# ORACLE

#### AMENDMENT NO. A6SLWC (Amendment No. 56 – internal client reference)

This Amendment No. A6SLWC (this "Amendment") amends the Agreement dated September 23, 2003, and all amendments and addenda thereto (the "Master Agreement") between San Mateo Medical Center ("You") and Cerner Corporation, a subsidiary of Oracle Corporation (collectively with its affiliates, "Oracle," "we," "us," or "our").

The parties agree to amend Amendment No. 1-6IEUYDC to the Master Agreement dated June 23, 2020, as follows:

1. <u>Extension Term</u>. The term of the Agreement and Support Term is extended and will continue until December 31, 2025, subject to the terms of this Amendment, 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. **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").

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").

Services January 1, 2025 through December 31, 2025. For licenses, services, expenses, charges, and all other items provided under the Agreement for the period beginning January 1, 2025, through December 31, 2025, the maximum costs to Client is \$3,590,810 (the "Seventh 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 Seventh 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 Seven 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.

3. The line items covered by the term extension are set forth in the following Oracle Health Services Renewal Orders attached to this Amendment (the "2024 Renewal Orders"):

- a. Oracle Health Services Renewal Order dated April 30, 2024, Service Number 21357960
- b. Oracle Health Services Renewal Order dated April 30, 2024, Service Number 21359517
- c. Oracle Health Services Renewal Order dated August 1, 2024, Service Number CRNR-CON000010006761-1

The terms and provisions of the 2024 Renewal Orders are expressly incorporated herein.

Subject to the modifications herein, Amendment No. 1-6IEUYDC and the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment is November 30, 2024.

San Mateo Medical Center

Authorized Signature:

Name: Warren Slocum

Cerner Corporation	l
Authorized Signature	Jero All
Name: <u>Teresa Waller</u>	
Title: <u>Sr Director, Co</u>	ontract Mgmt

Title: President, Board of Supervisors, San Mateo County

Signature Date: November 19, 2024

ATTEST: log Bv:

Clerk of Board of Supervisors, San Mateo County

Resolution No. 080756

Signature Date: <u>9-19-2024</u>



30-Apr-24

Cyndy Chin SAN MATEO MEDICAL CENTER 222 W 39th Ave San Mateo CA 94403 United States

Dear Cyndy Chin

Please find attached an order for Oracle Health Limited Support without Regulatory Updates. The Limited Support services, as further identified and detailed in this order, may be placed by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the order on or before 2-Dec-24.

Oracle would like to thank you for your business.

Have a question about this order? Call or email Oracle at ryley.raffone@oracle.com.



#### **General Information**

### **Offer Expiration**

Customer: SAN MATEO MEDICAL CENTER Service Number: 21357960 Offer Expires: 31-Dec-24 Oracle: Oracle America, Inc. Oracle Contact Information: Ryley Raffone Call: Email: ryley.raffone@oracle.com

Customer Quote To	Customer Bill To
Cyndy Chin	Cyndy Chin
SAN MATEO MEDICAL CENTER	SAN MATEO MEDICAL CENTER
222 W 39th Ave	222 W 39th Ave
San Mateo	San Mateo
CA 94403	CA 94403
United States	United States
cchin@smcgov.org	-+1 (650) 573-3528
	cchin@smcgov.org

"You" and "Your" as used in this order, refers to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including your invoice, to the respective email address.

#### **Service Details**

icensed Software Support					
Service: B108051   Oracle Health Limited Support v	vithout Regula	tory Upda	ates		
Product Description	Reference#	Qty	Start Date	End Date	Price
75203842   Cerner Soarian Clinical Access Subscription - Adjusted Patient Days Product	CON0000100 06218	1	1-Jan-25	31-Dec-25	3,088.10
75203842   Cerner Soarian Clinical Access Subscription - Adjusted Patient Days Product	1-4U0HNSV	1200	1-Jan-25	31-Dec-25	501.60
75203855   Cerner Soarian Clinical Team Subscription – Adjusted Patient Days Product	CON0000100 06218	1	1-Jan-25	31 <b>-D</b> ec <b>-</b> 25	8,181.91
75203855   Cerner Soarian Clinical Team Subscription – Adjusted Patient Days Product	1-4U0HNSV	1200	1-Jan-25	31-Dec-25	928.80
75203854   Cerner Soarian Common Clinical V2.0 Subscription - Adjusted Patient Days Product	CON0000100 06218	1	1-Jan-25	31-Dec-25	10,428.50
75203854   Cerner Soarian Common Clinical V2.0 Subscription - Adjusted Patient Days Product	1-4U0HNSV	1200	1-Jan-25	31-Dec-25	1,171 <b>.</b> 20
75203856   Cerner Soarian Physician Subscription – Adjusted Patient Days Product	CON0000100 06218	1	1-Jan-25	31-Dec-25	4,558.87
75203856   Cerner Soarian Physician Subscription - Adjusted Patient Days Product	1-4U0HNSV	1200	1-Jan-25	31-Dec-25	744.00
75203203   eRX Medication History Per Bed - Beds Product	1-4AOXKI1	70	1-Jan-25	31-Dec-25	1,310.40
75203847   Non-MS4 Med Admin Check Variable Fee Sub - Adjusted Patient Days Product	1-4U0HNSV	1200	1-Jan-25	31-Dec-25	972.00
75203849   Non-MS4 Pharmacy Variable Fee Subscription - Adjusted Patient Days Product	1-4U0HNSV	1200	1-Jan-25	31-Dec-25	748.80
L122719   NOV Lab Variable Fee	CON0000000 04532	1	1-Jan-25	31-Dec-25	13,202.98
L122715   SHS Pharmacy Var Fee	CON0000100 00215	1	1-Jan-25	31-Dec-25	9,988.49
					/_

Licensed Software Support Fees: USD 55,825.65

Total Price: USD 55,825.65

Excluding applicable tax

#### **Notes**

Please note the following:

- If You have questions regarding the Service Details section of this order, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this order.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the support services and the support services ordered under this order will be provided through the end date specified in the table for the Licensed Software and/or Recurring Services.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable Licensed Software and/or Recurring Services for which You are purchasing support Services.

#### **Applicable Agreement**

The Services purchased under this order are governed by the terms and conditions of the applicable Agreement identified below ("Agreement"):

- Licensed Software
  - a. The existing agreement that You executed for Support for the Licensed Software listed in the Service Details section above with Oracle or a vendor acquired by Oracle. Any use of the Licensed Software, which includes updates and other materials provided or made available by Oracle as a part of Support, is subject to the rights granted for the Licensed Software set forth in the order/Ordering Document in which the Licensed Software was acquired; or
  - b. If You do not have an existing agreement for Support, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your order governs the provision of Support ordered under this order, as well as Your rights to use updates and other materials provided or made available by Oracle under Support. If applicable, You should review the Oracle Health Business Agreement prior to entering into this order, the current version of which may be accessed at http://www.oracle.com/contracts on the Oracle Health tab.
- Recurring Services
  - a. The existing agreement that You executed for the Recurring Services listed in the Service Details section above with Oracle or a vendor acquired by Oracle; or
  - b. If You do not have an existing agreement for the Recurring Services, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your order governs the provision of Recurring Services ordered under this order. If applicable, You should review the Oracle Health Business Agreement prior to entering into this order, the current version of which may be accessed at <a href="http://www.oracle.com/contracts">http://www.oracle.com/contracts</a> on the Oracle Health tab.

This order incorporates the Agreement by reference. The Limited Support terms in this order supersede and replace the applicable support obligations in the Agreement for the items listed herein. In the event of inconsistencies between the terms contained in this order and the Agreement this order shall take precedence.

#### **Support Terms**

Limited Support acquired under this order is provided for the Licensed Software and/or Recurring Services detailed on the attached Limited Support Licensed Software and/or Recurring Services Exhibit only. To qualify for continued Limited Support, You must remain on currently supported versions of the Licensed Software and/or Recurring Services for the duration of the support period listed above in the Service Details section. Under Limited Support, Oracle will work to provide either a new fix, patch, or acceptable workaround for critical issues (defined below) or security alerts, if required and agreed to by Oracle as defined below ("Limited Support").

Limited Support does not include: (i) major product and technology releases, including regulatory updates (ii) testing or validation with third party vendors/products, (iii) upgrades, including, but not limited to upgrade scripts (availability may vary by program), (iv) Service Level Agreements (SLAs) or Service Level Objectives (SLOs) for response or resolution times, (v) professional services requests, and (vi) requests for training.

You understand that Limited Support may not be available for separately licensed or sublicensed software that you have deployed in conjunction with the Licensed Software and/or Recurring Services for which you are acquiring the Limited Support. The Limited Support acquired hereunder does not include support for related features that are separately licensed.

The fees for Limited Support are in addition to any Support fees paid for the Licensed Software and/or Recurring Services, including the supported program releases. If You acquire Limited Support, then for the term of the services, You must (i) maintain Support and (ii) acquire Limited Support for all Permitted Facilities for which Support is contracted.

For purposes of this order, a "critical issue" is defined as, your production use of the Licensed Software and/or Recurring Services is stopped or so severely impacted that you cannot reasonably continue work. You experience a

complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Priority/Severity 1 service record has one or more of the following characteristics: (i) complete operational impairment of production system, (ii) major impact on system availability, (iii) major financial impact or patient care, (iv) major portion of end users/client are unable to process transactions or access data critical to their ability to conduct daily business, (v) data corruption, and (vi) system hangs indefinitely, causing unacceptable or indefinite delays for resources or response.

Critical issues that need phone-based support, shall be provided through the Immediate Response Center (IRC) 24 hours per day, 7 days a week. Except as otherwise specified, Oracle provides 24-hour Support for Priority/Severity 1 service records for Licensed Software and/or Recurring Services. Oracle Support will work 24x7 until the issue is resolved, or an acceptable work-around has been identified when you remain actively engaged working toward resolution of your Priority/Severity 1 service record. You must provide Oracle Support with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this priority classification with great care, so that valid Priority/Severity 1 situations obtain the necessary resource allocation from Oracle.

Web based support for non-critical service records will be provided during business hours – Monday through Friday, 8:00am – 5:00pm local time, excluding Oracle holidays. Non-technical customer service will be provided during business hours Monday through Friday 7:00am – 7:00pm CST, excluding Oracle holidays.

Any use of the Licensed Software and/or Recurring Services, which includes updates and other materials provided or made available by Oracle as a part of support services, is subject to the rights granted for the Licensed Software and/or Recurring Services set forth in the order in which the Licensed Software and/or Recurring Services was acquired.

#### **Order Processing Details**

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order or payment confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancellable and the sums paid non-refundable, except as provided in the Agreement.

# Support fees are invoiced Annually in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

#### **Payment Details**

#### **Purchase Order**

If You are submitting a purchase order for the payment of the support services under this order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Service Number: 21357960
- Total Price: USD 55,825.65 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, SAN MATEO MEDICAL CENTER agrees that the terms of this order and the Agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the support services ordered under this order.

Please contact Oracle per the General Information section above to issue Your purchase order.

#### **Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

\_\_\_\_\_ SAN MATEO MEDICAL CENTER does not issue purchase orders.

\_\_\_\_\_SAN MATEO MEDICAL CENTER does not require a purchase order for the services ordered hereto.

SAN MATEO MEDICAL CENTER certifies that the information provided above is accurate and complies with SAN MATEO MEDICAL CENTER's business practices in entering into this order, including obtaining all necessary approvals to release the funds for this order. In issuing this payment confirmation, SAN MATEO MEDICAL CENTER agrees that the terms of this order and the Agreement shall apply to the support services ordered under this order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms SAN MATEO MEDICAL CENTER's commitment to pay for the services ordered in accordance with the terms of this renewal order.

#### SAN MATEO MEDICAL CENTER

Authorized Signature

Name

Title

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



30-Apr-24 Dear Cyndy Chin **Your Oracle Health Services are due for renewal.** 

Service Number: 21359517 Service Start Date: 1-Jan-25 Amount Due: USD 279,128.28 (excluding applicable tax)

To avoid any interruption in Services, please complete your renewal by 2-Dec-24.

Oracle would like to thank you for your business.

Have a question about your renewal? Call or email Oracle Health at ryley.raffone@oracle.com.



# **Oracle Health Services Renewal Order**

#### **General Information**

Customer: SAN MATEO MEDICAL CENTER Service Number: 21359517 Offer Expires: 31-Dec-24 Oracle: Oracle America, Inc. Oracle Contact Information: Ryley Raffone Call: Email: ryley.raffone@oracle.com

Customer Quote To	Customer Bill To
Cyndy Chin	Cyndy Chin
SAN MATEO MEDICAL CENTER	SAN MATEO MEDICAL CENTER
222 W 39th Ave	222 W 39th Ave
San Mateo	San Mateo
CA 94403	CA 94403
United States	United States
cchin@smcgov.org	-+1 (650) 573-3528
	cchin@smcgov.org

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

# **Service Details**

Licensed Software Support Service: B98103   Cerner IP Support					
Product Description	Reference#	Qty	Start Date	End Date	Price
L122719   NOV Lab Variable Fee	CON0000000 04532	1	1-Jan-25	31-Dec-25	66,014.88
L122715   SHS Pharmacy Var Fee	CON0000100 00215	1	1-Jan-25	31-Dec-25	49,942.44

Licensed Software Support Fees: USD 115,957.32

#### **Recurring Services – Cloud Subscriptions**

Product Description	Pass Through Code	Reference #	Qty	Subscription ID	Start Date	End Date	Price
75203203   eRX Medication History Per Bed - Beds		1-4AOXK <b>I</b> 1	70	3033305	1-Jan-25	31-Dec-25	6,552.00

#### Recurring Services Fees: USD 6,552.00

#### **Recurring Services - License Subscriptions**

Product Description	Reference #	Qty	Subscription ID	Start Date	End Date	Price
75203856   Cerner Soarian Physician Subscription – Adjusted Patient Days	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	22,794.36
75203842   Cerner Soarian Clinical Access Subscription - Adjusted Patient Days	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	15,440 <b>.</b> 52
75203854   Cerner Soarian Common Clinical V2.0 Subscription - Adjusted Patient Days	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	52,142.52
75203855   Cerner Soarian Clinical Team Subscription - Adjusted Patient Days	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	40,909.56
75203854   Cerner Soarian Common Clinical V2.0 Subscription - Adjusted Patient Days	1-4U0HNSV	1200	3033317	1-Jan-25	31-Dec-25	5,856.00
75203856   Cerner Soarian Physician Subscription - Adjusted Patient Days	1-4U0HNSV	1200	3019957	1-Jan-25	31-Dec-25	3,720.00
75203855   Cerner Soarian Clinical Team Subscription - Adjusted Patient Days	1-4U0HNSV	1200	3019957	1-Jan-25	31-Dec-25	4,644.00
75203842   Cerner Soarian Clinical Access Subscription - Adjusted Patient Days	1-4U0HNSV	1200	3019957	1-Jan-25	31-Dec-25	2,508.00
75203849   Non-MS4 Pharmacy Variable Fee Subscription - Adjusted Patient Days	1-4U0HNSV	1200	3030458	1-Jan-25	31-Dec-25	3,744.00
75203847   Non-MS4 Med Admin Check Variable Fee Sub - Adjusted Patient Days	1-4U0HNSV	1200	3030458	1-Jan-25	31-Dec-25	4,860.00

Recurring Services Fees: USD 156,618.96

Total Price: USD 279,128.28

### **Applicable Support Policies**

Per Your prior Agreement with Cerner, Oracle may revise Your Support policies with notice. This hereby serves as notice that the Oracle Health Software Support Policies and/or Oracle Health Equipment Support Policies (collectively, the "Support Policies") govern Oracle's provision of Support for Licensed Software and/or Equipment, respectively, under this renewal order. Support is provided under the Support Policies in effect at the time the Support is provided. The Support Policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Support provided for the Licensed Software and/or Equipment during the period for which fees for Support has been paid. You should review these Support Policies prior to entering into this renewal order. The current version of the Support Policies may be accessed at <a href="http://www.oracle.com/contracts">http://www.oracle.com/contracts</a> on the Oracle Health tab.

For clarity the Support Policies referenced above are not applicable to Oracle's provision of Recurring Services, Application Management Services and/or Managed Services.

# **Applicable Agreement**

The Services renewed under this renewal order are governed by the terms and conditions of the applicable Agreement identified below ("Agreement"):

- Licensed Software and Equipment Support
  - a. The existing agreement that You executed for Support for the Licensed Software and/or Equipment listed in the Service Details section above with Oracle or a vendor acquired by Oracle. Any use of the Licensed Software and/or Equipment, which includes updates and other materials provided or made available by Oracle as a part of Support, is subject to the rights granted for the Licensed Software and/or Equipment set forth in the order/Ordering Document in which the Licensed Software and/or Equipment were acquired; or
  - b. If You do not have an existing agreement for Support, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your renewal order governs the provision of Support ordered under this renewal order, as well as Your rights to use updates and other materials provided or made available by Oracle under Support. If applicable, You should review the Oracle Health Business Agreement prior to entering into this renewal order, the current version of which may be accessed at <a href="http://www.oracle.com/contracts">http://www.oracle.com/contracts</a> on the Oracle Health tab.
- Recurring Services, Application Management Services and/or Managed Services
  - a. The existing agreement that You executed for the Recurring Services, Application Management Services and/or Managed Services listed in the Service Details section above with Oracle or a vendor acquired by Oracle; or
  - b. If You do not have an existing agreement for Recurring Services, Application Management Services and/or Managed Services, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your renewal order governs the provision of Recurring Services, Application Management Services and/or Managed Services ordered under this renewal order. If applicable, You should review the Oracle Health Business Agreement prior to entering into this renewal order, the current version of which may be accessed at <u>http://www.oracle.com/contracts</u> on the Oracle Health tab.

This renewal order incorporates the Agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the Agreement, this renewal order shall take precedence.

### **Renewal Processing Details**

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is non-refundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

# Services fees are invoiced Full in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If SAN MATEO MEDICAL CENTER is a tax exempt organization, a copy of SAN MATEO MEDICAL CENTER's tax exemption certificate must be submitted with SAN MATEO MEDICAL CENTER's purchase order, check, credit card or other acceptable form of payment.

#### **Payment Details**

#### Purchase Order

If You are submitting a purchase order for the payment of the renewal of the Services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Service Number: 21359517
- Total Price: USD 279,128.28 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, SAN MATEO MEDICAL CENTER agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

#### **Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

\_\_\_\_\_ SAN MATEO MEDICAL CENTER does not issue purchase orders.

\_\_\_\_\_SAN MATEO MEDICAL CENTER does not require a purchase order for the services ordered hereto.

SAN MATEO MEDICAL CENTER certifies that the information provided above is accurate and complies with SAN MATEO MEDICAL CENTER's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, SAN MATEO MEDICAL CENTER agrees that the terms of this renewal order and the agreement shall apply to the Services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms SAN MATEO MEDICAL CENTER's commitment to pay for the Services ordered in accordance with the terms of this renewal order.

#### SAN MATEO MEDICAL CENTER

Authorized Signature

Name

Page 6 of 7

Title

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



1-Aug-24

Dear Thomas Collins

Your Oracle Health Services are due for renewal.

Service Number: CRNR-CON000010006761-1 Service Start Date: 1-Jan-24 Amount Due: USD 2,945,856.04 (excluding applicable tax)

To avoid any interruption in Services, please complete your renewal by 8-Aug-24.

Oracle would like to thank you for your business.

Have a question about your renewal? Call 1-816-201-1801 or email Oracle Health at chris.nsenki@oracle.com.

# ORACLE

# **Oracle Health Services Renewal Order**

### **General Information**

Customer: SAN MATEO MEDICAL CENTER Service Number: CRNR-CON000010006761-1 Offer Expires: 8-Aug-24 Oracle: Oracle America, Inc.

#### **Oracle Contact Information:**

Chris Nsenki

Call: 1-816-201-1801 Email: chris.nsenki@oracle.com

Customer Quote To	Customer Bill To
Thomas Collins	Thomas Collins
SAN MATEO MEDICAL CENTER	SAN MATEO MEDICAL CENTER
222 W 39th Ave	222 W 39th Ave
San Mateo	San Mateo
CA 94403	CA 94403
United States	United States
628-258-3275	-628-258-3275
tcollins@smcgov.org	tcollins@smcgov.org

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

# **Service Details**

Licensed Software Support Service: B98103   Cerner IP Support					
Product Description	Reference#	Qty	Start Date	End Date	Price
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	CON0000000 04532	1	1-Jan-25	31-Dec-25	4,754.16
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	CON0000000 04532	1	1-Jan-25	31-Dec-25	1,397 <b>.</b> 40
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	CON0000000 04532	1	1-Jan-25	31-Dec-25	2,164.68
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	CON0000000 04532	1	1-Jan-25	31-Dec-25	5,432.16
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	CON0000000 04532	1	1-Jan-25	31-Dec-25	794.64
L122778   OPL OPENLink Base (DUMMY-07586105) - Each Perpetual	CON0000000 04532	1	1-Jan-25	31-Dec-25	12,108.36

Licensed Software Support Fees: USD 26,651.40

# Sublicensed Software SupportService:B98105 | Cerner Sublicense Software Support

Product Description	Pass Through Code	Reference#	Qty	Start Date	End Date	Price
L116586   Cerner Sublicense Software – Each Perpetual	3rd Party	CON0000100 06218	1	1-Jan-25	31-Dec-25	24,736.68
		Cubling				24 874 40

Sublicensed Software Support Fees: USD 24,736.68

Licensed Software Support Service: B98103   Cerner IP Support					
Product Description	Reference#	Qty	Start Date	End Date	Price
L122595   EDM Compl Mgmt 1 Bed	CON0000100 06218	1	1-Jan-25	31 <b>-</b> Dec-25	28,151 <b>.</b> 76
L122628   SOR CritCareBed	CON0000100 06218	1	1-Jan-25	31-Dec-25	47,702.88

Licensed Software Support Fees: USD 75,854.64

Licensed Software Support Service: B98103   Cerner IP Support					
Product Description	Reference#	Qty	Start Date	End Date	Price
L119247   Custom Uni-directional Interface Outgoing (07581100) - Each Perpetual	1-4ZBB23P	1	1-Jan-25	31-Dec-25	4,744.44

#### Licensed Software Support Fees: USD 4,744.44

## Licensed Software Support Service: B98103 | Cerner IP Support

Product Description	Reference#	Qty	Start Date	End Date	Price
L108311   Cerner OPENLink Engine Base Fee Perpetual License - Each Perpetual	1-4U0HNSV	1	1-Jan-24	31-Dec-25	193.63
L108326   Cerner OPENLink Engine Variable Fee Perp License - Adjusted Patient Days Perpetual	1-4U0HNSV	1200	1-Jan-24	31-Dec-25	143.66
L119248   Custom Bi-directional Interface (07581200) - Each Perpetual	1-4U0HNSV	1	1-Jan-24	31-Dec-25	1,795.78

#### Licensed Software Support Fees: USD 2,133.07

#### Licensed Software Support Service: B98103 | Cerner IP Support

Product Description	Reference#	Qty	Start Date	End Date	Price
L122584   Ancillary - Custom Integration (DUMMY-SVC-07657518) - Each Perpetual	CON0000100 00215	1	1-Jan-25	31-Dec-25	1,252.68
L116585   Cerner Software - Each Perpetual	CON0000100 00215	1	1-Jan-25	31-Dec-25	41,862.84

#### Licensed Software Support Fees: USD 43,115.52

Sublicensed Software Support         Service:       B97549   Legacy SW Support Kofax Inc - 24x7 M-Su Phone Support								
Product Description	Pass Through Code	Reference#	Qty	Start Date	End Date	Price		
L118765   Oracle Health Advanced Capture License for Concurrent Full User – Each Perpetual	3rd Party	1-6MDM1ET	4	1-Sep-24	31-Dec-25	362.66		
L118767   Oracle Health Advanced Capture License for Imaging Volume - 10K - Each Perpetual	3rd Party	1-6MDM1ET	31	1-Sep-24	31-Dec-25	277.76		
L122347   Oracle Health Advanced Capture License for Transformation Volume 10K pg yr - Each Perpetual	3rd Party	1-6MDM1ET	31	1-Sep-24	31-Dec-25	2,108.00		

Sublicensed Software Support Fees: USD 2,748.42

Licensed Software Support Service: B98103   Cerner IP Support					
Product Description	Reference#	Qty	Start Date	End Date	Price
L119248   Custom Bi-directional Interface (07581200) - Each Perpetual	OPT-0262950	1	1-Jan-25	31-Dec-25	1,908.48

#### Licensed Software Support Fees: USD 1,908.48

# Licensed Software Support Service: B98103 | Cerner IP Support

Product Description	Reference#	Qty	Start Date	End Date	Price
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2006-344 275	1	1-Jan-25	31-Dec-25	1,148.88
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2006-344 275	1	1-Jan-25	31-Dec-25	977.64
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2006-344 275	1	1-Jan-25	31-Dec-25	1,771.92
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2006-344 275	1	1-Jan-25	31-Dec-25	1,148.88
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2006-344 275	1	1-Jan-25	31-Dec-25	823.20
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2006-344 275	1	1-Jan-25	31-Dec-25	1,197.60
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2006-344 275	1	1-Jan-25	31-Dec-25	823.20
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2006-344 275	1	1-Jan-25	31-Dec-25	1,148.88
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2006-344 275	1	1-Jan-25	31-Dec-25	1,148.88

Licensed Software Support Fees: USD 10,189.08

#### **Licensed Software Support** B98103 Cerner IP Support Service:

Product Description	Reference#	Qty	Start Date	End Date	Price
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2007-344 275	1	1-Jan-25	31-Dec-25	3,254.52
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2007-344 275	1	1-Jan-25	31-Dec-25	1,290.96
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2007-344 275	1	1-Jan-25	31-Dec-25	1,290.96
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2007-344 275	1	1-Jan-25	31-Dec-25	1,290.96
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2007-344 275	1	1-Jan-25	31-Dec-25	1,345.68
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2007-344 275	1	1-Jan-25	31-Dec-25	1,290.72

Licensed Software Support Fees: USD 9,763.80

Licensed Software Support Service: B98103   Cerner IP Support					
Product Description	Reference#	Qty	Start Date	End Date	Price
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2009-344 275	1	1-Jan-25	31-Dec-25	1,668.60
	Li	censed	Software Sup	port Fees: USD	1,668.60

#### Licensed Software Support Service:

B98103 | Cerner IP Support

Product Description	Reference#	Qty	Start Date	End Date	Price
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2010-344 275	1	1-Jan-25	31-Dec-25	4,794.96

#### Licensed Software Support Fees: USD 4,794.96

Licensed Software Support Service: B98103   Cerner IP Support					
Product Description	Reference#	Qty	Start Date	End Date	Price
L122547   Custom Applications (DUMMY-SVC-08301603) - Each Perpetual	PSR2013-3442 75	1	1-Jan-25	31-Dec-25	4,301.40
	Li	censed	Software Sup	port Fees: USD	4,301.40

Product Description	Pass Through Code	Reference#	Qty	Start Date	End Date		Price
L121200   Crystal Annual Support - Each Perpetual		88 Maintenance Contract	1	1-Jan-25	31-Dec-25		1,031.40
		Sublicens	ed Softw	vare Support	Fees:	USD	1,031.40

Sublicensed Software Support Service: B97901   Legacy SW Suppo	rt To Be Deterr	nined – 24x7 N	∕I-Su Pho	one Support			
Product Description	Pass Through Code	Reference#	Qty	Start Date	End Date		Price
L114779   3rd Party Software Monthly Support – Each Perpetual	3rd Party	88 Maintenance Contract	1	1-Nov-24	31-Dec-25		1,193.50
		Sublicens	ed Soft	ware Support	Fees: L	JSD	1,193.50

Recurring Services – Cloud So	ubscriptions	5					
Product Description	Pass Through Code	Reference #	Qty	Subscription ID	Start Date	End Date	Price
75203202   ePrescribing eScripting Svc Fee - Users		1-4AOXK <b>I</b> 1	100	3033305	1-Jan-25	31-Dec-25	35,880.00

Recurring Services Fees: USD 35,880.00

#### **Recurring Services – Cloud Subscriptions**

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Product Description	Reference #	Qty	Subscription ID	Start Date	End Date	Price
75203030   AIS Monthly Service Fee - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	41,924 <b>.</b> 40

Recurring Services Fees: USD 41,924.40

#### **Recurring Services - License Subscriptions**

Product Description	Pass Through Code	Reference #	Qty	Subscription ID	Start Date	End Date	Price
75203509   Healthcare Query Subscription (Block of 25 Named Users - Users		CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	25,444 <u>.</u> 08
75200813   eCareNEXT- Cerner Integration (Up To Quantity) - Annual Encounters		1-6MTYXHT	1	3023369	1-Jan-25	31-Dec-25	20,055 <b>.</b> 36
75200817   Registration QA - With Passport eCare NEXT (Up To Quantity) - Annual Encounters		1-6MTYXHT	1	3023369	1-Jan-25	31-Dec-25	39,224.64

#### Recurring Services Fees: USD 84,724.08

# **Recurring Services - License Subscriptions**

Product Description	Reference #	Qty	Subscription ID	Start Date	End Date	Price
75203924   INVISION PA Outpt Prospective Payment Processing - Each	CON00000 0004532	1	3035826	1-Jan-25	31-Dec-25	11,953.56
75203851   Cerner Soarian Quality Measures Subscription - Adjusted Patient Days	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	27,438.60
75203858   SQM Subscription Fee - Adjusted Patient Days	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	3,695.04
75200408   DSS Financial Add-on V05 Subscription - Adjusted Patient Days	1-4U0HNSV	1200	3019957	1-Jan-25	31-Dec-25	828.00
75203876   Decision Support Solutions Base V05 Subscription - Adjusted Patient Days	1-4U0HNSV	1200	3019957	1-Jan-25	31-Dec-25	660.00
75203888   Cerner Soarian Doc Management Base 1 CU Subscription - Concurrent User	1-4U0HNSV	15	3019957	1-Jan-25	31-Dec-25	4,752.00
75203890   Cerner Soarian Doc Mgmt Auto Scanning Mgmt 1 Bed Sub - Beds	1-4U0HNSV	32	3019957	1-Jan-25	31-Dec-25	2,760.00
75203891   Cerner Soarian Doc Mgmt Completion Mgmt 1 Bed Sub - Beds	1-4U0HNSV	32	3019957	1-Jan-25	31-Dec-25	2,760.00
75203865   SHS DSS Base - Each	CON00000 0000878	1	3019979	1-Jan-25	31-Dec-25	30,702.60
75203866   SHS DSS Financial Add-on - Each	CON00000 0000878	1	3019979	1-Jan-25	31-Dec-25	21,594.24
75203940   HDX Integrated Eligibility Service Fixed Fee Transactions - Each	CON00000 0000878	1	3019979	1-Jan-25	31-Dec-25	172,980.00

# **Managed Services**

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Product Description	Reference #	Qty	Subscription ID	Start Date	End Date	Price
75204448   VPS/AnyQueue Annual Maintenance - Each	CON00001 0003351	1	3039502	1-Jan-25	31-Dec-25	2,132.88
75204449   VPS/Pagesorter Annual Maintenance - Each	CON00001 0003351	1	3039502	1-Jan-25	31-Dec-25	5,095.80
75204445   VPS Monthly Service Fee - 250 Printers - Each	CON00001 0003351	1	3037075	1-Jan-25	31-Dec-25	0.00
75204252   INVISION Test System Monthly RCO Service - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	6,664.08
75204267   Cerner Pharmacy ASP Processing Fee - Add-on - Each	CON00001 0006761	1	3028488	1-Jan-25	31-Dec-25	107,084.64
75204261   Soarian Quality Measures ASP Hosting Fee - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	11,805.72
75204279   EDM Monthly ASP Processing Fee - Initial GB & CU - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	14,518 <b>.</b> 68
75204281   Soarian Clinicals ASP - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	77,771.76
75204359   INVISION Patient Acctg Package V25 RCO - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	40,666 <b>.</b> 32
75204361   INVISION Patient Acctg Collection Letters V25 RCO - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	1,152.96
75204363   INVISION Patient Acctg Rec Management Workstation V25 - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	5,767.68
75204365   INVISION Patient Acctg Unit Billing V25 RCO - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	3,462.00
75204367   INVISION Patient Acctg Patient Accounts Archive V25 RC - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	8,652.96
75204442   SHS Wide Area Network Service Fee - Each	CON00001 0006218	1	3035384	1-Jan-25	31-Dec-25	202,193.16
75204472   RHO - EDM (Recurring Fees) - Each	1-6MDM1ET	1	3034284	1-Jan-25	31-Dec-25	12,000.00
75204313   Decision Support Solutions Base V04 ISC Processing - Each	CON00000 0000878	1	3019979	1-Jan-25	31-Dec-25	84,324 <b>.</b> 24
75204356   INVISION Receivables Policy Manager V25 RCO Monthly Pr - Each	CON00000 0001055	1	3027891	1-Jan-25	31-Dec-25	41,474.04

Managed Services Fees: USD 624,766.92

#### **Application Management Services**

Product Description	Reference #	Qty	Subscription ID	Start Date	End Date	Price
75202123   Oracle Health Application Management Services - Soarian	CON00001 0006761	1	3020970	1-Jan-25	31-Dec-25	324,955.00
75204805   ITO ACE - Leveraged - Each	CON00001 0006761	1	3017217	1-Jan-25	31-Dec-25	1,286,814.21
75202123   Oracle Health Application Management Services - Soarian	1-4U0HNSV	1	3036962	1-Jan-24	31-Dec-25	10,000.00

Application Management Services						
Product Description	Reference #	Qty	Subscription ID	Start Date	End Date	Price
75204805   ITO ACE - Leveraged - Each	1-4U0HNSV	1	3026800	1-Jan-24	31-Dec-25	0.00
75204805   ITO ACE - Leveraged - Each	1-4U0HNSV	1	3026800	1-Jan-24	31-Dec-25	41,832.00

Application Management Services Fees: USD 1,663,601.21

Total Price: USD 2,945,856.04

Excluding applicable tax

#### **Applicable Support Policies**

Per Your prior Agreement with Cerner, Oracle may revise Your Support policies with notice. This hereby serves as notice that the Oracle Health Software Support Policies and/or Oracle Health Equipment Support Policies (collectively, the "Support Policies") govern Oracle's provision of Support for Licensed Software and/or Equipment, respectively, under this renewal order. Support is provided under the Support Policies in effect at the time the Support is provided. The Support Policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Support provided for the Licensed Software and/or Equipment during the period for which fees for Support has been paid. You should review these Support Policies prior to entering into this renewal order. The current version of the Support Policies may be accessed at <a href="http://www.oracle.com/contracts">http://www.oracle.com/contracts</a> on the Oracle Health tab.

For clarity the Support Policies referenced above are not applicable to Oracle's provision of Recurring Services, Application Management Services and/or Managed Services.

# **Applicable Agreement**

The Services renewed under this renewal order are governed by the terms and conditions of the applicable Agreement identified below ("Agreement"):

- Licensed Software and Equipment Support
  - a. The existing agreement that You executed for Support for the Licensed Software and/or Equipment listed in the Service Details section above with Oracle or a vendor acquired by Oracle. Any use of the Licensed Software and/or Equipment, which includes updates and other materials provided or made available by Oracle as a part of Support, is subject to the rights granted for the Licensed Software and/or Equipment set forth in the order/Ordering Document in which the Licensed Software and/or Equipment were acquired; or
  - b. If You do not have an existing agreement for Support, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your renewal order governs the provision of Support ordered under this renewal order, as well as Your rights to use updates and other materials provided or made available by Oracle under Support. If applicable, You should review the Oracle Health Business Agreement prior to entering into this renewal order, the current version of which may be accessed at <a href="http://www.oracle.com/contracts">http://www.oracle.com/contracts</a> on the Oracle Health tab.
- Recurring Services, Application Management Services and/or Managed Services
  - a. The existing agreement that You executed for the Recurring Services, Application Management Services and/or Managed Services listed in the Service Details section above with Oracle or a vendor acquired by Oracle; or
  - b. If You do not have an existing agreement for Recurring Services, Application Management Services and/or Managed Services, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your renewal order governs the provision of Recurring Services, Application Management Services and/or Managed Services ordered under this renewal order. If applicable, You should review the Oracle Health Business Agreement prior to entering into this renewal order, the current version of which may be accessed at <u>http://www.oracle.com/contracts</u> on the Oracle Health tab.

This renewal order incorporates the Agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the Agreement, this renewal order shall take precedence.

### **Renewal Processing Details**

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is non-refundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

# Services fees are invoiced Annually in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If SAN MATEO MEDICAL CENTER is a tax exempt organization, a copy of SAN MATEO MEDICAL CENTER's tax exemption certificate must be submitted with SAN MATEO MEDICAL CENTER's purchase order, check, credit card or other acceptable form of payment.

#### **Payment Details**

#### **Purchase Order**

If You are submitting a purchase order for the payment of the renewal of the Services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Service Number: CRNR-CON000010006761-1
- Total Price: USD 2,945,856.04 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, SAN MATEO MEDICAL CENTER agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

#### **Payment Confirmation**

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

\_\_\_\_\_ SAN MATEO MEDICAL CENTER does not issue purchase orders.

\_\_\_\_\_SAN MATEO MEDICAL CENTER does not require a purchase order for the services ordered hereto.

SAN MATEO MEDICAL CENTER certifies that the information provided above is accurate and complies with SAN MATEO MEDICAL CENTER's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, SAN MATEO MEDICAL CENTER agrees that the terms of this renewal order and the agreement shall apply to the Services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms SAN MATEO MEDICAL CENTER's commitment to pay for the Services ordered in accordance with the terms of this renewal order.

SAN MATEO MEDICAL CENTER

Authorized Signature

Name

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Title

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.