



FOURTH AMENDMENT TO SYSTEM AGREEMENT

between

COUNTY OF SANTA BARBARA

and

GE HEALTHCARE

April 7, 2015

THIS IS THE FOURTH AMENDMENT TO THE AGREEMENT (hereafter Fourth 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 adjust compensation and include Change Order Number 052ALA00382V for professional services to perform Productivity Assessment of COUNTY's use of the GE Centricity Electronic Health Record (EHR); and

WHEREAS, this Fourth Amendment incorporates the terms and conditions set forth in the Agreement and First and Second Amendment and Third Amendment, except as modified by this Fourth 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 Fourth 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 *not to exceed shall be* ~~\$1,769,547.51~~ **\$1,792,322.51** 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.
- 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 ~~\$1,769,547.51~~ **\$1,792,322.51** 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 **EXHIBIT B-4 PRODUCTIVITY ASSESSMENT CHANGE ORDER**, attached hereto and incorporated herein by reference.

EXHIBIT F STATEMENT OF WORK shall incorporate **EXHIBIT F-3, PRODUCTIVITY ASSESSMENT**, attached hereto and incorporated herein by reference.

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



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

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

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Russ Barber
Deputy Clerk

Grant Wolf
Chair, Board of Supervisors
Date: 5/5/15

APPROVED AS TO FORM:
MICHAEL C. GHIZONNI
COUNTY COUNSEL

By: Michael Ghizonni
Deputy County Counsel

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

By: Kate Roth
Deputy

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

By: Takashi Wada
Director

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: Ray Aromatorio
Risk Manager

CONTRACTOR

By: Blake D. ...
GE Healthcare
Date: 04/15/15

Lisa Courcy
Lisa Courcy
4/20/15



EXHIBIT B-4
PRODUCTIVITY ASSESSMENT

CHANGE ORDER

ORDER: Q52ALA00382V

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: _____
Takashi Wada, MD
[Name]
PHD Director and Health Officer
[Title]
[Signature]
[Date] 5/12/15

General Electric Company,
by and through its GE Healthcare division

By: [Signature]
Blake Donahue
[Name]
Sales Representative
[Title]
04/15/2015
[Date]

Lisa Courcy
Lisa Courcy
Contract Manager
4/30/15



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: 5/15/2015

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

GE Healthcare



County of Santa Barbara, Public Health Department

Investment Summary

	<u>Extended List Price</u>	<u>Discount</u>	<u>Net Price</u>
Professional Services	\$23,900.00	(\$3,585.00)	\$20,315.00
Total One Time Investment	\$23,900.00	(\$3,585.00)	\$20,315.00



GE Healthcare

County of Santa Barbara, Public Health Department

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>
40	2046	Centricity EMR-Clinical Consulting (per hour) ⁷	\$230.00	(\$34.50)	\$195.50	\$7,820.00
10	2045	Centricity Electronic Medical Record Project Mgmt (per hour)	\$230.00	(\$34.50)	\$195.50	\$1,955.00
1	2083477-001	PRODUCTIVITY ASSESSMENT-SCHEDULING WORKFLOW MODULE Provides an assessment of IT system performance and workflow effectiveness. This offer is sold in six modules. The Scheduling Workflow module evaluates workflow processes in advance of exams/procedures such as order entry.	\$3,100.00	(\$465.00)	\$2,635.00	\$2,635.00
1	2082954-001	PRODUCTIVITY ASSESSMENT - APPLICATION CONFIGURATION MODULE Provides an assessment of IT system performance and workflow effectiveness. This offer is sold in six modules. The Application Configuration module looks specifically at licenses, software modules, interfaces and application customization.	\$3,100.00	(\$465.00)	\$2,635.00	\$2,635.00
1	2083476-001	PRODUCTIVITY ASSESSMENT-APPLICATION COMPETENCY MODULE Provides an assessment of IT system performance and workflow effectiveness. This offer is sold in six modules. The Application Competency module evaluates user application skills for specific use cases and evaluates Training needs	\$3,100.00	(\$465.00)	\$2,635.00	\$2,635.00
1	2083479-001	PRODUCTIVITY ASSESSMENT-CLINICAL WORKFLOW MODULE Provides an assessment of IT system performance and workflow effectiveness. This offer is sold in six modules. The Clinical Workflow module evaluates workflow processes completed during an exam/procedure including procedure execution and worklists.	\$3,100.00	(\$465.00)	\$2,635.00	\$2,635.00

Total Professional Services	\$20,315.00
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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.



GE Healthcare

County of Santa Barbara, Public Health Department

7. Clinical and Project Management hours are calculated at \$195.50/hour for potential content development, customization and implementation assistance not currently provided through other elements of this agreement and at the request of the COUNTY.



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County of Santa Barbara, Public Health Department

Payment Schedule

<u>Milestone Event/Contract Item</u>	<u>% of Price</u>	<u>Amount</u>	<u>Monthly Fee</u>
SERVICE HOURS USED			
Centricity EMR-Clinical Consulting (per hour)	Billed Monthly As Used	\$7,820.00	
Centricity Electronic Medical Record Project Mgmt (per hour)	Billed Monthly As Used	\$1,955.00	
Total SERVICE HOURS USED		\$9,775.00	\$0.00
COMPLETION OF SERVICE			
PRODUCTIVITY ASSESSMENT-SCHEDULING WORKFLOW MODULE	100%	\$2,635.00	
PRODUCTIVITY ASSESSMENT - APPLICATION CONFIGURATION MODULE	100%	\$2,635.00	
PRODUCTIVITY ASSESSMENT-APPLICATION COMPETENCY MODULE	100%	\$2,635.00	
PRODUCTIVITY ASSESSMENT-CLINICAL WORKFLOW MODULE	100%	\$2,635.00	
Total COMPLETION OF SERVICE		\$10,540.00	\$0.00
Projected Travel Costs		\$2,460.00	
Total One Time Investment		\$22,775.00	\$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.



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County of Santa Barbara, Public Health Department

EXHIBIT F-3
PRODUCTIVITY ASSESSMENT SCOPE OF SERVICES

The Public Health Department (PHD) (COUNTY) provides high quality primary and specialty care medical services for uninsured and underinsured residents of Santa Barbara County. PHD utilizes an Electronic Health Record (EHR) to document patient care, coordinate care among patient providers, bill appropriately for third party reimbursable services and schedule visits, referrals and orders for patients. PHD utilizes an EHR from GE Healthcare (CONTRACTOR) known as Centricity. In order to ensure that the implementation of the GE EHR effectively and efficiently, PHD wishes to contract with CONTRACTOR to perform a Productivity Assessment. The GE EHR Centricity system is utilized in multiple settings including Federally Qualified Health Centers (FQHCs) like PHD and CONTRACTOR has performed similar assessments in FQHCs in California and nationwide.

1. Name of Program:	PHD Outpatient Services
2. Type of Service:	Productivity Assessment of EHR usage for Outpatient Services
3. Target Population:	PHD patients, staff and direct service contractors
4. Program Description/ Services to be provided:	<ol style="list-style-type: none"> 1. Onsite assessment of PHD GE EHR Centricity system usage throughout its practice (See EXHIBIT B-4 PRODUCTIVITY ASSESSMENT). 2. Additional EHR clinical consultation services (up to 40 hours) and EHR project management services (up to 10 hours) for ongoing EHR content development and maintenance as needed. 3. CONTRACTOR shall conduct regular and frequent review of the Centers for Medicare & Medicaid Services (CMS) Exclusions List and other applicable lists. If CONTRACTOR is found to be on any of these lists, CONTRACTOR shall not provide services under this Agreement nor shall the cost of CMS eligible services be claimed to CMS or PHD.
5. Dates/Times and Locations where services provided:	Consultant site visit and scheduling to be mutually agreed upon by CONTRACTOR and PHD within agreement time frame.
6. Contractor's Qualifications:	CONTRACTOR is a multi-national corporation, with decades of experience in health care that works with multiple GE EHR system users nationwide.



GE Healthcare

County of Santa Barbara, Public Health Department

<p>7. Reporting Requirements</p>	<p>CONTRACTOR will provide a written report concerning the four elements of the Assessment and recommendations for implementation and operational effectiveness: See EXHIBIT B-4 PRODUCTIVITY ASSESSMEN. In addition, specific management and clinical consulting may generate recommendations, content changes, plans, forms, updates or other activities whereby written report and written materials will be provided/presented as outcomes or interim reports of the process subject to COUNTY review and acceptance.</p>
<p>8. Compensation and Invoicing:</p>	<p>CONTRACTOR shall submit an invoice detailing CONTRACTOR services and any eligible travel expenses as outlined in EXHIBIT B-4. The invoice shall be submitted monthly to the COUNTY Designated Representative. Failure to submit an invoice in a timely manner may result in delayed payment to CONTRACTOR.</p> <p>LIMITATIONS:</p> <ul style="list-style-type: none"> • Onsite productivity assessment professional services (as specified in EXHIBIT B-4 shall not exceed a maximum of \$10,540 and associated travel expenses shall not exceed \$2,460 (\$13,000 total). • EHR project management and clinical consultation services at \$195.50 per hours up to a maximum of 50 hours for content maintenance and development shall not exceed \$9,775. <p>The COUNTY shall pay CONTRACTOR an amount not to exceed \$22,775 for the time frame of April 7, 2015 through March 14, 2016.</p> <p>NON-APPROPRIATIONS In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.</p>
<p>9. Site Visits:</p>	<p>At PHD Health Care Centers as mutually agreed upon by CONTRACTOR and PHD.</p>