

1 SECOND AMENDMENT TO AGREEMENT FOR
 2 PROVISION OF BEHAVIORAL HEALTH
 3 ELECTRONIC HEALTH RECORD SYSTEM SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 CERNER CORPORATION
 8 SEPTEMBER 11, 2012 THROUGH JUNE 30, 2016
 9

10 THIS SECOND AMENDMENT TO AGREEMENT entered into this 25th day of May, 2016, which
 11 date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE
 12 (COUNTY) and CERNER CORPORATION, a Delaware For-Profit Corporation (CONTRACTOR). The
 13 Original Agreement and this Second Amendment are and shall continue to be administered by the Director
 14 of the COUNTY's Health Care Agency or his/her authorized designee ("ADMINISTRATOR").
 15

16 **WITNESSETH:**

17 WHEREAS, on the 11th day of September, 2012, COUNTY and CONTRACTOR previously entered
 18 into that certain Agreement for the provision of Behavioral Health Electronic Health Records System
 19 Services for the period September 11, 2012 through June 30, 2016; and

20 WHEREAS, CONTRACTOR has successfully completed, and ADMINISTRATOR has accepted,
 21 Phase 1 of the Behavioral Health Electronic Health Records System; and

22 WHEREAS, ADMINISTRATOR desires to expand the capability of the Behavioral Health Electronic
 23 Health Records System and continue the rollout to COUNTY clinics; and

24 WHEREAS, CONTRACTOR desires to provide the services for Phase 2 for the period of July 1,
 25 2016 through June 30, 2017, and accept the additional funding of \$1,598,282, pursuant to the terms and
 26 conditions of the original Agreement;
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28 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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- 30 1. Page 4, lines 3 through 8 of the Agreement is amended to read as follows:
 31 "Term: September 11, 2012 through June 30, 2017
 32 "Period One" means the period from September 11, 2012 through June 30, 2013
 33 "Period Two" means the period from July 1, 2013 through June 30, 2014
 34 "Period Three" means the period from July 1, 2014 through June 30, 2015
 35 "Period Four" means the period from July 1, 2015 through June 30, 2016
 36 "Period Five" means the period from July 1, 2016 through June 30, 2017"
 37 //

1 2. Page 4, lines 11 through 13 of the Agreement are amended to read as follows:

2 “Period Three Maximum Obligation: \$576,429
 3 Period Four Maximum Obligation: \$993,437
 4 Period Five Maximum Obligation: \$473,784”

5
 6 3. Page 4, line 14 of the Agreement is amended to read as follows:

7 “TOTAL MAXIMUM OBLIGATION: \$9,367,322”

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 9 4. Section IV of Exhibit B to the Agreement is amended to add the following:

10 “ P. CHARGE SERVICES AND PATIENT ACCOUNTING

11 1. CONTRACTOR will assist in:

12 • design of new charges and incorporation with existing IRIS charge design and patient
 13 accounting system;

14 • design of profit business manager rules; and

15 • design of claim rules.

16 2. COUNTY is responsible for build and testing of Patient Accounting and Charge Services

17 3. CONTRACTOR will provide two consecutive weeks of remote conversion support

18 4. COUNTY responsible for initial troubleshooting

19 5. COUNTY is responsible for final validation and moving the changes to production

20 Q. DISCERN ANALYTICS AND GOLD STANDARD REPORTING

21 CONTRACTOR will assist with the build and testing of Gold Standard Reports as well as Discern
 22 Analytics 2 (DA2) CPA report build and testing/validation. CONTRACTOR will also provide end user

23 training on the application to end users both on running the reports and maintaining DA2 domains.

24 CONTRACTOR will also provide assistance in report development from the standard reports/domains

25 R. DISCERN EXPERT CCL

26 Discern Expert is an event driven, rules based, decision support solution. It continuously monitors
 27 patients' electronic medical records, reminding clinicians of routine care actions and alerting them when

28 unusual situations arise. The tool uses essential data elements such as patient age, gender, weight,

29 prescribed medications, diagnoses, lab results, clinical studies and standard regimens in conjunction with

30 the industry knowledge it contains to power the decision making process. The rules engine fires alerts to

31 notify clinicians of clinical, financial, or other errors or important information.

32 1. COUNTY can choose to accept any combination of the following Discern Expert services up to
 33 80 hours:

34 a. Custom Discern Expert Rules for optimal workflow and enhanced solution functionality;

35 b. Implementation of Discern Expert Rules chosen by COUNTY from the Discern Expert Rules
 36 Catalog; and

37 c. Training on optimal development and testing of Discern Expert Rules.”

5. The table “Phase 1-System Application Software Licenses” on page 2 of Exhibit F to the Agreement is amended to read as follows:

“

Item	Phase 1 System Application Software Licenses		Contractor Solution Code	Scope of Use Limit	License Software Costs	Monthly Support Fees
1	CareAware MultiMedia	CareAware MultiMedia - Digital Objects	MM-22260	500 Gigabytes	\$60,030	\$850
2	Health Information Management	Cerner Health Information Management	MR-20400	850 FTEs	\$146,855	\$2,080
3	Health Information Management	Cerner Health Information Management Scope of Use Expansion	MR-20400	595 FTE's	\$102,802	\$1,456
4	Patient Portal	Connect to Cerner Health: Send to Cerner Health MPage	PY-28010	1 Prod Domain	\$0	\$0
5	Disaster Recovery	DR Millennium Toolkit	CTP-DRTOOLKIT	1 Domain	\$101,500	\$1,692
6	P2Sentinel	P2Sentinel Enterprise 12 Cores	CTP-P2S-ENT-3	12 Cores	\$62,500	\$938
7	PowerInsight	PowerInsight Explorer	PI-20611	1 Prod Domain	\$0	\$2,505

”

6. The table “Phase 1-Subscription-Based Application Software Modules” on page 5 of Exhibit F to the Agreement is amended to read as follows:

“

Item	Phase 1 Subscription-Based Application Software Modules		Contractor Solution Code	Scope of Use Limit	Term in Months	Monthly Support Fees
1	Patient Portal	VisitManager for the Enterprise (powered by IMH)	AQ-60123	301 Users	60	\$1,200
2	Health Sentry	HealthSentry Data Services	KS-26748	3 Data Feeds	60	\$3,250
3	EHR	MediSource Foundation for Ambulatory	KS-26966	60 Providers	60	\$488
		Provider Friendly Terminology (PFT) – Ambulatory	KS-26995	60 Providers	60	\$243

”

7. The table “Phase 2 System Application Software Licenses” on page 6 of Exhibit F to the Agreement is amended to read as follows:

Item	Phase 2 System Application Software Licenses		Contractor Solution Code	Scope of Use Limit	License Software Costs	Monthly Support Fees
1	MPages Development Toolkit	MPages Development Toolkit/ PS-22700_02	PS-22700	188,000 Outpatient visits	\$148,798	\$2,480
2	MPages Development Toolkit	MPages Development Toolkit/PS-22700_02 Scope of Use Expansion	PS-22700	75,200	\$59,520	\$992
3	CareAware MultiMedia	CareAware MultiMedia- Digital Objects/MM-22260_04	MM-22260	500 Gigabytes	\$60,030	\$850
4	Foreign System Interface	Orders Incoming with Statuses	IF-29020	2775 FTE's	\$7,779	\$324
5	PowerChart	PowerChart Ambulatory	PV-20230	15 Providers	\$25,987	\$433

8. Attachment A.1 to the Agreement is amended to read as follows:

Payment Fiscal Year	Milestone #	Phase 2 EHR Scope of Work	Delivery Date: Weeks after contract execution	Planned Delivery Date	Amount for Payment Distribution	Payment %	Gross Payment \$ Due	Holdback %	Net Milestone Payment \$ after Holdback	Holdback \$	Phase 2 Contract Commitments	
2014-15		EHR Amendment Execution/ Asset Delivery	0	Jun 2015		23%	\$ 459,804		\$ 459,804	\$ -		
2014-15		Maintenance / Support / ASP 12month Prepay	0	Jun 2015		6%	\$ 110,952		\$ 110,952	\$ -		
		Payment Budget for 2014-15				29%	\$ 570,756		\$ 570,756	\$ -	\$ 576,429	
2015-16		Scope of Use Expansion HIM, Mpages	48	May 2016		10%	\$ 188,309		\$ 188,309			
2015-16		Support for Scope of Use Expansion - 13month	48	May 2016		2%	\$ 36,188		\$ 36,188			
2015-16		Maintenance / Support / ASP 12month Prepay	48	May 2016		6%	\$ 122,254		\$ 122,254			
2015-16	1	Design Review *	46	Apr 2016		11%	\$ 210,229	10%	\$ 189,206	\$ 21,023		
2015-16	2	Build validation *	48	May 2016		11%	\$ 210,229	10%	\$ 189,206	\$ 21,023		
2015-16	3	Integration Testing *	52	Jun 2016		11%	\$ 210,229	10%	\$ 189,206	\$ 21,023		
		Payment Budget for 2015-16				50%	\$ 977,437		\$ 914,368	\$ 63,069	\$ 993,437	
2016-17	4	Conversion and Go-Live *	60	Aug 2016		11%	\$ 210,229	10%	\$ 189,206	\$ 21,023		
2016-17	5	System Acceptance #1 *	64	Oct 2016					\$ 84,091	\$ -		
2016-17	6	Implementation and Conversion / Go-Live	100	Oct 2016		11%	\$ 210,229	10%	\$ 189,206	\$ 21,023		
2016-17	7	System Acceptance #2 - PM Uplift	108	Jun 2017					\$ 21,023			
		Payment Budget for 2016-17				21%	\$ 420,457		\$ 483,526	\$ 42,046	\$ 473,784	
		Total Payments for all years				100%	\$ 1,968,650		\$ 1,968,650		\$ 2,043,650	
		Total Holdbacks, payable at end of project, final acceptance, up to 90 days after final delivery								\$ 105,114		

* With the exception of Practice Management Uplift and Patient Accounting Optimization

In all other respects, the terms of the underlying Agreement, not specifically changed by this Amendment, shall remain in full force and are incorporated by reference herein.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement, in the County of Orange, State of California.

CERNER CORPORATION

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY:  _____ DATED: 4/29/16

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.