



## AMENDMENT NO. 1-6IEUYDC

Amendment No. 50 (Client Internal Reference)

THIS AMENDMENT NO. 1-6IEUYDC between Cerner Health Services, Inc. ("**Cerner**"), a Delaware corporation having its principal place of business at 51 Valley Stream Parkway, Malvern, Pennsylvania, 19355 and San Mateo Medical Center ("**Client**"), a having its principal place of business at 222 W 39Th Avenue, San Mateo, CA, 94403-4364, is effective as of \_\_\_\_\_ ("**Amendment No. 1-6IEUYDC 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.11, dated May 20, 2008, Amendment No. 22, dated January 10, 2012, Amendment No. 1-4KGSNPP (Client Internal Reference, Amendment No. 36), dated August 14, 2015, Amendment No. 1-4OC9NH (Client Internal Reference, Amendment No. 42), dated March 25, 2016, Amendment No. 1-69NM5LF (Client Internal Reference, Amendment No. 47), dated November 6, 2018, Amendment No. 1-4U0HNSV (Client Internal Reference, Amendment No. 48), collectively "the Amendments," in certain respects,

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

1. **Term.** The term of the Agreement is extended and now will continue until December 31, 2023, subject to the terms of this Amendment No. 1-6IEUYDC, 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. The extension provisions in this and the immediately preceding sentences replaces the extension provisions that were previously included in the Agreement, including in Section 3 of the original Agreement and Section 1 of Amendment 22.
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 and is hereby deleted in its entirety and 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 \$25,800,000.00 (the "Fourth Period Not to Exceed Amount").

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**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 \$17,150,000.00 (the "Fifth 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 Fifth 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 Fifth 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. **Application Management Services (AMS) Fees.** Supplement 1 of the Agreement (as previously amended by Section 2 of Amendment No. 11 and Section 4 of Amendment No. 42 of the Agreement) is amended to add the following monthly AMS Fees:

Payment Date	Monthly Payment Amount
January 1, 2021-December 31, 2021	\$151,446
January 1, 2022-December 31, 2022	\$155,908
January 1, 2023-December 31, 2023	\$160,501

Section 2 of Amendment No. 48 (1-4U0HNSV) is amended to add the following monthly AMS and Cerner Application Service fees:

Payment Date	AMS	CAS
	Monthly Payment Amount	Monthly Payment Amount
January 1, 2021-December 31, 2021	\$1,544	\$1,645
January 1, 2022-December 31, 2022	\$1,590	\$1,694
January 1, 2023-December 31, 2023	\$1,637	\$1,743

To avoid any doubt, the parties confirm that neither the AMS fee or Cerner Application Services fees are subject to the annual CPI adjustments described elsewhere in the Agreement.

4. **RCO Schedule 1.** The RCO Schedule 1 of the Agreement (as previously amended by section 2 of Amendment No. 36) is amended to increase the Base Data Storage Allowance for Patient Account Archive Accounts to 3,000,000 accounts effective July 1, 2018.
5. **Enterprise Dashboard.** Cerner and Client agree to terminate Enterprise Dashboard set forth in Supplement 3 of the Agreement effective as of the Amendment No. 1-6IEUYDC Effective Date. Cerner will not be responsible for providing the Enterprise Dashboard to Client and Client will not be responsible for any fees for said application for the period after the Amendment No. 1-6IEUYDC Effective Date.
6. **Subscriptions.** Cerner and Client hereby agree to remove the below line items set forth in Cerner Amendment No. 47.

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### SUBSCRIPTIONS

Solution Code	Description	Qty	Scope	Term (Mo)	Monthly Fees
07642577	Passport eCare NEXT – Document Imaging Interface	1	Each	19	262

### PROFESSIONAL SERVICES

Project	**Bill Type	Solution	One-Time Fees
TP SearchAmerica	FF	Passport eCare NEXT – Document Imaging Interface 07642411	6,471

Cerner and Client hereby agree that as of this Amendment No. 1-6IEUYDC Effective Date, with concern to the Passport eCare NEXT – Document Imaging Interface, (i) Client will not be responsible for any future payments and (ii) Cerner will provide a one-time credit to Client in the amount of \$6,471 for professional services that was paid on Cerner Invoice No. 101649440.

7. **CPT License.** Effective January 1, 2018, Cerner no longer licenses CPT codes to Client and the reference to CPT Codes in Section 2.19, Licensed Content, of the Agreement is removed and Section 2.19 is replaced with the following: “Licensed Content” shall mean information or templates that Cerner has embedded into the Applications, or that Cerner licenses or resells to its customers in electronic media for use in or with an Application, such as order entry starter sets, nursing assessment pathways and bill form templates.

Because the fee for the Current Procedural Terminology (CPT) codes license had been included in the bundled RCO fee, in lieu of reducing that RCO fee, Cerner agrees to provide Client a one-time credit of \$5,930 to reflect the termination of the Current Procedural Terminology (CPT) codes license for the period from January 1, 2018 through December 31, 2020. The amount includes a \$5,000 partnership credit. Client may apply the credit towards any invoiced amounts under the Agreement.

8. **Soarian Critical Care Fixed Fee.** The parties hereby agree to cancel the below line item set forth in the Summary of Professional Services as defined in the Statement of Work in section 6 of Amendment No. 22, as of the Amendment No. 50 (1-6IEUYDC) Effective Date.

Summary of Professional Services as Defined in the Statement of Work	Fixed Fee
Soarian Critical Care Implementation Services – Phase 3	\$208,290

9. **Soarian Critical Care Payments.** In consideration of section 8 (*Soarian Critical Care Fixed Fee*) above, the parties agree to delete section 6.1.1.3 set forth in section 6 of Amendment No. 22 in its entirety. In connection with that section 6.1.1.3, the parties agree (i) Client is not responsible for any future payments and (ii) Cerner is not responsible to provide Client any credits due under the Agreement.
10. **Sales Order 1-6MDM1ET (Advanced Capture).** The parties hereby agree to amend and restate the “Term and Termination” section set forth in Cerner Sales Order 1-6MDM1ET as stated below. For clarity purposes, the parties note that the renewal language has been omitted from the restated language.

**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

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will commence upon November 08, 2019 and continue until termination according to the terms of the Agreement.

**Other Services.** Managed Services shall commence upon Delivery and shall continue until terminated according to the terms of the Agreement.

In all other respects, the Amendments and the Agreement of which they are a part remain unchanged.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment No. 1-6IEUYDC as of the Amendment No. 1-6IEUYDC Effective Date.

COUNTY OF SAN MATEO

CERNER HEALTH SERVICES, INC

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
*Teresa Waller*

\_\_\_\_\_  
(type or print)

\_\_\_\_\_  
Teresa Waller

Title: President, Board of Supervisors, San Mateo County

Title: Sr Director, Contract Management

Attest By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type or print)

Title: Clerk of said Board

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