

EXHIBIT A

HHSC SERVICES

See Attached

EXHIBIT A

SERVICES

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
A. IT Application/Systems Access – Soarian/Cerner (HHSC Applications)				
<p>1. Soarian EMR System/ Siemens/Cerner [Sourcing CRN # 615-8730]:</p> <p>For record documentation (<i>i.e.</i>, closure of Patient Medical Records) and continuity of care purposes, HHSC to provide <u>read/write (full) access</u> through the applicable Expiration Date to the following Soarian EMR Systems:</p> <p><u>Clinical Systems:</u></p> <ul style="list-style-type: none"> • Soarian EDM • Soarian EDIS • Soarian Critical Care • Soarian Clinicals • Soarian Pharmacy/MAK • Soarian SYNGO/Rad Portal <p><u>Financial Systems:</u></p> <ul style="list-style-type: none"> • Soarian Patient Access • Soarian Scheduling • Soarian Revenue Management <p>Full access is to be provided for (a) approximately six (6) named users from the</p>	<p>HHSC will provide technical support and maintenance to the Hospitals 24 hours a day, 7 days a week, including (a) serving as a liaison to Cerner as needed, and (b) providing L1, L2, and L3 help desk support using current HHSC SLA definitions contained in the Workflows.</p> <p>The parties recognize that HHSC will request L3 support, if needed, from the vendor.</p> <p>HHSC is responsible for Updates. HHSC to update or upgrade* any hardware or software (if made available to other regions or as needed for proper</p>	<p>MHS is responsible for notifying HHSC within a reasonable period of time of any change in authorized users or limitations of access due to job function (including any modifications to same) or termination of employment or other relationship with MHS.</p> <p>MHS will identify a point person at the facilities who will work with HHSC when any Updates are made.</p> <p>Any changes to Soarian financial systems (Patient Access, Scheduling, Revenue Management) identified by MHS should be reported back to HHSC for review and</p>	<p>No charge for system access or technical support</p>	<p>For Soarian Pharmacy/MAK, for a period of thirty (30) days commencing on the Transfer Completion Date</p> <p>For Soarian EDM, approximately ten (10) users will be given access for a period of thirty (30) days after the Transfer Completion Date <u>or, if later</u>, the date that all necessary paper records are scanned into Soarian EDM</p> <p>For all other Soarian applications and other EDM users, for a period of seven (7) days commencing on the Transfer Completion Date</p>

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Hospitals' Health Information Management ("HIMs") Department, (b) physicians on the Hospitals' Medical Staffs as of the Transfer Completion Date, (c) new users identified prior to the Transfer Completion Date, and (d) Hired Employees who were granted read/write (full) access in connection with their job functions as Hospital Employees immediately prior to or on the Closing Date.	<p>ongoing performance and maintenance and support, including applying Updates).</p> <p>At minimum, HHSC shall provide to MHS the same level of service and support with respect to system hardware and software and support obligations hereunder as is provided to other regions within Hawaii.</p>	consideration.		
<p>2. Soarian EMR System/Siemens [Sourcing CRN # 615-8730]:**</p> <p>To enable MHS to provide the Record Management Services, HHSC to provide read only access (including print access) through the Expiration Date to the following Soarian EMR/Clinical Systems:</p> <ul style="list-style-type: none"> • Soarian EDM • Soarian EDIS • Soarian Critical Care • Soarian Clinicals • Soarian Pharmacy - MAK/ Medication Administration Check • Soarian SYNGO/RAD Portal 	<p>Except as noted herein, HHSC is expected to maintain the vendor contract and licensing through the applicable Expiration Date. MHS will not license application directly from vendor.</p> <p>HHSC will manage the active and archived EMR to the extent reasonably necessary for the parties to comply with their respective obligations under the Transition</p>	<p>MHS is responsible for notifying HHSC within a reasonable period of time of any change in authorized users or limitations of access due to job function (including any modifications to same) or termination of employment or other relationship with MHS.</p> <p>MHS will identify a point person at the facilities who will work with HHSC when any Updates</p>	No charge for system access or for technical support (with the exception of any mutually agreed charges associated with extensions of access to	For Soarian Clinicals, EDIS, and Critical Care for Hired Employees and new MHS hires with job functions requiring access to Patient Medical Records, for an initial period of ninety (90) days commencing on the Transfer Completion Date, <u>provided that</u> the Parties shall meet and confer at least thirty (30) days prior to the expiration of this term to negotiate in good faith

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<p>For Soarian Clinicals, EDIS, and Critical Care, read only access is to be given to:</p> <ul style="list-style-type: none"> (a) Approximately six (6) named users from the Hospitals' HIMs Department for a period of seven (7) years commencing on the Transfer Completion Date; (b) Physicians on the Hospitals' Medical Staffs for period of twelve (12) months commencing on the Transfer Completion Date; (c) Hired Employees who were granted access in connection with their job functions as Hospital Employees immediately prior to or on the Closing Date (or new hires with similar roles and responsibilities requiring access to Patient Medical Records) for an initial period of ninety (90) days commencing on the Transfer Completion Date (subject to extensions as provided herein). <p>For all other Soarian applications, read only access is to be given for a period of seven (7) years commencing on the Transfer Completion Date to (a) approximately six (6) named users from the Hospitals' HIMs Department, (b) physicians on the Hospitals' Medical Staffs, (c) approximately twelve (12) new users, and (d) Hired Employees</p>	<p>Services Agreement, including Exhibit C.</p> <p>HHSC will provide technical support and maintenance to the Hospitals during Regular Business Hours, including (a) serving as a liaison to Cerner as needed, and (b) providing L1, L2 and L3 help desk support using current HHSC SLA definitions contained in the Workflows.</p> <p>The parties recognize that HHSC will request L3 support, if needed, from the vendor.</p> <p>HHSC is responsible for Updates. HHSC to update or upgrade* any hardware or software (if made available to other regions or as needed for proper ongoing performance and maintenance and support, including applying Updates).</p>	are made.	Soarian Clinicals	<p>reasonable terms for continued access by MHS (non-physician, non-HIMs) employees, which may consider (1) the volume of users, (2) MHS employee roles and responsibilities, and (2) HHSC IT support costs.</p> <p>For Soarian Clinicals, EDIS, and Critical Care for physicians on the Hospitals' Medical Staffs, for period of twelve (12) months commencing on the Transfer Completion Date.</p> <p>For (1) Soarian Clinicals, EDIS, and Critical Care for HIMs personnel and (2) generally for all other Soarian applications, for a period of seven (7) years commencing on the Transfer Completion Date; <u>provided that</u> HHSC and MHS recognize that the HHSC contract for the Soarian Applications with Cerner</p>

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<p>who were granted access in connection with their job functions as Hospital Employees immediately prior to or on the Closing Date, or new hires with similar roles and responsibilities requiring access to Patient Medical Records.</p>	<p>At minimum, HHSC shall provide to MHS the same level of service and support with respect to system hardware and software and support obligations hereunder as is provided to other regions within Hawaii.</p> <p>On a monthly basis, HHSC shall distribute to MHS help desk statistics regarding support volumes associated with MHS employees use of Soarian Clinicals.</p>			<p>Corp. [as successor to Siemens AG/Siemens Health Services] (“Cerner Contract”) may not be renewed, and thus may expire on or about July 1, 2019. HHSC shall not permit the Cerner Contract to expire without first establishing an alternative arrangement for storing and maintaining the Patient Medical Records from the Soarian Applications for the remainder of the seven (7) year period. Such alternative arrangement shall (a) ensure that the Patient Medical Records are complete and accurate, (b) comply with all Legal Requirements applicable to MMMC, Kula, and/or LCH, including, without limitation, 42 CFR § 482.24, 42 C.F.R. § 485.638, 42 C.F.R. § 483.70(i) and HIPAA, (c) make the Patient</p>

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				Medical Records readily available and otherwise permit MHS to directly access, and promptly and timely retrieve copies of the Patient Medical Records, and (d) <u>not</u> increase the costs to MHS of providing Record Management Services.
<p>3. Soarian EMR System/ Siemens [Sourcing CRN # 615-8730]:</p> <p>For patient scheduling purposes, through the applicable Expiration Date, HHSC to provide <u>read only access</u> to historic inpatient financial data for the Hospitals (<i>i.e.</i>, those records generated prior to the effective time of the Transfer Completion Date) contained in the following Soarian Financial Systems:</p> <ul style="list-style-type: none"> • Soarian Scheduling • Soarian Financials <p>Read only access is to be given to named users responsible for (1) scheduling for approximately eight hospital departments (including Oncology, Rehab (PT/OT/ST), Cardiac Rehab, Cath Lab, Radiology,</p>	<p>HHSC is expected to maintain the vendor contract and licensing through the applicable Expiration Date. MHS will not license application directly from vendor.</p> <p>HHSC will provide technical support and maintenance to the Hospitals during Regular Business Hours, including (a) serving as a liaison to Cerner as needed, and (b) providing L1, L2 and L3 help desk support using current HHSC SLA definitions contained in the Workflows.</p>	<p>MHS is responsible for notifying HHSC within a reasonable period of time of any change in authorized users or limitations of access due to job function (including any modifications to same) or termination of employment or other relationship with MHS.</p> <p>MHS will identify a point person at the facilities who will work with HHSC when any Updates are made.</p>	<p>No charge for system access or for technical support</p>	<p>For a term of six (6) months commencing on the Transfer Completion Date</p>

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Interventional Radiology), and (2) revenue cycle functions.	<p>The parties recognize that HHSC will request L3 support, if needed, from the vendor.</p> <p>HHSC is responsible for Updates. HHSC to update or upgrade* any hardware or software (if made available to other regions or as needed for proper ongoing performance and maintenance and support, including applying Updates).</p> <p>At minimum, HHSC shall provide to MHS the same level of service and support with respect to system hardware and software and support obligations hereunder as is provided to other regions within Hawaii.</p>			

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B. IT Application/Systems Access – HHSC Applications				
<p>Unless otherwise specified, the following protocols shall apply with respect to HHSC IT Support Services for the HHSC Applications:</p> <p><u>HHSC IT Support:</u> HHSC will provide technical support and maintenance to the Hospitals during Regular Business Hours, including (a) serving as a liaison to vendor as needed, and (b) providing L1, L2 and L3 help desk support using current HHSC SLA definitions contained in the Workflows. At minimum, HHSC shall provide to MHS the same level of service and support with respect to system hardware and software and support obligations hereunder as is provided to other regions within Hawaii.</p>				
<p>1. Carefusion (BD) Pyxis Medication Dispensing System and Medication Dispensing Stations, to include the CIISafe Narcotics Medication Stations System [Reference Contract HHSC 08—0746 (p. 38)// Sourcing CRN #4042-8883]:</p> <p>For cut over and compliance purposes, through the Expiration Date, HHSC to provide continued functionality/network availability for both the medication dispensing stations and the CIISafe Narcotics Medication Stations System.</p> <p>HHSC will provide <u>read/write (full) access</u> to approximately ten (10) users, including Hospital (5) and vendor (5) representatives.</p>	MHS may directly contact vendor for support or service regarding network/device issues.	MHS assumes responsibility for any necessary training of MHS personnel.	No charge for system access or for technical support	<p><u>The later of the following:</u> For a period of thirty (30) days after the Transfer Completion Date <u>or</u> the date that: (a) all controlled substances are inventoried and removed from the medication stations, <u>and</u> (b) all controlled substances are inventoried and removed from the CIISafe.</p>
<p>2. eCW/eClinicWorks (Maui Clinic) [Reference Contract (clean room contract)// Sourcing CRN # 615-8730]:**</p>	Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract and		No charge for system access or for	Subject to the Archiving Alternative, for a term of seven (7) years commencing on the

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<p>To enable MHS to provide the Record Management Services, through the Expiration Date, HHSC to provide <u>read only access</u> to this outpatient EMR system used for the Maui Clinic, which includes eCW Clients, FaxServer, RemoteScan, and Screw Drivers Client.</p> <p>Read only access is to be given to (a) approximately six (6) named users from the Hospitals' HIMs Department, (b) other named MHS representatives, and (c) physicians on the Hospitals' Medical Staffs who utilize the Maui Clinic.</p>	<p>licensing through the applicable Expiration Date.</p> <p>MHS will not license application directly from vendor.</p> <p>HHSC is responsible for system Updates. HHSC to update or upgrade* any hardware or software (if made available to other regions or as needed for proper ongoing performance and maintenance and support, including applying Updates).</p>		technical support	Transfer Completion Date
<p>3. ePremise/Relay Health/ RelayAssurance:</p> <p>To avoid duplicative or inconsistent billing to patients or payors/submit claims that fall under the Change of Ownership (CHOW) criteria until receipt of Medicare tie in notice and process recoupments and overpayments associated with CHOW period, through the Expiration Date, HHSC to provide <u>read write access</u> to this former billing/claims clearinghouse system</p>	<p>Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract and licensing through the applicable Expiration Date.</p> <p>MHS will not license application directly from vendor.</p> <p>HHSC is responsible for</p>	N/A	No charge for system access or for technical support	For a period of three (3) years after receipt of the Medicare tie in notice

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to approximately four (4) users from the Hospitals' Revenue Cycle Department.	system Updates. HHSC to update or upgrade any hardware or software required to maintain functionality through the Expiration Date.			
4. eScription (EditScript): For continuity of care purposes, through the Expiration Date, HHSC's transcription system (short term system) will be made available to the Hospitals' Medical Staffs on a <u>read only</u> basis.	HHSC is responsible for Updates. HHSC to update or upgrade* any hardware or software (if made available to other regions or as needed for proper ongoing performance and maintenance and support, including applying Updates).	N/A	MHS to reimburse HHSC on a monthly basis for its actual, direct costs of providing access to the system (which is expected to be \$1506 per month (plus tax at a rate of 4.712%) pro rated for any partial month).	For a term of eighteen (18) months commencing on the Transfer Completion Date
5. eScription (eMon):**	HHSC is responsible for Updates. HHSC to update	N/A	No charge for system	For a term of seven (7) years commencing on the

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To enable MHS to provide the Record Management Services, through the Expiration Date, HHSC's transcription system (long term system) will be made available on a <u>read only</u> basis to (a) approximately five (5) users from the Hospitals' HIMs Department, and (b) physicians on the Hospitals' Medical Staffs.	or upgrade* any hardware or software (if made available to other regions or as needed for proper ongoing performance and maintenance and support, including applying Updates).		access or for technical support	Transfer Completion Date
6. Kodak Ngenuity [Scanner Device]: For record documentation (<i>i.e.</i> , closure of Patient Medical Records) and managing Straddle Patients, through the Expiration Date, HHSC's HIMs scanning utility will be made available to MHS (<u>full functionality</u>) to the extent any records need to be scanned into Soarian EDM.	HHSC is expected to maintain the vendor contract and scanner availability through the applicable Expiration Date. MHS will not acquire right to use scanner directly from vendor. In lieu of the HHSC IT Support, HHSC will provide technical support and maintenance for the scanner during Regular Business Hours through the Expiration Date. HHSC is responsible for maintaining functionality of the scanner.	MHS will maintain a scanner and workstation configuration 'as-is' until the Expiration Date.	No charge for scanner use or for technical support	For a period of thirty (30) days after the Transfer Completion Date <u>or, if later</u> , the date that all necessary paper records are scanned into Soarian EDM

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	At minimum, HHSC shall provide to MHS the same level of service and support with respect to scanner as is provided to other regions within Hawaii.			
<p>7. MS4/Materials Management:</p> <p>To reconcile payments made to vendors (and determine the pro-rated payments required under the Transfer Agreement), through the Expiration Date, HHSC's materials management information system will be made available to MHS on a <u>read only basis</u>.</p> <p>Access will be provided to up to approximately four (4) users in up to three (3) locations.</p>	HHSC is responsible for system Updates. HHSC to update or upgrade* any hardware or software required to maintain functionality through the Expiration Date.	N/A	No incremental cost. No charge for system access or for technical support	For a period of twelve (12) months after the Transfer Completion Date
<p>8. Nihon Kohden NeuroWorkbench:</p> <p>Through the Expiration Date, HHSC to provide <u>continued functionality/full access</u> and historic data access to the NeuroWorkbench database and data that is on a separate HHSC storage (SAN), and two workstations. Additionally, three EEG carts will remain connected to the HHSC network until transferred to MHS.</p>	<p>HHSC is expected to maintain the vendor contract (including maintenance and support) and licensing through the applicable Expiration Date.</p> <p>MHS will not license application directly from vendor (or contract for</p>	MHS is to maintain the two workstations and three carts at MMMC	No charge for system access or technical support	For a period of twelve (12) months after the Transfer Completion Date or the date that the EEG carts at MMMC are pointed to a new MHS database, whichever is later

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MMSC to provide access to the database served and storage for the data migration to KP NeuroWorkbench to designated MHS representatives.	<p>maintenance and support).</p> <p>In lieu of the HHSC IT Support, HHSC will provide technical support and maintenance to the Hospitals during Regular Business Hours for the database server at HHSC and the file storage, along with the network infrastructure, including (a) serving as a liaison to vendor as needed, and (b) providing L1, L2 and L3 help desk support using current HHSC SLA definitions contained in the Workflows.</p> <p>HHSC to upgrade two EEG carts that are at end of life (per purchase order issued on May 12, 2017 to vendor).</p>			
<p>9. Series:**</p> <p>To enable MHS to provide the Record Management Services, through the</p>	HHSC is expected to maintain the vendor contract (including maintenance and support)	N/A	No charge for system access or for	For a period of seven (7) years commencing on the Transfer Completion Date

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<p>Expiration Date, HHSC to provide <u>read only access</u> to this former EDM system to approximately six (6) users from the Hospitals' HIMs Department.</p>	<p>and licensing through the applicable Expiration Date.</p> <p>MHS will not license application directly from vendor (or contract for maintenance and support).</p> <p>HHSC is responsible for system Updates. HHSC to update or upgrade any hardware or software required to maintain functionality required for Record Management Services.</p>		<p>technical support</p>	
<p>10. Surgical Information Systems (SIS) PeriOp Anesthesia Coordination system [Sourcing CRN # 658-8909(Application Server) and 658-8631(software modules)]:**</p> <p>To support the closure of records, validation of billing information, and cut over and to allow vendor to confirm removal of HHSC data from MHS database, through the Expiration Date, HHSC to provide <u>continued functionality/read/write (full) access</u> to the SIS system.</p>	<p>HHSC is expected to maintain the vendor contract (including maintenance and support) and licensing for seven (7) days to allow for transition.</p>	<p>MHS to acquire SIS software modules/license from SIS /Cerner</p>	<p>No charge for system access or for technical support</p>	<p><u>Read/write (full) access</u> for a term of seven (7) days commencing on the Transfer Completion Date</p> <p><i>Subject to the Archiving Alternative, <u>system maintenance</u> for a term of seven (7) years commencing on the Transfer Completion Date</i></p>

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<p>Full access is to be given to specified named users from the Hospitals as well as the vendor.</p> <p><i>HHSC further grants permission to SIS and MHS to access the HHSC database(s) and for SIS to partition the database(s) to create a new database for MHS' use, and prepare copies, store, and delete data at the direction of MHS that is necessary to facilitate the transition of the management and operations of the Hospitals to MHS.</i></p> <p><i>To enable MHS to provide the Record Management Services through the Expiration Date, HHSC to maintain their main application and server and provide historic data, to the extent needed and unavailable on any Soarian EMR System, for MHS to provide the Record Management Services.</i></p>				
<p>11. 3M Chart Release:**</p> <p>To enable MHS to provide the Record Management Services, through the Expiration Date, HHSC to provide <u>read only access</u> to this disclosure accounting reporting system/former ROI system.</p>	<p>Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract and licensing through the applicable Expiration Date. MHS will not license application directly from vendor.</p>		<p>No charge for system access or for technical support</p>	<p>Subject to the Archiving Alternative, term of seven (7) years commencing on the Transfer Completion Date</p>

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<p>Access will be provided to approximately six (6) users from the Hospitals' HIMs Department.</p>	<p>HHSC will provide technical support and maintenance to the Hospitals during Regular Business Hours, including (a) serving as a liaison to vendor as needed, and (b) providing L1, L2 and L3 help desk support using current HHSC SLA definitions contained in the Workflows.</p> <p>HHSC is responsible for system Updates. HHSC to update or upgrade* any hardware or software (if made available to other regions or as needed for proper ongoing performance and maintenance and support, including applying Updates).</p> <p>At minimum, HHSC shall provide to MHS the same level of service and support with respect to system hardware and software and support obligations</p>			

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	hereunder as is provided to other regions within Hawaii.			
C. IT Application/Systems Access – Maui Only Applications				
<p>Unless otherwise specified, the following protocols shall apply with respect to IT Support Services for the Maui Only Applications:</p> <p><u>HHSC Maui IT Support:</u> HHSC is ultimately responsible for technical support and maintenance, including serving as a liaison to vendor as requested by MHS. HHSC is responsible for Updates. HHSC to update or upgrade* any hardware or software as needed for proper ongoing performance and maintenance and support, including applying Updates.</p> <p><u>MHS Maui IT Support:</u> MHS will provide personnel to support the system during periods of full or read only access by MHS <u>provided that</u> (a) MHS is provided appropriate (administrator level) access to the system to facilitate such support, (b) MHS is granted direct access to the vendor, and (c) HHSC reimburses MHS on a monthly basis for MHS' costs for providing such support at a rate of One Hundred Two Dollars (\$102) per hour (regardless of whether internal IT personnel or outside vendor support is utilized). MHS is to generate a monthly invoice from time tracked, which will be paid by HHSC within thirty (30) days of receipt of the invoice. The following categories of work are not reimbursable: (1) data migration efforts; (2) training or mentoring regarding use of an application; (3) work to remove/dispose of equipment; and (4) business tasks/functions to request release of information.</p>				
<p>1. Fujifilm Prosolv CardioVascular PACS System [Reference Contract HHSC 10-0238// Sourcing CRN #5953-8915]:**</p> <p>To enable MHS to provide the Record Management Services, HHSC to provide <u>continued functionality/full access</u> and historic data access of the Cardiology ProSolv CardioVascular system.</p> <p>Among other things, HHSC to provide</p>	<p>Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract and licensing through the applicable Expiration Date.</p> <p>MHS will not license application directly from vendor (or contract for maintenance and support).</p>	<p>MHS to coordinate with vendor re: data migration and comply with the Migration Security Protocols.</p>	<p>No charge for system access or for technical support</p>	<p><u>Full access</u> for a term of <u>seven (7) years</u> commencing on the Transfer Completion Date <u>or, if sooner, the Migration Date.</u></p> <p>Subject to the Archiving Alternative, <u>read only access</u> may be required for up to a term of seven</p>

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<p>hardware, software, servers, workstations, storage, and network connectivity needed for MHS and physicians on the Hospitals' Medical Staffs to archive and access images using HHSC's PACS System.</p> <p>Full access is to be given to approximately ten (10) named vendor users (McKesson) for data migration in addition to and named existing users via (1) existing HHSC workstations, and (2) VDI (for reports only).</p> <p>To enable MHS to provide the Record Management Services, <u>read only access</u> may be required for approximately ten (10) users for any historical studies that are not migrated.</p> <p>For a period not to exceed thirty (30) days, new studies generated in connection with the operation of the Hospitals on or after the Transfer Completion Date will be stored in HHSC PACS System ("MHS PACS Records"). Once the cardiac catheterization laboratory reconstruction is completed, the MHS PACS Records will be moved to MHS' PACS System and deleted from the HHSC PACS System. At that time, the hardware will be returned to HHSC.</p>	<p>HHSC Maui IT Support ends when MHS confirms that technical support and maintenance is no longer needed due to successful data migration.</p>			<p>(7) years commencing on the Transfer Completion Date for any historical studies or reports that are not successfully migrated <u>or, if sooner</u>, the date that all studies and reports are successfully migrated.</p>

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<p>2. Fujifilm Synapse PACS Radiology [Reference Contract HHSC 10-0238// [Sourcing CRN #5953-8915]:**</p> <p>To enable MHS to provide the Record Management Services, HHSC to provide <u>continued functionality/full access</u> for seven (7) years of the Radiology PACS system.</p> <p>Full access is to be given to approximately ten (10) named vendor users (McKesson) for data migration in addition to named existing users via VDI.</p> <p>To enable MHS to provide the Record Management Services, <u>read only access</u> may be required for approximately ten (10) users for any historical studies that are not migrated.</p>	<p>Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract and licensing through the applicable Expiration Date.</p> <p>MHS will not license application directly from vendor (or contract for maintenance and support).</p> <p>HHSC Maui IT Support ends when MHS confirms that technical support and maintenance is no longer needed due to successful data migration.</p>	<p>MHS to coordinate with vendor re: data migration and comply with the Migration Security Protocols.</p>	<p>No charge for system access or for technical support</p>	<p><u>Full access</u> for a term of seven (7) years commencing on the Transfer Completion Date <u>or, if sooner,</u> the Migration Date.</p> <p>Subject to the Archiving Alternative, <u>read only access</u> may be required for a term of seven (7) years commencing on the Transfer Completion Date for any historical studies or reports that are not successfully migrated <u>or, if sooner,</u> the date that all studies and reports are successfully migrated.</p>
<p>3. Phillips xPer [Reference Contract HHSC 10-0238]:**</p> <p>To enable MHS to provide the Record Management Services, HHSC to provide <u>continued functionality/full access</u> and historic data access of the Phillips xPer system.</p>	<p>Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract and licensing through the applicable Expiration Date.</p> <p>MHS will not license application directly from vendor (or contract for</p>	<p>MHS to coordinate with vendor re: data migration.</p>	<p>No charge for system access or for technical support</p>	<p><u>Full access</u> for a term of seven (7) years commencing on the Transfer Completion Date <u>or, if sooner,</u> the Migration Date.</p> <p>Subject to the Archiving Alternative, <u>read only</u></p>

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
<p>Full access is to be given to approximately ten (10) named existing users from the Hospitals' IT Department in addition to other named existing users via existing xPer workstations and xPer client (XMIS or swilnet computer (i.e., existing HHSC workstations retained for ProSolv)).</p> <p>To enable MHS to provide the Record Management Services, <u>read only access</u> may be required for approximately ten (10) users for any historical studies that are not migrated.</p> <p>For a period not to exceed thirty (30) days, new studies generated in connection with the operation of the Hospitals on or after the Transfer Completion Date will be stored in the HHSC xPer System ("MHS xPer Records"). Once the cardiac catheterization laboratory reconstruction is completed, the MHS xPer Records will be moved to MHS applications and deleted from the HHSC xPer System.</p>	<p>maintenance and support).</p> <p>MHS will not license application directly from vendor (or contract for maintenance and support).</p> <p>HHSC Maui IT Support ends when MHS confirms that technical support and maintenance is no longer needed due to successful data migration.</p>			<p><u>access</u> may be required for a term of seven (7) years commencing on the Transfer Completion Date for any historical studies or reports that are not successfully migrated <u>or, if sooner</u>, the date that all studies and reports are successfully migrated.</p>
<p>4.Cardioserver ECG/EKG Management - Epiphany:**</p> <p>To enable MHS to provide the Record Management Services, through the Expiration Date, HHSC to provide <u>full</u></p>	<p>Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract and licensing through the applicable Expiration Date.</p>	<p>MHS to coordinate with vendor re: data migration.</p>	<p>No charge for system access or for technical support</p>	<p><u>Full access</u> for a term of seven (7) years commencing on the Transfer Completion Date <u>or, if sooner</u>, the Migration Date.</p>

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
<p><u>access</u> to ECG images and data stored on the Epiphany system.</p> <p>Full access is to be given to approximately ten (10) named existing users from the Hospitals' IT Department in addition to named existing users via VDI or swilnet computer (i.e., existing HHSC workstations retained for ProSolv).</p> <p>To enable MHS to provide the Record Management Services, <u>read only access</u> may be required for approximately ten (10) users for any historical studies that are not migrated.</p>	<p>MHS will not license application directly from vendor (or contract for maintenance and support).</p> <p>HHSC Maui IT Support ends when MHS confirms that technical support and maintenance is no longer needed due to successful data migration.</p>			<p>Subject to the Archiving Alternative, <u>read only access</u> may be required for a term of seven (7) years commencing on the Transfer Completion Date for any historical studies or reports that are not successfully migrated <u>or, if sooner</u>, the date that all studies and reports are successfully migrated.</p>
<p>5. CorTrack :**</p> <p>To enable MHS to provide the Record Management Services, through the Expiration Date, HHSC to provide <u>read only access</u> to this old ROI application (release information) to approximately six (6) users from the Hospitals' HIMs Department.</p>	<p>Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract (including maintenance) and licensing through the applicable Expiration Date. MHS will not license application directly from vendor (or contract for maintenance).</p>		No charge for system access or for technical support	<p>Subject to the Archiving Alternative, for a term of seven (7) years commencing on the Transfer Completion Date</p>
<p>6. Philips IntelliSpace Perinatal System Check (a/k/a Tracevue) [Sourcing CRN #3325-8914]:**</p>	<p>Except as provided herein, HHSC is expected to maintain the vendor contract (including</p>		No charge for system access or for	<p><u>Read/write (full) access</u> for a term of twelve (12) months commencing on the Transfer Completion</p>

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
<p>To enable MHS to provide the Record Management Services, through the Expiration Date, HHSC to provide <u>continued functionality/read/write (full) access</u> for twelve (12) months of the fetal monitoring system.</p> <p>Full access is to be given to existing named users from the Hospitals.</p> <p>For a period not to exceed twelve (12) months, new studies generated in connection with the operation of the Hospitals on or after the Transfer Completion Date will be stored in IntelliSpace System (“MHS IntelliSpace Records”). On or before the Expiration, the MHS IntelliSpace Records will be moved to a comparable MHS’ system and deleted from the HHSC Intellispace System.</p> <p><i>No system access anticipated to be needed by MHS after twelve months. However, to enable MHS to provide the Record Management Services,</i> through the Expiration Date, HHSC to maintain their main application and provide historic data, to the extent needed and unavailable on any Soarian EMR System.</p>	<p>maintenance and support) and licensing through the applicable Expiration Date.</p> <p>MHS will not license application directly from vendor (or contract for maintenance and support).</p>		<p>technical support</p>	<p>Date</p> <p><i>Subject to the Archiving Alternative, <u>system maintenance</u> for a term of seven (7) years commencing on the Transfer Completion Date</i></p>

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
<p>7. LabTRACK at Lanai:**</p> <p>To enable MHS to provide the Record Management Services, through the Expiration Date, HHSC to provide <u>read only access</u> to the Labtracks point of care application utilized at LCH for four (4) users.</p> <p><i>No system access anticipated to be needed by MHS after the Expiration Date for read only access. However, to enable MHS to provide the Record Management Services, through the Expiration Date, HHSC to maintain their application and provide historic data to the extent needed and unavailable on any Soarian EMR System.</i></p>	<p>Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract, licensing, and hardware (on-site) through the applicable Expiration Date.</p> <p>MHS will not license application directly from vendor.</p>		<p>No charge for system access or for technical support</p>	<p><u>Read only access</u> required for a term of thirty (30) days commencing on the Transfer Completion Date</p> <p>Subject to the Archiving Alternative, <u>system maintenance</u> for a term of <i>seven (7) years commencing on the Transfer Completion Date</i></p>
D. IT Network				
<p>1. HHSC Hawaii Telecom Wide-Area Network Connection:</p> <p>HHSC to provide continued network service for MHS across the HHSC Hawaii Telecom Wide-Area Network connection (HHSC-HTEL Circuit)</p>	<p>HHSC is responsible for procuring and implementing a new firewall (e.g., Cisco) between the HHSC HTEL router and the MMMC Local-Area Network core switch (4500)</p>		<p>MHS to reimburse HHSC for the actual cost of procuring the firewall (not to exceed \$25,000)</p>	<p>For a period of three (3) months commencing on the Transfer Completion Date, which may be extended for an additional three (3) months by the Services Coordinator and Transition Coordinator at no charge if necessary to implement alternative Wide-Area Network</p>

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
				Connection
E. IT System Retention to Support Record Management Services				
1. ADL Data Systems, Inc. skilled nursing electronic medical record management [Reference Contract HHSC 13-0672, SAO2//Sourcing CRN # 6040-8880] [HHSC Application]: *** <i>No system access anticipated to be needed by MHS. However, to enable MHS to provide the Record Management Services, through the Expiration Date, HHSC to maintain their main application and provide historic data, to the extent needed and unavailable on any Soarian EMR System, for MHS to provide the Record Management Services.</i>	N/A	N/A	N/A	<i>Subject to the Archiving Alternative, system maintenance for a term of seven (7) years commencing on the Transfer Completion Date</i>
F. IT Application/System Access For Applications Identified After the Transfer Completion Date Needed <u>For Record Management Services</u>:				
1. Other HHSC Applications Deemed “Record Applications” discovered after the Transfer Completion Date pursuant to <u>Exhibit C</u>, which is NOT a Maui ONLY System described in F.2 (including, without limitation, Miscellaneous Record Applications):	HHSC will provide technical support and maintenance to the Hospitals during regular business hours, including (a) serving as a liaison to vendor as needed, and (b) providing		No charge for system access or technical support, <u>provided that</u> MHS shall be	For a term of seven (7) years commencing on the Transfer Completion Date <u>or, if sooner</u> , (1) the date that MHS successfully copies or otherwise successfully migrates Patient Medical

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
<p>To enable MHS to provide the Record Management Services, to the extent permitted under its existing contractual agreements, HHSC to provide <u>read only (print) access</u> through the Expiration Date for the same purposes and subject to the same usage restrictions (<i>e.g.</i>, on the number of users, sites, facilities, computers, processors, processor cores and others) in effect prior to the Transfer Completion Date.</p>	<p>L1, L2 and L3 help desk support using current HHSC SLA definitions contained in the Workflows.</p> <p>HHSC is responsible for Updates necessary for constancy with continuing application usage by MHS. HHSC to update or upgrade any hardware or software (if made available to other regions or as needed for proper ongoing performance and maintenance and support, including applying Updates).</p> <p>At minimum, HHSC shall provide to MHS the same level of service and support with respect to system hardware and software and support obligations hereunder as is provided to other regions within Hawaii.</p>		<p>responsible for all special or extraordinary license fees above and beyond typical license fees for access to the system imposed by vendor if such fees or costs are imposed as a result of increases in usage by MHS.</p>	<p>Records (and any MHS patient records/studies) from such system into equivalent systems utilized by MHS, or (2) MHS licenses the application directly from the vendor. MHS will notify HHSC, after appropriate quality testing is performed, once any migration is successful.</p> <p>If a license or contract is terminated or amended prior to the Expiration Date in a manner that impacts MHS' continuing access under this Agreement, HHSC shall work with MHS to find a mutually agreeable solution with comparable functionality.</p>

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
<p>2. Other “Maui Only System” Applications Deemed “Record Applications” discovered after the Transfer Completion Date pursuant to Exhibit C (including, without limitation, Miscellaneous Record Applications):</p> <p>To enable MHS to provide the Record Management Services, to the extent permitted under its existing contractual agreements, HHSC to provide <u>read only (print) or full access, as appropriate,</u> through the Expiration Date for the same purposes and subject to the same usage restrictions (e.g., on the number of users, sites, facilities, computers, processors, processor cores and others) in effect prior to the Transfer Completion Date.</p>	<p>Subject to the Archiving Alternative, HHSC is expected to maintain the vendor contract (including maintenance and support) and licensing through the applicable Expiration Date.</p> <p>HHSC to serve as a liaison to vendor as requested by MHS.</p> <p>HHSC is responsible for Updates. HHSC to update or upgrade any hardware or software as needed for proper ongoing performance and maintenance and support, including applying Updates.</p>	<p>MHS, at its sole cost and expense, will provide personnel to support the system during periods of full or read only access by MHS <u>provided that</u> (a) MHS is provided appropriate (administrator level) access to the system to facilitate such support, and (b) MHS is granted direct access to the vendor.</p>	<p>No charge for system access, but MHS shall reimburse HHSC for (1) HHSC’s actual, incremental costs of any Updates; (2) special or extraordinary license fees above and beyond typical license fees for access to the system.</p>	<p>For a term of seven (7) years commencing on the Transfer Completion Date <u>or, if sooner,</u> (1) the date that MHS successfully copies or otherwise successfully migrates Patient Medical Records (and any MHS patient records/studies) from such system into equivalent systems utilized by MHS, or (2) licenses the application directly from the vendor. MHS will notify HHSC, after appropriate quality testing is performed, once the migration is successful.</p> <p>If a license or contract is terminated or amended prior to the Expiration Date in a manner that impacts MHS’ continuing access under this Agreement, HHSC shall work with MHS to find a mutually agreeable solution with comparable functionality.</p>

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
G. IT Application/System Access For Applications Identified After the Transfer Completion Date Needed for Operational Purposes (other than Record Management Services):				
<p>1. Other HHSC Applications Identified or Discovered after the Transfer Completion Date (that do not constitute Record Applications or Maui ONLY Systems described in G.2):</p> <p>To facilitate the orderly transition of the management and operations of the Hospitals, HHSC to provide such access as may be necessary for MHS to operate the Hospitals in the ordinary course of business consistent with past practices (which may in <u>read only (print) access or full access, as appropriate</u>) through the Expiration Date.</p>	<p>HHSC will provide technical support and maintenance to the Hospitals during regular business hours, including (a) serving as a liaison to vendor as needed, and (b) providing L1, L2 and L3 help desk support using current HHSC SLA definitions contained in the Workflows.</p> <p>HHSC is responsible for Updates necessary for constancy with continuing application usage by MHS. HHSC to update or upgrade any hardware or software (if made available to other regions or as needed for proper ongoing performance and maintenance and support, including applying Updates).</p> <p>At minimum, HHSC shall</p>		<p>MHS to reimburse HHSC on a monthly basis for its actual, direct costs of providing MHS access to the system and technical support, prorated for any partial month.</p>	<p>For a term of twenty-four (24) months commencing on the Transfer Completion Date or such earlier or later date of any given IT system or application as may be mutually agreed in writing by the parties.</p> <p>If a license or contract is terminated or amended by a vendor or HHSC prior to the Expiration Date in a manner that impacts MHS' continuing access under this Agreement, HHSC shall work with MHS to find a mutually agreeable solution with comparable functionality.</p>

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
	provide to MHS the same level of service and support with respect to system hardware and software and support obligations hereunder as is provided to other regions within Hawaii.			
<p>2. Other “Maui Only System” Applications Identified or Discovered after the Transfer Completion Date (that do not constitute Record Applications):</p> <p>To facilitate the orderly transition of the management and operations of the Hospitals, HHSC to provide such access as may be necessary for MHS to operate the Hospitals in the ordinary course of business consistent with past practices (which may in <u>read only (print) access or full access, as appropriate</u>) through the Expiration Date.</p>	<p>Subject to the Archiving Alternative, HHSC is expected to use commercially reasonable efforts to maintain the vendor contract (including maintenance and support) and licensing through the applicable Expiration Date.</p> <p>HHSC to serve as a liaison to vendor as requested by MHS.</p> <p>HHSC is responsible for Updates. HHSC to update or upgrade any hardware or software as needed for proper ongoing performance and maintenance and support, including applying</p>	<p>MHS will provide personnel to support the system during periods of full or read only access by MHS <u>provided that</u> (a) MHS is provided appropriate (administrator level) access to the system to facilitate such support, and (b) MHS is granted direct access to the vendor.</p>	<p>MHS to reimburse HHSC on a monthly basis for its actual, direct costs of providing access to the system and technical support by vendor, prorated for any partial month.</p> <p>MHS shall reimburse</p>	<p>For a term of twenty-four (24) months commencing on the Transfer Completion Date or such earlier or later date of any given IT system or application as may be mutually agreed in writing by the parties.</p> <p>If a license or contract is terminated or amended by a vendor or HHSC prior to the Expiration Date in a manner that impacts MHS’ continuing access under this Agreement, HHSC shall work with MHS to find a mutually agreeable solution with comparable functionality.</p>

Service (Including Service Terms and Conditions)	HHSC Responsibility	MHS Responsibility	Service Charge	Expiration Date/Term
	Updates.		HHSC for HHSC's actual, incremental costs of any Updates.	
H. Other Services to Be Performed by MHS				
1. Interim Billing Arrangement: HHSC to permit MHS to bill under MRHS' existing provider numbers pursuant to the terms of the Interim Billing Arrangement attached to the Transition Services Agreement as Exhibit B . In performing these services, HHSC will be a business associate (as that term is defined under HIPAA) of MHS, and shall comply with the Business Associate Agreement attached to the Transition Services Agreement at Exhibit E .	See Exhibits B and E	See Exhibit B	See Exhibit B	See Exhibit B

Notes and Definitions: The following definitions are utilized for purposes of this Exhibit A to the TSA:

- The “**Archiving Alternative**” is as follows: HHSC and MHS recognize that HHSC may seek to archive this data in lieu of maintaining the vendor contract. HHSC shall not permit the vendor contract to expire without first establishing a mutually acceptable alternative

arrangement for storing and maintaining the Patient Medical Records from the application for any period remaining prior to the applicable Expiration Date. Such alternative arrangement shall (a) ensure that the Patient Medical Records are complete and accurate (i.e., preserve the integrity of the studies, images or records), (b) comply with all Legal Requirements applicable to MMC, Kula, and/or LCH, including, without limitation, 42 CFR § 482.24, 42 C.F.R. § 485.638, 42 C.F.R. § 483.70(i) and HIPAA, (c) make the Patient Medical Records readily available and otherwise permit MHS to directly access, and promptly and timely retrieve copies of the Patient Medical Records, and (d) not increase the costs to MHS of providing Record Management Services.

- **“Migration Date”** means the date that MHS successfully copies or otherwise successfully migrates Patient Medical Records (images, reports, and any MHS patient records/studies) from the applicable system into equivalent system(s) utilized by MHS. MHS will notify HHSC, after appropriate quality testing is performed, once the migration for the application/system in question is successful.
- **“Migration Security Protocols”** means the following migration security protocols:
 - Up to date Microsoft patches on the migration server.
 - Up to date antivirus software on the migration server.
 - Only one network interface card that is plugged into one physical network at a time.
 - Only Maui Memorial IT Staff and McKesson IT staff have login access to the migration server while on the HHSC network.
 - Provide logs of when the migration server is installed and removed from the HHSC network.
 - Provide HHSC with the IP and name of the migration server while on the HHSC network.
- **“Regular Business Hours”** means: Monday through Friday from 7:45 a.m. to 4:30 p.m. HST.
- **“Updates”** means system upgrades, updates, patches, fixes, and new releases. When depicted with an “*”, required upgrades will be limited to what is necessary for MHS to access the agreed upon applications in substantially the same manner as utilized on the Transfer Completion Date, as reasonably determined by HHSC after consultation with MHS.
- **“Workflows”** means the (1) 6-29-17 AD Support Workflow for KP Users after Maui Transition; and (2) 6-29-17 Support Workflow for KP Users after Transition, which may be updated or otherwise revised from time to time upon approval of the Services Coordinator and Transition Coordinator.