

SECOND AMENDMENT TO SYSTEM AGREEMENT

between

COUNTY OF SANTA BARBARA

and

GE HEALTHCARE

August 15, 2013

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT (hereafter Second Amendment) to System Agreement, Contract Number BC-11-083, (hereafter Agreement), made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and GE Healthcare, Inc. (hereafter CONTRACTOR).

WHEREAS, the Agreement is effective through March 14, 2016; and

WHEREAS, the parties desire to further amend the Agreement to adjust compensation to provide for Change Order Number O52ALA00211L which shall provide for additional software and user licenses to implement a patient portal element for the electronic health record (EHR) system to allow patient access to elements of their electronic medical records, facilitate secure messaging between patient and their health care team and to meet Meaningful Use requirements as defined by Medicare and Medicaid (Medi-Cal in California); and

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the Agreement and First Amendment, except as modified by this Second Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**

The Agreement is amended as follows:

- 1.40 **MAXIMUM AMOUNT.** The Maximum Amount payable under the terms of this Existing Agreement for GE Software Licenses and Maintenance and Support shall be ~~\$1,673,126.21~~ **\$1,746,352.51** as set forth in Exhibit A. This includes the annual maximum increases for Maintenance and Support for the initial five-year term of the Existing Agreement that expires March 14, 2016.
- 3.3 **MAXIMUM AMOUNT.** The Maximum Amount payable under the terms of this Existing Agreement for GE Software Licenses and Maintenance and Support shall be ~~\$1,673,126.21~~ **\$1,746,352.51** as set forth in Exhibit A. This includes the annual maximum increases for Maintenance and Support for the initial five-year term of the Existing Agreement that expires March 14, 2016.

The Exhibits are amended as follows:

EXHIBIT B PAYMENT SCHEDULE shall incorporate **EXHIBIT B-2, PATIENT PORTAL CHANGE ORDERS**, attached hereto and incorporated herein by reference.

EXHIBIT F STATEMENT OF WORK shall incorporate **EXHIBIT F-1, PATIENT PORTAL STATEMENT OF WORK**, attached hereto and incorporated herein by reference.

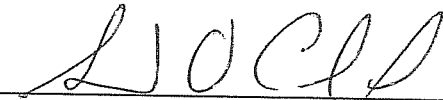
3. **Effectiveness of Agreement.** Except as explicitly modified by this Second Amendment, all of the terms and provisions of the Agreement and all previous modifications and amendments, if any, are and remain in full force and effect.
4. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Second Amendment for System Agreement between the **County of Santa Barbara** and **GE Healthcare**.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

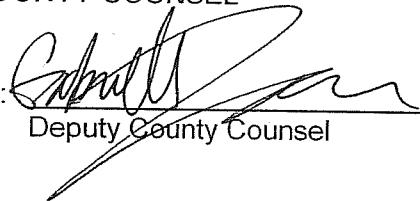

Chair, Board of Supervisors

By: 
Deputy Clerk

Date: 9-17-13

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

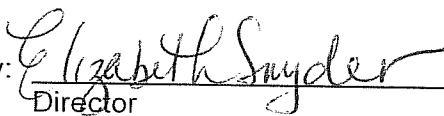
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

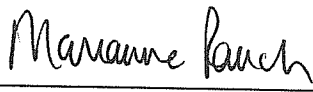
By: 
Deputy County Counsel

By: 
Deputy

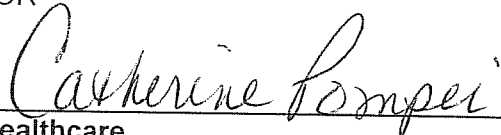
APPROVED
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: 
Director

By: 
Risk Manager

CONTRACTOR

By: 
GE Healthcare

Date: 8/30/2012

EXHIBIT B-2

PATIENT PORTAL CHANGE ORDERS

The Change Order below, number O52ALA002I1L, dated 8/19/2012, shall be added to the Agreement.



GE Healthcare

Proposal To

County of Santa Barbara, Public Health Department

Customer Number:

Proposal Expiration Date: 10/25/2013

Bill To Customer

Customer Name: County of Santa Barbara, Public Health Department
Contact Name: Gail Johnson
Address: 300 N. San Antonio Road
Bldg 1
City,State Zip Code: Santa Barbara, CA 93110
Phone: (805) 681-5146
Email: gjohnson@sbcphd.org

End User Customer

Customer Name: County of Santa Barbara, Public Health Department
Contact Name: Gail Johnson
Address: 300 N. San Antonio Road
Bldg 1
City,State Zip Code: Santa Barbara, CA 93110
Phone: (805) 681-5146
Email: gjohnson@sbcphd.org

GE Sales Representative: Blake Donahue
Phone: (414) 721-2254
Fax: (414) 908-9256
Email: Blake.Donahue@ge.com



GE Healthcare

County of Santa Barbara, Public Health Department

August 19, 2013

Investment Summary

| | <u>Extended List Price</u> | <u>Discount</u> | <u>Net Price</u> |
|--------------------------------------|----------------------------|-----------------|------------------|
| Software Schedule | \$66,666.00 | (\$29,999.70) | \$36,666.30 |
| Professional Services | \$6,000.00 | (\$600.00) | \$5,400.00 |
| Total One Time Investment | \$72,666.00 | (\$30,599.70) | \$42,066.30 |
| Annual Support and Maintenance Total | \$14,664.00 | (\$2,199.60) | \$12,464.40 |



GE Healthcare

County of Santa Barbara, Public Health Department

August 19, 2013

Software Schedule

| <u>Qty</u> | <u>Part Num</u> | <u>Description</u> | <u>Unit Price</u> | <u>Unit Discount</u> | <u>Discounted Price</u> | <u>Extended Price</u> |
|-----------------------|-----------------|---|-------------------|----------------------|-------------------------|-----------------------|
| 200 | 2038106-001 | CENTRICITY EMR-PATIENT PORTAL (CONCURRENT) Centricity EMR Patient Portal (formerly called CareCatalyst) Software (licensed on a Concurrent User Basis) | \$333.33 | (\$150.00) | \$183.33 | \$36,666.30 |
| 1 | 2023751-006 | CENTRICITY EMR PATIENT PORTAL MEDIA KIT | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total Software | | | | | | \$36,666.30 |

Footnotes:

1. The license term for the GE Healthcare software products included in this quotation is perpetual.
2. Customer acknowledges that certain modules of GE Healthcare or third party software contain smaller components or units. If Customer elects to install only some components or units of a module of GE Healthcare or third party software, Customer shall not be entitled to any refund or credit for those components or units not installed.
3. Licensed Software will be shipped or electronically delivered immediately upon receipt of a signed Quotation. Invoice will be generated upon shipment or electronic transmission of the Licensed Software.

Professional Services Schedule

| <u>Qty</u> | <u>Part Num</u> | <u>Description</u> | <u>Unit Price</u> | <u>Unit Discount</u> | <u>Discounted Price</u> | <u>Extended Price</u> |
|------------------------------------|-----------------|---|-------------------|----------------------|-------------------------|-----------------------|
| 30 | 2060037-001 | Centricity SMPP Implementation Services Training and project coordination services | \$200.00 | (\$20.00) | \$180.00 | \$5,400.00 |
| Total Professional Services | | | | | | \$5,400.00 |

Footnotes:

1. Effort hours and effort days are estimated. One day equals eight (8) hours.
2. GE Healthcare reserves the right to reallocate effort between software applications.
3. Professional Services priced on a flat fee basis will be invoiced upon the Go-Live Date, which means the date the Licensed Software is ready for use in a production environment or upon completion of the services (for services provided subsequent to the Go-Live Date).
4. Professional Services priced on an hourly basis will be invoiced monthly after delivery of services.
5. Travel and living expense will be billed separately on a monthly basis as incurred.

Support and Maintenance Services Schedule

| <u>Qty</u> | <u>Part Num</u> | <u>Description</u> | <u>Unit Price</u> | <u>Unit Discount</u> | <u>Discounted Price</u> | <u>Extended Price</u> |
|------------|-----------------|--|-------------------|----------------------|-------------------------|-----------------------|
| 200 | 2038108-001 | CENTRICITY EMR-PATIENT PORTAL ANNUAL SUPP (CONCURRENT) Centricity EMR Patient Portal (formerly called CareCatalyst) Annual Support (licensed on a Concurrent User Basis) | \$73.32 | (\$11.00) | \$62.32 | \$12,464.40 |

Quote #: QS2ALA2285D0 / O52ALA00211L

GE Healthcare Confidential

Configuration expires on: 10/25/2013
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GE Healthcare

County of Santa Barbara, Public Health Department

August 19, 2013

Support and Maintenance Services Schedule

| <u>Qty</u> | <u>Part Num</u> | <u>Description</u> | <u>Unit Price</u> | <u>Unit Discount</u> | <u>Discounted Price</u> | <u>Extended Price</u> |
|---|-----------------|--------------------|-------------------|----------------------|-------------------------|-----------------------|
| Total Support and Maintenance Services | | | | | | \$12,464.40 |

Footnotes:

1. The Initial Term of Maintenance and Support, if applicable shall commence, and the annual fees shall be invoiced upon the Installation Date (except for Centricity Practice - Advanced Auto Indexing and Centricity Practice - Online Bill Pay, which shall begin upon first live use) and shall end immediately prior to the first anniversary of such date. "Installation Date" means the date of issuance of the keys that enable the use of the Licensed Software. During the annual term of a customer's maintenance and support contract, customer may request termination of maintenance and support on any of their licenses by notifying GE of the change. Upon receipt of customer's written notification, GE will deactivate the license or licenses, which will terminate maintenance and support on those license or licenses. Because maintenance and support are provided on an annual term, no credits or refunds are issued on deactivated licenses for the remaining months of the annual term. ~~Maintenance and support on deactivated licenses will not be renewed or billed at the annual contract renewal date, provided customer notifies GE of license deactivation within 60 days prior to annual contract renewal date.~~



GE Healthcare

County of Santa Barbara, Public Health Department

August 19, 2013

Payment Schedule

| <u>Milestone Event/Contract Item</u> | <u>% of Price</u> | <u>Amount</u> | <u>Monthly Fee</u> |
|--|----------------------------------|---------------------|--------------------|
| DELIVERY | | | |
| CENTRICITY EMR-PATIENT PORTAL (CONCURRENT) | 100% | \$36,666.30 | |
| | Total DELIVERY | \$36,666.30 | \$0.00 |
| SERVICE HOURS USED | | | |
| Centricity SMPP Implementation Services | Billed Monthly As Used | \$5,400.00 | |
| | Total SERVICE HOURS USED | \$5,400.00 | \$0.00 |
| INSTALLATION | | | |
| CENTRICITY EMR-PATIENT PORTAL ANNUAL SUPP (CONCURRENT) | 100% | See Maint. Schedule | |
| | Total INSTALLATION | \$0.00 | \$0.00 |
| | Total One Time Investment | \$42,066.30 | \$0.00 |

Footnotes:

1. Payments are due upon the events specified above.
2. Late fees shall accrue on all amounts not paid within forty-five (45) days of invoice date.
3. Customer agrees to pay all shipping, handling and insurance costs which will be billed as incurred.
4. Maintenance/Support is a recurring charge, which will begin at the listed event.
5. Completion of milestone for any component within the Centricity Practice Solutions Suite constitutes completion of that milestone for the respective suite in its entirety.

EXHIBIT F-1

PATIENT PORTAL STATEMENT OF WORK

Purpose:

- Document the roles and responsibilities of the GE and Santa Barbara County Public Health Department's (SBCPHD)'s project teams.
- Document the high-level approach and milestones.
- Document the timeline for the project.

Product Description

Centricity EMR Patient Portal will allow SBCPHD patients to view online, download and transmit their health information and access clinical summaries for each office visit. It will also integrate with the necessary infrastructure so patients and their care providers can securely message with each other. SBCPHD will purchase 200 concurrent licenses, annual maintenance, installation and training from GE Healthcare.

Implementation Approach

Implementation: SBCPHD will purchase the GE Centricity Patient Portal concurrent software licenses and annual maintenance on this contract. The department will also work with GE professional services to install the Patient Portal in a test computing environment and conduct site testing. In addition, GE professional services will be used to integrate the Patient Portal to GE Centricity EMR and Secure Messenger.

Training: GE will conduct technical training and knowledge transfer with the SPCPHD IT technical team so they are able to provide ongoing support of the Patient Portal and the Secure Messaging technical environments. GE professional services will also provide introductory training for the eForms tool and for patient portal content editing.

The SBCPHD plans to work with third party consultants to develop and implement the customized portal content including the look and feel of the web interfaces (i.e. "Skinning"), portal navigation, and the development of customized workflows.

Specific deliverables, due dates, and the responsible party for each, is included in the following Table 1 below.

Table 1 Patient Portal Project Work Plan

| Deliverable/Task | Due Date | Responsible Party | Comments |
|---|------------|--------------------------------------|----------|
| Acquire GE Healthcare Patient Portal software | 10-1-2013 | PHD Contracts | |
| Technical Build in Test Environment | | | |
| Install Patient Portal Software | 10-7-2013 | GE Healthcare Consultants and PHD IT | |
| Site Testing | 10-14-2013 | GE Healthcare Consultants and PHD IT | |
| Conduct Technical Training (Installation and Support) | 10/21/2013 | GE Healthcare and PHD IT | |
| Integrate to GE Centricity EMR | 10/14/2013 | GE Healthcare and PHD IT | |
| Integrate to Secure Messenger | 10/14/2013 | GE Healthcare | |

| Deliverable/Task | Due Date | Responsible Party | Comments |
|--|------------|--|----------|
| | | and PHD IT | |
| Quick Start and Provisioning Users | 10/29/2013 | GE Healthcare and SBC-PHD Project Team | |
| Secure Messaging Introductory Training | 11/5/2013 | GE Healthcare and SBC-PHD Project Team | |
| Introductory training for Patient Portal content editing | 11/12/2013 | GE Healthcare and SBC-PHD Project Team | |
| Introductory Training to use eForms | 11/19/2013 | GE Healthcare and SBC-PHD Project Team | |