



**PUBLIC SAFETY CLUSTER
AGENDA REVIEW MEETING**

DATE: Wednesday, April 19, 2023
TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996
ID: 169948309# [Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A.** Board Letter:
APPROVAL OF EXPENDITURE INCREASE TO CONTRACT NO. 78808 WITH PRATT & WHITNEY ENGINE SERVICES INC., FOR REPAIR, OVERHAUL, AND EXCHANGE OF THE DISTRICT'S PT6T-3 SERIES ENGINES, BELL HELICOPTER ENGINES, AND ENGINES ACCESSORIES
Speaker(s): Thomas Ewald and Dennis Blumenthal (Fire)
- 4. PRESENTATION/DISCUSSION ITEM(S):**
 - A.** Board Letter:
ACCEPT 2022 URBAN AREA SECURITY INITIATIVE GRANT FUNDS
Speaker(s): Craig Hirakawa (CEO)

Wednesday, April 19, 2023

- B.** Board Letter:
AMENDMENT TO SOLE SOURCE AGREEMENT 77285 WITH CERNER CORPORATION TO PROVIDE A PROBATION ELECTRONIC MEDICAL RECORDS SYSTEM
Speaker(s): Robert Smythe and Jim Green (Probation)
- C.** Board Briefing:
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING
Speaker(s): Danielle Vappie (COC)
- D.** Board Briefing:
OFFICE OF INSPECTOR GENERAL MONTHLY STATUS AND CUSTODY BRIEFING
Speaker(s): Max Huntsman (OIG)

5. PUBLIC COMMENTS

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Demetra Johnson, et al. v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. 19STCP04664

Department: Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Government Code Section 54956.9(a))

Larry Trujillo v. County of Los Angeles, et al.

United States District Court Case No. 2:14-cv-05431 PSG (MWR)

Department: Sheriff's

CS-3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Government Code Section 54956.9)

Estate of Joseph Gama v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. BC628822

Department: Sheriff's

6. ADJOURNMENT

Wednesday, April 19, 2023

7. UPCOMING ITEMS:

- A.** Board Letter:
FIRE STATION 20 – TENANT IMPROVEMENTS PROJECT, CAPITAL PROJECT
NO. 89280
Speaker(s): Tom Brown (Fire) and Thomas DeSantis (ISD)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY
CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE
AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,
the Environment, and Property"*

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov



BOARD OF SUPERVISORS

JANICE HAHN, CHAIR
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FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

May 2, 2023

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

Dear Supervisors:

APPROVAL OF EXPENDITURE INCREASE TO CONTRACT NO. 78808 WITH PRATT & WHITNEY ENGINE SERVICES, INC., FOR REPAIR, OVERHAUL, AND EXCHANGE OF THE DISTRICT'S PT6T-3 SERIES ENGINES, BELL HELICOPTER ENGINES, AND ENGINES ACCESSORIES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to increase the maximum annual contract sum for the District's contract number 78808 with Pratt & Whitney Engine Services, Inc. (Pratt & Whitney) for the current contract year, Fiscal Year (FY) 2022/23. The increase is necessary to allow for current expenditures projected for this fiscal year.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve an increase of \$100,000 to the maximum annual contract sum for the District's contract number 78808 with Pratt & Whitney for the current contract year (FY 2022/23). This increase will raise the maximum annual contract sum for FY 2022/23 from \$750,000 to \$850,000.
2. Find that this contract is still exempt from the provisions of the California Environmental Quality Act (CEQA), as previously determined on May 1, 2018.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve an increase to the maximum annual contract sum for FY 2022/23 to the Board approved Contract No. 78808 with Pratt & Whitney. The Contract with Pratt & Whitney is required in order to comply with mandatory repairs and/or overhauls to the Pratt & Whitney PT6T-3/6 series engines that are utilized on the Districts' fleet of Bell 412 Helicopters.

The current spending authority is sufficient to fund all current work authorizations, however, the Air Operations Maintenance Section is scheduled for one Power Section overhaul at a capped price of \$415,000 and one Combining Gearbox overhaul at a capped price of \$290,000. When factored with already expended contract authority, completing these overhauls will exceed the current maximum annual contract sum of \$750,000 for FY 2022/23; therefore, an increase to the annual contract sum is necessary for FY 2022/23.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The District's Fiscal Year 2022-23 Final Adopted Budget includes sufficient funding for the increased expenditure amount.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 1, 2018, your Board approved contract number 78808 with Pratt & Whitney with a maximum annual contract sum of \$750,000. Approval of the recommended increase will allow the District to expend a maximum annual contract sum of \$850,000 for the current contract year (FY 2022/23). The increase will help reduce the substantial financial impact that would otherwise affect the beginning of the new contract and fiscal year.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract do not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b)(3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District's contract number 78808 with Pratt & Whitney was approved by your Board on May 1, 2018.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow the District to continue to repair, overhaul, and exchange services for its Bell 412 helicopters and PT6T-3 series engines and engine accessories. This is critical for the District's ability provide fire suppression, disaster response and recovery, and emergency medical responses throughout Los Angeles County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped copy of the Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.Martin@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:db

Attachments

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

May 2, 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:

ACCEPT 2022 URBAN AREA SECURITY INITIATIVE GRANT FUNDS (ALL DISTRICTS) (3 VOTES)

SUBJECT

Board approval is requested to find the proposed actions do not constitute a project or are exempt under the California Environmental Quality Act (CEQA) and accept the County of Los Angeles' (County) allocation of the 2022 Urban Area Security Initiative Grant (UASI) funds to enhance the capacity of State and local agencies to respond to incidents of terrorism as well as natural disasters. The enhancements are provided through coordinated training, exercises, equipment acquisition, and technical assistance.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County activities to be funded with the 2022 UASI funds from the Federal Department of Homeland Security (DHS) as distributed through the Los Angeles/Long Beach Urban Area (LA/LBUA) do not constitute projects under CEQA or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed activities;
2. Accept \$9,590,672 in 2022 UASI Grant funds under Assistance Listing Number 97.067 from DHS as distributed through the LA/LBUA with a Performance Period of September 1, 2022 to May 31, 2025, and approve the allocation of such funds

"To Enrich Lives Through Effective And Caring Service"

as set forth in the Attachment hereto;

3. Authorize the County's Purchasing Agent to proceed with the solicitation and purchase of capital assets which are in excess of \$250,000 with two weeks advance notice to the Board of Supervisors (Board); and
4. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute the UASI subrecipient agreement with the City of Los Angeles and all future amendments, modifications, extensions, and augmentations as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS has released UASI Grant funds to selected jurisdictions, including the LA/LBUA which is administered by the City of Los Angeles. The LA/LBUA, which includes the County, the Cities of Los Angeles and Long Beach, and thirteen other participating jurisdictions, received a 2022 UASI Grant award totaling \$54,753,330. The County's allocation of the 2022 UASI Grant award is \$9,590,672 and is detailed in the Attachment.

These UASI Grant funds are proposed for allocation to address the unique equipment, training, planning, and exercise needs of large urban areas associated with addressing threats or acts of terrorism.

Approval of the recommended actions will find the County activities proposed to be funded through the 2022 UASI Grant are not projects or, in the alternative, are exempt under CEQA; accept the Grant funds and approve the allocation thereof; authorize the County's Purchasing Agent to proceed with the capital asset purchases in excess of \$250,000 with two weeks advance notice to the Board, and delegate authority to the Chief Executive Officer to execute the appropriate documents.

Implementation of Strategic Plan Goals

The recommended actions support Goal III, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The UASI Grant is fully funded by DHS through the California Governor's Office of Emergency Services (Cal OES). There is no matching fund requirement or impact on net County cost.

The following County departments will receive funding for the proposed specific projects as detailed in the Attachment: Fire (\$245,000), Health Services (\$697,558), Public Health (\$374,524) and Sheriff (\$8,273,590). The funding needed for Fiscal Year 2023-24 will be requested during the Fiscal Year 2023-24 Supplemental Budget Phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal OES has provided the County Operational Area with specific guidelines for the administration, management, and utilization of the UASI Grant. These guidelines detail all activities and expenditures that are eligible for reimbursement.

ENVIRONMENTAL DOCUMENTATION

The proposed County activities to be funded as identified in the Attachment do not constitute projects pursuant to CEQA because they are excluded from the definition of a project by Public Resources Code section 21065 and section 15378(b)(2)(4) and (5) of the State CEQA Guidelines on the basis that they are continuing administrative or organizational activities of government that will not result in direct or indirect physical changes in the environment and/or include the creation of a government funding mechanisms or other government fiscal activities; which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the proposed County activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in section 15301(a) and (d) and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. The County activities to be funded will result in negligible or no expansion of use. In addition, based on the records of the proposed exempt activities, the exempt County activities will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Each subrecipient is required to comply with CEQA, as applicable, to be reimbursed with grant funds. To the extent there are any changes proposed to the activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings which may be necessary under CEQA. Chief Executive Office staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

CONTRACTING PROCESS

The UASI subrecipient agreement with the City will be entered into and administered by the Chief Executive Officer under delegated authority as approved by the Board. Prior to execution, the agreement will be reviewed and approved as to form by County Counsel.

The acquisition of capital asset equipment costing over \$250,000, as identified in the Attachment, is under the statutory authority of the County's Purchasing Agent and will be requisitioned, solicited, and purchased in accordance with County Purchasing Policies and Procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This UASI Grant provides funding to the County for planning, equipment, training, and program management and administration for emergency prevention, preparedness, and response personnel. The UASI Grant will have a positive impact on current services by improving and enhancing the County's ability to mitigate threats and incidents of terrorism.

CONCLUSION

Upon execution by the Board, please send a copy of the adopted Board letter to the Chief Executive Office - Homeland Security Grants Administration for processing.

Sincerely,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC
CH:MT:ar

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Sheriff
Fire
Health Services
Public Health

2022 URBAN AREA SECURITY INITIATIVE
ALLOCATION TO COUNTY DEPARTMENTS

<u>Department</u>	<u>Project Description</u>	<u>Amount</u>
Fire	Joint Regional Intelligence (JRIC) Officers	\$ 245,000
Health Services	Space Lease for Equipment Storage; Ventilator Stands/Carts; Radiological Countermeasures	\$ 697,558
Public Heath	Mass Spectrometer Equipment to Enhance Public Health Capabilities	\$ 374,524
Sheriff	Network Infrastructure Upgrade; Cobwebs Technologies Platform; Southern California Situational Awareness Platform; Cell Site Simulator; LexRay Maintenance; Computers and Monitors; eGIS Portal for Mapping; Weapons of Mass Destruction Training; Ballistic Helmets; Enhanced Active Shooter Strategies Training; High Threat Disablement/Render Safe; Fusion Center Cybersecurity Software, Palantir Gotham Platform, Intelligence Analyst, and Training	\$ 8,273,590
Totals		\$ 9,590,672



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2728



KAREN L. FLETCHER
Interim Chief Probation Officer

May 2, 2023

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

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, 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

This proposed Amendment will allow Probation to continue to receive uninterrupted maintenance, support services, and hosting services for its electronic medical records system.

Respectfully submitted,

Reviewed by:

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

DRAFT

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 Nine Million One Hundred Sixty Nine Thousand Three Hundred Fourteen Dollars (\$49,169,314), 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), December 21, 2022 (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

Item	Phase 1 System Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost¹	Amendment No.
1.	PowerChart (Clinical Data Repository, PowerOrders, PowerNote)	See Attachment I	800 Full Access Users ¹ 1200 Limited Access Users ⁴	FN 1	
2.	CareNet: (Electronic Medication Administration Record (e-MAR), Clinical Documentation, PowerPlan, PowerForms, Care Compass, MPage Runtime License)	See Attachment I	800 Full Access Users ¹	FN 1	
3.	Capstone: (Registration Management, Scheduling Management)	See Attachment I	800 Full Access Users ¹ 1200 Limited Access Users ⁴	FN 1	
4.	PathNet (General Laboratory, Microbiology)	See Attachment I	800 Full Access Users ¹	FN 1	

¹ 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.

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Item	Phase 1 System Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost ¹	Amendment No.
		IF-29635 - Reference 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	Included in pricing of CPDI Bundle under Third	

Item	Phase 1 System Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost ¹	Amendment No.
			Schedule I in Exhibit D	Party Software Below	
10.	Computerized Physician Order Entry (CPOE)	See Attachment I	800 Full Access Users ¹	FN 1	
11.	Discern Expert	XX-26105	800 Full Access Users ¹	FN 1	
12.	Discern Explorer	XX-26140	800 Full Access Users ¹	FN 1	
13.	CareAware Multi-Media Foundation – Digital Objects	MM-22260	800 Full Access Users ¹	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	1 COUNTY Facility prior to Production Use

Item	Subscription-Based Phase 1 Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit
		Clinic/Surgery Center	13 COUNTY Facilities after Production Use
4.	Knowledge Solutions for Ambulatory: Pkg	KS-26810 – Knowledge Solutions for Ambulatory: Pkg	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
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Item	Phase 1 Content (Remote Hosting)	User Licenses Cost
1.	Failover Scripts	Included in Remote Hosting Services
2.	724Reorg	Included in Remote Hosting Services

Item	Optional Phase Systems Application Software Modules	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost ²	Implemented in Amendment No.
1.	Telemedicine	IC-20393 iNet Virtual	800 Full Access Users	Footnote 1 Footnote 2,	
2.	724Access Solution	724Access Solution	1 Production Domain	Footnote 1, Footnote 2	
3.	Enterprise Master Patient Index (EMPI)	CP-20746	800 Full Access Users	Footnote 2,	
4.	PowerInsight	See Attachment I	800 Full Access Users	Footnote 1, Footnote 2	14
5.	PharmNet (Outpatient Pharmacy)	See Attachment I	800 Full Access Users	Footnote 1, Footnote 2	
6.	CareAdmin	PH-22780 - Point of Care Medication Administration	800 Full Access Users	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	800 Full Access Users	Footnote 1, Footnote 2	
10.	Financials	See Attachment I	800 Full Access Users	Footnote 1, Footnote 2	

² 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 ²	Implemented in Amendment No.
		Reference Lab Network – Partner Connection			
		MD-TC04 – TelCor Quick Multi Link (QML) POC			9
		IF-29230 Orders outgoing MM-22276 Image Distribution			10
		Items part of JHIS licensed software: IF – 29650 - Unidirectional Device Interface IF – 29655 - Bidirectional Device Interface IF – 29665 - PC Encoder Interface			
13.	MDIs Licensed Software and Open Port Licensed Software	Items not part of JHIS licensed software: IF-29970 - Pyxis Medstation Interface Items part of JHIS licensed software: IF-29522 - Purchase Order Acknowledgement		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 ²	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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1	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	NA	Footnote 3
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Item	Optional Phase System Third Party Software	CONTRACTOR Solution Code	Scope of Use Limit	User Licenses Cost³	Implemented in Amendment No.
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.

³ 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.

⁴ PEMRS 700 Limited Access Licenses have been added by Amendment 11 Agreement.

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:

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

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

Restated Under Amendment No. 15

Phase 1 System Application Software Modules	CONTRACTOR Solution Code	Software Product Name
	<ul style="list-style-type: none"> • IF-29050 • IF-29220 • IF-29245 • IF-29635 • IF-29636 • IF-29275 • • MD-BY04 	<ul style="list-style-type: none"> • Appointment Notifications Incoming • Results Incoming (Discrete Data Elements) • ADT/Demographics Outgoing • Appointment Notifications Outgoing • Reference Lab Interface/One-way Workflow • Reference Lab Interface/Two-way Workflow • Billing Outgoing (Batch) • • Siemens Diagnostics Clinitek Status (Uni-dir)
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	CareAware MultiMedia Digital Objects.
Krames Patient Education Content	KS-22203	Krames HealthSheets - Outpatient Clinic-Surgery Center
Knowledge Solutions for Ambulatory	KS-26810	Knowledge Solutions for Ambulatory
CMT/CPT Codes	<ul style="list-style-type: none"> • KS-22091 • KS-22092 	<ul style="list-style-type: none"> • Cerner Controlled Medical Terminology • CPT4 Codes
Method M	MT-00001-MEM	MethodM

Optional Phase Systems Application Software Module	Solution Code	Software Product Name
Web Based Training	<ul style="list-style-type: none"> • CVU 00078 • CVU-00044 • CVU-00079 • CVU-00080 • CVU-00076 • CVU-00077 • CVU-02061 	<ul style="list-style-type: none"> • Microbiology Subscription WBT • PathNet Laboratory Management Subscription WBT • PathNet Specimen Management Subscription WBT • PharmNet Subscription WBT • PathNet Common Services WBT • PathNet General Laboratory Subscription WBT • Cerner Learning Studio
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"> • RA-22252 • RA-22254 	<ul style="list-style-type: none"> • RadNet RIS (Integrated Digital Dictation Integration Software) • Integrated Digital Dictation
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"> • MM-22271 Worklist Manager (Modality Worklist) • MM-22273 Cerner Provision Web • MM-22720 Cerner Provision Workstation 	Cerner PACS solution
Optional Phase System Interfaces identified in Attachment D (PEMRS Interfaces)	Items not part of JHIS licensed software: <ul style="list-style-type: none"> • IF-29083 • IF-29330 • IF-29970 • IF-29801 • MD-BC20 • MD-TC03 • PY-61601C • PY-61600C • PA-21006 	Items not part of JHIS licensed software: <ul style="list-style-type: none"> • Clinical Documents Medical Document Management Incoming • Clinical Documents Outgoing • Pyxis Medstation Interface • Parata Medication Packaging Interface Outbound • Beckman Coulter Act 2/Act 5 Diff (Bi-dir)

Optional Phase Systems Application Software Module	Solution Code	Software Product Name
	<ul style="list-style-type: none"> PA-21007-PKG PA-21002-PKG MD-TC04 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"> IF-29522 IF-29562 IF-29650 IF-29655 IF-29665 	<ul style="list-style-type: none"> Telcor J&J Lifescan Surestrep POC Cerner Resonance Cerner Resonance – Setup Reference Lab Network - Non- Partner Connection – Setup Reference Lab Network - Non Partner Connection Reference Lab network – Partner Connection 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"> Purchase Order Acknowledgement Purchase Order Outbound Unidirectional Device Interface Bidirectional Device Interface PC Encoder Interface
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

Optional Phase Systems Application Software Module	Solution Code	Software Product Name
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

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						
1.3 (Key)	Project Control Document (PCD)	\$84,000				\$8,400	\$75,600
			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						

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		
3.2	Clinical and Business Processes Analysis						
3.3 (Key)	Conceptual Design Document	\$158,760				\$15,876	\$142,884
			4.1	CONTRACTOR Tested and Certified Build Domain	\$400,000	\$40,000	\$360,000
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)	CONTRACTOR Installed, Tested and Certified Phase	\$158,760				\$15,876	\$142,884

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 System Application Software Modules						
			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)	Design Documentation for each Phase 1 System Application Software Module	\$981,011				\$98,101	\$882,910
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,	\$241,500		\$241,500

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		
				Remote Hosting Services			
6.2.1	Integration Test Plans and Test Scripts for the Phase 1 System						
6.2.2 (Key)	Successful Integration Test Results for the Phase 1 System	\$245,253				\$24,525	\$220,728
			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						
			6.3.3	CONTRACTOR Certification of Fifth Quarter Remote Hosting Services	\$241,500		\$241,500

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		
6.4.1	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)	Successfully Conducted User Acceptance Testing of the Phase 1 System	\$158,760				\$15,876	\$142,884
6.7 (Key)	Production Use of the Phase 1 System at all COUNTY Facilities (Sum of Holdback Amounts for Remote Hosting Service Initiation Fee)	\$40,000					\$40,000
6.8	Post-Implementation Review Report for the Phase 1						

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		
	System						
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						

¹ 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		
	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						
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						
7.2.2 (Key)	Successful Integration Test Results for each Optional Phase System						
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						

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		
7.4.1	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						
7.6 (Key)	Successfully Conducted User Acceptance Testing of Each Optional Phase System						
7.7	Production Use of each Optional Phase System at all COUNTY Facilities						
7.8	Post-Implementation Review Report for each Optional Phase System						
7.9 (Key)	Production Use of each Optional Phase System for Thirty (30) Consecutive Days with No Deficiencies at all COUNTY Facilities						
8.1	Documented Technical Configuration and Plan for the						

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 Use of the 724Access Application Software Module ²						
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						
8.6 (Key)	Operational 724Access for the Production Domain						
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						

² 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		
	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						
11.2 (Key)	CONTRACTOR Tested and Certified Production Domain	\$158,760				\$15,876	\$142,884
12.1	RESERVED						
12.2	RESERVED						
13.1	Operational Readiness Test Plan						
13.2	Documentation of Operational						

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		
	Readiness Tests Results and 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 ³						
15.2	Built and Tested Custom Programming Modifications and Additional Interfaces						
15.3	Production Use of Custom Programming Modifications and Additional Interfaces						
	Sum of Deliverables	\$4,031,125			\$1,607,500	\$411,466	\$5,227,159
	Aggregate System Maintenance Fees ⁴	\$1,565,649					

³ 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.

⁴ 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		
	Aggregate Remote Hosting Services Fees ⁴	\$5,968,519					
	Aggregate Upgrades Implementation Services Fees ⁴	\$501,078					
	Aggregate Application Management Services Fees ⁴	\$2,404,579					
	Aggregate P2Sentinel Security Services Fees ⁴	\$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					

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 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			
	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			

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's Acceptance of the following Deliverables:			
2.1 (Key)	Amendment No. 14 – ePrescribe and ePrescribe Controlled Substances Project Kickoff Event	\$40,888					
7.1.1 (Key)	Amendment No. 14 – ePrescribe and ePrescribe Controlled Substances Design Documentation for Optional System Application Software Module	\$40,888					
7.2.2 (Key)	Amendment No. 14 – ePrescribe and ePrescribe Controlled Substances Successful Integration Test Results for Optional Phase System	\$40,888					
7.9 (Key)	Amendment No. 14 – ePrescribe and ePrescribe Controlled Substances Production Use of Optional	\$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		
	Phase System						
	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 rd Party Sublicensed Software – Fees begin to accrue upon delivery and are invoiced according to the Agreement			
2.1 (Key)	Amendment No. 14 – PowerInsight Implementation Project Kickoff Event	\$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		
7.1.1 (Key)	Amendment No. 14 – PowerInsight Implementation Design Documentation for Optional System Application Software Module	\$21,885					
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			

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		
				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 Documentation for Optional System Application Software Module	\$10,286					
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	\$1,500		Aggregate Maintenance and Support for PowerInsight			

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		
	Second Extended Term*			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 Bar Demographics Design Documentation for Optional System Application Software Module	\$50,042.50					
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	\$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		
	Use of Optional Phase System						
	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					
	Amendment 15 – Chart Search Implementation Fees	\$10, 000		Implementation fees for Chart Search			

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 – 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	\$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		
	Upgrade Implementation						
6.1.1 (Key)	Amendment No. 15 – iBus Upgrade Implementation Design Documentation for Optional System Application Software Module	\$6,663.75					
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	\$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		
	System Application Software Module						
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 Production Use of Optional Phase System	\$58,245.50					
	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					

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		
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			
	Contract Sum	\$46,460,866					

*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:

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

“2nd 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®¹ 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

¹ 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, troubleshooting, 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 December 21, 2022, 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.
- (4) For each Optional Phase System that is implemented after the effective date of Amendment Number Fifteen to the Agreement, monthly Upgrade Implementation Services 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 Upgrade Implementation Services fees for each Optional Phase System shall be in accordance with 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. 2nd Level Help Desk Services for preventive and troubleshooting activities that cannot be resolved locally by COUNTY's 1st 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) 2nd 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 ("2nd Level Help Desk Services"). In respect to the 2nd 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 ("1st 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>
	Immediate	
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
	High	
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
	Moderate	
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>
4	Minor 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.
- (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).

SCHEDULE II
SYSTEM MAINTENANCE FEES
[see attached]

SCHEDULE III

REMOTE HOSTING SERVICES AND P2SENTINEL SECURITY SERVICES FEES

[see attached]

SCHEDULE IV

UPGRADES IMPLEMENTATION SERVICES FEES

[see attached]

SCHEDULE V

APPLICATION MANAGEMENT SERVICES (AMS) FEES

[see attached]

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 ⁹	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750
1	PowerChart (Clinical Data Reposi- tory, PowerOrders, PowerNote) – Full Access Users ¹	Footnote 1									
2	PowerChart (Clinical Data Reposi- tory, PowerOrders, PowerNote) – Limited Access Users ²	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 ¹	Footnote 1									
4	Capstone (Registration Manage- ment and Scheduling Management) ¹	Footnote 1									

[illegible]

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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) ⁴	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 5	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 ⁶	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 ⁶	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) ⁷	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) ⁷	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 ⁷	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) ⁸	60.00	60.00	60.00	60.00	60.00	61.80	63.65	65.56	67.53	69.56
	Subtotal Phase 1 System Maintenance Support Fees¹	\$16,552	\$16,841	\$17,139	\$17,446	\$17,762	\$18,090	\$18,427	\$18,775	\$19,133	\$19,501

¹ 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.

² As of June 1, 2023 solution code ZZZZZZ will not be renewed.

³ 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 I.B.(2) of this Exhibit D.

⁴ 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

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

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

7 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,

8 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. To extend beyond initial term will require a quote to determine renewal fees not to exceed 20% per renewal period.

9 License Transfer of former JHIS licenses. Contains #XX Licenses for \$2,750 per month effective XX-XX-XX

Fees above include a 3% annual increase. If the term of the Agreement is extended beyond the Initial Term 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) ¹⁰	\$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 ¹¹	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
	Subtotal Phase 1 System Third Party Maintenance Support Fees¹	6,327.49	6,327.49	6,327.49	6,327.49	6,327.49	6,517.31	6,712.83	6,914.22	7,121.64	7,335.29

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

¹⁰ Sublicense Software Maintenance 24x7 M-Su Phone Support:MNT: AX TO CAMM 50-100 within the Cerner Pro Vision Document Imaging will continue for an initial term of 60 months. To extend beyond initial term will require a quote to determine renewal fees not to exceed 20% per renewal period..

¹¹ Business Objects Runtime Sublicense Software Support term and fee to begin on Shipment of Sublicense Software to continue for a term of 60 months. **To extend beyond initial term will require a quote to determine third party renewal fees.**

* Assumes 24x7 M-Su Phone Support:MNT: AX TO CAMM 50-100 will continue to renew after initial 60 month terms, however will require a quote to determine renewal fees. To extend beyond initial term will require a quote to determine third party renewal fees not to exceed 20% per renewal period.

Item	Phase 1 Subscription Based Application Software Module	Monthly									
		3rd Extended Term					4 th Extended Term		5 th 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
	Subtotal Term-Based License and Support Phase 1 System	\$10,948	\$11,277	\$11,614	\$11,962	\$12,322	\$12,692	\$13,073	\$13,466	\$13,868	\$14,284

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 th Extended Term			5 th 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 11									
2.	724Access Solution	Footnote 11									
3.	Enterprise Master Patient Index (EMPI)	Footnote 11									
4.	PowerInsight	Footnote 1, 11									
5.	PharmNet (Outpatient Pharmacy)	Footnote 1, 11									
6.	CareAdmin	Footnote 11									
7.	Radiology Dictation	Footnote 11									
8.	eSignature (Patient Electronic Signature)s	Footnote 11									
9.	Cerner Picture Archiving and Communications System (PACS)	Footnote 11									
10.	Financials	Footnote 1, 11									
11.	Millennium LDAP Authentication Pass- through	Footnote 11									
12.	Parata Medication Packaging Interface Outbound	Footnote 11									
14.	Specimen Collection Software Support ¹²	\$215.06	\$221.51	\$228.16	\$235.00	\$242.05	\$249.31	\$256.79	\$264.50	\$272.43	\$280.60
	Subtotal Optional System Maintenance and Support Fees	\$9,590	\$9,879	\$10,174	\$10,478	\$10,794	\$11,118	\$11,451	\$11,795	\$12,148	\$12,513

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 the Initial Term 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

¹¹ 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.

¹² 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) ^{9 1}	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 ¹⁰	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 ²	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 ³	518.00	533.54	549.55	566.03	583.01	600.50	618.52	637.07	656.19	675.87
	Total Remote Hosting Services and P2Sentinel Security Services Fees	123,299.53	126,998.52	130,808.47	134,732.73	138,774.71	142,937.94	147,226.09	151,642.87	156,192.16	160,877.92

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.

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

² Specimen Collection Manage Services term and fee to begin on **June 1, 2023**

³ 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 4th and 5th 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 th Extended Term			5 th 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 ¹	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

¹ Upgrade Center Professional Services term and fee to begin on Acceptance estimated to be **March 1, 2024**

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 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	Application Management Services ¹	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 ²	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	-	-	-	-	-
	Total Application Management Services	48,207.88	49,614.13	51,062.56	52,554.45	54,091.09	54,340.83	55,971.06	57,650.19	59,379.70	61,161.09

¹

² Application Management Services - PowerInsight term and fee to begin on Acceptance estimated to be **October 1, 2023**

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ 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>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ 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.
	➤ 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.
	➤ 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.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ 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.

Chief Executive Office

Date