IMPLEMENTATION SERVICES
- Statement of Work -

March 25, 2014
Proprietary and Confidential

rl solutions™ software for safer healthcare

CONTENTS

1 INTRODUCTION

RL Solutions (RL) has prepared the following Statement of Work (SOW) to provide you with details on the implementation of your RL6 software. This SOW is not a legal document; it does not supersede any license agreements or other signed agreements between RL Solutions and the Client. This document's intention is to outline the package of services that were purchased along with the RL6 system.

This document outlines the project scope, RL Solutions' responsibilities, the Client's responsibilities, assumptions and timeline estimates for the project. Any changes to this document will be handled through the project change request (PCR) procedure outlined in this SOW. If a service is not listed in this document, it is not considered part of this project.

This SOW is intended solely for the Client and RL Solutions only. As such, it cannot be distributed to anyone who is not directly involved with this project without express written consent of both parties.

2 PROJECT SCOPE

2.1 Included in the Scope

RL Solutions will perform the following:

1. Delivery of implementation services as specified on the order form
2. Collaboration on developing, monitoring and maintaining a project plan
3. Installation of the application on test, training and production servers
4. Configuration of interfaces and CSV lookups as specified on related order form
5. System integration testing of basic system functionality and configuration
6. Support and guidance in application configuration changes
7. Training system administrators on all administration components of the software and basic system functionality & workflows (i.e., "train-the-trainer")
8. Transfer to the Support and Client Excellence teams upon rollover to production

2.2 Excluded From the Scope

RL Solutions will not perform the following during implementation:

1. Implementation of products or delivery of services not listed on the order form
2. Evaluation of the Client's current practices, policies and procedures for the purposes of performance improvement
3. Setup of additional system environments and databases
4. Troubleshooting issues relating to the Client's IT infrastructure
5. Installation of non-RL Solutions software, servers, workstations or any other hardware
6. Migration of data to RL6 from other systems unless otherwise specified in the order form
7. Export of RL6 data to other systems or third parties other than those specified in the order form
8. Training of front-line staff

3 PROJECT OUTLINE

The following section provides an overview of the project phase.

The RL Solutions implementation process is designed to get our clients up and running quickly using a proven methodology that ensures success. After over 1300 implementations, our process has been refined to emphasize training that enables clients to configure their own RL6 software with the support of an RL Solutions Implementation Specialist.

3.1 Phase 0 – Readiness

During the first phase of the project, the Client will assemble a project team and complete tasks assigned in the welcome call. These tasks include preparing local servers and databases, and provisioning VPN client access to RL Solutions (no tunnel required). Once this is complete, the Client will be assigned an implementation team and RL Solutions will schedule a project kick-off call. For greater detail, please refer to the steps in the Project Plan.

Deliverables:

1. Welcome call and preparatory task assignments
2. Signed Statement of Work
3. Server and database builds in accordance with RL Solutions technical specifications (Client)
4. Completed technical workbook (Client)
5. Implementation resources assigned
6. Preliminary project plan
7. Project kick-off call

Client resources involved	Time commitment
Project Sponsor	5 hours
Project Manager	2-3 hours/week
End User Representative	2-5 hours
System Administrator	2-5 hours
Technical Representative	2-3 hours/week

Estimated Duration: 2 months (subject to client completing preparatory tasks)

3.2 Phase 1 – Installation and Configuration

Phase 1 focuses on installing and configuring the Client's RL6 software. RL Solutions will work closely with the Client's IT resources to successfully install RL6 and connect RL6 to internal systems. At the same time, RL Solutions will train the Client's system experts on all aspects of the application. The Client will have 3 weeks to complete any configuration changes required with the guidance and support of the RL Solutions.

Deliverables:

1. Application Orientation training
2. Four Admin training & configuration sessions (3 hours each session):
    a. Fields and Picklists
    b. Info Center, Report Center, Roles and Scopes
    c. User and Location spreadsheet
    d. Alerts and Schedules
3. Completed configuration changes (Client with guidance and support from RL Solutions)
4. Completed file: User and Locations spreadsheet (Client)
5. Installation of application on testing, training and production servers
6. Configuration of any interfaces purchased

Client resources involved	Time commitment
Project Sponsor	2-5 hours
Project Manager	2-3 hours/day
End-User Representative	2-3 hours/day
System Administrator	2-3 hours/day
Technical Representative	2 hours/week

Estimated Duration: 1 month

3.3 Phase 2 – Testing

Phase 2 focuses on testing the installed and configured application in preparation for the rollover to production. RL Solutions will conduct a thorough Systems Integration Test (SIT) to validate that all the basic application components and interfaces to the Client's internal systems function correctly. Once this test is complete, the Client will conduct user acceptance testing (UAT) to validate that the application configuration supports its data collection and workflow needs.

Deliverables:

1. Full Systems Integration Test (RL Solutions)
2. User acceptance test (Client)
3. Support and guidance for the Client to adjust the configuration as required
4. Finalized configuration

Client resources involved	Time commitment
Project Sponsor	2-5 hours
Project Manager	2-3 hours/day
End-User Representative	2-5 hours/day
System Administrator	2-5 hours/day
Technical Representative	2 hours/week

Estimated Duration: 3 weeks

3.4   Phase 3 – Roll Over to Production

Phase 3 focuses on the final preparations required for the rollover to production. During this phase, RL Solutions will provide training for the Client's trainers to effectively train end-users. Once this is done and the completed configurations have been copied to the test and production environments, the implementation project is complete and the Client will be transferred to the Support and Client Excellence teams for ongoing support.

Note: Phase 3 is not dependent on the Client completing end-user training. Once the configurations have been copied to the production environment, the Client can begin reporting at any time.

Deliverables:

1. Train-the-Trainer training
2. Copy configurations to test, training and production environments
3. Transfer to Client Excellence and Support

Client resources involved	Time commitment
Project Sponsor	2-5 hours
Project Manager	2-3 hours/day
End-User Representative	2-5 hours/day
System Administrator	2-5 hours/day
Technical Representative	2 hours/week

Estimated Duration: 2 weeks

4 ROLES AND RESPONSIBILITIES

The following section provides information about the roles and responsibilities of both the RL Solutions and the Client project teams.

4.1 RL SOLUTIONS

4.1.1 RL Solutions Project Sponsor

RL Solutions will provide a designated Project Sponsor who will:

- Address escalations or project issues that require authority beyond that of the RL Solutions Project Manager
- Ensure that the necessary resources are committed to the project

4.1.2 RL Solutions Project Manager

RL Solutions will provide a designated Project Manager who will:

- Collaborate with the Client Project Manager on the Project Plan
- Ensure all RL Solutions project tasks are completed as per the Project Plan
- Resolve project bottlenecks
- Escalate issues to the appropriate party for resolution as needed
- Manage the change control procedure for those tasks which are outside the scope of this project
- Be the primary point of contact for the Client project team

4.1.3 RL Solutions Implementation Lead

RL Solutions will provide a designated Implementation Lead who will:

- Conduct the Application Orientation, Admin and Train-the-Trainer training
- Support the Client Implementation Lead with configuration of the software
- Provide support during UAT and rolling RL6 over to production
- Collaborate with the Client and RL Solutions Project Managers, as required
- Escalate issues to the appropriate party for resolution as needed
- Participate in project meetings, as outlined in the Project Plan

4.1.4 RL Solutions Technical Lead

RL Solutions will provide a designated Technical Lead who will:

- Install the RL6 software in collaboration with the Client Technical Representative and the Client System Administrator
- Configure the RL6 software components and interfaces to other systems as purchased on the order form
- Conduct the SIT along with the Client resources, as outlined in the Project Plan
- Provide support during UAT and the rollover to production
- Escalate issues to the appropriate party for resolution as needed
- Participate in project meetings, as outlined in the Project Plan

Please note that several of the roles and responsibilities listed above may be handled by a single individual. Each role does not necessarily represent a separate RL Solutions resource.

4.2 THE CLIENT

4.2.1 Client Project Sponsor

The Client will provide a designated Project Sponsor (ideally a senior member of the organization) who will:

- Demonstrate management-level support and commitment to the project
- Serve as the ultimate decision maker regarding how the project proceeds
- Communicate the project status to senior leadership
- Ensure that the necessary resources are committed to the project

4.2.2 Client Project Manager

The Client will provide a designated Project Manager who is skilled at handling cross-functional project implementations, and who knows how to get things done within the Client's organization. The Client Project Manager will:

- Collaborate with the RL Solutions Project Manager on the Project Plan
- Ensure all project tasks are completed as per the Project Plan
- Resolve project bottlenecks
- Escalate issues to the appropriate stakeholders for resolution
- Manage the change control procedure for those tasks which are outside the scope of this project
- Be the primary point of contact for the RL Solutions project team

4.2.3 Client End-User Representative

The Client will designate End-User Representative(s) who will:

- Possess a solid understanding of the file management processes as well as the overall project objectives
- Be available throughout the Install & Configuration phase of the project
- Be available to answer questions or provide input during the project
- Participate in the User Acceptance Testing
- Perform and coordinate end-user education

4.2.4 Client System Administrator

The Client will designate a System Administrator who will:

- Provide Level 1 support to end users and provide day-to-day administration of the system after the rollover to production
- Work with the RL Solutions project team during SIT and UAT
- Learn the RL6 system and be available for training, as specified in the Project Plan
- Make custom configurations with the support of the RL Solutions Implementation Lead
- Be available to provide system support to end-users, as necessary

4.2.5 Client Technical Representative

The Client will designate a Technical Representative who will:

- Provide RL Solutions with system access and participate in the RL6 software installation
- Provide RL Solutions with network access and participate in the workstation configuration, if necessary
- Execute appropriate backups of the testing, training and production environments, as required
- Provide ongoing technical support during SIT, UAT and after the rollover to production

Please note that the roles and responsibilities listed above may be handled by a single individual. Each role does not necessarily require a separate Client resource.

5 PROJECT ASSUMPTIONS

To execute the project successfully, several key assumptions have been made. Deviations that arise during the project may impact project timelines and the scope of work provided by RL Solutions. If any such situations occur, RL Solutions and the Client Project Managers will meet and agree on the appropriate course of action.

Project:

- All project-related work will be performed as per the Project Plan within designated timelines
- Additional hours will be purchased by the Client in the event that the hours included in the order form are insufficient
- Changes to the Project Plan will be mutually agreed upon between RL Solutions and the Client through the change control process
- RL Solutions representatives will participate in meetings, as required, either in person or by telephone. Time spent in remote/on-site meetings is counted towards the purchased service hours.

Technical:

- The servers or virtual machines for testing, training and production environments meet or exceed the specifications provided by RL Solutions and are ready according to the Project Plan
- The Client workstations meet or exceed the specifications provided by RL Solutions
- The Client will install and configure the servers (operating systems, patches, virtual machines, etc.) prior to the RL6 software being installed
- The Client's technical staff are familiar with internal systems and network settings
- The Client technology infrastructure is sufficient to support reasonable performance of the RL6 system
- Technical support will be available to RL Solutions throughout this project
- RL Solutions will be provided with access (including VPN access) to all of the necessary software, systems and servers to perform its responsibilities as part of this project

Organizational:

- Support during implementation and after transition to Support will be provided in accordance with the RL Solutions Software Support and Maintenance Guide (http://www.rlsolutions.com/Terms_Of_Use/North_America.aspx)
- Client System Administrator(s) and RL Solutions will track all software-related issues via the RL Ssupport Center
- If applicable, the Client will be responsible for all expenses related to onsite services including, but not limited to, airfare, accommodation, car and mileage, food and other living expenses, as per the RL Solutions Client Services Guide (see separate guide for details)

6 SERVICE HOURS

The Service Hours listed on the Order Form represent the maximum amount of time that RL Solutions resources will provide as part of this project. Great care has been taken to properly scale the Service Hours to this project. In most cases, the Service Hours should be sufficient to achieve successful implementation. In the event that the Service Hours listed are not sufficient, additional time from RL Solutions can be purchased.

Travel time is not deducted from the quoted implementation service hours and is not billed to the Client. All expenses related to travel, such as airfare, car, mileage, hotel and living expenses are billable and are not included in the Order Form.

RL Solutions will track all time spent by all RL Solutions resources on the implementation project. Activities tracked include, but are not limited to:

- All remote and on-site meetings and conference calls
- Communications by phone or email
- Technical and non-technical assistance
- Configuration activities
- Internal RL meetings related to the project
- Preparation of notes/minutes/documentation, etc.

RL Solutions will provide regular updates on service hour use, at a frequency agreed upon with the Client Project Manager. RL Solutions will inform the Client when utilization is approaching 50% and 75%. At that time, RL Solutions may also make a recommendation for the best use of the remaining hours and/or the purchase of additional service hours.

Upon completion of the implementation project, unused service hours will expire and cannot be transferred to other products or services.

7 CHANGE CONTROL

The following is a detailed explanation of the process for making a change to the project scope and/or this SOW, if required.

1. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR will describe the change, the rationale for the change and the impact the change will have on the project.
2. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
3. Both Project Managers will review the PCR and determine if it is necessary. If both agree, then the PCR will be investigated by RL Solutions.
4. The results of the investigation including any designs, costs and timeline estimates will be presented to the Client Project Manager for discussion and approval.
5. Upon signed approval by the Client Project Manager, RL Solutions will commence work as outlined in the PCR.

8 PROJECT DELAYS

RL Solutions recognizes and accepts that there may be delays during the project life cycle due to events beyond the control of both RL Solutions and the Client. Such delays may include, but are not limited to, delays in obtaining project approvals, weather issues, personal emergencies and personnel changes. RL Solutions considers these delays a normal part of conducting business and will work together with the Client to accommodate these types of delays.

RL Solutions reserves the right to reassign resources and/or re-prioritize this project if a delay occurs due to a lack of response from the Client or the Client requested suspension of the project due to other priorities or extended changes in personnel, and those changes result in scheduling conflicts with other RL Solutions projects. This may result in a restart date that may or may not match the Client's desired date.

Project delays may also add more RL Solutions hours to the project. This situation will be handled using the change control process outlined previously.

9 COMPLETION CRITERIA

RL Solutions will have fulfilled its obligations under this SOW when any one of the following first occurs:

*   RL Solutions achieves the deliverables and checkpoints described in this SOW; or,
*   The implementation service hours listed on the order form have expired; or,
*   The Client is successfully transferred to the Client Excellence and Support teams.

\<Client Name\>

Implementation Project – Authorization to Proceed

RL Solutions will provide services to \<Client Name\> to implement the RL Solutions products successfully into production as outlined in this Statement of Work dated March 25, 2014.

The signature below indicates our agreement and acceptance of the proposed scope of work and authorizes RL Solutions to begin work on this project.

\<Client Name\>

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

RL Solutions

Authorized Signature: _____

Name: _____

Title: _____

Date: _____