SAN BERNARDINO COUNTY

Contract Number	
23-341 A-1	
SAP Number	

Arrowhead Regional Medical Center

Department Contract Representative	William Gilbert
Telephone Number	(909) 580-6150
Contractor	Tegria Services Group – US, Inc.
Contractor Representative	Brian Cahill
Telephone Number	(608) 621-5300
Contract Term	May 23, 2023 – May 22, 2028
Original Contract Amount	NTE$1,600,000
Amendment Amount	(included in NTE)
Total Contract Amount	NTE$1,600,000
Cost Center	

 IT IS HEREBY AGREED AS FOLLOWS*:*

AMENDMENT NO. 1

This Amendment No. 1 (this "Amendment") dated July 25, 2023 is made by and between Tegria Services Group – US, Inc. (Contractor), and San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") and modifies the terms to agreement executed between the parties as of May 23, 2023 ("Contract").

1. Add the attached Statement of Work to the Contract as Exhibit D-2, Statement of Work – Cloud Hosting, as fully set forth therein.

2. Add as Section B.52, the following:

   B.52   Campaign Contribution Disclosure (SB 1439)

   Contractor has disclosed to the County using the Form provided, Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract. In the event

of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than $250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

3. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.

4. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Addendum, as applicable.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

(Print or type name of corporation, company, contractor, etc.)

► _____

Dawn Rowe, Chair, Board of Supervisors

By ► _____
  (Authorized signature - sign in blue ink)

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name _____
  (Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
  (Print or Type)

By _____
  Deputy

Dated: _____

Address _____

_____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Bonnie Uphold, Supervising Deputy County Counsel	► _____	► _____ William L. Gilbert, Director
Date _____	Date _____	Date _____

Tegria

STATEMENT OF WORK
TEGRIA SERVICES GROUP – US, INC.
CLOUD HOSTING

Submittal

Pursuant to the Agreement fully executed on May 23, 2023 (the "Agreement"), entered into between Tegria Services Group – US, Inc. ("Consultant" and herein "Contractor") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("County" and herein "Customer") for the provision of professional clinical informatics staffing services and certain deliverables, the Parties hereby enter into this Statement of Work ("SOW"), including Schedules A and B hereto. Customer and Contractor may be referred to herein as the "Parties". Either Party may terminate this SOW for any reason with thirty (30) days written notice to the other Party. Additionally, Customer may terminate this SOW immediately upon notice to Contractor in the event that the Project Team provided by Contractor engages in conduct which, in the reasonable determination of Customer, jeopardizes the health and safety of Customer's patients, employees, visitors, or agents, or jeopardizes Customer's accreditation status or licensure.

This SOW may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same document. The Parties shall be entitled to sign and transmit an electronic signature of this SOW (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed SOW upon request.

Dated submitted: _____

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

By: _____

Acceptance

Pursuant to the Agreement, Contractor hereby accepts this SOW.

Date Accepted: _____

TEGRIA SERVICES GROUP - US, INC.

By: _____

Tegria

SCHEDULE A

CLOUD HOSTING OVERVIEW

This Schedule A sets forth the overview of Cloud Hosting to be performed and SOW terms in accordance with the Agreement which are more specifically described in the attached Schedules B, C, and D and Exhibits 1, 2 and 3.

1. **Cloud Hosting Support Services Overview**. Contractor Cloud Hosting ("Cloud Hosting") is a fully managed service supporting the defined systems in the target cloud platform. The Cloud Hosting service includes all of the servers, storage, and other systems as detailed in Exhibit 2. All backup and disaster recovery is also included based on the tier level listed below, and includes Contractor management of the technology infrastructure, operating systems and associated patching, network components up to the demarcation routers/firewalls at Customer's location, load balancers, client access systems, Internet connectivity for Internet facing systems, Active Directory environment for the hosted systems as applicable, and coordination with Customer's internal Information Technologies ("IT") teams for application maintenance and infrastructure technology support of the environment. Contractor will provide Customer with the following services which are collectively provided under Contractor's Cloud Hosting Support Services program:

   1a. **Cloud Hosting:** Contractor will provide Customer Cloud Hosting as defined in Schedule C and Exhibit 1.

2. **Cloud Hosting Periods**. Cloud Hosting Support Services shall occur over one (1) period, the "Services Period", as set forth below. Contractor shall provide these services remotely.

3. **Term**. Contractor shall provide Cloud Hosting Support Services to Customer during the Term of the Agreement as set forth in Section C.

4. **Termination for Convenience.** Customer reserves the right to terminate this SOW, for any reason, with a thirty (30) day written notice of termination as outlined under Section B.39 of the Agreement.

5. **SOW Precedence.** In the event of a conflict between this SOW and the terms agreed to under the Agreement, the terms of the Agreement shall prevail.

6. **Notices.** The following contact person for receiving notices under the Agreement and this SOW will be:

   6a. **Customer Contact Person.**
   San Bernardino County
   Attn: Hospital Director
   400 North Pepper Street
   Colton, CA 92324

   6b. **Contractor Contact Person.**
   Tegria Services Group – US, Inc.
   Attn: Contracting Department
   1255 Fourier Drive, Suite 101
   Madison, WI 53717
   tsg-contracting@tegria.com

Tegria

7. Contractor shall ensure that the Project Team provided under this SOW fully understands and acknowledges that by providing services under this SOW, the Project Team members are not employees of Customer for any purpose, and that any and all salary and benefits will be provided by Contractor, and not Customer. Contractor will make all appropriate tax, social security, Medicare and other required withholding deductions and payments required by state and federal laws, will provide worker's compensation insurance coverage for the Project Team members, and will make all appropriate unemployment tax payments as required by applicable law.

8. In addition to all other requirements specified herein, the Project Team members provided under this SOW shall:

   8a. At all times, comply with all policies and procedures of Customer while performing services under this SOW.

   8b. Maintain all applicable certifications, licenses, and/or permits in good standing which may be necessary to perform services under this SOW.

   8c. Must have passed a background check, including criminal and sexual offense, performed at Contractor's expense. Unacceptable hits as part of the criminal background check include, but are not limited to: murder, sexual offenses/misconduct, physical abuse, misdemeanor or felony fraud, misdemeanor or felony theft, misdemeanor or felony involving weapons/violence/cruelty, assault, felony possession or furnishing (without rehabilitation certification), pending charges, multiple charges – two or more of the same or different nature, multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates, recent DUI charges –those which have occurred within the last 24 months, and dismissed charges for which the people have presented a reasonable argument to the court against dismissal. Additionally, the background check must include confirmation of education, employment, drug and alcohol screening and verification of references. The background check must be dated within six (6) months of the date the Project Team commences services under this SOW at Customer.

   8d. Not be excluded, debarred, or suspended from receiving state and/or federal funded health care program payments. Contractor shall notify Customer immediately (within 24 hours) of being notified that the Project Team is or will become excluded or suspended under federal or state funded health care programs or that any action will be taken by an agency of the federal or state government barring the Project Team from providing goods or services for which federal or state funded health care program payment may be made.

   8e. Have a clean, legible copy of a Social Security Card or Social Security Administration Abstract.

   8f. Must provide proof of TB testing, Hepatitis B, Influenza and COVID-19 vaccinations, or a valid exemption as permitted by Customer policies.

   8g. Assume responsibility for the use and return of the County-issued identification badge and any assigned keys or key cards. Any and all badges, keys, and key cards issued to the Project Team member by Customer shall remain the property of Customer and shall be returned upon demand, or the earlier of termination of assignment or the termination/expiration of the SOW. Contractor will be assessed one hundred dollars ($100.00) for each item that is not returned by Project Team member to Customer and may be further assessed the actual cost to re-key the building(s), keying system(s), or locks. If the badge, key, or key card is lost or stolen, the Project Team member shall notify Customer immediately of the loss, where the loss occurred, date and time loss was discovered, actions to recover the lost item and actions taken to prevent future loss.

Tegria

SCHEDULE B

Cloud Hosting

COMPENSATION

This Schedule B sets forth the Cloud Hosting Support Services compensation and Project Reimbursements payable by Customer to Contractor for the services described in Schedule A and Schedule C as well as the methods for calculating the amounts payable to Contractor for performing the Cloud Hosting Support Services and fulfilling its obligations under the Agreement (collectively, the "Permitted Charges").

1. **Cloud Hosting Implementation Fee.** Contractor's fee for implementing/migrating Customer MEDITECH environment to one of Contractor's data centers. This fee will be billed and payable upon successful migration, (as applicable) as set forth in Table 1 below.

Table 1

Implementation Fees	
Cloud Hosting Support Services	**Cost**
One Time System Consolidation and Migration Fee for MEDITECH	$ 88,000.00
Total	**$ 88,000.00**

2. **Cloud Hosting Support Services Monthly Fee ("Service Fee").** Contractor's fee for providing Cloud Hosting Support Services to Customer ("Service Fee") shall begin at the start of the Services Period and shall continue for the duration of the Initial Term as set forth in Tables 2 and 3 below. In consideration of the provision of Cloud Hosting Support Services pursuant to this SOW, and upon receipt of an invoice from Contractor, Customer will pay the monthly Service Fee as described in Table 2 below:

Table 2

Project Service	Qty	Price/Unit	Estimated Total Price	Unit Description
Cloud Hosting Support Services				
Production Hosting Fee – Server, Storage, Network - 60 month term		$19,852.68/month	$19,852.68	Monthly charge
Infrastructure for Initial 200 concurrent Citrix users – 60 month term	Up to 200 Users	$2,367.65/month	$2,367.65	Monthly charge
Monthly Telecommunications Circuit Fee to Central Site (100 mb)		$1,500.00/month	$1,500.00	Monthly charge

Table 3.

Project Service	Year 1	Year 2	Year 3	Year 4	Year 5
Cloud Hosting Support Services	$372,643.96	$284,643.96	$284,643.96	$284,643.96	$284,643.96

Tegria

3. **Timeline Validity of Service Fees.** Per Service Fees as outlined in <u>Tables</u> 1, 2 and 3 of this SOW are in US Dollars and are valid for thirty (30) days from date submitted to Customer.

4. **Travel Expenses.** All travel will be pursuant to <u>Section F.8</u> of the Agreement and be agreed to in advanced by Customer. Contractor shall adhere to the Customer's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to the Agreement and for which reimbursement is sought from the Customer. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

5. **Invoicing and Payment.** The Implementation Fee goes into effect upon the commencement of the Implementation Period. Customer will pay all invoices submitted by the fifteenth (15th) day of each month for Services performed during the previous month and in accordance with the terms set forth in <u>Section D.2</u> of the Agreement. Payment schedule for Services Fees will be billed as:
   a. Any one-time fees will be billed upon SOW signing.
   b. Telecommunications circuits, if procured by Contractor, will be billed upon acceptance of the circuit by both Parties.
   c. Any three-tier client access solution fees will be billed upon acceptance by both Parties.
   d. Production Cloud Hosting fees will be billed beginning month of migration acceptance by both Parties.

Tegria

SCHEDULE C

Cloud Hosting

SCOPE OF SERVICES

This <u>Schedule C</u> sets forth the Cloud Hosting Support Services to be performed in accordance with the Agreement.

1.   **<u>Cloud Hosting</u>**. Contractor shall provide the following Support Services for Customer. Contractor shall provide these services remotely.

 1.1   **Cloud Hosting.** Contractor shall:

  a. Provide a consolidation of the existing MEDITECH Client / Server environment to a smaller number of resources, per MEDITECH's Consolidation Snapshot-<u>Exhibit 3.</u>
  b. Migrate the consolidated environment to a Tegria data center.
  c. Provide the following Cloud Hosting Support Services:
   i.   Management of all servers and storage in the consolidated MEDITECH environment.
   ii.   Monthly OS patching of all systems in the consolidated MEDITECH Environment.
   iii.   Monitoring and break/fix support for all systems in the consolidated MEDITECH environment.

  d. Provide in-scope Support:
   i.   Provide project management – Management of project scope, timelines, and resource utilization against budget. Attend project meetings and coordinate Contractor resources for the project.
   ii.   Perform a consolidation of the MEDITECH hosts per the guidance provided by MEDITECH and Customer.
   iii.   Execute one or more test migrations to validate duration of downtime, ensure systems restart as planned, and identify any areas requiring additional attention and focus.
   iv.   Provide hosting services to Customer for their MEDITECH environment as detailed in the consolidation project.
   v.   Provide daily system backups of the MEDITECH File Servers and Data Repository using a MEDITECH-certified backup solution writing to a disk-based backup system. Contractor will maintain thirty-four (34) copies on site at the hosting data center and will also replicate a copy offsite to another geographically diverse data center. We will maintain a backup rotation policy, which will provide up to 34 copies of the data using the recommended backup rotation schedule defined by MEDITECH.
   vi.   Maintain all infrastructure used in the hosting of the MEDITECH systems in a manner consistent with industry best practices and published MEDITECH best practices. This is to include upgrades, patches, and other general infrastructure maintenance.
   vii.   Manage and maintain MEDITECH services, roles, and functions as required at the Windows OS level. This would include printer server builds and support.
   viii. Participate in conference calls and meetings to discuss systems, project meetings, and to respond to information requests.

ix.   Configure the hosting environment according to industry and published
        MEDITECH best practices.
        - Network Infrastructure
        - SAN Storage
        - VMWare ESXi Host Environment
        - Base Windows OS - including all MEDITECH Specific
          configurations - For MEDITECH (and/or ancillary) servers
          identified in the Hardware Snapshot and supporting documents
        - Citrix Environment - including MEDITECH Application install,
          publishing, updating; MEDITECH Document Manager
          configuration, and Printer Redirection
        - Hosting Active Directory environment, to Include DNS
          configuration, MEDITECH Admin account creation and trust to
          Customer Active Directory

x.   Maintain all infrastructure used in the hosting of the MEDITECH systems in a
        manner consistent with industry best practices and published MEDITECH
        best practices. This is to include upgrades, patches, and other general
        infrastructure maintenance of the items listed below:
        - Network Infrastructure
        - SAN Storage
        - VMWare ESXi Host Environment
        - Hosting Active Directory environment, to Include DNS
          configuration, MEDITECH Admin account creation, and trust to
          Customer Active Directory
        - Citrix Environment - including MEDITECH Application install,
          publishing, updating; MEDITECH Document
        - Manager configuration, and Printer Redirection

xi.   Provide 24 x 7 x 365 monitoring and support for the entire hosted
        environment to include the underlying infrastructure of the items listed below:
        - Network Infrastructure
        - SAN Storage
        - VMWare ESXi Host Environment
        - Base Windows OS - including all MEDITECH-specific
          configurations - For MEDITECH servers identified in the
          Hardware Snapshot
        - Citrix Environment - including MEDITECH Application install,
          publishing, updating; MEDITECH Document Manager
          configuration, and Printer Redirection
        - Hosting Active Directory environment, to Include DNS
          configuration, MEDITECH Admin account creation, and trust to
          Customer Active Directory
        - Base OS and system build out for Dr First and IMO servers. The
          specifications for these servers are an estimate and may be revised
          once Customer contracts for these third-party systems and receives
          a hardware specification for those systems

xii.   Establish a Direct Carrier based Network connection between Customer and
        the Contractor Data Center as a primary connection.

xiii.   Establish an Internet-based VPN connection between Customer and the
        Contractor Data Center as a backup connection in the event that the primary
        circuit fails.

xiv. Establish a MEDITECH Secure Connect connection between Contractor and MEDITECH in support of MEDITECH connecting to the hosted MEDITECH environment.

xv. Ensure Hosting Environment meets or exceeds MEDITECH requirements for hosting partners, as currently audited annually by Securance Consulting.

xvi. Provide Customer full access within MEDITECH application suite.

e. Meet or exceed Service Measures set forth in <u>Exhibit 1</u>.

f. Manage team members by a Contractor Client Engagement Manager, responsible for overseeing all aspects of each Project, including onboarding, day-to-day coordination, identifying process improvements, provide progress reporting, escalating high-priority issues/concerns, and serving as primary point of contact for Customer application support managers. In addition, the Client Engagement Manager will schedule monthly status calls with Customer to review metrics and upcoming needs.

g. Add additional team members if doing so is required to meet the Service Measures in <u>Exhibit 1</u>. Contractor will use commercial reasonable efforts so all team members shall remain engaged on the Project for a minimum of three (3) months except in the event of Customer request, resignation, company reorganization or employment termination.

1.2 **Assumptions & Service Notes.**

a. This SOW is based on the ARMC122-ARMC-4660 MEDITECH Cloud Hosting RFP Response dated August 2, 2022. The system specification and configuration may change prior to service start due to changes in the system use or changes in the software requirements from MEDITECH. Contractor will adjust for these changes and inform Customer of any material change to the system as defined in this SOW. Customer understands and accepts that changes outside the control of Contractor could result in a change to the proposed solution and price.

b. Contractor has applied their best practices to this configuration and may have adjusted some system to conform with current Contractor and MEDITECH standards.

c. MEDITECH requires a three-tier client access solution for the use of their full native Windows client. Contractor utilizes Citrix for this access which is supported by additional servers, load balancers, and software licensing. Contractor has sized the client access solution based on guidance provided by Customer and the client access solution may increase or decrease over the Initial Term of this SOW with pricing adjusted accordingly.

d. Citrix requires Microsoft Remote Desktop licensing for each named user account that is provisioned for access to the MEDITECH system. Customer may supply this licensing by utilizing Microsoft License Mobility and adhering to Microsoft's requirements for License Mobility or Contractor may supply the Microsoft Windows Remote Desktop license at Contractor's then current price.

e. Customer will cooperate and coordinate with Contractor Cloud Hosting to design the network connectivity and Active Directory solution to support the hosted environment.

f. Contractor will provide two (2) network devices to terminate the Customer side connectivity into. The primary network connection will utilize a dedicated MPLS circuit from a mutually agreed upon telecommunications carrier. The backup network

Tegria

connection will utilize an Internet based Virtual Private Network ("VPN") that will use Customer's existing Internet connection. Contractor will require two network connections to Customer's network and appropriate Internet Protocol ("IP") addressing to address the two network devices. The network devices will utilize HSRP for the internal interfaces with failover of the devices being automated and under Contractor's control.

g. Contractor will retain full administrative control of the hosting environment and customer will retain full administrative control within the hosted application(s).

1.3 **Exclusions.** The following are exclusions from Scope of Cloud Hosting Support Services:

a. Contractor resources and pricing are based on Customer's current infrastructure and requirements at the time of this writing. In the event that Customer requirements change substantially as identified by Contractor, Contractor will continue to support the needs established prior to the occurrence of such events and additional volume created by such events will not be in scope of this SOW. The following list of events are excluded from scope of Cloud Hosting Support Services, but are not limited to:
   i.   Redesigning of core workflows
   ii.   New integrations
   iii. New implementations

b. b. In the event that Customer requests Contractor to provide Cloud Hosting Support Services as outlined in 1.3.a), Contractor will provide Customer an amendment to this SOW to define additional and agreed upon terms.

1.4 **Cloud Hosting Package.**
   a. Selected EHR: MEDITECH Expanse

   b. Defined RPO/RTO: 24hrs / 24hrs

   c. Target Cloud: Tegria

   d. Client Access Solution: Citrix

2.   **Contractor Support Hours**. Contractor will provide Cloud Hosting Support Services 24 Hours a Day, 7 Days a Week, 365 Days per Year ("24/7/365").

3.   **Customer Responsibilities**. In order to effectively perform the work described in this SOW, Customer agrees to partner with Contractor as a team to implement the objectives and activities based on mutually agreed upon project approach and timeline and the following items:

   3.1. **Microsoft Remote Desktop Services Licensing.** Customer will supply sufficient Windows Remote Desktop licenses to support the total number of named users that will be granted access to Citrix. These licenses must be under a Microsoft Enterprise Agreement or have Software Assurance. In addition, Customer will need to execute the Microsoft License Portability Addendum with Microsoft. Alternatively, Tegria can supply the required Windows Remote Desktop licenses at an additional monthly cost.

   3.2. **Access and Security Requirements.** Customer is responsible for providing Contractor with uninterrupted remote access to Customer's MEDITECH environments and related

systems as well as the full Microsoft Suite of products commensurate for Contractor to perform its obligations under this SOW. Full access includes, but is not limited to:

    a.   Remote access, active directory, ITSM platform, Customer email system, MEDITECH security, specific MEDITECH applications, mobile device configurations, adequate licensing for Microsoft products, Customer's screen sharing tool and any shared file drive applications.

    b.   Customer acknowledges that Cloud Hosting Support Services under this SOW cannot commence until Customer fulfills its obligations under this Section 5. Customer acknowledges that Contractor's failure to meet its obligations under this SOW shall not constitute a breach under the Agreement if Customer fails to meet its obligations under this Section 5.

3.3.   **Bridgehead Software Maintenance and Fees**. Customer will ensure the Bridgehead Filestore Software maintenance will continue for the entirety of the period of use within the Contractor hosting environment. All Bridgehead Software maintenance costs are the responsibility of the Customer.

3.4.   **Knowledge Articles.** On an ongoing basis during the Term of this SOW, Customer shall provide Contractor with information about Customer's operating environment, policies, procedures and such other information and materials (including training materials) that Customer deems necessary to provide Contractor with the information necessary to perform the Cloud Hosting Support Services ("Knowledge Articles").

3.5.   **Known Problems.** From time to time during the Term of this SOW, problems may arise within the MEDITECH System or components within the Information Technology ("IT") infrastructure. When Customer becomes aware of any such problem (each, a "Known Problem"), Customer shall inform Contractor of the Known Problem.

3.6.   **Notification of Unscheduled Maintenance, or Emergency Changes.** Customer shall notify Contractor as soon as reasonably practicable of any unscheduled maintenance, or emergency changes.

3.7.   **Team Changes.** In the event Customer would like to remove one of Contractor's Cloud Hosting Support Services team members, Customer will discuss specific performance issues with the assigned Client Engagement Manager. Contractor obligations are outlined in Section 3 above.

    a.   In the event Contractor needs to backfill support for an existing analyst or assign additional analysts to Cloud Hosting Support Services team, Customer will provide Contractor all access to necessary personnel, background information, and documentation within fifteen (15) business days of start date to allow Contractor analyst(s) to perform the duties herein.

4.   **Disaster Recovery.** Contractor electronic health record ("EHR") Disaster Recovery Service provides for daily backup and replication to the Contractor Health Cloud from the Hosted environment. Contractor will maintain thirty-five (35) copies on site at the hosting data center and will also replicate a copy offsite to another geographically diverse data center. Contractor will maintain a backup rotation policy as outlined om Table 4 below, which will provide up to thirty-five (35) copies of the data using the recommended backup rotation schedule defined by MEDITECH. Contractor will, upon declaration of a disaster, restore the Covered System into either the primary or alternate data center and make it available to the Customer to resume usage of the EHR with a Restore Time Objective ("RTO") of four (24) hours.

4.1   Backup Rotation

Table 4.

Backup Type	Number of Copies
Daily	12
Weekly	4
Monthly	12
Yearly	7

5.   **Planned Events.** The term "Planned Event" refers to planned outages, implementation and rollout of new modules), addition of modules that are new to a particular location (excluding Customer departments), bringing new locations on-line with the MEDITECH System.

5.1   **Notification of Planned Event.**

a.   Each Party shall provide the other with at least thirty (30) days advance written notice of any Planned Events that may impact the Cloud Hosting Support Services. Planned Events shall be scheduled after hours and during low volume periods such as weekends.

b.   Any Planned Events that are outside of the scope of the Cloud Hosting Support Services must be presented in the form of a written change order and shall be implemented by Contractor only upon its signed written agreement. Any such Planned Events may require price adjustments, revisions or additions to the Service Measures, and such other terms and conditions as agreed to between Contractor and Customer. The failure of Customer and Contractor to reach mutual agreement regarding the terms of any Planned Event shall not be considered a breach or otherwise affect the terms and conditions of this Schedule C or Exhibit 1.

5.2   **Planned Event Communications.**

a.   Customer shall also be responsible for communicating with Contractor regarding the Planned Event. Customer must provide Contractor with any Knowledge Articles relevant to a Planned Event in a timely manner so as to reasonably permit Contractor to train its personnel and take such other steps necessary such as creation of Knowledge Database materials in anticipation of the Planned Event. At least thirty (30) days prior to the event is the preferred scheduled to receive documentation.

Tegria

EXHIBIT 1

Cloud Hosting

SERVICE MEASURES

This Exhibit 1 sets forth the general methodology that will be used to measure and assess the degree to which Contractor's performance of the Cloud Hosting Support Services is meeting the requirements of this SOW, including the quantitative Service Measures agreed by the parties and set forth below. Contractor shall begin monitoring these Service Measures following the expiration of the Implementation Period.

1. **Service Measure Methodology Cloud Hosting Services.** Each aspect of Contractor's performance that will be measured and reported by Contractor (each, a "Service Measure") is set forth below:

For purposes under this SOW, Contractor will provide support for Cloud Hosting Services SLA (the "SLA"): During the term of the service between Contractor and the Customer, Contractor will use commercially reasonable efforts to achieve a Monthly Uptime Percentage of at least 99.95% for the MEDITECH Hosting Infrastructure for any calendar month. If Contractor does not meet this SLA, and so long as Customer's account with Contractor is current and not suspended, you may be eligible to receive the below-referenced Credits.

1.1 **Exclusions to Service Measures**. The following types of Exclusions ("Exclusions") will be excluded from the Service Measures:
   - This Service Measures do not go into effect until after implementation has been completed and the Customer and Contractor have signed off on the Go Live of the system.
   - Service unavailability caused by maintenance of the platform used to provide the Service which does not exceed the pre-determined unavailability window for such maintenance (Contractor will endeavor to provide seven (7) days advance notice of service-affecting planned maintenance).
   - Service unavailability caused by events outside the reasonable control of Contractor or its subcontractor, including failure or unavailability of the Customer's systems, the Internet, or any other service or third-party used by the Customer to use, connect to, or access the Service.
   - Contractor may modify the Service (including modifications to the software and other elements of the MEDITECH Hosting Infrastructure) at any time, without prior notice, provided the modification does not materially denigrate the functionality of the Service.

2. **Unable to meet SLA.** If Contractor does not meet the SLA as outlined under Section 5 in Schedule A of this Agreement, Contractor will, at Customer's request, provide the applicable credit ("Credit") set out below in Table 5.

Table 5.

Avg Monthly Uptime Percentage	Downtime Minutes / Average Month	Credit Percentage Amount
100% - 99.95%	0 - 22	0% of charges billed in month of downtime
99.94% - 99.50%	23 - 219	10% of charges billed in month of downtime
99.49% - 99.00%	220 - 438	25% of charges billed in month of downtime
98.99% - 98.00%	439 - 876	50% of charges billed in month of downtime
97.99% - 96.50%	877 - 1533	75% of charges billed in month of downtime

< 96.50%	> 1533	100% of charges billed in the month of downtime

Fractions of a minute will be rounded up to the next highest minute.

Maximum Credit: The maximum Credit available to Customer if Contractor is unable to meet the SLA is up to 100% of the monthly fees for the month of the occurrence. Any "credit" that Contractor may owe you, such as a Credit for a failure to meet the SLA, will be applied to fees due from you for the Service, and will not be paid to you as a refund. All claims for Credit are subject to review and verification by Contractor, and all Credits will be based on Contractor's measurement of its performance of the Service and will be final.

The Customer's sole remedy, and Contractor's sole liability, with respect to Contractor's inability to meet any SLA is the Credits described above and the Customer explicitly disclaims any and all other remedies, whether in law or equity. The remedy in this paragraph is not applicable to Service Measure Failures that are excused pursuant to the terms of this in <u>Exhibit 1</u>.

3. **Excused Failures.**
3.1 **Breach by Contractor.** Contractor's failure to meet a Service Measure metric shall not constitute a breach under the Agreement if: (a) the failure is excused pursuant to the Force Majeure provisions of the Agreement or is otherwise expressly excused under the terms set forth in <u>Section 3.3</u> below; (b) the failure occurs during a month designated as excluded by mutual agreement of the parties (e.g., due to system upgrades or the launch of new applications that may materially impact volumes); or (c) the failure is directly attributable to Customer's failure to perform (or cause to be performed) or improper performance of Customer's express responsibilities under this SOW.

3.2 **Major Incidents.** Regardless of incident priority assigned by Customer, a major incident is defined as an event which has significant impact or urgency for Customer, and which demands a response beyond the routine incident management process. All metrics will be excused in the event of a Major Incident.

3.3 **Force Majeure Events.** A Force Majeure Event is any event beyond Contractor's reasonable control including, but not limited to: (a) a flood, a fire, an earthquake, or an explosion; (b) a war, an invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) actions, embargoes, or blockades in effect on or after the date of this SOW; (d) a national or regional emergency; (e) an epidemic or pandemic; or (f) a shortage of adequate power.

Tegria

EXHIBIT 2

Cloud Hosting

SERVER & SYSTEM LIST

Machine Name	OS Disk	Data Disk(s)	CPU	DRAM
ARMC-A	70	3086	6	8
ARMC-F	70	1300	6	8
ARMC-N	70	1245	6	4
ARMC-O	70	2048	8	16
ARMC-V	70	225	2	4
ARMC-BG1	70	0	4	6
ARMC-BG2	70	0	4	6
ARMC-BG3	70	0	4	6
ARMC-BG6	70	0	4	6
ARMC-BG13	70	0	4	6
ARMC-BG14	70	0	4	6
ARMC-BG15	70	0	4	6
ARMC-BG21	70	0	4	6
ARMC-BG22	70	0	4	6
ARMC-BG25	70	0	4	6
ARMC-BG28	70	0	4	6
ARMC-BG29	70	0	4	6
ARMC-BG31	70	0	4	6
ARMC-PXL1	70	0	2	4
ARMC-PXL2	70	0	2	4
ARMC-DR1	70	7500	8	64
ARMC-AS1	70	0	2	4
ARMC-AS2	70	0	2	4
ARMC-PS1	70	0	2	4
ARMC-PS2	70	0	2	4
ARMC-RM1	70	0	2	4
ARMC-RM2	70	0	2	4
ARMC-T	70	500	4	4

ARMC-FSTORE	70	18850	4	4
ARMC-FSSQL	70	975	4	8

Hosting Infrastructure	550	0	20	40
Core MEDITECH Totals	2440	15404	124	254

Tegria

EXHIBIT 3

Cloud Hosting

MEDITECH Server Consolidation Plan

MEDITECH - Service Issue TECH #82569554

```
This task is being opened to provide a system consolidation for Arrowhead
Regional Medical Center.  This was requested by Valerie Dymsza.

**File Servers**

This is what I recommend below for the File Servers.

Current Server      Drive           New Server          Drive
--------------      -----           ----------          -----
ARMC-A              E:              ARMC-A              E:
ARMC-B              E:              ARMC-A              F:
ARMC-C              E:              ARMC-A              G:
ARMC-D              E:              ARMC-A              H:
ARMC-E              E:              ARMC-A              I:
ARMC-F              E:              ARMC-F              E:
ARMC-G              E:              ARMC-F              F:
ARMC-H              E:              ARMC-F              G:
ARMC-I              E:              ARMC-F              H:
ARMC-J              E:              ARMC-F              I:
ARMC-K              E:              ARMC-A              J:
ARMC-L              E:              ARMC-A              K:
ARMC-M              E:              ARMC-F              J:
ARMC-N              E:              ARMC-N              E:
ARMC-O              E:              ARMC-O              E:
ARMC-O              F:              ARMC-O              F:
ARMC-O              T:              ARMC-O              T:
ARMC-P              E:              ARMC-N              F:
ARMC-Q              E:              ARMC-N              G:
ARMC-R              E:              ARMC-N              H:
ARMC-S              E:              ARMC-N              I:
ARMC-U              E:              ARMC-N              J:
ARMC-V              E:              ARMC-V              E:

With the other File Servers being removed, resources from them can be used to
increase cores and RAM for the remaining File Servers.  I would recommend to ad
2 cores to ARMC-A, 4 cores and 4 GB of RAM to ARMC-F and 4 cores and 4 GB of RA
to ARMC-N to handle the added load from the drives being attached.   The
remaining File Servers are the ones that will have the active LIVE and TEST for
DR, ESS/BF, FA and GL originally which is where they reside today which is why
I used them as the File Severs to have the other historical applications
attached to.
----------------------------------------------------------------------------

**Background Clients**

This is what I recommend for the Background Clients.

Name            HCIS            Applications
----            ----            ------------
ARMC-BG1        ARR.LIVE        MIS, NPR, OV_INT
ARMC-BG2        ARR.LIVE        ABS, ADM, ARM, LAB/MIC/BBK/PTH, PP, QM/RM,
                                SCH/ORM, STS, Instruments, MS_WORD(PP)
ARMC-BG3        ARR.LIVE        AP, BAR, CA, ESS/BF, FA, GL, MIG, MM, MM.PHA,
                                MS_WORD(Never Ran)
ARMC-BG6        DPH.LIVE        ABS, ADM, BAR, CS_HUB, MIS, MRI, NPR, SCH/ORM,
                                OV_INT
```

Tegria

```
ARMC-BG13      DPH.T5.67     ABS, ADM, BAR, CS_HUB, MIS, MRI, NPR, SCH/ORM,
                             Report Scheduler, OV_INT
ARMC-BG14      UNIVERSE      MIS, NPR, UNV, ISB, SIRT, Report Scheduler
ARMC-BG15      ARR.LIVE      APR, LSI, PBR, MS_WORD(ITS)
ARMC-BG21      ARR.T5.67     ABS, ADM, AP, APR, ARM, BAR, CA, EDM, ESS/BF, FA,
                             GL, LSI, MIG, MM, MM.PHA, PBR
ARMC-BG22      ARR.T5.67     BAR, CS_HUB, CS_NUR, ITS, LAB/BBK/MIC/PTH, MIS,
                             MRI, NPR, OE, ONC, PCM, PHA, PP, PWM, QM/RM, RXM,
                             SCA, SCH/ORM, STS, UPT, Report Scheduler,
                             Instruments, MS.WORD(ITS), OV_INT
ARMC-BG25      ARR.LIVE      CS_HUB, CS_NUR, EDM, ITS, MRI, OE, ONC, PCM, PHA,
                             PWM, RXM, SCA, MS_WORD(SCA), OV_INT
ARMC-BG28      ARR.LIVE      DR
ARMC-BG29      ARR.T5.67     DR
ARMC-BG31      ARR.LIVE      Report Scheduler
               DPH.LIVE      Report Scheduler
```

Like with the File Servers above, I would recommend to make the remaining BG
Clients all 4 cores (they're all currently 2 cores) to handle the additional
load from the jobs being added from the other BG's. I would recommend to also
make all the remaining BG's 6 GB of RAM (they're all currently 4 GB.)

Proxy Servers

We recommend at least 2 proxy servers remain.

ARMC-PXL1
ARMC-PXL2

Data Repository / BCA

The DR Server, ARMC-DR1, must remain since DR is remaining active. If BCA is no
longer planned on being used, all the BCA hardware can be taken down.

ARMC-BCALIS
ARMC-BCATIS
ARMC-BCADB
ARMC-WEBBCA01

Scanning & Archiving

The SCA server, ARMC-T, must remain until the documents are no longer needed.

Database Servers

If MU3 will no longer be used then ARMC-ISMARIA and ARMC-ISWEB can be taken
down.

Web Servers

If PDI will no longer be used then ARMC-MTPTE2 can be removed.

Universe 2.01

If PHM or MOBILE will no longer be used then all of the Universe 2.01 can be
removed.

ARMC-WEBFS01
ARMC-WEBBGL01
ARMC-WEBBGT01
ARMC-WEBBGL02
ARMC-WEBBGT02
ARMC-WEBWS01
ARMC-WEBWS02
ARMC-WEBTS01

Additional Servers

We recommend at least 2 application servers for connectivity purposes.
ARMC-AS1 and ARMC-AS2

If there are no plans to print anything then all of the Print Servers can be
removed, however if there are plans then we recommend at least 2 print servers
to remain.
ARMC-PS1 and ARMC-PS2

We recommend at least 2 remote connection machines remain.
ARMC-RM1 and ARMC-RM2

If there are any questions about this let me know.

Thanks,
Jarod

Jolly,Jarod (MEDITECH) - Jul 6, 2020 - 0806 EDT:
Assigning this over to Ryan Leger to monitor. If anything comes up let me know.

Thanks

Leger,Ryan (MEDITECH) - Jul 16, 2020 - 1230 EDT: Are their any quesions in
regards to this one?

Status changed from 'Open' to 'Customer'.

Leger,Ryan (MEDITECH) - Sep 4, 2020 - 1259 EDT: Closing out.Please let me know
if you have any questions in regards.

Status changed from 'Customer' to 'Complete'.