

THIRD AMENDMENT TO SYSTEM AGREEMENT

between

COUNTY OF SANTA BARBARA

and

GE HEALTHCARE

April 10, 2014

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

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

WHEREAS, the parties desire to amend the Existing Agreement to adjust compensation to provide for Change Order Number O52ALA002XCK which shall provide for additional software and licenses to implement base immunization export package (51-75 MD) to the electronic health record (EHR) system as well as support and maintenance services; and

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

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

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

The Existing Agreement is amended as follows:

- 1.40 **MAXIMUM AMOUNT.** The Maximum Amount payable under the terms of this Existing Agreement for GE Software Licenses and Maintenance and Support shall be ~~\$1,746,352.51~~ 1,769,547.51 as set forth in Exhibit A. This includes the annual maximum increases for Maintenance and Support for the initial five-year term of the Existing Agreement that expires March 14, 2016.
- 3.3 **MAXIMUM AMOUNT.** The Maximum Amount payable under the terms of this Existing Agreement for GE Software Licenses and Maintenance and Support shall be ~~\$1,746,352.51~~ 1,769,547.51 as set forth in Exhibit A. This includes the annual maximum increases for Maintenance and Support for the initial five-year term of the Existing Agreement that expires March 14, 2016.

The Exhibits are amended as follows:

EXHIBIT B, PAYMENT SCHEDULE, shall incorporate EXHIBIT B-3, BASE IMMUNIZATION CHANGE ORDERS, attached hereto and incorporated herein by reference.

EXHIBIT F, STATEMENT OF WORK, shall incorporate EXHIBIT F-2, Base Immunization Export Package Statement of Work, attached hereto and incorporated herein by reference.

3. **Ratifications.** The terms and provisions set forth in this Third Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, First Amendment and Second Amendment. The terms and provisions of the Agreement, as expressly modified and superseded by this Third 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 Third Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

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

COUNTY:
COUNTY OF SANTA BARBARA

ATTEST:
 MONA MIYASATO
 CLERK OF THE BOARD

By: _____
 Deputy Clerk

 Chair, Board of Supervisors
 Date: _____

APPROVED AS TO FORM:
 MICHAEL C. GHIZZONI
 COUNTY COUNSEL

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

By: _____
 Deputy County Counsel

By: _____
 Deputy

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

APPROVED AS TO FORM:
 RAY AROMATORIO
 RISK MANAGER

By: _____
 Director

By: _____
 Risk Manager

CONTRACTOR:
GENERAL ELECTRIC COMPANY, by and through its GE HEALTHCARE division

By: _____

Date: _____



EXHIBIT B-3

BASE IMMUNIZATION CHANGE ORDERS

The Change Order below, number O52ALA002XCK, dated January 13, 2014, shall be added to the Existing Agreement.



GE Healthcare

Proposal To

County of Santa Barbara, Public Health Department

Customer Number:

Proposal Expiration Date: 5/15/2014

Bill To Customer

Customer Name: **County of Santa Barbara, Public Health Department**
Contact Name: **Jacklyn Nielsen**
Address: **300 N. San Antonio Road
Bldg 1**
City,State Zip Code: **Santa Barbara, CA 93110**
Phone: **(805) 699-6838**
Email: **Jacklyn.Nielsen@sbcphd.org**

End User Customer

Customer Name: **County of Santa Barbara, Public Health Department**
Contact Name: **Jacklyn Nielsen**
Address: **300 N. San Antonio Road
Bldg 1**
City,State Zip Code: **Santa Barbara, CA 93110**
Phone: **(805) 699-6838**
Email: **Jacklyn.Nielsen@sbcphd.org**

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

Notes: Qvera Immunization Registry Base Package for County of Santa Barbara, Public Health Department's 70 current Billable Providers.



GE Healthcare

County of Santa Barbara, Public Health Department

January 13, 2014

Investment Summary

Software Schedule	\$12,997.00
Professional Services	\$5,000.00
Total One Time Investment	\$17,997.00
Annual Support and Maintenance	\$2,599.00



GE Healthcare

County of Santa Barbara, Public Health Department

January 13, 2014

Software Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	2079696-022	BASE IMMUNIZATION EXPORT PACKAGE (51-75 MD)	\$12,997.00	\$12,997.00

Total Software			\$12,997.00
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Footnotes:

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

Professional Services Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	2079205-001	Immunization Registry Export Only for MU2	\$5,000.00	\$5,000.00

Total Professional Services			\$5,000.00
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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.

Support and Maintenance Services Schedule

<u>Qty</u>	<u>Part Num</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	2079670-001	BASE IMMUNIZATION EXPORT PACKAGE ANNUAL SUPPORT (51-75 MD)	\$2,599.00	\$2,599.00

Total Support and Maintenance Services			\$2,599.00
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GE Healthcare

County of Santa Barbara, Public Health Department

January 13, 2014

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

January 13, 2014

Payment Schedule

<u>Milestone Event/Contract Item</u>	<u>% of Price</u>	<u>Amount</u>	<u>Monthly Fee</u>
DELIVERY			
BASE IMMUNIZATION EXPORT PACKAGE (51-75 MD)	100%	\$12,997.00	
Total DELIVERY		\$12,997.00	\$0.00
INSTALLATION			
BASE IMMUNIZATION EXPORT PACKAGE ANNUAL SUPPORT (51-75 MD)	100%	See Maint. Schedule	
Total INSTALLATION		\$0.00	\$0.00
LIVE			
Immunization Registry Export Only for MU2	100%	\$5,000.00	
Total LIVE		\$5,000.00	\$0.00
Total One Time Investment		\$17,997.00	\$0.00

Footnotes:

1. Payments are due upon the events specified above.
2. Customer agrees to pay all shipping, handling and insurance costs which will be billed as incurred.
3. Maintenance/Support is a recurring charge, which will begin at the listed event.
4. Completion of milestone for any component within the Centricity Practice Solutions Suite constitutes completion of that milestone for the respective suite in its entirety.

Exhibit F-2

Base Immunization Export Package Statement of Work

Purpose: Purchase the Base Immunization Export Package software including licensing, installation and maintenance for the existing GE Centricity EMR. The license term for the GE Healthcare software products included in this quotation is perpetual, except for any Computer/Online Based Training (CBT) software or modules which are licensed on an annual basis.

Product Description: The Base Immunization Export Package works with the existing Qvera interface engine installed with the GE application and will allow the Public Health Department to submit immunization data electronically to the State of California Immunization Registry in order to meet Meaningful Use Stage 2 requirements. Licensed software will be shipped or electronically delivered immediately upon receipt of a signed Quotation. Included with the licensed software will be the issuance of the keys that enable the use of the Licensed Software. Installation includes configuration of the software and will be accomplished through remote scheduled sessions. Professional services related to installation shall be invoiced upon the Go-Live Date, which means testing is successfully completed and the Licensed Software is ready for use in a production environment.

Maintenance and Support Services: The initial Term of Maintenance and Support shall commence, and the annual fees shall be invoiced upon the Installation Date and the anniversary of the Installation Date and maintenance and support services shall end the day prior to the anniversary of such date. Services shall continue uninterrupted during period between invoice date and payment. The last date of service will be the day before Installation Date of 2016. "Installation Date" means the date of issuance of the keys that enable the use of the Licensed Software. Maintenance and Support Services will be consistent with Section 12 Support and Maintenance Services During the Warranty Period. Annual Maintenance/Support is a recurring charge.