Assumptions

The following are Altera general project Assumptions and Altera Assumptions that apply to every professional services project. Project specific assumptions to the services implementation will be detailed in each Project Plan (as defined below).

- General Project Assumptions – required conditions for implementation.
- Altera Assumptions – clarifications to the SOW that Altera shall perform.

General Assumptions

1. The parties shall work together for effective project execution and fulfillment of contractual obligations and the key deliverables.

2. The project timeline and resources are documented in Project Plan(s). The Project Plan(s) assumes that all required Client resources are available throughout the project, that they are properly skilled, and that they are allotted appropriate time to complete assigned tasks. The project's timeline and resources are based on Altera prescriptive methodology and content. Changes to methodology or cost may result in increased fees. The Altera Project Manager shall maintain and own the Project Plan(s).

3. All changes to the baseline Project Plan(s), project timeline, or scope documents shall be reviewed and mutually agreed upon by Client and Altera project leadership as part of approved project change control. Requested changes shall be documented and assessed in terms of schedule and cost impact, and risks. Actual scope changes must be agreed and signed by both parties.

4. Risk and issue identification and management is the responsibility of Altera and Client. Client is responsible for managing risk and issue logs, including progress and follow-up logs.

5. Review and ordering of hardware, software, and network minimum requirements are completed before the project kick off meeting. Additionally, hardware and software for the Development environment are to be installed before the kickoff meeting. If Client elects to use non-supported hardware or software, the support of that hardware or software is Client's responsibility.

6. Subject matter experts are required from Client's user community to participate in workflow and data validation sessions. As part of the pre-implementation process, Altera shall provide specific resource requirements for these areas.

7. All printers for this project shall use Microsoft® approved printer drivers.

8. Client shall make available internet connections, and the project assumes that a wireless network in in place which Client owns and maintains.

9. Altera shall provide a description of roles and responsibilities as part of the pre-implementation.

10. Changes to Client's workflows may be necessary for Client to utilize certain functions and features of the implemented solution.

11. Data integration services are based on the following assumptions:

- Altera eLink™ shall be used as the interface engine between Altera products. If eLink is not used for non-Altera products, Client's interface engine and personnel are responsible for all translations and data modifications necessary for each application.
- Client is responsible for contracting and managing other vendors' tasks for interfaces.
- Client resources have a working knowledge of the HL7 standard.

- TCP/IP is the specified communication protocol in use
- ACK/NAK coding can be performed at the communication level only.
- Client shall provide consistent patient identifiers across its entities
- Key Patient Identifiers must be unique among all facilities, there must be one MRN per facility, and the Enterprise Master Person index (EMPi) must be standard across all facilities.
- Sending and receiving systems utilize the same medical record number/visit number format and content.
- HL7 v2.3 is the supported integration version for all Altera solutions.
- Client is responsible for all third-party interfaces, if applicable, which includes providing updated documentation, support and modification to interfaces, and other system customizations.

12. Project team training classes offer a detailed understanding of core application configurations and database schemas to sustain Client database for system usability, ongoing improvement, and end user satisfaction. Education Services, if required for a project and purchased by Client, are listed in the scope document.

13. Altera shall provide "Command Center" activation (Go-Live) support as described in the SOW. Client is responsible for all shoulder-to-shoulder Go-Live support of end users. A Command Center is a centralized place for carrying out orders and for supervising tasks, during activation/Go-Live.

14. Client is responsible for end users having basic computer skills and relevant device training. Authorized users must be trained per the project timeline and must complete all training exercises. If additional Authorized Users are hired or added by Client, such users must also complete the requisite training.

15. Client is responsible for scheduling, tracking, and reporting to Altera on the completion of training for project team members, end users, and coaches.

16. Client is responsible for all upgrades to Client-hosted software, such as the installation of additional operating system patches and fixes, hardware driver updates or SQL patches where applicable.

17. Client shall install/configure, support, and maintain hardware, operating systems, virtualization infrastructure, thin client infrastructure, and network hardware and connectivity, and obtain vendor support for such systems, unless Altera has agreed to perform such tasks under the terms of an Altera hosting or SaaS agreement.

18. Except for hosting or cloud environments maintained by Altera for Client, Client shall provide access and support to all environments that host Altera software. These environments are reasonably available to Altera personnel during normal operating hours (or as otherwise specified in this SOW or in writing by Client).

19. Except with respect to Care Management, Client shall provide remote access in accordance with Altera-approved mechanisms and security measures, which is SecureLink.

20. It is Client's responsibility to make any necessary configuration changes to non-Altera products that affect the Altera implementation.

21. Client shall acquire knowledge of the Altera software and documentation and shall actively input Client data into the system throughout the course of the project, ultimately managing the configured product in its own environment.

22. Client is responsible for the revision of its policies and procedures to support the implementation and operation of Altera products.

23. Client shall provide Altera with resources (such as parking, telephone, printer, and copier access) that are equivalent to those furnished to its own IT staff during the implementation, including, but not limited to:

    a. Client makes available access to any other reasonable and incidental supplies, equipment, and services that would contribute to the efficient execution of the professional services.

    b. Client's Security Officer or designated individual shall cooperate with Altera in collecting data and creating security profiles that meet Client's requirements and allow proper use of the Altera solution.

24. Client is responsible for supplying clean and accurate data, and for extraction and transformation of that data to meet Altera specifications.

25. Client project team shall have Microsoft® Office installed on their machines.

26. The scope for services in this project is based on the assumptions contained herein. Any change to any assumption shall require a change request which may result in a change to the project timeline, effort, and budget.

27. Client is responsible for all decisions, acts, and omissions of any persons regarding the delivery of medical care or other services to any patients. Prior to Licensed Materials being placed in a live production environment, it is Client's responsibility to review and test all Licensed Materials and associated workflows and other content, as implemented, make independent decisions about system settings and configuration based upon Client's needs, practices, standards and environment, and reach its own independent determination that they are appropriate for such live production use. "Licensed Materials" are any software (Altera or Third Party), including associated updates, content, and deliverables provided to Client under the Agreement.

Altera Assumptions

1. Altera shall implement the most current Generally Available ("GA") versions of its software. Altera defines General Availability as software (full or installable version of code of the application) and fundamental books that were developed, tested, and declared deployable for Client consumption.

2. Altera will only implement or install in-scope products on top of supported software. Software updates may need some degree of regression testing and shall be added to the Project Plan(s) as necessary.

3. It is assumed that version-compatible releases of Altera software shall be implemented during this project.

4. Altera shall perform cumulative software updates (CU) during the implementation to maintain software quality. Client is responsible to install Service Releases (PR), that is available thirty (30) days before the activation date of the services being implemented. Service Releases (SR) is a package of software updates to address errors made available by Altera throughout the year.

5. Software updates may need some degree of regression testing, which must be scheduled in this Project Plan and could extend the Project timeline. It is Client's responsibility to ensure that all third-party systems, contracted separately or via Altera, that are connected via interfacing; integration; API's or workflows need to be evaluated with each upgrade. An upgrade or Service

Release can add hours and extend duration of a project which may require additional hours which will be contracted for in a separate SOW.

6. Implementation of some Altera applications include Altera standard "Command Center" activation (Go-Live) support. If such support is included, details shall be set forth in the Project Plan(s). Client may, at its discretion, purchase additional activation support at any time at least two (2) months before activation.

7. For tasks in the Project Plan(s) to which both Altera and Client are assigned, Altera's responsibility is to provide guidance to Client toward completion of that task and Client is responsible for completion of the task.

8. This SOW shall identify whether an Altera Project Manager is included in the scope for the project. If an Altera Project Manager is included, the Altera Project Manager shall deliver a "Project Plan" to both Client and Altera Executive Sponsors for their approval. The Project Plan is a high-level plan that includes major deliverables and milestones from relevant projects. If applicable, the Altera Project Manager shall maintain the Project Plan, and Altera Project Manager(s) shall maintain the Project Plan(s).

9. Altera shall assign resources to implement the Altera solutions and as such shall coordinate the following activities:

- Facilitate the kick-off interface mapping overview with Client and its third-party vendor,
- Provide an overview of the data collection assets and data to be collected and delivered to Altera for configuration,
- Work with Client to begin data collection activities,
- Transfer knowledge and provide guidance throughout all tasks in the project,
- Provide consultative services on test strategy and test script guidelines,
- Provide consultative services on training strategy and training program recommendations,
- Assist with issue identification and escalation within Altera and Client organizations as necessary to achieve resolution.

10. During implementation, Altera shall move content between environments, except configuration which must be moved manually or as otherwise stated in this SOW.

11. Altera shall load, test, and troubleshoot all Medical Logic Modules ("MLM"s) and reports to the extent such items are included as part of an implementation scope.

12. For those Clients that purchase backloading services as part of their project, Altera shall provide guidance to Client on how to backload Active Orders, Allergies, History Rx's in Rx Writer, Health Issues, and other clinical data already in Client's current EHR. Manual entry of patient-related data is a process that legally must be performed by Client.

13. Altera shall present and deliver the prescriptive workflows and shall facilitate validation sessions for those workflows.

14. Altera shall request data files as part of the initial assessment. Altera assumes that when Client-supplied data files are delivered to Altera, they are complete and final versions.

15. Altera services may include both remote and onsite work. "Remote" delivery means project time is spent working on Client activities while not on-site at Client's Facility and "Onsite" delivery means project time is spent working on Client activities at the specified Client Facility.

16. To assist Client's training team, Altera shall:

- Recommend a training program and training governance structures.

- Provide templates and examples of training material including training outlines, a training communication plan, and training schedules.
- Provide recommendations for creating and maintaining Client's training environment.
- Recommend structure and training requirements for establishing a Coaching Network (Super Users).
- Provide recommendations for reporting training results and measuring training effectiveness.

17. Altera provides train-the-trainer consulting as part of the implementation for some solutions and services as identified in the Project Plan(s) and verifies that Client's trainers are prepared to train. Client is responsible for establishing a sustainable training program and for training the end-user community.

18. An Altera Implementation Consultant shall review the standard Altera Reports with Client if reports are provided with the solution or service as per the Project Plan.

19. Altera shall not implement or install products on top of unsupported software or on software that must be upgraded to perform the implementation or installation services. Accordingly, if the services in a SOW require other software to be upgraded, Client is responsible for such upgrades and if Client desires for Altera to perform such upgrade services, such services must be set forth in a separate SOW with additional fees.

20. In the event that Client requests services be performed by Altera prior to the execution of an SOW or similar document, Altera shall perform such work in good faith prior to the execution of an SOW or similar document. All work performed prior to the execution of an SOW or similar document shall be chargeable to Client.

21. Out of Scope Projects are services that are beyond the implementation or services defined in the SOW, and may include additional services required as a result of Software release changes, modifications, improvements, User Product Training, On-Site Live Date Support, Extended Productive Use Support, Consulting Packages, interfaces and conversion, additional training, and/or timeline extensions. In the event Client requests any additional services, Altera and Client will determine the scope of additional services to be provided and the terms and conditions (including any additional fees to be paid if any) pursuant to which should additional services be provided by Altera. Client and Altera will mutually agree to any modifications to the Implementation Services in writing.

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