerOrders (Order Management)	X	
	RadNet	X	
	Registration Management	X	
	Scheduling Management	X	
	(P = Primary, R = Review, A = Assist)		
		<b>Cerner Resource</b>	<b>Client Resource</b>
	Evaluate solution changes and impact to production environment.	P	

UPGRADE CENTER MANAGED SERVICES - RHO (UCMS-20001)			
	Identify and execute database changes that are required to maintain current solution functionality.	P	R
	Complete non-production domain configuration(s) – to ensure printing occurs on non-production printer(s), such as charts, requisitions, labels, reports, and operations jobs.		P
	Incorporate Client specific testing requirements from Client test scripts into baseline recommended test scripts.	P	R
	Validate non-production upgrade domain. This will ensure that the domain is a true copy of the production domain prior to performing upgrade activities. The majority of this activity will belong to Cerner. Client resources will be needed to configure and test interfaces, medical devices, picture archiving and communications (PACS), document imaging, and local devices.	P	A
	Perform regression testing per project plan and domain strategy. Testing may consist of manual and automated testing. Client resources will be needed to test Client managed devices.	P	A
	Perform integration testing per project plan and domain strategy.		P
	Perform testing on systems interfaced to Cerner.		P
	Provide education updates to Client trainers.		P
	Manage solutions issue list. Work with Client and Cerner to achieve issue resolution until code moved to production.	P	
	Support production upgrade to new release.	P	A
	Cerner's testing of non-Cerner PACS (integrated with <i>Cerner SkyVue</i> or Cerner Modality Worklist) includes testing of the integration of a non-Cerner PACS (if configured by Client) with <i>Cerner SkyVue</i> and/or Modality Worklist but does not include testing of the foreign PACS itself.	P	A
	Identify all applicable Quick Wins. Quick Wins include performance improvements, physician experience standard database changes, as well as Upgrade Innovations. Clients may pick up to 10 Upgrade Innovations for each solution from a customized list of available enhancements provided by Cerner. Cerner will identify the appropriate build steps needed to implement each Quick Win, will create, and execute appropriate test scripts for each Quick Win, and will resolve issues identified with the functionality.	P	R
Technical Work Effort	<ul style="list-style-type: none"> <li>Assumptions <ul style="list-style-type: none"> <li>All facilities are trained and go live at the same time</li> </ul> </li> </ul>		
	<b>Cerner Technical Services (P = Primary, R = Review, A = Assist)</b>	<b>Cerner Resource</b>	<b>Client Resource</b>
	Review technical readiness assessment with Client and discuss hardware and software requirements. This includes all of the technical minimums and requirements for all third-party software and hardware. Review system capacity for both production and non-production environments.	P	R
	Create the technical project plan and determine domain strategy in conjunction with Cerner and Client project manager and architect.	P	
	Manage all other necessary technical activities and escalation activities.	P	
	Prepare environment for release (for example, ensure <i>Lights On</i>	P	

UPGRADE CENTER MANAGED SERVICES - RHO (UCMS-20001)			
	<p><i>Network</i> has the latest package installation history information, identify if custom scripts/custom indexes exist that may be disrupted with the <i>Cerner Millennium Upgrade</i>).</p> <p>Create non-production domain per the domain strategy and project plan. Cerner will be responsible for all back-end steps. Client will need to assist with database steps as well as setting up interfaces and Client managed devices. This would include any other ancillary device that is in the production domain that will need to be tested in the non-production domain.</p> <p>Install and configure <i>Lights On</i> in production and non-production domains per domain strategy and project plan (if applicable).</p> <p>Upgrade non-production domains per domain strategy and project plan. This includes loading front-end code warehouse and configuring Client servers (<i>Multum</i>, RRD, charting as per the domain strategy).</p> <p>Client is responsible for all Client managed devices with respect to code dissemination in the non-production domain. This includes the setup of any Client managed devices, including, but is not limited to Cerner Connectivity Engines, Room Link devices, <i>myStation</i> devices, software programmable D/As, capacity management tracking tags, handheld devices, Vital Sign Monitors and any other fat client or network installed device that needs to be tested.</p> <p>Assist with all necessary technical issue troubleshooting and issue resolution.</p> <p>Configure all interfaces for non-production domains per domain strategy and project plan.</p> <p>Upgrade the training domain, or any other non-production domain.</p> <p>Upgrade the production domain. Cerner will be responsible for installing the <i>CareAware</i> updates in the production domain. This includes the back-end steps as well as loading front-end code warehouse. Cerner will run the uptime steps and downtime steps and capturing the timings for each of these processes.</p> <p>Upgrade front-end devices in the production domain (<i>Citrix</i>, <i>Multum</i>, charting, and RRD and any other additional servers).</p> <p>Support production upgrade to new release.</p> <p>Refresh Client certification domain. Cerner will be responsible for refreshing the certification domain from the production domain within 2 weeks after the upgrade has been finalized. This needs to be completed within 4 weeks of the upgrade and should not extend beyond 6 weeks post upgrade go-live.</p>		
		P	A
		P	
		P	A
		A	P
			P
			P
			P
		P	A
		P	
		P	
		P	A
<b>Project Completion</b>	<ul style="list-style-type: none"> <li>This project will be considered complete on the date the upgrade project is moved into the production domain.</li> </ul>		
Ongoing Certification Package Testing			
<b>Services Overview</b>	<ul style="list-style-type: none"> <li>Ongoing certification package testing services is intended to test any new service package (SP) Client deems necessary to move to production. Cerner will test in one certification domain, called CERT for the remainder of this scope document. It is not within the Scope of this ongoing testing to modify or build application functionality. This testing is not intended to be related to new solution or workflow implementation. Testing will be initiated when Client logs a service request</li> </ul>		



UPGRADE CENTER MANAGED SERVICES - RHO (UCMS-20001)			
	<p>(SR) initializing a CERT SP install.</p> <ul style="list-style-type: none"> <li>Testing will be based on the most recent Service Package Re-baseline or Release Upgrade project test scripts and can only be initiated after such a project has been completed by Cerner.</li> <li>SPs include services packages, exception packages and diagnostic packages.</li> <li>All other package types will not be tested by Cerner.</li> <li>Cerner will perform up to 2 non-production iBus refreshes per year. An iBus domain can be reappointed from 1 non-production Cerner Millennium domain to another at the time of refresh. This does not include CareAware Could environments or iBus domains with CareAware Connect.</li> <li>Agreed-upon number of non-production iBus domains: 1</li> <li>The ongoing non-production iBus Maintenance is not intended to be utilized to build net new solutions for implementation projects.</li> </ul>		
Project Management Work Effort	(P = Primary, R = Review, A = Assist)	Cerner Resource	Client Resource
	Manage ongoing CERT SP domain testing.	P	
	Engage appropriate resources to complete the testing. Establish the testing strategy.	P	
	Attend weekly meetings to review any ongoing CERT SP testing.	P	
	Provide education updates to Client trainers as needed. Ensure end-user training has been communicated or conducted as needed prior to production SP install.		P
	Ensure new SP is installed and manage post upgrade issues in production.		P
Application Work Effort	Module Name		
	Cerner Direct		
	Cerner HIM (ProFile)		
	Non-Cerner PACS		
	Clinical Reporting/RRD		
	Clinical Supply Chain (ProCure)		
	Digital Objects		
	Enterprise Master Person Index		
	FirstNet		
	MPages		
	Nursing Documentation		
	PathNet General Laboratory		
	PharmNet Inpatient		
	Physician Documentation		
	PowerChart Ambulatory		
	PowerOrders (Order Management)		
	RadNet		
	Registration Management		
	Scheduling Management		
	(P = Primary, R = Review, A = Assist)	Cerner Resource	Client Resource
	Perform CERT Domain Validation testing. Testing may consist of manual and automated testing.	P	

UPGRADE CENTER MANAGED SERVICES - RHO (UCMS-20001)			
	Perform SP regression testing. Testing may consist of manual and automated testing.	P	
	Perform testing related to content or custom packages and any additional testing related to systems interfaced to Cerner as needed (including interfaces, medical devices, PACS, document imaging, and local devices).		P
	Perform build related to package install (such as, special instructions, build projects, or required build steps).		P
	Install <i>FetaLink</i> software locally (at each central station and in any room that has a workstation).	A	P
	Manage solutions issue list related to CERT SP testing. Work with Client and Cerner to achieve issue resolution for critical issues until code is moved to production.	P	
	Keep Cerner up to date on major workflow changes that need to be incorporated into Cerner test scripts.		P
Technical Work Effort	Cerner Remote Hosted		Per Remote Hosting Agreement
	Install and maintain software and <i>Citrix</i> servers to support the ongoing use of automated testing.		X
	Install SP(s) into CERT domain. This includes loading front-end code warehouse and configuring Client servers ( <i>Multum</i> , RRD, charting as per the domain strategy).		X
	Assist with all necessary technical issue troubleshooting and issue resolution.		X
	Configure interfaces for non-production domain (CERT) per domain strategy and project plan		X
	Support production upgrade to new release.		X
Knowledge Transfer	<ul style="list-style-type: none"> <li>Cerner will provide knowledge transfer throughout this project. This knowledge is supplemented by documentation found at <a href="http://cerner.com">cerner.com</a> or <i>uCern</i> Wiki: <ul style="list-style-type: none"> <li>Reference Pages</li> <li>Upgrade Guides</li> <li>Package Reports</li> <li>Release Details</li> <li>Illuminations sessions</li> </ul> </li> <li>Additional education and training information is available at <a href="http://cerner.com">cerner.com</a> and may have additional cost.</li> </ul>		
Client Obligation	<ul style="list-style-type: none"> <li>Cerner shall perform the services provided hereunder in accordance with industry practices and standards generally applicable to such services; however, Client must determine, based on its standard operating procedures, accrediting body standards, governing regulatory bodies, patient population, employees, and tools, how best to validate all aspects of the system. Client acknowledges and agrees that it will (i) provide the test plans, (ii) perform or supervise the testing activities, (iii) provide additional training and information to end users regarding the changes made, and (iv) approve the content and completion of the testing activities. Cerner accepts no responsibility or liability for any claims, actions, losses, or damages incurred by Client or any third party arising from or out of Client failure to adequately test and/or validate the changes requested hereunder.</li> <li>Client agrees to: <ul style="list-style-type: none"> <li>Provide documentation and support phone numbers for all relevant hardware and software providers.</li> </ul> </li> </ul>		

UPGRADE CENTER MANAGED SERVICES - RHO (UCMS-20001)	
	<ul style="list-style-type: none"> <li>○ Provide a security officer to define and monitor user access.</li> <li>○ Remain actively engaged in the upgrade project until completion.</li> <li>○ Ensure change control is followed, and no updates are made to the production environment during the Release Upgrade.</li> <li>○ Provide access to all domains that will be affected during the upgrade project via a <i>Citrix</i> connection and/or a direct connection. The preferred method is a <i>Citrix</i> or similar connection allowing multiple users access to the same environment at the same time through 1 connection.</li> </ul>
<b>Client Project Management Obligations</b>	<ul style="list-style-type: none"> <li>• Provide liaison to work with Cerner Release Upgrade manager. Typically, Client's application manager or equivalent.</li> <li>• Collaboratively work with Cerner while reviewing, editing, and approving appropriate test scripts.</li> <li>• Approve the content and completion of the testing.</li> <li>• Provide upgrade support coverage for all departmental areas affected.</li> <li>• Schedule downtime with the users.</li> <li>• Perform the responsibilities as designated in the project plan.</li> </ul>
<b>Client Application Obligations</b>	<ul style="list-style-type: none"> <li>• Provide specified contacts to work with Cerner on application specific testing and issue resolution. He/she will be the focal point for the Cerner associates relative to the fulfillment of the request and will have the authority to act on Client's behalf in matters regarding the requests.</li> <li>• Review, edit and approve appropriate test scripts.</li> <li>• Provide upgrade support coverage for all departmental areas affected.</li> <li>• Test all site-specific custom programs for example, CCLs In-lab indicator on Flow Sheet, Requisition Forms.</li> <li>• Define printer routings.</li> <li>• Test local devices such as interfaces, printers, MDIs, BMDIs, iBus devices, and scanners.</li> <li>• Perform the responsibilities as designated in the project plan.</li> </ul>
<b>Client Technical Obligations</b>	<ul style="list-style-type: none"> <li>• Provide upgrade support coverage for all departmental areas affected. Provide someone who could assist with interfaces, printers, network team, and the monitoring of operations. Provide someone to test any custom scripts</li> <li>• Perform the responsibilities as designated in the project plan.</li> <li>• Ensure hardware and software required for the Release Upgrade or installation is available and operational - this includes:               <ul style="list-style-type: none"> <li>○ Updating layered products (such as, front-end operating systems, <i>Citrix</i> ICA software, any other third-party solutions that reside on devices located on-site that are not covered in the RHO agreement) to meet the minimum requirements for the new release. These tasks (if needed) should be documented in the upgrade project plan for reference. Client must execute a new Ordering Document if there is a requirement to upgrade layered products and Client would like Cerner assistance. This work is outside the scope of this engagement.</li> <li>○ Ensuring hardware is available to test Client servers or devices such as interfaces, printers, MDIs, BMDIs, iBus devices, and scanners, if located on-site.</li> <li>○ Ensuring end-user devices meet minimum specification requirements as published by Cerner for the current code release.</li> <li>○ Ensuring Client managed hardware (memory, CPU, and storage space) will be sufficient to handle any increases associated with utilization of the new release.</li> </ul> </li> <li>• Ensure Client-managed hardware (memory, CPU, and storage space) will be sufficient to handle</li> </ul>

UPGRADE CENTER MANAGED SERVICES - RHO (UCMS-20001)	
	<p>any increases associated with utilization of the new release.</p> <ul style="list-style-type: none"> <li>• Ensure all testing is completed that is not specifically indicated in the Work Effort as a Cerner responsibility.</li> <li>• Provide all necessary documentation of requested configurations.</li> <li>• Provide documentation and support phone numbers for all relevant contact people including Client contacts for hardware and software suppliers.</li> <li>• Provide the performing Cerner associate appropriate access to applicable systems if on-site travel is required. This includes physical access to spaces (typically during business hours) and user ids and passwords to include root or system like access accounts for the execution of the <i>CareAware</i> upgrade steps and troubleshooting as well as network administrative accounts for front-end.</li> <li>• Provide suitable workspace for the Cerner associate with phone access if on-site travel is required.</li> <li>• Ensure the service keys to any systems are made available.</li> <li>• Ensure host definitions have been generated and are available for connection.</li> <li>• Provide host interface information, including, but not limited to destination address, local adapter address, exchange ID, and remote and local LU names.</li> <li>• Provide operator guides for any requested equipment that will be used in the configuration and connection process.</li> <li>• Verify/Define/Set up of printers for non-production domains.</li> <li>• Verify end-user device rollout. Client is responsible for all Client managed device code dissemination and any individual set up to Client managed devices.</li> <li>• Set up and configure interfaces into non-production domains used for testing.</li> <li>• <i>CareAware</i>: For <i>RxStation</i> Header Code updates, Cerner recommends an on-site visit for non-production configuration and knowledge transfer. Client will perform subsequent <i>RxStation</i> header code upgrades after the knowledge transfer.</li> <li>• Verify end-user device rollout. Client is responsible for all Client-managed device code dissemination and any individual set up to Client managed devices.</li> </ul>
<b>Points of Presence</b>	<ul style="list-style-type: none"> <li>• Cerner will perform all work remotely unless previously agreed upon prior to the execution of this Cerner Sales Order. When needed, as defined by the project plan, Cerner associates will work from Client facility.</li> </ul>
<b>Trademarks</b>	<ul style="list-style-type: none"> <li>• <i>Citrix</i> is a trademark of Citrix Systems, Inc. and/or one or more of its subsidiaries, and may be registered in the United States Patent and Trademark Office and in other countries.</li> </ul>

**UCMS Fees:**

- Term: 60 Months
- Monthly Fee
  - Professional Services – Recurring Services: \$18,274
  - Managed Services: \$518

**GENERAL** CONTRACTOR will provide professional services in accordance with the COUNTY PEMRS Contract number 77285

COUNTY has declined travel and requested that CONTRACTOR provide all services remotely.

**Based on the agreed upon project scope defined in this document, the cost for this project is as follows:**

**Total Monthly Fee costs which includes all services (remote delivery, no travel included): \$18,792**

If COUNTY requests change in the project scope, CONTRACTOR will assess the hourly implications for the project and work with COUNTY to reach a solution. CONTRACTOR and COUNTY Project Managers will discuss and formalize the additional hours prior to any expansion of scope to include the additional work effort.

**COMPLETION CRITERIA**

This project will be considered complete upon COUNTY approval of the work and deliverables in accordance with the provision of the PEMRS Agreement # 77285.



## System Design Report (SDR) for additional Professional Services and licenses

Cerner ID:  
OPT-0452896 and OPT-0452897

December 2, 2022

Adam Schaeffer  
Los Angeles County Probation Department  
3965 S. Vermont Avenue  
Los Angeles, CA 90037

As part of the Los Angeles County Probation Department (COUNTY) PEMRS project implementation, it has been determined that Cerner (CONTRACTOR) will provide additional professional Services and licenses. This System Design Report (SDR) will reflect the modifications and additions to **PEMRS Contract # 77285**. This SDR will detail the proposed delivery of an Optional Phase:

- Definition of Project Scope and Deliverables
- Estimated Work Effort
- Completion Criteria

### DEFINITION OF PROJECT SCOPE AND DELIVERABLES

#### Objectives

COUNTY is requesting that CONTRACTOR perform the additional professional services and provide the additional deliverables necessary to modify the tasks and deliverables under the Optional Statement of Work Task 7 and 15:

#### A. Dynamic Documentation Optimization

IMPLEMENTATION SERVICES	
Estimated Project Duration	<ul style="list-style-type: none"><li>• The overall duration of this project (from project kick-off to go live), based on the scope of services set forth in this Scope, is expected to be 13 weeks.</li></ul>
Facility Implementation Strategy	<ul style="list-style-type: none"><li>• This scope assumes go live at the facility(s) listed in the Facilities section of this Ordering Document.</li><li>• Modifications to the design and build of the proposed solutions to meet specifications for individual facilities will result in additional professional services fees.</li></ul>

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IMPLEMENTATION SERVICES	
CONTINUOUS IMPROVEMENT	
<b>Scope Control</b>	<ul style="list-style-type: none"> <li>There are controls on scope for the total number of an item within certain solution sections. Controls are present for the following reasons: <ul style="list-style-type: none"> <li>In order to achieve the project timeline with estimated Client project resources</li> <li>Recommended use of the system and ease of maintenance long term</li> <li>Maintain standard consulting fees</li> </ul> </li> <li>Please note that controls on items are not functional limits of the <i>Cerner Millennium System</i></li> <li>All requested modifications to this Scope must be evaluated for potential impact to the project plan and may result in a longer project timeline, additional Cerner/Client resources, and/or additional fees. Cerner has a scope management process that will be utilized throughout the implementation to help keep the project on track.</li> </ul>
<b>Services Overview</b>	<ul style="list-style-type: none"> <li>Continuous Improvement services will be delivered through a data driven approach that base project success on an agreed upon, specific and measurable project goal.</li> <li>Continuous Improvement projects combine data analytics, Model Experience, and localization <ul style="list-style-type: none"> <li>Data analytics requires positions to be mapped to the appropriate CDF within the Client's production domain for at least one month prior to project start.</li> <li>Model Experience consists of implementing high value recommendations specific to code, system configuration, capabilities, and workflow based on what is available at the start of the project.</li> <li>Localization is focused on leveraging site-specific requirements, when fulfilling scope to support facility-specific needs.</li> </ul> </li> <li>MPage Upgrade Implementation Services are included in the scope of this agreement.</li> <li>All services will be delivered remotely except for the following events: Workshop (1-X), Integration Testing, Go Live</li> <li>Cerner will provide 1 train the trainer event on front end functionality and 1 maintenance training event on build configurations and maintenance.</li> <li>For first week of Go Live, Cerner will provide one day of 12-hour support, followed by two days of 10-hour support.</li> <li>Following the week of conversion, Cerner will provide two weeks post-conversion support during normal business hours. This support is specific to IT support.</li> <li>Learning Services are not included in the scope of this agreement. Additional services may be requested for adoption support through Cerner Learning Services in a separate agreement.</li> </ul>
<b>Project Gateways</b>	<ul style="list-style-type: none"> <li>If a project gateways is not successfully completed, a mitigation plan and timeline will be documented and provided by Cerner and acknowledged by client in writing. If the project gateways is not successfully completed by the end of next project gateway, (ii) is not approved (as completed or mitigated) by client in writing, or (iii) is part of the last project gateway prior to go live, Cerner may delay the project without liability until all outstanding project gateways are successfully completed (or mitigated) and approved by client in writing. Any project delays due to failure to complete a project gateways could result in staffing changes and/or additional professional service fees.</li> <li>Continuous Improvement Gateways: <ul style="list-style-type: none"> <li>Plan Gateway</li> <li>Align Gateway</li> <li>Validate Gateway</li> </ul> </li> </ul>

IMPLEMENTATION SERVICES	
	<ul style="list-style-type: none"> <li>○ Activate Gateway</li> </ul>
<b>Project Milestones</b>	<ul style="list-style-type: none"> <li>• Project Startup Key Events           <ul style="list-style-type: none"> <li>○ Project Startup Objectives:               <ul style="list-style-type: none"> <li>▪ Provide overview of project approach, methodology, and supporting tools</li> <li>▪ Establish a client relationship and solidify a project plan in order to effectively identify risks and mitigate downstream impacts</li> <li>▪ Identify client concurrent projects and mitigation plan, if needed</li> <li>▪ Identify domain strategy and define mitigation plan, if needed</li> <li>▪ Confirm client resources are identified and allocated at necessary allocation</li> </ul> </li> </ul> </li> <li>• Align Key Events           <ul style="list-style-type: none"> <li>○ Executive Alignment Objectives               <ul style="list-style-type: none"> <li>▪ Provide overview of project approach, methodology, and supporting tools</li> <li>▪ Establish a client relationship and solidify a project plan in order to effectively identify risks and mitigate downstream impacts</li> <li>▪ Identify client concurrent projects and mitigation plan, if needed</li> <li>▪ Identify domain strategy and define mitigation plan, if needed</li> <li>▪ Confirm client resources are identified and allocated at necessary allocation</li> </ul> </li> <li>○ Project Team Readiness Objectives               <ul style="list-style-type: none"> <li>▪ Launch project with champions and SMEs to obtain buy-in</li> <li>▪ Provide overview of Continuous Improvement approach, methodology, and supporting tools</li> <li>▪ Communicate project goals</li> <li>▪ Communicate project timeline</li> <li>▪ Communicate client project team roles and responsibilities</li> </ul> </li> </ul> </li> <li>• Engage Key Events           <ul style="list-style-type: none"> <li>○ Initial Build Objectives               <ul style="list-style-type: none"> <li>▪ Begin design collection with the client for the initial build</li> <li>▪ Create build guides and complete build</li> <li>▪ Create test scripts with localized client information</li> <li>▪ Complete Cerner testing</li> <li>▪ Prepare for build guides, client non prod domain, and design localization documents for Workshop 1</li> </ul> </li> <li>○ Workshop (1-X) Objectives               <ul style="list-style-type: none"> <li>▪ Demonstrate concept using client's non-production domain</li> <li>▪ Compile design localization with client stakeholders and SMEs</li> <li>▪ Complete build modifications, update build guides</li> </ul> </li> <li>○ Maintenance Training Objectives               <ul style="list-style-type: none"> <li>▪ Complete build tools education to assist in the maintenance of new functionality</li> <li>▪ Review finalized design</li> <li>▪ Complete Cerner Advance training</li> </ul> </li> <li>○ Integration Testing Objectives               <ul style="list-style-type: none"> <li>▪ Validate the integrated system build</li> <li>▪ Validate day in the life of a patient across systems, departments, and workflow processes</li> </ul> </li> <li>○ End User Training Objectives               <ul style="list-style-type: none"> <li>▪ Complete Train the Trainer event</li> <li>▪ Execute client training strategy</li> <li>▪ Users impacted are successfully trained</li> </ul> </li> </ul> </li> </ul>



IMPLEMENTATION SERVICES	
	<ul style="list-style-type: none"> <li>• Activate Key Events <ul style="list-style-type: none"> <li>○ Go Live Objectives <ul style="list-style-type: none"> <li>▪ Activate new workflows, processes, and technology</li> <li>▪ Monitor project goals</li> <li>▪ Monitor adoption of workflows</li> </ul> </li> </ul> </li> <li>• Measure <ul style="list-style-type: none"> <li>○ Goal Monitoring Objectives <ul style="list-style-type: none"> <li>▪ Transition to support</li> <li>▪ Monitor adoption and efficiency metrics and communicate to the client</li> <li>▪ Define and execute mitigation strategy if the client is not trending toward goal completion</li> </ul> </li> <li>○ Benefits Review Objectives <ul style="list-style-type: none"> <li>▪ Present status of goal attainment</li> <li>▪ Convey satisfaction and lessons learned</li> <li>▪ Capture client signature of external value story</li> </ul> </li> </ul> </li> </ul>
<b>Travel</b>	<ul style="list-style-type: none"> <li>• The fees in this Cerner Sales Order do not include travel, lodging, per diem, or other out-of-pocket expenses. Such fees will be billed monthly, as incurred.</li> </ul>
<b>Cerner Roles and Responsibilities</b>	<ul style="list-style-type: none"> <li>• Engagement Owner <ul style="list-style-type: none"> <li>○ Facilitates all project meetings</li> <li>○ Creates and manages the project plan, status reporting, and milestones</li> <li>○ Manages logistics for all onsite events</li> <li>○ Serves as the escalation resource for all project issues</li> </ul> </li> <li>• Consultant(s) <ul style="list-style-type: none"> <li>○ Conducts analysis of current-state solution utilization and configuration</li> <li>○ Provides documentation and guidance to support design and build</li> <li>○ Ownership of Cerner build unless otherwise noted</li> <li>○ Leads and contributes to weekly calls and validation sessions</li> <li>○ Conducts workflow demonstrations</li> <li>○ Delivers recommendations to Client analysts on workflow impact</li> <li>○ Meets with Client leadership to discuss productivity and satisfaction metrics intended to be impacted by the engagement</li> </ul> </li> <li>• Data Analyst <ul style="list-style-type: none"> <li>○ Gathers and interprets efficiency, workflow adoption and compliance metrics throughout the project</li> <li>○ Presents benefit metrics to Client leadership after conversion event</li> </ul> </li> </ul>
<b>Client Roles and Responsibilities</b>	<ul style="list-style-type: none"> <li>• Project Manager <ul style="list-style-type: none"> <li>○ Works with Cerner Engagement Leader to coordinate events</li> <li>○ Aligns Client resources to agreed upon event dates</li> <li>○ Serves as the initial Client escalation contact</li> <li>○ Ensures completion of Client responsibilities in accordance with the project plan</li> </ul> </li> <li>• Informaticist/Solution Analyst <ul style="list-style-type: none"> <li>○ Attends and contributes to recurring calls and validation sessions</li> <li>○ Develops workflow test scripts and conducts integration testing</li> <li>○ Validates configuration changes related to Client solution expertise.</li> <li>○ Updates all reports, rules, interfaces, and custom CCL impacted by the project</li> </ul> </li> </ul>

IMPLEMENTATION SERVICES	
	<ul style="list-style-type: none"> <li>• Technical resources (if Client hosted) <ul style="list-style-type: none"> <li>○ Own all necessary package requests from the Continuous Improvement team</li> <li>○ Inform the Continuous Improvement team of all domain events throughout the project</li> </ul> </li> <li>• Subject Matter Experts / Users <ul style="list-style-type: none"> <li>○ Attends workflow demonstrations and follow-up sessions for decision making</li> <li>○ Validates the design and build during the integration testing milestone</li> <li>○ Participates in training of new tools and workflows</li> <li>○ Provides user support during conversion</li> <li>○ Participates in pre- and post-engagement satisfaction surveys (if applicable)</li> </ul> </li> <li>• Educator <ul style="list-style-type: none"> <li>○ Attends and contributes to recurring calls and validation sessions as needed</li> <li>○ Attends Cerner facilitated Train the Trainer event</li> <li>○ Develops end user training materials</li> <li>○ Holds end user training sessions as needed to best support the organization and how end users learn best. This training session style will be dictated by the organization.</li> </ul> </li> </ul>
PHYSICIAN DOCUMENTATION OPTIMIZATION	
<b>Project Prerequisites</b>	<ul style="list-style-type: none"> <li>• Cerner recommends that Clients have the latest MPage release live in production, or an upgrade timeline in place, prior to beginning an optimization project.</li> <li>• It is a requirement to be no more than 2 versions behind the current MPage release. <ul style="list-style-type: none"> <li>○ In order to implement the latest Model Experience recommendations and achieve the goals set for the optimization project, it is necessary to have up-to-date versions of code installed.</li> </ul> </li> <li>• For Dynamic Documentation, it is recommended to be on the latest Dynamic Documentation content package to take advantage of all generally available functionality. Cerner can provide the latest content package number and SP requirement during the scope review process.</li> </ul>
<b>Services Overview</b>	<ul style="list-style-type: none"> <li>• One Inpatient and one Ambulatory Workflow MPage will be implemented on existing physician positions if there are no pre-existing Workflow MPages being utilized in production <ul style="list-style-type: none"> <li>○ Maximum of [30] Workflow MPages will be uplifted to include generally available dynamic documentation components</li> </ul> </li> <li>• Cerner Dynamic Documentation will be implemented if Cerner Clinical Reporting XR is configured and active in Client's production domain before project kickoff. <ul style="list-style-type: none"> <li>○ Nuance Dragon Medical will not be implemented with this project, but the utilization of Dragon Medical with <i>Dynamic Documentation</i> is strongly recommended. Dragon Medical is currently the only Cerner-validated voice recognition program.</li> <li>○ Dynamic Documentation configuration includes: 18 Cerner Basic Content templates and build of up to [10] additional HTML reference templates. Patient data localizations are limited to Cerner Basic Content's EMR Content. All localizations are limited to the coding and recommendations defined in the Dynamic Documentation schema and Dynamic Documentation reference pages.</li> <li>○ Imaging support for Dynamic Documentation will be implemented if CAMM and Media Gallery are live in the production environment prior to Project Kickoff.</li> <li>○ Health Concerns and Goals support for Dynamic Documentation will be implemented if Health Concerns and Goals MPage functionality is live in the production environment prior to project kickoff</li> <li>○ CCL customizations are not included within this project scope.</li> <li>○ Configuration of the Patient Visit Summary and Clinical Visit Summary is not included within this project scope</li> </ul> </li> </ul>

IMPLEMENTATION SERVICES	
	<ul style="list-style-type: none"> <li>• Configuration of up to [20] additional Bedrock smart templates and [20] Auto Text templates</li> <li>• The following specialties are not recommended for Dynamic Documentation and/or would need special consideration from reporting and compliance before implementing: <ul style="list-style-type: none"> <li>◦ Anesthesia</li> <li>◦ Gastroenterology (drawing not currently supported)</li> </ul> </li> <li>• Enable data reconciliation workflows within applicable MPage components per recommended Model configuration for specialties included in scope.</li> <li>• Training and coaching hours and services will be provided via a separate ordering document</li> <li>• A continuous monitoring report will be delivered by Cerner for six consecutive months following the Benefits Review presentation.</li> <li>• A Cerner resource will be available to support interpretation of the data and make configuration recommendations as needed.</li> </ul>
CERNER MILLENNIUM FOREIGN SYSTEM INTERFACE IMPLEMENTATION SERVICES	
<b>Overview</b>	<ul style="list-style-type: none"> <li>• Cerner will provide professional service resources to assist the Client with the implementation of an outbound DYNDOC results interface. The Cerner resource will either create a new outbound feed or update existing outbound feeds to accommodate these new interface changes.</li> <li>• This interface will also conform to the Cerner universal interface (UI) specifications requirements, which are based upon the Health Level Seven International (HL7) standards as they relate to the <i>Cerner Millennium</i> architecture.</li> </ul>
<b>Scope of Work</b>	<ul style="list-style-type: none"> <li>• Cerner work effort includes, but is not limited to, <ul style="list-style-type: none"> <li>◦ The building, coding and configuring of the interface to the processing requirements.</li> <li>◦ Functional testing of the interface.</li> <li>◦ Support of Client validation testing of the interface.</li> <li>◦ Regular attendance of project status meetings.</li> <li>◦ Migration of interface to production domain and support of interface activation</li> </ul> </li> </ul>
<b>Client Responsibilities</b>	<ul style="list-style-type: none"> <li>• Client responsibilities include, but are not limited to, <ul style="list-style-type: none"> <li>◦ Engaging the foreign supplier resource(s).</li> <li>◦ Synchronizing data values between Cerner and the foreign supplier. This may include building of code value aliasing within Cerner that will be required for interface processing.</li> <li>◦ Modifying <i>Cerner Millennium</i> application (if required).</li> <li>◦ Creating and executing interface test plans.</li> <li>◦ Validating interface testing.</li> </ul> </li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• The interface will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be <i>Cerner Millennium</i> HL7 UI compliant.</li> <li>• Any custom scripting required outside of the standard Cerner UI is expected to be performed within Client's interface engine. If this is not possible or desirable, custom scripting can be performed within the <i>Cerner Millennium</i> interface but may require additional hours at Cerner's then current fees for a Cerner resource to complete the work.</li> <li>• This Scope covers the initial configuration and testing of the interface in a designated build environment and 1 copy to the production environment. Any additional domain support, including copies to additional domains and rebuild due to domain refreshes or updates may require additional hours.</li> <li>• Client and Cerner will work on this project concurrently on an agreed upon project timeline.</li> <li>• Client shall incur additional fees if services are requested beyond this Scope.</li> </ul>

IMPLEMENTATION SERVICES	
	<ul style="list-style-type: none"><li>• Adjustments supported as part of Standard scope of services:<ul style="list-style-type: none"><li>○ Moving an existing data element from one field to another in the same message</li><li>○ Concatenation of two existing data elements</li><li>○ Addition or subtraction of leading zeroes to a numeric value</li><li>○ Hard coding a default value</li><li>○ Nulling fields</li></ul></li></ul>

**Dynamic Documentation Optimization Fees:**

- Project Duration: ~13 weeks
- One-Time Fees:
  - Professional Services: \$85,200

## B. Continuous Improvement Delivery (CID) Ambulatory Provider Consultancy

IMPLEMENTATION SERVICES							
Estimated Project Duration	<ul style="list-style-type: none"><li>Cerner requires a minimum of 90 days following the Effective Date to accommodate pre-project activities such as planning, staffing, and technology activities. The overall duration of this project (from project kick-off to go live), based on the scope of services set forth in this Scope, is expected to be 26 weeks.</li></ul>						
Facility Implementation Strategy	<ul style="list-style-type: none"><li>This scope assumes go live at the facility(s) listed in the Facilities section of this Ordering Document.</li><li>Modifications to the design and build of the proposed solutions to meet specifications for individual facilities will result in additional professional services fees.</li></ul>						
CONTINUOUS IMPROVEMENT DELIVERY ENGAGEMENT							
Cerner Tasks/Activities	<ul style="list-style-type: none"><li>Roles and hours for all solutions below:</li></ul>						
	<table><tr><th>Supported Solutions</th><th>Roles</th><th>Estimated Hours</th></tr><tr><td>Physician Track</td><td>Solution Architect</td><td>260 hours FFS</td></tr></table>		Supported Solutions	Roles	Estimated Hours	Physician Track	Solution Architect
Supported Solutions	Roles	Estimated Hours					
Physician Track	Solution Architect	260 hours FFS					
	<ul style="list-style-type: none"><li>Professional services include:<ul style="list-style-type: none"><li>Up to 10 hours/week in advisory consulting capacity only</li><li>Up to one weekly meeting for solution questions and challenges</li></ul></li><li>Cerner to assist with design and build for Physician Track content, including:<ul style="list-style-type: none"><li>Net-new or modified Physician and/or Mid-Level Provider positions</li><li>Dynamic Documentation</li><li>Workflow mPages</li><li>Ambulatory Organizer</li><li>Dynamic Worklist</li><li>Quick Orders</li></ul></li><li>An additional sales order will be needed should additional hours be required once these hours have been utilized</li></ul>						
Project Assumptions	<ul style="list-style-type: none"><li>All work is done remotely. If onsite time is requested, additional hours may be needed.</li></ul>						

### CID Ambulatory Provider Consultancy Fees:

- Project Duration: ~26 weeks
- One-Time Fees:
  - Professional Services: \$52,160



**GENERAL** CONTRACTOR will provide professional services in accordance with the COUNTY PEMRS Contract number 77285

COUNTY has declined travel and requested that CONTRACTOR provide all services remotely.

**Based on the agreed upon project scope defined in this document, the cost for this project is as follows:**

**Total Fixed Fee costs which includes all services (remote delivery, no travel included): \$137,360**

If COUNTY requests change in the project scope, CONTRACTOR will assess the hourly implications for the project and work with COUNTY to reach a solution. CONTRACTOR and COUNTY Project Managers will discuss and formalize the additional hours prior to any expansion of scope to include the additional work effort.

**COMPLETION CRITERIA**

This project will be considered complete upon COUNTY approval of the work and deliverables in accordance with the provision of the PEMRS Agreement # 77285.



## System Design Report (SDR) for additional Professional Services and licenses

Cerner ID:  
OPT-0230424

December 8, 2022

Adam Schaeffer  
Los Angeles County Probation Department  
3965 S. Vermont Avenue  
Los Angeles, CA 90037

As part of the Los Angeles County Probation Department (COUNTY) PEMRS project implementation, it has been determined that Cerner (CONTRACTOR) will provide additional professional Services and licenses. This System Design Report (SDR) will reflect the modifications and additions to **PEMRS Contract # 77285**. This SDR will detail the proposed delivery of an Optional Phase:

- Definition of Project Scope and Deliverables
- Estimated Work Effort
- Completion Criteria

### DEFINITION OF PROJECT SCOPE AND DELIVERABLES

#### Objectives

COUNTY is requesting that CONTRACTOR perform the additional professional services and provide the additional deliverables necessary to modify the tasks and deliverables under the Optional Statement of Work Task 7 and 15:

#### A. HIM Deficiencies

IMPLEMENTATION SERVICES	
Estimated Project Duration	<ul style="list-style-type: none"><li>• Cerner requires a minimum of 90 days following the Effective Date to accommodate pre-project activities such as planning, staffing, and technology activities. The overall duration of this project (from project kick-off to go live), based on the scope of services set forth in this Scope, is expected to be 26 weeks.</li></ul>
Facility Implementation	<ul style="list-style-type: none"><li>• This Scope assumes the build, and conversion of 1 facility(s) utilizing a centralized database environment and a single go-live event.</li></ul>

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IMPLEMENTATION SERVICES	
<b>Strategy</b>	
<b>Client Project Team</b>	<ul style="list-style-type: none"> <li>Client will identify and make available its project team members within 90 days following the Effective Date of this Ordering Document or, if not identified and available within that timeframe, such delay will be considered a change in scope, and will require the execution of an Ordering Document setting forth the additional work effort and additional professional services fees.</li> </ul>
<b>Cerner Project Team Workspace Requirements</b>	<ul style="list-style-type: none"> <li>As needed, and at Client's expense, Client will provide the following for the Cerner project team: <ul style="list-style-type: none"> <li>A dedicated and secure Cerner-assigned office</li> <li>Work areas as needed for each Cerner project team member that is assigned while on-site</li> <li>Network connectivity to Client network</li> <li>Access to network printers</li> <li>Access to appropriate Client's Cerner domains</li> <li>High-speed internet access, or network port through Client firewall, for each Cerner associate on-site to access the internet and Cerner network using Cerner virtual private network (VPN) software</li> </ul> </li> </ul>
Chart Completion and Deficiency Management	
<b>Chart Completion and Deficiency Management</b>	<ul style="list-style-type: none"> <li>Cerner will work with client to implement chart completion and deficiency management technology and workflows utilizing the Cerner Deficiency Management tools (Letters, Chart Completion Queues, and Deficiency Tracking)</li> </ul>
<b>Client Responsibilities</b>	<ul style="list-style-type: none"> <li>Creation of test scripts and testing scenarios</li> <li>Final testing and validation of the system</li> <li>All package installation and validation</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>Assumes build in one production and non-production domain</li> <li>If custom needs are identified, separate sales orders will need to be identified</li> </ul>
<b>Nurse Collect</b>	<ul style="list-style-type: none"> <li>General report categories in Model:</li> <li>Productivity</li> <li>Task</li> <li>Chart Completion and Deficiency Management</li> <li>Educate client on use of tools to create appropriate reports</li> </ul>



IMPLEMENTATION SERVICES	
END USER TRAINING	
<b>Cerner Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Cerner will deliver end-user training in a learning lab environment for up to 25 users</li> <li>Cerner will provide 1 trainer for 1 week to conduct training in a formal classroom environment for the relevant roles. Instructor-led end-user training will include <i>Cerner Millennium</i> solution and role-specific workflow content. Participants are assessed on the content through a formal performance assessment. Cerner will provide the <i>Cerner Millennium</i> trainers to train Client end-users for the following roles/solutions: <ul style="list-style-type: none"> <li>HIM Deficiency Management</li> </ul> </li> <li>Total hours for end-user training are calculated at an average of 36 hours per week. Trainers will work no more than 9 hours per day. Trainers will have 36 hours each for project management and localization to content.</li> <li>Cerner will work with Client to provide the training service on an agreed upon schedule.</li> </ul>
<b>Client Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Develop a core group of super users to obtain sustainability post conversion</li> <li>Utilize Learning Portal for tracking classroom participation or Client will provide a Learning Management System to track participant attendance and performance</li> </ul>
MATERIALS DEVELOPMENT	
<b>Overview</b>	<ul style="list-style-type: none"> <li>Cerner will localize materials for contracted roles within the model library as agreed upon by Client and Cerner Learning Leader.</li> <li>Localized learning materials will include agendas, practice activities, job aids, and assessments.</li> <li>Role specific learning needs will be assessed to define appropriate learning content, learning delivery, and learning support. Client Subject Matter Experts (SME) and Cerner Consultants will collaborate to define learning needs.</li> </ul>
Conversion Support	
<b>Cerner Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Cerner to provide 14 adoption coach conversion support shifts</li> <li>Scope <ul style="list-style-type: none"> <li>Provide support while end-users learn to utilize the system</li> <li>Coach on how to use Cerner solutions</li> <li>Help triage issues</li> <li>Rounding support and by appointment</li> <li>Serve as liaison between project team and end users</li> <li>Help end-users learn and utilize new functionality</li> <li>Help end users transition back to regular support resources and processes</li> </ul> </li> <li>Coaches focus on increasing EMR adoption</li> </ul>
<b>Client Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Meet with adoption manager before engagement starts and at a regular cadence.</li> <li>Collaborate with adoption manager on adoption strategy, priorities, and areas of focus</li> <li>Client to schedule favorites fair sessions</li> <li>Client to promote or require favorites fair sessions. Cerner recommends requiring Favorites Fair sessions</li> <li>Schedule and provide room with computers for end-users</li> <li>Approve agendas for favorites fair (before sessions begin)</li> <li>Provide an analyst who dedicated to sign on issues (passwords, usernames, positions) throughout all of Favorites Fair. Analyst will be physically present in the room with the coaches.</li> <li>Client to provide Cerner with an updated sign-up list daily</li> </ul>

## IMPLEMENTATION SERVICES

	<ul style="list-style-type: none"> <li>• Provide a list of practicing end-users, separated by role, with contact information</li> <li>• Provide a contact from training team to answer specific workflow and design questions</li> <li>• Provide an analyst dedicated to sign-on issues (e.g., passwords, usernames, positions).</li> <li>• Provide training materials prior to adoption coaching team arrival for all solutions supported by the adoption coaches</li> <li>• Provide access to all documented workflows to the adoption coaching team</li> <li>• Provide orientation and other support needs for the incoming adoption coaching team to become familiar with Client's workflows and procedures <ul style="list-style-type: none"> <li>o Review Client conversion schedule including allocation of adoption coaching resources.</li> <li>o Review Client communication (issue escalation) policies regarding adoption coaching team.</li> </ul> </li> <li>• Review most common user processes, workflows, and common questions.</li> </ul>
<b>Project Assumptions</b>	<ul style="list-style-type: none"> <li>o <b><u>Participation and Feedback</u></b> <ul style="list-style-type: none"> <li>o Client will identify a primary point of contact (POC) for this engagement.</li> <li>o Client POC will facilitate the identification of Client resources, response to questions, review and acceptance of deliverables, and other requirements agreed to in support of this engagement.</li> <li>o Client POC will review and sign acceptance or comment on milestone deliverables within 3 working days of receipt.</li> <li>o Client will provide timely visibility to project detail affecting the learning engagement so that Cerner may provide input and feedback to support the project's successful execution.</li> </ul> </li> <li>• <b><u>Completion Criteria</u></b> <ul style="list-style-type: none"> <li>o This engagement will be considered complete when the scope of work is completed pursuant to the tasks set forth in this Scope.</li> <li>o Client requests resulting in cancellation of or reduction in scheduled resources, or reduction in duration of this project, require written notification and may be subject to cancellation fees and nonrefundable airfare as follows: <ul style="list-style-type: none"> <li>▪ 14 or more days prior to commencement, no cancellation fee</li> <li>▪ 13-7 days prior to commencement, 20% of fees</li> <li>▪ 7-0 days prior to commencement, 30% of fees</li> <li>▪ Reduction of resources or project duration post-commencement, 50% of pro-rated fees</li> </ul> </li> <li>o Requests for additional end-user conversion support days must be submitted to Cerner in writing.</li> </ul> </li> <li>• Resource <b><u>Assumptions</u></b> <ul style="list-style-type: none"> <li>o Cerner will work with Client to provide the following resources according to an agreed upon schedule.</li> <li>o Cerner resources will work no more than 5 consecutive days.</li> <li>o Cerner reserves the right to reassign resources upon notice to Client if hours fall below an average of 36 hours per week.</li> </ul> </li> <li>• <b><u>Process/Issue Decision</u></b> <ul style="list-style-type: none"> <li>o This engagement includes only the items set forth in this Scope. Client must execute a new Ordering Document setting forth the additional services and fees if Client requests additional tasks beyond those set forth herein.</li> <li>o Open process issues affecting training will be assessed by Cerner following the change process documented above. Client will decide whether to include the identified changes in the learning process and accept associated changes in the completion of learning</li> </ul> </li> </ul>

## IMPLEMENTATION SERVICES

	<p>deliverables, or to include the content in an internal post go-live revision process.</p> <ul style="list-style-type: none"> <li>• Suspension/Rescheduling <ul style="list-style-type: none"> <li>◦ In the event Client requests this project be rescheduled or suspended, Client will pay costs for hours worked and travel expenses incurred, up to and including the date of shut down. Additional fees may be incurred when the project resumes, including, but not limited to, increased professional service rates, planning, defining scope, reviewing, and documenting completed work, and educating new project team members (Client will not incur additional fees if the delay is mutually acceptable between Client and Cerner).</li> </ul> </li> <li>• Client acknowledges that Cerner is not obligated to provide the same project team members that were assigned to the project prior to the suspension.</li> </ul>
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### HIM Deficiencies Optimization Fees:

- Project Duration: ~30
- One-Time Fees:
  - Professional Services: \$119,260

**GENERAL** CONTRACTOR will provide professional services in accordance with the COUNTY PEMRS Contract number 77285

COUNTY has declined travel and requested that CONTRACTOR provide all services remotely.

**Based on the agreed upon project scope defined in this document, the cost for this project is as follows:**

**Total Licensed Software costs: N/A**

**Total Fixed Fee costs which includes all services (remote delivery, no travel included): \$119,260**

If COUNTY requests change in the project scope, CONTRACTOR will assess the hourly implications for the project and work with COUNTY to reach a solution. CONTRACTOR and COUNTY Project Managers will discuss and formalize the additional hours prior to any expansion of scope to include the additional work effort.

### COMPLETION CRITERIA

This project will be considered complete upon COUNTY approval of the work and deliverables in accordance with the provision of the PEMRS Agreement # 77285.



## System Design Report (SDR) for additional Professional Services and licenses

Cerner ID:  
OPT-0452898

December 22, 2022

Adam Schaeffer  
Los Angeles County Probation Department  
3965 S. Vermont Avenue  
Los Angeles, CA 90037

As part of the Los Angeles County Probation Department (COUNTY) PEMRS project implementation, it has been determined that Cerner (CONTRACTOR) will provide additional professional Services and licenses. This System Design Report (SDR) will reflect the modifications and additions to **PEMRS Contract # 77285**. This SDR will detail the proposed delivery of an Optional Phase:

- Definition of Project Scope and Deliverables
- Estimated Work Effort
- Completion Criteria

### DEFINITION OF PROJECT SCOPE AND DELIVERABLES

#### Objectives

COUNTY is requesting that CONTRACTOR perform the additional professional services and provide the additional deliverables necessary to modify the tasks and deliverables under the Optional Statement of Work Task 7 and 15:

#### A. iBus Upgrade

CAREAWARE IBUS FOR LABORATORY MEDICAL DEVICE INTEGRATION IMPLEMENTATION (CI-400550, CTS-CAMDI-IMP)	
Implementation Summary	<ul style="list-style-type: none"><li>• Number of Uni/Bi/Micro devices to be implemented: &lt;0&gt;</li><li>• Number of Multiplexor devices to be implemented: &lt;0&gt;</li><li>• Number of <i>Point of Care</i> devices to be implemented: &lt;3&gt;</li><li>• Number of Robotics devices to be implemented: &lt;0&gt;</li><li>• Number of facilities to be implemented: &lt;2&gt;</li></ul>

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CAREAWARE IBUS FOR LABORATORY MEDICAL DEVICE INTEGRATION IMPLEMENTATION (CI-400550, CTS-CAMDI-IMP)	
	<ul style="list-style-type: none"> <li>When implementing on the traditional <i>CareAware</i> platform implementation is limited to 1 production environment and 1 non-production environment</li> <li>When implementing on the <i>CareAware</i> Cloud platform implementation is limited to 1 production and 2 non-production environments</li> </ul>
<b>Cerner Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Assist in the integration of devices from agreed upon <i>CareAware</i> MDI devices as defined in this Scope</li> <li>Define data elements for integration via <i>CareAware</i> MDI</li> <li>Establish connectivity to device(s)</li> <li>Assist in the configuration and verification of assay alias mapping from the device to the electronic health record (EHR)</li> <li>Assist in the configuration and verification of assay orders from the EHR to the device (if applicable)</li> <li>Assist in troubleshooting and the resolution of issues that arise during Client testing</li> </ul>
<b>Client Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Ensure all <i>CareAware</i> MDI device connectivity hardware is configured and connected to the network</li> <li>Run cable for <i>CareAware</i> MDI device connectivity hardware throughout the facility (if applicable)</li> <li>Perform all parameter testing with all <i>CareAware</i> MDI devices in scope</li> <li>Responsible for all aspects related to Client-owned equipment and medical devices located at Client facilities (such as procurement, installation, management, and support)</li> <li>Provide connectivity from Client facility to the <i>iBus</i> Cloud application through secured internet connection <ul style="list-style-type: none"> <li>Dedicated telecommunication circuit from Client to Cerner Data Center can be leveraged. Additional fees will apply for new circuit deployment.</li> </ul> </li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>Implement and configure <i>CareAware</i> MDI device(s) as set forth in this Scope</li> <li>Provide specialized solution training and Documentation regarding maintenance, server configuration, and operational procedures</li> </ul>
<b>Project Assumptions</b>	<ul style="list-style-type: none"> <li>Estimated project duration is 4 to 6 months depending on the number of devices and connectivity method. <ul style="list-style-type: none"> <li>Quantity of devices and device availability will determine the actual project duration.</li> </ul> </li> <li>A solution overview focus group will follow where the project plan, domain strategy, remaining visits, and more will be discussed.</li> <li>Cerner will provide remote support for 1 go-live event, when applicable.</li> <li>Should additional on-site support be needed, additional services and fees will apply.</li> <li>Client shall incur additional fees if services are requested beyond the scope of work herein.</li> </ul>



#### **iBus Upgrade Fees:**

- Project Duration: ~4 to 6 Months
- One-Time Fees:
  - Equipment:
    - \$33 (3x Adapter Cables)
    - \$5,862.87 (3x 1U Fanless System With 16 Ports Serial, Image Upload)
  - Professional Services: \$26,655
- Recurring Fees:
  - Shared Computing Services: \$5,622/mo
  - Equipment Maintenance: \$720/yr

**GENERAL** CONTRACTOR will provide professional services in accordance with the COUNTY PEMRS Contract number 77285

COUNTY has declined travel and requested that CONTRACTOR provide all services remotely.

**Based on the agreed upon project scope defined in this document, the cost for this project is as follows:**

#### **Total Shared Computing Services fees: \$5,484/mo**

- Cerner Interface Connection (Part #: IF-40200): \$2,485/mo.
- Multimedia Management and Archival (Part #: MM-40100): \$1,676/mo.
- CareAware iBus for Laboratory Medical Device Integration (Part #: CI-400500): \$1,323/mo
  - 1 Telcor Device - \$441/mo (Device - \$418/mo + RHO - \$23/mo)
  - 1 Clinitek Device\_location 1 - \$441/mo (Device - \$418/mo + RHO - \$23/mo)
  - 1 Clinitek Device\_location 2 - \$441/mo (Device - \$418/mo + RHO - \$23/mo)

#### **Total Equipment and Installation (if applicable) costs: \$5,895.87 One-Time, \$720/yr Recurring**

- 3x Adapter Cables (Part #: GENTERMADPT): \$33
- 3x 1U Fanless System With 16 Ports Serial, Image Upload (Part #: CNR-1150GB-16COM): \$5,862.87
  - Equipment Maintenance (Part# CNR-1150GB-16COM)
    - 9x5 M-F Advanced Exchange (Qty. 3): \$720/yr

#### **Total Fixed Fee costs which includes all services (remote delivery, no travel included): \$26,655**

Professional Services/Setup or Implementation Fees:

- CareAware MDI (Part #: CTS-CAMDI-IMP): \$26,655

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If COUNTY requests change in the project scope, CONTRACTOR will assess the hourly implications for the project and work with COUNTY to reach a solution. CONTRACTOR and COUNTY Project Managers will discuss and formalize the additional hours prior to any expansion of scope to include the additional work effort.

**COMPLETION CRITERIA**

This project will be considered complete upon COUNTY approval of the work and deliverables in accordance with the provision of the PEMRS Agreement # 77285.



## System Design Report (SDR) for additional Professional Services and licenses

Cerner ID:  
OPT-0277665

December 7, 2022

Adam Schaeffer  
Los Angeles County Probation Department  
3965 S. Vermont Avenue  
Los Angeles, CA 90037

As part of the Los Angeles County Probation Department (COUNTY) PEMRS project implementation, it has been determined that Cerner (CONTRACTOR) will provide additional professional Services and licenses. This System Design Report (SDR) will reflect the modifications and additions to **PEMRS Contract # 77285**. This SDR will detail the proposed delivery of an Optional Phase:

- Definition of Project Scope and Deliverables
- Estimated Work Effort
- Completion Criteria

### DEFINITION OF PROJECT SCOPE AND DELIVERABLES

#### Objectives

COUNTY is requesting that CONTRACTOR perform the additional professional services and provide the additional deliverables necessary to modify the tasks and deliverables under the Optional Statement of Work Task 7 and 15:

#### A. Specimen Collection

IMPLEMENTATION SERVICES	
Estimated Project Duration	<ul style="list-style-type: none"><li>• The overall duration of this project (from project kick-off to go live), based on the scope of services set forth in this Scope, is expected to be 22 weeks.</li></ul>
Facility Implementation Strategy	<ul style="list-style-type: none"><li>• This Scope assumes the build, and conversion of 1 facility(s) utilizing a centralized database environment and a single go-live event.</li></ul>
Point of Care Specimen Collections - General	

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IMPLEMENTATION SERVICES	
<b>Positive Patient ID</b>	<ul style="list-style-type: none"> <li>If Cerner Registration is being implemented, 1 label-with-armband that includes an Aztec barcode is included. If Cerner Registration is already live or a foreign registration system is being used than Client team will be responsible for making necessary modifications to the patient wristband</li> </ul>
<b>Wireless Printers</b>	<ul style="list-style-type: none"> <li>Support the printing of specimen labels at the bedside to ensure parent process ID (PPID)</li> <li>Cerner will assist in the setup of 2 wireless printer</li> <li>Client technical team will be responsible for wireless printer deployment for additional printers</li> </ul>
<b>PathNet Solutions</b>	<ul style="list-style-type: none"> <li>One (1) of the following major <i>PathNet</i> solutions is required: General Laboratory, Microbiology, HLA, or Blood Bank Transfusion</li> </ul>
Point of Care Specimen Collections - Tethered	
<b>Mobile Cart</b>	<ul style="list-style-type: none"> <li>Deployed via tethered barcode scanning device with <i>PowerChart</i>, <i>FirstNet</i>, or <i>SurgiNet</i> capability on a mobile cart</li> <li>Accessed through either a <i>Cerner Millennium</i> compatible laptop, mobile cart, or a stationary device in the patient room with scanner attached or a tablet with an integrated scanner</li> <li>Client technical team will be responsible for scanner device deployment unless Cerner Technologies support has been included. The application team (Delivery Consultant) will assist in troubleshooting initial scanner configuration for proof of concept testing</li> </ul>
<b>Lab Specimen Collect</b>	<ul style="list-style-type: none"> <li>Supports the phlebotomist workflow for collecting specimens</li> <li>For add-ons: Scope assumes no changes to the current collections design including individual collection requirements, collection routes and collection runs</li> <li>Not included if nurse collect only</li> </ul>
<b>Nurse Collect</b>	<ul style="list-style-type: none"> <li>Uses positive patient and specimen identification (PPID) scanning from within <i>PowerChart</i>, <i>FirstNet</i> or <i>SurgiNet</i> to facilitate the Nurse Collect workflow when specimens are marked as nurse collect</li> <li>Can be implemented with or without nurse collect task integration</li> <li>Not included if phlebotomy only</li> </ul>
END USER TRAINING	
<b>Cerner Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Cerner will deliver end-user training in a learning lab environment for up to 25 users</li> <li>Cerner will provide 1 trainer for 1 week to conduct training in a formal classroom environment for the relevant roles. Instructor-led end-user training will include <i>Cerner Millennium</i> solution and role-specific workflow content. Participants are assessed on the content through a formal performance assessment. Cerner will provide the <i>Cerner Millennium</i> trainers to train Client end-users for the following roles/solutions: <ul style="list-style-type: none"> <li>Specimen Collect</li> </ul> </li> <li>Total hours for end-user training are calculated at an average of 36 hours per week. Trainers will work no more than 9 hours per day. Trainers will have 36 hours each for project management and localization to content.</li> <li>Cerner will work with Client to provide the training service on an agreed upon schedule.</li> </ul>
<b>Client Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Develop a core group of super users to obtain sustainability post conversion</li> <li>Utilize Learning Portal for tracking classroom participation or Client will provide a Learning Management System to track participant attendance and performance</li> </ul>
MATERIALS DEVELOPMENT	
<b>Overview</b>	<ul style="list-style-type: none"> <li>Cerner will localize materials for contracted roles within the model library as agreed upon by Client and Cerner Learning Leader.</li> <li>Localized learning materials will include agendas, practice activities, job aids, and assessments.</li> </ul>

IMPLEMENTATION SERVICES	
	<ul style="list-style-type: none"> <li>Role specific learning needs will be assessed to define appropriate learning content, learning delivery, and learning support. Client Subject Matter Experts (SME) and Cerner Consultants will collaborate to define learning needs.</li> </ul>
Conversion Support	
<b>Cerner Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Cerner to provide 14 adoption coach conversion support shifts</li> <li>Scope               <ul style="list-style-type: none"> <li>Provide support while end-users learn to utilize the system</li> <li>Coach on how to use Cerner solutions</li> <li>Help triage issues</li> <li>Rounding support and by appointment</li> <li>Serve as liaison between project team and end users</li> <li>Help end-users learn and utilize new functionality</li> <li>Help end users transition back to regular support resources and processes</li> </ul> </li> <li>Coaches focus on increasing EMR adoption</li> </ul>
<b>Client Tasks/Activities</b>	<ul style="list-style-type: none"> <li>Meet with adoption manager before engagement starts and at a regular cadence.</li> <li>Collaborate with adoption manager on adoption strategy, priorities, and areas of focus</li> <li>Client to schedule favorites fair sessions</li> <li>Client to promote or require favorites fair sessions. Cerner recommends requiring Favorites Fair sessions</li> <li>Schedule and provide room with computers for end-users</li> <li>Approve agendas for favorites fair (before sessions begin)</li> <li>Provide an analyst who dedicated to sign on issues (passwords, usernames, positions) throughout all of Favorites Fair. Analyst will be physically present in the room with the coaches.</li> <li>Client to provide Cerner with an updated sign-up list daily</li> <li>Provide a list of practicing end-users, separated by role, with contact information</li> <li>Provide a contact from training team to answer specific workflow and design questions</li> <li>Provide an analyst dedicated to sign-on issues (e.g., passwords, usernames, positions).</li> <li>Provide training materials prior to adoption coaching team arrival for all solutions supported by the adoption coaches</li> <li>Provide access to all documented workflows to the adoption coaching team</li> <li>Provide orientation and other support needs for the incoming adoption coaching team to become familiar with Client's workflows and procedures               <ul style="list-style-type: none"> <li>Review Client conversion schedule including allocation of adoption coaching resources.</li> <li>Review Client communication (issue escalation) policies regarding adoption coaching team.</li> </ul> </li> <li>Review most common user processes, workflows, and common questions.</li> </ul>
<b>Project Assumptions</b>	<ul style="list-style-type: none"> <li><u><b>Participation and Feedback</b></u> <ul style="list-style-type: none"> <li>Client will identify a primary point of contact (POC) for this engagement.</li> <li>Client POC will facilitate the identification of Client resources, response to questions, review and acceptance of deliverables, and other requirements agreed to in support of this engagement.</li> <li>Client POC will review and sign acceptance or comment on milestone deliverables</li> </ul> </li> </ul>

## IMPLEMENTATION SERVICES

within 3 working days of receipt.

- o Client will provide timely visibility to project detail affecting the learning engagement so that Cerner may provide input and feedback to support the project's successful execution.
- **Completion Criteria**
  - o This engagement will be considered complete when the scope of work is completed pursuant to the tasks set forth in this Scope.
  - o Client requests resulting in cancellation of or reduction in scheduled resources, or reduction in duration of this project, require written notification and may be subject to cancellation fees and nonrefundable airfare as follows:
    - 14 or more days prior to commencement, no cancellation fee
    - 13-7 days prior to commencement, 20% of fees
    - 7-0 days prior to commencement, 30% of fees
    - Reduction of resources or project duration post-commencement, 50% of pro-rated fees
  - o Requests for additional end-user conversion support days must be submitted to Cerner in writing.
- **Resource Assumptions**
  - o Cerner will work with Client to provide the following resources according to an agreed upon schedule.
  - o Cerner resources will work no more than 5 consecutive days.
  - o Cerner reserves the right to reassign resources upon notice to Client if hours fall below an average of 36 hours per week.
- **Process/Issue Decision**
  - o This engagement includes only the items set forth in this Scope. Client must execute a new Ordering Document setting forth the additional services and fees if Client requests additional tasks beyond those set forth herein.
  - o Open process issues affecting training will be assessed by Cerner following the change process documented above. Client will decide whether to include the identified changes in the learning process and accept associated changes in the completion of learning deliverables, or to include the content in an internal post go-live revision process.
- **Suspension/Rescheduling**
  - o In the event Client requests this project be rescheduled or suspended, Client will pay costs for hours worked and travel expenses incurred, up to and including the date of shut down. Additional fees may be incurred when the project resumes, including, but not limited to, increased professional service rates, planning, defining scope, reviewing, and documenting completed work, and educating new project team members (Client will not incur additional fees if the delay is mutually acceptable between Client and Cerner).
- Client acknowledges that Cerner is not obligated to provide the same project team members that were assigned to the project prior to the suspension.

### Dynamic Documentation Optimization Fees:

- Project Duration: ~26 weeks
- One-Time Fees:
  - o License Software: \$16,050
  - o Professional Services: \$216,932

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- Recurring Fee:
  - Software Support: \$217/mo
  - Managed Services: \$3,000/mo

**GENERAL** CONTRACTOR will provide professional services in accordance with the COUNTY PEMRS Contract number 77285

COUNTY has declined travel and requested that CONTRACTOR provide all services remotely.

**Based on the agreed upon project scope defined in this document, the cost for this project is as follows:**

**Total Licensed Software costs: One-Time: \$16,050      Annual: \$2,604**

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Licensed Software:

- Specimen Management (PA-22250): \$300
- Specimen Management Support Fee: \$60/yr
- Point of Care Specimen Collections (PH-22790): \$15,750
- Point of Care Specimen Collections Support Fee: \$2,604/yr

**Total Fixed Fee costs which includes all services (remote delivery, no travel included): \$260,582**

If COUNTY requests change in the project scope, CONTRACTOR will assess the hourly implications for the project and work with COUNTY to reach a solution. CONTRACTOR and COUNTY Project Managers will discuss and formalize the additional hours prior to any expansion of scope to include the additional work effort.

**COMPLETION CRITERIA**

This project will be considered complete upon COUNTY approval of the work and deliverables in accordance with the provision of the PEMRS Agreement # 77285.

## Chart Search

*Chart Search* allows clinicians to perform searches of structured and unstructured data in electronic medical records to find clinical information utilizing key words and related concepts. This solution supports a hierarchical method to display the most relevant data at the top of search results.

## **P2Sentinel-Security as a Service**

*P2Sentinel-Security as a Service* provides auditing capabilities that track user access to patient data in the Cerner system as well as other non-Cerner clinical applications and infrastructure systems. The default retention period is 6 years for information related to user access to sensitive information, personally identifiable information (PII), protected health information (PHI), security configurations, and system authorization records. Client determines its records retention period and may adjust the period accordingly.

## Multum Patient Specific (Facility)

*Multum Patient Specific (Facility)* is a medication safety solution which conducts core safety checks and contains referential content to support order entry, pharmacy dispensing, nurse administration, consumer education, and drug content such as dose-range checking and order sentences.



## Cerner Controlled Medical Terminology (CMT)

Cerner Controlled Medical Terminology (CMT) incorporates industry-standard medical terminology such as *Systematized Nomenclature of Medicine – Clinical Terms (SNOMED CT)*, International Statistical Classification of Diseases and Related Health Problems, 10th revision (ICD-10), Diagnosis-Related Group (DRG), *Logical Observation Identifiers Names and Codes (LOINC)*, *Diagnostic and Statistical Manual of Mental Disorders-5 (DSM-5)*, and others to enable the structured mapping of disparate terms into common nomenclatures.

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(KS-22090, KS-22090\_AED, KS-22090\_AU, KS-22090\_CA, KS-22090\_CL, KS-22090\_DE, KS-22090\_ES, KS-22090\_FR, KS-22090\_IE, KS-22090\_MIDE, KS-22090\_MX, KS-22090\_MY, KS-22090\_QAR, KS-22090\_SAR, KS-22090\_SG, KS-22090\_UK, KS-22090-ASP, KS-22090-BR, KS-22091, KS-22091\_AED, KS-22091\_AU, KS-22091\_AU-L, KS-22091\_CA, KS-22091\_CL, KS-22091\_DE, KS-22091\_DE-L, KS-22091\_ES, KS-22091\_ES-L, KS-22091\_FR, KS-22091\_FR-L, KS-22091\_IE, KS-22091\_IE-L, KS-22091\_MIDE, KS-22091\_MIDE-L, KS-22091\_MX, KS-22091\_MY, KS-22091\_QAR, KS-22091\_SAR, KS-22091\_SG, KS-22091\_UK, KS-22091\_UK-L, KS-22091-ASCN, KS-22091-BR, KS-22091-CAD-CW, KS-22091-CW, KS-22091-CWTL, KS-22091L, KS-22091LPL, KS-22091PL, KS-26970, KS-26970\_CA, KS-26970\_CA-L, KS-26970L)

**SD100176\_02**

## PowerNote Content

PowerNote Content is the content embedded in the PowerNote tool that allows physicians to document clinical encounters by selecting specific words that translate to complete sentences. Physicians can also document encounters using macros, pre-defined templates, free-text, auto-text, and dictation. PowerNote Content includes specialty-driven notes, diagnosis- and procedure-driven notes, and blank notes, allowing physicians to create notes that support his/her own workflow.

## Reference Lab Network - Non Partner Connection

Reference Lab Network – Non Partner Connection connects Clinical Data Repository facilities to reference labs that are currently not affiliated with the Cerner Reference Lab Network using a standard connection.

## Specimen Management

Specimen Management helps clients automate events of specimen collection, processing, and storage for laboratory testing. Collections are netted, or consolidated, into the fewest number of specimen labels required to perform the ordered procedures. Specimen Management documents each stage of specimen transfer, from initial collection through transport, testing, storage, retrieval, and final disposal.

## Point of Care Specimen Collections

Point of Care Specimen Collections allows the clinician to perform positive patient identification and specimen collection verification at the bedside. The solution supports both the nurse and phlebotomist workflows by providing patient-specific labels printed at the bedside after positive patient identification through the scanning of the patient wristband.

## CareAware Medical Device Integration (MDI)

*CareAware Medical Device Integration (MDI)* offers the ability to integrate data from connected laboratory instruments, such as chemistry and hematology analyzers, into the electronic health record.

## Immunization Registry Query

Immunization Registry Query facilitates the transportation of *Health Level Seven International (HL7)* standards based on real-time query and response messages between health systems and immunization registries. This allows users to query registry systems for a patient's vaccination history from within the Immunization Schedule workflow.

## Cerner Hub - Immunization

Cerner Hub - Immunization facilitates the transportation of *Health Level Seven International (HL7)* standards based on immunization messages from health systems to immunization registries and immunization information systems. The solution can receive standard or non-standard information feeds and send the information to the correct location in the appropriate format. Access to the solution infrastructure is determined by participating data sources in conjunction with the parameters set forth by the governance organization for the data exchange.



## Reference Lab Network - Partner Connection

Reference Lab Network – Partner Connection establishes the connection between a provider's laboratory information system or *PowerChart Ambulatory* and the Reference Lab Network. This connection allows providers to send reference lab procedures to all service providers connected to Reference Lab Network.

## Multimedia Management and Archival

Multimedia Management and Archival provides clients the ability to acquire, store/archive, protect, manage, and include images/multimedia into clinical workflows within various Cerner solutions.

## Cerner Interface Connection

Cerner Interface Connection provides the ability to establish a unidirectional or bidirectional interface between the Cerner electronic health record and an external system. These interface connections are often supported via *Health Level Seven International (HL7)*; other standards may be supported.

## SOLE SOURCE CHECKLIST

Department Name: County of Los Angeles Probation Department

☐ New Sole Source Contract

☒ Existing Sole Source Contract      Date Sole Source Contract Approved: June 1, 2010

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
<input checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input checked="" type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input checked="" type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input checked="" type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input checked="" type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Rene C. Phillips

Digitally signed by Rene C. Phillips  
Date: 2023.03.29 18:10:00 -07'00'

Chief Executive Office

Date