

Exhibit 8
PUBLIC MEETING AND PUBLIC RECORDS DISCLOSURE PROCESS

Epic and City have negotiated a License, Support, and Hosting Agreement (the “Negotiated Agreement”), portions of which Epic asserts constitute, contain or reveal valuable trade secrets or other information belonging to Epic that is exempt from disclosure under the California Public Records Act and chapter 67 of the San Francisco Administrative Code (the “Sunshine Laws”). Accordingly, this Exhibit 8 sets forth the process for the disclosure of records pertaining to Epic under the Sunshine Laws, as agreed between the parties.

1. Epic will provide City a redacted version of the Negotiated Agreement from which Epic has removed information that it maintains is exempt from public disclosure under the Sunshine Laws (“Redacted Agreement”).
2. Except as provided in Section 6 of this Exhibit 8, City agrees to not release (whether by pre-meeting posting or in response to a public records request) any version of the Negotiated Agreement other than the Redacted Agreement. In addition, City will inform the Board and any advisors to the Board regarding the portions of the Agreement that City has agreed to not release, as well as the requirements of this Exhibit 8.
3. If City receives a public records request pertaining to Epic (an “Epic Request”) marked “Immediate Disclosure Request” in the manner described in Sec. 67.25 of the City of San Francisco Administrative Code for records pertaining to Epic not covered by section 2, City may disclose any redacted records it deems responsive (“Responsive Records”) that Epic has previously provided to City. If the request seeks Responsive Records that Epic has not previously reviewed and redacted, City will use its best efforts to notify Epic of the request by immediately calling Epic’s main reception line (608-271-9000), requesting to speak with an Epic attorney, referencing this section of this Exhibit 8 and apprising the attorney of the deadline by which the City must respond to the request. If Epic informs City in advance of that deadline that Epic intends to assert that Responsive Records are exempt from disclosure, then the department that received the Immediate Disclosure Request will withhold the records and if necessary will consult with the City Attorney’s office regarding City’s obligations under this Exhibit 8.
4. If City receives an Epic Request not covered by Sections 2 or 3 of this Exhibit 8, City will use best efforts to notify Epic by promptly providing a copy of such request and any Responsive Records, as well as the date by which the City must respond. If Epic, within two business days of receiving such notice, notifies City that Epic intends to assert that Responsive Records are exempt from disclosure, the department that received the request will withhold the records and if necessary will consult with the City Attorney’s office regarding City’s obligations under this Exhibit.
5. Epic’s failure to timely (i.e., within the times stated in sections 3 and 4) notify the City that it will be asserting exemptions from disclosure shall be deemed Epic’s consent to the City’s disclosure of the Responsive Records. Otherwise, Epic will, promptly provide City a redacted version of the Responsive Records (“Redacted Records”) from which Epic has

removed information that it maintains is exempt from public disclosure ("Redacted Records"), and City will release only those Redacted Records.


6. If any third-party initiates an action in Superior Court to compel the production of records not disclosed by reason of City following the agreed requirements of this Exhibit 8, Epic agrees to defend, indemnify, and hold City harmless from such third-party's claims, demands, causes of action, fees, costs, and directly and proximately caused damages of any kind, including any award of attorneys' fees. City will not release any Responsive Documents until such action is finally resolved (including, if pursued by Epic, the exhaustion of any appeals or other means to challenge the outcome of the initial action).
7. Epic agrees that it will not sue City for damages in connection with disclosure by the City of information that Epic asserts is exempt from disclosure, so long as such disclosure was inadvertent and the City uses reasonable efforts to mitigate the effects of the inadvertent disclosure and/or uses reasonable efforts to retrieve the information as appropriate.
8. Upon Epic's signature, this Agreement is effective as of the date of City's signature below.

CITY

**EPIC SYSTEMS CORPORATION; EPIC
HOSTING; and EPIC CITY
GOVERNMENT, LLC**

Date:

Date: 10/20/17

By: 

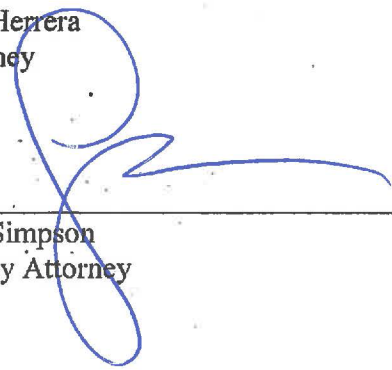
Barbara A. Garcia, MPA
Director of Health
San Francisco Department of Public Health

By: 

Elias C. Selinger
Associate General Counsel

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Louise S. Simpson
Deputy City Attorney