

BC 1-083

A-36

SYSTEM AGREEMENT
between
SANTA BARBARA COUNTY
and
GENERAL ELECTRIC HEALTHCARE
DATED MARCH 15, 2011

BC-11-083

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SYSTEM AGREEMENT

This System Agreement and Exhibits hereto (together referred to herein as the "Agreement") is entered into as of March 15, 2011 (the "Effective Date"), by and between the County of Santa Barbara, California (hereinafter COUNTY), and, General Electric Company, by and through its GE Healthcare division, a New Jersey corporation, (hereinafter CONTRACTOR), as described further below.

RECITALS

WHEREAS, the COUNTY evaluated CONTRACTOR's proposal and COUNTY identified CONTRACTOR as the selected contractor for its SYSTEM; and

WHEREAS, CONTRACTOR desires to enter into an Agreement with COUNTY to meet the needs of COUNTY for the SYSTEM; and

WHEREAS, COUNTY and CONTRACTOR have agreed that the terms and conditions of this Agreement shall govern CONTRACTOR's furnishing to COUNTY the SYSTEM.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants as set forth below, the parties agree as follows:

1. **DEFINITIONS.**

The following terms as used throughout this Agreement and Exhibits shall have the meanings as set forth below.

1.1 "Acceptance": A Notice from COUNTY to CONTRACTOR that a Deliverable, Service, SYSTEM Module, or the entire SYSTEM has conformed to its applicable Acceptance Test Plan in accordance with the process described in Section 7.3 of the Agreement.

1.2 "Acceptance Criteria": The documentation provided by CONTRACTOR with respect to the SYSTEM together with the Specifications set forth in Exhibit E and the Performance Standards set forth in Exhibit G, with which the SYSTEM must materially conform.

1.3 "Acceptance Test Plan": The Specifications against which each Deliverable and the SYSTEM shall be evaluated in accordance with Section 7.3 and Section 7.4 of the Agreement and COUNTY's satisfaction for Services that are not subsumed in a Deliverable. Acceptance Test Plans will be developed by COUNTY and CONTRACTOR during the Kickoff Meeting.

1.4 "Acceptance Tests": The tests that are performed by CONTRACTOR in accordance with the Acceptance Test Plan to demonstrate to COUNTY that there are no Deficiencies in the SYSTEM Module being tested and that must be satisfied before Acceptance can occur as set forth in Section 7.3 and Section 7.4 of the Agreement.

1.5 "Application Software": The Proprietary Software and Third-Party Software licensed or sublicensed to COUNTY from CONTRACTOR in association with the SYSTEM.

1.6 "Base SYSTEM": The CONTRACTOR's current version of the SYSTEM as demonstrated to the COUNTY during CONTRACTOR's proposal evaluation.

1.7 "Certification": COUNTY's receipt of notice and full supporting and written documentation (including, without limitation, test results) from CONTRACTOR that CONTRACTOR has, as applicable: completed a Deliverable in accordance with its applicable Acceptance Test-Plan; or pre-tested the SYSTEM or a SYSTEM Module for compliance with the Specifications in Exhibit E, and confirmed the Deliverable, including, without limitation, the SYSTEM or a SYSTEM Module, is ready for applicable Acceptance Tests.

1.8 "Change Order": A written form, in response to a Change Request, that is mutually agreed to in writing by COUNTY and CONTRACTOR, that modifies, deletes or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of Section 15 of the Agreement.

1.9 "Change Request": A written form used to modify, delete or add to the Deliverables or Services, in whole or in part, made in accordance with the terms of Section 15 of the Agreement.

1.10 "Charges": The amount(s) to be paid for Services, a SYSTEM Component, a Deliverable, and the SYSTEM as authorized under this Agreement, in whole or in part, as described in Exhibit A.

1.11 "Confidential Information": Various trade secrets and information of each party that either CONTRACTOR or COUNTY desires to protect against unrestricted disclosure, including, without limitation, with respect to CONTRACTOR: the CONTRACTOR Technology; with respect to COUNTY: the Configuration and COUNTY non-publicly available Data; the Software; any nonpublic information or documentation concerning either party's business or future products or plans that are learned by the other party during the performance of this Agreement; and information that is designated as confidential by the disclosing party and, subject to Section 18.1.2 of the Agreement, that may be exempt from disclosure to the public or other unauthorized persons under either State or federal statutes. The following are also hereby designated COUNTY Confidential Information: all data relating to COUNTY clients and employees, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, and law enforcement records; all data accessed through the process of performing the requirements of this Agreement; and such other Confidential Information as is described in this definition.

1.12 "Configuration(s)": Set up and customization of the SYSTEM in accordance with the Specifications in Exhibit E, including, but not limited to: tables, schema (i.e., the program language with processes and business logic), Functions, features, operations, data entry screens and reports for the Application Software produced by CONTRACTOR; provided, however, nothing herein is intended to limit or prevent CONTRACTOR from providing similar services to other third parties so long as CONTRACTOR treats the Configuration as County Confidential Information (as provided in Sections 1.11 and 18 herein).

1.13 "CONTRACTOR": CONTRACTOR, its employees and agents.

1.14 "Contractor Project Manager": The individual chosen by CONTRACTOR and approved by COUNTY with management responsibilities for CONTRACTOR, as described in Section 4.2 of the Agreement.

1.15 "Contractor Technology": Intellectual property owned by CONTRACTOR prior to the Effective Date (including modifications, enhancements or improvements to such intellectual property developed hereunder), including CONTRACTOR's proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general

purpose consulting and software tools, utilities, and routines; the Proprietary Software; and CONTRACTOR's Confidential Information.

1.16 "Conversion": The Services performed by CONTRACTOR for converting historical and other Data for Processing by the SYSTEM as described in Exhibit F.

1.17 "Converted Data": The Data that has been successfully converted by CONTRACTOR for Processing by the SYSTEM.

1.18 "COUNTY Project Director": The COUNTY Public Health Department's Director or designee, who will be responsible for financial and contractual matters regarding the Agreement, including but not limited to, the person to whom COUNTY signature authority has been delegated in writing. The term includes, except as otherwise provided herein, an authorized representative of the Project Director acting within the limits of his or her authority.

1.19 "COUNTY Project Manager": The person designated by COUNTY to be responsible for day-to-day management of COUNTY resources for the Project and monitoring the status of CONTRACTOR's performance under the Agreement.

1.20 "Critical Event(s)": The events and Deliverables listed in Exhibit B which, once provided to COUNTY, trigger payments.

1.21 "Data": COUNTY's records, files, forms, data and other documents, including but not limited to, Converted Data.

1.22 "Date/Time Compliance Warranty": The warranty provided in Section 11.4 of this Agreement.

1.23 "Days": Calendar days, unless otherwise indicated.

1.24 "Deficiency": A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to materially conform to its Specifications.

1.25 "Deliverables": CONTRACTOR's products that result from the Services and that are prepared for COUNTY (either independently or in concert with COUNTY or third parties) during the course of CONTRACTOR's performance under this Agreement, including, without limitation, deliverables which are described in the Project Work Plan, Exhibit B, Exhibit E, in Change Orders and Reports, as well as all designs, structures, and models developed in the course of rendering the Services and incorporated into such products.

1.26 "Delivery Date(s)": The dates described in the Project Work Plan and Exhibit F for the delivery of the Deliverables and Services to COUNTY.

1.27 "Dispute Resolution": The process for resolving disputes as described in Section 14 of the Agreement.

1.28 "Documentation": All operations, technical and User manuals used in conjunction with the SYSTEM, in whole and in part, including without limitation manuals provided by licensors of the Application Software.

1.29 **“Effective Date”**: The date of execution of the Agreement by COUNTY as evidenced by the Board of Supervisor’s approval of the Agreement.

1.30 **“Emergency”**: A major system malfunction, as defined as a Critical or High Priority matter in Section 12.3 of the Agreement, that results in the inability of COUNTY to conduct business as usual.

1.31 **“Enhancements”**: All releases that are made in common to the SYSTEM that include error corrections; major releases of the SYSTEM that contain enhancements and improvements, such as new databases, improvements to existing SYSTEM capabilities, database modifications, and efficiency improvements to existing SYSTEM processes, functions, and capabilities; but does not include new product releases that offer entirely new capabilities that are not available in the current release of the SYSTEM.

1.32 **“Equipment”**: The computer hardware on which the SYSTEM shall operate following its delivery, all operating system software for use with the SYSTEM, and Services as listed in Exhibit D.

1.33 **“Final Acceptance”**: Acceptance of the SYSTEM following successful completion of the SYSTEM Acceptance Tests.

1.34 **“Function(s)”**: A discrete capability of the SYSTEM as described in the Specifications in Exhibit E and Exhibit F.

1.35 **“Holdback”**: The payment amount held back by COUNTY from the cost of the Software Purchase Price, as described in Exhibit B.

1.36 **“Implementation”**: The process for making the SYSTEM fully Operational at the COUNTY Site for Processing the Data in COUNTY’s normal business operations. Implementation shall be completed when all SYSTEM Modules are Operational and the SYSTEM is deployed in COUNTY’s ten clinics (or the number of clinics actually deployed in the event County’s deployment plans are revised pursuant to Section 3.8).

1.37 **“Interfaces”**: SYSTEM Components that are developed by CONTRACTOR or third party vendors for transmitting Data between the SYSTEM and other systems, and for completing certain reports and other Functions as described in the Specifications in Exhibit E.

1.38 **“Live Operations”**: The event that occurs when the SYSTEM is placed into operational use.

1.39 **“Maintenance”**: Services that will be performed by CONTRACTOR as SYSTEM Users are brought online for Live Operations, and which are described in Exhibit H of the Agreement, as may be amended from time to time.

1.40 **“Maximum Amount”**: The maximum amount payable by COUNTY to CONTRACTOR under this Agreement, which shall be an amount not to exceed \$936,195 as set forth in Exhibit A.

1.41 **“Notice”**: A written document given by a party to the other in accordance with Section 22.23.1.

1.42 **“Object Code”**: The binary code version of a SYSTEM Module loaded into a computer’s memory to enable it to perform a SYSTEM function.

1.43 **“Operational”**: The condition when the SYSTEM is totally functional in accordance with the Specifications in Exhibit E and usable for its purposes in the daily operations of COUNTY, and Data is being input into the SYSTEM and is available for use by COUNTY.

1.44 **“Operations”**: Services that will be performed by CONTRACTOR following Final SYSTEM Acceptance.

1.45 **Performance Standards**”: The standards to which the SYSTEM and CONTRACTOR shall perform during SYSTEM cutover to Operational Use, and thereafter, as described in the Specifications in Exhibit E, Exhibit F, Exhibit G, and the Project Work Plan.

1.46 **“Pre-Load”**: Data that has been successfully loaded by CONTRACTOR into the SYSTEM prior to Acceptance Testing.

1.47 **“Processing”**: The performance by the SYSTEM residing on the Equipment of logical operations and calculations on the Data.

1.48 **“Project”**: The planned undertakings regarding the activities during the Agreement.

1.49 **“Project Staff”**: CONTRACTOR’s key personnel, employees, Subcontractors, agents, and anyone else under CONTRACTOR’s control that will have access to COUNTY data or access to COUNTY facilities. Project Staff shall be identified in Exhibit C.

1.50 **“Project Work Plan”**: The overall plan of activities for the Project, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard to the Project, as updated in accordance with Section 7.2 of the Agreement. The initial Project Work Plan shall be incorporated herein as part of this Agreement as Exhibit I, and upon Acceptance by COUNTY, each revised Project Work Plan shall be incorporated as part of the Agreement.

1.51 **“Property”**: All COUNTY Equipment and other COUNTY real and personal property.

1.52 **“Proprietary Software”**: All computer programs which were developed and owned by CONTRACTOR or Subcontractors prior to the Effective Date or which are developed during the term of this Agreement by CONTRACTOR Project Staff in performing work that is for the COUNTY, and any modifications thereof and derivative works based therein, and the documentation used to describe, maintain and use such Proprietary Software.

1.53 **“Purchase Price(s)”**: The price(s) for the purchase of each Deliverable, in whole or in part, as described in Exhibit A.

1.54 **“Report(s)”**: Documents provided by CONTRACTOR to COUNTY regarding Project activities, events and Services provided.

1.55 **“Schedule”**: The dates described in Exhibit I and subsequent Project Work Plans for deadlines for performance of Services and other Project events and activities.

1.56 **“Self-Help Code”**: Any back door, time bomb, drop dead device, or other computer software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program

(or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or technical support.

1.57 "Services": The tasks and services to be performed by CONTRACTOR on the Project, as described in the Agreement, including without limitation Project management, testing, production and delivery of the Deliverables, Conversion, Implementation, Training, Warranty Services, Operations, Support, and Maintenance.

1.58 "Site(s)": The location(s) of health care centers under COUNTY control where health care services are delivered.

1.59 "Software": The SYSTEM, the Configuration, and all Enhancements thereto all in Object Code formats. Enhancements provided by CONTRACTOR prior to completion of the Project and during Operations, Support, and Maintenance shall be included as part of the Software.

1.60 "Source Code": The series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained persons who translate such instructions into Object Code which then directs the computer to perform its Functions.

1.61 "Specifications": The technical and other written specifications that define the requirements for the SYSTEM and which are set forth in Exhibit E. Such Specifications shall include and be in compliance with all applicable COUNTY, State and federal policies, laws, regulations, and codes.

1.62 "State": The State of California.

1.63 "Statement of Work": The lists of tasks and responsibilities that must be completed by COUNTY and CONTRACTOR in order to implement the SYSTEM as described in Exhibit F.

1.64 "Subcontractor": A person, partnership, or company, not in the employment of or owned by CONTRACTOR, which is performing Services under this Agreement under a separate Agreement with or on behalf of CONTRACTOR.

1.65 "Support": The technical and customer support Services which are performed following Final SYSTEM Acceptance and are described in Section 12 and Section 13 of the Agreement.

1.66 "SYSTEM": The complete collection of all Software and Interfaces integrated and functioning together with the Data on the hardware in accordance with the applicable Specifications in Exhibit E. The SYSTEM, in whole and in part, is considered a good under applicable provisions of the Uniform Commercial Code as promulgated in the State of California, for purposes of this Agreement.

1.67 "SYSTEM Component": A self-contained function or capability of the SYSTEM that is defined as such in the Specifications in Exhibit E.

1.68 "SYSTEM Testing": Functional, integration, and other testing performed on the SYSTEM by CONTRACTOR after CONTRACTOR has completed design and development of the Configuration, and integrated the Software, Configuration, Data and Equipment as the SYSTEM, so that CONTRACTOR can provide Certification of the SYSTEM's readiness for applicable Acceptance Tests.

1.69 "SYSTEM Module": A separate, yet complete, sub-function or capability of the SYSTEM that is self-contained and described as such in the Specifications in Exhibit E.

1.70 "SYSTEM Failure": The time during which the System is not performing its business operations or Functions in accordance with the Specifications, as a result of reasons other than SYSTEM misuse by COUNTY. SYSTEM Failure begins when COUNTY notifies CONTRACTOR that the SYSTEM fails to be Operational. SYSTEM Failure continues until COUNTY determines the System has been returned to Operational status in accordance with the Specifications in Exhibit E. In the event of SYSTEM Failure following the Warranty Period, the provisions in Exhibit H shall control.

1.71 "Third-Party Software": Software that is developed by third parties (not including Subcontractors) and generally distributed for commercial use, and not specifically designed or developed for COUNTY, including without limitation operating system software, tools, utilities, database management systems, and commercial-off-the-shelf software.

1.72 "Training": The training Services to be provided by CONTRACTOR to COUNTY, as described in the Training Plan included in Exhibit E, and any Training Deliverable.

1.73 "Unauthorized Code": Any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

1.74 "Uptime": The time that the SYSTEM is Operational, on a quarterly basis, except for mutually agreed upon scheduled maintenance activities. Uptime shall be as described in Exhibit G.

1.75 "User(s)": Parties who will have use of and access to the SYSTEM.

1.76 "Warranty Period": The 90 Day period beginning after the SYSTEM is fully Operational, during which CONTRACTOR shall provide Warranty Services, including making corrections to errors that were not discovered prior to Final Acceptance.

1.77 "Warranty Services": The Services to be provided to COUNTY by CONTRACTOR during the Warranty Period as described in Section 12 of this Agreement.

2. TERM.

The term shall begin on the Effective Date and shall continue for a period of five (5) years, unless earlier terminated as provided herein. COUNTY shall have the right to renew the term for up to three, three-year periods.

3. FINANCIAL MATTERS.

3.1 Purchase Prices

Except as otherwise provided herein and subject to COUNTY's receipt of a correct invoice, COUNTY shall pay CONTRACTOR the fixed Purchase Price for each Deliverable as described in Exhibit A and in accordance with the Payment Schedule set forth in Exhibit B.

3.2 Charges

Except as otherwise provided herein and upon COUNTY's receipt of a correct invoice, COUNTY shall pay the undisputed Charges for the Services in accordance with the payment schedule set forth in Exhibit B within 60 Days of receipt of such an invoice for Services provided.

3.3 Maximum Amount

The Maximum Amount payable under the terms of this Agreement shall be \$936,195 as set forth in Exhibit A.

3.4 Transportation and Insurance Charges

COUNTY shall pay the costs associated with transportation, delivery and insurance for each Deliverable, if any.

3.5 Taxes

Prices listed on Exhibit A do not include sales, use, gross receipts, excise, valued-added, services or any similar transaction or consumption taxes. COUNTY acknowledges and agrees it shall be responsible for the payment of any such taxes to CONTRACTOR unless it otherwise timely provides CONTRACTOR with a valid exemption certificate or direct pay permit. In the event CONTRACTOR is assessed taxes, interest and penalty by any taxing authority, COUNTY agrees to reimburse CONTRACTOR for any such taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, for taxes based on its net income or gross receipts, or for taxes that include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

3.6 Contractor Expenses

COUNTY shall pay CONTRACTOR's reasonable out-of-pocket expenses, currently estimated to be \$48,000 as specified in Exhibit A, footnote 5 of Professional Services, and subject to the Maximum Amount which are pre-approved in writing and which are incurred in connection with providing the Services, such as travel, transportation, food and lodging incurred by CONTRACTOR in its performance of this Agreement. Travel related expenses are chargeable from the CONTRACTOR's facility from which the servicing employee originates. However, CONTRACTOR shall be responsible for payment of all expenses related to salaries, benefits, and employment taxes, and insurance for its Project Staff.

3.7 Invoices

CONTRACTOR shall submit correct invoices to the COUNTY Project Manager during the Project and during Maintenance for all Charges, Purchase Prices and other amounts to be paid by COUNTY hereunder. All invoices submitted must meet with the approval of the COUNTY Project Manager during the Project and the COUNTY Project Director during Operations, Support and Maintenance or their designees prior to payment. CONTRACTOR shall only submit invoices for Services or Deliverables as permitted by this Section 3.7 of the Agreement. COUNTY will return incorrect or incomplete invoices to CONTRACTOR for correction and reissue. The Agreement and purchase order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement. Invoices must reference this Agreement and provide detailed information and in a format as requested by COUNTY, including without limitation:

- 3.7.1 CONTRACTOR name, address, telephone number and federal tax identification number;
- 3.7.2 An itemization of each Deliverable;
- 3.7.3 The Deliverable for which payment is sought and the Acceptance date triggering payment;

- 3.7.4 Applicable Purchase Prices and Charges;
- 3.7.5 Date of delivery and/or date of installation, as applicable;
- 3.7.6 Any other Project costs with a detailed, itemization of such costs, if applicable;
- 3.7.7 Sales or use taxes, if applicable;
- 3.7.8 Credits and offsets, if any; and
- 3.7.9 Total amount due.

3.8 Funding

3.8.1 The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to COUNTY by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of COUNTY to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

3.8.2 If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to COUNTY by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of COUNTY to make payments will be delayed or be reduced accordingly or COUNTY shall have the right to terminate the Agreement as provided in Section 22.7. If such funding is reduced, COUNTY in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, COUNTY will pay CONTRACTOR for Services and Deliverables and certain of its costs. Any obligation to pay by COUNTY will not extend beyond the end of COUNTY's then-current funding period.

3.8.3 CONTRACTOR expressly agrees that no penalty or damages shall be applied to, or shall accrue to, COUNTY in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3.9 Overpayments to Contractor

CONTRACTOR shall promptly, but in all cases within 60 Days, pay to COUNTY the full amount of any erroneous payment or overpayment upon Notice by COUNTY of an erroneous payment or overpayment to which CONTRACTOR is not entitled. If CONTRACTOR fails to make such a timely refund after receipt of such Notice, COUNTY may charge CONTRACTOR one percent (1%) per month on the amount due until paid in full.

3.10 Advance Payments Prohibited

No advance payment shall be made for goods or Services furnished by CONTRACTOR pursuant to this Agreement.

3.11 Credits

Any credits due COUNTY under this Agreement may be applied against CONTRACTOR's invoices with appropriate information attached, upon giving of Notice required herein, if any, by COUNTY to CONTRACTOR.

3.12 No Increases

CONTRACTOR shall not increase the Maximum Amount due from COUNTY under Exhibit A for all Services and Deliverables, Purchase Prices, or other Charges during the term of this Agreement.

4. PROJECT MANAGEMENT

4.1 Reports and Meetings

4.1.1 CONTRACTOR shall produce the Reports and the parties shall participate in the meetings, as described in Exhibit E, in person, except that such meetings may be conducted by telephone conference call, videoconference, and/or web conference in COUNTY's sole discretion. All Reports shall be produced in formats approved by COUNTY and delivered in accordance with the Schedule and the terms of this Agreement.

4.1.2 Regularly, as scheduled, the CONTRACTOR Project Manager and other identified Project Staff shall attend status meetings with the COUNTY Project Manager and other members of COUNTY's Project team during the Project. These meetings may be conducted by telephone conference at COUNTY's request. These status meetings shall follow a preset agenda jointly prepared by the CONTRACTOR Project Manager and COUNTY Project Manager, but will also allow both CONTRACTOR and COUNTY to discuss other issues that may concern either party. CONTRACTOR shall provide written status Reports as requested by COUNTY. CONTRACTOR's proposed format and level of detail for the status Reports shall be subject to COUNTY's approval. In addition, the CONTRACTOR Project Manager will update the Project Work Plan in Microsoft Project format as requested by COUNTY.

4.1.3 As reasonably requested by COUNTY, the CONTRACTOR Project Manager shall assist the COUNTY Project Manager in preparing and shall prepare special Reports and presentations related to the Project management. The CONTRACTOR Project Manager shall also provide or produce such Reports or information as are reasonably requested by the COUNTY Project Manager regarding the Project.

4.2 Contractor Project Manager

4.2.1 CONTRACTOR shall assign to the Project a CONTRACTOR Project Manager of a management level sufficient to assure timely responses from all CONTRACTOR personnel and whose resume and qualifications will be reviewed and approved by COUNTY prior to his or her appointment as CONTRACTOR Project Manager. The approval process may include, at COUNTY's discretion, an interview with the proposed CONTRACTOR Project Manager and a criminal background check. COUNTY will not unreasonably delay or deny approval of the CONTRACTOR Project Manager. The CONTRACTOR Project Manager shall be responsible for acting as a liaison with the COUNTY Project Manager.

4.2.2 CONTRACTOR agrees and represents that the CONTRACTOR Project Manager shall be fully qualified to perform the tasks required of that position under this Agreement. The CONTRACTOR Project Manager shall function as CONTRACTOR's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The CONTRACTOR Project Manager shall be able to make binding decisions consistent with the terms of this Agreement for CONTRACTOR. The CONTRACTOR Project Manager or other substitute Project management personnel for CONTRACTOR shall be reasonably available to travel to the Site as requested by the COUNTY Project Manager, and as specified in Exhibit F, until completion of the Warranty Services.

4.2.3 The CONTRACTOR Project Manager shall not be changed from the person identified in Exhibit C except as provided in Section 4.3.2. If the CONTRACTOR Project Manager is removed or replaced, CONTRACTOR will promptly provide Notice to COUNTY, submit a resume, and obtain approval of the replacement CONTRACTOR Project Manager from COUNTY, prior to his or her beginning work on the Project.

4.2.4 Any written commitment by the CONTRACTOR Project Manager and persons designated by him or her in writing for this purpose, within the scope of his or her authority as set forth in this Agreement, shall be binding upon CONTRACTOR.

4.3 Contractor Project Staff

4.3.1 CONTRACTOR shall provide to COUNTY an organization chart of CONTRACTOR's Project Staff, and shall set forth the names of Project Staff for the Project and positions during Operations, Support, and Maintenance as Exhibit C; provided, however, CONTRACTOR may not have a complete list of its Project Staff prior to the Effective Date and CONTRACTOR will provide its complete list to COUNTY as soon as possible thereafter.

4.3.2 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, CONTRACTOR will use reasonable commercial efforts not to change the Project Staff during the Project from the individuals identified in Exhibit C and until Acceptance of the SYSTEM and will provide the COUNTY with prompt written notice regarding any such changes. During the term of the Agreement, COUNTY reserves the right in its reasonable commercial judgment to approve or disapprove CONTRACTOR's and any Subcontractor's Project Staff assigned to this Project, to approve or disapprove any proposed changes in Project Staff, or to require the removal or reassignment of any CONTRACTOR or Subcontractor Project Staff found unacceptable by COUNTY. CONTRACTOR shall provide COUNTY with a resume of any member of its Project Staff identified in Exhibit C or a Subcontractor's Project Staff assigned to, or who may be assigned to, any aspect of the performance of this Agreement prior to commencing any Services.

4.3.3 All Project Staff proposed by CONTRACTOR as replacements for other Project Staff shall have comparable or greater skills for performing the activities as performed by the Project Staff being replaced.

4.3.4 CONTRACTOR assumes sole and full responsibility for its acts and the acts of its personnel. CONTRACTOR understands and agrees that COUNTY does not assume liability for the actions of CONTRACTOR's Subcontractors or agents. CONTRACTOR agrees that it has no right to indemnification or contribution from COUNTY for any judgments finally rendered by a court of competent jurisdiction against CONTRACTOR, its Subcontractors or agents for violations of labor laws or workers' compensation claims, as examples.

4.3.5 CONTRACTOR agrees that any claim on behalf of any person arising out of employment or alleged employment by CONTRACTOR (including, but not limited to, claims of discrimination against CONTRACTOR, its officers, or its agents) are the sole responsibility of CONTRACTOR and are not the responsibility of COUNTY. CONTRACTOR will indemnify and hold COUNTY harmless from any and all such claims asserted against COUNTY. Any person who alleges a claim arising out of employment or alleged employment by CONTRACTOR will not be entitled to any compensation, rights, or benefits from COUNTY (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

4.4 County Project Manager

The CONTRACTOR Project Manager's primary point of contact in matters of Project management shall be the COUNTY Project Manager. The COUNTY Project Manager or his or her designee or successor will manage this Agreement on behalf of COUNTY and will be the principal point of contact for the CONTRACTOR concerning CONTRACTOR's performance under this Agreement.

4.5 Records Retention and Access Requirements

4.5.1 CONTRACTOR shall agree to the conditions of all applicable County, State and federal regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, CONTRACTOR shall agree to the terms set forth below regarding retention of records and access for County, State and federal government officials.

4.5.2 CONTRACTOR and its Subcontractors shall maintain original books, records, documents and other evidence that sufficiently and properly reflects the accuracy of amounts billed to COUNTY during the performance of this Agreement and shall retain all such records for four (4) years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within six (6) years from the date of expiration or termination of this Agreement.

4.5.3 All such records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the COUNTY Project Director and/or County, State and federal officials so authorized by law, rule, regulation or contract, when applicable. During the term of this Agreement, access to these items will be provided within Santa Barbara County. During the four-year period after this Agreement term or one-year term following litigation, delivery of and access to these items will be at no cost to COUNTY. CONTRACTOR shall be responsible for any audit exceptions or disallowed costs incurred by CONTRACTOR or any of its Subcontractors.

4.5.4 CONTRACTOR, in any of its subcontracts with Subcontractors, shall include the records retention and review requirements of this Section. CONTRACTOR's personnel shall accompany COUNTY's personnel at all times during any examination, inspection, review or audit of Subcontractor's records. CONTRACTOR shall make no charges for services rendered in connection with an audit requested by COUNTY.

4.5.5 CONTRACTOR shall provide a reasonable right of access during normal business hours to its facilities to COUNTY, or any of COUNTY's officers or to any other authorized agent or official of the State of California or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement. COUNTY shall use its best efforts to ensure that such monitoring and evaluation is done in a manner that will not disrupt CONTRACTOR's workflow.

4.5.6 As part of the Services, CONTRACTOR shall provide, upon COUNTY's request, a copy of those portions of CONTRACTOR's and its Subcontractors' internal audit reports relating to the Services provided to COUNTY under this Agreement.

4.6 Accounting Requirements

CONTRACTOR shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain

records pertaining to the Services and all other costs and expenditures made under this Agreement, and the costs properly applicable to the Agreement shall be readily ascertainable therefrom.

4.7 Supplemental Contracts

COUNTY may undertake or award supplemental contracts for work related to this Agreement, or any portion thereof. CONTRACTOR shall cooperate with such other contractors and COUNTY in all such cases to the extent agreed to by COUNTY and CONTRACTOR pursuant to this Agreement or by Change Order. CONTRACTOR shall ensure that all Subcontractors that it hires to provide the services contemplated by this Agreement shall abide by this provision. It is understood and agreed by the parties hereto that CONTRACTOR shall not be responsible for the acts or failures to act of any such other contractors or for any delays which may be caused by any such other contractors, except that CONTRACTOR shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are caused by or due to the fault of CONTRACTOR.

5. SERVICES AND RESOURCES

5.1 Performance

CONTRACTOR shall begin to perform the Services on the Effective Date. CONTRACTOR shall perform the Services as described in this Agreement and in accordance with the Project Work Plan and Exhibit F.

5.2 Necessary Resources

CONTRACTOR shall provide the personnel and all other materials and resources necessary for the performance of the Services as set forth in this Agreement and the Exhibits hereto.

5.3 Ownership

Title to all Property furnished by COUNTY shall remain in COUNTY. Title to all Property purchased by CONTRACTOR, for which CONTRACTOR has been reimbursed by COUNTY under this Agreement, shall pass to and vest in COUNTY upon the earlier of Acceptance of the applicable Deliverable in which the Property is included, or Acceptance of the SYSTEM, unless otherwise provided in the Agreement. Nothing in this Section is intended to grant any ownership, right or license not specifically granted to COUNTY in this Agreement regarding CONTRACTOR's Application Software or any other intangible assets of CONTRACTOR.

5.4 Use of Property

Any Property furnished to CONTRACTOR shall, unless otherwise provided herein, or approved in writing by the COUNTY Project Manager, be used only for the performance of its obligations under and subject to the terms of this Agreement.

5.5 Damage to Property

CONTRACTOR shall protect and be responsible for any loss, destruction, or damage to Property that results from or is caused by CONTRACTOR's willful misconduct or negligent acts or omissions or from the failure on the part of CONTRACTOR to maintain and administer that Property in accordance with sound management practices. Notwithstanding anything to the contrary herein, CONTRACTOR shall be liable to COUNTY for any damages resulting from damage to Property, which damages result from or are caused by CONTRACTOR's willful misconduct or negligence. CONTRACTOR shall ensure that the Property is returned to COUNTY in like condition to that in which it was furnished to CONTRACTOR, reasonable wear and tear excepted. CONTRACTOR shall repair or make good any

such damage, destruction or loss at any COUNTY Site, and shall do so without requesting contribution from COUNTY or assistance from COUNTY officers or employees.

5.6 Notice of Damage

Upon the loss of, destruction of, or damage to any of the Property, CONTRACTOR shall notify the COUNTY Project Manager thereof and shall take all reasonable steps to protect that Property from further damage.

5.7 Surrender of Property

CONTRACTOR shall surrender to COUNTY all Property upon the earliest of completion, termination, or cancellation of this Agreement.

5.8 County Property and Facility

COUNTY will provide CONTRACTOR access to and use of the COUNTY Equipment for development, testing and implementation of the SYSTEM and other Property as described in Exhibit F and the Project Work Plan. CONTRACTOR's use of the COUNTY Equipment shall be subject to COUNTY's security, administrative and other requirements.

6. EQUIPMENT

COUNTY has purchased Equipment for operating the SYSTEM from CONTRACTOR pursuant to the terms and conditions of COUNTY Purchase Order #CN11925. COUNTY Purchase Order #CN11925 is attached to this Agreement as Exhibit K for reference.

7. DELIVERABLES

7.1 General

7.1.1 CONTRACTOR shall provide COUNTY with the Deliverables according to the Project Work Plan and Exhibit F, and as described in other parts of this Agreement. CONTRACTOR shall utilize the Specifications in Exhibit E, the Project Work Plan, Exhibit F, the Deliverables for which COUNTY has previously granted Acceptance, CONTRACTOR's professional knowledge, and this Agreement as the basis of subsequent Deliverables. CONTRACTOR shall retain backup copies in writing and on electronic media of all Deliverables until 180 Days after termination or expiration of this Agreement and shall provide COUNTY on its request with a copy thereof until that time.

7.1.2 All Deliverables shall be subject to COUNTY's Acceptance, including without limitation, Deliverables provided pursuant to Change Orders. COUNTY's review of Deliverables shall be in accordance with the time frames therefore set forth in the Project Work Plan and Exhibit F. CONTRACTOR shall provide Deliverables in a manner that meets the Specifications in Exhibit E, and this Agreement.

7.2 Project Work Plan

7.2.1 The initial Project Work Plan is attached to this Agreement as Exhibit I. The parties acknowledge that the Project Work Plan is an evolving document that will be changed throughout the term of the Agreement. Changes to the Project Work Plan shall not require a Change Order.

7.2.2 CONTRACTOR shall provide updates to the Project Work Plan as reasonably requested by COUNTY, and as otherwise necessary throughout the Project to accurately reflect the

status of activities, tasks, events, Services, and projected Schedules for such activities, tasks, events and Services. The Project Work Plan shall provide detailed information, in a Microsoft Project (Version 2003) document, including but not limited to, tasks, Deliverables, Schedules, task dependencies, and identification of resource requirements, in relation to the Payment Schedule (Exhibit B). The Project Work Plan shall be inclusive of the mutual expectations and work to be performed by COUNTY and CONTRACTOR in order to complete the Project successfully. Each party must agree upon any such update changes prior to their final incorporation into the Project Work Plan. However, COUNTY's agreement on a change to the Project Work Plan shall not relieve CONTRACTOR of liability for damages arising from such failures to perform its obligations as required herein unless COUNTY otherwise specifically agrees in writing to waive such damages. CONTRACTOR shall maintain and transmit updated copies of its detailed Project Work Plans to COUNTY.

7.2.3 The Schedule shall not change as a result of time required by CONTRACTOR to correct Deficiencies, unless otherwise agreed beforehand in writing by COUNTY. However, the Schedule shall be extended on a day-to-day basis to the extent that COUNTY's review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process and Acceptance Test Plan is longer than described in the Schedule.

7.3 General Acceptance Process for Deliverables

7.3.1 Upon delivery of a Deliverable and receipt of Certification from CONTRACTOR that the Deliverable meets its Specifications, CONTRACTOR shall demonstrate to the COUNTY's reasonable satisfaction that the Deliverable actually does meet its Specifications and materially conforms to its applicable Acceptance Criteria. COUNTY will provide Acceptance for a Deliverable if it has no Deficiencies. However, if a Deficiency is found, COUNTY will notify CONTRACTOR in an e-mail or other document of Deficiencies used as the grounds for COUNTY's decision not to give Acceptance. CONTRACTOR shall correct Deficiencies and resubmit a corrected Deliverable to COUNTY and again demonstrate to the COUNTY's satisfaction that the Deliverable meets its Specifications and materially conforms to its applicable Acceptance Criteria. This process will continue until the COUNTY provides acceptance to the Deliverable. CONTRACTOR's times for correcting Deficiencies and COUNTY's review of Deliverables shall be in accordance with the timeframes therefore set in the Project Work Plan and Exhibit F. If time periods for correcting Deficiencies by CONTRACTOR and reviewing and retesting corrected Deliverables are not in the Project Work Plan and Exhibit E, each such time period shall be ten (10) business days.

7.3.2 If CONTRACTOR is unable to materially correct all Deficiencies within the number of days indicated in the Project Work Plan and Exhibit F following the Deliverable's scheduled Acceptance, or if no such date is in the Project Work Plan and Exhibit F within 60 Days from such scheduled Acceptance, COUNTY may, at its option: (a) continue reviewing or performing Acceptance Tests on the Deliverable and require CONTRACTOR to continue until Deficiencies are materially corrected or eliminated; (b) request CONTRACTOR to provide, at its expense, a replacement Deliverable for further review or Acceptance Tests; or (c) after completion of the process set forth in this Section 7.3 and providing Notice of default to CONTRACTOR, terminate this Agreement as described in Section 22.2.

7.4 System Acceptance Tests

7.4.1 **Performance.** Following receipt of notice from CONTRACTOR that Certification has occurred for the SYSTEM or one of the SYSTEM Modules, CONTRACTOR shall begin in a time frame and location agreeable to the COUNTY, to perform SYSTEM Acceptance Tests on the SYSTEM or one of the SYSTEM Modules to demonstrate to COUNTY that the SYSTEM or one of the SYSTEM Modules performs without Deficiency. The COUNTY Project Manager or designee will witness all

SYSTEM Acceptance Tests performed by the CONTRACTOR. If COUNTY performs any SYSTEM Acceptance Tests, CONTRACTOR shall assist COUNTY as reasonably requested in performing such SYSTEM Acceptance Tests at no additional cost to COUNTY. CONTRACTOR will also perform SYSTEM Acceptance Tests with or without COUNTY's assistance, at no additional cost to COUNTY, on any replacement or substitute Software component added after completion of a successful SYSTEM Acceptance Test for the SYSTEM or a SYSTEM Module. Performance under this Section shall materially conform to the requirements of Exhibit F and Exhibit G.

7.4.2 Acceptance. COUNTY will provide SYSTEM Acceptance for the SYSTEM if it has no Deficiencies during these SYSTEM Acceptance Tests. However, if a Deficiency occurs during these SYSTEM Acceptance Tests, COUNTY shall give CONTRACTOR Notice of its non-acceptance of the SYSTEM, with such Notice delineating Deficiencies used as the grounds for COUNTY's decision. CONTRACTOR shall promptly correct Deficiencies provided to CONTRACTOR in any Notice(s) of non-acceptance from COUNTY. CONTRACTOR may consider a Deliverable accepted by COUNTY if, after ninety (90) Days following a Delivery Date, COUNTY has not provided CONTRACTOR with Notice of non-acceptance.

7.4.3 Retesting and Correction. After CONTRACTOR has corrected such Deficiencies, COUNTY shall verify whether the SYSTEM or SYSTEM Module materially satisfies the SYSTEM Acceptance Tests and in writing shall either accept or not accept the SYSTEM following such re-tests. If CONTRACTOR corrects all Deficiencies in the SYSTEM or SYSTEM Module, which then successfully perform the SYSTEM Acceptance Tests without Deficiencies, COUNTY shall give CONTRACTOR SYSTEM or SYSTEM Module Acceptance therefor.

7.4.4 Inability to Correct Deficiencies. If CONTRACTOR is unable to correct all Deficiencies in the SYSTEM or a SYSTEM Module within the number of days of the SYSTEM's Certification as required in the Project Work Plan and/or Exhibit F, or if no such date is in the Project Work Plan or Exhibit F, within 60 Days from such Certification, COUNTY may, at its option: immediately terminate the Agreement as described in Section 22.2, which termination shall be deemed to be due to CONTRACTOR's default, without penalty to COUNTY and, at COUNTY's option, require CONTRACTOR to remove the SYSTEM, in whole or in part, from the Equipment; request CONTRACTOR to replace the SYSTEM for further SYSTEM Acceptance Tests; or continue performing SYSTEM Acceptance Tests on the SYSTEM or SYSTEM Module and require CONTRACTOR to continue until Deficiencies are corrected. In the event COUNTY terminates the Agreement as provided above in this Section, CONTRACTOR shall return to COUNTY all amounts paid by COUNTY for the SYSTEM or SYSTEM Module to the extent it is returned by COUNTY. COUNTY's option to terminate this Agreement shall remain in effect until the expiration of the Warranty Period.

7.5 Protection From Damage

CONTRACTOR shall use reasonable commercial efforts to continuously protect all Deliverables and backups therefore prior to their Acceptance and while in CONTRACTOR's possession or control from damage, destruction or loss resulting from or caused by the acts, omissions or negligence of CONTRACTOR in connection with the Services. CONTRACTOR shall ship all Deliverables purchased pursuant to this Agreement, FOB COUNTY's destination. The method of shipment shall be consistent with the nature of the goods and hazards of transportation. During the period Deliverables are in transit and in possession of CONTRACTOR, its carriers or COUNTY prior to their Acceptance, CONTRACTOR and its insurers, if any, shall relieve COUNTY of responsibility for all risks of loss or damage thereto, unless such loss or damage are caused by the negligence or misconduct of COUNTY. After COUNTY provides Acceptance for a Deliverable, the risk of loss or damage shall be borne by COUNTY, except loss or damage attributable to CONTRACTOR's acts or omissions.

7.6 Delivery

CONTRACTOR shall deliver the Deliverables pursuant to this Agreement on or before the applicable Delivery Dates in the Project Work Plan and/or Exhibit F. All such deliveries made pursuant to this Agreement must be complete. CONTRACTOR shall deliver hard copy and electronic versions of the Deliverables in formats agreed to by the parties. All packages must be accompanied by a packing slip that identifies all items included with the shipment and COUNTY's purchase order number. An authorized representative of COUNTY must sign CONTRACTOR's delivery receipt for all deliveries made hereunder.

7.7 Interpretation of Deliverables

In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables and other documents comprising this Agreement, including without limitation, a Deliverable that has already received Acceptance, any such contradiction, conflict, ambiguity or inconsistency shall be resolved in favor of the latest COUNTY-approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly in a subsequent Deliverable. No requirements can be omitted from the Specifications without the written consent of the COUNTY Project Manager.

7.8 Representation

By submitting a Deliverable, CONTRACTOR represents that, to the best of its knowledge, it has performed the associated tasks in a manner that will, in concert with other tasks, materially meet the Specifications and objectives stated or referred to in this Agreement. By unconditionally giving Acceptance for a Deliverable, COUNTY represents only that it has reviewed the Deliverable and detected no Deficiencies of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding of Acceptance for the work completed.

7.9 Knowledge Transfer

While constructing and developing the Deliverables, CONTRACTOR shall demonstrate and provide information to staff designated by COUNTY about the Functions and operations of all such delivered SYSTEM Components in accordance with the Specifications, the Project Work Plan and Exhibit F.

8. LICENSES.

8.1 Grants

CONTRACTOR hereby grants to COUNTY a nonexclusive, non-transferable, perpetual license to use, for COUNTY's internal business purposes only, the Software provided hereunder to COUNTY, subject to the license scope and other restrictions set forth in this Agreement. COUNTY may permit its employees, agents, independent contractors and healthcare providers with privileges at COUNTY's facilities to use the Software consistent with this Agreement; provided, however, that COUNTY shall be responsible for any acts of its employees, agents, and/or independent contractors which are inconsistent with this Agreement. Entities over which COUNTY has control may use the Software only by agreeing to be bound by this Agreement and by paying any applicable license fees. Independent contractors that supply products comparable to the Software shall be provided access to the Software only if CONTRACTOR has provided its prior written consent and subject to any applicable conditions required by CONTRACTOR, including any conditions that CONTRACTOR deems appropriate to protect confidential and proprietary information relating to CONTRACTOR's products.

8.2 Term

The licenses hereunder are granted as of the date of delivery to or availability for COUNTY and continue until COUNTY returns the Software and Third-Party Software and copies thereof to CONTRACTOR, erases such Software and Third-Party Software from its Equipment's storage media, or decides to cease accessing the SYSTEM on the Equipment, as applicable.

8.3 Title

CONTRACTOR and/or its licensors, as applicable, retain all ownership and intellectual property rights to the Software. If COUNTY acquires any rights to the Software, COUNTY hereby assigns all of those rights to CONTRACTOR or its licensors, as applicable. No rights are granted (whether by implied license or otherwise) to COUNTY except as expressly provided in this Agreement.

8.4 Documentation

CONTRACTOR shall provide two sets of Documentation for use in electronic format compatible with Microsoft Corporation's then-generally available Office products and written format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while CONTRACTOR is providing Services therefore. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. CONTRACTOR's Documentation shall be comprehensive, well structured, and indexed for easy reference. If CONTRACTOR maintains its technical, maintenance and installation documentation on a web site, CONTRACTOR may fulfill the obligations set forth in this Section by providing COUNTY access to its web-based Documentation information. CONTRACTOR may also provide such information on CD-ROM. CONTRACTOR grants COUNTY a nonexclusive, perpetual, non-transferrable right to use, modify and reproduce the Documentation furnished pursuant to this Section at no additional charge.

8.5 Copies

COUNTY may make a reasonable number of copies of the Software in machine readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. COUNTY shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy.

8.6 Restrictions

COUNTY agrees not to:

8.6.1 display, sublicense, transmit, distribute, rent, lease, loan, resell, provide service bureau or subscription services, sell, time share or otherwise transfer or make available the Software to any other person or entity, unless expressly provided otherwise under this Agreement;

8.6.2 electronically transfer the Software outside COUNTY's intranet or network dedicated for the Software, unless otherwise authorized in writing by CONTRACTOR;

8.6.3 directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software or reduce the Software to human-perceivable form;

8.6.4 modify or translate the Software or create derivative works based thereon, except that to the extent applicable, the Software may be configured as specifically permitted in the documentation;

8.6.5 remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of CONTRACTOR or its vendors from any media or documentation;

8.6.6 publicly release the results of any testing or benchmarking of the Software without the prior written consent of CONTRACTOR.

8.7 Replacements

COUNTY shall be entitled to exercise its rights to the SYSTEM on the Equipment or any replacement equipment used by COUNTY, and with any replacement Third-Party Software chosen by COUNTY without payment of additional Charges, Purchase Prices or other amounts.

8.8 Third-Party Software Licenses

Prior to utilizing any Third-Party Software product that may be included as part of a Software Deliverable to COUNTY and that could be licensed directly to COUNTY by the licensor if the Third-Party Software would be installed on COUNTY Equipment, CONTRACTOR shall provide to COUNTY copies of any applicable license agreement from the licensor of the Third-Party Software to allow COUNTY to pre-approve such license agreement. CONTRACTOR shall pass through to COUNTY such applicable licenses for the Third-Party Software upon Acceptance of the SYSTEM. Once approved, COUNTY agrees to use any Third-Party Software provided by CONTRACTOR only together with CONTRACTOR's Software and to comply with all restrictions on the use of that Third-Party Software included in any click or shrink wrap license or of which CONTRACTOR makes COUNTY aware.

8.9 Versions

Unless otherwise mutually agreed to in writing, CONTRACTOR shall, during the Project, maintain any and all Third-Party Software products at their most current version or no more than one version back from the most current version with no additional charge, provided that such Third-Party Software version upgrades can be installed and maintained with the Staff proposed in Exhibit C. However, CONTRACTOR shall not maintain any Third-Party Software versions including one version back, if any such version would prevent COUNTY from using any functions, in whole or in part, or would cause Deficiencies in the SYSTEM. If implementation of an upgrade to a Third-party Software product requires personnel in addition to the Staff proposed in Exhibit C, COUNTY and CONTRACTOR shall discuss whether to implement such an upgrade, and if mutually agreed upon in writing, the additional Charges, if any, to be paid by COUNTY for such upgrade. Any additional costs that are charged by a Third-Party Software manufacturer for an upgrade to a Third-Party Software product that is not covered by such product's maintenance agreement shall be charged to and paid for by CONTRACTOR. CONTRACTOR shall ensure that the upgrade to any new versions shall not impact the SYSTEM's ability to materially conform to the Specifications in Exhibit E.

9. OWNERSHIP.

COUNTY shall own all right, title and interest in and to its Confidential Information; COUNTY's intellectual property; the COUNTY Equipment; the Data; and any interfaces independently developed by COUNTY to query the SYSTEM.

10. IMPLEMENTATION.

10.1 Implementation Phases

COUNTY shall implement the SYSTEM in phases, deploying CONTRACTOR's Software, Centricity, in the ten clinics according to the Project Work Plan and Section 3 of Exhibit F. COUNTY and

CONTRACTOR agree that full Implementation of the SYSTEM shall occur no later than December 31, 2012, regardless of the number of clinics then implemented.

10.2 Conversion

CONTRACTOR shall participate in and perform Services for Conversion as described in Exhibit F and the Project Work Plan.

10.3 Pre-Loading

CONTRACTOR shall participate in and perform Pre-Loading services as described in Exhibit F and the Project Work Plan.

10.4 Training

CONTRACTOR shall provide Training Services as described in Exhibit F and the Project Work Plan.

11. WARRANTIES.

11.1 Deliverables

CONTRACTOR represents and warrants that each Deliverable, including without limitation, the SYSTEM, shall materially conform to its Specifications as provided herein during the Warranty Period and thereafter. During the Warranty Period, CONTRACTOR shall immediately repair or replace each of the Deliverables that does not materially conform to its Specifications as provided herein, subject to CONTRACTOR's warranty obligations as set forth herein and in Exhibit H.

11.2 Services

11.2.1 CONTRACTOR represents and warrants that during the Warranty Period:

11.2.1.1 It shall perform all Services required pursuant to this Agreement in a professional manner, with high quality; and

11.2.1.2 It shall give high priority to the performance of the Services; and

11.2.1.3 Contractor shall use its best efforts to provide timely performance with respect to the Critical Events.

11.2.2 CONTRACTOR shall immediately re-perform Services that are not in material compliance with such representations and warranties and the Specifications and other Exhibits set forth herein at no cost to COUNTY.

11.3 HITECH Act Certification

CONTRACTOR will use diligent efforts to obtain certification for the software as Certified EHR Technology under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as those certification requirements may evolve over time. If CONTRACTOR fails to obtain certification within ninety (90) Days after the beginning of the applicable reporting period in a payment year that COUNTY is actively seeking to demonstrate "Meaningful Use," CONTRACTOR will credit the standard Support services fees for such Software for each month during which the Software is not certified (up to a maximum of 6 months) against future Support fees. The foregoing is COUNTY's sole and exclusive remedy in the event CONTRACTOR fails to obtain certification.

CONTRACTOR will keep COUNTY informed of CONTRACTOR's certification status by posting such status at www.gehealthcare.com/hitech (or some other location that of which CONTRACTOR may inform COUNTY). It is COUNTY's responsibility to ensure COUNTY meets all the requirements to qualify for the incentive payments, including "Meaningful Use", and to confirm that the CONTRACTOR Software COUNTY is using is certified according to HITECH criteria.

CONTRACTOR's obligations under this section apply only to the then-most current version of CONTRACTOR's Software, Centricity EMR. CONTRACTOR's obligations are contingent upon COUNTY then-receiving and paying for Support and Maintenance Services and complying with the requirements of Exhibit H and, if CONTRACTOR so requires, upon COUNTY installing software fixes, patches or updates or migrating to a new or different CONTRACTOR software offering.

11.4 Date/Time Compliance Warranty

11.4.1 CONTRACTOR warrants that the SYSTEM and all data-related output or results produced by the SYSTEM: (i) shall not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; (iii) shall lose no functionality, data integrity, or performance with respect to any date; and (iv) shall be interoperable with other software used by COUNTY that may deliver date records from the SYSTEM, or interact with date records of the SYSTEM.

11.4.2 In the event of a breach of these warranties, CONTRACTOR shall immediately assign at least one knowledgeable and qualified Project Staff representative, who will begin work after telephonic notice by COUNTY on curing such breaches. This representative will be dedicated to remedy the Deficiency, failure, malfunction, defect, or problem.

11.5 No Surreptitious Code

11.5.1 CONTRACTOR warrants to COUNTY that the SYSTEM and CONTRACTOR Technology provided to COUNTY under this Agreement shall at the time of delivery contain no Self-Help Code or Unauthorized Code. CONTRACTOR further warrants that CONTRACTOR shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies CONTRACTOR of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict COUNTY's authorized use of or access to the SYSTEM, Data, or Equipment, in whole or in part, based on any type of limiting criteria, including without limitation, frequency or duration of use for any copy of the SYSTEM provided to COUNTY under this Agreement.

11.5.2 CONTRACTOR will defend COUNTY against any claim, and indemnify and hold harmless COUNTY against any loss, liability, claim, damages or expense arising out of any breach of this warranty.

11.6 Physical Media Warranty

CONTRACTOR warrants that each copy of the SYSTEM provided by CONTRACTOR is and will be free from physical defects in the media that tangibly embodies the copy. CONTRACTOR shall replace, at CONTRACTOR's expense, any SYSTEM provided by CONTRACTOR that does not comply with this warranty.

11.7 Safety and Health

CONTRACTOR represents and warrants that the Deliverables, when delivered to COUNTY, are designed and manufactured to comply with then current federal and State safety and health regulations. CONTRACTOR agrees to indemnify, defend, and hold COUNTY harmless from all damages assessed

against COUNTY as a result of the failure of the Deliverables furnished under this Agreement to so comply.

11.8 Authorization

CONTRACTOR represents and warrants that:

11.8.1 CONTRACTOR is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

11.8.2 It has the full power and authority to grant to COUNTY the rights described in this Agreement without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by CONTRACTOR;

11.8.3 The execution, delivery and performance of this Agreement has been duly authorized by CONTRACTOR and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for CONTRACTOR to enter into this Agreement and perform its obligations under this Agreement;

11.8.4 The person executing this Agreement for CONTRACTOR has actual authority to bind CONTRACTOR to each and every term, condition and obligation to this Agreement, and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority;

11.8.5 CONTRACTOR is duly authorized to conduct business in and is in good standing in each jurisdiction in which CONTRACTOR will conduct business in connection with this Agreement;

11.8.6 CONTRACTOR has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of CONTRACTOR's performance of the Services; and

11.8.7 CONTRACTOR shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services; and CONTRACTOR will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

11.9 Ability To Perform

CONTRACTOR represents and warrants that:

11.9.1 CONTRACTOR has the financial stability to carry out at least six (6) months of Services, including Operations, Support and Maintenance during any period of this Agreement without reimbursement for the Services or expenses;

11.9.2 CONTRACTOR has the financial resources to fund the capital expenditures, if any, required under the Agreement without advances by COUNTY or assignment of any payments by COUNTY to a financing source;

11.9.3 Each Subcontractor providing a substantial amount of the Services under this Agreement has the financial resources to carry out its duties under this Agreement; and

11.9.4 CONTRACTOR's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by stage, segment, or cost objective in order to support Change Order accounting.

11.10 Breach of Warranty

If there is any breach of a warranty contained in this Section 11 during the Warranty Period and CONTRACTOR cannot substantially correct such breach in a commercially reasonable manner within ninety (90) Days after receiving written Notice from COUNTY, COUNTY may terminate this Agreement and obtain a refund of the applicable license fee.

11.11 Disclaimers

WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES, DELIVERABLES AND ANY WORK PRODUCT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

12. SUPPORT AND MAINTENANCE SERVICES DURING THE WARRANTY PERIOD.

12.1 General Responsibilities

CONTRACTOR shall perform the Services described in this Section 12 through the Warranty Period. CONTRACTOR's Service responsibilities shall include but not be limited to the following while assisting COUNTY during the Warranty Period:

12.1.1 Promptly repair or replace the System, or any portion thereof, that has Deficiencies;

12.1.2 Maintain the System in accordance with the Specifications and terms of this Agreement;

12.1.3 Re-perform any Service that fails to meet the requirements of this Agreement at no additional cost;

12.1.4 Propose revisions to the Software as necessary to meet COUNTY's Processing needs;

12.1.5 Coordinate with COUNTY all tasks related to correcting problems and Deficiencies connected with the Software or the Equipment; and

12.1.6 Execute on-line diagnostics from a remote CONTRACTOR location solely to assist in the identification and isolation of suspected Deficiencies.

12.1.7 CONTRACTOR will provide Support and Maintenance for the current release (major and/or minor releases) of each of its maintained Software Applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". CONTRACTOR will respond to Maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by CONTRACTOR will not be provided pursuant to this Agreement, but may be separately available at rates and on terms which may vary from those described herein.

12.2 Inquiry Assistance.

As provided in Exhibit H, CONTRACTOR will provide COUNTY with a telephone number to contact the Customer Resource Center (CRC), CONTRACTOR's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific Time, Monday through Friday, excluding CONTRACTOR's observed holidays. CONTRACTOR shall, within 30 minutes for a critical inquiry or within 60 minutes of a high priority (in COUNTY's reasonable judgment), respond to the inquiry, as applicable:

12.2.1 Responses to questions relating to the Software, including without limitation isolating problems to the Software, Data or Equipment;

12.2.2 The development, on a best efforts basis, of a temporary solution to or an Emergency bypass of a Deficiency;

12.2.3 Corrections and repairs of errors, problems or Deficiencies with the Software, to the extent technically feasible; and

12.2.4 Clarification of Documentation.

CONTRACTOR will provide COUNTY with one or more electronic mail addresses to which COUNTY may submit routine or non-critical support requests during periods when live technical support is unavailable. CONTRACTOR will provide COUNTY with access to archived software updates and other technical information in CONTRACTOR's online support databases, which are continuously available.

12.3 Incident Priorities

CONTRACTOR will assign incident priorities and address inquiries in accordance with the following guidelines:

Critical	System/product is entirely unusable, down, or unavailable.
High	System/product is available, but on a limited or intermittent basis.
Medium	System/product is available; the issue reported is a question about intended functionality or technical specification.
Low	System/product is available; the issue reported is a request for documentation, training, upgrade, application support, etc.

12.4 Additional Assistance

12.4.1 When required to properly resolve a Maintenance request, CONTRACTOR shall first provide the option of remote assistance to COUNTY via the WebEx™ Meeting Center™ environment or another mutually-acceptable remote communications method.

12.4.2 CONTRACTOR shall dispatch trained and qualified Services Staff to COUNTY's applicable Site in the event that: (i) such assistance as described above in Section 12.2 does not resolve Deficiencies or problems related to COUNTY's inquiries regarding Equipment or Software at such Site within 12 hours after CONTRACTOR's response to COUNTY; (ii) the System is non-Operational; and (iii) COUNTY requests additional assistance. If the System is non-Operational, such CONTRACTOR staff shall remain at the Site on a 12-hour, five-days-a-week basis repairing the applicable parts of the System until it operates in accordance with its Specifications.

12.4.3 CONTRACTOR shall provide a plan to resolve Deficiencies no later than eight hours after notice by COUNTY to CONTRACTOR of such Deficiency or problems.

12.5 Database

CONTRACTOR shall maintain and make available online to COUNTY a database of all Change Requests and Deficiencies reported by COUNTY under Section 12.2 or known to CONTRACTOR in the SYSTEM, and each visit by such Services Project Staff as described in Section 12.4. The database shall include, at a minimum, the following:

- 12.5.1 Date and time CONTRACTOR was notified;
- 12.5.2 Date and time of arrival or inquiry response;
- 12.5.3 Time spent for resolution of Deficiencies;
- 12.5.4 Description of Deficiency;
- 12.5.5 Description of severity level of Deficiency, e.g., Emergency;
- 12.5.6 Description of Deficiency resolution; and
- 12.5.7 Date of resolution.

13. STANDARD SUPPORT AND MAINTENANCE.

CONTRACTOR shall provide standard Support Services and Maintenance Services to COUNTY in accordance with CONTRACTOR's Annual Support and Maintenance Agreement as set out in Exhibit H at the charges described in Exhibit A.

13.1 Support and Maintenance

CONTRACTOR shall provide Maintenance Services and Support Services to correct Deficiencies in the SYSTEM and support, repair and maintain the SYSTEM in accordance with the Project Work Plan, Exhibit F and other parts of this Agreement. CONTRACTOR's Maintenance Services and Support Services responsibilities shall include but not be limited to maintaining the SYSTEM in accordance with the Specifications and the terms of this Agreement, and developing, on a best efforts basis, of a temporary solution to or an Emergency bypass of a Deficiency. CONTRACTOR shall report Deficiencies, problems, errors and bugs causing crashes or corruption of the Data to COUNTY within eight (8) hours of their becoming known to CONTRACTOR.

13.2 Performance Standard Measurement

CONTRACTOR shall maintain the SYSTEM, in whole and in part, to meet the Performance Standards set forth in Exhibit G, Exhibit F and the Project Work Plan. CONTRACTOR will conduct tests for measuring and certifying the achievement of the Performance Standards. CONTRACTOR must implement all testing, measurement and monitoring tools and procedures required to measure and report CONTRACTOR's performance of the Services and SYSTEM against the applicable Performance Standards. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Performance Standards, and will be subject to audit by COUNTY. CONTRACTOR will provide COUNTY with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

13.3 Continuous Improvement

CONTRACTOR shall, on an ongoing basis, as part of its total quality management process, identify, report to COUNTY, and implement ways to improve performance of the Services and identify and apply techniques and tools from other CONTRACTOR installations that would benefit COUNTY either operationally or financially.

14. DISPUTE RESOLUTION.

14.1 Good Faith Efforts

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved within 15 Days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies.

14.2 Continued Performance

CONTRACTOR and COUNTY agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement.

15. CHANGES.

15.1 Changing Government Programs

The parties acknowledge that the government programs supported by this Agreement will be subject to continuous change during the term of this Agreement. Except as provided in this Section 15, CONTRACTOR has provided for or will provide for adequate resources, at no additional cost to COUNTY, to reasonably accommodate such changes during the term of this Agreement, subject to the Change Order process of this Section 15.

15.2 Identifying Changes

In consideration of CONTRACTOR's knowledge, experience and expertise related to the implementation of electronic health record systems such as the SYSTEM that is the subject of this Agreement, CONTRACTOR agrees to advise COUNTY of any changes in applicable federal or State legislative enactments and regulations of which it becomes aware and the potential impact of such changes on the performance of the Services or Deliverables or COUNTY's use of the Services or Deliverables. CONTRACTOR agrees to timely notify COUNTY of such changes and must work with COUNTY to identify the impact of such changes on how COUNTY uses the Services or Deliverables.

15.3 Notice from County

In the ordinary course of business, if COUNTY becomes aware of any material changes in applicable law, regulation, codes, policy, or guidelines affecting the Agreement, COUNTY will promptly notify CONTRACTOR of the changes.

15.4 Issuance of Change Requests

COUNTY may, at any time by a written Change Request, request changes within the scope of the Agreement. Such changes may include, without limitation, revisions to Deliverables or Services.

15.5 Contractor Response to Change Request

CONTRACTOR shall respond in writing to a Change Request within 15 Days following its receipt, advising COUNTY of any cost and Schedule impacts. When there is a cost impact, i.e., increase or decrease in Charges or Purchase Prices, CONTRACTOR shall advise COUNTY in writing of the increase or decrease involved, including a breakdown of the number of Project Staff hours by level of CONTRACTOR and COUNTY personnel needed to effect this change.

15.6 Agreement on Change Order

The CONTRACTOR Project Manager and the COUNTY Project Manager shall negotiate in good faith and in a timely manner as to the price for amounts over the limitations specified in Exhibit A and/or the effect on the milestone payments in Exhibit B and the impact on the Schedule of any Change Request. If the parties reach an agreement on a Change Order in writing, and authorized representatives of the parties execute the Change Order, the terms of this Agreement shall be modified accordingly. The COUNTY Project Manager may approve non-financial Change Orders. However, at the time that a Change Order exceeds the original Maximum Amount set forth in Exhibit A, such Change Order shall be processed as a contract amendment. CONTRACTOR shall incorporate all Change Orders affecting the Services and Deliverables into applicable SYSTEM Documentation. In no event shall the Charges or Purchase Prices be increased nor shall the Schedule be extended in a Change Order to correct errors or omissions in the SYSTEM.

15.7 Disagreement

If federal, State or County laws, rules, regulations, codes, policies or guidelines are adopted, promulgated, judicially interpreted or changed, the effect of which is to alter the ability of either party to fulfill its obligations under this Agreement, the parties will promptly negotiate in good faith appropriate modifications or alterations to the Agreement and any appropriate Change Orders for amounts over the limitations specified in Exhibit A. If COUNTY submits to CONTRACTOR a Change Request to comply with such laws, rules, regulations, codes, policies or guidelines and if the parties are unable to reach an agreement in writing within 15 Days of CONTRACTOR's written response to such a Change Request, the COUNTY Project Manager may make a determination of the revised price and Schedule, and CONTRACTOR shall proceed with the work according to such price and Schedule which shall be included in the resulting Change Order, subject to CONTRACTOR's right to appeal the COUNTY Project Manager's determination of the price and/or Schedule to the dispute resolution process under Section 14. Nothing in this Section 15.7 shall in any manner excuse CONTRACTOR from proceeding diligently with the Agreement as changed by the Change Order.

15.8 Termination

If CONTRACTOR fails or refuses to perform its Services in any material respect pursuant to a Change Order executed by the parties, CONTRACTOR shall be in material breach of this Agreement, and CONTRACTOR shall have thirty (30) Days to cure such breach or provide a written plan reasonably acceptable to COUNTY regarding its plans to correct such breach. In the event the parties cannot reach an agreement regarding such Change Order, COUNTY shall have the right to terminate the Agreement for such a breach pursuant to Section 22.1 (Termination for CONTRACTOR's Material Breach).

15.9 Contractor Submission of Change Request

CONTRACTOR may also submit a Change Request to COUNTY to propose changes that should be made within the scope of the Agreement. Any such Change Request shall include proposed costs and Schedule impacts, including a breakdown of the number of Project Staff hours by level of CONTRACTOR and COUNTY personnel needed to effect this change. COUNTY will attempt to respond

to such Change Requests from CONTRACTOR within 20 Days of receipt. If the parties reach an agreement on a Change Order in writing, and authorized representatives of the Parties execute the Change Order, the terms of this Agreement shall be modified accordingly. If the parties are unable to reach an agreement in writing on a Change Request submitted by CONTRACTOR, the COUNTY Project Manager will be deemed to have rejected the requested Change Request.

16. ADDITIONAL RIGHTS AND REMEDIES.

16.1 Withholding Payments

If CONTRACTOR fails to deliver Deliverables or to provide Services which reasonably satisfy CONTRACTOR's obligations hereunder, COUNTY shall have the right to withhold any and all payments due hereunder, but only to the extent of the amount in dispute. COUNTY may withhold any and all such payments due hereunder to CONTRACTOR, without penalty or work stoppage by CONTRACTOR, until such failure to perform is cured.

16.2 Reductions in Payments Due

Amounts due COUNTY by CONTRACTOR, including but not limited to damages, or claims for damages, may be deducted or set-off by COUNTY from any money payable to CONTRACTOR pursuant to this Agreement.

16.3 Cover

If, in the reasonable judgment of COUNTY a default by CONTRACTOR is not so substantial as to require termination, reasonable efforts to induce CONTRACTOR to cure the default are unavailing, CONTRACTOR fails to cure such default within thirty (30) Days of receipt of Notice from COUNTY, and the default is capable of being cured by COUNTY or by another resource without unduly interfering with continued performance by CONTRACTOR, COUNTY may, without prejudice to any other remedy it may have, provide or procure the Services reasonably necessary to cure the default, in which event CONTRACTOR shall reimburse COUNTY for the reasonable cost of the Services in default. In addition, CONTRACTOR must cooperate with these resources in allowing access to the Software.

16.4 Performance Standards

If the SYSTEM fails to meet Performance Standards set forth in Exhibit G during the Warranty Period and while CONTRACTOR is providing Support and/or Maintenance Services, CONTRACTOR shall modify, reconfigure, upgrade or replace the Software at no additional cost to COUNTY in order to provide a SYSTEM solution that complies with such Performance Standards.

16.5 Temporary Suspension for Convenience

COUNTY shall have the right at any time to order the Services of CONTRACTOR fully or partially stopped temporarily for its own convenience for up to 15 consecutive days. CONTRACTOR will receive Notice of the reasons for such an order. The Schedule shall be delayed on a day-for-day basis or longer to the extent COUNTY has issued a stop work order to CONTRACTOR and such stop work order is causing delays in completing Services in accordance with the Schedule. CONTRACTOR shall have the right to submit claims in accordance with the terms of Section 23.5 as a result of stop work orders issued under this Section.

17. **INSURANCE.**

17.1 Liability and Auto Insurance

CONTRACTOR shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. CONTRACTOR shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and that have a Best's rating of no less than A: VII, or that are approved by the COUNTY. CONTRACTOR shall include COUNTY, its boards, agencies, contractors, offices, employees, agents and volunteers as a named insured party in CONTRACTOR's insurance policy obtained hereunder.

If CONTRACTOR fails to buy and maintain the insurance coverage described in this Section 17, COUNTY may terminate this Agreement under Section 22.1 (Termination for CONTRACTOR's Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below. In the event the CONTRACTOR is unable to comply with the COUNTY's insurance requirements, COUNTY may, at its sole discretion and at the CONTRACTOR's expense, provide compliant coverage.

The insurance requirements set forth below are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against COUNTY or inflation. This option may be exercised during any amendment to this Agreement that results in an increase in the nature of COUNTY's risk and such changes of provision will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) Days of acceptance of the amendment or modification.

17.1.1 Commercial General Liability Insurance: shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed in Section 18 (Confidential Information) and Section 20 (Additional Indemnifications) of this Agreement with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

17.1.2 Automobile Liability Insurance: The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. The limit of liability of said policy or policies shall not be less than \$1 million per occurrence/\$2 million general aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the COUNTY;

17.1.3 Employers Liability Insurance: covering the risks of CONTRACTOR's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

17.1.4 Crime Coverage: with a deductible not to exceed \$1 million, subject to Section 17.2 and coverage of not less than \$3 million single limit per occurrence and \$5 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.

17.2 Extended Coverage

If the policy providing liability coverage is on a "claims made" form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following expiration or termination of this Agreement, naming COUNTY as an additional insured and providing COUNTY with certificates of insurance on an annual basis. Said policy or policies shall provide that the COUNTY shall be given thirty (30) Days written Notice prior to cancellation or expiration of the policy or reduction in coverage.

17.3 Workers' Compensation Coverage

Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. In the event CONTRACTOR is self-insured, it shall furnish a copy of a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 *et. seq.* during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

17.4 Subcontractors

CONTRACTOR shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit CONTRACTOR's liability or responsibility.

17.5 Premiums and Notice to County

CONTRACTOR or its Subcontractors shall pay premiums on all insurance policies. Such insurance policies provided for COUNTY pursuant to this Section 17 shall expressly provide therein that COUNTY be named as additional insured, and that it shall not be revoked by the insurer until thirty (30) Days Notice of intended revocation thereof shall have first been given to COUNTY by such insurer. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance provided to COUNTY.

17.6 Cancellation

CONTRACTOR's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or non-renewal shall not take place or be reduced in scope of coverage until five business days' written Notice has been given to COUNTY, attention Project Director, and CONTRACTOR has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section 17. CONTRACTOR's insurance policies shall not be reduced in scope without COUNTY's prior written consent.

17.7 Insurance Documents

CONTRACTOR shall submit to the office of the COUNTY Project Manager certificate(s) of insurance documenting the required insurance as specified in this Section 17 prior to this Agreement becoming effective, and copies of renewal certificates of all required insurance within 30 Days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section 17. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the COUNTY Project Manager as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held

responsible for payment of damages resulting from CONTRACTOR's Services pursuant to the Agreement, nor shall it be deemed a waiver of COUNTY's right to insurance coverage hereunder. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by COUNTY for material breach.

17.8 Increased Coverage

COUNTY is to be notified by CONTRACTOR immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.

17.9 Subrogation

CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by CONTRACTOR under this Agreement.

17.10 Cross-Liability

All insurance provided by CONTRACTOR shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the COUNTY and shall include a severability of interests or cross-liability provision in the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

18. CONFIDENTIAL INFORMATION.

18.1 Protection Obligations

18.1.1 Access and Protection. During the term of the Agreement, CONTRACTOR and COUNTY will have access to and become acquainted with each party's Confidential Information. Except for disclosure pursuant to Section 18.1.2, COUNTY and CONTRACTOR, and each of their officers, employees and agents, shall, subject to State laws and regulations and in accordance with this Section 18.1.1, maintain all Confidential Information of the other party in confidence and at least to the extent as it protects the confidentiality of its own proprietary information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than this Section 18.1.1, as authorized in writing by the other party, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable federal, State and County law, regulation, codes, and this Section 18.1.1, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Except for disclosures pursuant to Section 18.1.2 below, each party agrees that prior to disclosing any Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 18.1.1 with respect to the Confidential Information. In addition to the requirements expressly stated in this Section 18.1.1, CONTRACTOR and its Subcontractors will comply with any policy, rule, or reasonable requirement of COUNTY, the State and the federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of COUNTY's services, CONTRACTOR's operations, or the Services performed by CONTRACTOR under this Agreement.

18.1.2 Public Records. Notwithstanding the above, CONTRACTOR acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by CONTRACTOR to be Confidential Information must be clearly identified as such by CONTRACTOR. To the extent consistent with State law, COUNTY will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view CONTRACTOR's Confidential Information, COUNTY will notify CONTRACTOR of the request and of the date that any such records will be released to the requester unless CONTRACTOR obtains a court order enjoining that disclosure. If CONTRACTOR fails to obtain the court order enjoining disclosure, COUNTY will release the identified requested information on the date specified.

18.1.3 Security Requirements. Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of COUNTY and which the other party may establish from time-to-time, with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information.

18.2 Audit

COUNTY reserves the right to monitor, audit or investigate CONTRACTOR's use of COUNTY Confidential Information collected, used, or acquired by CONTRACTOR under this Agreement.

18.3 Return

Subject to record retention laws; each party shall promptly return to the disclosing party, on termination or expiration of this Agreement, all of the disclosing party's Confidential Information, including copies thereof.

18.4 Injunctive Relief and Indemnity

18.4.1 CONTRACTOR shall immediately report to COUNTY any and all unauthorized disclosures or uses of COUNTY's Confidential Information of which it or its Project Staff is aware or has knowledge. CONTRACTOR acknowledges that any publication or disclosure of COUNTY's Confidential Information to others may cause immediate and irreparable harm to COUNTY. If CONTRACTOR should publish or disclose such Confidential Information to others without authorization, COUNTY shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from CONTRACTOR's failure to protect COUNTY's Confidential Information. As a condition to the foregoing indemnity obligations, COUNTY will provide CONTRACTOR with prompt notice of any claim of which COUNTY is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim.

18.4.2 COUNTY will immediately report to CONTRACTOR any and all unauthorized disclosures or uses of CONTRACTOR's Confidential Information of which COUNTY is aware or has knowledge. COUNTY acknowledges that any publication or disclosure of CONTRACTOR's Confidential Information to others may cause immediate and irreparable harm to CONTRACTOR. If COUNTY should publish or disclose such Confidential Information to others without authorization, CONTRACTOR shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. COUNTY shall indemnify, defend, and hold harmless CONTRACTOR from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from COUNTY's failure to protect CONTRACTOR's Confidential Information. As a condition to the foregoing indemnity obligations, CONTRACTOR will provide COUNTY with prompt

notice of any claim of which CONTRACTOR is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with COUNTY in connection with any such claim.

18.5 Nondisclosure of Other County Information

The use or disclosure by CONTRACTOR of any COUNTY information not necessary for, nor directly connected with, the performance of CONTRACTOR's responsibility with respect to Services is prohibited, except upon the express written consent of COUNTY.

18.6 Exceptions

The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

18.7 Survival

The provisions of this Section shall remain in effect following the termination or expiration of this Agreement.

19. BUSINESS ASSOCIATE.

The COUNTY is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy and Security Rule"). The CONTRACTOR is considered to be a "Business Associate" under the Privacy Rule. CONTRACTOR must also comply with the Security Rule as a Business Associate if under this Agreement it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of title 45 of the Code of Federal Regulations.

The COUNTY and CONTRACTOR acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth in Exhibit J - HIPAA Business Associate Agreement.

20. ADDITIONAL INDEMNIFICATIONS.

20.1 Intellectual Property

20.1.1 CONTRACTOR shall, at its expense, defend, indemnify, and hold harmless COUNTY and its employees, officers, directors, contractors and agents from and against any third-party claim or action against COUNTY which is based on a claim that any Deliverable or any part thereof under this Agreement infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret, and CONTRACTOR shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. COUNTY shall promptly give CONTRACTOR notice of any such claim.

20.1.2 In case the Deliverables, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the exercise of COUNTY's rights thereto is enjoined or

restricted, CONTRACTOR shall, at its own expense and in the following order of priorities: (i) procure for COUNTY the right to continue using the Deliverables; (ii) modify the Deliverables to comply with the Specifications and to not violate any intellectual property rights; (iii) or retrieve any or all Deliverables upon receipt of Notice from COUNTY and refund the Purchase Price of each Deliverable, as applicable.

20.1.3 However, CONTRACTOR shall not be liable to the extent claims of misappropriation or infringement arise from CONTRACTOR's compliance with any designs, Specifications or written instructions of COUNTY and CONTRACTOR could not have avoided such claims through alternative products.

20.2 General

CONTRACTOR shall, at its expense, indemnify, defend, and hold harmless COUNTY, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any third party claim or action, including without limitation for property damage, bodily injury or death, if and to the extent such damage or injury is proximately caused by the negligent acts or willful misconduct of CONTRACTOR, its officers, employees, agents, or Subcontractors, in the course of providing services at the COUNTY's Sites and is determined by a court of competent jurisdiction to be CONTRACTOR's legal liability, and provided that COUNTY shall promptly give CONTRACTOR notice of such claim and give CONTRACTOR the requisite authority, information and assistance to defend, and take commercially reasonable steps to mitigate any third party damages.

21. DAMAGES DISCLAIMERS AND LIMITATIONS.

21.1 County's Disclaimer of Damages

COUNTY shall not be liable, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT for consequential, incidental, indirect, or special damages, including WITHOUT limitation lost profits and lost business opportunities.

21.2 County's Limitation of Liability

IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT.

21.3 Contractor's Limitation of Liability

CONTRACTOR will not be liable to COUNTY to the extent of any loss, damage, or liabilities:

21.3.1 Caused by the failure of COUNTY, another COUNTY agency, or a COUNTY contractor to perform in connection with this Agreement and such nonperformance prevented CONTRACTOR from performing in accordance with this Agreement; or

21.3.2 Resulting from CONTRACTOR acting prudently in accordance with instructions given by authorized representatives of COUNTY or other authorized COUNTY agencies.

21.3.3 Contractor shall not be liable, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT for consequential, incidental, indirect, or special damages, including WITHOUT limitation lost profits and lost business opportunities.

EXCEPT AS PROVIDED IN SECTIONS 18 AND 20.1, OR OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY TO COUNTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED 1.5 TIMES THE MAXIMUM AMOUNT.

22. TERMINATION.

22.1 Termination for Contractor's Material Breach

If CONTRACTOR fails to cure (or to provide an acceptable plan to cure) any material breaches of this Agreement which are described in a written Notice from the COUNTY within thirty (30) Days of receipt of such Notice, this Agreement may be terminated immediately, in whole or in part, by Notice from COUNTY to CONTRACTOR. The option to terminate shall be at the sole discretion of COUNTY.

22.2 Termination for Rejection of Deliverables

If CONTRACTOR is unable to correct Deficiencies in a Deliverable, as described in Section 7.3 or Section 7.4 of this Agreement, COUNTY shall have the right to immediately terminate this Agreement during the Warranty Period, in whole or in part, without penalty or liability to COUNTY, with such a termination being deemed a termination due to the default of CONTRACTOR hereunder, and return the Deliverable to CONTRACTOR. If COUNTY terminates this Agreement under this Section, CONTRACTOR shall, within twenty (20) Days thereafter, refund to COUNTY all unearned payments made to CONTRACTOR for the returned Deliverables and Services rendered therefore and all previous Deliverables which have received Acceptance and Services rendered therefore and which are returned with the rejected Deliverable.

22.3 Termination for Conflict of Interest

COUNTY may terminate this Agreement under Section 22.1 (Termination for CONTRACTOR's Material Breach) by Notice to CONTRACTOR if COUNTY determines, after due notice and examination, that any party has violated the Political Reform Act, California Government Code §§87100-87500 and/or or any other laws regarding ethics in public acquisitions and procurement and performance of contracts, including, but not limited to California Government Code §§1090-1098.

22.4 Termination for County's Nonpayment

If COUNTY fails to pay CONTRACTOR undisputed, material Purchase Prices and Charges when due under the Agreement and fails to make such payments within ninety (90) Days of receipt of Notice from CONTRACTOR of the failure to make such payments, CONTRACTOR may, by giving Notice to COUNTY, terminate this Agreement as of a date specified in the Notice of termination. CONTRACTOR shall not have the right to terminate the Agreement for COUNTY's breach of the Agreement except as provided in this Section.

22.5 Termination Remedies

22.5.1 In the event of termination of this Agreement by COUNTY under Sections 22.1-22.3, COUNTY shall, in addition to its other available remedies, have the right to procure the Services and Deliverables that are the subject of this Agreement on the open market and, subject to the provisions of Section 21.3 (Contractor's Limitation of Liability), CONTRACTOR shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Agreement Purchase Price for the Deliverables and/or Charges for the Services and the replacement costs of such Deliverables and/or

Services acquired from another vendor; and (ii) if applicable, all administrative costs directly related to the replacement of this Agreement, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time.

22.6 Termination for Withdrawal of Authority

In the event that the authority of COUNTY to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, COUNTY may terminate this Agreement in whole or in part. This Section shall not be construed so as to permit COUNTY to terminate this Agreement in order to acquire similar Services from a third party.

22.7 Termination for Non-allocation of Funds

If funds are not allocated to continue this Agreement in any future period, COUNTY may terminate this Agreement. COUNTY will not be obligated to pay any further Charges for Services or Purchase Prices for such future period, but COUNTY shall make payments for Services, Deliverables and CONTRACTOR's costs, subject to COUNTY's availability of funding therefore. COUNTY agrees to notify CONTRACTOR of such non-allocation at the earliest reasonable time. No penalty shall accrue to COUNTY in the event this Section shall be exercised.

22.8 Termination Procedure

22.8.1 Upon termination of this Agreement, COUNTY, in addition to any other rights provided in this Agreement, may require CONTRACTOR to destroy or deliver to COUNTY any Property, including but not limited to Deliverables and Data, for such part of this Agreement as has been terminated.

22.8.2 After receipt of a Notice of termination, and except as otherwise directed by COUNTY, CONTRACTOR shall:

22.8.2.1 Stop work under this Agreement on the date, and to the extent specified, in the Notice;

22.8.2.2 Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

22.8.2.3 As soon as practicable, but in no event longer than fifteen (15) Days after termination, give COUNTY Notice of its intent to terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. Within five (5) Days of receiving such Notice, COUNTY shall give CONTRACTOR approval of which orders and subcontracts to terminate and which COUNTY shall assume, and such Notice under this subsection shall constitute COUNTY's ratification of CONTRACTOR's actions to terminate or maintain orders and subcontracts. After receiving Notice from COUNTY to terminate specified orders and contracts, CONTRACTOR shall proceed with termination within ten (10) Days;

22.8.2.4 Complete performance of such part of this Agreement as shall not have been terminated by COUNTY;

22.8.2.5 Take such reasonable action as may be necessary, or as the COUNTY Project Director may direct, for the protection and preservation of the Property related to this Agreement that is in the possession of CONTRACTOR and in which COUNTY has an interest;

22.8.2.6 Transfer title to COUNTY and deliver in the manner, at the times, and to the extent directed by the COUNTY Project Director, any Property which is required to be furnished to COUNTY and which has been accepted or requested by COUNTY; and

22.8.2.7 Provide written certification to COUNTY that CONTRACTOR has destroyed or surrendered to COUNTY all such Property.

22.8.3 Upon CONTRACTOR's receipt of Notice of termination of the Agreement by COUNTY, CONTRACTOR will provide any turnover assistance Services necessary to enable COUNTY or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself. Within ten (10) Days of receipt of the Notice of termination, CONTRACTOR shall provide, in machine readable form, an up-to-date usable copy of the Data in a format consistent with the data transfer formats mutually agreed to by the COUNTY and CONTRACTOR in the Data Conversion Plan, and a copy of all documentation needed by COUNTY to utilize the Data. CONTRACTOR will ensure that all consents or approvals to allow CONTRACTOR and Subcontractors to provide the assistance required following termination have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to COUNTY.

22.8.4 Upon the expiration of this Agreement or the termination of this Agreement for any reason, COUNTY's rights to the CONTRACTOR Technology will be as follows:

22.8.4.1 Unless otherwise agreed to between the parties as part of a turnover plan, CONTRACTOR will provide COUNTY or its designee a license to use and reproduce for the COUNTY's internal purposes CONTRACTOR Technology at no additional cost to COUNTY and provide technical and professional Support and Maintenance at rates negotiated between the parties;

22.8.4.2 CONTRACTOR's rates for the technical and professional Support and Maintenance services addressed above will not exceed the lesser of:

- (i) CONTRACTOR's reasonable and customary rates for such Services;
- or
- (ii) CONTRACTOR's rates for comparable services for other customers.

23. GENERAL CONDITIONS.

23.1 Anti-Trust Violations

CONTRACTOR and COUNTY recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by COUNTY. Therefore, CONTRACTOR hereby assigns to COUNTY any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to COUNTY resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Purchase Prices and Charges under this Agreement.

23.2 Assignment

CONTRACTOR may not assign or transfer this Agreement or any of its rights hereunder except to a GE affiliated company, or delegate any of its duties hereunder, without the prior written consent of the COUNTY Project Director, provided that any permitted assignment shall not operate to relieve CONTRACTOR of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to COUNTY that may arise from any breach of the provisions of this Agreement or warranties made herein including but not limited to, rights of setoff. COUNTY may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the COUNTY and may delegate its duties in whole or in part without the consent of CONTRACTOR. Any attempted

assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

23.3 Authority

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

23.4 Binding Effect

Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

23.5 Claims

CONTRACTOR must submit claims against COUNTY within the earlier of one year from the date upon which CONTRACTOR knew of the existence of the claim or one year from expiration or termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above-described time period. CONTRACTOR must submit such claims to the COUNTY Project Manager or his or her designee in the form and with the certification prescribed by the COUNTY Project Manager or his or her designee. Upon failure of CONTRACTOR to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred. Submission of such claims against COUNTY shall be, except as provided in Sections 18.4.2 and 22.4, CONTRACTOR's sole and exclusive remedy in the event that COUNTY breaches this Agreement.

23.6 Compliance With Civil Rights Laws

23.6.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief.

23.6.2 During the performance of this Contract, CONTRACTOR shall comply with all federal, State and County nondiscrimination laws, including but not limited to:

Title VII of the Civil Rights Act, 42 U.S.C. § 12101, et seq.; the Americans with Disabilities Act (ADA); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, et seq.); and Article XIII, Chapter 2 of the Santa Barbara COUNTY Code. In the event of CONTRACTOR's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part under Section 22.1 (Termination for Material Breach), and CONTRACTOR may be declared ineligible for further contracts with COUNTY. CONTRACTOR shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, CONTRACTOR may be subject to penalties under federal and state law.

23.6.3 CONTRACTOR shall promptly notify the County's Equal Opportunity Office of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Equal Opportunity Office will notify the Director, Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

23.7 Conflicts Between Documents; Order of Precedence

In the event that there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

- 23.7.1 Applicable federal and State laws, regulations and policies;
- 23.7.2 The terms and conditions in the body of this Agreement;
- 23.7.3 Change Orders;
- 23.7.4 Exhibit A (Purchase Price);
- 23.7.5 Exhibit B (Payment Schedule);
- 23.7.6 Exhibit C (Project Staff);
- 23.7.7 Exhibit D (Equipment and Software Configuration);
- 23.7.8 Exhibit E (Functional Specifications);
- 23.7.9 Exhibit F (Statement of Work);
- 23.7.10 Exhibit G (Performance Standards);
- 23.7.11 Exhibit H (Support & Maintenance Agreement);
- 23.7.12 Exhibit I (Initial Project Plan);
- 23.7.13 Exhibit J (HIPAA Business Associate Agreement);
- 23.7.14 Exhibit K (Purchase Order #CN11925 for Equipment);
- 23.7.15 Other Deliverables.

23.8 Counterparts

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party for all purposes.

23.9 Covenant Against Contingent Fees

23.9.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide brokerage, established commercial or selling agency of CONTRACTOR.

23.9.2 In the event of breach of this Section by CONTRACTOR, COUNTY shall have the right to either annul this Agreement without liability to COUNTY, or, in COUNTY's discretion, deduct from payments due to CONTRACTOR, or otherwise recover from CONTRACTOR, the full amount of such commission, percentage, brokerage, or contingent fee.

23.10 Cooperation of Parties

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

23.11 Debarment and Suspension

CONTRACTOR certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. CONTRACTOR certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

23.12 Entire Agreement; Acknowledgement of Understanding

COUNTY and CONTRACTOR acknowledge that they have read the Agreement and the attached Exhibits which are incorporated herein by this reference, understand them and agree to be bound by their terms and conditions. Further, COUNTY and CONTRACTOR agree that the Agreement, Exhibits, Specifications, Project Work Plan, and any approved Change Orders are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement.

23.13 Force Majeure

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

23.14 Governing Law

This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the State of California, said statute will not govern any aspect of this Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The exclusive jurisdiction and venue of any action hereunder shall be in the State courts of Santa Barbara County, California. CONTRACTOR accepts the personal jurisdiction of such courts.

23.15 Headings

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23.16 Independent Status of Contractor

The parties hereto, in the performance of this Agreement, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall not make any claim of right, privilege or benefit that would accrue to an employee under applicable California law.

23.17 Legal and Regulatory Compliance

The Services and SYSTEM shall comply with all applicable federal, State, and County laws, regulations, codes, standards and ordinances during the term of this Agreement. In the event that any Services performed or the SYSTEM provided by CONTRACTOR are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of CONTRACTOR to bring the Services and SYSTEM into compliance at no additional cost to COUNTY.

23.18 Licensing Standards

CONTRACTOR shall comply with all applicable County, State, and federal licensing requirements and standards necessary in the performance of this Agreement (e.g. Business License, operating permits).

23.19 Lobbying Activities

CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

23.20 Modifications and Amendments

23.20.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of CONTRACTOR and COUNTY.

23.20.2 Only the COUNTY Board of Supervisors shall have the express, implied, or apparent authority to alter, amend, modify, or waive any substantive clause or condition of this Agreement on behalf of COUNTY. Furthermore, any alteration, amendment, modification, or waiver of any substantive clause or condition of this Agreement is not effective or binding until made in writing and signed by the Chair of the Board of Supervisors, and CONTRACTOR unless otherwise provided herein.

23.20.3 CONTRACTOR shall notify COUNTY of the names of individuals who have authority to bind CONTRACTOR to modifications to the Agreement and of the limits of such authority at the time CONTRACTOR executes this Agreement and at such other times as required.

23.21 Non-waiver

Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by COUNTY for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. CONTRACTOR agrees that COUNTY's pursuit nor non-pursuit of a remedy under this Agreement for CONTRACTOR's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that COUNTY may have at law or equity for any other occurrence of the same or similar breach, nor estop COUNTY from pursuing such remedy.

23.22 Notice of Delay

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give Notice thereof, including all relevant information with respect thereto, to the other party.

23.23 Notices

23.23.1 Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and email addresses set forth below:

COUNTY:

County of Santa Barbara
Public Health Department
300 N. San Antonio Rd. Bldg 8
Santa Barbara, CA 93110
Facsimile: (805) 681-5191
E-mail: Rose.Davis@sbcphd.org

CONTRACTOR:

GE Healthcare IT
540 West Northwest Highway
Barrington, IL 60010
Attention: Legal Department

23.23.2 Notices shall be effective upon receipt or four (4) business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

23.24 Publicity

The award of this Agreement to CONTRACTOR is not in any way an endorsement of CONTRACTOR or CONTRACTOR's Services by COUNTY and shall not be so construed by CONTRACTOR in any advertising or publicity materials. CONTRACTOR agrees to submit to the COUNTY Project Director all advertising, sales promotion, and other publicity matters relating to this Agreement wherein COUNTY's name is mentioned or language used from which the connection of COUNTY's name therewith may, in COUNTY's judgment, be inferred or implied. CONTRACTOR further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of COUNTY. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. Nor shall CONTRACTOR release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of COUNTY. Nothing in this paragraph shall preclude CONTRACTOR from publicly announcing the award or execution of this Agreement.

23.25 Remedies

Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

23.26 Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

23.27 Sovereign Immunity

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by COUNTY of any immunities from suit or from liability that COUNTY may have by operation of law.

23.28 Subcontractors

23.28.1 CONTRACTOR may, with prior written permission from the COUNTY Project Manager, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of CONTRACTOR's duties and obligations.

23.28.2 CONTRACTOR is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of CONTRACTOR to COUNTY for any breach in the performance of CONTRACTOR's duties. In addition, CONTRACTOR's use of any Subcontractor shall not cause the loss of any warranty from CONTRACTOR. All subcontracts will be made in writing and copies provided to COUNTY upon request. COUNTY has the right to refuse reimbursement for obligations incurred under any subcontract that do not comply with the terms and conditions of this Agreement.

23.28.3 For purposes of this Agreement, CONTRACTOR agrees to indemnify, defend, and hold COUNTY harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or related to acts or omissions of CONTRACTOR's Subcontractors, their agents, or employees. At COUNTY's request, CONTRACTOR shall forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.

23.28.4 For any Subcontractor, CONTRACTOR shall:

23.28.4.1 Be responsible for Subcontractor compliance with the Agreement and the subcontract terms and conditions; and

23.28.4.2 Ensure that the Subcontractor follows COUNTY's reporting formats and procedures as specified by COUNTY.

23.28.4.3 Include in the Subcontractor's subcontract substantially similar terms as are provided in Sections 4.5, 17, 18, 20 and 23.6 of this Agreement.

23.28.5 Upon expiration or termination of this Agreement for any reason, COUNTY will have the right to enter into direct agreements with any of the Subcontractors. CONTRACTOR agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with COUNTY.

23.29 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Agreement is served upon CONTRACTOR or COUNTY, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. CONTRACTOR and COUNTY further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by CONTRACTOR for COUNTY.

23.30 Survival

All Services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Sections 4.5 (Records Retention and Access Requirements), Section 4.6 (Accounting Requirements), Section 8 (Licenses), Section 9 (Ownership), Section 11.4 (Date/Time Compliance Warranty), Section 13 (Standard Support and Maintenance), Section 18 (Confidential Information) and Section 20 (Additional Indemnifications) shall survive the termination of this Agreement.

23.31 UCC Applicability

Except to the extent the sections of this Agreement are clearly inconsistent, the Uniform Commercial Code shall govern this Agreement. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity. In the event of any clear inconsistency or contradiction between this Agreement and the Uniform Commercial Code, the terms and conditions of this Agreement shall take precedence and shall prevail unless otherwise provided by law.

23.32 Waiver

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

23.33 Signature

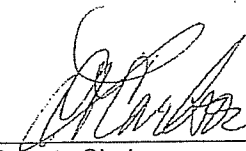
In the event that the County Board of Supervisors does not execute this Agreement on or before April 8, 2011, CONTRACTOR's signature on the Agreement shall be rendered null and void.

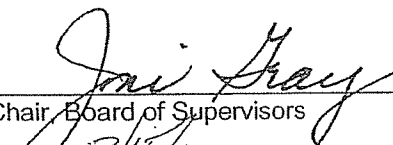
The parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on March 15, 2011.

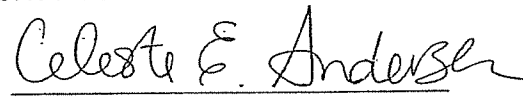
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

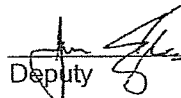
By: 
Deputy Clerk


Chair, Board of Supervisors
Date: 3/15/11

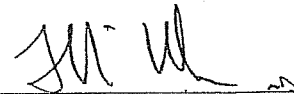
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

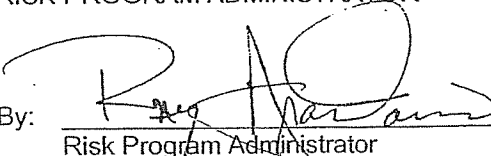
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

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

By: 
Director

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

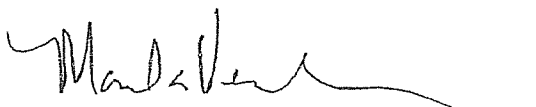
By: 
Risk Program Administrator

The parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on March 15, 2011.

Mark Vesosky
GM IP Customer Support
GE Healthcare

CONTRACTOR



GE Healthcare

3/15/11
Date

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EXHIBIT A
PURCHASE PRICE
GE HEALTHCARE QUOTATIONS

GE Healthcare

County of Santa Barbara, Public Health Department

February 16, 2011

<i>Investment Summary</i>

Software Schedule	\$558,750.00
Professional Services	\$317,320.00
Third Party Software Schedule	\$105,000.00
Third Party Additional/Professional Services	\$15,000.00
Discounts	(\$238,023.00)
Total One Time Investment	\$758,047.00
Annual Support and Maintenance	\$102,174.96
Discounts	(\$100.00)
Annual Support and Maintenance Total	\$102,074.96
3rd Party Annual Support and Maintenance	\$29,998.50
Discounts	(\$1,925.18)
3rd Party Annual Support and Maintenance Total	\$28,073.33



GE Healthcare

County of Santa Barbara, Public Health Department

February 16, 2011

Software Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Investment</u>	<u>Discount</u>	<u>Net Investment</u>
150	3387	Centricity Electronic Medical Record Software (Concurrent) Oracle platform	\$472,500.00	\$165,375.00	\$307,125.00
1	3054	Centricity EMR LinkLogic Software-Plus Pkg (Enterprise) Plus LinkLogic Package allows the following types of interfaces: lab import, NotesLink import and export, demographic import and export, ScheduLink import, ImageLink import, ProceduresLink import and export and observation link export.	\$30,000.00	\$0.00	\$30,000.00
150	2017187-001	Centricity EMR CCCQE Form Set (Concurrent)	\$56,250.00	\$19,687.50	\$36,562.50
1	2028243-005	Encounter Form Editor 2005 SW Install Kit (Designated Ind) Encounter Form Editor 2005 Software Install Kit (licensed on a per Designated Individual basis)	\$0.00	\$0.00	\$0.00
Total Software:			\$558,750.00	(\$185,062.50)	\$373,687.50

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

February 16, 2011

Professional Services Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Investment</u>	<u>Discount</u>	<u>Net Investment</u>
1	2026791-001	Centricity EMR/PM New Install Single Product-NonCore Purchase	\$1,600.00	\$0.00	\$1,600.00
4	2026791-004	Centricity EMR LabLink Interface Results only (non-hospital LIS)	\$21,000.00	\$0.00	\$21,000.00
6	2026791-047	Centricity EMR WebEx Training Class (per hour)	\$1,200.00	\$120.00	\$1,080.00
960	2046	Centricity EMR-Clinical Consulting (per hour)	\$192,000.00	\$19,200.00	\$172,800.00
16	2047	Centricity EMR Technical System Consulting (per hour)	\$3,200.00	\$320.00	\$2,880.00
240	2045	Centricity Electronic Medical Record Project Mgmt (per hour)	\$48,000.00	\$4,800.00	\$43,200.00
3	2035473-001	Centricity EMR Text File Editor Training	\$14,400.00	\$1,440.00	\$12,960.00
3	2026791-045	Centricity EMR 2 day Training-Bldng Forms and Templates	\$6,480.00	\$0.00	\$6,480.00
3	2026791-049	Centricity EMR Crystal Reports Training	\$8,640.00	\$0.00	\$8,640.00
2	2045879-001	Standard EMR DemographicsLink Import	\$6,400.00	\$640.00	\$5,760.00
1	2045879-002	Standard EMR ScheduLink Import	\$3,200.00	\$320.00	\$2,880.00
1	2045880-007	Standard EMR ProceduresLink Export	\$2,800.00	\$280.00	\$2,520.00
3	2045880-008	Standard EMR Orders Export	\$8,400.00	\$840.00	\$7,560.00
Total Professional Services			\$317,320.00	(\$27,960.00)	\$289,360.00

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. Travel expenses for the duration of Customer's project are estimated at \$48,000.



GE Healthcare

County of Santa Barbara, Public Health Department

February 16, 2011

Third Party Software, Maintenance and Support Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Investment</u>	<u>Discount</u>	<u>Net Investment</u>
1	2039871-005	KIT CEMR 9.x - EVALUATION KIT KIT CEMR 9.x - EVALUATION KIT	\$0.00	\$0.00	\$0.00
150	2034254-001	CEMR Document Management EMR (per Concurrent User) Centricity Electronic Medical Record Document Management Electronic Medical Record (licensed on a Concurrent User basis)	\$30,000.00	\$0.00	\$30,000.00
150	2034255-001	CEMR Document Management SSA (per Concurrent User) Centricity Electronic Medical Record Document Management Annual Support (licensed on a per Concurrent User basis)	\$6,000.00	\$0.00	\$6,000.00
1	2023743-006	Doc Mgmt Electronic Medical Record Media Kit Document Management Electronic Medical Record Media Kit	\$0.00	\$0.00	\$0.00
1	2023743-007	Document Management Documentation Kit Document Management Documentation Kit	\$0.00	\$0.00	\$0.00
150	2038445-001	CEMR RosettaStone Gateway (per Concurrent User) Centricity Electronic Medical Record RosettaStone Gateway (licensed on a Concurrent User basis)	\$25,000.50	\$25,000.50	\$0.00
150	2038446-001	CEMR RosettaStone Gateway SSA (per Concurrent User) Centricity Electronic Medical Record RosettaStone Gateway Annual Support (licensed on a Concurrent User basis)	\$5,500.50	\$1,925.18	\$3,575.32
150	2023745-006	RosettaStone Gateway Media Kit RosettaStone Gateway Media Kit	\$0.00	\$0.00	\$0.15
1	2023745-007	RosettaStone Gateway Documentation Kit RosettaStone Gateway Documentation Kit	\$0.00	\$0.00	\$0.00
1	2023751-006	CareCatalyst Media Kit CareCatalyst Media Kit	\$0.00	\$0.00	\$0.00
1	2023751-007	CareCatalyst Documentation Kit CareCatalyst Documentation Kit	\$0.00	\$0.00	\$0.00
150	2038104-001	CEMR Clinical Messenger (per Concurrent User) Centricity Electronic Medical Record Clinical Messenger (licensed on a Concurrent User basis)	\$49,999.50	\$0.00	\$49,999.50
150	2038105-001	CEMR Clinical Messenger SSA (per Concurrent User)	\$10,998.00	\$0.00	\$10,998.00



GE Healthcare

County of Santa Barbara, Public Health Department

February 16, 2011

Third Party Software, Maintenance and Support Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Investment</u>	<u>Discount</u>	<u>Net Investment</u>
		Centricity Electronic Medical Record Clinical Messenger Annual Support (licensed on a per Concurrent User basis)			
1	2023749-006	Clinical Messenger Media Kit Clinical Messenger Media Kit	\$0.00	\$0.00	\$0.00
1	2023749-007	Clinical Messenger Documentation Kit Clinical Messenger Documentation Kit	\$0.00	\$0.00	\$0.00
150	3265	Annual InfoScan Formulary DB (Concurrent User) Annual InfoScan Formulary DB (Concurrent User)	\$7,500.00	\$0.00	\$7,500.00
75	2037196-002	Centricity Complementary Product Implementation (per hour) Implementation services for Document Management, Clinical Messenger, CareCatalyst or ePrescribing	\$15,000.00	\$0.00	\$15,000.00
137	2037194-002	Centricity EMR ePrescribing Set-Up Kit [4] Centricity EMR ePrescribing Set-Up Kit	\$0.00	\$0.00	\$0.14
Total Third Party Software			\$105,000.00	(\$25,000.50)	\$79,999.79
Total Third Party Maintenance			\$29,998.50	(\$1,925.18)	\$28,073.32
Total Third Party Additional/Professional Services			\$15,000.00	\$0.00	\$15,000.00

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.
3. ePrescribing services shall commence and be invoiced upon Go-Live Date of the ePrescribing services. Go-Live Date means the date the services are first used in a production environment. ePrescribing services shall be billed on a monthly basis. Payment terms are net 30 days from the invoice date.

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Investment</u>	<u>Net Investment</u>
150	3051	Centricity Elec Medical Record Annual Support (Concurrent) Oracle platform	\$85,050.00	\$85,050.00
1	3069	Centricity EMRLinkLogic Annual Spt-Plus Pkg (Enterprise)	\$6,000.00	\$6,000.00
150	2017193-001	Centricity EMR CCCQE Form Set Annual Spt (Concurrent)	\$10,125.00	\$10,125.00
1	2547	Encounter Form Editor Annual support-Standard Encounter Form Editor Annual Support - Standard (per Designated Individual)	\$999.96	\$899.96
Total Support and Maintenance Services			\$102,174.96	\$102,074.96

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 (HFS) at a later date to fund this arrangement.

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

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

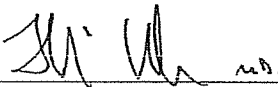
By: 
Director

EXHIBIT B

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%	\$79,999.79		
KIT CEMR 9.x - EVALUATION KIT	100%			
Centricity EMR LinkLogic Software-Plus Pkg (Enterprise)	80%	\$24,000.00		
Centricity Electronic Medical Record Software (Concurrent)	80%	\$245,700.00		
Centricity EMR CCCQE Form Set (Concurrent)	80%	\$29,250.00		
Encounter Form Editor 2005 SW Install Kit (Designated Ind)	100%			
Total DELIVERY		\$378,949.79	\$0.00	\$0.00
LIVE				
Centricity EMR LabLink Interface Results only (non-hospital LIS)	100%	\$21,000.00		
Standard EMR DemographicsLink Import	100%	\$5,760.00		
Standard EMR ProceduresLink Export	100%	\$2,520.00		
Centricity EMR/PM New Install Single Product-NonCore Purchase	100%	\$1,600.00		
Standard EMR ScheduLink Import	100%	\$2,880.00		
Standard EMR Orders Export	100%	\$7,560.00		
Total LIVE		\$41,320.00	\$0.00	\$0.00
SERVICE HOURS USED				
Third Party Additional/Professional Services	100%	\$15,000.00		
Centricity EMR Technical System Consulting (per hour)	Billed Monthly As Used	\$2,880.00		
Centricity Electronic Medical Record Project Mgmt (per hour)	Billed Monthly As Used	\$43,200.00		
Centricity EMR-Clinical Consulting (per hour)	Billed Monthly As Used	\$172,800.00		
Centricity EMR WebEx Training Class (per hour)	Billed Monthly As Used	\$1,080.00		
Total SERVICE HOURS USED		\$234,960.00	\$0.00	\$0.00
TRAINING COMPLETED				
Centricity EMR Crystal Reports Training	100%	\$8,640.00		
Centricity EMR Text File Editor Training	100%	\$12,960.00		
Centricity EMR 2 day Training-Bldng Forms and Templates	100%	\$6,480.00		
Total TRAINING COMPLETED		\$28,080.00	\$0.00	\$0.00
INSTALLATION				
3rd Party SW Maintenance	100%	See 3rd Party Schedule		
Centricity Elec Medical Record Annual Support (Concurrent)	100%	See Maint. Schedule		
Centricity EMRLinkLogic Annual Spt-Plus Pkg (Enterprise)	100%	See Maint. Schedule		
Centricity EMR CCCQE Form Set Annual Spt (Concurrent)	100%	See Maint. Schedule		
Encounter Form Editor Annual support-Standard	100%	See Maint. Schedule		
Total INSTALLATION		\$0.00	\$0.00	\$0.00
DECEMBER, 2012				
Centricity Electronic Medical Record Software (Concurrent)	20%	\$61,425.00		
Centricity EMR LinkLogic Software-Plus Pkg (Enterprise)	20%	\$6,000.00		
Centricity EMR CCCQE Form Set (Concurrent)	20%	\$7,312.50		
Total DECEMBER, 2012		\$74,737.50	\$0.00	\$0.00
Total One Time Investment		\$758,047.29	\$0.00	\$0.00

Holdback: COUNTY shall have the right to retain the Holdback through Final Implementation but no later than December 31, 2012.

EXHIBIT C
PROJECT STAFF

COUNTY Roles and Responsibilities:

Role	Name	Title
Clinic Project Manager	Gail Johnson	EHR Project Manager
Clinic EMR Manager	Jacklyn Nielsen	Regional Clinic Manager
Practice Administrator	Jacklyn Nielsen Gail Johnson	Regional Clinic Manager EHR Project Manager
Information Technology Representative / Hardware Integrator	Darrin Eisenbarth	SBCPHD IT Manager
Trainer / Training Coordinator	Cormac O'Brien Rose Davis	Dept. Business Specialist 1 Team/Project Lead, Contracts Unit Manager
LinkLogic Manager	Kim Loyst Terry Boyd-Gamson Janice Vail	IT Systems Analyst Medical Coding Specialist Senior Medical Coding Specialist
Interface Specialists	Kim Loyst Janine Neal Linda Littlejohn	IT Systems Analyst Sr. Technical Analyst Sr. IT Systems Analyst
Physician Champions	Peter Hasler, M.D. Raphael Victoria, M.D. David Lennon, M.D. Satish Batchu, M.D. Maya Antony, M.D.	PHD Medical Director Lead Physician, Franklin Clinic Supervising Physician, Santa Maria Supervising Physician, Santa Barbara Supervising Physician, Santa Barbara

CONTRACTOR Roles and Responsibilities:

Role	Name	Title

EHR Project Organization Chart:

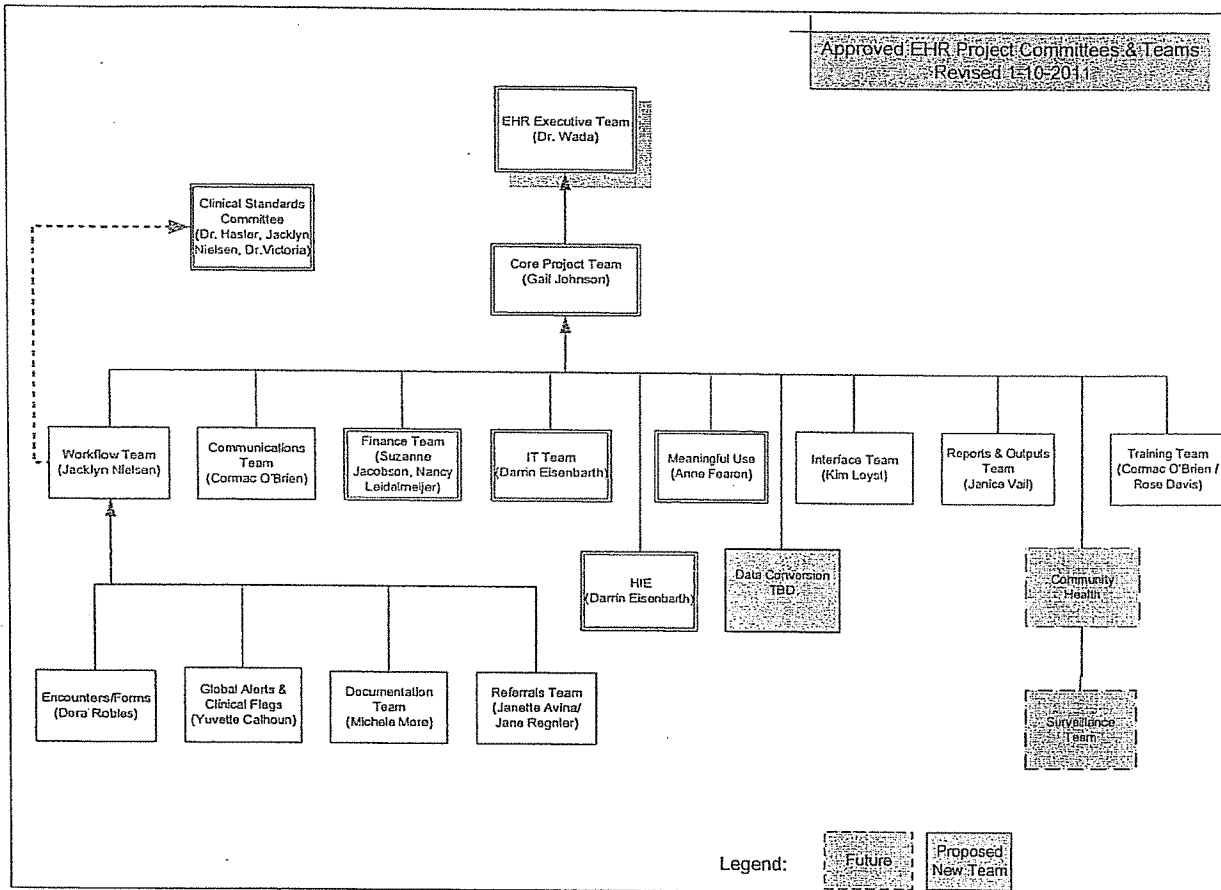


EXHIBIT D

EQUIPMENT AND SOFTWARE CONFIGURATION

The Santa Barbara County Public Health Department will purchase hardware and software from GEHC as noted by the column headings for columns 2 and 3 of Table 1. The SBCPHD will purchase Third Party Software noted in Table 1, column 4. GE warrants that the software listed in Table 1 will function reliably, consistently, efficiently, and meet performance benchmarks and criteria, as agreed upon by SBCPHD and GE, on the hardware listed in Table 2.

Table 1			
Software Name	GE Software or on GE Paper	Third Party Software Provided by GE	Third Party Software Provided by SBCPHD
Centricity Electronic Medical Record Software (Concurrent) Oracle platform	✓		
Centricity EMR LinkLogic Software-Plus Pkg (Enterprise) Plus LinkLogic Package allows the following types of interfaces: lab import, NotesLink import and export, demographic import and export, ScheduLink import, ImageLink import, ProceduresLink import and export and observation link export.	✓		
Centricity Clinical Gateway with the primary component Cloverleaf 5.5 Multi-Byte (MB) interface engine.	✓		
Cloverleaf integration services that are installed, activated, and managed through the Cloverleaf Integration Services. Tools to monitor the traffic through the interface are included.	✓		
Centricity EMR LabLink Interface Results only	✓		
CEMR Clinical Messenger (per Concurrent User) Centricity Electronic Medical Record Clinical Messenger (licensed on a Concurrent User basis)	✓		
CareCatalyst Media Kit	✓		

Table 1			
Software Name	GE Software or on GE Paper	Third Party Software Provided by GE	Third Party Software Provided by SBCPHD
Annual InfoScan Formulary DB (Concurrent User) Annual InfoScan Formulary DB (Concurrent User)DB	✓		
Centricity EMR ePrescribing through SureScripts	✓		
Standard EMR Orders Export	✓		
InfoScan Formulary DB	✓		
CEMR Document Management EMR (per Concurrent User) Centricity Electronic Medical Record Document Management Electronic Medical Record (licensed on a Concurrent User basis)	✓		
CEMR Document Management SSA (per Concurrent User) Centricity Electronic Medical Record Document	✓		
Encounter Form Editor 2005 SW I	✓		
Centricity EMR CCCQE Form Set (Concurrent)	✓		
CEMR RosettaStone Gateway (per Concurrent User) Centricity Electronic Medical Record RosettaStone Gateway (licensed on a Concurrent User basis)	✓		
Document Management (DocuTrak)	✓		
Citrix Presentation Server v4.5 Advanced		✓	
Acronis 4V1P T2 HA 4 servers		✓	
Acronis 1V1P T1 Backup Solution		✓	
Oracle Dataguard		✓	
VMWare HA		✓	
Crystal Reports version 10.0 or higher			✓

Table 1

Software Name	GE Software or on GE Paper	Third Party Software Provided by GE	Third Party Software Provided by SBCPHD
Windows 2008R2 Std Svr Open License Microsoft Windows Standard Server 2008R2 Operating System License, single Open License Program version, with rights to install and run Windows Standard Server 2003, NOTE: Please visit the Microsoft Licensing Service Center Website for media.			✓
Windows Server 2008 CAL Windows server CAL 2008 single Open License, per Client Access License.			✓
Microsoft SQL Server Standard 2008R2 single OLP NL 1 proc			✓
Windows 2008 RDS CAL Remote Desktop Services Client Access License, single CAL, Microsoft Open License program			✓

Table 2**Hardware****Packaged Tier 4 HA EMR 9.2 VMWare server**

Two HP Proliant DL370G6 4U Rackmount Server each with two quad-core Xeon processor, 72GB Memory, two 146GB, P2000G3 SAN with (63) 146G 15k drives, DVD, 3 year 7x24 hardware support, VMWare vSphere Enterprise with 3 year 7x24 VMWare support.

Certified and Qualified Packaged Tier 3 EMR 9.2 Utility server

HP Proliant DL370G6 4U Rackmount Server with one quad-core Xeon E5540 processor, 4GB Memory, two 300GB and six 1TB disks, DVD, 3 year 7x24 hardware support, Redundant Power, iLo, VMWare vCenter Standard with 3 year 24x7 support.

Certified and Qualified Packaged Backup tape

Includes an HP1/8 U920 SAS Autoloader, (10) 800GB tapes, (1) cleaning tape.

Certified and Qualified Packaged Terminal Server

HP Proliant Packaged DL370G6 4U Rackmount Server with two quad-core Xeon processors, 72GB ECC Memory, four 300GB disks, DVD, 3 year 7x24 hardware support, VMWare vSphere Enterprise with 3 year 24x7 VMWare support.

Table 2
Hardware
HP 42U Rack
With two R5500 UPS, TFT monitor, KVM console switch.

The SBCPHD Department has 2 systems and servers, itemized in Table 3, that they own and operate. They will be used to provide services in conjunction with GE Centricity. GE warrants that contracted services for the Centricity EMR implementation will work in conjunction with these two systems. In addition, GE Centricity will interoperate with Blackberry Smart Phones, tablets, laptops and personal computer desktops running current versions of commonly-used web browsers.

Table 3
SBCPHD Server/Services
Biscom
Report Server
Remote Devices including Blackberry – 2010 release, Tablets, Laptops, Personal Computer Desktops and current versions of MS Internet Explorer, Firefox, and Safari.

EXHIBIT E

FUNCTIONAL SPECIFICATIONS

1. GENERAL FUNCTIONALITY.

- 1.1. System supports a single sign-on for all modules with the exception of Centricity Document Management (DocuTrak).
- 1.2. User can be in one clinical encounter, access another patient encounter, and return to the original encounter without losing work performed. User can modify only one chart at a time.
- 1.3. Users have the ability to enter an encounter and exit without saving changes.
- 1.4. System has an in-box for managing medication refill requests, and new lab results. Secure messaging between users is presented with the provider's Desktop. Work that needs to be done by the provider appears on his/her Desktop until it is signed off/completed.
- 1.5. System provides medication and allergy lists that can be printed.
- 1.6. System can track supplies used during patient encounters and bill for them. Supplies will be documented within the encounter in Centricity EMR. The charges will be sent to SBCPHD's existing practice management system via HL7 interface.,
- 1.7. System supports the identification of an encounter, note, or patient to be marked as confidential. There is a methodology established to allow users to see the confidential data when necessary through the implementation of GE Centricity's security and access permissions functionality and displaying a warning in the appropriate online forms.
- 1.8. System supports clinical decision support based on national guidelines.
- 1.9. System supports security access permissions by role, group, and/or location.
- 1.10. System supports treatment intervention suggestions that are tied to issues selected (best practice intervention).
- 1.11. System supports faxing of documents electronically to within/outside of SBCPHD using Biscom.
- 1.12. Staff can create tasks and set up reminders for these tasks.
- 1.13. Staff can delete/cancel tasks.
- 1.14. Staff can forward tasks to their colleagues.
- 1.15. System supports completion of clinical documentation for scheduled patient visits. Centricity EMR facilitates the documentation of care; however, no parameters exist to mandate completion within a certain time frame.

2. CLINICAL DOCUMENTATION.

- 2.1. Examination templates can default to normal or unexamined so that the provider needs to document only the abnormal findings.
- 2.2. Encounter documentation can be populated by data entered elsewhere in the system.
- 2.3. Supports encounter documentation through:
 - 2.3.1. A transcription interface via Notes Link.

- 2.3.2. Typing/free-form-text entry.
- 2.3.3. Structured-text entry.
- 2.3.4. Specialty-specific templates.
- 2.3.5. Annotatable images.
- 2.3.6. Document imaging.
- 2.3.7. Digital image capture.
- 2.3.8. System supports storing medical images, including X-rays and ultrasounds, as attachments to documentation.
- 2.4. System supports templates designed to facilitate the documentation of the entire patient encounter, including subjective, objective, assessment, and plan (SOAP), that have been pre-built for pediatric and adult primary care, all women's obstetric and gynecologic care and for medical specialty care, e.g. HIV, and general, orthopedic and hand surgical care.
 - 2.4.1. System applies security controls to progress notes to ensure that data cannot be entered or deleted by an unauthorized user.
- 2.5. System contains documentation tools available for nurse-only visits such as pregnancy tests, injections, and wound care.
- 2.6. System allows providers to access and complete several different templates to document multiple problems encountered during a single visit.
- 2.7. System allows SBCPHD to develop customized medication and problem lists.
- 2.8. System allows SBCPHD to develop clinic-specific questionnaires, checklists, and flow sheets.
- 2.9. System allows users to customize existing documentation tools and create new tools.
- 2.10. System suggests a provider's most commonly used templates as well as those that relate to identified chief complaints and/or diagnoses.
- 2.11. Encounter documentation entered in free-form-text can be mined for data-reporting purposes.
- 2.12. System has checkpoints to alert the provider with preventive care suggestions.
- 2.13. System supports the capture of a coded problem list that maps directly to ICD-9 or SNOMED terminology. Centricity EMR provides a standardized, structured, and coded vocabulary for information entered into the EMR. Diagnoses are ICD-9 coded, but an intelligent reference engine allows physicians to use more familiar or precise clinical terminology and have it map to the right code. Orders, procedures, and services are CPT-4 coded. All other clinical observations (physical findings, lab results, histories, health status, and assessment, etc.) are structured and coded using a proprietary, controlled, extensible clinical dictionary. The origin of this dictionary is in LOINC, SNOMED, and other code-sets, but it has been extended and customized to provide the correct level of abstraction for a clinical EMR. Control over this vocabulary enables it to be extended to meet site-specific needs, while ensuring data from multiple organizations can be pooled for research and reporting purposes. Because of this, provider organizations have been able to pool patient records for clinical research and comparative analysis as part of GE's Medical Quality Improvement Consortium.
- 2.14. System supports the inclusion of current problem, medication, allergy lists, and other structured data in letters or communications.
- 2.15. System can capture and display external documents such as forms from lawyers.

- 2.16. System supports multiple growth charts based on ethnicity or conditions (Down syndrome, premature, etc.).
- 2.17. System supports the calculation, display, and printing of patient reminders for health maintenance activities.
- 2.18. Staff can document telephone encounters electronically.
- 2.19. Staff can delete tasks.
- 2.20. Staff can document abnormal values
- 2.21. Staff can route prescriptions electronically to internal or external pharmacies via Surescripts interface.
- 2.22. System can record and track vital signs, including blood pressure, height, and weight.
- 2.23. System captures and stores risks.
- 2.24. System collects and stores family history.
- 2.25. System documents all existing allergies.
- 2.26. System has the ability to retrieve encounters by a variety of user-defined parameters.
- 2.27. System provides standard work flows for each of the clinical areas. The work flows are also matched to those of SBCPHD's providers and other clinical staff and are further defined and designed in the scoping process, which is part of every Centricity EMR implementation.
- 2.28. System provides the ability to update the progress note with additional data, labs, prescription information, etc.
- 2.29. System reminds staff of any unsigned progress notes.
- 2.30. System supports electronic interfaces with a variety of ambulatory dictation systems including Brentwood, Cardiocontrol, Guidant, and Medtronic dictations systems through the HL7 interface.
- 2.31. System supports electronic interfaces to other dictation systems, through the HL7 interface.
- 2.32. System supports a single patient record across multiple groups/departments.
- 2.33. System supports an easy-to-use and intuitive template editor to customize templates.
- 2.34. System supports building of custom templates to support SBCPHD needs.
- 2.35. System supports auto-fill of forms, flow sheets, etc from documentation templates by mapping of data elements/fields.
- 2.36. System supports documenting of information for nutrition education for diabetic patients.
- 2.37. System supports patient summary screens that summarize patient's clinical condition, including medications, allergies, procedures, hospitalizations, chief complaints, prior visits, family history, and social history.
- 2.38. System supports voice recognition.
- 2.39. GE provides best practice guidelines.
- 2.40. System has the ability to suggest evaluation and management (E&M) codes to the clinical staff based on clinical documentation.
- 2.41. System allows the staff to add multiple modifiers.

- 2.42. The system will collect the data required (or templates) for the following California programs: FamPACT, CHDP, and Cancer Detection programs. Data can be exported via the HL7 interfaces and the reports inquiry function can be done using the standard tools within Centricity EMR.

3. RESULTS REVIEW.

- 3.1. System accepts two-way HL7-compliant-capable entities, specifically laboratory, radiology, and pharmacy information systems.
- 3.2. Staff can view multiple lab results for the same patient.
- 3.3. Staff can search and find specific components in the result report.
- 3.4. A follow-up letter that is specific to the test result being reviewed can be created for a patient.
- 3.5. System can route results based on the value of the result (e.g., abnormal results routinely routed to the provider, while normal values are routed to a work queue or pool).
- 3.6. System allows only authorized users to copy selected results into a note.
- 3.7. Results from 3.7 can indicate that the provider did not order the test and is being sent the result as a courtesy only.
- 3.8. System clearly displays, using visual cues, results of different levels of abnormality (e.g., normal, abnormal, critical).
- 3.9. Provider is notified of any standard or recommended follow-up actions upon reviewing a result, such as medication adjustments, repeat testing, and referrals.
- 3.10. User can delegate follow-up of a selected result or a group of results (e.g., if the ordering provider is out of the office) to another staff member.
- 3.11. System can graph multiple discrete test results and print this graph for the patient.
- 3.12. Document imaging solution can recall scanned documents directly from within a patient's chart in the EHR without providing a separate login/user ID.
- 3.13. Document imaging solution, Docutrak, can scan documents of multiple types in one batch and automatically index the scanned documents to the appropriate patient, encounter, and report type.
- 3.14. Document imaging solution, Docutrak, can scan documents into multiple chart locations.
- 3.15. Document imaging solution, Docutrak, allows indexing (by patient, MRN, encounter, report type, etc.).

4. ORDER ENTRY.

- 4.1. During the order entry process, system has the capability to require the user to acknowledge an error message prior to being allowed to continue with the order.
- 4.2. Physicians and clinical staff can set priority on the lab order, and the system has the ability to alert the lab if a test needs to be done immediately.
- 4.3. An interaction alert override history is available for providers to review. If the alert is captured, yes, rejection/override of the alert is stored. In ePrescribing, provider response to interaction alerts is captured. In other parts of the application, alerts are not tracked by default, although there is some opportunity for a site to customize tracking of alerts, reminders, and links to knowledge sources, if needed.

- 4.4. System accommodates placement of current and future orders.
- 4.5. System allows the user to accept, override, or cancel an order.
- 4.6. System can display order summaries on demand to allow the clinician to review/correct all orders prior to transmitting/printing orders for processing by the receiving entity.
- 4.7. System can enforce users to enter a justification for overriding, changing, or canceling an order prior to being allowed to continue. The system does not prevent a user from continuing in the system for justification entry for overriding, changing, or canceling an order.
- 4.8. System displays duplicate orders by issuing visual/auditory warnings and allows the user to override a warning after entering a justification for the override. With exception to auditory warnings.
- 4.9. System has the capability to enable selected orders to be recurring orders.
- 4.10. System has the capability to display the most commonly selected orders to assist in order placements.
- 4.11. System has the capability to print selected orders if necessary.
- 4.12. System provides the ability to define order sets for each provider/service department, contains all information specific to one order in one display screen, and includes a pull-down list of tests and services from which to place one or more orders.
- 4.13. System provides the capability to require that all orders be electronically signed at the completion of the ordering session. The complete disposition indicates that the order is considered fully complete when signed. Only "Services" can have this disposition.
- 4.14. System supports assignment and display of an order number for active, held, and pending orders.
- 4.15. System provides alerts or visual cues for orders needing review.
- 4.16. Users can be notified if a patient fails to have the test performed at the defined interval.
- 4.17. Orders can be routed through the Biscom fax server environment to submit pharmacy, physical therapy, and nursing home orders.
- 4.18. Biscom Fax Server can also capture and route order requests received via fax from outside organizations without the need to print out the documents.
- 4.19. System can create forms (e.g., ultrasound orders) that can be printed in formats required by the hospital or other external entities.
- 4.20. Practice can control the level of interaction alerts that display for different types of users.
- 4.21. System prioritizes how alerts are shown (e.g., order of severity or order of efficacy of intervention).
- 4.22. Priority of how alerts are shown is customizable.
- 4.23. System can use formulary and benefit information to enable alternate recommendations and advanced beneficiary notices.
- 4.24. System can create and maintain physician- and specialty-specific lists of frequently used medications, including dose, frequency, and quantity.
- 4.25. System can create and maintain physician- and specialty-specific lists of frequently used lab, referral, and pathology preference lists.

- 4.26. Physicians can develop order sets, including lab, pharmacy, in-office procedures, and other types of orders, in one line item.
- 4.27. User can order a protocol, or series of tests or procedures, such as Hepatitis B immunizations.
- 4.28. Clinical staff can order and enter results for back-office tests such as strep cultures, pregnancy tests, and urinalyses.
- 4.29. System can alert staff for need for a translator to address the population SBCPHD serves.

5. **CHARGE CAPTURE.**

- 5.1. Once a test or procedure has been ordered, the system can suggest a set of appropriate diagnosis codes to associate with that order. When ordering, the clinical function of Centricity EMR provides a list of potential diagnoses in which to associate based upon the patient's problem list. However, no clinical decision support is inherent to provide appropriate diagnoses.
- 5.2. System provides tools to help a physician to identify the appropriate level of service and E&M codes for a particular visit based on clinical documentation.
- 5.3. System supports ICD-9 and CPT-4 codes.

6. **BEHAVIORAL HEALTH – CARE TREATMENT PLAN.**

- 6.1. System can import/create, review, and amend information about the provider's explanation and the client's understanding of the recommended and/or alternative care plan.
- 6.2. System imports information from prior treatment plan to minimize data entry and it will maintain both original and new information as separate treatment plans.
- 6.3. System allows for capturing all five axes of DSM-IV-TR, using problem list for adults and children for Axis IV and Global Assessment Functioning (GAF)/Children's Global Assessment Scale (CGAS) scores for Axis V. GE Centricity has behavioral health forms that provide this functionality.
- 6.4. System supports treatment intervention suggestions which are tied to issues selected (best practice intervention).
- 6.5. If a paper-based treatment plan document needs to be signed, system provides the options to scan this copy.

7. **REFERRALS.**

- 7.1. Referrals are handled through Clinical Messenger.
- 7.2. A physician can be notified when a referral that he/she is ordering needs pre-authorization from utilization review.
- 7.3. System can be set to print referral appointment notification and reminder letters for patients whose appointments are several weeks or months in the future.
- 7.4. When ordering a referral, a physician can select a referral destination (e.g., individual physician or medical group).
- 7.5. The referring physician and/or referral coordinator can select all or different pieces of information from the medical record and send that information to the consulting provider along with the referral.

- 7.6. Information from 7.5 can be stored in the medical record so that it can easily be resent or referenced if needed.
- 7.7. Referral coordinator can maintain work queues of referrals awaiting utilization review, approval, and scheduling.
- 7.8. Referral data can be stored and reviewed, including to whom the referral was made, the date of the referral, and whether the referral visit occurred.
- 7.9. System can notify a referring provider when and if the patient fulfilled the referrals.
- 7.10. Insurance updates will continue to take place within SBCPHD's existing practice management system and the updated coverage will be communicated to Centricity EMR via the HL7 interface. If insurance is updated within a patient account, the system prompts or warns user about referral changes.

8. PRESCRIPTION ORDERS AND REFILL.

- 8.1. ePrescribing is supported by GE Centricity through Surescripts.
- 8.2. Staff can create an alert to the provider to adjust medication dosing if a patient quits smoking.
- 8.3. Staff can create an alert to the provider to adjust medication dosing if a patient's renal function is impaired.
- 8.4. Staff can create an alert to the provider to adjust medication dosing if a patient's hepatic function is impaired.
- 8.5. The patient's medical record can be flagged to indicate the patient's participation in a drug contract.
- 8.6. Physicians and/or their clinical support staff can be notified if a patient needs to have a medication refill soon so that SBCPHD can be proactive in renewing prescriptions.
- 8.7. SBCPHD can build in established protocols for situations in which nurses are authorized to refill medications independently.
- 8.8. SBCPHD can design custom reports that include all of the information nurses need to evaluate when responding to a refill request.
- 8.9. System provides decision support capability to assist staff in recommending prescriptions and formulary alternatives (e.g., generic drugs).
- 8.10. System notifies if prescription is refilled too early.
- 8.11. System documents reason for discontinuing a medication (allergic reaction, ineffectiveness, etc.).
- 8.12. If allergies are documented as a reason for discontinuation of a medication, the patient's allergy list is automatically updated.
- 8.13. System alerts physicians of duplicates by therapeutic class and interaction, checking against documented allergies.
- 8.14. System provides extensive drug interaction information: drug/drug, drug/allergy, drug/disease, drug/symptoms.
- 8.15. System documents dosage changes and maintains a history of dosage changes and dates.
- 8.16. System supports patient medication list that can be sorted.

- 8.17. System supports electronic prescription and refills with alerts and formulary compliance with patient's specific health plan.
- 8.18. System supports multiple drug formularies and prescribing guidelines.

9. POPULATION MANAGEMENT AND PATIENT EDUCATION.

- 9.1. System enables practice to participate in collaboratives for chronic disease management and prevention.
- 9.2. Physicians can create or modify care plans and protocols.
- 9.3. Tools related to care plans and protocols are updated regularly by the vendor according to evolving care standards. GE Healthcare provides the updates, but SBCPHD will download and install them.
- 9.4. System can suggest interventions at the point of care such as eye exams for diabetics.
- 9.5. System can prioritize the interventions referenced in 9.4 in terms of greatest potential benefit.
- 9.6. User can print a patient summary sheet in multiple languages, such as Spanish and Hmong, at the conclusion of each visit.
- 9.7. System provides reference tools for patient education.
- 9.8. System allows reference tools to be modified to meet organizational needs.
- 9.9. System allows clinical users to use reference tools to import educational materials or instructions and modify them for a specific patient.
- 9.10. Reference tools are available in multiple languages (English and Spanish), at lower literacy levels, and in enlarged fonts.
- 9.11. System provides tools for identifying populations of patients who have similar care needs.
- 9.12. System can use diagnoses, medications, lab results, and problem list entries in any combination to identify a population (e.g., two random glucose tests greater than 200 or two fasting glucose tests greater than 126 or any combination within 12 months).
- 9.13. Once the population has been identified, staff can access or create a work queue of the patients in the population that are delinquent for a test (or meet some other criterion for intervention).
- 9.14. System allows staff to navigate from the work queue or list to a particular patient's demographics, to the letter module, or to a patient's chart for documentation.
- 9.15. System helps users intervene only once for patients in multiple populations, providing all recommendations appropriate for those patients.

10. MANAGEMENT REPORTING.

- 10.1. System provides dynamic reports through the use of Crystal Reports, a 3rd Party tool, that allow the user to view summary information and drill down into detailed information from the report (provider, claim, patient, etc.).
- 10.2. System generates reports, through the use of Crystal Reports, A custom reports can be created by either the appropriate client IT resource or a GE Healthcare resource at additional charge.
- 10.3. User security can be configured to provide access to all data elements, including user-defined fields/screens for use in ad hoc reporting.

- 10.4. System includes a library of standard reports.
- 10.5. Crystal Reports is an ODBC compliant reporting package that is required for report development and can be purchased separately.
- 10.6. System provides dashboard reporting that can be set up for specific classes of users such as management of all diabetics for a physician. Dashboard reporting can be customized by an SBCPHD IT resource or a GE Healthcare resource.
- 10.7. System provides reporting at the facility, clinic, and provider levels.
- 10.8. System utilizes a report server so that reporting does not impact the production environment.

11. FUNCTIONAL REQUIREMENTS IN RELEASES AND SERVICE PACKS.

- 11.1. General Electric's Centricity EMR 9.5 release is 2011/2012 compliant and has been certified by an ONC-ATCB in accordance with the applicable certification criteria adopted by the Secretary of Health and Human Services.
- 11.2. GE Centricity EHR provides template and report development tools for Utilization Review encounter forms. However, UR encounter forms are not part of the base product and can be implemented by either GE or SBCPHD staff during the implementation.

12. INTERFACES.

- 12.1. Overview: Centricity adheres to a set of published HL7 specifications. GE has pioneered many obstetric and cardiovascular ultrasound technologies as well as ultrasound, MRI and mammography technologies used in breast imaging today; including the first commercially approved Full Field Digital Mammography system. Integration is inherent within the Centricity suite of products, which has been made especially interoperable with other GE Healthcare products, such as Centricity RIS/PACs and Centricity Perinatal, in addition to other vendor's products for systems outside of GE Healthcare. Centricity EMR can accept data from any medical device that outputs data in a standard format, such as HL7. Examples of devices include bone densitometry, EKG, spirometry, cardiac echo, and stress tests. Another example is the Intellidose Oncology Dosing System. Centricity RIS/PACS and Perinatal are outside of the Statement of work for this contract.
- 12.2. McKesson ADT Demographic data to GE Centricity via LinkLogic.
- 12.3. McvKesson Patient Appointments to GE Centricity via LinkLogic.
- 12.4. McKesson Homeless Flag and Financial Class to GE Centricity as OBS terms via LinkLogic.
- 12.5. GE Centricity charges and billing data to McKesson via LinkLogic.
- 12.6. Aspyra Lab Orders/Results via LinkLogic.
- 12.7. BtB Lab Orders/Results via LinkLogic
- 12.8. Ultrasound images and scanned documents via Docutrak.

13. TERMINOLOGY AND CODING STANDARDS

- 13.1. Logical Observation Identifier Names and Codes (LOINC), ICD, and CPT.
- 13.2. ICD9 is fully supported.
- 13.3. CPT Codes are fully supported.

- 13.4. Diagnostic and Statistical Manual of Mental Disorders (DSM-IV-TR). DSM-IV-TR codes are fully supported.
- 13.5. National Drug File - Reference Terminology (NDF-FT) codes are not supported.
- 13.6. Food and Drug Administration's terminology set for drug ingredient name, dosage form, and package form are supported. In Centricity, when a medication from either a custom list or a larger reference occurs, the Centricity EMR application automatically codes it using both NDC and GPI codes.

14. VENDOR SERVICES.

14.1. Implementation

- 14.1.1. Project Management: GEHC will assign a Project Manager with experience implementing GE Centricity EMR (as per Exhibit C).
- 14.1.2. GE will identify and assign GEHC Installation Consultant, EMR Consultant, Application Specialist, etc. that has been trained or has actual experience in implementing GE Centricity EMR (as per Exhibit C).
- 14.1.3. Workflow redesign and process mapping is included; however, major redesign and process mapping may require additional consultation.
- 14.1.4. GE will assist with system configuration by module (EHR modules, MD Portal, Interfaces).
- 14.1.5. Document imaging via Docutrak.
- 14.1.6. Interfaces design and implementation described in General Product Information above.
- 14.1.7. GEHC will provide data conversion consulting and best practices.
- 14.1.8. Electronic data conversions requires usage of HL7.

14.2. Training

- 14.2.1. EMR Overview Training
- 14.2.2. EMR CBT/WebEx training for Super Users
- 14.2.3. EMR Functionality Training for Super Users
- 14.2.4. EMR Text File Editor Training (CCC Encounter Form Editor)
- 14.2.5. Centricity EMR training to build forms and templates
- 14.2.6. Workflow training for Workflow Team
- 14.2.7. EMR Setup Training
- 14.2.8. Document (Docutrak) Management Training
- 14.2.9. ePrescribing Training
- 14.2.10. LinkLogic Training
- 14.2.11. Crystal Report Training for Reporting and Outputs Team
- 14.2.12. SBCPHD will utilize a Train-the-Trainer approach for EMR end-user training. End-user training is the joint responsibility of GE and SBC PHD for the first three

production deployments and the responsibility of the client (Santa Barbara County Public Health Department) for the remaining deployments.

- 14.2.13. Use of the test environment for training is fully supported.
 - 14.3. Interface development, test plans, testing, validation, and production deployment
 - 14.3.1. ADT/Registration/Scheduling from McKesson Horizon Practice Plus (PM)
 - 14.3.2. Charges/Billing from GE Centricity to McKesson Horizon Practice Plus
 - 14.3.3. Order entry from GE Centricity to Aspyra CyberLab (Clinical Lab)
 - 14.3.4. Aspyra CyberLab (Clinical Lab) results to GE Centricity
 - 14.3.5. Order entry from GE Centricity to the BtB Public Health Lab software
 - 14.3.6. BtB results to GE Centricity
 - 14.3.7. Operative reports and discharge summaries from outside facilities
 - 14.3.8. Order entry from GE Centricity to Radiology Services will be done manually or via FAX
 - 14.3.9. Order entry (ePrescribing) to internal pharmacy via SureScripts
 - 14.3.10. Prescription information from SureScripts to GE Centricity
 - 14.3.11. Order entry (ePrescribing) to external pharmacies via SureScripts or FAX
 - 14.3.12. Medication Reconciliation
 - 14.3.13. E-Claims
 - 14.3.14. E-Remittance
 - 14.4. User Acceptance Testing and Workflow Simulation
 - 14.5. Data Conversion assistance
 - 14.5.1. Preload and data conversion requirements analysis and planning
 - 14.5.2. Pre-Load data entry standards
 - 14.5.3. Data conversion and pre-load tests
 - 14.5.4. Validation and correction
 - 14.6. Report writing
 - 14.7. Test plans, test approaches, validation, and production deployment
- 15. GO-LIVE ASSISTANCE.**
- 15.1. Database Configuration
 - 15.1.1. System includes a distinct test/training environment that is SBCPHD site specific and is managed by the SBCPHD IT staff or database administrators.
 - 15.1.2. GE Centricity EMR training database is available to help SBCPHD acquire proficiency with Centricity EMR. It contains patient charts, typical users in several locations of care, scheduling, and billing information without affecting the production clinic's patient records.
 - 15.1.3. System will be configured with separate test and production environments.

- 15.1.4. GE will assist in system optimization.
- 15.2. GE's implementation services are budgeted to include the support of one implementation consultant. GE will provide onsite support for "Go Live" implementation in Clinic #1 and a period of support in the first 3 clinic implementations. SBCPHD will be responsible for the remaining implementations.

16. DOCUMENTATION.

- 16.1. New releases of GE Centricity: Training and documentation involved with new releases are not an additional cost as long as Maintenance and Support agreements with GE are current.
- 16.2. Manuals and CDs are provided with step-by-step instructions and checklists, as well as the release notes detailing the upgrade/revision. All documentation is available on the secure portion of GE's support website.
- 16.3. System documentation is free of charge.
- 16.4. System documentation is complete and consistent with each release
- 16.5. Relevant documentation or online help is available from all system screens.
- 16.6. SBCPHD can make unlimited copies of documentation without charge.

17. ONGOING SUPPORT.

- 17.1. System can import/create, review, and amend information about the provider's explanation and the client's understanding of the recommended and/or alternative care plan.
- 17.2. Guidelines or protocols may contain goals or targets for the patient, specific guidance to the providers, suggested orders, and nursing interventions, among other items.
- 17.3. SBCPHD will be assigned a GE account manager or team that is knowledgeable regarding its environment.
- 17.4. SBCPHD will have access to an online knowledge base for GE Centricity.
- 17.5. SBCPHD, through it's maintenance and support agreement with GE, will have the ability to file online trouble tickets and assign a priority to the ticket. GE will provide responsive support to SBCPHD trouble tickets based on priority and conditions included in the maintenance and support agreement.

EXHIBIT F
STATEMENT OF WORK

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1. PURPOSE.

This document provides details on the standard implementation methodology that has been most successful for GE Centricity Electronic Medical Records implementations and highlights specific and/or unique characteristics of the Santa Barbara Public Health Department (SBCPHD) implementation. The SBCPHD Project Manager will address the entire scope of the EHR implementation and the unique needs further at Project Kickoff. The purpose of the Statement of Work is to:

- Document the roles and responsibilities of GE and Santa Barbara County – Public Health Department’s (SBCPHD)’s project teams.
- Document the high-level approach and milestones for the Centricity EMR implementation.
- Document unique milestones and responsibilities for the Santa Barbara County Public Health Department’s (SBCPHD) strategic implementation approach.

2. SOFTWARE AND THIRD PARTY PARTNER PRODUCT DESCRIPTIONS.

Centricity EMR – Centricity EMR is an electronic medical record system that enables ambulatory care physicians and clinical staff to document patient encounters, streamline clinical workflows, and securely exchange clinical data with other providers, patients and information systems. It is configurable and can integrate with other capable systems using standard HL7 Interface standards. Centricity EMR will be enabled to support advanced ePrescribing capabilities.

Third Party Partner software provided includes the following products:

- Centricity EMR ePrescribing – The Centricity ePrescribing product is a Surescripts Certified solution enabled by Kryptiq script Messenger.
- Centricity EMR Document Management (DocuTrak) – Allows easy scanning of paper documents while correctly indexing them into the patient’s chart.
- Centricity EMR Clinical Messenger – Allows clinics to correspond directly with either their patients or referral practitioners from the Centricity Practice Solution provider’s desktop in a secure fashion. Concurrently, the practice can receive correspondence from outside the application and store that correspondence as patient chart attachments.
- Centricity EMR Rosetta Stone Gateway – Prerequisite for using Clinical Messenger.

3. IMPLEMENTATION APPROACH.

3.1. Summary

The design and deployment of Centricity EMR will occur during a several month timeline for the SBCPHD. The GE implementation services described in this Statement of Work include ongoing facilitation and support to ensure that the agreed upon rollout plan meets the strategic goals of SBCPHD.

Based on preliminary conversations to date, SBCPHD plans to implement a single database Centricity EMR solution, using a single chart model. This model will enable providers and other medical personnel (as determined and managed through EMR Application security settings, user permissions) to view, access, and update a patient’s consolidated medical information in one chart, allowing for up-to-date information sharing, collaboration, and ultimately leading to improved patient care.

3.2. Rollout Strategy

SBCPHD will deploy Centricity EMR to all ten (10) locations using a phased approach. The scope of GE’s EMR implementation engagement with SBCPHD includes a GE-led Enterprise Planning workshop, assistance in the design and implementation of the specified clinical content (e.g., automated workflows, encounter forms, referrals, alerts, and patient documentation), assistance in development of data pre-load processes, assistance in the design, configuration, and integration to Third Party products used by SBCPHD in conjunction with the Third Party vendors, Super User and End User training, comprehensive end-to-end and system integration testing and implementation assistance for the rollout of Centricity EMR at the first three (3) Health Care Centers (HCCs).

3.3. Enterprise Planning

Part of ensuring success for the GE Centricity EMR implementation for the SBCPHD enterprise will require effective planning from beginning to end. During the Project Kickoff, the GE Project Manager and the SBCPHD decision-making Project Team will conduct high-level discussions about the goals, objectives and the timeline of the Centricity EMR implementation project.

The GE EMR Consultant will lead Enterprise Planning sessions during subsequent meetings after the Project Kickoff meeting with appropriate SBCPHD EMR Project Team members. The goal of the Enterprise Planning sessions is to determine very specific EMR Key Decisions related to setup, clinical content, workflows, and training plans for the department. This meeting generally takes place over several days and is conducted at the SBCPHD site.

Specific Deliverables that will be completed after completion of the Project Kickoff include:

- Develop the Implementation Plan
- Refine and further define project milestones

- GE-led planning workshops to conduct scoping sessions and a discussion about workflows to ensure the SBCPHD EHR Project Team is prepared to document all current workflows and required clinical content that will be scheduled during the kickoff meeting.
- Establish performance measures and system benchmarks.

3.4. Clinical Content (Workflows, Encounter Forms, Alerts, Referrals, and Documentation)

- Key components include assistance with:
- Key Decisions walk-through;
- Workflow Re-Engineering;
- Functional Training;
- EMR Setup Training;
- Clinical Content Consulting;
- Customized Workflow Training for staff;
- Comprehensive end-to-end and integration testing including the development of test cases, testing check lists and comprehensive end-to-end and system integration testing in the test environment.

It also includes Go-Live preparation and Support. Some specific deliverables include:

- GE Centricity configuration and setup based on Key Decisions Workshop led by GE
- Clinical content selection and setup
- Workflow design, testing, and implementation

4. TRAINING.

SBCPHD plans to follow a "Train-the-Trainer" implementation model. For the initial three (3) locations the GE Project Team, as well as SBCPHD EMR "Super Users" and EHR Core Project Team, will share Go-Live support responsibilities, with GE leading the rollout at the first site. Super Users will be identified by the SBCPHD Core Team and will participate in all GE recommended online and classroom training so they are ready to assist with the design and implementation of the GE Centricity EHR product. SBCPHD "Super-Users" receive in depth training prior to the first site Go Live date and receive additional training during the first site Go Live process, at the Lompoc Healthcare Clinic. SBCPHD Super Users will take on increased responsibility (approx. 50%) for the Go Live process at the second Go Live site. For the third site Go Live process, the GE team will support the SBCPHD super users who will assume the primary role of trainers. The SBCPHD super users will take complete responsibility for the rollout of the EMR in all remaining locations independently (i.e. without onsite assistance from GE) per the Implementation Plan. GE assistance with the remaining locations is available; however, it is not considered part of the existing scope of work. If assistance with additional locations is needed, GE shall provide assistance and additional service hours shall be quoted.

4.1. GE-provided Training

GE will provide training to PHD Core Team, Super User Group and Workflow Team including:

- Functionality training, conducted during the GE-led sessions, to make key clinical and setup decisions
- Computer Based Training (CBT) (Access to all CBTs is included. CBTs are not recommended for End User training)

- WebEx discussions that occur after CBT training to clarify points and answer questions
- EMR Setup Training
- EMR Workflow Training
- Clinical Content (CCC) Core Forms Training: Classroom training at GE is recommended post-implementation or after the Super Users have exposure to GE Centricity and observed GE consultants modify the online forms. It is expected that GE will transfer knowledge to the SBCPHD Super Users and/or Work Flow Team as they modify the CCC forms.
- Encounter Form Training: Classroom training at GE is recommended post-implementation or after the Super Users have some exposure to GE Centricity and observed GE consultants modify the forms. It is expected that GE will transfer knowledge to the SBCPHD Super Users and/or Work Flow Team as they modify the CCC forms.

4.1.1. Technical Training

- LinkLogic integration training is WebEx based and will occur during systems integration.
- Crystal Reports Training is provided at a GE training facility.
- DocuTrak Training includes how to configure and implement the product.

4.1.2. End User Training

- GE will collaborate with Customer in the preparation of training documentation based on development of the Workflows for the system, which can be further modified by SBCPHD staff for end user training. GE will conduct End User training for the first PHD HCC to Go Live, the Lompoc Healthcare Center (HCC #1). GE and PHD will share 50% of the responsibility for End User training at the second PHD HCC site, the PHD team will conduct the third with GE back up support and the PHD will conduct all additional End User trainings.

4.2. SBCPHD Training Responsibilities

4.2.1. Technical Training

The SBCPHD technical team is responsible to acquire and develop their own proficiencies in the VMware, Citrix, and Acronis software systems.

4.2.2. Basic Computer Training

SBCPHD is responsible to assess basic computer skills and Windows skills of their end users and provide required training. GE will provide greater detail in the basic skills that are required for using GE Centricity.

4.2.3. Super User Training

- Schedule training sessions in a properly equipped training facility
- Attend all recommended GE training
- Do all homework assignments
- Modify training materials to fit the SBC Public Health Department setting.

The following information highlights the GE services that are provided as part of the SBCPHD Technical Infrastructure Build:

- Remote installation of Centricity EMR software on one database server.
- Installation of one (1) client-server software installation with knowledge transfer on the installation of the client server software to SBCPHD.
- Installation/Training on service pack, knowledge base, and other patch application processes, as released by GE and as needed by SBCPHD during the implementation.
- Assistance in trouble-shooting network access to the Centricity EMR.
- Load balancing and system performance testing based on benchmarks established during the Enterprise Planning workshops.

7. INTEGRATION/INTERFACES.

The GE Project Manager and GE Integration Engineer will lead the effort in identifying and implementing data imports and exports within Centricity EMR. The following interfaces are included in the scope of this engagement:

Centricity EMR Interface Description	HL7 Message Type	Import/Export Type	From	To
Patient Demographics	ADT	Import	McKesson	Centricity EMR
Patient Appointments	SIU	Import	McKesson	Centricity EMR
Patient Demographics (Patient Code and F/Class to be split by McKesson and imported as an obs term in Centricity)	ORU	Import	McKesson	Centricity EMR
Procedures/Charges/ All required billing processes	DFT	Export	Centricity EMR	McKesson
EMR Orders Export	ORM	Orders Export	Centricity EMR	Aspyra (Clinical Lab)
EMR LabLink Non-Hospital (results-only)	ORU	Lab Results Import	Aspyra (Clinical Lab)	Centricity EMR
ePrescribing (eScrip)				
Radiology Order Entry via FAX			Centricity EMR	Biscom FAX
EMR Orders Export	ORM	Orders Export	Centricity EMR	Public Health Lab (BtB)
EMR LabLink Non-Hospital LIS (results-only)	ORU	Lab Results Import	Public Health Lab (BtB)	Centricity EMR
EMR Docutrak Scanning input			Docutrak	Centricity EMR

Interfaces are dependent upon the ability of both systems to communicate via industry standard specifications. GE will provide standard interface specifications. If any adjustments or changes are necessary to meet these requirements, this will be the responsibility of SBCPHD to provide the specifications.

7.1. McKesson-GE Centricity Integration

7.1.1. Requirements for Demographic (ADT) data from McKesson to GE:

- GE will accept the information in HL7 format and acknowledge receipt with ACK message type.
- Current patients will be populated in the EHR. Current patient to be defined as any patient seen at one of the PHD HCC's within a set number of years.
- ADT is a real-time interface that will be triggered by an add or update to a patient record in PM. Demographics will include but are not limited to:
 - Homeless Flag
 - Medical Record Number (MRN)
 - Patient Name
 - Patient Date Of Birth (DOB)
 - Sex
 - Address
 - Home Phone
 - Work Phone
 - Primary Language
 - Social Security Number (SSN)
 - Guarantor information
 - Insurance information
 - H Code

7.1.2. Requirements for Appointments from McKesson to GE:

- Appointment information will be exported to GE in HL7 format based on the GE HL7 specification.
- Staff with the appropriate security will be able to see past and future appointment information within Centricity.
- Appointments will appear on the appropriate clinician's schedule.
- Cancellations or changes to the appointment will be available for viewing within Centricity in near real-time.
- Scheduling information should include but is not limited to:
 - Patient Identification
 - Visit Number
 - Doctor
 - Appointment Date
 - Appointment Time
 - Appointment Type
 - Appointment Reason
 - Duration
 - Notes and Comments
 - Status Code

7.1.3. Requirements for Charges from GE to McKesson:

- Charge information will be exported from GE to McKesson in HL7 format from the GE HL7 specification.
- Charges should include enough information to create a complete and payable claim with all required information within the McKesson system. Charge information should include but is not limited to:
 - Patient Identification
 - Visit Number (received with Appointment Information and called the MSR in the McKesson Practice Management System)
 - Entered by (clinician entering the data; can be a resident physician or mid-level provider)
 - Ordered by (ordering clinician; requires supervising physician if entered by is a resident or mid-level provider))
 - All performed procedure codes
 - Procedure modifiers as necessary
 - Procedure quantity
 - Diagnosis codes
 - Treatment Authorization Request #
 - Billing Comments (NDC # is entered as free text)
 - Location of Care (sent by default)

7.2. Centricity EMR Implementation

7.2.1. Aspyra CyberLAB and BtB Public Health Lab – GE Centricity Bi-directional Interfaces.

The Santa Barbara Public Health Department has two laboratory programs including the Clinical Lab and the Public Health Lab. Both provide laboratory testing of SBCPHD patients. The software used by the Clinical Lab is Cyberlab, vendor is Aspyra, and the software used by the Public Health Lab is called BtB. This specification applies to both laboratory systems.

7.2.1.1. Expectations Pre Interface:

- 7.2.1.1.1. Initial testing protocols for interface implementation will be available within two weeks of contract signing.
- 7.2.1.1.2. Three year historical download of CyberLAB and BtB results are to be pre-populated during implementation.
- 7.2.1.1.3. Once populated, three year historical download of CyberLAB and BtB results will be available to view through the EHR during implementation.
- 7.2.1.1.4. Test description field allows for sufficient alphanumeric characters to properly define tests so as to distinguish Clinical Laboratory from Public Health Laboratory tests.

7.2.1.2. Expectations for Orders:

- 7.2.1.2.1. Ordering provider or designee will perform Patient Order Entry of laboratory tests in GE Centricity. Patient Order Entry to include:

- MRN
- Patient name (will need to match data coming from McKesson interface)
- Patient DOB (will need to match data coming from McKesson interface)
- Collection date
- Sample type (STAT, ASAP or Routine)
- Comment such as "Fasting" or "Random")
- Visit Id (Used to link back to McKesson PM to obtain Guarantor information)
- Financial Class (contains numbers and/or letters, imported from McKesson interface but can also be overwritten in Centricity)
- Entered by (clinician entering the order; can be a resident physician or mid-level provider).
- Ordered by (ordering clinician; requires Supervising provider if "Entered by" is a resident or mid-level provider)
- Location of Care (ordering clinic – IM, UC, ORTH, OB, etc.)
- Test code (numeric; Test Dictionary will have a search engine that can search for a key word and has the ability to cross-reference more than one name for a test per test number)
- ICD9-code (will be flagged/rejected if not valid)
- Administrative Comment (free text)

7.2.1.2.2. GE Centricity will electronically download laboratory test orders to CyberLAB and/or BTB using HL7 format based on the GE HL7 specification. Some lab tests are performed by the Public Health Laboratory and the test order must go to BTB, but the specimens are collected by the Clinical Laboratory and Health Care Center staff, therefore, when these kinds of tests are ordered, such as a venipuncture request, it must go to CyberLAB for these cases. Orders received in CyberLAB must contain:

- MRN
- Patient name (will need to match data coming from McKesson interface)
- Patient DOB (will need to match data coming from McKesson interface)
- Collection date
- Sample type (STAT, ASAP or Routine)
- Comment such as "Fasting" or "Random")
- Visit ID (Used to link back to McKesson PM to obtain Guarantor information)

- Financial Class (contains numbers and/or letters, imported from McKesson interface but can also be overwritten in Centricity)
- Supervising provider (same as Ordering provider if not a resident or mid-level)
- Entered by (clinician entering the order; can be a resident physician or mid-level provider).
- Ordered by (Supervising provider; same as Ordering provider if not a resident or mid-level)
- Location of care (ordering clinic – IM, UC, ORTH, OB, etc.)
- Test code (numeric; Test Dictionary will have a search engine that can search for a key word and has the ability to cross-reference more than one name for a test per test number)
- ICD9-code (will be flagged/rejected if not valid)
- Comment (free text)

7.2.1.2.3. Duplicate orders will trigger a warning upon Patient Order Entry in Centricity.

7.2.1.2.4. Orders pending collection can be reviewed in CyberLAB before patient presents for collection.

7.2.1.2.5. Standing Orders can be created with defined start and end dates and frequency of collection.

7.2.1.2.6. Adjustments can be easily made to the order if start date is delayed or expected date(s) of collection are missed or frequency is changed, without cancelling and reentering the entire standing order.

7.2.1.2.7. Ordering provider or designee can select to be notified if patient is delinquent in presenting for the scheduled collection date by running an aging orders report.

7.2.1.2.8. Automated reflex testing generated by CyberLAB will be accepted by Centricity in order for results to populate EHR.

7.2.1.2.9. Orders that do not have specimens collected after a specified time, can be individually purged.

7.2.1.3. Expectations for Results:

7.2.1.3.1. Upload patient laboratory results electronically from CyberLAB and/or BtB, via HL7 format, based on the GE specification, into the patient's chart. The result shall also be presented on the GE Centricity desktop of the ordering provider or designee for review and signature.

7.2.1.3.2. Scan printed laboratory reports from the following into the patient's chart in GE Centricity for review by ordering provider or designee:

- 7.2.1.3.3. Monogram Biosciences (Phenosense, Genosense and Tropism)
- 7.2.1.3.4. Genzyme (AFP, CF)
- 7.2.1.3.5. Pacific Diagnostic Laboratories (Pap, Cytology, Biopsy)
- 7.2.1.3.6. Results with the appropriate abnormal indicator will be flagged with an urgent priority flag.
- 7.2.1.3.7. Once reviewed and electronically signed by the ordering provider or designee, the laboratory results are committed to the patient's electronic health record.
- 7.2.1.3.8. Laboratory data that is within a patient's electronic health record can be retrieved by analyte (such as WBC, potassium, Hemoglobin A1C) and graphed over time for providers to investigate trends.
- 7.2.1.3.9. Laboratory data in the electronic health record can be retrieved by test panel or individual analyte (Lipid Panel, LDL Cholesterol, Hemoglobin A1C) for generating reports across patient populations, for grant writing or to satisfy government and insurance reporting requirements.
- 7.2.1.3.10. User initiated auto-faxing out of the EHR with the ability to track fax history. Failed fax notification sent to designated personnel.
- 7.2.1.3.11. Inbound faxing into the EHR with the ability to track fax history.

7.3. Report Server

GE will provide develop, test, and implement system integration processes for the replication of GE Centricity EMR database tables in an existing SBC PHD report server.

7.4. Preload and Data Conversion

The SBCPHD desires to pre-load specific data into the Centricity EMR, in both the test and production environments. Some data, such as demographic data and lab results, will be possible through the use of the Interface Results documented in the system requirements for the Aspyra CyberLAB and BiB – GE Centricity Bi-directional Interfaces. GE will assist the SBCPHD in the development of pre-load specifications, design, conversion processes, unit tests, and data validation for the following:

- 7.4.1. Patient Demographic data loaded automatically from the McKesson Practice Management System across the McKesson-Centricity EMR interface.
- 7.4.2. The initial data transfer from McKesson to Centricity EMR will include all PHD patients who have had a visit within the previous three years (this is the definition of active PHD patient for this action and the exact start date will be specified) thus creating individual medical records for all such patients in Centricity EMR.

- 7.4.3. There will be an electronic process to create additional medical records in Centricity EMR when PHD patients with a last visit prior to three years to the date for preload of active PHD patients appears and becomes active again.
- 7.4.4. Lab history for up to 3 years of stored laboratory test results from Aspyra automatically to individual Centricity EMR across the Aspyra-Centricity interface.
- 7.4.5. Conversion alternatives for Medication lists, problem lists, and allergies that exist in paper documentation.
- 7.4.6. Any automated pre-load or data conversion requirements beyond those identified in this section are a customization will require specifications and additional cost estimates.
- 7.4.7. Any automated data conversions will be done using HL7.

7.5. ePrescribing Pre-Installation Tasks and Configuration and Deployment Through SureScripts

The EMR Surescripts portal will monitor activity for only those SBCPHD providers who have registered with Surescripts.

7.6. Functionality, Unit , End-to-End and System Integration Tests

GE consultants will participate in the development and execution of complete written specifications, test plans, test criteria, test cases and testing of functional components and system interfaces with the SBCPHD EHR Project Team and Third Party Vendors. System functionality is documented in Exhibit E. Examples include:

- 7.6.1. General application functionality
- 7.6.2. Chart access
- 7.6.3. Chart summaries
- 7.6.4. Application security and security roles
- 7.6.5. Specialty testing such as adult primary care, pediatrics, OB/GYN, etc., to ensure the Centricity EMR components meet specifications listed in Exhibit E, which includes the following:
 - Clinical documentation such as generic encounters for adult and pediatric acute care
 - Specific encounter types:
 - Well child care visit
 - Routine prenatal visit
 - Diabetes management visit
 - Individual workflows
 - Patient history
 - Problems/problem lists

- Medications
- Alerts/flags
- Flow sheets
- Order entry
- Results Review
- Letters
- Referrals
- Patient Handouts
- Operational and Management Reporting such as Quality, UDS, Key Performance Indicators/Measures, and Interface Reports
- Formal SBCPHD system acceptance and signoff

7.7. Production Cutover

- 7.7.1. GE-led Enterprise Implementation Planning Workshop
- 7.7.2. Development of the implementation checklist(s)
- 7.7.3. Production implementation including 100% responsibility for deployment in the Lompoc Health Care Clinic, 50% responsibility in HCC #2, and off-site support to the SBCPHD implementation team for the remaining clinics
- 7.7.4. Sample functionality testing prior to End User access
- 7.7.5. Sample data validation prior to End User access
- 7.7.6. Participation in the development of Lessons Learned

7.8. Services

The following services will be provided during the EMR implementation:

Quantity	Contract Line Item	GE Resource	Service to Deliver	Additional Notes
Centricity EMR Services				
240 hours	Centricity EMR – Project Management (per hour)	GE Project Manager	Project Kick Off, Resource Scheduling, Facilitation of Scoping Calls, Bi-Weekly or Weekly communication, monthly progress reports, Go-Live Readiness and Post Go-Live to Support transition,	Project Management support will be provided remotely and onsite as needed.

Quantity	Contract Line Item	GE Resource	Service to Deliver	Additional Notes
Centricity EMR Services				
16 hours	Centricity EMR Technical System Consulting (per hour)	GE Installation Engineer	Remote installation of one (1) Centricity EMR Production database, as well as one (1) Network Training database. Additionally, the GE Engineer will walk through the installation of one (1) client workstation (if necessary). Ensures all patches, fixes, etc. for Centricity EMR software are up-to-date and functional.	Software and hardware pre-requisites must be in place prior to installation. If installation must be rescheduled due to pre-requisites not being properly installed, additional services could be required.
960 hours	Centricity EMR Clinical Consulting (per hour)	GE EMR Consultant	Quote based on the number of providers, specialty, and physical clinic locations. Key Components include assistance with: Key Decisions walk-through, Workflow Re-Engineering, EMR Setup Training, Clinical Content Consulting, Customized Workflow Training for staff, comprehensive end-to-end and integration testing, Go-Live Preparation and Support.	Consulting is delivered as a combination of remote and on site. A schedule will be determined in the initial scoping stages regarding effort required to complete these tasks.
6 hours	Centricity EMR WebEx Training Class (per hour)	GE EMR Consultant	Training for Clinical Content - Core Forms Training.	Training delivered remotely for purposes of understanding how to use and configure CCC Clinical Content for use within EMR
75 hours	Centricity Complementary Product Implementation (per hour)	GE Service Partners	<u>Kryptiq Products:</u> ePrescribing Document Manager Clinical Messenger	Third-party service partners deliver training and installation services remotely for their products purchased through GE.
3 Each	Standard Import	GE Integration Engineer	Demographics Import Schedule Import ORU import (OBS Term) for Homeless Flag and patient Financial Class	Demographics, Schedule and Homeless Flag and financial class Import from McKesson.
1 Each	Standard Export	GE Integration Engineer	Procedures Export	Procedures Export to McKesson.
2 Each	EMR Orders Export	GE Integration Engineer	<ul style="list-style-type: none"> ▪ Aspyra (Clinical Lab) ▪ Public Health Lab (BtB) 	Orders to each system will be exported per standard GE Export message specifications

Quantity	Contract Line Item	GE Resource	Service to Deliver	Additional Notes
Centricity EMR Services				
2 Each	LabLink interface (non-hospital LIS) results only	GE Integration Engineer	<ul style="list-style-type: none"> ▪ Aspyra (Clinical Lab) ▪ Public Health Lab (BtB) 	Lab Result message data will need to be formatted to GE specifications
1 Each	NoteLink Import	GE Integration Engineer	<ul style="list-style-type: none"> ▪ UltraSound (TBD) 	NotesLink Message data will need to be formatted to GE specifications
3 seats	Centricity EMR Text File Editor Training	GE Customer and Product Education Team	Classroom training for CCC Form customization and manipulation	Offered at GE Training Centers
3 seats	Centricity EMR Building Forms and Templates Training	GE Customer and Product Education Team	Classroom training for Encounter Form customization and manipulation	Offered at GE Training Centers
3 seats	Centricity EMR Crystal Reports Training	GE Customer and Product Education Team	Classroom training for Crystal Reports functionality with Centricity EMR	Offered at GE Training Centers

7.8.1. Optional per GE contract – Electronic Medical Records

Type of Service	Notes
Custom Form Components	Customer can customize forms independently or can contract with GE for additional services for custom work.
Custom Crystal Reports	Customer can customize reports independently or contract for additional hours for custom work.
Advanced Training	Any other training offerings not listed in the standard implementation require additional services (for example, Text File Editor, Building Forms and Templates, MEL (MedicaLogic Expression Language) and Crystal Reports).
Centricity EMR Clinical Consultant Certification	Can be quoted separately, if needed.

8. ASSUMPTIONS.

8.1. General Assumptions

- 8.1.1. SBCPHD and GE Healthcare will assign, in a timely manner, the resources recommended in "Centricity Team Roles and Responsibilities" section for full time and part time project implementation support.
- 8.1.2. SBCPHD and GE Healthcare will each assign a dedicated Project Manager for the duration of the implementation project.

- 8.1.3. SBCPHD's Project Manager will be responsible for ongoing maintenance of the project plan and implementation rollout strategy after initial Enterprise Planning is complete.
- 8.1.4. Hardware must be onsite/available before GE staff can be assigned to the implementation efforts.
- 8.1.5. If milestone rescheduling is needed due to resource unavailability for SBCPHD team members, additional service hours could be required due to rework of the included milestones.

8.2. Education/Training Assumptions

- 8.2.1. SBCPHD will utilize a Train-the-Trainer approach for EMR end-user training defined previously in this document.
- 8.2.2. SBCPHD will provide appropriate training facilities equipped with 1-to-1 workstation-to-student ratios to deliver training.
- 8.2.3. GE will provide functional, CBT, Setup and Workflow training for the SBCPHD Super Users and/or Work Flow team.
- 8.2.4. GE will provide SBCPHD with end-user training materials in an electronic format. There is no limit on the number of copies that SBCPHD can print.
- 8.2.5. GE will assist SBCPHD in developing EMR customized workflow end-user training materials.
- 8.2.6. SBCPHD will provide basic computer and windows training to personnel who need support.
- 8.2.7. SBCPHD is responsible for minimizing student interruptions during classroom training.
- 8.2.8. SBCPHD is responsible for completing all homework assignments per the mutually agreed upon schedule.
- 8.2.9. SBCPHD is increasingly responsible for training in Clinics #2 through #10 as described earlier in this Exhibit.

8.3. Technical Assumptions

- 8.3.1. SBCPHD is responsible for the ongoing maintenance of the technical infrastructure and associated hardware needed to support the Centricity EMR application, including: file servers, PC's, printers, scanners, laptops, tablets, mobile devices, and any/all additional peripheral devices.
- 8.3.2. SBCPHD is responsible for database Backups, Failover solutions, and all operating System maintenance and upgrades.

- 8.3.3. SBCPHD will provide the necessary technical support for this project to assist in hardware / software installation, troubleshooting, and interface maintenance and development.
- 8.3.4. All technical infrastructure and connectivity will be rolled out and tested at each location by SBCPHD before production use. GE consulting will be available to troubleshoot any problems related to the Centricity product and/or other infrastructure products purchased from GE.
- 8.3.5. GE will be available for, and responsive to, request for technical support and/or assistance.

8.4. EMR Assumptions

- 8.4.1. SBCPHD will ensure adequate physician participation in the enterprise and clinic planning process.
- 8.4.2. For multi-clinic and/or phased rollouts, GE will support a limited number of clinics with full product knowledge transfer as specified earlier.

8.5. Third Party Software Implementation Assumptions

- 8.5.1. There may be one or more Third Party applications that are implemented at the same time as Centricity EMR, but not provided by GE. In these cases, when the software is not provided by GE and not part of the GE contract, SBCPHD will work directly with the Third Party Vendor to have the hardware and/or software installed. The Third Party Vendor will also provide training, and, in some cases, ongoing support to SBCPHD. Third Party Partner products that are provided by GE will be managed as part of the GE implementation project.

9. CENTRICITY TEAM ROLES AND RESPONSIBILITIES.

9.1. GE Healthcare Team Members

- **Project Manager** – Acts as a key contact for the project team and works closely with the practice Project Manager and GE team to ensure that a project plan is developed and maintained and all milestones are accomplished according to schedule. The Project Manager’s primary objective is to ensure the success of the project.
- **Installation Engineer** -Works closely with the GE Project Manager and customer IS representatives to ensure the Centricity EMR software is successfully installed, and operational.
- **Integration Engineer(s)** -Works closely with the GE Project Manager and the SBCPHD IT Team and serves as the key contact for the development and testing of contracted services for interfaces for your implementation.
- **GE EMR Consultant** – Provides complex Centricity EMR product training and consulting on planning, workflow, setup and clinical issues. The GE EMR Consultant is on site with SBCPHD periodically to ensure SBCPHD has sufficient information to make decisions and continue to progress with tasks. The GE EMR Consultant will deliver Super User training, if needed, and is onsite for EMR End User training and EMR Go-Live Support.

Additionally, the GE EMR Consultant provides EMR certification training sessions, when required.

- **Customer Education Team** – As needed, may also be assigned to address any custom forms or reporting requirements.
- **GE Account Manager** - Day-to-day support issues should follow the normal protocols provided under your support agreement. However, the Account Manager serves as the single point-of-contact for escalations after Project Management closure. Your AM will also provide proactive product utilization advice because they know the product and are familiar your organization. This resource delivers expeditious resolution with cross-functional issues, helping clients through the complexity of GE. Lastly, the AM understands and communicates release/upgrade/product roadmaps schedules to enable your IT strategy.

9.2. COUNTY Team Members

In some clinics, individuals may have more than one role. In these circumstances, it is imperative that those individuals understand and manage all the responsibilities required. During the Centricity EMR planning, Go-Live, and immediate post Go-Live periods, the Physician Champion, Clinic EMR Manager, LinkLogic Manager and selected clinical personnel on the team will need to dedicate a minimum of 20%-50% of their time to the Centricity EMR Implementation Project. They must be able to attend all training sessions, project team meetings and consulting sessions.

A combination of professionals from SBCPHD and GE will staff the Centricity EMR project. GE recommends the following team structure, members, and team roles for enterprise implementations.

9.2.1. Enterprise level roles:

- **Enterprise Steering Team** serves as leaders and sponsors of the Centricity Project. The members will assure that the organization as a whole understands and recognizes the importance and priority of the project within the organization.
- **Enterprise Project Manager** takes responsibility for managing the project as a whole, leads the Enterprise Project Team, and coordinates project planning, timeline, and task management as well as day-to-day implementation activities.
- **Enterprise Core Project Team** is responsible for the development and management of the Centricity EMR implementation project plan. This includes the completion of all tasks and activities related to the project, as well as the appointment of members to guide and support the efforts of the Design and Clinic/Practice Teams.
- **EMR Design Teams** (PHD Core Team Committees, e.g. Workflow, IT, Interface, Training, etc.) define key EMR standards across the enterprise. Members of the Enterprise Project Team may serve on Design Teams along with other SBCPHD staff.
- **Enterprise EMR Analyst(s)/Trainer(s)** – Participates in and shadows GE staff in the Enterprise Planning sessions, EMR Functionality, EMR Setup, clinical content selection, workflow re-engineering, and delivery of EMR end-user customized workflow training. Leads additional EMR clinic rollout planning and training sessions. The EMR Analyst/Trainer provides initial EMR support to clinic users after Go-Live. These training functions can include definition of end-

user training requirements, coordination of scheduled training sessions and the provision of ongoing training sessions for upgrades and new clinic staff.

- **Information Systems (IT) Representative** – Represents the IT department throughout the planning, installation and implementation phases of the project. It is imperative that this person be authorized to represent the IT equipment and network standards and policies for the SBCPHD.
- **Interface Specialist(s)** – Coordinates the planning, configuration, testing and implementation of interfaces between Centricity EMR and the enterprise's third party clinical and business systems. In some Enterprises, this person(s) also performs the daily duties of the LinkLogic Manager.
- **LinkLogic Manager** -The role of the LinkLogic Manager provides ongoing maintenance of key interfaces between Centricity EMR and the practice's third party clinical and business systems. Typically there is a LinkLogic Manager role per Enterprise or per interface.
- **System Manager(s)** – Serves as the key contact to and from the Centricity Technical Support department after Go-Live. The System Manager will be responsible for the day-to-day operation of Centricity EMR system(s) (user management, content management, quality assurance, periodic system checks, generating system reports, product updates, hot fixes, new releases, etc.).
- **Enterprise Physician Champion(s)** - The Enterprise Physician Champion drives the project from the Enterprise level. He/She communicates regularly with other Physicians in the Enterprise to build consensus and acceptance on issues and decisions related to the implementation of Centricity EMR. A major responsibility of the Physician Champion is advising the EMR Design Teams in areas of decision-making related to clinical content and Enterprise standardization.
- **Test Coordinator (PHD EHR Project Manager)** - Responsible for conducting unit, modular, and integration test cycles for new features and functionality.
- **Testers** - Responsible for developing and executing testing scripts for any new product features and functionality deemed appropriate by SBCPHD. Conducts application testing to verify functionality performs as described in the documentation.

9.2.2. Clinic level roles:

Clinic Project Teams will be formed for each clinic or practice to be implemented. A key assumption is that each clinic will be able to assemble and manage a clinic project team.

During the Centricity EMR planning, go-live, and immediate post go-live periods, the Clinic Physician Champion, Clinic EMR Manager and selected clinical personnel on the clinic project team will need to dedicate 20%-50% of their time to supporting the Centricity EMR Implementation Project. They must be able to attend all training sessions and project team meetings. The clinic's Centricity EMR Project Team should be comprised of clinic staff that can perform the following roles:

- **Clinic Physician Champion** - The role of the Clinic Physician Champion is to drive the project, build consensus, and communicate with all clinic personnel on

issues and decisions related to the implementation of Centricity EMR at their location of care.

- **Clinic EMR Manager** - The role of the Clinic EMR Manager is to plan and manage Centricity EMR related activities within the practice. Responsibilities for this position include the coordination of all internal and external resources, training schedules, system development requirements, and general project management activities.
- **Other Clinic Personnel** from Medical Records, Front Desk, Administration and the Back Office clinicians should be solicited for input as needed.
- **Super Users** – Become “super” proficient in EMR and clinical workflows. Provide main clinic support for end users during and after go-live; approximately 1 super user per 5 providers.

Note: The ratio of team members to roles need not be 1:1. One team member can assume dual roles.

10. CENTRICITY EMR IMPLEMENTATION MILESTONES.

Milestone	Purpose	Responsible Parties
Kick Off Meeting	Formal initiation of the project to include scope confirmation, methodology definition, and next steps. The meeting can be conducted remotely or onsite in conjunction with initial project planning activities.	GE Project Manager
Technical Kick off Call	Answer any technical questions regarding the hardware requirements, infrastructure software, and install process.	GE Project Manager, GE Install Engineer
Software Installation	Remote installation of the application on the server with guidance on the installation of one server. When applicable, installation of service pack and Knowledge Bank.	GE Install Engineer and Customer IT Representative
Centricity EMR Overview	WebEx Session to introduce all functions of the product at a high level. Customer Project Team and any others in the practice interested in seeing the product for planning purposes should attend the session.	GE Project Manager and GE EMR Consultant
Centricity EMR Functionality Training	Training is delivered onsite to provide hands-on, instructor led knowledge transfer of Centricity EMR's delivered functionality to the EMR Implementation Core Team. This training provides the basic understanding needed to make Key Decisions around application setup and configuration	GE EMR Consultant

Milestone	Purpose	Responsible Parties
Complete Computer Based Training (CBT)	GE EMR Consultant will conduct periodic WebEx Checkpoint Calls to ensure understanding and answer questions.	Customer Team
Key Decisions and Project Planning	GE EMR Consultant will lead an onsite session with Customer Team to determine the responses to Key Decisions about the setup and use of the system. There will also be a high-level discussion about workflow documentation to ensure SBCPHD Team is prepared to document all key current workflows are documented.	GE EMR Consultant and Customer Team
Setup Training	Training is delivered onsite to demonstrate how to translate the Key Decisions information into system setup activities to meet the organization's selections.	GE EMR Consultant and Customer Team
CCC Core Forms and EMR Forms and Templates Training	WebEx review of the Core CCC forms included in the application for the purpose of selection of forms to support the future workflows.	GE EMR Consultant and Customer Team
Interface Development and Deployment	This milestone includes an interface scoping with third party vendors and subsequent work to setup and test the identified interfaces.	GE Integration Engineer, Customer IT resource, Third party Integration Specialist(s)
Clinical Content Selection and Setup	Further review of the clinical content available and content that needs to be edited or created. This content is the foundation of the future workflows.	Customer Team and GE Customer Consultant
Preload Training, Planning, and implementation	GE EMR Consultant will discuss the pros and cons of different preload strategies and teach SBCPHD Team how to begin and complete the process.	GE EMR Consultant and Customer Team
ePrescribing Implementation	Customer Team will verify preinstall tasks are completed and then schedule install. This functionality can be introduced to the providers as part of a phased Go Live or at full function Go Live.	Customer Team and GE EMR Consultant
Working With LinkLogic	This 3-hour Web-Ex session is designed for staff responsible for the development, testing, implementation, or daily maintenance of LinkLogic interfaces.	GE EMR Consultant and LinkLogic Manager

Milestone	Purpose	Responsible Parties
End User Training	GE EMR Consultant trains the staff how to use the product for their specific job functions.	GE EMR Consultant
Clinical Workflow Simulation	Dress rehearsal for the staff to use their new workflows internally. Customers are encouraged to make this a fun and relaxed setting for the staff but also document issues and questions that need to be addressed before actual Go Live	Customer Team, End Users in the clinic, GE EMR Consultant
Comprehensive end-to-end system testing	Comprehensive testing will be done to ensure that online functionality and systems integration with 3rd Party products work seamlessly.	GE EMR Consultant, Customer Team
SBCPHD EHR Acceptance and signoff	The SBC Public Health Department EHR Executive Team and Core Project Team formally accept the system prior to Go Live.	SBCPHD EHR Executive Team, Core Project Team, and GE Project Manager
Go Live Support	GE EMR Consultant and Customer Team provide support to end-users as they document patient encounters in the EMR for the first time. Go Live Support usually lasts three days.	GE EMR Consultant, GE Project Manager, and Customer Super Users
Post Live Adjustments	Team meets to resolve remaining problems and review lessons learned	Customer Team and GE Project Manager
Project Closure	SBCPHD Team is introduced to the GE Support Team and their Account Manager for continued support.	GE Project Manager

EXHIBIT G

PERFORMANCE STANDARDS

Performance Standards will be jointly defined by the GE Project Manager, GE Consultants, and COUNTY Public Health (SBCPHD) Project Manager and Core Project Team, for the following EHR Project Processes:

1. EHR PROJECT INITIATION & PLANNING.

- 1.1. Establish project milestones.
- 1.2. Conduct GE-Led Enterprise Planning Workshop to conduct scoping sessions and a key decisions' walkthrough about the setup and use of the system. High-level discussion about workflows will also occur to ensure the SBCPHD project team is prepared to document all current workflows.
- 1.3. Establish performance measures and system performance benchmarks.

2. EHR PROJECT EXECUTION.

- 2.1. GE Centricity configuration and setup based on key decisions workshop led by GE.
- 2.2. Clinical content selection and setup.
- 2.3. Workflow design and implementation.
- 2.4. Interface scoping, detail design specifications, configuration, implementation, and unit testing.
- 2.5. Pre-load and data conversion consulting, including pre-load specifications, design, conversion processes, unit tests, and data validation for the following:
 - 2.5.1. Pre-load demographic data on selected established PHD patients across McKesson: Centricity interface
 - 2.5.2. Patient ADT data
 - 2.5.3. Lab history
 - 2.5.4. Medications
 - 2.5.5. Problem lists
 - 2.5.6. Allergies
 - 2.5.7. ICD9 codes
- 2.6. ePrescribing pre-installation tasks.
- 2.7. Development and execution of complete written specifications, test criteria, test plans, test cases, test scenarios and completion of testing, in conjunction with the SBCPHD Project Team and Third-Party vendors, for:
 - 2.7.1. Hardware server installation, configuration, and network access;

- 2.7.2. GE Centricity software installation and network access;
- 2.7.3. Hardware and GE Centricity stress (load) testing based on benchmarks established during the initiation phase;
- 2.7.4. GE Centricity software configuration including requirements and documentation of system setup, workflows, forms, and other components to support enterprise and clinic needs.
- 2.7.5. General application functionality unit tests for:
 - 2.7.5.1. Chart access by patient, by user, ...
 - 2.7.5.2. Chart summary
 - 2.7.5.3. Application security and security roles
- 2.7.6. Specific application functionality unit tests by specialty such as adult primary care, OB/GYN, pediatrics, etc. to ensure GE Centricity components meet specifications:
 - 2.7.6.1. Clinical documentation
 - 2.7.6.2. Individual workflows
 - 2.7.6.3. Patient history
 - 2.7.6.4. Problems / problem lists
 - 2.7.6.5. Medications
 - 2.7.6.6. Alerts / flags
 - 2.7.6.7. Flowsheets
 - 2.7.6.8. Order entry
 - 2.7.6.9. Results review
 - 2.7.6.10. Letters
 - 2.7.6.11. Referrals
 - 2.7.6.12. Patient handouts
 - 2.7.6.13. Protocols
- 2.7.7. Specific application functionality unit tests for specialty clinics by specialty with all components found in 2.7.6.13
- 2.7.8. Management reporting specifications, design, implementation and testing
- 2.7.9. Interfaces design, development, testing, and implementation
 - 2.7.9.1. Connectivity to related computer systems
 - 2.7.9.2. Interfaces development, including specifications, design, implementation, test plans, testing and validation that related data meets specification and is validated for format and content:
 - 2.7.9.2.1. McKesson Practice Management
 - 2.7.9.2.2. Aspyra Lab
 - 2.7.9.2.3. BtB Lab (Public Health)
 - 2.7.9.2.4. ePrescribing

- 2.7.10. Training for Super Users
 - 2.7.10.1. EMR Setup Training
 - 2.7.10.2. Customized Workflow Training
 - 2.7.10.3. Clinical Content – Core Forms Training
 - 2.7.10.4. CCC Form training for customization and manipulation of forms
 - 2.7.10.5. Encounter Form training for customization and manipulation of forms
 - 2.7.10.6. Crystal Reports Training
 - 2.7.10.7. Working with LinkLogic Training
 - 2.7.11. Centricity workflow simulation (End-to-End Testing) and User Acceptance Testing
- 2.8. Development of the Implementation Plan
- 2.9. End User System Acceptance and Signoff
- 3. **EHR PROJECT MONITORING AND CONTROL.**
 - 3.1. Weekly Performance Reporting: General Electric Health Care (GEHC) Project Manager will participate in weekly Core Team Meetings and report progress verbally and in writing using the following guidelines:
 - 3.1.1. Objectives accomplished since last team meeting
 - 3.1.2. Discussion of any situations impacting the project and/or the entire team
 - 3.1.3. Acknowledgement of major accomplishments
 - 3.1.4. Overall project status – On target, specific deficiencies, general delays, critical barriers
 - 3.1.5. Pending risks, issues, and upcoming activities
 - 3.1.6. Objectives in queue before the next meeting
 - 3.2. Periodic Performance Reporting: The GEHC Project Manager will periodically submit a written report as described in Section 4 of the Contract to include a comparison between the baseline project schedule and current schedule to ensure the project is on schedule, comparison of the baseline requirements (including approved Change Orders for the project) to actual requirements' completion, and comparison of the budget baseline to actual costs to ensure the project. Major accomplishments as well as identification of issues, potential risks, and problems since the last report will also be included.
 - 3.3. Measurement of System Performance against the performance measurement baseline
 - 3.4. Measurement of System Performance against other metrics determined by the SBPHD Core Project Team
- 4. **GE CENTRICITY PRODUCTION CUTOVER.**
 - 4.1. GE-Led Enterprise Implementation Planning Workshop

- 4.2. Development of Implementation checklist
 - 4.3. Production Implementation (Implementation assistance at the first 3 practices identified in conjunction with the SBCPHD Core Project Team)
 - 4.4. Sample testing after production cutover and prior to production use to ensure system and data integrity
5. **PERFORMANCE MEASURES FOR THE SYSTEM TO BE ACHIEVED PRIOR TO PRODUCTION DEPLOYMENT.**

The following performance measures are repeatedly demonstrated in the test environment

- 5.1. Functional (See Functional Requirements Exhibit E)
 - 5.2. Technical
 - 5.2.1. Workstation configuration to achieve acceptable (sub-second) response time
 - 5.2.2. System supports 1- to 2- second response time between screens
 - 5.2.3. Single Signon
 - 5.3. Uptime
 - 5.3.1. GE Centricity software works reliably and efficiently and will be available during normal hours of operations at the Santa Barbara Health Care Centers, from 7:00am to 7:00pm Monday through Saturday.
 - 5.3.2. Any problems during Health Care Center operations will be reported to GE using the Maintenance and Support Agreement. (See Maintenance and Support Agreement Exhibit H).
 - 5.4. Privacy & Security
 - 5.4.1. HIPAA: System supports HIPAA privacy and security standards
 - 5.4.2. HITECH: System supports auditing, accounting, and reporting functionality required under HITECH
 - 5.5. Meaningful Use
 - 5.5.1. ARRA: System contains sufficient auditing functionality to support the accounting-of-disclosures requirement for disclosures from an EHR in Section 13405(c)(1) of the American Recovery and Reinvestment Act of 2009
6. **POST-PRODUCTION DEPLOYMENT (AFTER THREE MONTHS) PERFORMANCE MEASURES.**
- 6.1. All interface transfers of data are functional
 - 6.1.1. Transmissions of demographics, patient schedules, etc. from McKesson to Centricity are at 100%.
 - 6.1.2. Transmissions of charge capture from Centricity to McKesson are at 100%.
 - 6.1.3. Transmission of lab orders from Centricity to Clinical Lab.
 - 6.1.4. Transmission of lab orders from Centricity to Public Health Lab.

- 6.1.5. Transmission of radiology orders from Centricity to Radiology.
- 6.1.6. Transmission of ePrescribing orders from Centricity to SureScripts.
- 6.2. Scanning operation is functional at 99.5%.
 - 6.2.1. Scanning process and protocols with DocuTrak are fully operational.
 - 6.2.2. Transferring protocol of scanned documents to destination sites in Centricity is error free.
- 6.3. All primary care clinicians are using EHR for clinical documentation exclusively.
 - 6.3.1. Paper charts for established patients no longer used after 1st visit post Go Live or after one year post Go Live.
- 6.4. All primary care clinicians have returned to full productivity within the normal work day.
 - 6.4.1. Criteria for full productivity are as follows:
 - 6.4.1.1. Adult Primary Care: Average for system 20 completed visits per day with capability of 26 maximum for highest average per day per clinician.
 - 6.4.1.2. Pediatrics: Average for system 24 completed visits per day with capability of 30 maximum for highest average per day per clinician.
 - 6.4.1.3. Obstetrics/Gynecology: Average for system 25 completed visits per day with capability of 35 maximum for highest average per day per clinician.
- 6.5. All specialty clinics are using the EHR for clinical documentation exclusively.
 - 6.5.1. Paper charts for established patients no longer used after 2nd visit post Go Live or after 18 months post Go Live.
- 6.6. Intra-Centricity communications are functional at 99.5%.
 - 6.6.1. Centricity Clinical Messenger is error free for:
 - 6.6.1.1. Tasks
 - 6.6.1.2. Referrals
- 6.7. Auto-transfer of mapped data elements from documentation templates to forms, alerts, reminders, flow sheets, etc. is error free.
- 6.8. Queries and reports for performance measures developed during the planning phase for which specific data elements/fields were listed or created run as defined.
- 6.9. Reports for operations and finance developed during the planning phase for which specific data elements/fields and functions were listed or created run as defined.

EXHIBIT H

SUPPORT AND MAINTENANCE AGREEMENT

GE Healthcare Centricity Software Support Policy

This document outlines the Software Support Policy for GE Centricity software.

Software support services covered under this policy include: (1) access to the GE Centricity software support organization; and (2) access to ongoing GE Centricity software updates.

1. SUPPORT SERVICES.

GE Healthcare will provide technical support to diagnose and address GE Centricity software related issues that (a) materially and adversely interfere with the customer's use of the GE Centricity software; and (b) result from a failure of the GE Centricity software to conform in any material respect to the documentation. GE Healthcare will provide a reasonable amount of GE Centricity applications software support in response to inquiries by the customer's system administrator and other customer personnel that have been trained by GE Healthcare to properly use the software. Support for any issue determined to be caused by the customer or a third party vendor's product or procedure not authorized by GE Healthcare, will be billable on a time and material basis, including travel time, at then-current rates. Support services do not include training of customer personnel, interfaces, and changes to interfaces except those that are required due to product version upgrades that affect the interfaces or additional services unless otherwise quoted. For all services that are billable under this Software Support Policy, actual, reasonable travel, living and incidental expenses, including travel time, shall be invoiced separately as incurred.

2. SUPPORT DELIVERY.

The primary means of providing technical and application support service is through remote assistance. In some situations, GE Healthcare may need to resolve a service request on-site. If it is determined by GE Healthcare that on-site services are necessary to resolve a GE Centricity software issue, then the customer will not be charged a service fee or travel and living expenses unless service is outside of contracted service hours. However, if it turns out that the issue is not a GE Centricity software issue, such services will be delivered on a time and materials basis, including travel time, at then-current rates.

3. CUSTOMER RESPONSIBILITIES.

All users should be trained to detect and fix minor issues within the department, such as an unplugged workstation, no paper in the printer, etc. to help drive increased efficiency and minimize downtime. GE Centricity software documentation and online help should be made available to users to assist with problem resolution. If, after consulting these materials, users still encounter difficulties, they should request assistance from their primary contact or their designated internal escalation contact (IT Help Desk, System Administrator, Super User, etc). In addition, the customer should comply with the procedures, deliverables, and expectations as set forth in the respective GE Centricity support organization's documentation.

The customer will provide a list of customer employees to act as liaisons with the GE Centricity support organization. Such customer employees should have the appropriate training and the necessary technical knowledge and expertise to perform initial troubleshooting and assist GE Healthcare technical

personnel in performing service. It is the customer's responsibility to inform GE Healthcare of any change in the primary contact. The liaisons should be trained to handle basic functionality, procedural questions and repetitive issues from users in their departments. If a question or issue arises that requires a response from GE Healthcare, the standard procedures outlined in this document for logging a service request should be followed.

4. **SYSTEM ACCESS.**

GE Healthcare requires access to Customer systems and servers to monitor and/or resolve reported issues. A VPN connection via broadband, or other secure means of remote connectivity as specified by each support team, is required to enable the GE Centricity support organization to remotely connect to customer sites. Remote capability should be tested and approved prior to a system going live for clinical use. If GE Healthcare cannot gain access to the customer's system to diagnose and resolve an issue, an escalation process through management at the customer's site should be available to ensure GE Healthcare's ability to provide timely support. In the event that a customer does not provide access or connectivity, services may be provided and charged on a time and material basis (minimum 4 hours), including travel time, at then-current rates. GE Healthcare will not be responsible for any failure to perform its obligations under this service policy that results from the customer's refusal or inability to provide access. In the event that a GE Healthcare support professional is required on-site, Internet access must be provided to connect to the GE Centricity support infrastructure.

5. **PROACTIVE MONITORING.**

Some GE Centricity software solutions proactively monitor key operational parameters of your Centricity solution in an effort to prevent and detect errors. GE Healthcare support professionals review the data and work with the customer to perform any necessary corrective action.

6. **CUSTOMER ACCESS.**

During the term of the agreement, GE Healthcare may provide the customer access to information, through the GE Centricity web site, for customer software and/or equipment covered by GE Healthcare support agreement(s). As part of the subscription, customers are granted a limited, nonexclusive, nontransferable right to search, retrieve, display, download, print and use the information solely at the site for internal business use only. User ID and password or other security process defined by GE Healthcare will control access to the web site. The customer is responsible for managing password assignment and confidentiality.

Except as expressly permitted above, the customer may not (i) decompile or reverse engineer any of the associated software and other content and materials related to the web site (ii) sell, sublicense, distribute, or commercially exploit the content on the web site; (iii) make the content on the web site available to any third party through any means or media; or (iv) modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit content, in whole or in part, without the prior written consent of GE Healthcare.

GE Healthcare reserves the right to upgrade, modify, replace or delete portions of information, functions of the web site, and related materials at any time during the term of the agreement.

GE Healthcare may provide, through this subscription, third party content or links to third party content. GE Healthcare is not responsible for this content and may remove such content at any time during the term of the agreement. The terms and conditions for use of such content, including privacy policies applicable to such content, are determined solely by the third party, and not by GE Healthcare.

7. BEFORE LOGGING A SERVICE REQUEST.

Technical support under this service policy covers only the GE Centricity software and certain third party software as specified in the applicable quotation. The customer's organization or the appropriate third party vendor must address issues related to non-GE Healthcare supported hardware, operating systems, network, customer-supplied third party software, non-supported clearinghouses and other software. To assist in the fastest possible resolution, it is recommended that Customers collect and have available all relevant information prior to placing a service request, including:

Verify that the issue is related to the GE Centricity software or supported third party software as specified in the quotation. If the issue originates with a non-GE Healthcare supported third party application, operating system, or network software that is not covered, Customers should call the appropriate vendor directly.

7.1. Preserve all relevant error logs.

- 7.1.1. Verify that the version of the GE Centricity software manifesting the issue is supported.
- 7.1.2. Determine if the issue occurred previously at the Customer organization by searching for similar service requests.
- 7.1.3. Using the GE Centricity software test system, where possible, attempt to reproduce the issue and record the workflow steps leading up to it.
- 7.1.4. Determine if the issue occurs on one, more than one, or all of the workstations and/or if the issue occurs randomly or consistently.
- 7.1.5. Review all relevant documentation including manuals and online Help.
- 7.1.6. If the issue cannot be reproduced, verify that the system conforms to the GE Centricity software system specifications.
- 7.1.7. In addition, check for recent changes that may be responsible for the issue, including: - Recent upgrades to software products, the operating system, the network, etc. - System switch changes, such as modification of preferences or options within the GE Centricity software - Workflow changes
- 7.1.8. Check Event Viewer logs, background jobs, backup processes, etc to identify possible causes of the issue.

8. SUPPORT ORGANIZATION GOALS.

The goal of the GE Centricity support organization is to respond to customer needs. The support team is responsible for answering customer calls, generating service requests, taking ownership of web submitted service requests (where offered), performing research, completing follow-up, and resolving service requests while communicating with the customer throughout the process.

9. TELEPHONE.

When a customer places a call to the GE Centricity support organization, he/she may be connected directly to a support professional or greeted by a phone menu that routes calls to the support team best able to address the issue.

10. WEB-BASED.

The web-based user interface, where available (see table below) allows customers to initiate a service request directly via the web. These service requests are reviewed by and assigned to a GE Centricity support professional.

11. HOURS OF COVERAGE.

GE Healthcare offers technical support services on a 24/7 basis. However, access to these services during off-hours may require payment of an additional fee. Application support service is only available during standard business hours as defined below.

Support Center Contact Information			
Entity	Standard Business Hours	Contact Method	Off-Hours / Holidays
Centricity Business	8am-8pm local time at customer site; Mon-Fri	https://eservice.gehealthcare.com/ Critical Call Line: Northeast Region (Burlington): 802-859-6660 West Region - Barrington (Chicago): 800-362-6302 West Region - Plano (Dallas): 972-295-7666 East Region (Boston): 617-519-2222 ASP Solutions: 617-519-2660 NSS: 617-519-2660	(802) 862-9345
Centricity Enterprise	6am-5pm PT; Mon-Fri	https://www2.gehealthcare.com/portal/site/user/eservice or (877) 946-2277	(877) 946-2277
Centricity Group Management	8am-5pm local time at customer site; Mon-Fri	https://eservice.gehealthcare.com/ or (802) 658-2664	(802) 351-2931
Centricity Practice Centricity CPS Centricity PM	5am-5pm PST; Mon-Fri	https://secure.millbrook.com/support/CaseManagement.aspx or (888) 436-8491 option 3 or option 8 for clinic down E-mail to: CentricityPMServices@ge.com or (214) 889-5105 - fax	(888) 436-8491
Centricity Practice Centricity EMR	6am-6pm PST; Mon-Fri	(888) 436-8491 option 2 or option 7 for clinic down E-mail to: CentricityEMRServices@ge.com or (503)-531-7101 - fax	(888) 436-8491
Gold Support	24 x 7 x 365	888-303-7227 or di-support@ge.com	(888) 303-7227
Silver Support	8am-5pm Local time customer site, Mon-Fri	888-303-7227 or di-support@ge.com	(888) 303-7227
eHealth			

Support Center Contact Information			
Entity	Standard Business Hours	Contact Method	Off-Hours / Holidays
Gold Support	24 x 7 x 365	https://eservice.gehealthcare.com/ GEHIESupport@ge.com 877- 740- 2934	(877) 740-2934
Silver Support	8am-5pm Local time customer site, Mon-Fri	https://eservice.gehealthcare.com/ GEHIESupport@ge.com 877-740-2934	(877) 740-2934

12. **PRIORITY LEVELS.**

Every service request that is logged with the GE Centricity Support Center is assigned a priority. To help manage technical support issues, customers are asked to identify the priority of the issue according to the following guidelines. Note: Critical priorities are not available via eService and must be reported via phone.

Priority Levels	
Critical	System/product is entirely unusable, down, or unavailable.
High	System/product is available, but on a limited or intermittent basis.
Medium	System/product is available; the issue reported is a question about intended functionality or technical specification.
Low	System/product is available; the issue reported is a request for documentation, training, upgrade, application support, etc.

13. **RESPONSE TIME GOALS.**

Response time measures the time it takes a customer to reach a qualified support representative using the appropriate communication method (see Support Center Contact Information table). GE Healthcare's intent is to meet/exceed these goals.

Note: Critical priority service requests must be submitted via telephone.

Response within...	Critical	High	Medium	Low
Telephone	30 minutes	60 minutes	Within 8 business hours	Next business day
Web	Not available	60 minutes	Within 8 business hours	Next business day
Voice Mail	Not available	Not available	Within 8 business hours	Next business day
Fax	Not available	Not available	Next business day	Next 2 business days
Email	Not available	Not available	Next business day	Next 2 business days

14. **DIAGNOSIS AND LIFECYCLE OF AN ISSUE.**

Customers work directly with the assigned GE Centricity support professional until the service request is closed. If a new software defect is identified, it will be logged and assigned a tracking number. The GE Centricity support professional will check for an existing solution and communicate it to the customer. If none is currently available or the problem cannot be reproduced, the Customer support professional will make a good faith effort to identify a temporary solution that may consist of sufficient programming and operating instructions to bring the software into material conformity with the documentation for the applicable GE Centricity software. Some defects do not materially affect the GE Centricity software solution and may not be fixed. The customer may contact the GE Centricity support organization at any time, reference the tracking number and ask for the current status of the issue. Pursuant to Section 12.5 of the Agreement, authorized PHD staff can access the Database online to check the current status or history of an issue.

If the diagnostic process indicates there is an issue with the hardware, operating systems, network, backup software or other software not covered in the quotation, the customer will be asked to contact the appropriate resources within the customer's organization or the appropriate third party vendor. In these cases, any additional work on the issue by the GE Centricity support organization will be provided on a time and materials basis at then-current rates.

Software support required to troubleshoot an error that GE Healthcare determines is caused by any misuse or modification of the software, disaster, power failures, network outages, viruses, software not provided by GE Healthcare, or for other causes not attributable to GE Healthcare will be performed at then-current rates plus reasonable travel and living expenses.

15. **SOFTWARE UPDATES.**

Enhancement releases, major and minor, include product feature and/or functionality modifications. Maintenance releases include error corrections and modifications to improve product reliability. Both enhancement and maintenance releases, and related customer documentation, are generally made available to customers with a valid software support contract unless specified otherwise in the applicable quotation. Failure to upgrade to the latest approved release may result in additional support fees and will adversely impact our ability to deliver the highest quality support. Maintenance Releases are meant to be easily installable and customers are encouraged to remain current on Maintenance Releases to receive the benefit of available software corrections. Actual frequency, versioning, and release types may vary depending on the GE Centricity software solution. The purchase of hardware or non-GE software (including upgrades to third party software) required for software releases is the responsibility of the customer. Installation of software updates and related professional services, if required, will be charged on a time and material basis unless specified otherwise in the quotation.

16. **ENHANCEMENT RELEASES.**

Major - A major release is any version of licensed software that GEHC makes generally available to customers currently purchasing GE Centricity software support to deliver new functional capabilities or applications, enhancements and/or major changes or upgrades to the software architecture or file structure along with the latest error corrections. Such releases may be identified by a release number that is to the left of the first decimal point, such as 3.x.

Minor - A minor release is any version of licensed software that provides error corrections and/or enhances the functionality of a current major release. Minor releases usually do not involve major changes or provide significant, new functional capabilities or applications, or changes to the Centricity Software's architecture or file structure. Such releases may be identified by a number to the right of the first decimal point, such as x.1

17. **MAINTENANCE RELEASES.**

Maintenance. A maintenance release is the distinctly identified collection and packaging of error corrections and/or system performance or adjustments of a specific minor release of the Centricity software. Such releases may be identified by a release number that is to the right of the second decimal point, such as x.y.1 or x.y.2

Service Pack. A service pack release is a collection of updates, fixes and/or in exceptional cases enhancements to a software program delivered in the form of a single installable package. Such releases may be identified by a release number that is to the right of the third decimal point, such as x.y.z.1 or x.y.z.2

New Modules. From time to time, GE Healthcare will develop additional software modules that offer customers additional functionality beyond the current scope of what is installed. New modules are priced separately, by module, and become available with enhancement releases. The implementation of a new module is subject to software license, installation, professional services, and maintenance fees, and may require prerequisite GE Centricity software release.

Migration. GE Healthcare may leverage newer technologies or add to existing technology to achieve better performance. The result may be a distinctly different product and platform offered within GE Centricity software solutions. The implementation of a migration is subject to software license, installation, professional services, and maintenance fees.

18. **SOFTWARE LIFECYCLE.**

GE Healthcare provides support services for the then most current GE Centricity software solution major release plus one prior version (for example, if the most current major release is version 3.0, and customer is on version 2.1 but version 2.5 is available, customer must upgrade to at least minor release version 2.5.). Timely installation of current releases keeps Customer systems operating optimally. Customers requiring product support on older releases may be asked to bring their system current prior to any further software deliveries, unless the support issue is critical. Failure to upgrade a major release may result in additional support fees or surcharge and will adversely affect GE Healthcare's ability to deliver the highest quality support. When a new major release of GE Centricity software becomes available, GE Healthcare will no longer commercially market the previous version.

19. **THIRD-PARTY SOFTWARE AND OPERATING SYSTEMS.**

Customers are required to be live on the third party software and operating system as defined in the applicable GE Centricity software release documentation. Updates to the third party software are the responsibility of the customer. Before proceeding with the update, the customer must contact the GE Centricity support organization. Server operating system upgrades may be included with GE Centricity software updates per the applicable release documentation. However, purchasing and installing workstation (client) operating system upgrades is the responsibility of the customer.

20. **ESCALATION PROCESS.**

Customers may request to escalate a service request whenever they feel the GE Centricity support organization is not providing the level of attention the customer believes is warranted. To escalate a service request, the customer should contact the GE Page 4/6 GE Healthcare Centricity® Software Support Policy Last edited 03/01/2010/9:15 AM Centricity support organization and request to be connected to a support manager. The manager will work with the customer to create a plan to resolve the issue. When escalating a service request, the customer should reference the service request number in all communications.

21. **UNPLANNED MODIFICATIONS.**

Customers should inform the GE Centricity support organization of any major modifications that in any way may affect the GE Centricity software, including, but not limited to: third party products, interface engines, network modifications and/or system changes. If Customers do not arrange for support from GE resources ahead of time and these modifications affect the GE Centricity software solution, all relevant expenses will be billed to the customer.

22. **VIRUS POLICY.**

GE Healthcare will exercise commercially reasonable efforts to monitor the IT security industry, and our hardware and software vendors for notification of new security vulnerabilities. Vulnerabilities will be evaluated for their applicability and severity and any required subsequent actions by GE Healthcare will be based on the results of that evaluation. Due to the high volume and frequent occurrence of these issues, not all patches or fixes released by third party vendors may be made available to customers. Customers should contact the GE Centricity support organization to inquire about the availability or status of specific security patches and fixes.

23. **DATABASE MAINTENANCE POLICY.**

GE Healthcare is not responsible for database maintenance, unless specifically provided otherwise in the applicable quotation between the customer and GE Healthcare. All activities related to system maintenance, including backup, archive and data integrity are the responsibility of the customer. In addition, customers are not permitted to alter any database's schema in any manner unless explicitly directed to do so by the GE Centricity support organization. In addition, the creation of non-standard views in the database must be reviewed and approved by the GE Centricity support organization. Changes without the GE Centricity support organization's full knowledge and consent will void the customer's support services. Customers may not use third party utilities or programs to read and analyze the content of production databases unless otherwise stated in the agreement between the customer and GE Healthcare. Software support required to troubleshoot an error resulting from misuse or modification of any database's schema or downtime/performance issues caused by these tools will be performed at then-current rates plus reasonable travel and living expenses, including travel time.

24. **VOICE OF CUSTOMER.**

GE places customer success above all other objectives and counts on customer feedback to measure the overall level of satisfaction with GE services and methods of delivery. The data is frequently compiled and analyzed to enhance existing programs and identify opportunities for new ones. GE considers performance improvement of our support staff paramount to success as an organization, and the results of customer surveys help management focus on areas with the most potential for individual, team and organizational improvements. Feedback is solicited via:

Event Surveys. Upon closure of Customer-reported service requests, a survey may be initiated to record the details of the customer's interactions with the GE Healthcare support staff. Questions range from overall satisfaction with the event to satisfaction with GE response times and the quality of the proposed resolution.

Periodic Surveys. GE Healthcare provides healthcare professionals including CFOs, CIOs, Directors, Managers, and Clinicians the opportunity to complete more detailed surveys related to GE Healthcare software applications and services.

Independent Surveys. GE Healthcare participates in surveys conducted by independent research firms. These firms partner with thousands of healthcare professionals including CFOs, CIOs,

Directors, Managers, and Clinicians to create a dynamic database of performance information on healthcare information technology (HIT) vendors.

Customer Conferences. GE Healthcare sponsors User Summits that bring together users from around the world to collaborate with each other, discover best practices, participate in concentrated workshops, and explore technology-focused exhibits. The Summit's networking environment facilitates the flow and exchange of ideas that help each attendee and their organization benefit from the Collective Knowledge of the GE Healthcare Users. In addition, the conferences are an opportunity for us to provide business updates. GE Healthcare also maintains a presence at a variety of industry conferences. Customers are encouraged to visit the GE Healthcare Customer Web for announcements about upcoming User Summits and GE Healthcare participation at conferences <http://www.gehealthcare.com/user/security/cis/index.html>

25. GE CENTRICITY CUSTOMER WEB.

The GE Centricity customer web provides customers with information about some GE Centricity software solutions, services and support, release information, training, documentation materials, user group meetings, and more. It is recommended that customers check the website frequently for updates. <http://www.gehealthcare.com/user/security/cis/index.html>

26. SOFTWARE SUPPORT SERVICES PERIOD.

GE Healthcare will make available support services and GE Centricity software updates for the period for which applicable fees have been paid. If payment of the software support services fees lapse for longer than 30 days, a reinstatement fee inclusive of the associated costs to bring the system current (among other fees) shall be charged. The software support service fees are specified in the applicable quotation and are non-refundable. Subject to the Software Lifecycle section set forth above, GE Healthcare is not obligated to provide software support services beyond the end of the software support services period for which applicable fees have been paid and makes no representations or guarantees about the ability for customers to subsequently receive software support services or as to the cost of such.

27. CONFIDENTIALITY AND PROPRIETARY RIGHTS.

This document is the confidential property of GE and/or its affiliated entities. It is furnished to, and may only be used by, customers and their employees under a written agreement with GE and may only be used in accordance with the terms of that agreement. The access and use of this document is restricted to customers and their employees. The user of this document agrees to protect the confidentiality of the information contained herein and GE's proprietary rights as expressed herein and not permit access to this document by any person for any purpose other than as an aid in the use of the GE software. In no case may this document or any portion hereof be accessed, made available, examined, or copied for the purpose of developing, marketing, or supporting any system or computer program similar to the GE software. No part of this document may be copied without the prior written permission of GE. The information in this document is subject to change by GE without notice.

EXHIBIT I
INITIAL PROJECT PLAN

Task Name	Start	Finish	Duration
GE Centricity Contract Negotiations Complete	2-14-2011	2-14-2011	0d
Receive Server Hardware	3-15-2011	3-15-2011	0d
Install and Configure Hardware	3-15-2011	4-1-2011	14d
Install GE Centricity EMR Software	4-4-2011	4-6-2011	3d
GE Centricity EMR Technical Configuration	4-7-2011	4-13-2011	5d
Project Kickoff Meeting with GE	3-15-2011	3-15-2011	1d
EMR Planning Sessions & Setup Decisions	3-16-2011	6-28-2011	75d
Clinical Content & Workflow design, development, testing and modifications	3-15-2011	9-12-2011	130d
Super User Training	4-1-2011	6-2-2011	45d
System Interfaces (McKesson, Aspyra, and BtB, and Docutrak, Biscom)	3-15-2011	9-12-2011	130d
ePrescribing & SureScripts Setup and Implementation	5-2-2011	8-19-2011	80d
End User Training	6-3-2011	9-22-2011	80d
Comprehensive System and Integration Testing	9-13-2011	10-24-2011	30d
User Acceptance & Formal Signoff	10-25-2011	10-25-2011	0d
Production Deployment in Lompoc HCC	11-2-2011	12-31-2011	40d
Production Deployment at site #2	1-3-2012	2-27-2012	40d
Production Deployment at site #3	3-1-2012	4-9-2012	30d
Production Deployment at site #4	4-10-2012	5-21-2012	20d
Project Closure	5-22-2012	6-18-2012	20d
Release Remaining Staff	7-2-2012	7-2-2012	1d

EXHIBIT J

HIPAA BUSINESS ASSOCIATE AGREEMENT

(Version: July 7, 2009)

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the CONTRACTOR may use or disclose Protected Health Information ("PHI")¹ to perform functions, activities or services for or on behalf of the COUNTY, as specified in the underlying agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), the California Confidential Medical Information Act (CMIA), or other state or federal laws. The uses and disclosures of PHI may not exceed the limitations applicable to the COUNTY under the regulations except as authorized for management, administrative or legal responsibilities of the CONTRACTOR. PHI includes without limitation "Electronic Protected Health Information" ("EPHI")².

2. Business Associates Held to the Same Standards as Covered Entities

The Business Associate/CONTRACTOR understands that HIPAA and CMIA hold the Business Associate to the same standards of responsibility and liability for the protection of confidential medical information as those required of the Covered Entity.

3. Applicable Laws

Laws which will apply to the Business Associate, include, but are not limited to: the Health Insurance Portability and Accountability Act (HIPAA), a federal law; the California Confidential Medical Information Act (CMIA), a state law; other federal and state laws pertaining to the protection of patient/client privacy and the security of confidential medical information.

4. Requirement to Train Own Employees and Workforce

The CONTRACTOR has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers, independent contractors, and subcontractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the CONTRACTOR's workforce, who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

¹ "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

² "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

5. Further Disclosure of PHI

The CONTRACTOR shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

6. Safeguarding PHI

The CONTRACTOR shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. CONTRACTOR shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that CONTRACTOR creates, receives, maintains or transmits on behalf of COUNTY. The actions taken by the CONTRACTOR to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus/antispyware software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic privacy and security training.

7. Unauthorized Use or Disclosure of PHI

The CONTRACTOR shall report to the COUNTY any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the HIPAA Privacy Rule, the HIPAA Security Rule, or CMIA. CONTRACTOR shall report to COUNTY any privacy or security incidents within 2 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. The Business Associate shall also be compliant with all HIPAA and CMIA reporting requirements (to federal or state authorities) pertaining to any privacy or security breaches of confidential medical information.

8. Agents and Subcontractors of the Business Associate

The CONTRACTOR shall ensure that any agent, including a subcontractor, to which the CONTRACTOR provides PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the CONTRACTOR with respect to such information. The CONTRACTOR shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. CONTRACTOR shall not use subcontractors or agents, unless it receives prior written consent from COUNTY.

9. Access to PHI

At the request of the COUNTY, and in the time and manner designated by the COUNTY, the CONTRACTOR shall provide access to PHI in a Designated Record Set to an Individual or the COUNTY to meet the requirements of 45 Code of Federal Regulations Section 164.524.

10. Amendments to Designated Record Sets

The CONTRACTOR shall make any amendment(s) to PHI in a Designated Record Set that the COUNTY directs or at the request of the Individual, and in the time and manner designated by the COUNTY in accordance with 45 Code of Federal Regulations Section 164.526.

11. Documentation of Uses and Disclosures

The CONTRACTOR shall document such disclosures of PHI and information related to such disclosures as would be required for the COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. CONTRACTOR agrees to implement a process that allows for an accounting to be collected and maintained by CONTRACTOR and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

12. Accounting of Disclosures

The CONTRACTOR shall provide to the COUNTY or an Individual, in the time and manner designated by the COUNTY, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the COUNTY to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528.

13. Records Available to Covered Entity and Secretary

The CONTRACTOR shall make available records related to the use, disclosure, security and privacy protection of PHI received from the COUNTY, or created or received by the CONTRACTOR on behalf of the COUNTY, to the COUNTY or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the COUNTY's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the COUNTY or the Secretary.

14. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the CONTRACTOR shall:

- (1) Return all PHI received from the COUNTY, or created or received by the CONTRACTOR on behalf of the COUNTY required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the COUNTY, or created or received by the CONTRACTOR on behalf of the COUNTY.

This provision also shall apply to PHI in possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR, its agents or subcontractors shall retain no copies of the PHI. However, CONTRACTOR, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 11 of this Exhibit for a period of six years after termination of the underlying Agreement.

- b. In the event the CONTRACTOR determines that returning or destroying the PHI is not feasible, the CONTRACTOR shall provide the COUNTY notification of the conditions that make return or destruction not feasible. If the COUNTY agrees that the return of the PHI is not feasible, the CONTRACTOR shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the CONTRACTOR, or any of its agents or subcontractors, maintains such PHI.

15. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the COUNTY to comply with the requirements of the Privacy Rule and its implementing regulations.

16. Mitigation of Disallowed Uses and Disclosures

The CONTRACTOR shall mitigate, to the extent practical, any harmful effect that is known to the CONTRACTOR of a use, disclosure or exposure of PHI by the CONTRACTOR in violation of the requirements of the underlying Agreement or of the HIPAA Privacy and Security Rules or CMIA.

17. Termination of Agreement

The COUNTY shall terminate the underlying Agreement upon knowledge of a material breach by the CONTRACTOR of which the CONTRACTOR fails to cure.

18. Definitions


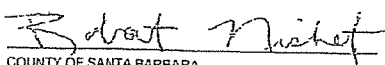
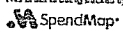
Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

19. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit COUNTY to comply with the HIPAA Privacy Rule, the HIPAA Security Rule and CMI.

EXHIBIT K

HARDWARE PURCHASE AGREEMENT

		COUNTY OF SANTA BARBARA PURCHASING AGENT 105 EAST ANAPAMU ST. RM. 304 SANTA BARBARA, CA 93101		ORDER													
				CN11925													
REFER INQUIRIES TO BUYER: MARK MASONER Phone: 805-568-2692 Fax: 805-568-2705		SHIP-TO: PUBLIC HEALTH STOREROOM IT MANAGER 315 CAMINO DEL REMDIO SANTA BARBARA, CA 93110 Phone: 805/691-5171		Page No. 1 of 1													
SUPPLIER: Atn: CHRISTY SHEA GE HEALTHCARE 40 IDX DRIVE SOUTH BURLINGTON, VT 05403-7771 Phone: 415-652-5166 Fax: 415-704-3337		BILL TO: PUB HLTH, GEN ACCTG ACCTG TECH SUPERVISOR 300 N SAN ANTONIO RD SANTA BARBARA 93110 Phone: 805/691-5182		PO Date FEB/16/2011													
<table border="1"> <tr> <th>TERMS</th> <th>FOB</th> <th>SUPPLIER CODE</th> <th>DELIVERY DATE</th> <th>REQUESTED BY</th> <th>REQ. NO.</th> </tr> <tr> <td>CASH</td> <td>FOB ORIGIN, PREPAY AND ADD</td> <td>21918</td> <td>JUN/30/2011</td> <td>DAN REID</td> <td>1255</td> </tr> </table>		TERMS	FOB	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.	CASH	FOB ORIGIN, PREPAY AND ADD	21918	JUN/30/2011	DAN REID	1255				
TERMS	FOB	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.												
CASH	FOB ORIGIN, PREPAY AND ADD	21918	JUN/30/2011	DAN REID	1255												
<table border="1"> <tr> <th>LN</th> <th>QUANTITY</th> <th>G/E ACCOUNT DESCRIPTION</th> <th>PRICE/UNIT</th> <th>EXTENSION</th> </tr> <tr> <td>1</td> <td>1 LOT</td> <td>0042+041+8301+1691+0000+0000</td> <td>378,775.92 /LOT</td> <td>378,775.92</td> </tr> </table>		LN	QUANTITY	G/E ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION	1	1 LOT	0042+041+8301+1691+0000+0000	378,775.92 /LOT	378,775.92						
LN	QUANTITY	G/E ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION													
1	1 LOT	0042+041+8301+1691+0000+0000	378,775.92 /LOT	378,775.92													
GE HEALTHCARE - PURCHASE CONTRACT GENERAL: Contract Issued to Purchase EHR Hardware Per Attached GE Quotation, Clarity SOW and Standard Terms & Conditions For Independent Contractors dated 2/16/11. LIMITATIONS: Total expenditure shall not exceed \$378,775.92. Any increase in this total amount may be authorized only upon written notice from the County Purchasing Manager. FORM OF PAYMENT: The County of Santa Barbara will pay cash for this purchase and will NOT seek financing from GE Healthcare.																	
Tax 1: 0.00 Tax 2: 0.00 Total: 378,775.92																	
(1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence. (2) Mail invoices prepared in triplicate unless indicated otherwise (include your taxpayer I.D. on invoice to the county), to the 'Bill to' address. (3) All duty and/or taxes must be shown separately on invoice where applicable. (4) This order is subject to the terms and conditions stated. (5) See reverse for non-discrimination in employment, hazardous chemicals, equipment safety standards.		 COUNTY OF SANTA BARBARA															
This order is being tracked by: 		Supplier															

**STANDARD TERMS & CONDITIONS
FOR INDEPENDENT CONTRACTORS**

THESE TERMS & CONDITIONS apply to this Contract established between the County of Santa Barbara, a political subdivision of the State of California ("County") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor or General Electric Company through its Healthcare Division" on the Contract form to which this document is attached ("GE Healthcare"), including GE Healthcare's agents, employees or sub-contractors. GE Healthcare's signature means authorized agents of GE Healthcare have read and accepted these terms and conditions. The Contract includes this agreement, a Quotation and a Statement of Work from Clerity Solutions, Inc. ("Statement of Work"), all of which are attached hereto.

1. PURCHASE OF HARDWARE FOR ELECTRONIC HEALTH RECORD PROJECT. The County's purchase of the hardware and embedded third-party software outlined in the attached Quotation is considered Phase 1 of the Public Health Department's Electronic Health Record project. The parties anticipate that this Contract will be incorporated as an exhibit to the System Agreement to be executed by the parties for licensing of GE Healthcare's Centricity Electronic Health Record software and related services necessary to implement the system.

2. DELIVERY OF HARDWARE. The hardware will be delivered to County after all of the site preparation work outlined in the Statement of Work has been completed. With respect to any item of hardware or third party software, the delivery of the hardware or third party software by GE Healthcare or the supplier of the hardware or third party software to a common carrier for transport to the County or to any location specified in writing by or on behalf of the County will constitute delivery of the hardware. County agrees to pay all shipping, handling and delivery insurance costs that will be billed as incurred.

3. SUPPLIERS' TERMS. Software described in the Quotation and the Statement of Work as third party software is licensed to County pursuant to GE Healthcare sublicenses with third-party vendors. Maintenance and support services for the third party software described in the Quotation and the Statement of Work are provided by GE Healthcare as first line support. Third party software and third party hardware are covered by the third-party manufacturer/supplier's warranties, to the extent available. COUNTY ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, HAVE BEEN MADE BY GE HEALTHCARE AS TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE.

4. BILLING & PAYMENT. GE Healthcare will submit an invoice, which must include the contract number assigned by Purchasing (see Contract form), to the "Bill-To" address on the Contract form upon final delivery of the hardware. Unless otherwise specified in the Contract, County will make payment within thirty (30) days from presentation of invoice. Late fees shall accrue on all amounts not paid within forty-five (45) days of invoice date.

5. TAXES. Prices listed on the attached Quotation do not include sales, use, gross receipts, excise, valued-added, services or any similar transaction or consumption taxes ("Taxes"). County acknowledges and agrees it shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest and penalty by any taxing authority, County agrees to reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, for taxes based on its net income or gross receipts, or for taxes that include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

County of Santa Barbara / GE Healthcare

February 15, 2011
Page 1 of 2

6. **RECORDS, AUDIT, AND REVIEW.** GE Healthcare must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of its profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. County will have the right to audit and review all such documents and records at any time during GE Healthcare's regular business hours or upon reasonable notice.

7. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and GE Healthcare agrees to comply with that ordinance.

8. **NONEXCLUSIVE AGREEMENT.** GE Healthcare understands that this is not an exclusive Contract and that County has the right to negotiate with and enter into contracts with others providing the same or similar services as those GE Healthcare provides.

9. **ASSIGNMENT.** GE Healthcare will not assign any of its rights nor transfer any of its obligations under this Contract without the prior written consent of County, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. **NOTICE.** *From GE Healthcare:* GE Healthcare must send or deliver any required notice to both the Public Health Department and to Purchasing at the addresses appearing on the Contract form. *From County:* Either the Public Health Department or Purchasing must send or deliver any required notice to GE Healthcare at the address last known to the sender, with a copy also sent to the other. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.

11. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.

12. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

13. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.



GE Healthcare

Quotation

County of Santa Barbara, Public Health Department

February 15, 2011

Investment Summary

Hardware Schedule	\$257,798.52
Third Party Software Schedule	\$150,518.40
Third Party Additional/Professional Services	\$32,910.00
Discounts	[\$62,451.00]
Total One Time Investment	\$378,775.92

GE Healthcare

February 15, 2011
Page 1 of 4



GE Healthcare
 County of Santa Barbara, Public Health Department
 February 15, 2011
 Hardware Services Schedule

<u>Qty</u>	<u>Description</u>	<u>List Price</u>	<u>Monthly Maintenance</u>	<u>Discount</u>	<u>Client Net</u>
Other Hardware					
1	Packaged Tier 4 HA EMR 9.5 VMWare server Two hp Proliant DL370G6 4U Rackmount Server each with two quad-core Xeon processor, 72GB Memory, two 146GB, P2000G3 SAN with (63) 146GB 15k drives, DVD, 3 year 7x24 hardware support, VMWare vSphere Enterprise with 3 year 7x24 VMWare support.	\$110,311.00	\$0.00	\$0.00	\$110,311.00
1	Certified and Qualified Packaged Tier 4 EMR 9.5 Utility server hp Proliant DL370G6 4U Rackmount Server with one quad-core Xeon E5540 processor, 4GB Memory, two 300GB and six 1TB disks, DVD, 3 year 7x24 hardware support, Redundant Power, ILO, VMWare vCenter Standard with 3 year 24x7 support.	\$19,084.52	\$0.00	\$0.00	\$19,084.52
1	Certified and Qualified Packaged Backup tape which includes an HP 1/8 U920 SAS Autoloader, (10) 800GB tapes, (1) cleaning tape	\$6,755.00	\$0.00	\$0.00	\$6,755.00
3	Certified and Qualified Packaged EMR 9.5 Terminal Server hp Proliant Packaged DL370G6 4U Rackmount Server with two quad-core Xeon processors, 72GB ECC Memory, four 300GB disks, DVD, 3 year 7x24 hardware support, VMWare vSphere Enterprise with 3 year 24x7 VMWare support.	\$77,055.00	\$0.00	\$0.00	\$77,055.00
1	Certified Tier 4 Integration and Installation Validation, Inventory, staging and integration of servers (Including HA), storage and rack HW. OS, Vm and SQL loads Up to 2 days onsite configuring servers 2 hrs VM 4.0 101 navigation training Data Recovery backup Project Management All T & L expen	\$33,060.00	\$0.00	\$0.00	\$33,060.00
1	Hardware Package Discount GE Additional Complete Order Hardware Discount, applies only if the entire quote, as proposed, is purchase from GE.	\$0.00	\$0.00	\$62,451.00	(\$62,451.00)
1	HP 42U Rack with two R5500 UPS, TFT monitor, EVM console switch.	\$11,533.00	\$0.00	\$0.00	\$11,533.00
Other Hardware Total		\$257,798.52	\$0.00	\$62,451.00	\$195,347.52
Total Hardware Schedule		\$257,798.52	\$0.00	(\$62,451.00)	\$195,347.52

GE Healthcare

February 15, 2011
Page 2 of 4



GE Healthcare

County of Santa Barbara, Public Health Department

February 15, 2011

Third Party Software, Maintenance and Support Schedule

<u>Qty</u>	<u>Description</u>	<u>List Price</u>	<u>Monthly Maintenance</u>	<u>Discount</u>	<u>Client Net</u>
340	Citrix Pres Svr v6 Advanced - XenApp Advanced Citrix Presentation Server v6 Advanced (CPA) Concurrent User w/Subscription Advantage. Citrix Refund Policy - No Returns/Refunds. All purchases are final with no right of return.	\$119,000.00	\$0.00	\$0.00	\$119,000.00
1	Acronis 4VIP T2 HA 4 servers	\$18,741.00	\$0.00	\$0.00	\$18,741.00
2	Acronis 4VIP T2 HA 4 servers Acronis 3VIP T1 Backup Solution	\$12,777.40	\$0.00	\$0.00	\$12,777.40
1	Acronis Advanced Server 10, Backup and recovery 10, Certified installation, support Oracle Dataguard Installation Service	\$0,150.00	\$0.00	\$0.00	\$0,150.00
1	Installation Services for Dataguard production AND test configuration, Clone Data, Build Broker/Max Availability, HA clients remotely. Oracle Dataguard Annual Support Service One year support services for Oracle Dataguard.	\$23,760.00	\$0.00	\$0.00	\$23,760.00
Total Third Party Software, Maintenance and Support Schedule		\$183,428.40	\$0.00	\$0.00	\$183,428.40

GE Healthcare

February 15, 2011
Page 3 of 4



GE Healthcare
County of Santa Barbara, Public Health Department
February 15, 2011
Third Party Software, Maintenance and Support 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%	\$150,518.40		
Third Party Additional Professional Services	100%	\$228,257.52		
Total DELIVERY		\$378,775.92	\$0.00	\$0.00
Total One Time Investment		\$378,775.92	\$0.00	\$0.00

GE Healthcare

February 15, 2011
Page 4 of 4



February 11, 2010

Statement of Work

Thank you for your interest in Clerty Solutions (Clerty or "Consultant") and our service offerings. We are pleased to present this Statement of Work to GE HEALTHCARE for your review, approval and signature.

This Statement of Work (SOW) defines the tasks performed, the responsibilities of GE HEALTHCARE and their end client, the deliverable materials, and the project completion criteria.

Under this Agreement, Clerty is engaged to provide technical services to GE HEALTHCARE for only those services defined in under this Statement of Work. Clerty understands that the work to be performed under this Agreement will be on behalf of GE Healthcare's customer, County of Santa Barbara ("Customer"), and that we will work under the direction, control and supervision of GE HEALTHCARE. GE HEALTHCARE references within this document mean the entity specified below with the understanding that requirements and assumptions may apply to the Customer. To place an order for this service, please see the ordering information on the SOW Acceptance Page.

SOW Information

GE HEALTHCARE Contact Information

Shirley Stevenson
GE Healthcare | Healthcare IT
Technology Solution Specialist
Technology Sales Group, EMR & CPS
Western and Central Territories

(760) 637-2344 Office
shirley.stevenson@ge.com

Clerty Contact Information

Project Manager: Bryan Davis
Email: bdavis@clerty.com
Phone: 630-981-6104

Accounts Payable: Regina O'Connor
Email: roconnor@clerty.com
Phone: 630-981-6102

SOW Number: 110210A
Service Provider: GE Healthcare
Client Name: *County of Santa Barbara*
Project Name: GE Centricity EMR Oracle Platform
Work under this engagement will be performed at:
Integration center followed by onsite at the customer location

County of Santa Barbara Centricity EMR Oracle Platform for GE
SOW#110210A Initials _____

February 11, 2011
Page 1 of 9



1.0 Scope of Work

This Statement of Work has been prepared specifically for GE Healthcare. Beginning on a mutually agreed upon date, GE Healthcare will provide a qualified technical consultant(s) to perform the following tasks:

1.1 Virtual machines

1. Receive and inventory each parcel and its contents against the provided bill of material (BOM), inspecting each item for visible damage and address any and all issues with the received material.
2. Build the equipment in accordance with GE Healthcare configuration layout recommendations as documented in the hardware Bill of Materials.
3. Load each server and create each virtual machine using the Clarity server build process for EMR virtual machines, create build sheets for each server and include the build documents as part of the site guide along with the final as built diagrams.
4. Integrate, rack and cable and load the appropriate Windows OS, VMware and SQL on the following servers/ Storage:
 - GE Centricity EMR Primary Hosts VMware Cluster (HA) Servers; two DL370 with virtual machines including GE Centricity EMR Oracle Platform Database DEX / DTS, APP, eRX, Kryptiq suite connected to common storage implemented in a P2000 SAN.
 - Utility Server DL370 for Vcenter and backup connected to 1/8 U920 autoloader.
 - Three primary Citrix servers for 125 users each, total 340 users divided on VM's on the primary servers created on Three DL370 physical servers.
 - Fully build out the 42U Rack integrating the two R5300 UPS', KVM and switches. Install and use best wiring practices to construct the network cabling and the power distribution units.
5. Confirm that the hardware components power on properly and are in good working order. If hardware issues arise during staging, Clarity will place a call to the appropriate service provider to obtain repair or replacement services.
6. Obtain all necessary license agreements and license keys prior to install from the vendor or client as needed.
7. Mirror the disks that will contain the operating systems for the servers.
8. Load the windows Operating systems / software to the GE Healthcare specifications supplied. Complete the GE Healthcare hardware and software installation checklist and send a copy of the checklist with the server when shipped.
9. Update all firmware and maintenance levels to the latest acceptable and recommended versions.

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10. Label the servers and all cables.
11. Test the functionality of the server.
12. Attached the two primary servers to the P2000 Storage / SAN.
13. Update HBA firmware on application servers as necessary.
14. Install latest HA drivers on application servers as necessary.
15. Create the required LUN's on the P2000 for the two primary HA Servers.
16. Carve storage LUNS per the GE sizing document.
17. Zone and assign the new LUN's to their respective hosts.
18. Verify that the new LUN's are visible to the application servers.
19. Collect data and add to the project documentation.
20. Ship the completed hardware to the customer contact with shipping and tracking information as provided.

Onsite:

21. Test all hardware following shipment, ensure all hardware is fully operational. Confirm that the hardware components power on properly and are in good working order. If hardware issues arise during installation at the customer site, Clarity will place a call to the appropriate service provider to obtain repair or replacement services.
22. Test the basic functionality of the servers, change configurations as necessary for GE Healthcare best practices. Verify the configurations.
23. Configure and test all network connections. Configure interfaces as needed, configure the network with Customer supplied IP addresses.
24. Label each server and all cables.
25. Test the functionality of the servers.
26. Hand off to the GE Healthcare team and supply VPN access if necessary.
27. Provide up to 8 hours of remote implementation installation support to the customer and GE Healthcare team.
28. Work with the GE Healthcare engineers as needed to complete the installation.
29. Install, configure and document the base Citrix environment, Citrix installation is described below.
30. Complete the GE Healthcare hardware and software installation checklist and leave a copy of the checklist with the customer. Provide post installation documentation to the Customer and GE Healthcare.



1.2 VMware HA

For the two DL370 servers, VMware hosts:

1. Hold a pre-installation planning meeting(s).
2. Feasibility review (identify any single points of failure).
3. Test plan creation and presentation.
4. Test plan acceptance and signoff.
5. Configure the HA functionality to the design.
6. Load the appropriate Windows OS to match the software revision.
7. Install and configure VMware.
8. Install latest patch revisions in production environment.
9. Install and configure VMware cluster environment.
10. Configure the proactive monitoring of the servers and virtual machines.
11. Configure the automatic detection of server failure.
12. Install latest patch revisions in environment.
13. Test HA physical functionality of the installation, by testing the rapid restart of all VM's affected by server failure.
14. Test the optimal placement of VM's following a failure.
15. Test the restoration of the original environment once the failed server returns to service.
16. Final functional test of VMware failover after application is installed and stable per the test plan
17. Provide knowledge transfer to the customer as appropriate.
18. Expected Knowledge transfer time 4 hours of personalized training.



1.3 Utility server

For the utility server:

1. Obtain all necessary license agreements and license keys prior to install from the vendor or Customer as needed.
2. Mirror the disks that will contain the operating systems for the servers.
3. Load the Windows Operating System/software to the GE Healthcare specifications supplied. Complete the GE Healthcare hardware and software installation checklist and leave a copy of the checklist with the Customer.
4. Cable and Install the U920 Autolender tape device.
5. Load the drivers and ensure that the tape device is recognized in Windows.
6. Prepare documentation for the site guide to be used by the Acronis installation team.
7. Load the VMWare Vcenter license for cluster management (HA).

1.4 Citrix Installation:

1. For three (3) Citrix Servers; Install and configure Citrix Server Farm DataStore on the DataStore server.
2. Apply 340 Windows RDS Client Access Licenses to the new Citrix servers.
3. Install and configure Citrix Server Load-Balancing Farm on the application servers.
4. Design, install and configure Citrix Access Front-End Components (Web Interface, Secure Gateway, TS & Citrix Licensing Components).
5. Secure incorporation of the Citrix Farm into existing/new network environment.
6. Publish Centricity (and other primary) applications in the server farm.
7. Optimize server farm for maximum performance/scalability in the production environment.
8. Address remote client accessibility issues (including remote client access, remote printing/scanning/image acquisition).
9. Provide knowledge transfer of Citrix management tools usage.
10. Provide short-term post installation/production transition support.
11. Address any end-user special request/circumstances.



Assumptions:

All necessary equipment including power and cabling will be on-site and functional prior to the consultant arriving at the Customer site. Failover testing will require forced failover of the hardware and applications running in the cluster; the consultant will be provided ample time and access to the systems to perform the tests. LUN definitions for the additional storage will be supplied to the consultant upon arrival at the Customer site.

Knowledge Transfer:

Perform one (1) end-user solution systems administration consulting session, not to exceed four (4) hours, for up to six (6) system administrators.

This consulting session / knowledge transfer will cover the following topics:

- 1) Rack and Rack Systems
 - a) Review of the rack systems to include:
 - i) Power connections
 - ii) Connection and operation of the UPS (s)
 - iii) KVM connections and operation
 - iv) Console operation
 - v) Network Switches (if applicable)
 - vi) Fiber Switches (if applicable)
 - b) For each device review of the following:
 - i) OS Version Service Pack Level, Firmware level
 - ii) Memory installed and allocated
 - iii) File System Layout
 - iv) Review of any specialty drivers
 - v) Software installed
 - vi) Question and Answer
 - c) How to place service calls with the hardware vendor
- 2) Windows Hardware
 - a) Review of hardware components (internal and attached devices)
 - b) Wiring and basic connections



- c) Server chassis and internals and configuration review
- d) For each device review of the following:
 - i) OS Version Service Pack Level, Firmware level
 - ii) Memory installed and allocated
 - iii) File System Layout
 - iv) Review of any specialty drivers
 - v) Software installed
 - vi) VMware and virtual machine review
 - vii) Question and Answer
 - viii) How to place service calls with the hardware vendor
- 3) VMware Configuration and Basic Operation in a HA Environment
 - a) For each device review of the following:
 - i) OS Version Service Pack Level, Firmware level
 - ii) Memory installed and allocated
 - iii) File System Layout
 - iv) Review of any specialty drivers
 - v) Software installed
 - vi) Question and Answer
- 4) Citrix Review
 - a) For each of the Citrix servers review the following:
 - i) Network configuration
 - ii) Citrix farm layout
 - iii) Application and web components
 - iv) Application publishing
 - v) Troubleshooting
 - vi) General Q&A

Please note: this knowledge transfer session is intended to provide valuable information about the configuration and basic functionality of the hardware and operating system. It is not intended to provide administration information specific to an installed application.



Project Management

Clerity provides project management and technical direction for all projects regardless of size. Projects such as this, the project manager may provide the following support:

1. Schedule and coordinate the necessary resources to support the project.
2. Complete change-request documentation as required.
3. Identify, escalate, and document project issues as necessary.

Project Schedule

A tentative schedule has not been identified but the engagement schedule and actual start and completion dates will be negotiated between Clerity and GE HEALTHCARE after Clerity receives a purchase order and signed acceptance of this SOW.

This engagement schedule will be agreed upon in writing or through an email to the project manager 15 days prior to the expected project start date as defined in the general terms and conditions section within this document.

Change Management

Any changes made to the scope of the project once started (i.e., additional labor or materials requested by GE HEALTHCARE) shall constitute a change request.

A Change Management form (change order) will be the vehicle for communicating change. Clerity shall evaluate each change requested by GE HEALTHCARE's Customer and shall provide an impact assessment addressing relevant factors including, without limitation, the necessity for a change in quoted prices or delivery schedules or in any other of the terms and conditions in this statement of work.

A Change Management form will be initiated by Clerity and presented to the GE HEALTHCARE designated project leader and/or authorized representative for review, acceptance and approval.

Customer Responsibilities

1. Customer has the following responsibilities under this Statement of Work:
2. Designate one project representative for GE Healthcare who will be the single-point-of-contact and/or manager of the work performed by Consultant(s).
3. All work scheduled for Consultant(s) must be requested through the Project Manager.
4. Provide direction to Consultant(s) regarding work to be performed.
5. Communicate any issues or changes to the assigned work to the Consultant(s) in a timely manner.

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6. Provide adequate working conditions when Consultant(s) is performing work on Customer's company premises, such as office, desk, telephone, and/or data communications for Consultant(s) to perform assigned work.
7. Ensure that Consultant(s) is given access to all necessary facilities, such as passwords, keys, etc. required to successfully complete assigned work.
8. Inform Customer's employees and contractors of Consultant(s)'s activities, and direct them to provide necessary access and cooperation.
9. Appropriate personnel, resource, and facilities access will be provided to the on site consultant.
10. Work will be performed between 8am and 6pm Monday through Friday, Pacific Time Zone.
11. All appropriate hardware and software must be available to Consultant at start of project.
12. Any issues arising from the failure to adhere to the conditions of this SOW may result in additional charges on the agreement.