

FIRST AMENDMENT TO SYSTEM AGREEMENT

between

COUNTY OF SANTA BARBARA

and

GE HEALTHCARE

June 26, 2012

THIS IS THE FIRST AMENDMENT TO SYSTEM AGREEMENT (First Amendment) dated March 15, 2011, (Contract Number BC-11-083) and as may be amended, (Existing Agreement), made by and between the County of Santa Barbara, a political subdivision of the State of California (COUNTY), and General Electric Company, by and through its GE Healthcare division, a New Jersey corporation (CONTRACTOR).

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

WHEREAS, the parties desire to amend the Existing Agreement to adjust compensation to provide for Change Order Number O52ALA0029GX which shall expand access to the electronic health record (EHR) system to accommodate additional concurrent users to meet patient care needs at all health care center and satellite locations; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Existing Agreement, except as modified by this First 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 Existing Agreement as follows:

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

The Existing 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 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 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-1, CHANGE ORDERS, attached hereto and incorporated herein by reference.

3. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Existing Agreement. The terms and provisions of the Existing Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

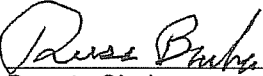
IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on the date of execution hereof by the Board of Supervisor's approval of the First Amendment.

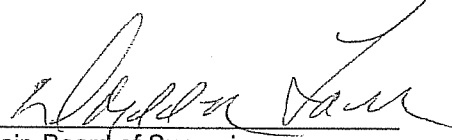
COUNTY:

COUNTY OF SANTA BARBARA

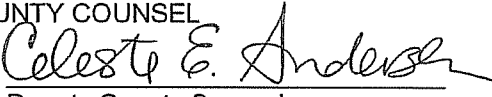
ATTEST:

CHANDRA L. WALLAR
CLERK OF THE BOARD

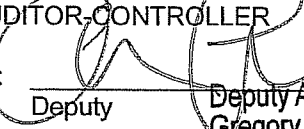
By: 
Deputy Clerk


Chair, Board of Supervisors
Date: 6-26-12

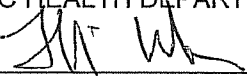
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

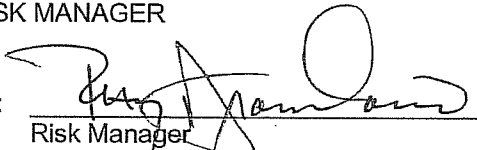
APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By:  Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

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

By: 
Director

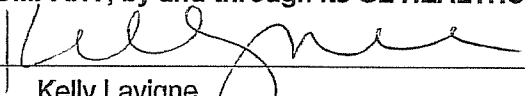
APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: 
Risk Manager

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on the date of execution hereof by the Board of Supervisor's approval of the First Amendment.

CONTRACTOR:

GENERAL ELECTRIC COMPANY, by and through its GE HEALTHCARE division

By: 
Date: 6.12.12 Kelly Lavigne
Service Operations Leader
GE Healthcare



GE Healthcare

Exhibit B-1

CHANGE ORDER

ORDER: O52ALA0029GX

OPERATING UNIT: Independent Practice

SALES REP.: Christy Shea

THIS CHANGE ORDER (this "Change Order") is between the General Electric Company, by and through its GE Healthcare division (referred to herein as "GE Healthcare"), on its own behalf and as successor in interest to GE Medical Systems, and the customer named below (the "Customer"). GE Healthcare (either directly or through one of its affiliated entities, such as GE Medical Systems Information Technologies, Inc., and/ or GE Healthcare IITS USA Corp. (formerly known as IDX Information Systems Corporation)) and Customer have previously executed a System Agreement dated on or before March 15, 2011, (as amended, the "Existing Agreement(s)"). The Existing Agreement(s) govern the sale of computer equipment, the licensing of computer programs and the delivery of services. The terms of this Change Order amend and supplement the Existing Agreement(s) and in the event of any conflict or inconsistency between the applicable terms of the Existing Agreement(s) and the terms of this Change Order, the terms of this Change Order shall govern and control with respect to the subject matter herein; otherwise, all provisions of the Existing Agreement(s) remain in full force and effect. Unless otherwise set forth herein, all capitalized terms used in this Change Order have the definitions given in the Existing Agreement(s).

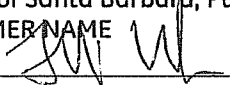
IMPORTANT CUSTOMER ACTION:

Please **indicate only one** form of payment for this arrangement. If financing by **"GE HFS Loan" or "GE HFS Lease" is NOT selected at this time**, then you may **NOT** elect to seek financing with GE Healthcare Financial Services (GE HFS) at a later date to fund this arrangement.

☒ Cash ☐ GE HFS Loan ☐ GE HFS Lease
☐ Third-Party Lease (Please identify finance company _____)

County of Santa Barbara, Public Health Department

CUSTOMER NAME

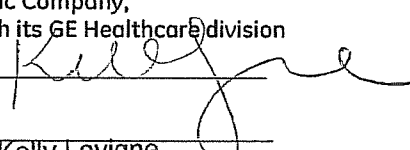
By: 

[Name] Takashi Wada, MD, MPH

[Title] Director / Health Officer

[Date] 6/14/12

General Electric Company,
by and through its GE Healthcare division

By: 

[Name] Kelly Lavigne
Service Operations Leader
GE Healthcare

[Title]

[Date] 6-12-2012



GE Healthcare

County of Santa Barbara, Public Health Department

June 4, 2012

<i>Investment Summary</i>

Software Schedule	\$105,750.00
Third Party Software Schedule	\$18,666.55
Third Party Additional/Professional Services	\$9,900.00
Total One Time Investment	\$134,316.55
Annual Support and Maintenance	\$29,962.50
3rd Party Annual Support and Maintenance	\$5,099.40



GE Healthcare

County of Santa Barbara, Public Health Department

June 4, 2012

Software Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Investment</u>	<u>Net Investment</u>
50	3387	Centricity Electronic Medical Record Software (Concurrent) Oracle platform	\$157,500.00	\$94,500.00
50	2017187-001	Centricity EMR CCCQE Form Set (Concurrent)	\$18,750.00	\$11,250.00
Total Software			\$176,250.00	\$105,750.00

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 software contain smaller components or units. If Customer elects to install only some components or units of a module of GE Healthcare 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.



GE Healthcare

County of Santa Barbara, Public Health Department

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Third Party Software, Maintenance and Support Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Investment</u>	<u>Net Investment</u>
50	2038104-001	CEMR Clinical Messenger (per Concurrent User) Centricity Electronic Medical Record Clinical Messenger (licensed on a Concurrent User basis)	\$16,666.50	\$11,666.55
50	2038105-001	CEMR Clinical Messenger SSA (per Concurrent User) Centricity Electronic Medical Record Clinical Messenger Annual Support (licensed on a per Concurrent User basis)	\$3,666.00	\$3,299.40
50	2034254-001	CEMR Document Management EMR (per Concurrent User) Centricity Electronic Medical Record Document Management Electronic Medical Record (licensed on a Concurrent User basis)	\$10,000.00	\$7,000.00
50	2034255-001	CEMR Document Management SSA (per Concurrent User) Centricity Electronic Medical Record Document Management Annual Support (licensed on a per Concurrent User basis)	\$2,000.00	\$1,800.00
50	2037196-002	Centricity Complementary Product Implementation (per hour) Implementation services for Document Management, Clinical Messenger, CareCatalyst or ePrescribing	\$11,000.00	\$9,900.00
Total Third Party Software			\$26,666.50	\$18,666.55
Total Third Party Maintenance			\$5,666.00	\$5,099.40
Total Third Party Additional/Professional Services			\$11,000.00	\$9,900.00

Footnotes:

1. Customer acknowledges that certain modules of third party software contain smaller components or units. If Customer elects to install only some components or units of a module of third party software, Customer shall not be entitled to any refund or credit for those components or units not installed.
2. Third party 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.



GE Healthcare

County of Santa Barbara, Public Health Department

June 4, 2012

Support and Maintenance Services Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Investment</u>	<u>Net Investment</u>
50	3051	Centricity Elec Medical Record Annual Support (Concurrent) Oracle platform	\$26,775.00	\$26,775.00
50	2017193-001	Centricity EMR CCCQE Form Set Annual Spt (Concurrent)	\$3,187.50	\$3,187.50
Total Support and Maintenance Services			\$29,962.50	\$29,962.50



GE Healthcare

County of Santa Barbara, Public Health Department

June 4, 2012

Payment Schedule

<u>Milestone Event/Contract Item</u>	<u>% of Price</u>	<u>Amount</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
DELIVERY				
Third Party Software Schedule	100%	\$18,666.55		
Centricity Electronic Medical Record Software (Concurrent)	100%	\$94,500.00		
Centricity EMR CCCQE Form Set (Concurrent)	100%	\$11,250.00		
Total DELIVERY		\$124,416.55	\$0.00	\$0.00
INSTALLATION				
Centricity Elec Medical Record Annual Support (Concurrent)	100%	See Maint. Schedule		
Centricity EMR CCCQE Form Set Annual Spt (Concurrent)	100%	See Maint. Schedule		
3rd Party SW Maintenance	100%	See 3rd Party Schedule		
Total INSTALLATION		\$0.00	\$0.00	\$0.00
SERVICE HOURS USED				
Third Party Additional/Professional Services	100%	\$9,900.00		
Total SERVICE HOURS USED		\$9,900.00	\$0.00	\$0.00
Total One Time Investment		\$134,316.55	\$0.00	\$0.00