

FIFTH AMENDMENT TO SYSTEM AGREEMENT

between

COUNTY OF SANTA BARBARA

and

GE HEALTHCARE

June 6, 2016

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

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

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement to May 31, 2017 to better align with the existing Public Health Department Practice Management System agreement; and

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

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

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

The Agreement is amended as follows:

- 1.40 **MAXIMUM AMOUNT.** The Maximum Amount payable under the terms of this Existing Agreement for GE Software Licenses and Maintenance and Support shall be ~~\$1,792,322.51~~ **\$2,018,682.76** as set forth in Exhibit A and all Amendments. This includes the annual maximum increases for Maintenance and Support for the initial five-year term of the Existing Agreement that expires March 14, 2016.
2. **Term**
The term shall begin on the Effective Date and shall continue ~~for a period of five (5) years,~~ **until May 31, 2017** unless earlier terminated as provided herein. County shall have the right to renew the term for up to ~~three~~ **two**, three-year periods.
- 3.3 **MAXIMUM AMOUNT.** The Maximum Amount payable under the terms of this Existing Agreement for GE Software Licenses and Maintenance and Support shall be ~~\$1,792,322.51~~ **\$2,018,682.76** as set forth in Exhibit A and all Amendments. This includes the annual maximum increases for Maintenance and Support for the initial five-year term of the Existing Agreement that expires March 14, 2016.

The Exhibits are amended as follows:

EXHIBIT B PAYMENT SCHEDULE shall incorporate **EXHBIT B-5 ONGOING SUPPORT AND MAINTENANCE CHANGE ORDER**, attached hereto and incorporated herein by reference.

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

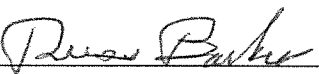
Fifth Amendment for System Agreement between the **County of Santa Barbara** and **GE Healthcare**.

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

COUNTY OF SANTA BARBARA

ATTEST:

Mona H. Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

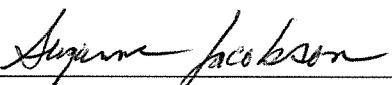
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 7-19-16

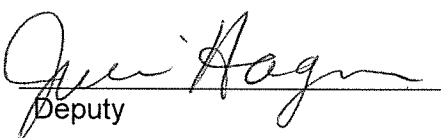
RECOMMENDED FOR APPROVAL:

for Takashi Wada, MD, MPH
Director / Deputy Health Officer

By: 
Department Head

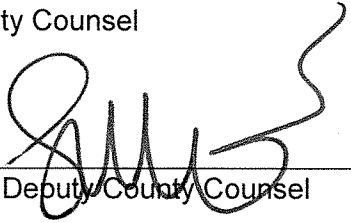
APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

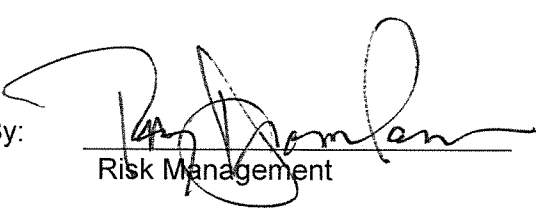
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

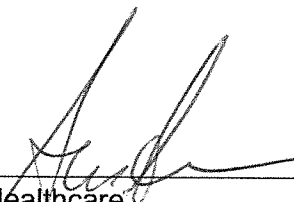
APPROVED AS TO FORM:

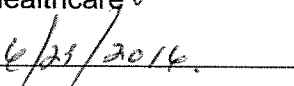
Risk Management

By: 
Risk Management

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

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



By: GE Healthcare


Date

GE HEALTHCARE
ANDREW J JOHNSON
COMMERCIAL SALES LEADER.

Catherine Pompei
General Manager, GE Healthcare
6/22/16



GE Healthcare

Exhibit B-5
Ongoing Support and Maintenance Services

CHANGE ORDER

ORDER: O52ALA003HUK

OPERATING UNIT: Independent Practice

SALES REP.: Blake Donahue

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

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this quotation (except signatures in the signature blocks and an indication in the form of payment section below) or on any terms and conditions attached hereto will be void.

IMPORTANT CUSTOMER ACTION:

If you are financing this arrangement, please check one of the financing options below. By signing below **without** checking one of the financing options you are indicating a cash payment method for this arrangement. If "GE HFS Loan" or "GE HFS Lease" is **NOT** selected at the time of signature, then you may **NOT** elect to seek financing with GE Healthcare Financial Services (GE HFS) at a later date to fund this arrangement.

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

County of Santa Barbara, Public Health Department
CUSTOMER NAME

By: _____

[Name]

[Title]

[Date]

General Electric Company,
by and through its GE Healthcare division

By: _____

[Name]

[Title]

[Date]



GE Healthcare

Definitions. Unless otherwise set forth below, all capitalized terms used in this Change Order have the definitions given in the Existing Agreement(s).

"Delivery" means, with respect to any item of GE Healthcare proprietary software or documentation provided hereunder, the first to occur of: (i) communication to Customer through electronic means that allows Customer to take possession of the first copy or product master, or (ii) delivery by GE Healthcare of the first copy or product master in person to Customer or to any common carrier or delivery service for transport to Customer. 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 Customer or to any location specified in writing by or on behalf of the Customer. With respect to any services, the performance of such services by GE Healthcare or its subcontractors.

Suppliers' Terms. Third party software and third party hardware, if any, are covered by the third-party manufacturer/supplier's warranties, to the extent available. CUSTOMER 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.

Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services or any similar transaction or consumption taxes ("Taxes"). Customer 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, Customer 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, and for taxes based on its net income or gross receipts.

Terms. Customer and GE Healthcare expressly incorporate into this Change Order only the schedules and supplements attached hereto or indicated as included below (collectively "Attachments") and no other documents or writings (including but not limited to, any terms and/or conditions contained in or attached to Customer's purchase orders, shipping forms or other similar documents) shall be considered a part of this Change Order without GE Healthcare's prior written consent. Software described below or on any Attachment is licensed to Customer pursuant to the license provisions set forth in the Existing Agreement(s), unless otherwise agreed to in writing by GE Healthcare and Customer. Services are provided in accordance with the applicable service terms of the Existing Agreement(s). Hardware is sold in accordance with the hardware terms of the Existing Agreement(s). Credits or additional charges, as appropriate, are shown below or on an Attachment. The full amount of the price for each item listed below or on any Attachment shall be due and payable upon Delivery, unless otherwise noted in this Change Order or attached Payment Schedule. Taxes, if applicable, are subject to correction. If no amount is shown, Taxes, if applicable, will be invoiced upon determination at a later date.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GE HEALTHCARE NOR ITS SUPPLIERS HAVE ANY OBLIGATION TO DELIVER THE HARDWARE OR SOFTWARE OR PROVIDE THE SERVICES LISTED HEREUNDER UNLESS GE HEALTHCARE RECEIVES AN EXECUTED COPY OF THIS CHANGE ORDER AT THE FOLLOWING FAX/EMAIL : 414-908-9256/Blake.Donahue@GE.com



GE Healthcare

Proposal To

County of Santa Barbara, Public Health Department

Customer Number:

Proposal Expiration Date: 5/31/2016

Bill To Customer

Customer Name: **County of Santa Barbara, Public Health
Department**
Contact Name: **Dan Reid**
Address: **300 N. San Antonio Road
Bldg 1**
City,State Zip Code: **Santa Barbara, CA 93110**
Phone: **(805) 681-5173**
Email: **Dan.Reid@sbcphd.org**

End User Customer

Customer Name: **County of Santa Barbara, Public Health
Department**
Contact Name: **Dan Reid**
Address: **300 N. San Antonio Road
Bldg 1**
City,State Zip Code: **Santa Barbara, CA 93110**
Phone: **(805) 681-5173**
Email: **Dan.Reid@sbcphd.org**

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

Notes: Maintenance and Support Services shall be in effect from 06/01/2016 until 05/31/2017.



GE Healthcare

County of Santa Barbara, Public Health Department

May 17, 2016

Investment Summary

	<u>Extended List Price</u>	<u>Discount</u>	<u>Net Price</u>
Professional Services	\$61,180.00	(\$12,236.00)	\$48,944.00
Total One Time Investment	\$61,180.00	(\$12,236.00)	\$48,944.00
Annual Support and Maintenance Total	\$191,134.45	(\$13,718.20)	\$177,416.25



GE Healthcare
County of Santa Barbara, Public Health Department

May 17, 2016

Professional Services Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit Discount</u>	<u>Discounted Price</u>	<u>Extended Price</u>
100	2046	Centricity EMR-Clinical Consulting (per hour)	\$230.00	(\$46.00)	\$184.00	\$18,400.00
30	2047	Centricity Technical System Consulting (per hour) Hourly work during normal business hours	\$230.00	(\$46.00)	\$184.00	\$5,520.00
100	2045	Centricity Electronic Medical Record Project Mgmt (per hour)	\$230.00	(\$46.00)	\$184.00	\$18,400.00
20	2058050-001	Centricity EMR Technical System Consulting (off hours) Hourly work, off hours	\$414.00	(\$82.80)	\$331.20	\$6,624.00
Total Professional Services						\$48,944.00

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.
6. Cancellations and rescheduling requests for any IT professional services engagement must be received in writing by mail, fax, or email in advance of the scheduled session as follows: (1) Onsite Service Visits require at least (30) days prior notification and (2) Remote Scheduled Sessions require at least (2) business days prior notification. Failure to provide a cancellation notice in the manner stated above may result in a cancellation fee of \$1200 for onsite visits or \$200 for remote sessions and will require payment in full of all non-refundable travel expenses incurred by GE Healthcare. Such fees shall be paid immediately and non-payment of fees stated in this section is a material breach of the agreement.



GE Healthcare
County of Santa Barbara, Public Health Department

May 17, 2016

Support and Maintenance Services Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit Discount</u>	<u>Discounted Price</u>	<u>Extended Price</u>
200	3051	Centricity Elec Medical Record Annual Support (Concurrent) Oracle platform	\$630.00	(\$55.79)	\$574.21	\$114,841.20
1	3069	Centricity EMRLinkLogic Annual Spt-Plus Pkg (Enterprise)	\$6,162.00	\$0.00	\$6,162.00	\$6,162.00
200	2017193-001	Centricity EMR CCCQE Form Set Annual Spt (Concurrent)	\$68.31	\$0.00	\$68.31	\$13,661.20
200	2034255-001	CEMR DOCUMENT MANAGEMENT SSA (PER CONCURRENT USER) Centricity Electronic Medical Record Document Management Annual Support (licensed on a per Concurrent User basis)	\$40.02	\$0.00	\$40.02	\$8,004.00
200	2038105-001	CEMR CLINICAL MESSENGER SSA (PER CONCURRENT USER) Centricity Electronic Medical Record Clinical Messenger Annual Support (licensed on a per Concurrent User basis)	\$73.42	\$0.00	\$73.42	\$14,684.00
1	2078950-001	BASE IMMUNIZATION EXPORT PACKAGE (36-50 MD) SSA	\$2,598.96	\$0.00	\$2,598.96	\$2,598.96
1	2080564-029	CQR Interface Package (36-50 MD) Annual Support Clinical Quality Reporting Interface Package Annual Support for 36-50 physicians	\$359.49	\$0.00	\$359.49	\$359.49
200	2038108-001	CENTRICITY EMR-PATIENT PORTAL ANNUAL SUPP (CONCURRENT) Centricity EMR Patient Portal (formerly called CareCatalyst) Annual Support (licensed on a Concurrent User Basis)	\$73.32	(\$9.36)	\$63.96	\$12,792.00
4	VFE_CLINICAL_LIC	DESIGNATED INDIVIDUAL - CUSTOMER WITH NO ASP/HOSTING RIGHTS Annual Recurring Designated Individual License for Visual Form Editor - Customer with no ASP/Hosting Rights	\$1,250.00	(\$171.65)	\$1,078.35	\$4,313.40
Total Support and Maintenance Services						\$177,416.25

Footnotes:

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



GE Healthcare

County of Santa Barbara, Public Health Department

May 17, 2016

Payment Schedule

<u>Milestone Event/Contract Item</u>	<u>% of Price</u>	<u>Amount</u>	<u>Monthly Fee</u>
DELIVERY			
DESIGNATED INDIVIDUAL - CUSTOMER WITH NO ASP/HOSTING RIGHTS	100%	See Maint. Schedule	
Total DELIVERY		\$0.00	\$0.00
SERVICE HOURS USED			
Centricity EMR-Clinical Consulting (per hour)	Billed Monthly As Used	\$18,400.00	
Centricity Technical System Consulting (per hour)	Billed Monthly As Used	\$5,520.00	
Centricity Electronic Medical Record Project Mgmt (per hour)	Billed Monthly As Used	\$18,400.00	
Centricity EMR Technical System Consulting (off hours)	Billed Monthly As Used	\$6,624.00	
Total SERVICE HOURS USED		\$48,944.00	\$0.00
INSTALLATION			
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	
CEMR DOCUMENT MANAGEMENT SSA (PER CONCURRENT USER)	100%	See Maint. Schedule	
CEMR CLINICAL MESSENGER SSA (PER CONCURRENT USER)	100%	See Maint. Schedule	
BASE IMMUNIZATION EXPORT PACKAGE (36-50 MD) SSA	100%	See Maint. Schedule	
CQR Interface Package (36-50 MD) Annual Support	100%	See Maint. Schedule	
CENTRICITY EMR-PATIENT PORTAL ANNUAL SUPP (CONCURRENT)	100%	See Maint. Schedule	
Total INSTALLATION		\$0.00	\$0.00
Total One Time Investment		\$48,944.00	\$0.00

Footnotes:

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