

Cerner Corporation Arrangement Letter

09-Sep-2008

SUNY Downstate University Hospital
of Brooklyn
445 Lenox Rd
Brooklyn, NY 11203
USA

Cerner Corporation ("Cerner") is pleased to offer this arrangement to SUNY Downstate University Hospital of Brooklyn for the purchase and implementation of the solutions and/or services described herein. This Arrangement Letter ("Arrangement Letter") is made and entered into on 09-Sep-2008 ("Effective Date") by and between SUNY Downstate University Hospital of Brooklyn ("Client") and Cerner, a Delaware corporation having a principal place of business at 2800 Rockcreek Parkway, Kansas City, Missouri, 64117, USA.

This Arrangement Letter is subject to and incorporates by reference the master licensing agreement ("Agreement") between Client and Cerner.

Any additional deliverables beyond the scope of this Arrangement Letter will require an additional arrangement letter. This Arrangement Letter contains details on the following:

- * Special Notes
- * Permitted Facilities
- * Financial Overview
- * Fees to be Paid
- * Client Obligations
- * Payment Terms
- * Cancellations and Returns
- * Additional Notations
- * Completion Criteria
- * Principal Contacts
- * Conclusion
- * Definition of Project Scope and Deliverables - See attached scope document - Exhibit A

SPECIAL NOTES

PERMITTED FACILITIES

Not Applicable



FINANCIAL OVERVIEW

	Purchase Price	Installation	Monthly Amount	Monthly Support	Required Maintenance
Licensed Software	8,250	-	-	99	-
Sublicensed Software	-	-	-	-	-
Equipment	-	-	-	-	-
Subscriptions	-	-	-	-	-
Managed Services	-	-	-	-	-
Learning	-	-	-	-	-
Professional Services	3,600	-	-	-	-
Technology Solutions	-	-	-	-	-
Totals:	11,850	0	0	99	0

All prices in US Dollar (USD).

System Purchase Price + Required Maintenance 11,850 (USD)
Installation 0 (USD)

System Purchase Price Grand Total **11,850 (USD)**

First Year Support Fees 1,188 (USD)
First Year Subscriptions Fees 0 (USD)
First Year Managed Services Fees 0 (USD)

FEES TO BE PAID

HNAM MDI (1-2452158601-R-1)

Solution Code Term in Months	Description List Price	Allowance	Purchase Price	Installation	Monthly List Price	Monthly Amount	List Price Per Hour	Scope Amount Per Hour	Pass Through Code Monthly Support	Required Maintenance
MD-RO22	Roché E170/PPE Bi-dir 8,250		8,250					1 Devices	99	
MDI-00002-TRAD	HNAM Bi MDI Impl 4,750	1,150	3,600					1 Each		
Total:	13,000	1,150	11,850	0	0	0			99	0

PASS THROUGH PROVISIONS

The solutions set forth in this Arrangement Letter that are third party products or contain third party products may be subject to the terms of pass-through provisions from the relevant supplier. In an effort to reduce the length of this agreement, where pass-through provisions are applicable, these provisions are referenced by solution to a Pass Through Code within the Fees To Be Paid section of this Arrangement Letter and can be viewed at <http://www.cerner.com/members/PassThroughProvisions/default.aspx?id=30061>. The terms of the applicable pass-through provisions are incorporated into this Arrangement Letter by reference.



CLIENT OBLIGATIONS

Client must determine, based on site-specific standard operating procedures, governing regulatory bodies, patient population, employees, and tools, how best to validate all aspects of the System and assumes all risk for software testing. Further, Client agrees to the following:

- * Ensure equipment requested for the proposed services or installation is available and operational and provide access to Cerner personnel.
- * Designate a representative to be the project manager. He/she will be the primary contact for Cerner relative to this project, and will have the authority to act on Client's behalf in matters regarding this project.
- * Make the connections for interface testing with the foreign system and any necessary network configuration changes once the code is installed into the certification/testing environment.
- * Create its own appropriate test scripts, supervise any testing, and approve content and completion of the testing.
- * Authorize Cerner to move the code to production once Client staff has validated it. If new code is required, it will be installed in the Client training environment and tested there before being moved into the live production environment. Prior to installing any code in Client's training/production environment, Client will be required to obtain two authorized signatures on a Production Environment Change Authorization (PECA) form and fax the form back to the Cerner associate who has been assigned to the project.

Client agrees to remain actively engaged in this project on a weekly basis until completion. If the project is inactive for longer than two (2) weeks, the Cerner resource may be re-assigned to other projects, thereby delaying Client's project until another Cerner resource can be re-engaged.

Any additional Client Obligations will be noted in the Definition of Project Scope and Deliverables (Exhibit A).

PAYMENT TERMS

Licensed Software Payments:

One hundred percent (100%) of total fees for the Licensed Software shall be invoiced and payable upon initial installation of the Licensed Software into any Client system.

Monthly Support Fees:

The total amount of the monthly Support fees shall be payable annually beginning upon the Effective Date of this Arrangement Letter. The additional monthly Support fee amount will be added to Client's next annual invoice, and all subsequent invoices.

Professional Service Fees (Fixed Fee):

One hundred percent (100%) of the total professional service fees shall be invoiced and payable upon the earlier of project completion or forty five (45) days after the Effective Date of this Arrangement Letter.

CANCELLATIONS AND RETURNS

By signing this Arrangement Letter, Client specifically agrees that any service dates committed to by Client within the Definition of Project Scope and Deliverables section of this Arrangement Letter can only be changed or cancelled if notice is received and accepted by Cerner at least fourteen (14) days prior to the agreed upon service date. Any fees paid by client prior to such cancellation would be applied to future Cerner purchases.

ADDITIONAL NOTATIONS

Cerner has the option to perform services remotely unless otherwise requested by Client.

If Client requests a change in the project scope, Cerner will assess the financial implications for the project and work with Client's representative to reach a solution. Cerner and Client will formalize the additional fees required to include the additional work effort prior to any expansion of scope.

Any travel or reimbursable expenses will be paid by the Client in accordance with the Agreement.



COMPLETION CRITERIA

This project will be considered complete when the scope of work is completed according to the tasks outlined in this Arrangement Letter. If special completion criteria exists, it will be noted in Exhibit A along with the definition of scope.

PRINCIPAL CONTACTS

Principal Client Contacts

Dorothy Kirk 718-270-1192

Principal Cerner Contacts

Dan Carlson 816-201-3309

CONCLUSION

Cerner looks forward to working with Client on this engagement. It is Cerner’s desire that Client will recognize the value provided through our relationship.

This Arrangement Letter merges all prior and contemporaneous communications with respect to the matters described herein. This Arrangement Letter is not binding until it is signed by each and every signatory indicated below. Provided the terms of this Arrangement Letter are acceptable, please sign and date as indicated below, fax this Arrangement Letter in its entirety with Purchase Order to Dan Carlson, ClientWorks Client Executive at 816-571-3309 and return all originals to the following address:

Cerner Corporation
Attn: Dan Carlson
2800 Rockcreek Parkway
Kansas City, MO 64117
USA

Cerner will submit billing information to the address listed at the beginning of this Arrangement Letter unless otherwise noted below.

Contact Name:	
Organization Name:	
Billing Address:	
City, State/Province, Zip/Postal Code:	
Country:	

NOTE: THIRD PARTY PAYMENT

If Client chooses to submit a third-party Purchase Order (PO), the third-party must submit payment in full along with the signed Arrangement Letter in order for the scheduling of resources to commence.

The offer of services as stated in this Arrangement Letter shall automatically expire and be deemed null and void unless accepted and approved by Client and returned to Cerner within 30 days of the Effective Date.



IMPORTANT: Cerner will not schedule resources for installation and/or implementation until a signed Arrangement Letter is received and processed.

SUNY DOWNSTATE UNIVERSITY HOSPITAL OF
BROOKLYN

CERNER CORPORATION

By: _____

By: _____

Dorothy Kirk

(Typed or printed)

Title: _____

Title: _____

Purchase Order #: _____

Project Kick-Off requested week of: _____



Cerner Corporation

Definition of Project Scope and Deliverables

Exhibit A

Cerner is pleased to provide a Medical Device Interface System Engineer for configuration services and implementation of the Roche E170/PPE, bi-directional, Medical Device Interface.

Professional service hours are based upon implementing the instrument interface in two domains. Implementation in additional domains will be billed at 8 hours per domain.

The estimates for this arrangement, based on our mutually agreed upon project scope are as follows:

Estimated Project Duration: 90 Days

By signing this quotation, Client specifically agrees to the following condition: If the Client places the project on hold or otherwise delays the implementation of the project past the estimated duration above for reasons not attributable to Cerner, Cerner reserves the right to invoke hourly professional service fees at Cerner's current time and materials rate to complete the project.

If Client requests work to be performed outside of the normal workday (8 A.M. to 5 P.M. central time, Monday - Friday) the client will be charged an additional after hour's fee. Any anticipated after hours time must be pre-approved by the Cerner Project Manager and Client. Client will be presented with an additional Arrangement Letter for this work.

If Cerner must make any modifications to the barcode currently used on the client site then Cerner will bill for those fees. For this case the "Barcode Allowance" line item would not be applied to the above quote.

