City and County of San Francisco
Office of Contract Administration
Purchasing Division

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **February 3, 2017**, in San Francisco, California, by and between **Cerner Health Services, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, the City and County of San Francisco (CCSF), through its Department of Public Health, ("Customer") entered into an Information Technology Agreement with Siemens Medical Solutions USA, Inc. ("Siemens") (BPHC11000027) for the period July 1, 2010 through June 30, 2017 (as it may be amended from time to time in accordance with its terms, the "Agreement"); and

WHEREAS, the City and County of San Francisco (CCSF), through its Department of Public Health, entered into an amendment (the "First Amendment", COHC14000054) with Siemens to formally amend the Original Agreement with Siemens to purchase additional system capabilities; and

WHEREAS, the City and County of San Francisco (CCSF), through its Department of Public Health, consented to an Assignment and Assumption Agreement between, Siemens Medical Solutions USA, inc. (Assignor) and Cerner Health Services, Inc. (Assignee) (BPHC15000071) which assigned the original Agreement to Cerner Health Services, Inc.; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to contract term, increase the contract amount, and update standard contractual clauses; and

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved the following resolution _____; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4167-09-10 revised 8/01/2016;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a.   **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2010 (BPHC11000027) including but not limited to its First Amendment, dated May 23, 2013 (COHC14000054) and this Second Amendment, as it may be amended from time to time in accordance with its terms between Contractor and City.

1b.   **Contract Monitoring Division. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c.   **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

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2a.   **Section 3.1.** Section **3.1 Term**, currently reads as follows:

3.1   Term. This Agreement shall be effective as of the July 1, 2010 and shall continue in effect through June 30, 2017 ("Term"). No later than thirty (30) days prior to the end of the Term, CCSF shall have the option to extend the Term by twenty-four (24) months at the then-invoiced rates, subject to the applicable adjustment terms in this Agreement, by executing a corresponding amendment with Siemens. Upon termination of this Agreement, Sections 31 and 32 shall survive in perpetuity.

Such section is hereby amended to read in its entirety as follows:

3.1   Term. This Agreement shall be effective as of the July 1, 2010 and shall continue in effect through June 30, 2020 ("Term"). Nevertheless, City may terminate Support for an Application or item of Custom Programming upon at least ninety (90) days' prior written notice to Contractor, except that no such termination may be effective before the end of twelve (12) months from the effective date of the Second Amendment to this Agreement. Termination of Support shall not affect the continuation of, or fees with respect to, other services under this Agreement. Notwithstanding the above, the term for the following shall end on June 30, 2017, if not earlier terminated in accordance with the terms of this Agreement, and for the items described in this sentence, no extension option shall apply: Support and other services for the Siemens syngo Workflow, PSR# 9407189102 SIG-Standard HL7 Int, PSR# 030121109901 Authentication Services, Pharmacy Document imaging (24 concurrent Users) and Soarian Scheduling Applications, and term licenses to and Support services for the SIS Applications (including SIS OR (Base Surgery) and SIS Anesthesia), except that this sentence does not affect the Custom Hosting Services (CHS) for the SIS Applications (with City planning to obtain licenses and support for SIS Applications directly from SIS during the period that Contractor provides Custom Hosting Services for SIS Applications without providing licenses to or Support for SIS Applications).

Upon termination of this Agreement, Sections 31 and 32 shall survive in perpetuity.

2b.   Section 9.1, Fees, of the Agreement currently reads as follows:

9.1.   Fees. CCSF agrees to pay Siemens for the products and services listed in Exhibit A in accordance with the terms of this Agreement and the fees and fee adjustments specified in Exhibit A. In no event shall the amount of this Agreement exceed FIFTY TWO MILLION TWO HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED EIGHTY DOLLARS ($52,294,980).

Siemens understands that, of the maximum dollar obligation listed in Section 9.1 of this Agreement, $475,298 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

Such section is hereby amended to read in its entirety as follows:

9.1.   Fees. CCSF agrees to pay Cerner for the products and services listed in Exhibit A in accordance with the terms of this Agreement and the fees and fee adjustments specified in Exhibit A. In no event shall the amount of this Agreement exceed EIGHTY EIGHT MILLION FIVE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED SIX DOLLARS ($88,585,606).

Cerner understands that, of the maximum dollar obligation listed in Section 9.1 of this Agreement, $3,514,833 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Cerner without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Cerner further understands that no payment of any

portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Cerner agrees to fully comply with these laws, regulations, and policies/procedures.

2c. Section 28, Insurance and Indemnity, is replaced in its entirety to read as follows:

28. Insurance and Indemnity.

28.1 **Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a)   Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury, or illness; and

(b)   Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c)   Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d)   Technology Errors and Omissions Liability coverage, with limits of $20,000,000 each occurrence and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i)   Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii)   Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(e)   Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than $20,000,000 each loss. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

(f)   Umbrella (Excess) Liability Insurance may be used to meet the required insurance limits of this contract provided such insurance "follows form" with respect to applicable underlying policies.

28.2. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a)   Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b)   That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

28.3 Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 45 entitled "Notices."

28.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Or, Contractor shall purchase an extended policy reporting period of not less than three (3) years, effective upon termination of such policy or upon termination or expiration of this Agreement

28.5 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

28.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

28.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

28.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to maintain adequate types and amounts of insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

2d.   **Updating Notice Addresses.** The following new addresses for notices to Contractor replace the addresses that were specified in Section 45, Notices, of the Agreement:

Cerner Health Services, Inc.
c/o Cerner Corporation
Attn.: Chief Financial Officer
2800 Rockcreek Parkway
North Kansas City, MO 64117

And

Cerner Health Services, Inc.
c/o Cerner Corporation
Attn.: Chief Legal Officer
2800 Rockcreek Parkway
North Kansas City, MO 64117

And
Sr. Director & General Manager
Cerner Health Services, Inc.
51 Valley Stream Parkway
Malvern, PA 19355

2e.   **Section 54 is hereby replaced in its entirety to read as follows:**

54.   Reserved. (Consideration of Criminal History in Hiring and Employment Decisions). This section is not required per the waiver dated _____, 2017 granted by OCA.

2f.   Section 64 is hereby replaced in its entirety to read as follows:

64.   Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

2g.   **Protected Health Information.** The following new Section 69 is hereby added in its entirety to read as follows:

69. Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure by Contractor or its subcontractors or agents of protected health information given to Contractor or its subcontractors or agents by City where the impermissible use or disclosure results from a breach of an applicable statute or regulation by Contractor or its subcontractors or agents, Contractor shall reimburse City for the amount of such fine or penalties or damages. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract. Contractor also agrees to pay all direct, actual, and reasonable costs associated with legally required notifications made by City to fulfill any applicable notification obligations under 45 C.F.R. 164.402-414 or a corresponding California statute or regulation to the extent a Breach of Unsecured PHI (as defined in regulations under HIPAA, i.e. the Health Insurance Portability and Accountability Act) is caused by the negligent acts or omissions of Contractor or its subcontractors or agents.

2h.   **Protected Health Information and BAA,** Section 66 is hereby replaced in its entirety to read as follows:

66.   PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

☒   CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will do one or more of the following:

- Create PHI
- Receive PHI
- Maintain PHI
- Transmit PHI and/or
- Access PHI

The Business Associate Agreement (BAA) in Appendix E is required and is incorporated into this Agreement by reference as though fully set forth herein. Please note that BAA requires attachments to be completed.

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☐ CONTRACTOR will <u>not</u> have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is <u>not</u> required.

2i. **Order of Precedence,** Section 70 is hereby added to the Agreement :

> 70. **ORDER OF PRECEDENCE.**
>
> Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, Internal Contract Revisions, PSRs and implementing task orders,. Should there be a conflict of terms or conditions, this Agreement and any modification shall control.

2j. Appendix E of the Original Agreement (Business Associate Agreement) is replaced in its entirety with the attached Appendix E (Business Associate Agreement) dated 9/06/2016.

2k. Confirming an earlier Internal Contract Revision, the parties add the attached Part VII "Healthcare Query Application Product" attachment dated September 11, 2013 to Exhibit A.

2l. Confirming an earlier Internal Contract Revision, the parties add the attached Part VIII "Rx/MAK/RxNorm Project" attachment dated December 17, 2013 to Exhibit A. The parties note that when it was attached to that Internal Contract Revision, that attachment was inadvertently labeled as being "Part VII" when there was already an existing Part VII, and the "Rx/MAK/RxNorm Project" attachment was intended instead to be Part VIII, as shown here.

2m. Confirming an earlier Internal Contract Revision, the parties add both the attached Part IX "Additional Licenses to Healthcare Query Application Product" attachment dated May 22, 2014 and the attached Part X "Additional SIS DataCaptor Licenses" attachment dated July 22, 2014 to Exhibit A.

2n. Confirming an earlier Internal Contract Revision, the parties add the attached Part XI "Substitution for MobileMD Service and Its Implementation" attachment dated July 10, 2015 to Exhibit A.

2o. Confirming an earlier Internal Contract Revision, the parties add the attached Part XII "EMUE License" attachment dated July 10, 2015 to Exhibit A.

2p. Confirming an earlier Internal Contract Revision, the parties add the attached Part XIII "QRDA Extract and Additional Room Licenses for SIS OR Application" attachment dated July 10, 2015 to Exhibit A.

2q. Confirming an earlier Internal Contract Revision, the parties add the attached Part XIV "Imprivata Purchase" attachment dated July 10, 2015 to Exhibit A.

2r. The parties add the attached Part XV "Extension and Professional Services" attachment dated January 3, 2017 to Exhibit A.

2s. The parties replace Exhibit Q of the original Agreement with the attached Exhibit Q dated February 3, 2017.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the Amendment No. 1-4N21LW3 Effective Date (the "Amendment Effective Date").

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the Amendment No. 1-4N21LW3 Effective Date first referenced above.

CITY	CONTRACTOR

CONTRACTOR

Cerner Health Services, Inc.

Recommended by:

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

Name: _____
Title: V.P.

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Virginia Dario Elizondo
Deputy City Attorney

City vendor number: **96170**

Approved:

_____
Jaci Fong
Director of the Office of Contract Administration, and
Purchaser

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Appendix E

This Business Associate Agreement ("BAA") supplements and is made a part of the contract ("Contract")] by and between the City and County of San Francisco, the Covered Entity ("CE"), and Cerner Health Services, Inc. ("Contractor"), the Business Associate ("BA"), dated July 1, 2010 (CMS #6896), as amended. To the extent that the terms of the Contract are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health ("SFDPH"), wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. For purposes of the Contract, SFDPH requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the HIPAA Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Definitions.**

    a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

    b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

    c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103 and for the purposes of this BAA shall mean Cerner Health Services, Inc..

    d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103 and for the purposes of this Agreement shall mean City and County of San Francisco, a municipal corporation.

    e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

    f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

    g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

    h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health

care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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 (ii) 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, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. The BA will be required to complete and return to CE (and retain in BA's records for a period of seven years) the following forms, incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1), Data Security (Attachment 2) and Compliance (Attachment 3) within ninety (90) calendar days from the execution of the

Contract. If CE makes substantial changes to any of these forms during the term of the Contract, the BA will be required to complete CE's updated forms and return them to CE within ninety (90) calendar days from the date that CE provides BA with written notice of such changes.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors provide, medical information/PHI privacy and security training to each employee or agent that will access, use or disclose Protected Information, prior to accessing, using or disclosing Protected Information for the first time, and annually thereafter during the term of the Contract. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the medical information/PHI privacy and security training was completed. BA shall retain such records for a period of seven years and shall make all records of BA's employees available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract and BAA, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory

assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

 e. Prohibited Uses and Disclosures. BA shall not use or disclose PHI other than as permitted or required by the Contract and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

 f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

 g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

 h. Accounting of Disclosures. Within thirty (30) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting

to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors; provided, however, that the parties acknowledge the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent

that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. **Termination.**

a. **Material Breach.** A breach by BA of any provision of this BAA shall constitute a material breach of the Contract and this BAA and shall provide grounds for immediate termination of the Contract and this BAA, any provision in the CONTRACT to the contrary notwithstanding if a cure is not feasible. [45 C.F.R. Section 164.504(e)(2)(iii)]. BA shall have thirty (30) days to cure such breaches to CE's satisfaction, unless a cure is not feasible. If BA is unable to cure the breach within the specified thirty (30) days, CE shall have the right to terminate this BAA.

b. Judicial or Administrative Proceedings. CE may terminate the Contract and this BAA, effective immediately, if a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations related to this BAA or other security or privacy laws is made in any administrative, criminal, or civil proceeding in which the party has been joined related to this BAA.

c. **Effect of Termination.** Upon termination of the Contract and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as reasonable determined by BA and CE,BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall confirm in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI and to the extent such impermissible use or disclosure of PHI was caused by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days.

Attachment 1 – SFDPH Privacy Attestation, version 10/29/15
Attachment 2 – SFDPH Data Security Attestation, version 10/29/15
Attachment 3 – SFDPH Compliance Attestation, version 10/29/15

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Organization Name:		Contractor City Vendor ID	

SFDPH PRIVACY ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement (BAA) in compliance with the Health Information Portability and Accountability Act (HIPAA) and other patient confidentiality laws and regulations. **INSTRUCTIONS**: File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	Yes	No*	DOES YOUR ORGANIZATION...		
A			Have formal Privacy Policies? (use of SFDPH Privacy Policies will suffice for "yes")		
B			Have a designated Privacy Officer? The Privacy Officer is your organization's designated person who will authorize your employee's "Systems Access Request (SAR) Form". [Note: SARs will NOT be processed by SFDPH without this person's signature.]		
			If yes:	Privacy Officer Name	Phone # Email:
C			Require Privacy Training for all employees who have access to PHI upon hire and annually thereafter? (Use of SFDPH Privacy/Data Security Training will suffice for "yes"). [Beginning in FY1516, DPH will require document retention for 7 years.]		
D			Have proof that employees upon hire, and annually thereafter, have signed the SFDPH "User Confidentiality, Security, and Electronic Signature Form"? [Beginning in FY1516, DPH will require document retention for 7 years.]		
E			Have evidence that SFDPH was notified to de-provision employees who have access to SFDPH PHI within 2 business days for regular terminations and within 24 hours for terminations due to cause?		
F			Assure that staff who download, create, or transfer PHI offsite (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that PHI is only transferred or created on devices that are encrypted?		
G			Have (or will have if/when applicable) BAAs with subcontractors or vendors who create, receive, maintain or transmit SFDPH PHI.		

Does your organization serve patients/clients for or on behalf of DPH? If ___YES, answer h-k. If ___NO, these questions are not applicable, please go directly to ATTEST.

	Yes	No*	DOES YOUR ORGANIZATION...
H			Have evidence in each patient's/client's chart or electronic file that the Privacy Notice was provided in the patient's language (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms are available from SFDPH).
I			Have visibly posted the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?
J			Have documented each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?
K			When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Federal Privacy Rule) are obtained PRIOR to releasing a patient's/clients health information?

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Privacy Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

* EXCEPTIONS: If you have answered "NO" to any question in A-G or H-K (if applicable), please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

Organization Name:		Contractor City Vendor ID	

SFDPH DATA SECURITY ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement in compliance with the Health Information Portability and Accountability Act (HIPAA, ADMINISTRATIVE 45 CFR 164.308(a)(8)), Health Information Technology for Economic and Clinical Health Act (HITECH), and the American Institute of Certified Public Accountants (AICPA) requirements. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	YES	NO*	DOES YOUR ORGANIZATION...
A			Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/ HITECH at least every two years? [Beginning in FY1516, DPH will require document retention for 7 years.]
B			Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?
			Date of last Data Security Risk Assessment/Audit
			Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report
C			Have a formal Data Security Awareness Program?
D			Have a designated Security Officer?
			If yes: IT Security Officer　　Phone #　　Email:
E			Require Data Security training for all employees who have access to PHI upon hire and annually thereafter? (Use of SFDPH Privacy/Data Security Training will suffice for "yes".) [Beginning in FY1516, DPH will require document retention for 7 years.]
F			Have policies and procedures to detect, contain, and correct security violations? (Use of SFDPH Privacy Policies will suffice for "yes".)
G			Have (or will have if/when applicable) Business Associate Agreements with subcontractors or vendors who create, receive, maintain or transmit SFDPH PHI.
H			Have (or will have if/when applicable) a diagram (of how SFDPH data flows between your organization and this downstream or 3rd party entity (including named users, access methods, on-premise data hosts, processing systems, etc.)?

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Data Security Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

* EXCEPTIONS: If you have answered "NO" to any question, please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

Organization Name:		Contractor City Vendor ID	

SFDPH COMPLIANCE ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement in compliance with Medicare Medicaid Conditions of Participation, False Claims Act and other ethics/compliance laws and regulations. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	YES	NO*	DOES YOUR ORGANIZATION...			
A			Have a formal Compliance Program?			
B			Have a designated Compliance Officer?			
			If yes:	Compliance Officer Name	Phone #	Email:
C			Require all employees who have access to SFDPH Systems or PHI to take Compliance training upon hire and annually thereafter? (Use of SFDPH compliance training will suffice for "yes".) [Beginning in FY1516, DPH will require you to retain these records for 7 years.]			
D			Have proof that employees upon hire, and annually thereafter, have signed agreement to the SFDPH "Code of Conduct"? [Beginning in FY1516, DPH will require document retention for 7 years.]			
E			Have mechanisms in place to identify and promptly respond to compliance deficiencies and report to the SFDPH all identified compliance deficiencies related to services that were billed by SFDPH or that could jeopardize your organization's continued participation in government health care programs, including Medicare or Medi-Cal funded programs?			
F			Publicize and promote the SFDPH Compliance and Privacy Hotline number (1-855-729-6040) or the City's Whistleblower Program including posting a notice of whistleblower protections in staff areas where it can be seen?			
G			Have a Code of Conduct or Ethics policy that includes a mechanism for staff to confidentially and anonymously report potential compliance concerns as well as a strict non-retaliation policy (Use of SFDPH Compliance policies will suffice for "yes".)?			
H			Have mechanisms in place to review the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) exclusion lists upon initial hire and monthly thereafter to ensure that no employee, temporary employee, volunteer, consultant, or governing body member responsible for administering or delivering Federal Healthcare Program services is excluded from (may not work in) a federal health care program? [False Claims Act]			
I			Require (or will require, if/when applicable) subcontractors/vendors to comply with all requirements in this Attestation?			

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Compliance Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

* EXCEPTIONS: If you have answered "NO" to any question, please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	

Attachment to Exhibit A

Part VII
Healthcare Query Application
Product
September 11, 2013

1. **GRANT OF LICENSE.** Siemens hereby grants Customer a non-exclusive, non-transferable license to the following Application and its related Deliverables throughout the Term of the Agreement, subject to the terms and conditions of the Agreement. Acting as Customer's Application Services Provider ("ASP"), Siemens shall process Customer's data at the ISC using the Application identified below. Customer shall pay the fees and other amounts described in this Amendment in accordance with this Amendment and with the other provisions of the Agreement. Customer shall take Delivery of the Application identified below within six (6) months from the date of this Amendment or in any event shall commence paying to Siemens the Monthly Fee listed below no later than six (6) months from the date of this Amendment. That Monthly Fee covers the term license, support, and ASP processing.

Application	Monthly Fee
Healthcare Query (1 block of 25 licenses)	$440

2. **EQUIPMENT AND THIRD PARTY SOFTWARE.** Attached hereto as Schedule 1 is the sizing and capacity assumptions and the Equipment and software configuration for the Facility. Customer shall procure all Equipment and such items of Third Party Software which are designated in Schedule 1 as being required for Customer to obtain, either from its existing resources, from Siemens and/or from a third party.

3. **MONTHLY FEES.** Customer shall pay the Monthly Fee for the Application identified in Section 1 above commencing upon Delivery of the Application or in any event within the time period described in that Section 1, and continuing throughout the Term. The implementation fees and the ASP processing portion of the Monthly Fee for Healthcare Query are based on the operation of a single production environment connected to DSS database. Customer requests for additional environments shall result in increased fees. The Base Data Storage for the Healthcare Query shall include one (1) Gigabyte of disk space for data and report templates. Customer will be billed at the current Siemens' rate for each additional unit of disk space required.

4. **PROFESSIONAL SERVICES.** Customer hereby engages Siemens to perform the professional services to deliver and install the Application and interfaces listed in this Amendment in accordance with a Project Workplan as further described in the Statement of Work attached hereto as Attachment 2. The professional service fees summarized below reflect a discount off of Siemens current Professional Services rates, and that discount is only valid if Siemens is performing all of the services described in the Statement of Work. The discount is valid for twelve (12) months from the date of this Amendment; thereafter Siemens then-current Professional Service rates shall apply. The professional services fees summarized below are net of all discounts and no other discounts shall apply.

    4.1. Time and Materials Services. Siemens shall perform and Customer shall pay for the time and materials services identified in the Statement of Work referenced above. The estimate for said services is 56 hours for an estimated fee of $10,624. The professional service fees for these services shall be billed and paid monthly as incurred based on the actual hours performed.

    4.2. Education. Siemens shall provide, and Customer shall pay for the courses for the number of attendees and for the fees identified in the Statement of Work referenced above and summarized in the table below. The fees and course availability listed in the Statement of Work expire on the first anniversary of the date of this Amendment. Thereafter, Siemens' then-current education rates and course offerings will apply. Customer is responsible for educating its end users on the Third Party Software listed in Schedule 1. On-site Education includes one occurrence of the class for up to the maximum number of attendees listed for each class. Siemens will bill Customer for additional attendees if Customer exceeds the maximum attendees stated in the Statement of Work at the current Education rates. Multi-Media Education includes a variety of course offerings and delivery mechanisms. Individual registration is required for single-user, Web-based courses (which includes all Web-based Training (WBTs) and e-Classes) with pricing reflecting the cost for a single user. Siemens also provides site-licensed, unlimited user access courses that can be placed on Customer's network and shared by multiple users; these courses are designated with CD-ROM in the course title.

Summary

Professional Services Summary	One-Time Fee	Recurring Fee
Professional Services	$10,624	$0
Education Services	$6,450	$0
TOTAL - All Services	$17,074	$0

5. **SUPPORT.** Support for the Application identified in Section 1 above shall be provided in accordance with the Siemens Support Program under the Agreement throughout the Term of the Agreement.

6. **SPECIAL TERMS.** The parties refer to the terms of Section 16 (Special Terms) of Part VI (System Enhancements to Provide Increased Functionality) of Attachment A of the Agreement's First Amendment, dated as of May 23, 2013. Related to that Section 16, the parties agree that listed below are special terms that relate specifically to certain items of Third Party Software that are included in this Amendment.

    6.1. **Healthcare Query.** The Healthcare Query Application is delivered with following software from Business Objects:

- Business Objects XI Premium
- Business Objects Full Web Intelligence

    For the Healthcare Query Applications, Customer is required to have a named user license for each individual user who will use the Application. The number of users listed indicates the maximum number of Customer's employees who are designated by Customer as the only authorized users of the Healthcare Query Application and the Business Objects software may contain embedded controls or counting devices which measure usage and limit logon to the number of licensed Customer users. The Business Objects named user licenses for the Healthcare Query Application may not be used with or for any other Siemens or third party applications. The annual maintenance fees listed for the Healthcare Query software entitle Customer to periodic upgrades of the Business Objects software as they are made available from Business Objects and qualified by Siemens for use with that Application. The fees also permit Customer to report problems encountered with the Siemens Model Universe(s) to Siemens for resolution, however "How to" questions and assistance with customized reports are separately billable.

7. **GENERAL.**

    7.1. As required by 42 CFR 1001.952(g) and (h), Customer must, where applicable, fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this Amendment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this Amendment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

    7.2. This Amendment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. Nevertheless, to clarify the scope of that superseding effect, the Parties agree that the terms of this Amendment supplement the terms of the Agreement (including any prior amendments) by adding a new Application and related professional services to its scope and providing terms to govern the additional Application and professional services described within this Amendment. This Amendment and the Agreement (including its previous amendments) constitute the entire agreement between Customer and Siemens with respect to their subject matter, and they supersede all other prior and contemporary agreements, terms, understandings, and commitments between Customer and Siemens with respect to that subject matter. As amended, the Agreement shall remain in full force and effect.

Opportunity ID #1-705D2T

Attachment 1
SCHEDULE 1

Customer: City and County of San Francisco
Date: July 25, 2013

Applications   **Release**
Healthcare Query ASP   7.00/7.01

Tracking Code: 130725DW1530S

Notes
- Decision Support Solution customers must be on DSS 6.3 or higher in order to implement Healthcare Query.
- Soarian Financial customers who do not have DSS must be on Soarian Financials Version 3.2 or higher in order to implement Healthcare Query.
- Healthcare Query customers without DSS and without Soarian Financials can interface INVISION, UNITY or MS4 Patient Accounting data to Healthcare Query ASP for reporting.   Three years of data will be maintained in the Healthcare Query environment through monthly purging.
- Customers without DSS or Soarian Financials databases, do not need to purchase Windows or SQL Client Access Licenses. In this case, the Healthcare Query ASP database uses the Microsoft SLPA licenses.   DSS and Soarian Financials customers must purchase Windows and SQL Client Access licenses as they use the Microsoft Server/CAL licenses. .

Minimum Equipment and Third Party Software Requirements:

Healthcare Query Workstation
Required Equipment:
- Intel or 100% compatible Pentium 2.0GHz processor
- 10/100Mb network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 17" XGA monitor –(15" XGA Monitor with scrolling)
- Keyboard and Mouse
- 2 GB RAM - Note that workstation memory is specified in terms of Healthcare Query requirements. Workstation memory should be sized for all applications using it as well as the operating system requirements. For example, Microsoft's requirement for Windows 7 is 2GB minimum and Windows XP is 128MB minimum.
- (1) disk drive with 650MB of free disk space

Required Third Party Software:
- Microsoft Windows 7 (64 bit or 32 bit) or Windows XP Professional (32 bit) - Note: Microsoft Windows XP Professional is supported until the Microsoft Extended Support expires
- Microsoft Windows Server 2008R2 Client Access License
- Microsoft SQL Server 2008 Client Access Licenses .   .
- Microsoft Excel 2010 (32 bit) or 2007(32 bit) - Required if there is a need to read Excel-exported data on the workstation
- Oracle Java Standard Edition Runtime Environment 6 (Free download)
- Adobe Reader Version 10.x , 9.x or Version 8.x (Free download) – Required if there is a need to read PDF-exported data on the workstation
- Microsoft Internet Explorer Version 9 (32 bit) or Version 8 (32 bit)
- Microsoft XML Core Services Version 4.0 (Free download) Note: Customers without DSS or Soarian Financials databases do not need this download.

<u>Attachment 2</u>

<u>STATEMENT OF WORK</u>

General Overview

Approach

Siemens' approach focuses on quality services delivery in support of Customer's organizational objectives. Siemens respects the mission and values that City and County of San Francisco represents and will focus the implementation on using state of the art tools, technology and System functionality to improve operational and/or business processes at City and County of San Francisco.

Siemens pledges that, with everyone's committed efforts, this engagement will be completed according to the timeline presented in this Statement of Work. Siemens will work with City and County of San Francisco during the implementation using a prescribed methodology that targets speed to value with less disruption of day-to-day business operations during the implementation process.

Siemens commits to delivering recommended practices focused on patient-centric workflow, as well as providing suggested processes, policies and procedures to support the cycle of patient care from arrival to receipt of care, to discharge and follow up as is appropriate for contracted services. Key components can include:

Soarian® Implementation Methodology

Knowledge Transfer

Planning

Hardware/Software

Future Process Design and Configuration

Testing

Training

Live and Post Live

Project Management

Opportunity ID #1-705D2T
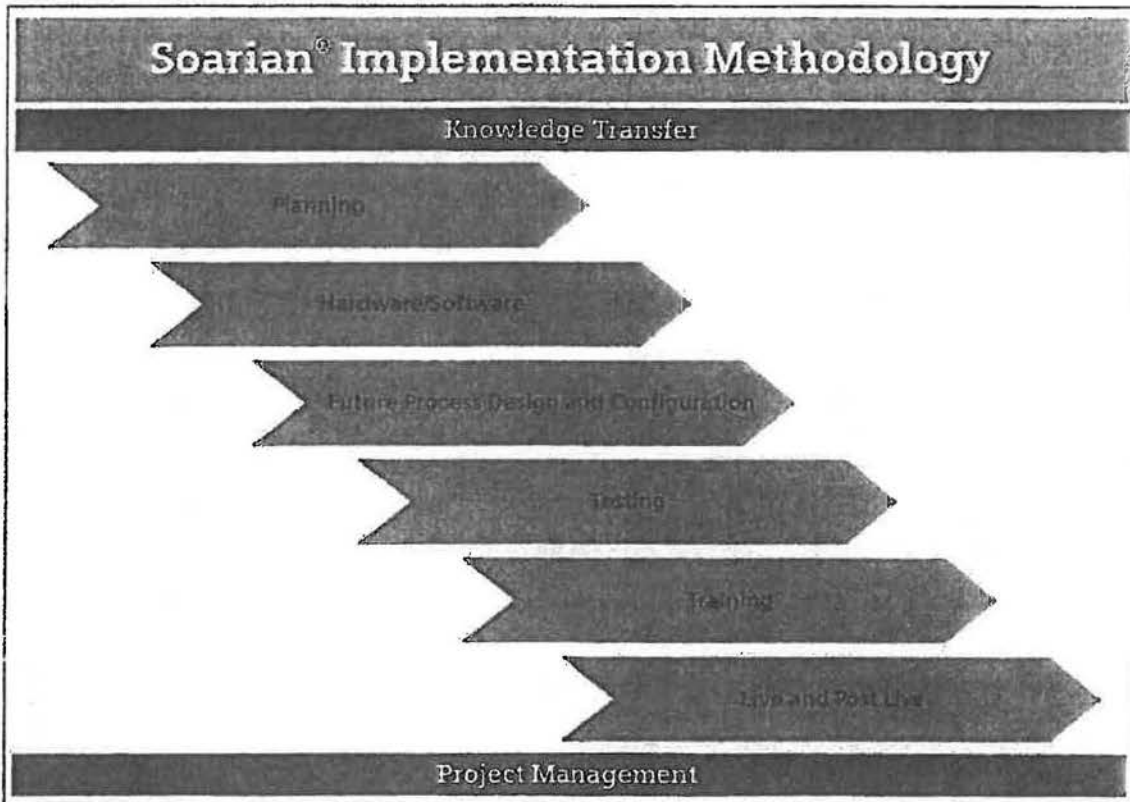
Professional Services Overview

Siemens is pleased have the opportunity to use its methodologies, tools and implementation leadership to work with City and County of San Francisco to provide services for the following:

Phase 1: The duration of this phase is two (2) months

- Decision Support Solutions

Professional Services Scope and Approach

The right tools are critical to support an efficient and simplified implementation. In the pursuit of excellence Siemens leads this project by aligning best practices experience with an implementation approach designed to improve the quality and overall speed of the implementation.

Professional Services

Siemens and Customer will navigate the implementation using the following approach:

Decision Support Solutions

Tasks	Deliverable	Responsible
Deliver Healthcare Query production environment	• Application software delivered	• Siemens Application Deliveries Consultant • Customer Operations/Systems Analyst
Implement and review Healthcare Query security	• Implement and review security for initial set of up to ten (10) core users for Healthcare Query accessing the DSS production environment completed	• Siemens Soarian Analytics/DSS Consultant • Customer Reporting Analyst
Implement Customer interfaces within the Healthcare Query universe	• INVISION Patient Accounting completed • INVISION Clinical System for Meaningful Use completed	• Siemens Soarian Analytics/DSS Consultant • Customer Reporting Analyst

Project Assumptions

General Assumptions

The following General Assumptions frame the scope and work associated with the implementation. These assumptions are not intended to be a definitive list of tasks or responsibilities, but rather include key obligations required to support the mutually agreed upon scope.

- City and County of San Francisco will provide an environment that supports the project team's work through completion of the project. This may include, but is not limited to, dedicated team conference room(s), separate desks for Siemens on-site consultants, telephone access, internet and network access, system access and sign-on and administrative support as appropriate

- Siemens and Customer will mutually agree to the timing and scheduling of required Siemens education to support the implementation process

- City and County of San Francisco will use current Third Party Software vendors unless being replaced by a Siemens system included in this agreement

- Siemens will review Customer provided information related to major business initiatives, such as facility or infrastructure expansion or renovation, additional technology investments, in-house re-engineering efforts, or other consulting engagements, that may affect the implementation during the planning phase when Customer has contracted with Siemens for full implementation services.

- City and County of San Francisco agrees that a corporate model approach will be used if appropriate for the software setup for the implementation. This will consist of standard policy, practices and data structures across the enterprise, including off-site locations

- City and County of San Francisco will translate their clinical and/or business requirements into system related decisions and settings. Siemens will provide guidance and best practice experience and guidance configuring software when appropriate for the level of contracted services

- City and County of San Francisco will develop unit and integrated testing scenarios, as well as manage and execute System testing with Siemens collaborating with Customer on resolution of functional design issues

- City and County of San Francisco will develop core trainer and end user training materials if required for contracted software in this agreement

- Siemens base services include support for the Application live event as specified in the Project Workplan or this Statement of Work. This also includes routing issues through the appropriate event tracking system and transitioning Customer to support

Technology Assumptions

The following Technology Assumptions frame the scope and work associated with the implementation. These assumptions are not intended to be a definitive list of tasks or responsibilities, but rather include key obligations required to support the mutually agreed upon scope

- Siemens will conduct a technology planning session to identify technical requirements at Customer site for the implementation

- Siemens will validate network and system connectivity, and will provide remote connectivity to the onsite environments for Siemens installation and support activities

- Siemens will conduct a readiness review to determine equipment location and prepare for network and equipment installation

- An enterprise backup solution must be in place for ICO hardware components at customer site that includes the ability to recover data in accordance with City and County of San Francisco defined timeframes

- Siemens will enable network communications by completing firewall, Network Address Translation (NAT) and required routing

- Siemens will route Application traffic between Siemens WAN router at Customer's Facility to the Siemens Data Center via a private network, where appropriate

- Siemens will participate in turnover of the platform infrastructure to Siemens support and to the Customer.

Opportunity ID #1-705D2T

Customer Staffing Requirements

Customer will be responsible for providing the appropriate resources to complete the engagement as recommended in the estimates below. Customer agrees that its assigned personnel shall have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise, software training, and the appropriate skill sets as outlined in the Roles and Responsibilities document in order to complete the implementation within the stated duration. Additionally Customer personnel are responsible to communicate business needs, complete analysis, design, configuration and testing and shall develop training materials, conduct user training and provide maintenance and ongoing system support starting with Application delivery. Additional details about resource assignment, resource tasks and resource work effort are in the Project Workplan, if applicable. FTE calculations are based on 2000 hours per year and the average duration of the install.

Decision Support Solutions	Hours	FTEs
Application Analysis - Financials	33	.10
Project Leadership	13	.04
Technology	26	.08
Average install duration: 2 months		

Siemens Pricing Information

Professional Services

Siemens will provide the following Time and Materials services listed below.

Services	Estimated Hours	Estimated Fee	Recurring Fee
Professional Services	56	$10,624	
Total	56	$10,624	$0

Education Services

Siemens agrees to provide, and Customer agrees to pay for the courses for the number of attendees and for the fees listed below.

Course	Duration	Attendee Fee	Attendees	Total	Monthly Support Fee
On-Site Education					
Healthcare Query Level 1	1 day		6	$3,000	
Healthcare Query Level 2	1 day		6	$3,000	
Multi Media Education					
Healthcare Query Administration				$150	
Healthcare Query Understanding the Database				$300	
Total				$6,450	$0

Opportunity ID #1-705D2T

Attachment to Exhibit A

Part VII
Rx/MAK/RxNorm Project
December 17, 2013

1.   **FDB INTEROPERABILITY MODULE™, Enhanced Package.** Siemens' supplier, First DataBank, Inc. ("FDB"), owns or is a licensee of various copyrighted databases of medical, pharmaceutical and nutritional information, and periodic updates thereto, and user manuals (referred to collectively as the "FDB Knowledge Bases"). Siemens shall host the FDB Knowledge Base listed below (the "FDB Solution") at the Siemens Information Services Center (ISC, now known as the Healthcare Computing Center or "HCC") and provide access to the FDB Solution to Customer only for Customer's Facilities listed below, in connection with Siemens' remote processing of Customer's INVISION RCO Application, subject to the terms and conditions of the Agreement. Customer shall pay the fees and other amounts described in this Amendment in accordance with this Amendment and with the other provisions of the Agreement.

FDB Knowledge Base – Licensed Content	Monthly Subscription Fee
FDB INTEROPERABILITY MODULE™, Enhanced Package	$1180.00

Customer's Facility Name	Address
San Francisco General Hospital	1001 Portero Avenue, San Francisco, California
Laguna Honda Hospital & Rehabilitation Center	375 Laguna Honda Blvd., San Francisco, California

2.   **TERM.** The term of the subscription to the FDB Solution shall be coterminous with the Term of the Agreement.

3.   **MONTHLY SUBSCRIPTION FEES.** Customer shall pay the full Monthly Subscription Fee for the FDB Solution commencing upon the earlier of First Productive Use of the FDB Solution or twelve (12) months from the date of this Amendment and continuing throughout the Term of the Agreement. The Monthly Subscription Fees listed herein shall be subject to adjustment under the terms of Section 9.5 (General Payment Provisions) of the Agreement.

4.   **ICO TO ASP PHARMACY/MED ADMINISTRATION CHECK.** Customer previously licensed the following Applications for operation in Customer's data center ("ICO"). Customer now desires to have Siemens act as Customer's Application Services Provider ("ASP") and operate these Applications at the HCC. Customer shall make the conversion from ICO to ASP within six (6) months from the date of this Amendment or in any event shall commence paying to Siemens the Monthly ASP Processing Fee described below no later than twelve (12) months from the date of this Amendment. Upon commencement of the ASP service for an Application, Customer shall cease using and shall de-install the corresponding ICO Application. Interim Use capabilities for an Application will be made available to Customer beginning on the Application's Delivery Date in an ASP form. Interim Use permits Customer to use the capabilities of Applications before use in production, including, among other things, loading profiles and master files, testing of functions, training and form Adaptations. The Monthly Interim Use Fee, equal to fifty percent (50%) of the Monthly ASP Processing Fee for these Applications, is due on the first day of each month during the period beginning on the Delivery Date of either of these Applications in an ASP form and ending when Customer begins paying the full Monthly ASP Processing Fee for these Applications as described in the next sentence. Customer agrees to begin paying the full Monthly ASP Processing Fee for these Applications on the earlier of First Productive Use of either of these Applications in an ASP form or the first anniversary of the date of this Amendment. The Monthly ASP Processing Fees listed herein shall be subject to adjustment under the terms of Section 9.5 (General Payment Provisions) of the Agreement, as well as under the other applicable ASP Fee adjustment terms of the Agreement, including those added by this Amendment. The fees described in this Section are in addition to the Monthly Term License Fee under the Agreement for these Applications.

ASP Applications	Monthly ASP Processing Fee
Pharmacy and Med Administration Check	$13,609.00

4.1. Upon Delivery of the ASP Pharmacy Application the following annual maintenance fees shall be terminated:

- Intersystems Annual Maintenance Fee: $12,594

4.2. Adjustments to the Siemens Pharmacy and Med Administration Check Monthly ASP Fee. The monthly ASP Processing Fee for the Siemens Pharmacy and Med Administration Check Applications is based on the following Metrics:

- Total number of concurrent users for Siemens Pharmacy and Med Administration Check

- Total number of named users

- Total number of Pharmacy orders per day

4.2.1. Following the First Productive Use of the Siemens Pharmacy and Med Administration Check Applications in ASP form, Siemens will perform an annual review at the end of each calendar year of resource usage. Siemens reserves the right to increase the monthly ASP Service Fee if the resource usage for any of the statistics listed in Section 4.2 above exceeds data statistic values contained in the Schedule 1/Hardware Configuration by ten percent (10%) or more for three (3) consecutive months. All adjustments will be based on increasing the monthly ASP Service Fees at then-current rates for the specific resource consumption.

4.2.2. The Monthly ASP Fee for Applications Includes storage allocation for the number of months specified in the Schedule 1/Hardware Configuration. Siemens will purge Customer data based on the number of months specified in the Schedule 1/Hardware Configuration.

4.2.3. Siemens will perform an assessment of Customer's Wide Area Network (WAN) connections to the Siemens data center. An increase in WAN bandwidth may be necessary to process the additional traffic between Customer sites and the Siemens data center.

4.2.4. **Release/Version Upgrades and Service Packs.** The Monthly ASP fee for the Siemens Pharmacy and Med Administration Check Applications Includes Siemens Professional Services Fees to pay for the installation of one Release and four fix kits per year of Siemens Pharmacy/Med Administration Check.

4.2.4.1. Release/Version Upgrades. Within three (3) months of the announcement of General Availability of the next Release of Siemens Pharmacy and Med Administration Check, Customer will be notified that Customer's system will be upgraded to the new Release In Customer's training environment. Customer will have eight weeks to complete Release testing and schedule a live date with Siemens. If Customer does not schedule a live date, Siemens will schedule a live date.

4.2.4.2. Service Packs. Within three (3) months of the announcement of General Availability of the next Service Pack for Siemens Pharmacy and Med Administration Check, Customer will be notified that Customer's system will be upgraded to the new Service Pack In Customer's training environment. Customer will have four weeks to complete release testing and schedule a live date with Siemens. If Customer does not schedule a live date, Siemens will schedule a live date. "Service Pack" means an Update or cumulative Update.

5. **PROFESSIONAL SERVICES.** Customer hereby engages Siemens to perform professional services in accordance with a Project Workplan as further described in the Statement of Work attached hereto as Attachment 2. The professional service fees summarized below reflect a discount off Siemens' current professional services rates. The discount is only valid if Siemens is performing all of the services described in the Statement of Work referenced above. The discount is valid for the entire project, provided that Customer permits Siemens to begin the engagement within twelve (12) months after the date of this Amendment; otherwise, Siemens then-current professional service rates will apply. The professional services fees summarized below are net of all discounts and no other discounts apply.

5.1. **Time and Materials Services.** Siemens shall perform the services Identified in the Statement of Work referenced above on a time and materials basis. The professional service fees for these services shall be billed and paid monthly as Incurred based on the actual hours performed. The estimated professional services fees for those services are summarized in the table below.

5.2. Custom Programming. Siemens shall provide the Custom Programming identified in the Statement of Work referenced above for the fees summarized in the table below. Customer shall pay those fees as described in Section 5.1 (Time and Materials Services) above. Customer shall begin paying Monthly Support Fees, if any, three (3) months after Delivery of the Custom Programming.

Professional Services Summary	Estimated Fee	Recurring Fee
Professional Services	$108,550	$0
Custom Programming Services	$12,400	$391
TOTAL - All Services	$120,950	$391

6.   **SPECIAL TERMS.** Supplementing the terms of Section 16 of *"Part VI System Enhancements to provide increased functionality"* of the Agreement's First Amendment dated as of May 23, 2013, listed below are special terms that relate specifically to certain items of Third Party Software that are included this Amendment:

   6.1. Special Terms for FDB Solution.

      6.1.1. The FDB Solution was developed by FDB and licensed for use within Siemens INVISION Clinicals Application.

      6.1.2. Authorized use of the FDB Solution expressly excludes distribution of data to any third party outside of Customer's organization, or use in medical practice management systems which support drug dispensing, a clinical data repository, e-prescribing, disease management applications, prescription pricing in a retail setting, claims preparation and adjudication for the purpose of third party billing, clinical medical records management systems, litigation or regulatory investigations or inquiry (other than pursuant to a subpoena or other legal process compelling disclosure), supporting internet websites, or any other use not clearly defined above.

      6.1.3. The FDB Solution is intended to supplement the knowledge of pharmacists, physicians, and other healthcare professionals and is not intended to replace clinical judgment. While FDB represents and warrants that it has utilized reasonable care in collecting and reporting the information contained in the FDB Solution, Siemens and FDB disclaim all warranties, whether expressed or implied including any warranty as to the quality, completeness, accuracy, or suitability of the information.

      CUSTOMER ACKNOWLEDGES THAT FDB AND SIEMENS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO THE QUALITY, ACCURACY OR COMPLETENESS OF THE FDB SOLUTION, INCLUDING BUT NOT LIMITED TO THE CODES, ALERTS, DATA AND OTHER INFORMATION THEREIN, AND THAT FDB AND SIEMENS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

      6.1.4. Customer assumes all risk for the selection and use of the FDB Solution and agrees that neither Siemens nor FDB will be liable to Customer for any indirect, incidental, special or consequential damages arising out of or related to Customer's use of the FDB Solution.

      6.1.5. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Neither Siemens nor FDB assume any responsibility for patient care or for Customer's actions or omissions in providing patient care services. Customer acknowledges that the information contained in the FDB Solution is intended to supplement, but is not a substitute for, the knowledge, expertise, skill and judgment of physicians, pharmacists, and other healthcare professionals in the diagnosis and treatment of patients and other delivery of healthcare services, that the absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective for any given patient, and that the information contained in the FDB Solution is advisory only, and is not intended to replace Customer's sound clinical judgment and discretion in patient care.

      6.1.6. IN NO EVENT SHALL SIEMENS' OR FDB'S LIABILITY UNDER OR RELATED TO THIS AMENDMENT EXCEED THE AMOUNT PAID TO SIEMENS BY CUSTOMER FOR THE FDB SOLUTION DURING THE CURRENT TERM UNDER THE AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR CLAIM, AND REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED ON ANY ALLEGED ACT OR OMISSION

OF FDB, INCLUDING BUT NOT LIMITED TO ANY ACTION BASED ON NEGLIGENCE, BREACH OF WARRANTY OR BREACH OF CONTRACT.

6.1.7. Customer will not alter, amend, modify, or change in any respect, any of the FDB Solution unless authorized to do so by FDB. Without limiting the foregoing, Customer shall have no right to use, modify, reproduce or distribute the FDB Solution, nor the right to license third parties to exercise any rights with regard to the FDB Solution.

6.2. **Additional Special Terms for ASP Siemens Pharmacy/Med Administration Check.**

6.2.1. **Rumba Third Party License.** Included is a license for the number of users specified in the Schedule 1/Hardware Configuration to access the Rumba Terminal Emulator software product from Siemens' third party supplier, Micro Focus, solely for the purpose of accessing character cell functions used for troubleshooting, master file maintenance and administration of the Pharmacy Application.

6.2.2. **Intersystems Cache Database licenses.** Cache database licenses will be purchased by Siemens on behalf of the Customer. Cache database licenses are not transferable.

7. **EQUIPMENT AND THIRD PARTY SOFTWARE.** The Schedule 1/Hardware Configuration attached to this Amendment as Attachment 1 includes the sizing and capacity assumptions and the Equipment and software configuration for the Facilities. Customer shall procure all Equipment and such items of Third Party Software (Equipment and Third Party Software are collectively referred to as "Technology") which are designated in the Schedule 1/Hardware Configuration as being required for Customer to obtain either from its existing resources, from Siemens and/or from a third party.

8. **HELP DESK.** Customer shall not be obligated to pay any of the fees related to the Help Desk services that were described in the Agreement's First Amendment dated as of May 23, 2013, Attachment 7, Part VI, Managed Services Supplement, and Siemens shall not be obligated to perform those Help Desk services.

9. **IMPRIVATA PHASE 2.** Customer shall not be obligated to pay any of the fees related to Imprivata, Phase 2, pursuant to the Phase 2 portion of that First Amendment, Attachment 8, Technology Bids, and Siemens shall not be obligated to provide Third Party Software or Maintenance pursuant to that Phase 2 portion of that Attachment 8.

10. **GENERAL.**

10.1. As required by 42 CFR 1001.952(g) and (h), Customer must, where applicable, fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this Amendment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this Amendment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

10.2. This Amendment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. No provisions of any Customer purchase order shall apply. As amended, the Agreement shall remain in full force and effect.

ATTACHMENT 1
ASP Schedule 1 / Hardware Configuration

Customer: City and County of San Francisco
Date: September 09, 2013

Applications	**Version**
Pharmacy	24.4
Med Administration Check	24.4
Siemens Pharmacy Document Management	24.4

Tracking Code: 130909MW1409S

Customer Statistics:
Siemens Pharmacy:
Number of Concurrent Users:	25
Number of Concurrent UDA Users:	3
Number of Inbound Interfaces:	2
Number of Entities:	1
Number of Sites per Entity:	1
Number of Beds:	365
Number of Pharmacy Orders per day:	1100
Number of Years to Retain Pharmacy Orders:	7
Number of Crystal Report Designer Named Users:	2
Number of Concurrent Master Maintenance Users:	5
Production Database Size (GB):	57

Med Administration Check:
Number of Concurrent Users	100

Note: Siemens Pharmacy Document Management requires Siemens Enterprise Document Management release 24.05.02 or higher

Minimum Equipment and Third Party Software Requirements:

Pharmacy Workstation:
Required Equipment:
- A 100% compatible Pentium processor or higher (recommended mínimum 1.2 GHz) - capable of supporting dual video cards for Document Imaging
- 100/1000 MB network interface card supported by the network
- 17" SVGA 1024 x 768 resolution color monitor - (2) 17" Monitors LCD recommended for Document Imaging
- Windows supported pointing device
- 512 MB RAM + Operating System minimum requirements
- 1.5 GB of available disk space

Required Third Party Software:
- Supported platforms include Windows XP Professional Service Pack 2 and above, Windows Vista Business Service Pack 1 and above, Windows 7
- Microsoft Internet Explorer 7.0 or higher
- Microsoft Access 2007 or 2010 is required for tailoring of UDA reports
- Citrix XenApp Web Plug-In, 11.0 or 12.1
- WinZip 9.0 or higher - Note, WinZip is only needed if retrieving or viewing historical purge files

Pharmacy Printers:
- Printers must be LPD compliant.

Point of Care Device:
Point of Care Workstation:
Required Equipment:
- A 100% compatible Pentium processor or higher (recommended minimum 1.2 GHz)
- 100/1000 MB network interface card supported by the network

- 15" SVGA 1024 x 768 resolution color monitor
- Wireless network interface card supported by the network
- Windows supported pointing device
- 512 MB RAM + Operating System minimum requirements
- 1.5 GB of available disk space
- 1 free USB port for Reduced Space Symbology capable barcode scanner

Required Third Party Software:
- Supported platforms include Windows XP Professional Service Pack 2 and above, Windows Vista Business Service Pack 1 and above, Windows 7
- Microsoft Internet Explorer 7.0 or higher
- Microsoft Access 2007, 2010 is required for tailoring of UDA reports
- Citrix XenApp Web Plug-in, 11.0 or 12.1

Point of Care Tablet:
Required Equipment:
- A 100% compatible Pentium processor or higher (recommended minimum 1.2 GHz)
- 10.4" XGA TFT LCD (1024 x 768)
- Wireless network interface card supported by the network
- 512 MB RAM + Operating System minimum requirements
- 1.5 GB of available disk space
- RSS Capable integrated barcode scanner or 1 free USB port on the Tablet for Reduced Space Symbology capable barcode scanner

Required Third Party Software:
- Windows XP Tablet PC Edition
- Microsoft Internet Explorer 7.0 or higher
- Microsoft Access 2007 or 2010 is required for tailoring of UDA reports
- Citrix XenApp Web Plug-in, 11.0 or 12.1

General Overview

Approach

Siemens' approach focuses on quality services delivery in support of Customer's organizational objectives. Siemens respects the mission and values that City and County of San Francisco represents and will focus the implementation on using state of the art tools, technology and System functionality to improve operational and/or business processes at City and County of San Francisco.

Siemens commits to delivering recommended practices focused on patient-centric workflow, as well as providing suggested processes, policies and procedures to support the cycle of patient care from arrival to receipt of care, to discharge and follow up as is appropriate for contracted services. Key components can include:
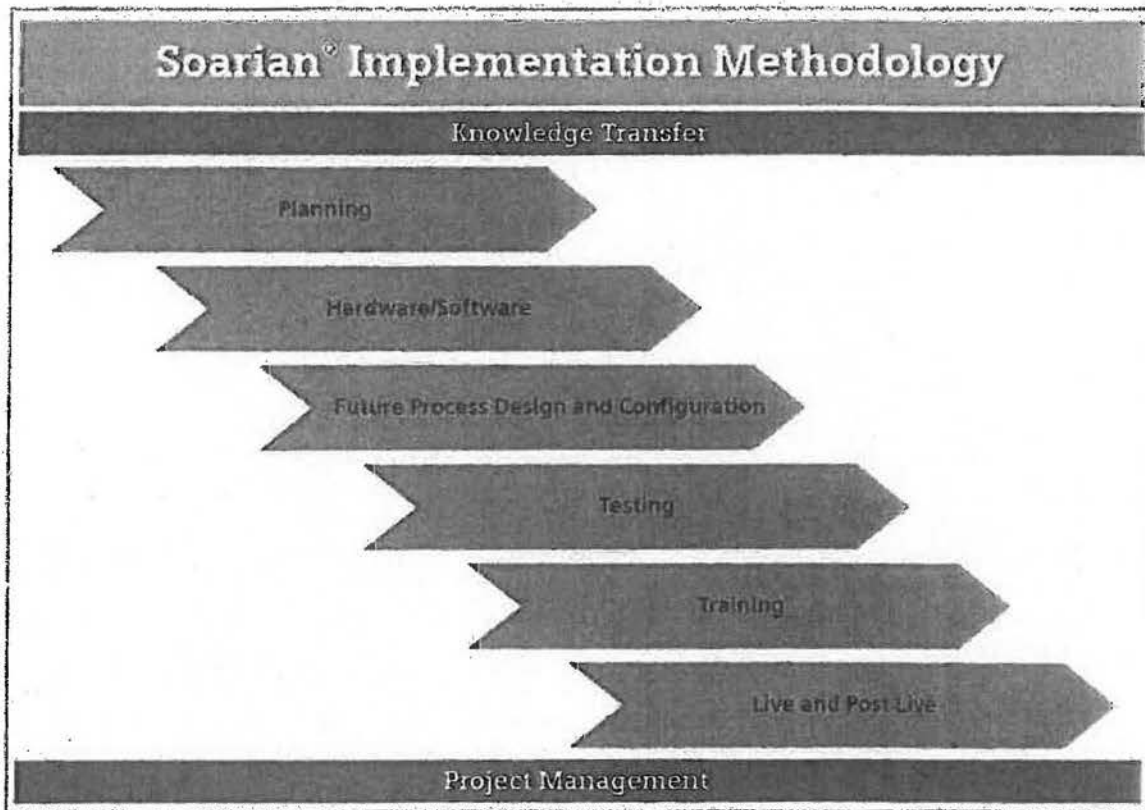
Professional Services Overview

Siemens is pleased have the opportunity to use its methodologies, tools and implementation leadership to work with City and County of San Francisco to provide services for the following:

Phase 1: The duration of this phase is fourteen (14) weeks

- Consulting Services - Additional - San Francisco General Hospital
- Supplemental Interface Services - San Francisco General Hospital
- Siemens Medication Management - San Francisco General Hospital

Professional Services Scope and Approach

The right tools are critical to support an efficient and simplified implementation. In the pursuit of excellence Siemens LEADs this project by aligning best practices experience with a simplified implementation approach designed to improve the quality and overall speed of the implementation.

Standard Services

For Soarian Applications Siemens and Customer will navigate the implementation using the following stages:

Launch Stage

During the Launch stage, Siemens and Customer core project team members will kickoff project activities and attend project education, as appropriate. Core project team members also begin to localize Application system design. Resources listed are responsible for driving each task to completion.

Tasks	Deliverable	Responsible
Initiate project	• Project checklist complete	• Siemens Pharmacy Consultant • Customer Project Manager
Complete network set up	• Network and system connectivity established • Remote connectivity to Medication Management ASP environment established	• Siemens Technology Consultant • Customer Operations/Systems Analyst
Enable software for new Facility	• Modify Medication Management site indicator to allow multi site processing	• Siemens Pharmacy Programmer • Customer Operations/Systems Analyst
Prepare Customer environments for upgrade	• Medication Management software upgraded in a single Pharmacy database across the enterprise • Medication Management software configured for one (1) site with one (1) Cache server to align with current configuration • Cache database conversion for Medication Management complete • Siemens to Siemens interfaces established/validated • Siemens to Siemens interoperability re-established	• Siemens Pharmacy Programmer • Customer Operations/Systems Manager
Migrate Customer to new environment	• Siemens Medication Management software migrated with like for like functionality • Siemens to Siemens interfaces re-established • Siemens to Siemens interoperability established/validated	• Siemens Technology Consultant • Customer Operations/Systems Analyst

Execute Stage

During the Execute stage, Siemens and Customer project team members continue to localize the Application system design by participating in tailoring sessions and test system activities. Resources listed are responsible for driving each task to completion.

Tasks	Deliverable	Responsible
Implement like for like functionality for upgrade	• Rebuild of patient and order index files for Medication Management complete • Customer set up complete • Customer questions answered	• Siemens Pharmacy Programmer
Complete integrated testing	• Customer integrated testing complete	• Customer Testing Coordinator

Adopt Stage

During the Adopt stage, Siemens and Customer project team and Customer organization prepare for operational readiness (people and process). This stage is unique in that it covers varying levels of preparedness required during the implementation process, and therefore spans the entire length of the project. Resources listed are responsible for driving each task to completion.

Tasks	Deliverable	Responsible
Conduct training	• Training plan complete • Training materials complete • End user training complete	• Customer Core Trainers • Customer Project Manager • Customer Training Coordinator
Conduct user readiness for live	• User readiness validation complete	• Siemens Pharmacy Consultant • Customer Project Manager

Deploy Stage

During the Deploy stage, Siemens and Customer project teams and Customer organization prepare for the system deployment and post-deployment monitoring (people, process and technology). Resources listed are responsible for driving each task to completion.

Tasks	Deliverable	Responsible
Develop live plan	• Live plan complete • Live resource schedule complete	• Siemens Pharmacy Consultant • Customer Project Manager
Conduct Siemens support turnover	• Customer turnover to support call complete	• Siemens Pharmacy Consultant • Customer Project Manager

Consulting Services

Siemens will utilize best practices experience to deliver the following services.

Additional Consulting Services

Siemens will perform the following Project Management tasks:

• Provide Project Management for all activities related to the Siemens Pharmacy migration from ICO to ASP.

Siemens will perform the following Pharmacy Consultant tasks:

• Perform migration services that would normally be required by the Customer.

Siemens will perform the following Technology Consultant tasks:

• Perform all Technology services that would normally be provided by the Customer.

Interfaces

Siemens is pleased to provide the following interface services. Siemens acknowledges that City and County of San Francisco may have additional integration that is required for the implementation outside of the interfaces that are included in the base price and the scope presented below. Siemens assumes that Customer will work with the appropriate Third Party Software vendors to enable such integration in a timeframe that does not negatively impact the timeline of the project.

Siemens will utilize Point to Point Protocol (PPP) to enable direct data flow between the following systems:

- Siemens Medication Management Demographics/ADT, Orders Outbound with Charges/Credits, Pocket Load/Unload Inbound from Omni-Cell – Migrate Existing Interface
- Siemens Medication Management Demographics/ADT, Orders, Drug Master File Maintenance Outbound to Automed Baxter – Migrate Existing Interface

Integration Assumptions

- Customer Responsibilities for Completing Required Interfaces Not Listed In This Document.
  - Customer will enable remaining interfaces, not listed in this document but required for First Productive Use.

Project Assumptions

General Assumptions

The following General Assumptions frame the scope and work associated with the implementation. These assumptions are not intended to be a definitive list of tasks or responsibilities, but rather include key obligations required to support the mutually agreed upon scope.

- City and County of San Francisco will provide an environment that supports the project team's work through completion of the project. This may include, but is not limited to, dedicated team conference room(s), separate desks for Siemens on-site consultants, telephone access, internet and network access, system access and sign-on and administrative support as appropriate
- Siemens and Customer will mutually agree to the timing and scheduling of required Siemens education to support the implementation process
- City and County of San Francisco resources will be required for decisions and testing during the upgrade of the Siemens Medication Management system and migration to the Siemens hosted environment.
- City and County of San Francisco will use current Third Party Software vendors unless being replaced by a Siemens system included in this agreement

Customer Staffing Requirements

Customer will be responsible for providing the appropriate resources to complete the engagement as recommended in the estimates below. Customer agrees that its assigned personnel shall have the appropriate time commitment to the project, knowledge of the Facility, subject matter expertise, software training, and the appropriate skill sets as outlined in the Roles and Responsibilities document in order to complete the implementation within the stated duration. Additionally Customer personnel are responsible to communicate business needs, complete analysis, design, configuration and testing and shall develop training materials, conduct user training and provide maintenance and ongoing system support starting with Application delivery. Additional details about resource assignment, resource tasks and resource work effort are in the Project Workplan, if applicable. FTE calculations are based on 2000 hours per year and the average duration of the install.

Siemens Medication Management	Hours	FTEs
Application Analysis	180	.32
Integration/Conversions	6	.01
Technology	114	.20
Average install duration: 14 weeks		

Siemens Pricing Information

Professional Services

Siemens will provide the following Time and Materials services listed below.

Services	Estimated Hours	Estimated Fee	Recurring Fee
Standard Services	402	$65,550	
Consulting Services	200	$43,000	
Total	602	$108,550	$0

Custom Programming Services

Siemens will provide the following Time and Materials Custom Programming services listed below. Customer shall begin paying Monthly Support Fees, if any, three (3) months after Delivery of the Custom Programming.

Custom Programming	Estimated Hours	Estimated Fee	Monthly Support Fee
Custom Interfaces			
Supplemental Interface Services			
Siemens Medication Management Demographics/ADT, Orders Outbound with Charges/Credits, Pocket Load/Unload Inbound from Omni-Cell – Migrate Existing Interfaces	36	$5,200	$255
Siemens Medication Management Demographics/ADT, Orders, Drug Master File Maintenance Outbound to Automed Baxter – Migrate Existing Interface	26	$7,200	$136
Total	62	$12,400	$391

Attachment to Exhibit A

Part IX
Additional Licenses for Healthcare Query Application Product
May 22, 2014

1. **GRANT OF LICENSE.** Under a prior Internal Contract Revision to the Agreement, Customer licensed the Healthcare Query Application from Siemens, but that license was limited to 1 block of 25 Named User licenses. Siemens now hereby grants Customer a non-exclusive, non-transferable license to the following Application and its related Deliverables throughout the Term of the Agreement, subject to the terms and conditions of the Agreement. Acting as Customer's Application Services Provider ("ASP"), Siemens shall process Customer's data at the ISC using the Application identified below. The Incremental Monthly Fee shown below covers the term license, support, and ASP processing for this Application for these additional Named Users.

Application	Incremental Monthly Fee
Healthcare Query (2 additional blocks of 25 Named Users)	$880*

* - this amount is the total Incremental Monthly Fee for the 2 additional blocks of 25 Named Users, combined

2. **MONTHLY FEES.** Customer shall pay the Incremental Monthly Fee for the Application identified in Section 1 above commencing upon the effectiveness of the Internal Contract Revision to which this Attachment is attached an continuing throughout the Term of the Agreement.

3. **SUPPORT.** Support for the Application identified in Section 1 above shall be provided in accordance with the Siemens Support Program under the Agreement throughout the Term of the Agreement.

4. **EQUIPMENT AND THIRD PARTY SOFTWARE.** Attached hereto as Schedule 1 is the sizing and capacity assumptions and the Equipment and software configuration for the Facility. That Schedule 1 is added to Agreement's Exhibit D.- Schedule 1. Customer shall procure all Equipment and such items of Third Party Software which are designated in Schedule 1 as being required for Customer to obtain, either from its existing resources, from Siemens and/or from a third party.

5. **GENERAL.**

    5.1. As required by 42 CFR 1001.952(g) and (h), Customer must, where applicable, fully and accurately report any discounts or credits or other financial concessions described in the Agreement or this Attachment, in the applicable cost reporting mechanism or claim for payment filed with U.S. Department of Health and Human Services ("DHHS") or a state agency, and, upon request from the applicable agency, must provide the information contained in the Agreement or this Attachment regarding any discounts, credits, or other financial concessions to DHHS or the state agency.

    5.2. This Attachment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. Nevertheless, to clarify the scope of that superseding effect, the Parties agree that the terms of this Attachment supplement the terms of the Agreement (including any prior amendments) by adding further Named Users for an already-licensed Application, clarifying that the existing licenses are for Named Users, and providing terms to govern that incremental license and the related fees. This Attachment and the Revision that added it to the Agreement and the Agreement (including its previous amendments) constitute the entire agreement between Customer and Siemens with respect to their subject matter, and they supersede all other prior and contemporary agreements, terms, understandings, and commitments between Customer and Siemens with respect to that subject matter. As amended, the Agreement shall remain in full force and effect.

Schedule 1

Customer: City and County of San Francisco
Date: May 7, 2014

Applications   **Release**
Healthcare Query ASP   7.02

Tracking Code: 140507DW1155S

Notes
- Decision Support Solution customers must be on DSS 6.3 or higher in order to implement Healthcare Query.
- Soarian Financial customers who do not have DSS must be on Soarian Financials Version 3.2 or higher in order to implement Healthcare Query.
- Healthcare Query customers without DSS and without Soarian Financials can interface INVISION, UNITY or MS4 Patient Accounting data to Healthcare Query ASP for reporting.   Three years of data will be maintained in the Healthcare Query environment through monthly purging.
- Customers without DSS or Soarian Financials databases do not need to purchase Windows or SQL Client Access Licenses.   In this case, the Healthcare Query ASP database uses the Microsoft SLPA licenses.   DSS and Soarian Financials customers must purchase Windows and SQL Client Access licenses as they use the Microsoft Server/CAL licenses.

Minimum Equipment and Third Party Software Requirements:

Healthcare Query Workstation
Required Equipment:
- Intel or 100% compatible Pentium 2.0GHz processor
- 10/100Mb network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 17" XGA monitor – (15" XGA Monitor with scrolling)
- Keyboard and Mouse
- 2 GB RAM - Note that workstation memory is specified in terms of Healthcare Query requirements. Workstation memory should be sized for all applications using it as well as the operating system requirements. For example, Microsoft's requirement for Windows 7 is 2GB minimum and Windows XP is 128MB minimum.
- (1) disk drive with 650MB of free disk space

Required Third Party Software:
- Microsoft Windows 7 (64 bit or 32 bit) or Windows XP Professional (32 bit) - Note: Microsoft Windows XP Professional is supported until the Microsoft Extended Support expires
- Microsoft Excel 2010 (32 bit) or 2007(32 bit) - Required if there is a need to read Excel-exported data on the workstation
- Oracle Java Standard Edition Runtime Environment 7 (Free download)
- Adobe Reader Version 11.x, or Version 10.x (Free download) – Required if there is a need to read PDF-exported data on the workstation
- Microsoft Internet Explorer Version 9 (32 bit) or Version 8 (32 bit)
- Microsoft XML Core Services Version 4.0 (Free download) Note: Customers without DSS or Soarian Financials databases do not need this download.

Attachment to Exhibit A

Part X
Additional SIS DataCaptor Licenses
July 22, 2014

1. GRANT OF LICENSE. Siemens hereby grants Customer a non-exclusive, non-transferable Term license to the following Third Party Software and its related Deliverables for a term that is coterminous with the Term of the Agreement, subject to the terms and conditions of the Agreement. Customer acknowledges that the Delivery and use of this Third Party Software are independent of any Deliverables under the Agreement and this Amendment.

Third Party Software	Monthly Term License and Support Fee
SIS DataCaptor (12 Additional Licenses)	$540

2. LICENSE AND SUPPORT FEES. Customer shall pay the fees and other amounts described in Section 1 as follows:

_____**2.1. Term License and Support Fees.** Customer shall pay the monthly Term License and Support Fee commencing on August 1, 2014 and continuing throughout the Term. Siemens will increase the recurring Term License and Support Fee for the SIS Application above by three percent (3%) per year following the first anniversary of the date on which that fee is first required to be paid; this adjustment replaces any CPI-based fee adjustment that might otherwise apply to that fee under the Agreement.

3. REPORTING OF DISCOUNTS AND CREDITS. Customer must fully and accurately report prices paid under this Attachment, net of all discounts as required by applicable law and contract, including without limitation 42 CFR 1001.952(h), on applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this Attachment and all other communications regarding this Attachment, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

4. GENERAL. This Attachment supersedes any contrary or inconsistent provisions of the Agreement and any prior amendments. No provisions of any Customer purchase order shall apply. As amended, the Agreement shall remain in full force and effect. This document has been negotiated equally by both parties and shall not be construed against one party or the other on the basis that it was drafted by one or the other.

Attachment to Exhibit A

Part XI
Substitution for MobileMD Service and Its Implementation
July 10, 2015

1. SUBSTITUTION. Under Section 9.6 of the Agreement, Customer has the right to discontinue the use of the MobileMD service, which had been described in Sections 1 through 5 of Part VI of the Attachment to the Agreement's Exhibit A, and Customer hereby elects to do so. In light of prior discussions Customer and Siemens, as predecessor to Cerner, had in this regard, the parties agree that this election shall be treated as being retroactive back to June 26, 2014. Under the terms of that Section 9.6, following such discontinuation, the monthly fees for that service continue but would be applied to another Cerner proprietary Application or Siemens proprietary service with an equal or greater monthly fee, but Customer and Cerner are agreeing, as stated below, to broaden how those fees can be applied.

2. TERMINATION OF IMPLEMENTATION; APPLICATION OF CERTAIN FEES.

2.1 Customer maintains that Siemens, as predecessor to Cerner, made certain statements about the functionality and support of the MobileMD service and that Siemens later stated that certain aspects of the described functionality and support would not be provided. Without Siemens or Cerner admitting liability but to amicably resolve any claims that could arise from that situation, Cerner and Customer now agree (a) to terminate the implementation services for the MobileMD service, with Customer still to be responsible for paying the fees for those implementation services but with those funds to be applied as described in Section 2.3 below and (b) to broaden the right of Customer to apply the monthly fees, as described below.

2.2 The monthly fees that were contracted for the MobileMD service shall be applied either (1) as described in Section 9.6 of the Agreement (i.e. to one or more Cerner proprietary Applications and/or Cerner proprietary services with an equal or greater monthly fee) or (2) to professional services which are contracted under the Agreement and shall be performed by Cerner or, with the parties' approval, a subcontractor. Except in the case described in clause (a) of Section 2.3 below, Customer shall give Cerner at least thirty (30) days' written notice of an application of these fees and the parties shall document the specific terms in a Professional Service Request (PSR) or other amendment to the Agreement.

2.3 Customer and Cerner agree as follows about certain specific points relating to fees:

(a) Customer has paid $97,500 representing the first fifty percent (50%) of the one-time installation fee for the MobileMD service; Cerner shall retain that $97,500 as payment in full for both (i) the fees and expenses for the work effort described in Professional Service Request (PSR) #1405225756 and (ii) the fees and expenses for the installation work already performed relating to the MobileMD service.

(b) The parties agree that the remaining MobileMD one-time and monthly fees total $757,500, as explained below, and to the extent that this amount is not used as described in Section 9.6 of the Agreement, those fees will be used for future professional services as described in Section 2.2 above that will be documented in one or more internal change requests, amendments, or PSRs, with the fees being paid monthly as incurred. On a monthly basis Cerner and CCSF will review and document the budget of the hours and fees that have been used. In the event any portion of this $757,500 remains unpaid at the end of the Term of the Agreement, Customer shall nevertheless be obligated to pay Cerner that remaining amount. For information purposes, the parties note that the $757,500 figure has been calculated as follows:

    i. the second fifty percent (50%) of the HIE one-time installation fee (that fifty percent equals $97,500) plus

    ii. the MobileMD Monthly fee of $20,000 beginning on the earlier of HSC or eighteen (18) months from the Amendment Effective Date of the First Amendment, so beginning at the latest in October 2014 and ending June 30, 2017, a period of 33-months, totaling $660,000.

3. RELEASE. Customer, in consideration of the terms of this Attachment, hereby fully, finally and forever releases Siemens and Cerner and their respective parents, affiliates, successors and assigns, representatives, officers, directors and employees from any and all claims, demands and causes of action of any kind, known or unknown, whether based in contract, tort, negligence, or other theory of recovery, which have accrued as of the effectiveness of this Attachment *and which relate solely to the MobileMD service or its functionality or implementation.* Customer agrees that the promises made under this Attachment are in full and adequate consideration for the release given

herein. As a part of the consideration for this release, Customer expressly represents and warrants that before executing this instrument, it has been fully informed of its terms, contents, conditions and effects, and that in making this release, no compromise or representation of any kind has been made to it or anyone acting for it, except as is expressly stated in this Attachment.

4. **SECTION 1542 WAIVER.** In granting the release solely in regard to MobileMD, Customer acknowledges that it has read and understands California Civil Code section 1542, which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Customer expressly waives and relinquishes all rights and benefits under that section, and under any law of any jurisdiction of similar effect, with respect to the release of any unknown or unsuspected claims contained in this Attachment.

Attachment to Exhibit A

Part XII
EMUE License
July 10, 2015 ("ICR Effective Date")

1. GRANT OF LICENSE. Contractor hereby grants Customer a non-exclusive, non-transferable Term license to use the following Third Party Software for a term that is coterminous with the Term of the Agreement, subject to the terms and conditions of this Attachment and the remainder of the Agreement. This software replaces the Online Interfaces Express™ (OLIE) software that Customer previously used. Contractor's delivery of the EMUE software is subject to the terms of Databound's End User License Agreement (EULA) for that software. Prior to the scheduled delivery date of the EMUE software, Customer must go to the Databound website and "click through" Databound's EULA to show its agreement to those terms.

Application	Monthly Term License and Support Fee
EMUE Express Edition 10 EMUE Express workstations 3 Supported users	$1,555

2. LICENSE AND SUPPORT FEES. Customer shall pay the fees and other amounts described in Section 1 as follows:

2.1. Term License and Support Fees. Monthly Term License and Support Fee will commence on First Productive Use (FPU) and continuing throughout the Term.

3. TRAINING AND SUPPORT. Monthly Term License and Support Fee includes up to two remote, two-hour, Quick Start sessions of two to three users each. These sessions will be using EMUE on their PCs, via a remote access tool (GotoMeeting, WebEx, etc). In addition, the Monthly Term License and Support Fee includes onsite training for script migration and for the use of EMUE's advanced features, specifically two days of such training for the two to three supported users.

4. REPORTING OF DISCOUNTS AND CREDITS. Customer must fully and accurately report prices paid under this Attachment, net of all discounts as required by applicable law and contract, including without limitation 42 CFR 1001.952(h), on applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this Attachment and all other communications regarding this Attachment, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

Part XIII
QRDA Extract and Additional Procedure Room Licenses for SIS OR Application
July 10, 2015 ("ICR Effective Date")

1. GRANT OF LICENSE. Contractor hereby grants Customer a non-exclusive, non-transferable Term license (i) to use the additional functional capability of the SIS Application noted in Subsection 1.1 below and the Deliverables related to that functional capability and (ii) for the additional Procedure Rooms noted in Subsection 1.2 below, in each case for a term that is coterminous with the Term of the Agreement, subject to the terms and conditions of this Attachment and the remainder of the Agreement. Customer acknowledges that the Delivery and use of this Application are independent of any Deliverables under the Agreement and this Revision.

1.1. QRDA Extract.

Application	Monthly Term License and Support Fee
QRDA Extract*	$415

*The QRDA extract translates codified data into an XML format to be processed by the Soarian Decision Support System (DSS) Application, which aggregates SIS data with financial and clinical data from Soarian (such as diagnosis, length of stay, and inpatient medications) per government standards.

1.2. Additional Procedure Rooms.

Application	Monthly Term License and Support Fee
SIS OR Base and Anesthesia (4 IR Rooms, 7 additional Procedure Rooms)	$9306

including the following modules:
- SIS Scheduling / Administration I PAT Scheduling
- SIS Periop Nursing (Pre, Intra, Post) Documentation
- SIS Rules Based Charging
- SIS Analytics (Periop, Executive Views)
- SIS Gate (Interface Server)
- SIS Com (Patient Tracking)
- SIS Anesthesia (Pre-Op, Intra-Op, Post-Op) Documentation
- SIS Analytics (Anesthesia View)
- SIS Tissue Trax
- SIS Web
- SIS OR View
- First Data Bank
- DataCaptor (57 Licenses)

2. LICENSE AND SUPPORT FEES. Customer shall pay the fees and other amounts described in Section 1 as stated in this Section, including Sections 2.1 and 2.2 below. Contractor will increase each of the recurring Term License and Support Fees for the SIS Application stated in Sections 1.1 and 1.2 above by three percent (3%) per year following the first anniversary of the date on which that fee is first required to be paid; this adjustment replaces any CPI-based fee adjustment that might otherwise apply to that fee under the Agreement:

2.1. Fees for QRDA. Monthly Term License and Support Fee stated in Section 1.1 above will commence on First Productive Use (FPU) of the Application identified in that Section 1.1 and continue

throughout the Term. Customer will be billed a lump sum for all monthly fees stated in Section 1.1 above incurred from FPU through June 30, 2015 on July 1, 2015. In addition to paying that bill for that lump sum in accordance with the terms of the Agreement, Customer will commence paying monthly fees stated in Section 1.1 above as incurred starting on July 1, 2015.

2.2. Fees for Additional Procedure Rooms. Customer shall pay the monthly Term License and Support Fee stated in Section 1.2 above commencing on the earlier of First Productive Use of the any part of the Application identified in that Section 1.2 or eighteen (18) months after the ICR Effective Date; however, Contractor shall extend that eighteen (18) month period to the extent of any Contractor-caused delay in such First Productive Use.

3. PROFESSIONAL SERVICES. Professional Services are required to implement the QRDA Extract. Professional Services will be quoted as Product Service Request (PSR).

4. CHS SIS SERVICES. Acting as Customer's ASP, Contractor agrees to process Customer's data at the ISC using the Applications listed in Section 1.2 above, as an extension of the Custom Hosting Service identified in Section 9 (CHS Services for SIS Applications) of Part VI of the Attachment to the Agreement's Exhibit A, for the fee identified below and on the terms described in that Section 9. Customer shall commence paying the Monthly CHS SIS Fee identified below upon the earlier of Delivery of any of the SIS Applications identified in Section 1.2 above or eighteen (18) months after the ICR Effective Date; however, Contractor shall extend that eighteen (18) month period to the extent of any Contractor -caused delay in such Delivery.

Additional Monthly CHS Fee for SIS $4,500.00

Section 9.4.2.1 within that Section 9 identified baseline resources, and the table in that Section 9.4.2.1 is hereby updated to read in its entirety as follows:

Hardware	Baseline Resources	Description
Interface/Print Server(s)	2	1 – Production and 1 - Test/training
SIS Web/Analytics Server(s)	2	1 – Production and 1 - Test/training
SIS Communication Server(s)	2	1 – Production and 1 - Test/training
SIS Com OR Server(s)	1	1 – Production
Citrix Server(s)	4	3 – Production and 1 - Backup
Database Server(s)	2	Active/Passive Cluster
Local Storage Array (GBs)	1,000	Online storage

These updates to Section 9.4.2.1 are based on the following assumptions:
- Increase the Citrix Servers from 2 to 4
- Increase the memory on the existing two (2) severs from 32 to 74.
- Increase the Citrix licenses from 75 to 150

The requirements under the Agreement relating to CHS SIS Responsibilities (as further described in Attachment 9 to the Agreement's First Amendment) also apply to these additional resources.

5. HARDWARE. Attachment 8 to the Agreement's First Amendment included several Technology Bids identifying Equipment and Third Party Software that Customer agreed to purchase and pay for and Contractor agreed to sell and deliver. The parties have realized that that Attachment inadvertently included a Technology Bid that identifies Equipment and Third Party Software that Contractor might need in performing the Custom Hosting Service but that Customer is not to be purchasing, so that Technology

Bid, specifically the Technology Bid labeled as "OR Management/Anesthesia Management by SIS V5.05" with Tracking Code# 130514KO1100B-OR-HP, is hereby deleted from that Attachment 8, thereby eliminating Customer's obligation to purchase and pay for and Contractor's obligation to sell and deliver the items on that particular Technology Bid. The other Technology Bids in that Attachment 8 are not affected and remain unchanged.

6. REPORTING OF DISCOUNTS AND CREDITS. Customer must fully and accurately report prices paid under this Attachment, net of all discounts as required by applicable law and contract, including without limitation 42 CFR 1001.952(h), on applicable Medicare, Medicaid and state agency cost reports. Customer shall retain a copy of this Attachment and all other communications regarding this Attachment, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

Attachment to Exhibit A

Part XIV
Imprivata Purchase
July 10, 2015

Customer agrees to purchase from Contractor and Contractor agrees to supply the items listed in the Technology Bids attached hereto in accordance with the applicable terms and conditions of the Agreement. All Third Party Software and Equipment listed in that Technology Bid shall be delivered to a single location specified by Customer prior to Third Party Software and Equipment delivery.

Cerner

Technology Bid

Customer:	City and County of San Francisco
Date:	March 24, 2015

Notes:
- This order is valid for 30 days.
- Fax PO to 610-448-4761
- Implementation to be provided by Customer or via Cerner Professional Services request.

Imprivata – VIR-APP & Maintenance Renewal

Tracking Code: 150127PT1400

Qty	Cerner ID	Equipment and Third Party Software – One Time Fees	Extended Price
1	SUPV25	OneSign Annual Premium-V Maintenance Period: 5/01/2015 - 04/30/2016 VDA 3000 Users, SSPW 3000 Users, SSO/AM 3000 Users	$48,750
5	VIR-APP	Imprivata OneSign Virtual Appliance	$9,475
		Total One-Time Fees:	**$58,225**

Prepared For:	City and County of San Francisco/Dept of Public Health ("Client") 101 Grove St San Francisco, CA 94102 USA	**Quote** July 26, 2016 **Expiration Date:**

Cerner Sales Contact: Thomas Elardy	**Phone #:** (925) 750-2132	**E-mail Address:** thomas.elardy@cerner.com

Attachment to Exhibit A
Part XV
Extension and Professional Services

January 3, 2017

1. Fee Amounts. The existing recurring fees under the Agreement will continue throughout the Term of the Agreement, subject to applicable adjustments under the Agreement. In light of the new right that City has to terminate Support, the parties are identifying which portions of those existing fees represent fees for Support and which portions represent fees for other services. The total amounts of those existing recurring fees are not being changed by this Amendment; the current amounts of those fees are listed below for information purposes (but the parties recognize that these lists are not definitive, so the parties do not intend that any omission of an Application, service, or item of content or Third Party Software or a fee should be interpreted as implying that that item or fee does not continue or is not covered by the extension, absent an express statement in this Amendment about the term of a particular item not being extended).

Description	Monthly Fees
Remote Computing Services listed in Attachment A	$342,305.76
ICO Computing Fees listed in Attachment B	12,052.31
CD-ROM Encryption Fee	116.31
VPS PSR2012-381905-B117	688.23
SQM ASP Fee	3,953.34
SQM Support	6,662.94
Advanced Interoperability Service	7,015.00
ePrescribing	5,108.01
eScripting	2,560.82
Healthcare Query (1 block of 25 named users)	446.62
Healthcare Query (2 blocks of 25 named users)	893.25
Pharmacy MAK ASP	14,479.78
FDB Knowledge Base	1,197.77
CHS SIS Monthly Fee	18,504.42
EMUE	1,555.00
CHS SIS Monthly Increase	4,500.00
EDM ASP Usage Fee	514.65
PeopleSoft Interface	375.00*
Bank of America Upload (Direct Line)	175.00
Bank of America Info to EDM (Direct Line)	172.00

*PeopleSoft Interface fees will begin on First Productive Use.

Quarterly and Annual Fees

INVISION Printer LU Block for ASP site – Quarterly Fee: $501.00
INV Ancillary Orders Status Results Incoming to COR – Annual Fee: $1,369.92 billed every June
INV/UTY APR-DRG 1st/single entity – Annual Fee: $25,553.04 billed every July

2. INVISION Clinical Applications. Notwithstanding anything else contained in the Agreement, with respect to the INVISION Clinical Applications and associated Deliverables licensed or provided to City under the Agreement (the "Legacy Clinical Applications"), City acknowledges and agrees that through the remainder of the Term, Contractor's representations, warranties, and other obligations to develop or provide any new or modified content or software code for or otherwise support the Legacy

Clinical Applications are confined to the following: making available to City software or content updates within a reasonable period of time and as required to (a) correct failures of the Legacy Clinical Applications to perform substantially in accordance with Contractor's then-current Documentation; and/or (b) enable City to use the Legacy Clinical Applications in compliance with the then-current requirements under the Privacy and Security Rules under HIPAA if and to the extent such Rules are expressly applicable to the features of the Legacy Clinical Applications (as set forth in Contractor's then-current Documentation) (collectively, "Limited Support Obligations"). Throughout the Term of Support, Contractor shall continue to provide the Support obligations that are described above as being the Limited Support Obligations, but Contractor has no other obligations to provide or otherwise make available to City any new or revised Update, Version, or Release of the Legacy Clinical Applications.

Without limiting the generality of the foregoing, for clarification, Contractor has no warranty, support, or other obligation to seek, obtain, or maintain any Future Certification or to develop or provide anything to fulfil or address any Future HITECH Requirement or other regulatory (e.g., Inpatient Prospective Payment System) or accrediting body (e.g. ORYX) reporting requirements. "Future Certification", as used in this Section, means any and all certifications that are deemed required, optional, or contemplated by any Federal or state rule, regulation, directive, guide or the like, excluding only the 2014 Edition (Release 1) certification Contractor has obtained and maintains as of the Amendment Effective Date with respect to the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). For clarification, a 2014 Edition (Release 2) certification or any subsequent certification that addresses changes to an existing stage or introduces any Stage 3 requirement under the HITECH Act is a Future Certification. "Future HITECH Requirement", as used in this Section, means any technical standard, criteria, feature, or functionality that is deemed required, optional, or contemplated under the HITECH Act, as supplemented or otherwise amended, excluding only those technical standards that are expressly required for Contractor's 2014 Edition (Release 1) certification referenced above.

3. SUBSTITUTION. Under Section 9.6 of the Agreement, City has the right to discontinue the use of the Soarian EDM Online Medical Record & Completion Management Term License, Support and ASP service, which had been described in Sections 6 of Part VI of the Attachment to the Agreement's Exhibit A, and substitute another Contractor Application or Contractor proprietary service with an equal or greater monthly fee, and City hereby elects to do so, as further described in Section 4 below.

4. TERMINATION OF CERTAIN APPLICATION FEES. In light of City's election to discontinue certain term licensed Contractor proprietary Applications as set forth in Section 3 above, the remaining Soarian EDM Online Medical Record Monthly fee of $12,442.56 per month and Soarian EDM Completion Management Monthly fee of another $12,442.56 per month will replaced by the Remote Computing Fees listed in Section 1 above. Any remaining EDM Online Medical Record and EDM Completion Management Professional Services, Custom Programming or Education services will be terminated on the Amendment Effective Date. Moreover, in consideration of the terms of this Amendment and in light of City having requested this substitution prior to the commencement of the Soarian EDM Online Medical Record Monthly fee and Soarian EDM Completion Management Monthly fee in February 2015, Contractor is willing to have the replacement of the Soarian EDM Online Medical Record Monthly fee and Soarian EDM Completion Management Monthly fee apply as of the commencement of those fees in February 2015. Accordingly, Contractor shall credit the Soarian EDM Online Medical Record Monthly fee and Soarian EDM Completion Management Monthly fee to the extent previously invoiced and shall treat those fees as being replaced in their entireties by the Remote Computing Fees listed in Section 1 above.

Furthermore, under an earlier Internal Change Request dated July 10, 2015 (the "MobileMD Termination ICR"), City terminated certain services related to MobileMD and the parties agreed on the application of certain one-time fees and also agreed on ways in which the remaining one-time and monthly fees that were contracted for the MobileMD service could be applied. Moreover, in consideration of the terms of this Amendment and in light of City having requested the substitution relating to MobileMD prior to the commencement of invoicing of MobileMD monthly fees in February 2015, Contractor is willing to have the replacement of the MobileMD monthly fees apply as of the commencement of those fees in February 2015. (In this regard, the parties note that the commencement of those fees was indeed in February 2015 and not October 2014 as had been contemplated by the MobileMD Termination ICR, so the total amount of MobileMD fees to be applied is $80,000 (four months at $20,000/month) less had been provided for in the MobileMD Termination ICR, but in any case the full amount is to be applied as referenced in this Amendment.) Accordingly, Contractor shall credit the MobileMD monthly fees to the extent previously invoiced and shall treat those fees as being replaced in their entireties by the Remote Computing Fees listed in Section 1 above. City and Contractor now agree that for each month of Remote Computing Fees listed above, the portion which is not replacing the Soarian EDM Online Medical Record Monthly fees and Soarian EDM Completion Management Monthly fees as described above will be applied towards satisfaction of the obligation to apply the remaining one-time and monthly fees that were contracted for the MobileMD service.

At City's request, the licenses and Support services for the following SIS Applications shall terminate as of the end of the day on the SIS Termination Date (as defined below):

- SIS OR Term License monthly fee of $43,268.00

- SIS Anesthesia monthly fee of $12,575.00
- SIS DataCaptor monthly fee of $541.93
- SIS QRDA monthly fee of $415.00
- SIS Additional Licenses monthly fee of $9,306.00
- SIS Tissue Trax annual fee of $25,926.12 billed every December

City shall not be obligated to pay the corresponding Term License and Support Fees for these Applications for the period after the SIS Termination Date, and instead, City agrees to replace the fees listed above with Professional Services at a rate of $185 an hour to be used over a period of 18-months following the SIS Termination Date. The fees for these Professional Services will be non-refundable and will be billed monthly in a fixed amount from the SIS Termination Date until June 30, 2017. These Professional Services can be used for additional support services to assist with Cerner proprietary Applications, custom code, third party interfaces, technology, updates and releases, project management and implementation of new Applications, but these Professional Services do not include any services performed by Cerner Strategic Consulting. Any of the hours of Professional Services described in this paragraph that are not used by the end of that 18 month period need not be provided.

City will give Contractor at least sixty (60) days prior written notice of the "SIS Termination Date," but in no event will the SIS Termination Date be later than June 30, 2017.

5. Professional Services. City engages Contractor to perform services described below in Section 5.3 accordance with the Statement of Work attached as Attachment C. The professional service fees summarized below reflect a discount off Contractor's current professional services rates. The discount is valid for the entire term of the described engagement, provided that City permits Contractor to begin the engagement within twelve (12) months after the Amendment Effective Date; otherwise, Contractor's then-current professional service rates will apply. Any changes to the Statement of Work will be completed through the Change Order process and mutually agreed to by City and Contractor. Under Section 12 (*Education*) of the Agreement, Contractor agreed to provide certain education courses to City and agreed to waive the fees for those courses, in effect, providing an allowance of $48,425 for City to use on that education. City has utilized just $6,300 of that allowance on education, leaving an unused balance of $42,125. In place of Contractor's providing the remaining courses identified in that Section 12, Contractor will apply the remaining unused education balance of $42,125 to the fees for the Professional Services identified in this Amendment.

5.1. Time and Materials. Contractor shall bill and City shall pay monthly as incurred the professional service fees for the time and materials services summarized in Section 5.3 below. Such fees shall be based on actual hours of services performed; accordingly, City may use those services as needed, and any estimated hours that are not used will not be charged.

5.2. Travel and Living Expenses. Travel and living expenses are estimated to be $1,262,130. The travel and living expenses will be reimbursable and paid in accordance with the terms and conditions of the Agreement and invoiced monthly as incurred.

5.3. Professional Services.

Time and Materials	Estimated Hours	Hourly Rate	Estimated Amount	
Project Management	6,240	185	1,154,400	
INVISION Clinical Consultant	8,340	185	1,542,900	
Integration Technology Consultant	6,240	185	1,154,400	
Technology Lead	1,560	185	288,600	
Technology Consultant	3,120	185	577,200	
INVISION Patient Accounting/Patient Management Consultants	6,240	185	1,154,400	
MPI Analysis Consultant	800	200	160,000	
DSS Strategic Services Advanced Analytics Consultant	750	200	150,000	

Document Management Strategic Consultant	300	200	60,000	
Strategic Services Revenue Cycle Consultant – Extract Oversight	500	200	100,000	
Direct Line Services – INVISION Patient Accounting	200	200	40,000	
Direct Line Services – EAD	500	200	100,000	
Direct Line Services – LCR	1,400	200	280,000	
Soarian Analytics/DSS Consultant – DSS Extraction	800	200	160,000	
Document Management Strategic Consultant – DM Extraction	48	200	9,600	
Direct Line Services – Document Management	952	200	190,400	
Data Gathering Services – INVISION Patient Accounting	240	200	48,000	
Data Validation – INVISION Patient Accounting	764	200	152,800	
PeopleSoft GL Interfaces	500	185	92,500	
Migration Support Services	5,400	185	999,000	
Sub-Total PS Fees:	44,894		$8,414,200	
Travel & Living (15%):			1,262,130	
Sub-Total PS and T&L Fees:			$9,676,330	

6. FSI Outpatient Retail Pharmacy: For FSI Outpatient Retail Pharmacy City will continue to pay a monthly of $1,289.61 until June 30, 2017. Starting on July 1, 2017 the FSI Outpatient Retail Pharmacy monthly fee will be $1,404. City may terminate the FSI Outpatient Retail Pharmacy service by giving Contractor at least ninety (90) days' prior written notice, but the earliest effective date for such termination shall be July 1, 2017. City shall not be obligated to pay the monthly fee for the FSI Outpatient Retail Pharmacy service for the period after the effectiveness of the termination of that service.

7. CHS SIS Services. Acting as City's hosting provider, Contractor is processing City's data at the ISC as described in Section 8 (CHS SIS Services) of Part VI of the Attachment to the Agreement's Exhibit A. City and Contractor now agree to update the scope of those data processing services by replacing the text of Section 8.4.2.1 within that Section 8 with the following table:

9.4.2.1 Baseline Resources

Hardware	Baseline Resources	Description
Interface/Print Server(s)	2	1 – Production and 1 - Test/training
SIS Web/Analytics Server(s)	2	1 – Production and 1 - Test/training
SIS Communication Server(s)	2	1 – Production and 1 - Test/training
SIS Com OR Server(s)	1	1 – Production
Citrix Server(s)	4	3 – Production and 1 – Backup
Database Server(s)	2	Active/Passive Cluster
SAN Storage (GBs)	1,500	Online storage

These updates to Section 8.4.2.1 document the following:
- Increase the Citrix Servers from 2 to 4

- **Increase** the memory on the existing two (2) servers from 32 to 74.
- Increase the Citrix licenses from 75 to 150

The requirements under the Agreement relating to CHS SIS Responsibilities (as further described in Attachment 9 to the Agreement's First Amendment) also apply to these additional resources.

In consideration of the changes in the scope of these services, City will pay the following incremental monthly fee (in addition to the CHS fees listed in Section 1) commencing on Delivery and continuing throughout the Term (as amended by this Amendment):

Additional Monthly CHS Fee for SIS $2,250

When Contractor's obligation to provide Support for the SIS Application terminates, City will need to arrange for SIS to utilize City's VPN gateway, and transverse that VPN in order to access the SIS servers in the ISC via Contractor's WAN link over City's network. This would enable SIS to utilize its remote support application – Bomgar. When Contractor's obligation to provide Support for the SIS Application terminates, the RSA tokens will be disabled, and City will be responsible to grant SIS resources access for SIS support.

7.1. City-Supplied Software. City shall ship, or arrange for its software vendor(s) to deliver to Contractor, any upgrades, security and other patches and any updates in license keys occasioned by City's extended or expanded use of the City Supplied Software listed below that City receives over the Term, directly to the ISC at City's expense. Contractor shall inventory all City Supplied Software as it is received from City and shall maintain such inventory for City's reference and use. City will obtain and maintain all licenses and approvals required for Contractor to operate, use and otherwise access the City Supplied Software to the extent necessary for Contractor to perform its duties hereunder and to operate the City Supplied Software at the ISC. Contractor will work with City and cooperate in good faith with City's efforts to obtain all licenses and approvals at City's expense. City understands that if it does not obtain such licenses and approvals, Contractor will not perform, and shall be excused from performing, any duties or obligations that require the use of the City Supplied Software for which such licenses or approvals have not been obtained, but in that event City and Contractor will work together and cooperate in good faith to develop and implement alternatives to such software. Contractor shall not be responsible for any consent, license, support and maintenance fees associated with the City Supplied Software including fees, if any, necessary to bring the City Supplied Software into compliance at the time of initial delivery to Contractor, or with any mainframe processor changes during the Term. Contractor makes no warranties as to the performance of the City Supplied Software and City shall obtain support and maintain maintenance for all City Supplied Software from the respective vendor or support provider. At City's expense, City shall indemnify, defend and hold Contractor harmless from and against any claim arising from or regarding City Supplied Software that is operated by, used by, or otherwise disclosed to Contractor pursuant to this Amendment or the remainder of the Agreement. To qualify for indemnification, Contractor must (i) give written notice to City as soon as it becomes aware of the claim; and (ii) allow the City to control, and fully cooperate in, the defense and all related negotiations.

City Supplied Software
  SIS OR (Base Surgery) Application including the following modules:
  - SIS Scheduling / Administrative / PAT Scheduling
  - SIS Periop Nursing (Pre, Infra, Post) Documentations
  - SIS Rules Based Charging
  - SIS Analytics (Periop, Executive View)
  - SIS Gate (Interface Server)
  - SIS Com (Patient Tracking)
  SIS Anesthesia including the following modules:
  - SIS Anesthesia (Pre-OP, Intra-Op, Post-OP) Documentation
  - SIS Anesthesia (Anesthesia View)
  SIS Tissue Trax
  - SIS Trax (single-entity and medium tier)
  SIS Web
  SIS OR View
  SIS DataCaptor
  SIS QRDA Extract
  SIS Additional Licenses
  First Data Bank

Other: Oracle Licenses & Crystal Report Licenses
          Other third party software or other products within SIS.

7.2 CHS SIS Termination Option. City shall have the option to terminate CHS SIS Services at any time as described in this Section 7.2 by giving Contractor written notice (the "CHS Termination Notice") of the date on which CHS Services are scheduled to end (the "CHS Scheduled End Date"). If City exercises this right to terminate, the transition services described in Section 7.3 (*CHS SIS Transition Services*) are to be performed prior to the date the CHS SIS Services end, and the CHS SIS monthly fees will be terminated when the disengagement of SIS CHS at the Contractor datacenter has occurred.

(a) City must give Contractor the CHS Termination Notice at least sixty (60) days in advance of the CHS Scheduled End Date.

(b) If the CHS Scheduled End Date is no later than June 30, 2017 then City agrees to replace the CHS monthly fees with Professional Services at rate of $185 an hour to be used over a period of 18 months following the date on which CHS SIS Services end to June 30, 2017. The fees for these Professional Services will be non-refundable and will be billed monthly in a fixed amount per month from the CHS Scheduled End Date to June 30, 2017. These Professional Services can be used for additional support services to assist with Cerner proprietary Applications, custom code, third party interfaces, technology, updates and releases, project management and implementation of new Applications, but these Professional Services do not include any services performed by Cerner Strategic Consulting. Any of the hours of Professional Services described in this Section 7.2 that are not used by the end of that 18 month period need not be provided.

(c) If the CHS Scheduled End Date is to be after June 30, 2017, then the CHS Termination Notice still needs to be given as described above, but the requirements for the purchase of Professional Services as described in paragraph (b) above will not apply.

7.3 CHS SIS Transition Services. If City exercises the right to terminate described in 7.2 (*CHS SIS Termination Option*); above, Contractor will assist City with the following migration services related to the CHS SIS Services:

Contractor Responsibilities:
- Migration of SIS application configurations and databases
- Offline synchronization of databases with downtime
- Final Application Cutover, and testing.
- Disengagement of SIS CHS at Contractor datacenter

City Responsibilities:
- Responsible for configuration of SIS hardware and Application environment

The Contractor migration services listed above are estimated to be 40 hours of work and, if performed, will be charged at an hourly rate of $185 (so for the estimated 40 hours of work, the total fee would be $7,400). These fees will be billed per Section 5 of this Amendment.

8. Grant of License. Contractor hereby grants City a non-exclusive, non-transferable license to the following additional blocks of Named Users for the following Application and its related Deliverables throughout the Term of the Agreement, subject to the terms and conditions of the Agreement. Acting as City's Application Service Provider ("ASP"), Contractor shall process City's data at the ISC using the Applications identified below. The Incremental Monthly Fee shown below covers the term license, support and ASP processing for these additional Named Users.

Application	Monthly Fee
Healthcare Query (2 additional blocks of 25 Named Users)	$880*

*this amount is the total incremental Monthly Fee for the 2 additional blocks of 25 Named Users, combined

8.1. Monthly Fees. City shall pay the incremental Monthly Fee for the Application identified in Section 8 above commencing upon the Amendment Effective Date and continuing throughout the Term of the Agreement.

8.2. Support. Support for the Application identified in Section 1 above shall be provided in accordance with the Contractor Support Program under the Agreement throughout the Term of the Agreement.

8.3. Equipment and Third Party Software. Attached hereto as Attachment D is the sizing and capacity assumptions and the Equipment and software configuration for the Facility. The Attachment D is added to Agreements Exhibit D – Schedule

1. City shall procure all Equipment and such items of Third Party Software which are designated in the Exhibit D – Schedule 1 as being required for City to obtain, either from its existing resources, from Contractor and/or a third party.

9. **Allowance.** City is entitled to a 2% Electronic Funds Transfer (EFT) Allowance for the entire monthly invoice if that entire monthly invoice is paid within 30 days of the invoice date.

10. **Option for DataArk License and Services.** City may elect to purchase from Cerner a license to the DataArk Third Party Software described in the form of Sales Order attached hereto as Attachment E. Cerner will supply City with an executable Sales Order if City elects to purchase Data Ark on or before June 30, 2017.

Attachment A

Remote Computing Services: Includes the following:

<u>Description:</u>

INVISION Base, including:
- Patient Management
- Resource Scheduling
- Clinical Observation and Results
- Clinical Archive
- Browser Technology (NetAccess/OAS Gold)

INVISION Clinicals, including:
- Med/IV Orders
- Advanced Patient Assessments
- Orders Charting
- Clinician View
- Clinical Notification Inbox
- POE Starter Set
- Rules Engine
- Physician View

INVISION Patient Accounting, including:
- FMS Test System
- Receivables Management Workstation
- Collection Letters
- Patient Account Archive
- PA Outpatient Prospective Payment (PA OP PPS)
- Receivables Policy Manager ASP

Bed Management
Lifetime Clinical Record (LCR)
Enterprise Access Directory (EAD)
- EAD Sophisticated Matching Algorithm Application (SMA)

DSS Base
DSS Financial Performance
DSS Clinical Module
EDM Base (100 Concurrent Users)
EDM PFS (477 Beds at San Francisco General Hospital
       Facility and 855 Beds (15 acute and 840 skilled
       Nursing) at Laguna Honda Hospital Facility)

Siemens Pharmacy (now known as Pharmacy)
Siemens Medication Administration Check (MAK) (now known as Medication Administration Check)
Wide Area Network

<u>EDI Services:</u>

Integrated Eligibility Service:
- Unlimited transactions per month

Batch and Browser Eligibility Services:
- 300,000 transactions per month; transactions in excess of 300,000 per month shall be chargeable at a rate of $0.28 per transaction.

HDX CD ROM
Electronic Billing – MediCal

Remote Patient Statements

Custom Programming	Description
PSR# 9407189119	Radiology Results (RTI)
PSR# 9407189118	LCR Sunquest Results
PSR# 9407189105	SIGH Custom Bill Forms
PSR# 9407189120	Transcription Interface
PSR# 9600881801	Add Hosp Defined PRDOC
PSR# 9510150701	New FAMIS GL Interface
PSR #9510150703	Revisions to FAMIS INT
PSR# 9510571402	Custom Alias Name INQU
PSR #9607136801	LCR Interface from FOU
PSR# 9407189102	SIG – Standard HL7 Int
PSR# 9708657301	MICRS Reporting Change
PSR# 9105296901	Change to CA Remit Tape
PSR# 9213068113	Online Base 36 to 10
PSR# 9213068115	Custom Geno (CHPPGENY)
PSR# 9213068116	RCO MIG-PAT Appt PROC
PSR# 9213068117	RCO MIG-Alias Weight
PSR# 9404604202	OLCP RPT-to RCO PA22
PSR# 9213068104	RECIRC Error File
PSR# 9213068109	RCO-Alias
PSR# 9401023801	MIG Intf to RCO-DS22
PSR# 9400315907	Appt Card Flex Report
PSR# 9400315908	ER and IP Return Rpts
PSR# 9400315904	SFPROFE1
PSR# 9400315905	ATP Processing
PSR# 9400315902	FAMIS
PSR# 9400315910	HMS Processing
PSR# 9400315911	CPD Charge Report
PSR# 9414995201	Bus Off Prod Stats Rpt
PSR# 9420493001	Add OAS Profile Flex to GL FAMIS Interface
PSR# 9411432901	MICRS Reporting
PSR# 9407189115	Radiology (SD&G) to IH
PSR# 9407189118	Sunquest to LCR Interf
PSR# 9407189119	Rad to LCR Interface
PSR# 9400315903	FAMIS GL Interface
PSR# 9400315906	Charge Edit Processing
PSR# 9400315909	BDR Processing
PSR# 9213068111	AR BLIP
PSR# 9400315912	AR Late Charge Report
PSR# 9400315913	SFAPCP-PIDX Update
PSR# 9407189124	Sunquest Orders RTIF I
PSR# 9407189115	Radiology ADT and Order
PSR 0211197402	Supp Fee/RTIF Add-On Orders
PSR #040513472801	Novius Radiology Interface V24 with Agfa PACS
PSR # 050811319001	Support fee HL7 TIF Interface
PSR # 0508307696-01	Support fee for Revenue Master Ad Hoc
PSR # 060303196101	Support fee for Reports & Files
PSR #070713328202	Support I/F Daily Audit Report
PSR 071101032101	RTIF interfaces into LCR
PSR 2010-824300-B103	PICIS to INV AOO and OSU Integration
PSR 2010-824300-B105	PICIS to INV AOO and OSU Integration
PSR 2011-381905-B107	SUI Outbound from INV RSS to eCW
PSR 2011-381905-B116	Sunquest Integration Upgrade
PSR 2011-381905-B118	Sunquest Integration Upgrade
PSR 2011-381905-B123	PMS RTIF Interface Pulscheck to INVISION (ET to EA)

PSR 2011-301905-B149	Expand Encoder interface 99 codes
PSR 2012-381905-B166	ICD0148-C-RTIF-99 Codes
CN100008625-B108	Cerner Med Management – Orders Outbound w/Charges
CNl10008625-B109	Cerner Med Management – Orders Outbound to Baxter
PSR 2012-381905-B132	MU-XX-C – eCW inbound progress notes
PSR 2012-381905-B159	MU-XX-C – Image text repts to LCR
PSR 1411049001	Pharmacy to Omni-Cell

Attachment B

ICO Computing Fees: Includes the following

Existing Term-Licensed Applications:

OPENLink ICO

Equipment and Third Party Software:

VPS
VPS/TCPIP
VPS Anyque
Crystal

Existing Perpetual Licensed Applications:

The following Applications are out of warranty and no longer covered by Contractor's support obligation; however, Contractor will endeavor to provide support for them on request on an as-available basis for additional fees. City will need to open a PSR to receive any such support for these Applications and to document City's agreement to pay the corresponding additional fees for such support:

Groupware
Custom Letter Management
INVISION Quality Assurance

Attachment C

Statement of Work

Solution Summary

This Sales Order outlines the professional consulting services that have been purchased to support Client's ongoing business needs.

Application Services

- Patient Accounting

Consulting Services

- Consulting Services - Additional

Phasing Summary

Application/Service
Phase 1
Consulting Services – Additional
Patient Accounting

Professional Services Scope

Consulting Services

Cerner will utilize best practices experience to deliver the following services.

Additional Consulting Services

Consultant Staffing

Cerner will provide up to 6,240 hours to perform the following Project Management tasks:

- Direct project initiation and provide cross-functional coordination and alignment Cerner assigned resources.
- Work with the Client's project management team to assist in the development of project definition and achieving defined objectives.
- Complete overall project management functions include;
  - Resource management.
  - Status reporting.
  - Problem resolution.
  - Periodic budget reports.
  - Executive updates.
- Work with Client to jointly monitor the defined project progression and be the primary points of contact for issue resolution and escalation.

Cerner will provide up to 8,340 hours to perform the follow INVISION Clinical Consulting tasks:

- Maintain orders sets (Service Master).
- Add new or revise current orderable services.
- Add new or revise current result codes (COR)
- Review monthly SUP and upgrade notifications and update items as needed.
- Assist migration to new EHR as subject matter expert (SME) on INVISION clinical data mapping for conversions or archiving purposes. Resource to either provide the details or to solicit details from other Cerner INVISION SME's to assist with data mapping requirements.
- Maintain and/or modify current INVISION clinical pathways or create new INVISION pathways as needed to ensure compliance with hospital and regulatory requirements;
  - CPOE, Discharge Instructions, Medication Reconciliation, ePrescribing.

- 3270 Orders pathways for ancillary departments.
- Nursing Orders pathways, eKardex, Order Acknowledgement.
- Nursing Assessments
- Rounds Reports
- Net Access functionality, orders and results displays, CCDA, census lists, adding/revising queries
- INVISION Security changes.
- INVISION Print routing set up and troubleshooting
- System and Interface testing and documentation.
- Maintain an issues list and list of requested system changes and provide input to those who prioritize the list.
- Provide basic project management for small projects to stay on track.
- Coordinate build tasks with other analysts and/or consultants
- Mentor and train hospital analysts as requested
- Assist with troubleshooting / resolving clinical pathway issues

Cerner will provide up to 6,240 hours to perform the following Integration Technology Consultant tasks:

- Assist the client with the current and future points of integration needs to support optimal design structure required to improve workflow, enhance operational managements of systems and offer opportunities to improve the delivery of healthcare. Cerner integration services may include reviewing IT infrastructure, equipment, systems, design of data capture to support a broad spectrum of integration requirements; designing roadmap to prioritize and optimize integrations points, architect data requirements, and configure integration design specifications; developing and reviewing integration functional requirements to meet design guidelines, system capabilities and protocols; developing test plans, validation requirements, and perform testing; implementing interfaces to support integration design within the system capabilities and protocols; and evaluating anomalies arising with connectivity, response time, data mapping and conduct remediate efforts to resolve issues.

Cerner will provide up to 1,560 hours to perform the following Technology Lead tasks,

- Provide Technology project management providing a single point of contact for all technology needs.
- Direct project start up and provide cross-functional coordination and alignment of assigned consultant or technical vendor resources.
- Assist in meeting defined objectives and to develop the project definition and Project Workplan.
- Primary points of contact for issue resolution and escalation to minimize potential risks.
- Provide overall technology project management functions, status reporting, problem resolution, resource management, and executive updates.

Cerner will provide up to 3,120 hours to perform the following Technology Consultant tasks:

- Assist the client with network infrastructure, strategic design, and installation services specific to Cerner applications and integration of defined technologies. Cerner may assist with analysis of current operational technologies, offering recommendations to resolutions existing issues, and provide enterprise wide deployment strategies. Technology services may include:
    - Reviewing existing circuits to Information Services Center (ISC) in support of the clinical and financial systems. Tasks may include: reviewing application WAN requirements; design WAN upgrade; perform standard network address translation on routers as necessary; perform standard access control lists on routers to filter traffic; enable standard firewall procedures; perform proper security controls to secure access to routers; perform route filtering to limit access to applications(s); enable routers onto new communication network; test communications to ISC; test application access; test redundancy and failover.
    - Designing and implementing services for wireless; preparing and reviewing pre-install checklists; review wireless design; Reviewing AP placement layout and heat maps; providing security designs; providing and reviewing authentication to wireless network; reviewing encryption to wireless network; configuring of wireless controllers; enabling guest access; and integration of wireless controllers into core network.
    - Reviewing existing technical environment to determine virtualization feasibility opportunities; develop reference design; create migration plan, and offer implementation recommendations.
    - Implemention of design recommendations and migration to virtual environment.

Cerner will provide up to 6,240 hours to perform the following INVISION Patient Accounting and Patient Management Consulting tasks:

- Provide day-to-day operational support to the I/T and Patient Financial Services staff as it relates to INVISION Patient Accounting and Patient Management.
  - Work could include, but may not be limited to, all varieties of profile and master file maintenance, OAS revisions/enhancements, operational discussion of new or revised automation of business processes using Receivables Policy Manager (RPM) with related completion of functional maintenance, ad-hoc report writing assistance, script development and execution, troubleshooting of all varieties of system set-up and processing issues, and general technical and operational knowledge transfer.

Transitional Services

Cerner will provide up to 800 hours to perform the following MPI Analysis Consultant – INVISION/EAD MPI Consolidation tasks, by phase:

- INVISION and EAD Identifier synchronization:
  - Complete a verification that all INVISION records are in sync with EAD.
  - Take extracts from INV and EAD ID table and complete comparisons.
  - Provide details of anomalies or out of sync records.
- Purge & Archive from EAD / INVISION MPI, which includes a purge from the PIDX and GIDX:
  - Define the criteria for deletion of obsolete PIDX records (based on data elements available in extract).
  - Customize and test existing purge routine to Client's INVISION and purge specification.
  - Provide an archive database (MS ACCESS) of records purged from the PIDX. Front-end, user friendly queries to search for records and display qualifying data will be provided.
  - Run purge in production;
    - This may require downtime and will be coordinated with client requirements. Alternatively, the purge may be completed through a scripting approach to avoid downtime. This approach will run over several days (recommended maximum for scripting is 20,000 per day).
    - Estimates assume that this purge effort will involve approximately 700,000 records.
  - Test and run routine to remove target records from EAD (should not require downtime).
  - Repeat duplicate analysis on post-purged PIDX to finalize duplicates for evaluation and resolution
- Consolidation of Client EAD and corresponding INVISION duplicates:
  - Obtain GIDX and PIDX extracts with the REL segments to provide supporting data for the duplicate review.
  - Define the survivorship that will be used for this effort (based on data elements available in extract).
  - Manually review marginally matched sets to confirm duplication and exclude false-positives (e.g. Twins). Only confirmed duplicates will be consolidated. No verification of data discrepancies between matched records will be conducted (e.g., differences in name spelling or SSN). Assumes a maximum of 50,000 duplicate sets.
  - Provide a report (electronically or on paper) of potential duplicate sets that could not be confirmed.
  - Document the merge process used by Client for INVISION/EAD.
  - Create an INVISION/EAD merge script to MODEL pathways and identify any operational pitfalls (interfaces or printer queues) to be avoided.
  - Obtain client sign-off on merge approach and use of script.
  - Run script remotely to merge designated INVISION duplicates.
  - Provide a report of any merges the script was not able to complete by reason.
  - Provide a cross-reference database and audit trail of the consolidation effort.
- Consolidation impact:
  - Determine the impact of Consolidation on two downstream applications and/or ancillary systems
- Receive extract from Client systems:
  - Match up the MRNs from each system with the EAD extract.
  - Match up the MRNs from each with the confirmed duplicate population.
  - Provide a report of out-of-sync MRNs and MRNs involved in consolidation that will impact the each system.

MPI Consolidation Project Assumptions:

- Client to provide timely assistance with INVISION/EAD sign-ons and initial set-up and sign-off of project procedures.

- Client to provide HIM and IS and ancillary project contacts.
- Client to provide IS support to monitor system performance and interfaces during the running of the scripts.
- Client to follow through with any subsequent consolidation with the physical chart or jacket or other ancillary systems.
- Client will be responsible for follow-up and verification of any duplicate sets that could not be confirmed with available electronic data.
- Client will be responsible for follow-up of any other data issues that are identified, such as records with Newborn defaults, thin records, duplicates with gender conflicts.
- Client will be responsible for any verification of data that is to be retained on surviving record (e.g. correct spelling of patient name, correct SSN).
- Client is responsible for follow-up merge or remediation of any downstream applications.
- Client is responsible for corrective action of any EAD/INVISION out of sync records.

Cerner will provide up to 750 hours to perform the following Strategic Services Advanced Analytics Consultant tasks:

- Analyze the DSS data utilization and retention requirements to support the migration of data to an alternative data warehousing/decision support solution. Services include:
    - Inventory of current:
        - Model and Customer Interfaces.
        - Data Import/Export Files.
        - Routinely Published Reports and Recipients.
    - Identification of DSS data and report retention requirements:
        - Regulatory Compliance.
        - Performance Management.
        - Operational.
        - Clinical/Quality.
        - Statistical and Trending Analysis.
        - Executive/Management Dashboards.
        - Business Intelligence.
- Provide recommendations and key considerations for migrating data from DSS to a subsequent data base warehouse and decision support application.

Cerner will provide up to 300 hours to perform the following Document Management Strategic Consultant tasks:

- Provide assistance in defining the legal health record and designated record set and will include a deliverable of the legal health record policy with corresponding health record matrix. Services include:
    - Identify relevant regulations, standards and laws for the organization.
    - Determine the type of documents/records and name of document created in the normal course of business.
    - Determine the documents/records that should not be included i.e. external records, Interim/pending documents, Version of documents, Clinical decision support triggers, indexes, audits, etc.
    - Identify retention requirements for each document/record.
    - Identify the primary source of storage for each document with corresponding start/end date.

Data Extraction Services

Cerner will provide up to 500 hours to perform the following Strategic Services Revenue Cycle Consultant – Extract Oversight tasks:

- Direct initial project start up and provide cross-functional coordination and alignment of Cerner's resources.
- Work with Client's project manager to assist in meeting defined objectives and to develop the project definition.
- Work with Client's project managers as the points of contact for issue resolution and will continuously monitor progress to minimize potential risks.

Cerner will perform the following Extract Services tasks:

Extract services includes an extract of data from each of the following applications where the full scope of the extracts will be determined after the kick-off event occurs. Scope of extract work will be documented and agreed to by both Cerner and

Client, with Cerner work effort limited to what has been quoted within this document. No extract work will begin until both parties come to full agreement.

- Generate 3 sample extract for INVISION Patient Accounting. Extract will include no more than 10 years' worth of data for Client validation. Extract to include:
  - ◆ Accounts Receivables (AR).
  - ◆ Bad Debt (BD).
  - ◆ Inpatient (IP).
  - ◆ Outpatient (OP).
  - ◆ Patient Accounts Archive (PAA).
- Generate 3 sample extract for INVISION EAD. Extract will include no more than 10 years' worth of data for Client validation.
- Generate 3 sample extract for INVISION LCR. Extract will include no more than 10 years' worth of data for Client validation.
- Generate 3 final core data extract file from the following applications, which will include all extract deliverables:
  - ■ INVISION Patient Accounting
  - ■ INVISION EAD
  - ■ INVISION LCR
- Estimates are based on assumption of a HL7 file format.
- Client assumes responsibility for the transportation of the extracts to the third party archiving system.

Cerner will provide up to 800 hours to perform the following Soarian Analytics/DSS Consultant tasks:

- Create a program to extract data from the Cerner Decision Support data warehouse;
  - ■ This extract file can then be used to load a data archive or alternative data warehouse solution.
  - ■ The hourly estimate may need to be revised based on the data input specifications of the receiving system. Scope of extract work will be documented and agreed to by both Cerner and Client, with Cerner work effort limited to what has been quoted within this document. No extract work will begin until both parties come to full agreement, after the kick-off event occurs.

Cerner will provide up to 48 hours to perform the following Document Management Strategic Consultant tasks:

- Provide assistance as needed during Document Management extract.

Cerner will provide up to 952 hours to perform the following Direct Line Services – Document Management extract tasks:

- Analysis in collaboration with the Client to help them determine what to extract from their Document Management (DM) environment
- Execute queries to produce sizing estimates and various other listings (i.e. doc types, file formats)
- Feasibility of extraction from client's storage media devices
- Create small sample files for vendor analysis

  The analysis should result in the selection criteria for the document extraction (i.e. data range, doc type list) along with what types of extractions are needed. Any customizations should also be identified – i.e. if the vendor needs the metadata reformatted, special file naming considerations, etc.

- Custom Services has three types of extractions:
  - ■ Extraction of Patient documentation in its native format
  - ■ Export of Patient documentation containing electronic signatures and annotations in PDF format (available in EDM release 24.09 or higher)
  - ■ Extraction of non-patient documentation (filed under Generic folders)
- Encounter/Medical Record Number\Enrollee Extraction – Cerner Custom DM Extraction:
  - ■ Custom Services will extract the images identified in the analysis phase associated to an encounter, medical record number, and enrollee from the client's DM environment.
    - ◆ Documents with supplements, such as, electronic signatures and annotations are not included in this item. They are detailed under the 'Export of Supplements' item.

- ◆ The program will decompress compressed text files and extract all other images in the format that they are stored in.
- ◆ Template and/or Overlays will not be extracted in this line item.
- ◆ This extraction only extracts the documents in the format they are stored. EDM stores each page of document as a separate file. So a ten page document will not be one file, but ten individual files.
- Export of Supplements – Cerner Custom DM Extraction:
  - ▪ Custom Services will extract all electronically signed documents identified in the analysis phase belonging to an encounter/medical record number in PDF format from the client's DM environments.
    - ◆ The client will need to supply the doctypes that contain signatures. Due to the processing time and system performance concerns of creating PDF documents, the export is restricted to a limited number of doc types. Sizing information for the doctypes will be provided as part of the de-install process.
    - ◆ The elapsed time of this extraction is dependent on the number of documents that meet the criteria at the time the extraction is initiated. A standard estimate is 2 weeks per year. Please take this into consideration when approving PSR for scheduling purposes.
- Generic Folder Extraction – Cerner Custom DM Extraction:
  - ▪ This extraction item pertains to the extraction of documents stored in Generic (non-Patient) Folders.
    - ◆ This item only extracts the documents in the format they are stored.
    - ◆ The process will decompress compressed text files and extract all other images in the format that they are stored in.
    - ◆ Template and/or Overlays will not be extracted.
    - ◆ DM stores each page of document as a separate file. So a ten page document will not be one file, but ten individual files
- Custom DM Extraction Assumptions:
  - ▪ The de-install extraction will be sub-divided by year, the current year being the last extraction year – there will be a directory created for each year included in the extraction. Additional extractions (or catch-up extractions) will require additional PSR(s).
  - ▪ In addition to the extracted images, each extraction directory will contain an index file (CSV file). The index file will contain a list of records separated by a carriage return/line feed. A semi-colon (;) will separate each column in the record and the string values of each field will be contained in a set of double quotes ("). Each record in the file can be directly linked to each image file in the extraction.
    - ◆ The CSV delimiter and text qualifier can be changed to a value defined by the vendor. The vendor will need to specify a value(s) before the extractions begin.
  - ▪ A header line will be located at the top of each index file in a format similar to the following:
    - ◆ medical_record_number; encounter_number; encounter_start_date; patient_name; doc_id; document_date...
  - ▪ The following fields will be included in the index file for encounter based documents, separated by a semi-colon:
    - ◆ * medical_record_number = Medical Record Number.
      * encounter_number = Encounter Number.
      * encounter_start_date = the start date of the encounter (yyyy-mm-dd).
      * patient_name = the name of the patient.
      * financial_class = the financial class of the associated encounter.
      * birth_date = the patient's birth date.
      * document_id = the unique EDM doc id.
      * document_date = EDM document date (yyyy-mm-dd).
      * document_create_date = the date the document was created (yyyy-mm-dd).
      * document_modify_date = the last date the document was modified (yyyy-mm-dd).
      * document_type_name = The EDM document type.
      * document_type_description = Description of the EDM document type.
    - ◆ * doc_copy = Used to identify documents shared by multiple encounters. Indicates the copy number for this particular encounter.
    - ◆ * page_number = the page number of the file in the document – Extracts Only.
    - ◆ * export_page_count = the number of pages in the exported file – Exports Only.
      * file_path = Relative path to the associated file.
  - ▪ The following fields will be included in the index file for documents in generic folders, separated by a semi-colon:
    - ◆ * document_id = the unique EDM doc id.
    - ◆ * folder_name = The EDM Owner type that the document is stored in.

- ◆ * label_name = The name of the label associated with the folder.
- ◆ * label_data_type = The label's data type (date, text, number).
- ◆ * label_value = The value of the label.
- The client will need to finalize the fields that need to be added to the index file at time of coding. Any additional fields needed in the CSV file may require a re-quote.
- The extraction program will not extract or evaluate the status of any existing deficiencies. All documents and demographics will be extracted regardless of whether all deficiencies have been completed for an encounter.
- Sizing information is provided as part of the de-install extraction. However, documents that are stored as compressed text will be 90% larger when extracted. The sizing information is a rough estimate, dependent on whether or not the client is utilizing compressed text.
- The newest version of the document and its objects will be extracted.
- Factors affecting the length of the actual extraction are system performance, network performance, type of documents stored, the size of the database, and the media that we are writing the information to. Custom Services cannot make any program modifications in an attempt to reduce or resolve any of these factors.
- The extracted images and index file will be combined into a zip file that can then be transported.
- The client is responsible for supplying a media device with sufficient storage to extract the documents to. Apricorn Hardware Encrypted Drives are recommended. The extracted documents and index files will be copied to a USB hard drive and encrypted for FedEx delivery to the hospital. The hardware is needed before the extraction can begin.
- This quote covers file creation, internal testing, analysis, and documentation. Cerner Custom Services will complete internal testing. Due to the uniqueness of these customizations and the client's environment, it is the client's responsibility to thoroughly test this custom solution.
- This quote will not change unless modifications are needed after the initial specifications have been agreed upon and signed. A separate quote will be generated for any changes to the initial specifications provided by Custom Services/Direct Line Services.
- Upon approval, this request will enter Custom Service's programming queue of work to be scheduled.
- A standard test extraction is included as part of the extraction. However, a test file can only be sent after the client has approved the technical specs and the programming is complete.

Cerner will provide up to 240 hours to perform the following Data Gathering Services tasks:

- Provide support and direction for software issue resolution up to, in preparation of and during the live phase. Cerner will support the event as agreed to by both Cerner and Client and in routing issues through the appropriate event tracking system.
- Generate 1 Masterfile tables for INVISION Patient Accounting. Masterfile tables will provide descriptions of designated data elements mapping them to the extract. Cerner will:
  - Obtain data mapping document for elements to be loaded into the data archive from the archive vendor.
  - Map INVISION data elements to the archive elements provided by the archive vendor.
  - Deliver the mapping documents in the specified format required by the vendor.
  - Prepare vendor validation worksheets, if applicable, for Client project validation team to review.
  - Establish Client security for sample file validation.

Cerner will provide up to 764 hours to perform the following Data Validation Services tasks. The testing phases are as follows:

High Level Validation Testing – Cerner will:

- Collaborate with the Vendor to balance the SYSOUT report (provided to archiving vendor by Cerner) to ensure that all accounts present in the data extract are accounted for in vendor's product.
  - Data elements that will be reconciled between the SYSOUT report and archiving system include:
    - ◆ Number of Records.
    - ◆ Number of Accounts.
    - ◆ Total Charges.
    - ◆ Total Payments.
    - ◆ Total Account Balance.
    - ◆ Total Outpatient Balance/Charges/Payments/Adjustments.
    - ◆ Total Inpatient Balance/Charges/Payments/Adjustments.

- ◆ Total Bad Debt Balance/Charges/Payments/Adjustments.
- ◆ Total AR Balance/Charges/Payments/Adjustments.
  *Note: Vendor Consultant will also supply this information to the Cerner Consultant
- • High level Patient Accounting Inquiry Query (PTIQ) Validation:
  - ▪ BALANCE SEGMENT – all buckets (Insurance, patient, and account)
  - ▪ PATIENT DEMOGRAPHICS:
    - ◆ Medical Record Number
    - ◆ Acct Type
    - ◆ Registration / Discharge Date
    - ◆ Financial Class / Patient Type
    - ◆ Date of Birth
    - ◆ Patient Sex
    - ◆ Social Security Number
    - ◆ Hospital Service
    - ◆ Marital Status
    - ◆ Guarantor Address/ Phone number
  - ▪ PATIENT UNIT INFORMATION (If applicable):
    - ◆ Unit Acct# key information
    - ◆ Unit Date
    - ◆ Number of units
    - ◆ High balance check
  - ▪ PATIENT FINANCIAL DATA:
    - ◆ Last Patient Bill Date
    - ◆ Last Patient Pay Date
    - ◆ PAA Transfer Date / Code
  - ▪ PATIENT INSURANCE DATA:
    - ◆ Policy Number
    - ◆ Group Number
    - ◆ Number of Insurances
    - ◆ Last Payment Date
    - ◆ Last Pay Amount
  - ▪ PT CONTRACT DATA – If applicable:
    - ◆ Last Patient Payment Date
    - ◆ Last Patient Payment Amount
    - ◆ Last Patient Statement Date
    - ◆ Contract Amount
    - ◆ Amount Delinquent
    - ◆ Total Contract Payment Amount
  - ▪ ACCOUNT DETAIL DATA:
    - ◆ Beginning & End comment fields & dates
  - ▪ SUBSCRIBER INFORMATION:
    - ◆ If the Expanded Name and Address feature (ENAD) is not installed (Hospital profile 56855 is NOT valued with a '2':
      - • Detailed Subscriber and related information is not on PTIQ and an Ad hoc report will need to be created to QA this information.
      - • Additional hours needed to write adhoc reports to validate data not on the PTIQ screens (subscriber, patient).
    - ◆ If ENAD is turned on, no additional hours are needed.

Exception Based Testing – Estimates are made without knowledge of the number of exceptions identified by third party archiving vendor, or without client's input on the percentage of account that need to be tested. Estimated hour increase or decrease depending upon this information and the level of customizations;

- Data Archiving Vendor Consultant will perform initial exception based testing results after data is loaded into vendor's product. Vendor will provide a list of exceptions and detail examples for review.
  - Vendor data team to perform exception based testing via automated checks during the data load process.
  - These automated checks review validation checkpoints.
  - Validation checkpoints review data including, but not limited to:
    - ◆ Account Information.
    - ◆ Account Dates.
    - ◆ Patient Information.
    - ◆ Financial Information.
    - ◆ Insurance Information.
    - ◆ Coding.
    - ◆ Physician Information.
    - ◆ Statement Information.
- Vendor Consultant to prepare Data Validation Workbook of any exceptions found in the data.
- Exceptions found during these automated checks will be presented to Client and Cerner in the form of a data validation workbook. It is recommended that vendor hold a review session to go through the data validation workbook exceptions with Client and Cerner. When appropriate, Vendor will solicit advice on exception scenarios.
- Cerner will perform root cause analysis on exceptions and provide feedback to the client on why items are classified as exceptions.
- Cerner will review exception based testing findings with the client and make any necessary updates to the data. Client participation and decision making required.

Parallel Testing – The total number of hours required to conduct parallel testing is contingent on the percentage of accounts client will require to be tested;

- Perform side by side comparison of the parallel testing accounts by viewing the same account in both the vendor archiving system and Cerner INVISION a system to ensure that all data was accurately extracted and loaded into the archiving system.
- Client will determine the level of testing in terms of the number of accounts and documents to be parallel tested.
- Follow guidelines and procedures provided by archiving vendor in order to maintain a standardized approach for the validation process.
- Data Validation for INVISION will be performed as follows:
  - Dial into Archiving Vendor's system and Cerner INVISION via the PTIQ function.
  - Perform side-by-side data comparison of the account data in archiving vendor's system and Cerner.
  - Review data on the account based on the requirements in the Masterfile Table, for example:
    - ◆ Validate patient number, name, Medical Record Number, Date Of Birth, Patient Sex first (and other basic information sent to archiving vendor).
    - ◆ Use Archiving Vendor System Screens as the driver and cross reference the data back to INVISION.
    - ◆ Review/Compare data on account for each tab listed in the Look-up Tables from the Archive vendor to INVISION:
      - Accident Type
      - Account Status
      - Admit Source
      - Admit Type
      - CPT/HCPCs codes
      - Diagnosis codes
      - Dish Disposition
      - Employer Status (28 User Records)
      - Financial Class
      - Patient Type
      - Hospital Services
      - Insurance Information

- Marital Status
- Patient Relationship to Insured
- Patient Relationship to Guarantor
- Physician information
- Vendor will clearly identify additional data that will need to be validated since there are numerous fields brought over from INVISION to the archiving Vendor.
- Cerner to review parallel testing findings with the client and make any necessary updates to the data. Client participation and decision making required.
- At completion of Data Validation, Client will receive all documentation from the validation process including Data Validation Workbook and the results of the parallel testing.
- Archiving Vendor to provide client with a Final Migration Sign Off form outlining the exception and parallel testing findings from Data Validation work performed by the Cerner and incorporating feedback from the Client Business Owner, Client SMEs and the Client Project Manager.

Migration Support Services

Cerner will provide up to 5,400 hours to assist the client with data migration, system transition support, and application decommission for the following: INVISON Patient Accounting, Patient Management, EAD, LCR, Soarian Document Management and Decision Support. Tasks may include:

- Participation in migration planning and design sessions as required
- Assistance with target environment data intake
  - Data mapping context
  - Information nomenclature
  - Field construct
  - Data loads
  - Testing and validation tasks
  - Integrity sampling
- Involvement in system readiness reviews
- Attending project related meetings and contribute to status reporting session
- Assist with pre go-live system stabilization
- Disabling or redirecting integration/Interface
- User provisioning to limit access and functional capabilities

Interfaces

Cerner will provide the following interface services. Cerner acknowledges that the Client may have additional Third Party integration outside of the interfaces included in the scope below. Cerner assumes that Client will work with the appropriate Third Party Software vendors to enable such Integration in a timeframe that does not negatively impact the timeline of the project.

Cerner will complete all Cerner OPENLink, Application programming and implementation consulting services to enable the following interfaces, at Client's request.

- Enhanced INVISION Patient Accounting Dollars Outbound to PeopleSoft General Ledger
- Enhanced INVISION Patient Accounting Statistics Outbound to PeopleSoft General Ledger
- INVISION Patient Accounting Patient Refunds Outbound to PeopleSoft Accounts Payable

Project Assumptions

General Assumptions

The following General Assumptions frame the scope and work associated with the implementation. These assumptions are not intended to be a definitive list of tasks or responsibilities, but rather include key obligations required to support the mutually agreed upon scope.

- Client will provide an environment that supports the project team's work through completion of the project. This may include, but is not limited to, dedicated team conference room(s), separate desks for Cerner on-site consultants, telephone access, internet and network access, system access and sign-on and administrative support as appropriate

- Cerner and Client will mutually agree to the timing and scheduling of required Cerner education to support the implementation process
- Client will translate their clinical and/or business requirements into system related decisions and settings. Cerner will provide guidance configuring software when appropriate for the level of contracted services
- Client will use current Third Party Software suppliers unless being replaced by a Cerner system included in this agreement
- Client will develop unit and integrated testing scenarios, as well as manage and execute System testing with Cerner collaborating with Client on resolution of functional design issues
- Client will develop core trainer and end user training materials if required for contracted software in this agreement
- Cerner base services include support for the Application live event as specified in the Project Workplan or this Sales Order. This also includes routing issues through the appropriate event tracking system and transitioning Client to support

Attachment D
Technology Requirements Specification

Client: City and County of San Francisco

Applications	**Release**
Healthcare Query ASP	7.02

Tracking Code: 150518DW0651

Notes
- Decision Support Solution Clients must be on DSS 6.3 or higher in order to implement Healthcare Query.
- Soarian Financial Clients who do not have DSS must be on Soarian Financials Version 3.2 or higher in order to implement Healthcare Query.
- Healthcare Query Clients without DSS and without Soarian Financials can interface INVISION, UNITY or MS4 Patient Accounting data to Healthcare Query ASP for reporting. Three years of data will be maintained in the Healthcare Query environment through monthly purging.

Minimum Equipment and Third Party Software Requirements:

Healthcare Query Workstation
Required Equipment:
- Intel or 100% compatible Pentium 2.0GHz processor
- 10/100Mb network interface card supported by the network
- Local Bus video adapter (or Windows accelerated graphics adapter)
- 17" XGA monitor –(15" XGA Monitor with scrolling)
- Keyboard and Mouse
- 2 GB RAM - Note that workstation memory is specified in terms of Healthcare Query requirements. Workstation memory should be sized for all applications using it as well as the operating system requirements. For example, Microsoft's requirement for Windows 7 is 2GB minimum and Windows XP is 128MB minimum.
- (1) disk drive with 650MB of free disk space

Required Third Party Software:
- Microsoft Windows 7 (64 bit or 32 bit) or Windows XP Professional (32 bit) - Note: Microsoft Windows XP Professional is supported until the Microsoft Extended Support expires
- Microsoft Excel 2010 (32 bit) or 2007(32 bit) - Required if there is a need to read Excel-exported data on the workstation
- Oracle Java Standard Edition Runtime Environment 7 (Free download)
- Adobe Reader Version 11.x, or Version 10.x (Free download) – Required if there is a need to read PDF-exported data on the workstation
- Microsoft Internet Explorer Version 9 (32 bit) or Version 8 (32 bit)
- Microsoft XML Core Services Version 4.0 (Free download) Note: Clients without DSS or Soarian Financials databases do not need this download.

Attachment E
Sales Order for Optional DataArk Services

This Cerner Sales Order is made on April 26, 2016 ("**Effective Date**"), between Client and Cerner Health Services, Inc. ("**Cerner**"), a Delaware corporation with its principal place of business at 51 Valley Stream Parkway, Malvern, Pennsylvania 19355.

Client and Siemens Medical Solutions USA, Inc. ("**Siemens**") were parties to an agreement dated July 01, 2010, (as amended, the "**Agreement**"). In connection with Cerner Corporation's acquisition of the Health Services business of Siemens effective February 2, 2015, Siemens has assigned the Agreement to Cerner.

Client and Cerner, as successor in interest to Siemens under the Agreement, now enter into this Cerner Sales Order, which shall amend the Agreement.

FACILITIES

Designated Facility. Facility where the solutions will reside:

Name	Address	City	State/ Province	Zip/Postal Code	Country
City and County of San Francisco/Dept of Public Health	101 Grove St	San Francisco	CA	94102	USA

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
City and County of San Francisco/Dept of Public Health	101 Grove St	San Francisco	CA	94102	USA

The parties may add or substitute Permitted Facilities by amending this section, provided Client pays any relevant scope of use expansion fees in the section below.

PAYMENT TERMS

PROFESSIONAL SERVICES

Fixed Fee. Fifty percent (50%) of the total professional services fees will be paid on the Effective Date. The remaining 50% is payable 90 days following the Effective Date.

EQUIPMENT AND SUBLICENSED SOFTWARE

One-Time Fees. The one-time Equipment/Sublicensed Software fees are payable upon shipment of the Equipment/Sublicensed Software.

EQUIPMENT AND SUBLICENSED SOFTWARE MAINTENANCE

o   Initial Fees. The total amount of the extended initial Maintenance fees will be paid upon shipment of the applicable Equipment/Sublicensed Software.

o   Ongoing Fees. The total amount of the extended ongoing Maintenance fees are payable annually, beginning upon shipment of the applicable Equipment/Sublicensed Software, or directly following the completion of the initial term.

TERM AND TERMINATION

Equipment and Sublicensed Software Maintenance. Maintenance warranties, if any, begin on the earlier of installation, or 30 days after shipment of the equipment and/or sublicensed software. Maintenance services will continue for an initial term of twelve (12) months, or such longer period as set forth in the "Solutions and Services" section of this Cerner Sales Order. Maintenance will automatically renew for additional periods of the same duration, unless Client provides Cerner with written notification of its intent to terminate maintenance no less than zero (0) days prior to the expiration of the then-current period. Cerner may terminate maintenance services if Client fails to pay invoices for maintenance. All unpaid charges for maintenance will be immediately due and payable upon such termination. Client will pay all applicable penalties or fees if maintenance services are terminated, then later reinstated.

PASS-THROUGH PROVISIONS

Where pass-through provisions are applicable to third party products and services, these provisions are referenced by a pass-through code in the "Solutions and Services" section of this Cerner Sales Order, and that code can be entered at https://passthroughprovisions.cerner.com/ to view the pass-through provisions. These pass-through provisions are incorporated into this Cerner Sales Order by reference.

ASSIGNMENT OF PAYMENTS

o   Client agrees that Cerner may assign its interest in or otherwise grant a security interest in payments due pursuant to this Cerner Sales Order in whole or in part to an assignee. Client will promptly acknowledge each assignment or granting of a security interest. Cerner will continue to perform its obligations under the Agreement following such assignment or granting of a security interest.

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees	Annual Fees
Professional Services			
Fixed Fee	325,625.00		
Sublicensed Software	1,862,420.00	-	-
Equipment and Sublicensed Software Maintenance			
Year 1	-	-	372,484.00
Year 2	-	-	372,484.00
Year 3	-	-	372,484.00
TOTALS:	2,188,045.00	-	1,117,452.00

All prices in this Cerner Sales Order are shown in US Dollar (USD).

SOLUTIONS AND SERVICES

PROFESSIONAL SERVICES

Phase	Project	**Bill Type	Solution	Rate	Metric	Qty	Fees	Pass-Through Code
Quote: Professional Services (1-11124698917-R-1)								
1	Consulting Rev Cycle	FF	Data Archive Services					
			Strategic Services MediQuant Consultant - Data Archive Services				325,625	

**FF = Fixed Fee / FFS = Fee For Service

Professional services pricing is valid until July 26, 2016. If a Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision. Cerner will not schedule resources for implementation services until this Cerner Sales Order has been executed by both parties and processed by Cerner.

SUBLICENSED SOFTWARE

Line #	Solution Code	Description	Qty	Scope	Unit One-Time Fees	Extended One-Time Fees	Install Fees	Monthly Support Fees	Solution Description Code	Pass-Through Code
Quote: Cerner HS Solutions - DataArk Perpetual Option (1-11097747031-R-1)										
1	MDQ20024	Data Ark A/R Management PL	1	Each	376,565.00	376,565.00				007101_MDQ
2	MDQ3036	Data Ark MPI/Visit History	1	Each	57,505.00	57,505.00				007101_MDQ
3	MDQ3029	Data Ark Hospital EMR - Very Large	1	Each	563,920.00	563,920.00				007101_MDQ
4	MDQ3029	Data Ark Hospital EMR - Very Large	1	Each	563,920.00	563,920.00				007101_MDQ
5	MDQ3014	Data Ark Document Storage - Enterprise	1	Each	150,255.00	150,255.00				007101_MDQ
6	MDQ3014	Data Ark Document Storage - Enterprise	1	Each	150,255.00	150,255.00				007101_MDQ

EQUIPMENT AND SUBLICENSED SOFTWARE MAINTENANCE

Line #	Manufacturer Part #	Description	Level of Service	Qty	Initial Maint Term (Mo)	Extended Initial Maintenance Fees	On-going Maint Term (Mo)	Extended Ongoing Maintenance Fees
Quote: Cerner HS Solutions - DataArk Perpetual Option (1-11097747031-R-1)								
1	MDQ20024	Data Ark A/R Management PL	24x7 M-Su Phone Support	1	0	0.00	36	225,939.00
2	MDQ3036	Data Ark MPI/Visit History	24x7 M-Su Phone Support	1	0	0.00	36	34,503.00
3	MDQ3029	Data Ark Hospital EMR - Very Large	24x7 M-Su Phone Support	1	0	0.00	36	338,352.00
4	MDQ3029	Data Ark Hospital EMR - Very Large	24x7 M-Su Phone Support	1	0	0.00	36	338,352.00
5	MDQ3014	Data Ark Document Storage - Enterprise	24x7 M-Su Phone Support	1	0	0.00	36	90,153.00
6	MDQ3014	Data Ark Document Storage - Enterprise	24x7 M-Su Phone Support	1	0	0.00	36	90,153.00

At the time of the actual order, Cerner may substitute individual technology solutions based on availability and/or technological advancements. In the event of a substitution, the corresponding Maintenance services and fees are subject to change for the substituted items. If the substitution Maintenance services result in an increase in fees, Cerner and Client will discuss the fee increase prior to ordering such Maintenance services.

EQUIPMENT/SUBLICENSED SOFTWARE DELIVERY

Delivery Information. The following delivery information is required to process the equipment/sublicensed software in this Cerner Sales Order.

Delivery Address	Delivery Contact Information
(Name of Facility)	(Name – Printed)
(Address Line 1)	(E-mail Address)
(Address Line 2)	(Phone Number)
(City, State/Province, Zip/Postal Code, Country)	(Fax Number)

Delivery Requirements. Please check the applicable box for each question below to help ensure a successful delivery.

Does the facility accommodate a 48 foot trailer?		Yes ☐	No	☐
Does the facility have a loading dock?		Yes ☐	No	☐

What are the receiving days and hours of operation? *(Please enter days and times available)*	Days:	Time (From):	Time (To):
Will a lift gate and/or ramp be required?	No ☐	Lift Gate ☐	Ramp ☐
To what floor will the equipment be delivered?	Basement ☐	Ground ☐	Floor: _____
Does the facility have an elevator, or will a stair crawler be required?	Elevator ☐	Stair Crawler ☐	N/A ☐
Does the facility require floor covering?		Yes ☐	No ☐

By executing this Cerner Sales Order, Client agrees to purchase and take delivery of the products, services, Maintenance, and installation set forth herein. Please fax this Cerner Sales Order in its entirety, along with Purchase Order* (if applicable), to the Cerner Contract Management Office at 816-859-6310, and return all originals to the following address:

Cerner Health Services, Inc.
Attn: Contract Management Office
51 Valley Stream Parkway
Malvern, Pennsylvania 19355
USA

CITY AND COUNTY OF SAN FRANCISCO/DEPT OF PUBLIC HEALTH   **CERNER HEALTH SERVICES, INC.**

By: _____   By: _____
              (signature)

_____   _____
              (type or print)

Title: _____   Title: _____

Purchase Order #: _____
                              (if applicable)

*If Client chooses to submit a third-party Purchase Order, the third-party must submit payment in full along with this executed Cerner Sales Order in order for the scheduling of resources to commence.

Client shall complete the following upon execution of this Cerner Sales Order:

Client Invoice Contact: • _____

Contact Phone #:   • _____

Contact E-mail Address: • _____

Client's account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Contact Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.

Prepared For: City and County of San Francisco/Dept of Public Health ("Client") 101 Grove St San Francisco, CA 94102 USA	**Quote** July 26, 2016 **Expiration Date:**

Cerner Sales Contact: Thomas Elardy   **Phone #:** (925) 750-2132   **E-mail Address:** thomas.elardy@cerner.com

SCOPE OF SERVICES

This section defines the service deliverables ("Scope") for the services set forth in this Cerner Sales Order.

As part of the City and County of San Francisco's conversion, there is a desire to decommission the legacy applications. As part of the decommissioning process, there is a need to plan for storage and access of that data in a cost-effective, secure, and accessible manner. This functionality is referred to as "Data Archiving."

Cerner has partnered with a nationally known firm, MediQuant, to provide a data archiving solution for various data sets ranging from patient billing to clinical to enterprise resource planning systems. MediQuant offers a solution called *DataArk* which is a configurable, easy-to-use tool allowing clients to migrate data from legacy applications into *DataArk* where they will have complete access to, and management of, the archived data. This proposal includes data archiving solutions for the facility and system/data set listed below along with our understanding of how the data in each system maps to distinct DataArk module(s).

Entity [1]	Legacy Application [2]	Legacy Application Data Set Scope [3,4,5]	DataArk Module [6]	Bed/Provider #
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner Invision PA v27.5	Includes: • **Patient accounting data** • **This is single shared instance between the listed entities** • **NO scanned documents** • **First date of use: 1980's** • **Encounter (SQL Server)**	Hospital Patient Accounting	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**

Entity [1]	Legacy Application[2]	Legacy Application Data Set Scope[3,4,5]	DataArk Module[6]	Bed/Provider #
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner MPI/Visit History v27.5	Includes: • MPI/Visit history (EAD) • First date of use: 1980's • Encounter (SQL Server) • EAD/LCR (CSO) (SQL Server) • EAD/LCR (Mainframe) (DB2	MPI/Visit History	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**

Zuckerberg SF General Hospital
 	
Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility)
 	
Clinics – Various (25)
	Cerner Invision LCR v27.5	Includes:
		• Patient summary data
		  ➢ Allergies
		  ➢ Immunizations
		  ➢ Problems
		  ➢ Home medications
		  ➢ Diagnoses
		  ➢ Alerts/Precautions
		• Discrete orders
		• Discrete results (lab)
		• Text results
		  ➢ Radiology
		  ➢ Transcription
		  ➢ Laboratory
		• Flowsheets/Assessments (Up to 50)
		• Provider documentation stored as text reports
		• This is a single shared instance between the listed entities
		• NO scanned documents
		• •Clinical Documentation (SQL Server)
		• First date of use: 1996
			Hospital EMR Plus	ZSFG (Acute) -284 bed
				
				LHH (LTC) - 750 beds
				
				Total: 1,034 Beds
				
				Plus
				
				Clinics - **450 Providers**

Entity [1]	Legacy Application[2]	Legacy Application Data Set Scope[3,4, 5]	DataArk Module[6]	Bed/Provider #

Zuckerberg SF General Hospital
 	
Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility)
 	
Clinics – Various (25)
	*Cerner Invision LCR v27.5	Includes:
		• Patient summary data
		  ➢ Allergies
		  ➢ Immunizations
		  ➢ Problems
		  ➢ Home medications
		  ➢ Diagnoses
		  ➢ Alerts/Precautions
		• Discrete orders
		• Discrete results (lab)
		• Text results
		  ➢ Radiology
		  ➢ Transcription
		  ➢ Laboratory
		• Flowsheets/Assessments (Up to 50)
		• Provider documentation stored as text reports
		• This is a single shared instance between the listed entities
		• NO scanned documents
		• •Clinical Documentation (SQL Server)
		• First date of use: 1996
			Hospital EMR Plus	ZSFG (Acute) -284 bed
				
				LHH (LTC) - 750 beds
				
				Total: 1,034 Beds
				
				Plus
				
				Clinics - **450 Providers**

Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner EDM-Financial v 25.00.104.472	Includes: • Financial documents and images stored as pdfs with associated metadata. • Extractor must provide the pdfs to MQ with metadata for indexing in DataArk. • First date of use: 2012 • This is a single shared instance between the listed entities	Document Storage Plus-Large Financial	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**

Entity [1]	Legacy Application [2]	Legacy Application Data Set Scope [3,4,5]	DataArk Module [6]	Bed/Provider #
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner EDM-Clinical v 25.00.104.472	Includes: • Clinical documents and images stored as pdfs with associated metadata. • Extractor must provide the pdfs to MQ with metadata for indexing in DataArk. • First date of use: 2012 • This is a single shared instance between the listed entities	Document Storage Plus-Large Clinical	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**
— Do Not Price for Archive- Cerner will provide EXTRACT ONLY for client [7]				
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner-Healthcare Intelligence – DSS- Financials	Includes: • Extract ONLY to be provided by Cerner • NO Archive	NA	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**
Zuckerberg SF General Hospital Trauma Center (which includes Laguna Honda Hospital (Long Term Care facility) Clinics – Various (25)	Cerner-Healthcare Intelligence – DSS - Clinicals	Includes: • Extract ONLY to be provided by Cerner • NO Archive	NA	ZSFG (Acute) -284 bed LHH (LTC) - 750 beds **Total: 1,034 Beds** *Plus* Clinics - **450 Providers**

1.   Responses include scope for applications that apply to CCSF and the above listed entities. MediQuant has scoped the applications based on set-ups with other clients on how these facilities might be structured in its usage of systems. Scope will need to be confirmed as part of the discovery work process.

2.   An Asterisk (*) denotes systems identified as eligible for a potential sub-identical pricing discount on the implementation fee only because they are completely identical in terms of application, version, and platform and are provided to MediQuant in the exact same data type format for implementation.

3.   Flowsheets/Assessments will be extracted and archived in discrete format unless the legacy database table programming has been developed in a manner that requires the flowsheet/assessment data to be extracted and stored in a text report format.

4.   Many systems allow customization so all scope will need to be verified with business owners and extraction resources prior to final contract. All client defined screens must be identified and query definitions provided prior to first extract

5.   Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table

6.   DataArk module was determined based on the 'Data Set Scope' column above. Scope and/or modules to be confirmed as part of the discovery process.

7.   These systems will not be archived in DataArk.

By teaming MediQuant's *DataArk* solution and services with Cerner system and application knowledge, the City and County of San Francisco is assured of successful migration, storage, and access to this mission-critical data.

The following proposal provides options that address the archiving and access needs and allows the City and County of San Francisco the choice of either locally hosting the data within their own data center or contracting with Cerner to provide a remote hosting (SaaS) solution. There are also options included that allow for different levels of functionality to be available within the data sets ranging from:

*   **"Active"**, is the mode of DataArk modules that includes payment posting, editing and other functions exclusive of the optional interfaces. Currently, only the Patient Accounting module possesses the "Active" mode with the possibility that other modules may become available in an Active mode in the future if required. The "Active" mode includes the features of the "Static" mode. The Active mode is required for interfaces to be applied.

*   **"Static"**, references the mode of DataArk modules where data records may be viewed on demand either on screen or through report generation.

*   **"Storage"**, references the mode of DataArk modules where the data is in storage and not immediately accessible. Once in a Storage mode, the module must be restored to Static mode in order to access the records.

1. SCOPE OF SERVICES

a. APPLICATIONS

The City and County of San Francisco wishes to discontinue use of Cerner health information systems and migrate the data stored on these systems to DataArk. Descriptions for each of *DataArk* modules included in this proposal are provided below:

MediQuant Module	Description/Data Storage/Reports
Patient Accounting Static **PA (Patient Accounting) or PM (Practice Management)** *Static Module*	**'Static' module includes:** **Storage and end user GUI access to:** • Patient and guarantor demographics • Account & billing summary data • Account charge, payment, adjustment, & refund transactional detail • Insurance coverage and balance detail • Coding abstract data • Associated physician detail • Account notes detail • Medicare questionnaire data • DataArk user access audit record tracking • Custom patient accounting Fields from client legacy system (as needed) **End user functionality:** • View and add notes to legacy records • Produce itemized statement from legacy detail • Produce claim (i.e., UB or 1500) detail from legacy data • Run analytical reports on transaction history and/or abstract related trend data **Note:** Generally providers choose to utilize the 'Active Archive' module for about a three year period while they are working down their receivables, collecting and posting bad debt payments, and responding to RAC audits. After this period of time when a provider has either collected the majority of their outstanding reimbursement on their AR and/or Bad Debt inventory and has minimal RAC audit activity, they can choose to reduce the Patient Accounting functionality and associated support to a 'Static' mode **Note:** Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table
Patient Accounting Active PA (Patient Accounting) or PM (Practice Management)	**'Active' module includes all of the features listed in the 'Static' version above plus the following:** **Active End user functionality:** • Posting of payment, adjustment, and refund transactions to account records • Maintenance of General Ledger starting & ending balances with supporting detail • Ability to transfer balances between insurance plans and maintain updated account level Insurance & patient level balances • Update insurance Information to produce revised claims

MediQuant Module	Description/Data Storage/Reports
Active Module	• Modify charge transactions in response to audits (i.e., RAC audits) • Incrementally age accounts based on service or bill dates • Provide needed interface files for outside AR or collection agencies • Monitor all interface files being generated or received • Utilize automated routines to apply batch write-offs, agency assignment changes, etc. **Active reporting capability:** • Batch posting reporting • General Ledger journal entry summary & detail reporting • Active inventory summary & detail reporting • Make use of additional optional interfaces (i.e., 835 Posting, 837 generation, decision support Files, etc.) **Note:** Optional interfaces may also be utilized with the above 'Active Archive' Patient Accounting/Practice Management module. See '**Optional Interfaces**' table **Note:** Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table
MPI/Visit History Static Module	Includes: • Master patient index • Visit history • User access audit record tracking **Note:** Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table

Document Storage Plus
 	
Static Module
	Includes:
	• Patient demographic data
	• MPI and visit history data
	• PDF Image display/print
	• Multi-Department
	• Indexing relevant to report type for searching:
	    o Image type
	    o Image date
	    o Check #
	    o Date of service, etc.
	• DataArk user access audit record tracking
	
	Note: The extractor is required to deliver the all pdf documents with associated metadata to MediQuant for load into DataArk. Additional fees will apply if the MediQuant data load team needs to configure documents prior to load.
	
	Note: Enterprise document storage systems such as Chartmaxx, McKesson HPF, Siemens EDM, etc. will incur an additional TBD implementation and/or license fee dependent on additional discovery for DB size and content.

MediQuant Module	Description/Data Storage/Reports
	Note: Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table

Hospital EMR Plus *Static Module* Patient centric or visit centric viewing	Includes:
	• Patient demographic data
	• MPI and visit history data
	• Patient Summary discrete data including:
	  ➢ Allergies
	  ➢ Home medications
	  ➢ Problem list
	  ➢ Immunizations
	  ➢ Precautions/Alerts
	  ➢ Patient history (social, medical/surgical/, family, substance, etc.)
	• DataArk user access audit record tracking
	
	PLUS
	
	Includes up to SIX (6) of the following)
	• Pharmacy (Basic or Plus)
	• OR/Surgery (Basic or Plus)
	• Discrete Order Entry
	• Text Reports (Basic)
	• Document Storage (Basic)
	• Flowsheets (up to 50)
	• Radiology (Basic)
	• Laboratory (Basic or Plus)
	• Emergency Department (Basic)
	
	Note: Flowsheets/Assessments will be extracted and archived in discrete format unless the legacy database table programming has been developed in a manner that requires the flowsheet/assessment data to be extracted and stored in a text report format
	
	Note: If client requests MQ built text reports instead of flowsheets after completion of flowsheet load into DataArk, there is a $1,500 per text report/ per load fee that will apply.
	
	Note: The extractor is required to deliver the all summary, text, and pdf documents with associated metadata including required headers/footers, if applicable to MediQuant for load into DataArk. Additional fees will apply if the MediQuant data load team needs to configure documents prior to load.
	
	Note: Archive of a single legacy HIPAA user table, with end-user GUI access to the Legacy HIPAA Audit Report in DataArk is included as part of the implementation fee for each individual application. An additional implementation fee will be applied to each additional table, per application, in excess of the single covered table

b. HOSTING OPTION:

In-House Delivery Option:

In the event the City and County of San Francisco should prefer to host the Applications in their own Data Center, the Applications can be purchased.

Perpetual License Model
Installed on-site at client's data center, hosted in client's environment
Client provides workstations, server(s), SQL Server and MS operating system

1. Subsequent identical implementation fee discount applied and indicated by an asterisk (*). A "Subsequent Identical Data Set" is a data set that is completely identical to a previously loaded dataset, coming from the same application and version # and platform, and possesses the same format, content type by field, file layout, resulting configuration and extract as the previously loaded data set. "Subsequent Identical" prices apply only to the implementation fee of a Subsequent, Identical Data Set and resulting configuration in the DataArk Software. The full priced fee will be applied to the first project implemented, and the discounted rate to the subsequent projects as indicated above. If the client desires the projects to be implemented in a different order, the fees will be adjusted accordingly.

2. Further scope of work is required to confirm the number of instances of each application, archiving requirements for each entity, and the operational deployment of the applications across the 25 clinics. Based on that discovery, for shared instances, a 15% multi-facility implementation fee mark-up per facility, per project may be required to the fees listed above. If it is determined facilities are on separate instances, a separate implementation fee will apply.

c. OPTIONAL INTERFACES

The City and County of San Francisco may have a need for the DataArk applications to interface directly with other systems or to import/export standard files such as 835/837 transactions. MediQuant and Cerner will work with the City and County of San Francisco to define and fulfill those requirements. Estimated fees are:

Optional Interfaces
837 Upload File Interface*
This is a one way file interface from DataArk to a client specified EDI claims clearinghouse vendor. Initial implementation and support fee is based on the combination of generation of a unique file format (i.e. 837i, 837p) and a specific clearinghouse. Subsequent implementation and support fee will be charged for each additional project requiring the interface and assumes that both file format and receiver (clearinghouse) system match the initial file interface implementation. Files will be generated and delivered to a specified client file pick-up location.

Optional Interfaces
835 Download File Interface* This is a one way file interface to DataArk from the EDI remittance vendor and/or client. Implementation and support fees will be charged for each unique Active Patient Accounting project line (as seen in the pricing grids in proposal/contract) to account for mapping and testing work associated with specific transaction code master tables and associated logic in each data set. Files will be picked up from a specified client file pick-up location.
Agency File Interface* These are a series of bi-directional file(s) interface options between DataArk and the client specific third party agency/vendor. Implementation and support fees will be charged for each agency. Files will be generated/delivered to and/or picked up from a specified client file pick-up location.
General Ledger File Interface* This is one way file interface from DataArk a client designated General Ledger application. File includes financial transactions from a specified period of time (i.e., daily, weekly). Initial implementation and support fees will be charged based on a combination of a unique file requirement and a client specified receiver (GL) system. Subsequent implementation and support fee will be charged for each additional project requiring the interface and assumes that both file format requirement and receiver (GL) system match the initial file interface implementation. Files will be generated and delivered to a client pick-up location so client can interface the file to their designated GL application.

Optional Interfaces
Decision Support System (DSS) File Interface* This is one way file interface from DataArk to a client designated Decision Support System. File includes fields that have been updated within DataArk within a specified period of time (i.e., last 24 hours, last week, etc.) Initial Implementation and support fees will be charged based on a combination of a unique file requirement and a client specified receiver (DS) system. Subsequent implementation and support fee will be charged for each additional project requiring the interface and assumes that both file format requirement and receiver (DS) system match the initial file interface implementation. Files will be generated and delivered to a client pick-up location so client can interface the file to their designated Decision Support application.
Patient Statement File Interface* This is one way file interface from DataArk to a client designated print/mail statement vendor. File includes all relevant demographic and financial transaction data needed to generate patient statements and will be delivered in an XML format. In the case where a specific project requires this interface, implementation and support fees will be charged for each unique Active Patient Accounting project line (as seen in the pricing grids in proposal/contract) to account for mapping and testing work associated with specific statement logic required. Files will be generated and delivered to a client pick-up location so client can interface the file to their designated print/mail statement vendor.
HL7 Patient Demographic Update File Interface* This is one way HL7 interface from the client HIS to DataArk. This interface ONLY supports message type A31 and is used for updating demographic data from the client HIS to DataArk. This functionality is not available for clinical records at this time.

Optional Interfaces
HL7/MPI Clinical Patient Merge File Interface**
This is a one way HL7 interface from the client HIS to DataArk. This interface ONLY supports message type A18 and is used for the merging of medical record numbers within DataArk. This functionality is not available for patient accounting at this time.

* Interface available in conjunction with 'Active' Patient Accounting module only

**Interface available in conjunction with clinical modules only

D. PROFESSIONAL SERVICES AND FIXED FEE DATA EXTRACT

Project Management

Contracted separately. Project oversight is required and not included in this quote.

Cerner Extract Management Services

Contracted separately. Extract Services are required and not included in this quote.

e. SUPPORT

1) Support desk access for end users and technical staff;
2) Software warranty;
3) Complete support and management of:
4) Interfaces generated files and uploaded files;
5) Server and required software;
6) System environment (physical security, redundant power back-up, hardware support);
7) Daily incremental, weekly full on-site back-up; additional off-site backup available.

f. TRAINING

1) No charge for first 8 hours of web training per module
2) On-site training is priced differently

g. TERM

DataArk Active A/R Management for a term through June 30, 2020; however, if the term is extended by mutual written agreement to last a total of more than 36 months, City and County of San Francisco will have the option to migrate to Static A/R at the completion of 36 months of Active A/R.

h. CITY AND COUNTY OF SAN FRANCISCO RESPONSIBILITIES

1) Validated clean data in PC readable text format suitable for migration;
2) Providing a Data Dictionary for source system(s) being archived
3) Access to services of a qualified legacy system analyst
4) Assembling a project team with the following roles represented: Project Manager, Data Extract Resource, Subject Matter Expert, Data Validation Coordinator, Training Coordinator, and User/Security Administrator
5) Browser version: IE8 or higher
6) For the client hosted solution, the City and County of San Francisco will provide the hardware and software needed to operate DataArk, to include IIS, Windows operating system & MS SQL Server.

Exhibit Q

Remote Computing (RCO) Exhibit	Year End 6/30/2011	Year End 6/30/2012	Year End 6/30/2013	Year End 6/30/2014	Year End 6/30/2015	Year End 6/30/2016	Year End 6/30/2017	Year End 6/30/2018	Year End 6/30/2019	Year End 6/30/2020	Total
RCO/ASP Service (INVISION Clinical Apps)											
Term License Applications (DSS CLIN PERF, EDM BASE/PFS)											
RCO											
Support and Services	$ 3,064,164	$ 3,064,164	$ 3,064,164	$ 3,064,164	3,064,164 $	3,064,164 $	3,064,164 $	4,374,278 $	4,374,278	$4,374,278 $	34,571,981
Supplies ESTIMATE	262,296	262,296	262,296	262,296	262,296	262,296	262,296	262,296	262,296	262,296	2,622,960
New Applications/Services	181,328	108,203	50,540	61,660	123,320	123,320	123,320	123,320	123,320	123,320	1,141,649
Amendment Dated November 22, 2011 [1]	-	803,259	313,980	313,980	313,980	313,980	313,980	303,272	303,272	303,272	3,282,974
MU Items (includes 9/13 RX, MAK, FDB)			1,092,463	1,914,928	1,213,098						4,220,489
HDX Excess	-	532,056	-	-	-	-	-	-	-	-	532,056
PSR's	-	120,000	125,000	-	-	-	-	-	-	-	245,000
Amendment Dated June, 2013 [2] SIS, HDX, MS, HIM, etc... Includes ICO Applications	-	-	1,052,388	3,255,062	2,513,523	2,269,139	2,269,139	-	-	-	11,359,251
Amendment Dated Septmeber, 2013 - Healthcare Query (HC)	-	-	21,809	5,280	5,280	5,280	5,280	5,322	5,322	5,322	58,896
Amendment Dated Septmeber, 2013 - Pharmacy, MAK, FDB (RX)	-	-	-	205,860	182,160	182,160	182,160	186,923	186,923	186,923	1,313,108
Amendment Dates March, 2014, Autonomy Teleform	-	-	-	-	-	-	-	-	-	-	-
Amendment Dated June 2014, Healthcare Query Addl 2 blocks of 25 Licenses	-	-	-	-	9,680	10,560	10,560	10,644	10,644	10,644	62,733
Future Contract (Replacement of Mobile MD Contract Value)	-	-	-	-	-	-	-	-	-	-	-
Amendment Dated August 2014 Additional Data Captor Licenses	-	-	-	-	5,940	6,480	6,480	-	-	-	18,900
Amendment Dated June 2014 Removing Mobile MD from June 2013 Contract	-	-	-	(97,500)	(180,000)	(240,000)	(240,000)	-	-	-	(757,500)
Amendment Dated July 2015 QRDA & SIS Licenses	-	-	-	-	(70,647)	165,672	165,672	-	-	-	260,697
Amendment Dated July 2015 EMUE Express Licenses	-	-	-	-	4,665	18,660	18,660	18,660	18,660	18,660	97,965
Amendment Dated July 2015 Imprivata	-	-	-	-	17,600	40,625	-	-	-	-	58,225
Extension Additional Items	-	-	-	-	-	84,160	166,140	115,850	118,100	118,100	602,351
Amedment Dated July 2015 Managed Services EDM Removal	-	-	-	-	(122,580)	913,992	949,260	-	-	-	1,740,672
Projected Additional Professional Services	-	-	-	-	-	-	-	2,782,770	2,250,895	4,642,665	9,676,330
Optional: DataArc (Software, Service & Maintenance for 3 years)											3,305,497
RCO - Existing and New Applications SubTotal	$ 3,507,788 $	4,889,978 $	5,962,640 $	8,985,730 $	7,342,479 $	7,220,488 $	7,297,111 $	8,183,334 $	7,653,709 $	10,045,479 $	74,414,233
Taxes & CPI											
Taxes	316,014	320,551	316,014	321,871	327,729	330,943	330,943	455,404	455,404	455,404	3,630,278
CPI - Maximum	-	-	134,210	139,579	145,162	150,968	157,007	163,287	169,819	176,612	1,236,645
Amendment Dated November 22, 2011 — Taxes	-	31,217	29,828	29,828	29,828	29,828	29,828	28,811	28,811	28,811	266,790
Amendment Dated November 22, 2011 — CPI - Maximum	-	-	5,730	5,959	6,198	6,446	6,703	6,972	7,250	7,540	52,799
HDX Excess	-	50,545	-	-	-	-	-	-	-	-	50,545
PSR's	-	11,400	-	-	-	-	-	-	-	-	11,400
Amendment Dated June, 2013 [2] SIS, HDX, MS, HIM, etc... Includes ICO Applications	-	-	(19,239)	242,926	313,775	315,328	318,947	103,523	4,141	166	1,279,568
Amendment Dated Septmeber, 2013 - Healthcare Query (HC)	-	-	125	559	735	742	742	747	748	748	5,146
Amendment Dated Septmeber, 2013 - Pharmacy, MAK, FDB (RX)	-	-	5,768	15,965	25,390	25,607	26,068	26,277	26,286		155,362
Amendment Dates March, 2014, Autonomy Teleform	-	-	-	-	-	-	-	-	-	-	-
Amendment Dated June 2014, Healthcare Query Addl 2 blocks of 25 Licenses	-	-	-	-	920	1,427	1,483	1,493	1,497	1,497	8,316
Future Contract (Replacement of Mobile MD Contract Value)	-	-	-	-	-	-	-	-	-	-	-
Amendment Dated August 2014 Additional Data Captor Licenses	-	-	-	-	564	876	910	-	-	-	2,350
Amendment Dated June 2014 Removing Mobile MD from June 2013 Contract	-	-	-	(9,263)	(17,100)	(30,684)	(33,627)	-	-	-	(90,674)
Amendment Dated July 2015 QRDA & SIS Licenses	-	-	-	-	(6,711)	17,553	23,068	7,550	302	12	41,773
Amendment Dated July 2015 EMUE Express Licenses	-	-	-	-	443	1,977	2,598	2,623	2,624	2,624	12,889
Amendment Dated July 2015 Imprivata	-	-	-	-	1,672	3,859	-	-	-	-	5,531
Extension Additional Items	-	-	-	-	-	7,995	19,470	18,430	16,591	16,607	79,093
Amedment Dated July 2015 Managed Services EDM Removal	-	-	-	-	(11,645)	81,460	129,998	-	-	-	199,813
Projected Additional Professional Services	-	-	-	-	-	-	-	264,363	213,835	441,053	919,251
Optional: DataArc (Software, Service & Maintenance for 3 years)											314,022
Taxes & CPI Subtotal	$ 316,014 $	413,713 $	466,669 $	737,229 $	811,535 $	944,110 $	1,013,677 $	1,079,271 $	927,299 $	1,157,360 $	8,180,900
Total RCO	$ 3,823,801 $	5,303,691 $	6,449,309 $	9,722,960 $	8,154,013 $	8,164,598 $	8,310,788 $	9,262,605 $	8,581,009 $	11,202,839 $	82,595,133

In-house (ICO) Exhibit	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7				84 Month Total
In-house											
Support and Services	$ 213,808 $	213,808 $	213,808 $	213,808 $	213,808 $	213,808 $	213,808 $	156,967 $	158,339 $	158,339 $	1,970,301
New Applications/Services and Account Management	194,970	202,320	202,320	202,320	202,320	202,320	202,320	-	-	-	1,408,890
In-house - Existing and New Applications SubTotal	$ 408,778 $	416,128 $	416,128 $	416,128 $	416,128 $	416,128 $	416,128 $	156,967 $	158,339 $	158,339 $	3,379,191
Taxes & CPI											
Taxes Subtotal	21,301	22,290	22,290	22,290	22,290	22,290	22,290	14,912	15,042	15,042	200,035
CPI - Maximum	-	-	17,504	18,204	18,932	19,689	20,477	21,296	22,148	23,034	161,283
Taxes & CPI Subtotal	$ 21,301 $	22,290 $	39,793 $	40,494 $	41,222 $	41,979 $	42,767 $	36,208 $	37,190 $	38,076 $	361,318
Total In-house	$ 430,079 $	438,418 $	455,921 $	456,622 $	457,350 $	458,107 $	458,895 $	193,174 $	195,529 $	196,415 $	3,740,509
Balancing Entry (HS Invoice Totals)			$ (284,789) $	(1,409,514) $	2,171,301 $	(1,274,455) $	(490,941)			$	(1,288,408)
GRAND TOTAL w/ TAXES and CPI Max	$ 4,253,880 $	5,742,108 $	6,620,431 $	8,770,067 $	10,782,664 $	7,348,250 $	8,278,742 $	9,455,780 $	8,776,538 $	11,399,255 $	85,047,234

[1] Applications/ Services included: Soarian Quality Measures (SQM), Advanced Interoperability Services (AIS), Medication History, and eScripting (assumes up to 200 Providers/ month).

[2] Applications/ Services included: SIS, Soarian H.I.M., MobileMD, HDX, Imprivata, and Add-on Manage Services items (see amendment for details).

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

	DATE (MM/DD/YYYY)
	8/30/2016

PRODUCER	CONTACT NAME:		
Hays Companies 1200 Main Street, Suite #2310 Kansas City MO 64105	PHONE (A/C, No, Ext): (816)474-3535		FAX (A/C, No): (816) 842-5795
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	Sentry Insurance A Mutual Co.	24988
INSURER B :	Federal Insurance Co.	20281
INSURER C :	Sentry Casualty Company	28460
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Cerner Health Services, Inc.
Amanda Loftin
2800 Rockcreek Parkway
Kansas City MO 64117

COVERAGES   CERTIFICATE NUMBER: CHS GL/AL/WC/UL 10 16/17   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
		X		90-18412-03	9/1/2016	9/1/2017	MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Excluded
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS			90-18412-04	9/1/2016	9/1/2017	BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll	$ 1,000
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $			79859205	9/1/2016	9/1/2017		$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		90-18412-01 (AOS) 90-18412-02 (WI)	9/1/2016	9/1/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CCSF, It's Officers, Agents and Employees are included as Additional Insured when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City and County of San Francisco-Office of Contract Administration 101 Grove St RM 307 San Francisco, CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/LROBB

ACORD 25 (2014/01)   The ACORD name and logo are registered marks of ACORD
INS025 (201401)

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY)
09/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
Marsh USA Inc. 2405 Grand Boulevard, #900 Kansas City, MO 64108 Attn: kansascity.certrequest@marsh.com; 212-948-0015-f	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
091272--Prof1-16-17	INSURER A : North American Capacity Insurance Company		25038
INSURED Cerner Health Services, Inc. Attn: Beth Hull 2800 Rockcreek Parkway Kansas City, MO 64117	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: CHI-005909299-08   REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY ☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			TCP 0008319 03	09/01/2016	09/01/2017	Limit:	10,000,000
							SIR Value:	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CCSF, its officers, Agents, and Employees are included as Additional Insured when required by written contract.

Policy Number H2L0000908-01 includes Cyber Liability Coverage for Technology, Media and Telecommunication Companies.

CERTIFICATE HOLDER	CANCELLATION
City and County of San Francisco Office of Contract Administration 101 Grove Street, RM 307 San Francisco, CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Keith A. Stiles

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA Inc.		Cerner Health Services, Inc. Attn: Beth Hull 2800 Rockcreek Parkway Kansas City, MO 64117
POLICY NUMBER		
CARRIER	**NAIC CODE**	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25   FORM TITLE: Certificate of Liability Insurance

1st Excess Layer:
Endurance American Insurance Company
Effective Date: 9/1/2016
Expiration Date: 9/1/2017
Policy No: PRX10004181303
Limit: $10,000,000