



AMENDMENT NO. OPT-0297952

Amendment No. 55 (Client Internal Reference)

This **Amendment No. OPT-0297952** between Cerner Corporation (“**Cerner**”), a Delaware corporation with its principal place of business at 8779 Hillcrest Road, Kansas City, MO 64138, and San Mateo Medical Center (“**Client**”), with its principal place of business at 222 W 39Th Avenue, San Mateo, CA 94403-4364, is effective as of May 8, 2023 (“**Amendment No. OPT-0297952 Effective Date**”).

WITNESSETH:

WHEREAS, Client and Siemens Medical Solutions USA, Inc. (“**Siemens**”) were parties to an agreement dated September 23, 2003, (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

WHEREAS, Client and Cerner, as successor in interest to Siemens under the Agreement wish to amend the Agreement, specifically Amendment No. 1-6IEUYDC, (Client Internal Reference, Amendment No. 55) dated June 23, 2020, in certain respects,

WHEREAS, the parties wish to establish a “Sixth Period Not to Exceed Amount” of \$4,282,422 for the period of January 1, 2024 through December 31, 2024.

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree as follows:

- 1. Extension Term.** The term of the Agreement and Support Term is extended and will continue until December 31, 2024, subject to the terms of this Amendment No. OPT-0297952 (Client Internal Reference, Amendment No. 55), unless terminated earlier in accordance with the provisions of the Agreement. Upon mutual written consent, Client will have the option to extend the Support Term and other services under the Agreement at the rate charged in the final period of the then-current term, for a period of twelve months by executing a corresponding amendment with Cerner no later than ninety (90) days prior to the end of the Support Term.
- 2.** The following solution codes will not be extended, the monthly fee will be removed and the solutions will terminate effective December 31, 2023.

OPTY ID	BUSINESS MODEL	SOLUTION DESCRIPTION	MFG CODE	SOLUTION CODE	MONTHLY FEE
1-4U0HNSV	Subscription Services	Cerner Soarian Doc Mgmt Auto Scanning Mgmt 1 Bed Sub	07637411TL	20010498	\$230.00
CON0000100062 18	Support Services	EDM Auto Scan Mgmt 1Bed ESupSE	7637429	00164293	\$2061.39

- 3. Not to Exceed.** Section 7.8 of the Agreement, which imposed a not to exceed amount of \$12,000,000 for the original term of the Agreement, has subsequently been amended, deleted in its entirety and has been restated to read in its entirety as follows:

Services September 2003 through April 30, 2008. For licenses, services, expenses, charges, and all other items provided under the Agreement between its initial execution in September 2003 and April 30, 2008, the maximum costs to Client is \$8,500,000.00 (the “First Period Not to Exceed Amount”).

Services April 30, 2008 through June 30, 2011. For licenses, services, expenses, charges, and all other items provided or to be provided under the Agreement between May 1, 2008, and June 30, 2011, the maximum costs to Client is \$4,517,899.85 (the “Second Period Not to Exceed Amount”).

Services July 1, 2011 through June 30, 2012. For licenses, services, expenses, charges, and all other items provided or to be provided under the Agreement between July 1, 2011, and June 30, 2012, the maximum costs to Client is \$3,850,000.00 (the “Third Period Not to Exceed Amount”).



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Services July 1, 2012 through December 31, 2019. For licenses, services, expenses, charges, and all other items provided under the Agreement for the period beginning July 1, 2012, through December 31, 2019, the maximum costs to Client is \$25,800,000 (the "Fourth Period Not to Exceed Amount").

Services January 1, 2020 through December 31, 2023. For licenses, services, expenses, charges, and all other items provided under the Agreement for the period beginning January 1, 2020, through December 31, 2023, the maximum costs to Client is \$17,500,000 (the "Fifth Period Not to Exceed Amount").

Services January 1, 2024 through December 31, 2024. For licenses, services, expenses, charges, and all other items provided under the Agreement for the period beginning January 1, 2024, through December 31, 2024, the maximum costs to Client is \$4,282,422 (the "Sixth Period Not to Exceed Amount").

All travel and living expenses are subject to the applicable not to exceed amount.

The parties will mutually determine, on a case-by-case basis, whether any future amendments will increase the Sixth Period Not to Exceed amount, but any such change must be duly approved in writing and in advance by each party in order to be effective. Services under the Sixth Period Not to Exceed Amount shall terminate upon exhaustion of that not to exceed amount or expiration of the contract term, whichever occurs first, in accordance with the provisions of the Agreement unless the Agreement is duly amended in writing by each party to change the not to exceed amount.

4. **SOARIAN CLINICALS SUPPORT LIMITATIONS**. Beginning Jan 1, 2024, Notwithstanding anything else contained in the Agreement, with respect to the Soarian Clinical Applications and associated Deliverables licensed or provided to Client under the Agreement (collectively, the "Clinical Application"), including Pharmacy MAC and Novius Lab, Client acknowledges and agrees that through the remainder of the Services Term, Cerner's representations, warranties, and other obligations to develop or provide any new or modified content or software code for or otherwise support the Clinical Application are confined to the following: making available to Client software or content updates within a reasonable period of time and as required to (a) correct failures of the Clinical Application to perform substantially in accordance with Cerner's then-current Documentation; (b) maintain the 2015 Edition Cures Act certification referred to below, including making available the Clinical Application updates needed to enable Client to implement (i) the CMS enhancements required to be implemented by Client under the Cures Act by January 1, 2023 and (ii) the EHI Export enhancements required to be implemented by Client under the Cures Act by December 31, 2023, and/or (c) enable Client to use the Clinical Application 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 Clinical Application (as set forth in Cerner's then-current Documentation) (collectively, the "Limited Support Obligations"). While Cerner may provide or otherwise make available to Client Updates, Versions or Releases of the Clinical Application that contain modifications which go beyond the Limited Support Obligations, Cerner shall have no obligation to do so now or in the future.

Without limiting the generality of the foregoing, for clarification, Cerner has no warranty, support, or other obligation to seek, obtain, or maintain any Future Certification beyond the 2015 Edition Cures Act or to develop or provide anything to fulfill or address any Future HITECH Requirement. "Future Certification", as used in this Section, means any and all certifications that are deemed required, optional, or contemplated by any Federal or state statute, rule, regulation, directive, guide or the like, excluding only the 2015 Edition Cures Act certification Cerner has obtained and maintains as of the Amendment No. OPT-0297952 Effective Date with respect to the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"). "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 the Cerner 2015 Edition Cures Act certification referenced above.

In all other respects, Amendment No. 1-6IEUYDC (Client Internal Reference, Amendment No. 55) and the Agreement of which they are a part remain unchanged.

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IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment No. OPT-0297952 (Client Internal Reference, No. 55) as of the Amendment No. OPT-0297952 Effective Date.

SAN MATEO MEDICAL CENTER

Authorized signatory: _____
(signature)

(printed name)

Title: _____

Attest By : _____
(signature)

(printed name)

Title: _____

CERNER CORPORATION

Authorized signatory: _____


Teresa Waller

Title: _____
Sr. Director, Contract Management

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