



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Riverside
University
HEALTH SYSTEM
Medical Center**

**ITEM
17.1
(ID # 7733)**

MEETING DATE:

Tuesday, August 28, 2018

FROM : RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS):

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve the 26th and Final Amendment to the 2004 Agreement with Cerner Health Services, Inc. and Approve the First Amendment to the Cerner Business Agreement with Cerner Health Services, Inc.; All Districts[Total Cost \$3,873,644 through FY18/19]; Hospital Enterprise Fund

RECOMMENDED MOTION: That the Board of Supervisors:

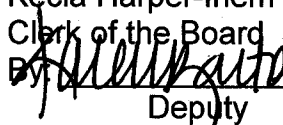
1. Ratify and approve the 26th and Final Amendment to the agreement with Cerner Health Services, Inc. ("Cerner") dated September 28, 2004, for certain data archival services, integration systems, and lab services through December 31, 2018, without seeking competitive bids for a total cost of \$3,824,254; and,
2. Approve the First Amendment to the 2017 Cerner Business Agreement to include the Novius Laboratory Upgrade Sales Order for a total one-time cost of \$49,390;
3. Authorize the Chairman of the Board to sign the aforementioned 26th and Final Amendment and the First Amendment to the 2017 Cerner Business Agreement, on behalf of the County; and
4. Authorize the Purchasing Agent to sign the Novius Laboratory Upgrade Sales Order and the Novius Laboratory 27.2 Upgrade Readiness Assessment Sales Order, which are attached as exhibits to the First Amendment, and in accordance with Ordinance No. 459 and based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the aforementioned agreements with Cerner Health Services, Inc.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: August 28, 2018
xc: RUHS-Medical Center, Purchasing

Kecia Harper-Ihem
Clerk of the Board

Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,262,680		\$ 3,873,644	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: Hospital Enterprise Fund -40050			Budget Adjustment: No	
			For Fiscal Year: 17/18-18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System ("RUHS") desires to continue its long-standing relationship with Cerner Health Services, Inc., formerly Siemens Medical Solutions USA, Inc. ("Cerner") to provide the proprietary Soarian Clinicals Solution, which includes related Electronic Health Records (EHR) products and services through the course of the data archive process. The 2016 implementation of the EPIC EHR system has resulted in successfully decommissioning many of the historical Cerner EHR solutions.

The historical EHR data is expected to be made available through the new Mediquant archive solution offered as a data archive solution through Cerner, ensuring compliance with State, Federal, and other regulatory requirements. The complete decommission of the Cerner EHR system is scheduled for December 31, 2018, at which time Cerner will continue to provide data archive, integration systems, and lab services augmenting the EPIC EHR system.

This Mediquant Data Archive solution supports the uninterrupted access to EHR data currently maintained in the proprietary Soarian Clinicals products, patient financial systems, integration systems, and lab services systems provided to RUHS by Cerner since 2004. Cerner's institutional knowledge of the RUHS Electronic Health Record landscape and their partnership with Mediquant also lends to an efficient and cost-effective archive migration.

Impact on Residents and Businesses

The availability of historical patient medical records and the provision of integration and lab services has ensured that RUHS healthcare services are of the highest quality, further promoting RUHS as competitive provider of healthcare in Riverside and adjacent counties.

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Additional Fiscal Information

The budgetary breakdown of the requested Cerner services is as follows:

	FY2018	FY2019	Total
	\$		
26th Amendment Cerner 2004 Agreement	2,610,963.99	\$ 1,133,939.90	\$ 3,744,903.89
Add Soarian Clinical Upgrade		\$ 79,350.00	\$ 79,350.00
	\$		
SubTotal	2,610,963.99	\$ 1,213,289.90	\$ 3,824,253.89
Add Novius Upgrade		\$ 49,390.00	\$ 49,390.00
Total Cerner Contract Engagements	\$ 2,610,963.99	\$ 1,262,679.90	\$ 3,873,643.89

Contract History and Price Reasonableness

RUHS is requesting the ratification of the 26th and Final Amendment to the 2004 Agreement, to address the contracted services and reduced fee schedule, as well as the termination dates related to these services. The requested ratification will also include additional Cerner solution upgrade services and the related costs necessary to complete the data migration to the Mediquant archive solution. The total cost of the amendment is \$3,824,254 through December 2018.

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

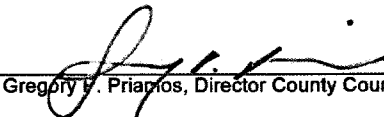
Through the course of Cerner's thirteen-year relationship resulting from an RFP (PUARC460 authorized by the Board in Action 3.27 dated 06/13/2006,) Cerner has provided various proprietary healthcare solutions, requests for adjustments to the scope of services have been approved to align the engagement with the ever-changing electronic healthcare record needs (Agenda Item 3.96 dated August 29, 2017; Agenda Item 3.50 dated September 11, 2007; Agenda Item 3.38 dated September 28, 2004.) This latest effort represents the reduction in services and support fees resulting from both the termination of solutions and aggressive negotiations and were not previously a part of past approvals.

Attachments:

First Amendment to the Cerner 2017 Business Agreement

Twenty-Sixth and Final Amendment to the Cerner Agreement of September 28, 2004


Teresa Summers, Director of Purchasing 8/21/2018


Gregory F. Priapros, Director County Counsel 8/22/2018



Twenty-Sixth and Final Amendment

This Twenty-Sixth and Final Amendment (this "**Amendment**") between Cerner Health Services, Inc. ("**Cerner**"), a Delaware corporation having its principal place of business at 51 Valley Stream Parkway, Malvern, Pennsylvania, 19355, and the County of Riverside, on behalf of its Riverside University Health System-Medical Center ("**Client**"), a County agency having its principal place of business at 26520 Cactus Ave, Moreno Valley, CA, 92555-3927, is effective as of May 31, 2018 ("**Amendment No. 26 Effective Date**"),

WITNESSETH:

WHEREAS, Client and Siemens Medical Solutions USA, Inc. ("**Siemens**") were parties to an agreement dated as of September 28, 2004 and subsequent amendments thereto (as amended, the "**Agreement**"). Client and Siemens were also parties to another agreement dated as of January 11, 2011 (as amended, the "**2011 Agreement**"). The Agreement, the 2011 Agreement and any related amendments are herein collectively referred to as "the Agreements." In connection with Cerner Corporation's acquisition of the Health Services business of Siemens effective February 2, 2015, Siemens has assigned the Agreement and the 2011 Agreement and all amendments of the Agreements to Cerner.

WHEREAS, Client and Cerner entered into Amendment 1-5T3PT6U, dated as of July 25, 2017 (the "**Wind-Down and Termination Amendment**"), relating to the Agreements, and Client and Cerner also entered into the Twenty-Fifth Amendment to the Agreement, executed by Client on August 29, 2017 and by Cerner on October 13, 2017 ("**Amendment No. 25**").

WHEREAS, Client and Cerner, as successor in interest to Siemens under the Agreement and the 2011 Agreement, wish to amend and restate the Wind-Down and Termination Amendment, amend the Agreement to remove an early termination provision that had been added by Amendment No. 25, clarify Amendment No. 25 in certain respects, and document the parties' agreement to a Sales Order 1-6APYQEL that provides for Cerner to provide professional services to implement a critical upgrade to an Application that Client licenses under the Agreement.

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

- 1. Amendment and Restatement of the Wind-Down and Termination Amendment.** The Wind-Down and Termination Amendment is hereby amended and restated to read in its entirety as set forth in Exhibit A to this Amendment.
- 2. Elimination of Early Termination Provision.** The Wind-Down and Termination Amendment, both initially and as amended and restated by this Amendment, provided Client with rights to terminate each of the solutions that remained governed by the Agreement as of July 25, 2017, enabling Client to continue solutions for the period needed and then to terminate them one by one. Amendment No. 25 added a Section 2.1 to the Agreement, providing for all of the solutions to be terminated as of May 31, 2018. Upon further reflection the parties have concluded that relying on the more granular termination rights in the Wind-Down and Termination Amendment, as amended and restated by this Amendment, will be preferable. Accordingly, Section 2.1 of the Agreement is hereby deleted in its entirety from the Agreement.
- 3. Clarification of Amounts Payable Provision.** To clarify, when Amendment No. 25 added a Section 6.3 that specified a dollar amount and said that that amount was what "County shall pay Cerner for maintenance and support services provided by Cerner during the term of the Agreement," it meant that the stated dollar amount was the agreed amount of outstanding accounts receivable for those services under the Agreement as of June 30, 2017. All of that agreed amount has now been paid, through a combination of payments plus the application of the credits that County had outstanding on June 30, 2017 on its account with Cerner. Accordingly, County has no obligation to pay any further fees for services under the Agreement for the period prior to July 1, 2017.
- 4. Agreement to Sales Order for Soarian Upgrade.** One of the Applications that Client continues to need under the Agreement (to enable the archiving of data from that Application) needs a critical upgrade, as required by the support program under the Agreement, and Client desires to engage Cerner to perform services relating to that upgrade. Accordingly, the parties hereby agree to the terms of Sales Order 1-6APYQEL, attached to this Amendment as Exhibit B.

In all other respects, the Agreements, including the prior amendments and sales orders that comprise them, remain unchanged and in effect.

[Signature page to follow.]



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

AUG 28 2018 17.1

Date. IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment as of the Amendment No. 26 Effective

RIVERSIDE UNIVERSITY HEALTH SYSTEM-
MEDICAL CENTER

CERNER HEALTH SERVICES, INC.

By: Chuck Wolf
(signature)

Chuck Washington
(type or print)

Title: Chairman, Board of Supervisors

Marc G. Naughton
Marc G. Naughton, Exec. Vice President
Chief Financial Officer, Cerner Corporation

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Susanna Oh
Susanna Oh
Deputy County Counsel



Exhibit A - Restated Wind-Down and Termination Amendment



THIS AMENDMENT NO. 1-5T3PT6U (this "**Amendment**") between Cerner Health Services, Inc. ("**Cerner**"), a Delaware corporation having its principal place of business at 51 Valley Stream Parkway, Malvern, Pennsylvania, 19355, and the County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System Medical Center ("**Client**"), having its principal place of business at 26520 Cactus Ave, Moreno Valley, CA, 92555-3927, is effective as of July 25, 2017,

WITNESSETH:

WHEREAS, Client and Siemens Medical Solutions USA, Inc. ("**Siemens**") were parties to an agreement dated as of September 28, 2004 (as amended, the "**Agreement**"). Client and Siemens were also parties to another agreement dated as of January 11, 2011 (as amended, the "**2011 Agreement**" together "the **Agreements**"). In connection with Cerner Corporation's acquisition of the Health Services business of Siemens effective February 2, 2015, Siemens has assigned the Agreement and the 2011 Agreement and all amendments of the Agreements to Cerner.

WHEREAS, Client and Cerner are entering into a new agreement, under which Client will be licensing certain software and contracting for certain services. The software being licensed under the CBA and CSS will include the Cerner OPENLink Solution and the Novius Lab Solution (as those terms are defined below) that had been licensed under the Agreements, replacing the corresponding licenses and related services under the Agreements, so the parties desire to document the terms for the removal of those licenses and services and the corresponding fees from the Agreements.

WHEREAS, collectively, these agreements represent a resolution of a disputed claim and as such, the parties have entered into a mutual release of all claims hereinafter set forth and further, these agreements detail the duties and obligations of the parties going forward.

WHEREAS, Client and Cerner, as successor in interest to Siemens under the Agreement and the 2011 Agreement, wish to amend the Agreements in certain other respects,

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree as follows, with the effectiveness of this Amendment being conditioned on the effectiveness of the new agreement referenced above:

1. CLASSIFICATION OF SOLUTIONS. For purposes of this Amendment, the existing Applications licensed under the Agreement and services contracted for under the Agreement are classified as follows:

(A) The "**A/R Rundown Solutions**" mean the Applications and services in the table below, together with the related Custom Programming. The fees that are in effect for the A/R Rundown Solutions on July 25, 2017 are the amounts specified in that table.

Description	Existing Monthly Fee	A/R Rundown Monthly Fee
INVISION Base RCO Service	\$ 42,423.76	\$ 28,227.00
INVISION Patient Acctg Package V25 RCO	Included	Included
INVISION Patient Acctg Collection Letters V25 RCO	Included	Included
INVISION Patient Acctg Rec Management Workstation V25	Included	Included



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

Exhibit A - Restated Wind-Down and Termination Amendment

INVISION Patient Acctg Unit Billing V25 RCO	Included	Included
INVISION HIS Test System V25 Monthly RCO Service	Included	Included
Contract Management V03 RCO Processing	Included	Included
Contract Management V03 Term License w/Extd Support	Included	Included
INVISION PA Outpt Prospective Payment Processing RCO Service	\$ 1,372.06	Included
INVISION Statistics Capture and Retention RCO Service	\$ 770.00	Included
INVISION General Ledger RCO Service	\$ 1,541.42	Included
Direct Line Value-Add Services	\$ 275.00	Included
INV - Custom Integration	\$ 191.62	Included
Custom Applications Extended Support	\$ 100.56	Included
Custom Applications Extended Support	\$ 152.53	Included
Custom Applications Extended Support	\$ 238.36	Included
Custom Applications- INV Demo graphics ADT to ImPAC Patient Access	\$ 105.13	Included
Ancillary - Custom Integration Extended Support	\$ 244.65	Included
PA Archive Ad Hoc Reports (377 reports included)	\$19.50/ report	\$19.50/report

(B) The “**Cerner OPENLink Solution**” means the Cerner OPENLink Application (formerly known as Siemens OPENLink), together with the related Custom Programming.

(C) The “**Novius Lab Solution**” means the Novius Lab Application, together with the related Custom Programming, except that interfaces between the Novius Lab Applications and a NextGen Application or other Immediate Archive Solution (as defined below) will be classified as Immediate Archive Solutions rather than as part of the Novius Lab Solution.

(D) The “**Immediate Archive Solutions**” mean the Applications and services in the table below, together with the related Custom Programming:

- Soarian Clinical Access support
- Soarian Clinical Team support
- Soarian Common Clinicals support
- Soarian Physician Team (a.k.a. Soarian Physician Module) support
- Soarian Emergency Department support and
- ASP processing (hosting) for the above Immediate Archive Solutions

(E) The “**Termination-Option Solutions**” mean the Applications and services listed in the four tables below. The fees that are in effect for the Termination-Option Solutions on July 25, 2017 are the amounts specified in these tables. Regarding the notes in the right-most column in these tables, see Section 5 below.

Application or Service	Monthly Fee	Notes
Soarian Scheduling V02 ISC Processing	\$ 8,666.29	
SUPT: SOR Clinical Team - Soarian Portal	\$ 9,602.46	Note 1
SUPT: SOR Scheduling	\$ 4,762.18	
MobileMD Standalone Patient Portal Mos 25+ Subscription	\$ 7,058.70	Note 2
Healthcare Intelligence Monthly ASP	\$ 9,089.14	
Healthcare Intelligence Quality Measure Intelligence	\$ 4,224.03	Note 1
Healthcare Intelligence Monthly Support	\$ 3,856.58	
HI Financial Intell Support	Included	
HI Clinical Intell Support	Included	



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

Exhibit A - Restated Wind-Down and Termination Amendment

SUPT: EDM Base	\$ 18,101.43	
SUPT: EDM PFS	Included	
SUPT: EDM Completion Mgmt	Included	
SUPT: EDM Forms Mgmt	Included	
SUPT: EDM Auto Scan Mgmt	Included	
SUPT: EDM Release Mgmt	Included	
SUPT: SHS Med Adm Ck NMS4 VF	\$ 6,878.41	
SUPT: SHS Pharmacy NMS4 VF	\$ 5,894.72	
SUPT: CD Monthly Encryption Supp [see also the transaction fee below]	\$ 122.31	
HDX Processing Fee	\$ 1,365.33	Note 1
HDX Integrated Eligibility Service Fixed Fee for up to 30,000 Transactions [see also the transaction fee below]	\$ 8,250.00	Note 1
ERS Fixed Fee Trx	\$ 3,075.81	Note 1

NextGen Application or Service	Type	Product ID	Monthly Fee	Notes
Lab Order-Results Interface	Support	00179748-MNT	\$ 43.00	Note 1
Lab Orders-Results Interface Phase 3 Interface w/CDD	Support	00179748-MNT	\$ 43.00	Note 1
Quest Orders-Results Interface	Support	00179748-MNT	\$ 43.00	Note 1
PeopleSoft GL AR Interface	Support	00179748-MNT	\$ 143.00	Note 1
Immunization EXPORT NG HL7 Format	Support	00179748-MNT	\$ 43.00	Note 1
IVR Recalls 1 way interface Phase 3	Support	00179748-MNT	\$ 43.00	Note 1
Non-preferred Claims ERA interface w/MDX Order ID: 101129980502 NextGen Support Services Extended Support	Support	00179748-MNT	\$ 68.00	Note 1
NG Define Clearinghouse Elig.	Support	00179748-MNT	\$ 255.07	
Non-preferred Claims ERA interface for SSI	Support	00179748-MNT	\$ 14.00	Note 1
SAP Crystal Reports 2008	Support	00179748-MNT	\$ 68.00	Note 1
CHC UDS Reporting Module	Support	00179748-MNT	\$ 7.00	
NCS Mass Update Utility	Support	00179748-MNT	\$ 171.00	Note 1
CHDP PM 160 Claim Print	Support	00179748-MNT	\$ 57.00	
OSHPD Reports-California	Support	00179748-MNT	\$ 93.00	Note 1
NCS Patient DE Identifier	Support	00179748-MNT	\$ 93.00	Note 1
NCS Master Data Copy Utility	Support	00179748-MNT	\$ 57.00	
NCS Prac Comparison Utility	Support	00179748-MNT	\$ 107.00	
NextGen EPM and EHR Provider40 Full-Time Prov/4 Mid Level Providers	Support	00179748-MNT	\$ 36.00	
NextGen EMR Support	Support	00179748-MNT	\$ 5,500.00	
NextGen EPM & EHR Practice Lic	Support	00179748-MNT	\$ 23,264.05	
Syngo RIS Documents to Ambulatory EHR	Support	00179748-MNT	\$ 5,550.00	
EAS Demo Appts to syngo RIS	Support	00179748-MNT	\$ 71.00	Note 1
Invision Demo to/from EAS	Support	00179748-MNT	\$ 86.00	Note 1
			\$ 178.00	Note 1



Exhibit A - Restated Wind-Down and Termination Amendment

Application or Service	Type	Product ID	Annual Fee	Notes
CD ROM Annual Support SS	Third Party Maintenance	00179748-MNT	\$ 702.67	Note 1
Crystal Annual Support HS	Third Party Maintenance	00179748-MNT	\$ 882.00	Note 1
3rd Party SW Annual Supt HS	Third Party Maintenance	00179748-MNT	\$ 3,083.93	Note 1
3rd Party SW Annual Supt HS	Third Party Maintenance	00179748-MNT	\$ 1,150.19	Note 1
3rd Party SW Annual Supt HS	Third Party Maintenance	00179748-MNT	\$ 25,502.45	Note 1
NG 1st Data Drug Database 00PL	Third Party License	00179748-MNT	\$ 10,599.60	Note 1
NG ICD9 CPT4 Addl License 00PL	Third Party License	00179748-MNT	\$ 10,599.60	Note 1
NG ICD9 CPT4 License 1st 00PL	Third Party License	00179748-MNT	\$ 10,599.60	Note 1
NG Medical Necessity Prac 00PL	Third Party License	00179748-MNT	\$ 10,599.60	Note 1
NG Patient Educ Library 00PL	Third Party License	00179748-MNT	\$ 10,599.60	Note 1
ExitCare Hosp-Wide Annual Subs	Subscription	07604957_REC	\$ 14,364.00	Note 1
VPS AnyQueue Annual Maint SS	Third Party Maintenance	07677573_REC	\$ 3,313.10	
VPS Pagesorter Annual Maint SS	Third Party Maintenance	07677581_REC	\$ 1,584.53	
EHR/EPM eLearning Licenses Annual Fee	Third Party License	00179748-MNT	\$ 40,460.00	Note 1
NextGen Licensed Content	Third Party License	00179748-MNT	\$ 279.00	Note 1
NextGen Licensed Content	Third Party License	00179748-MNT	\$ 6,055.00	Note 1
Medical Necessity	Third Party License	00179748-MNT	\$ 4,000.00	Note 1
Healthwise Patient Education	Third Party License	00179748-MNT	\$ 8,580.00	Note 1
First Drug Database	Third Party License	00179748-MNT	\$ 6,116.00	Note 1

Per-transaction fees for certain services	Type	Product ID	Per Transaction	Notes
CD ROM Service per CD Fees SR-TRANS	Transaction Services Usage Fees	07636157-TRANS	\$ 50.00	
CD ROM Service per Page Service Fees	Transaction Services Usage Fees	07637163-TRANS	\$ 0.01	
Payer Pass-Through Fees	Transaction Services Usage Fees	07637288-COST	\$ 0.18	
HDX Integrated Eligibility Service transactions in excess of 30,000 per month	Transaction Services Usage Fees	07638039-BILL	\$ 0.28	Note 1

(F) The **"Immediate Termination Solutions"** mean the Applications and services in the table below, together with the related Custom Programming:

- ZynxCare (now known as Soarian ZynxCare)
- ZynxOrder (now known as Soarian ZynxOrder)
- Soarian Patient Access, including support and ASP processing
- Soarian Revenue Management, including support and ASP processing
- Soarian Financials, including support and ASP processing and
- all eLearning Course Update/Maintenance relating to the above Immediate Termination Solutions



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

Exhibit A - Restated Wind-Down and Termination Amendment

2. IMMEDIATE TRANSITION TO ARCHIVAL USE OF IMMEDIATE ARCHIVE SOLUTIONS, AND SCHEDULED TERMINATION OF THEM. Commencing on July 25, 2017, Client's right to use the Immediate Archive Solutions shall be limited to archival access, and commencing on the same date, the monthly fees for all Immediate Archive Solutions and for support, hosting, and other services related to the Immediate Archive Solutions shall be replaced by a **single bundled Recurring Monthly Fee in the amount of \$37,127**. In consideration of the other terms of this Amendment, the monthly invoice credit described in Section 1 of the Agreement's Amendment dated as of March 26, 2014 shall cease on July 25, 2017. Subject to the terms stated later in this Section, Client may continue to use the Immediate Archive Solutions for archival access and shall continue to pay the Recurring Monthly Fee described above and the monthly fee for Patient Accounts Archive Ad Hoc Reports in excess of the applicable base limit until both parties execute a certificate memorializing their agreement that the data within the Immediate Archive Solutions has been completely and accurately transferred to Client's chosen Archive software solution. Upon the execution of such a certificate, Client's license to the Immediate Archive Solutions shall terminate, and after that time Cerner shall have no further obligation to make the Immediate Archive Solutions available or to provide support, hosting, and other services for the Immediate Archive Solutions. Also upon execution of the same certificate Client shall no longer be obligated to pay the bundled Recurring Monthly Fee described in this Section or the monthly fee for Patient Accounts Archive Ad Hoc Reports in excess of the applicable base limit, except that Client shall remain obligated to pay any then-unpaid fees for the period preceding execution of that certificate.

3. FUTURE TRANSITION TO ARCHIVAL USE OF A/R RUNDOWN SOLUTIONS, AND SCHEDULED TERMINATION OF THEM. Client may continue to make full use of the A/R Rundown Solutions until such use is changed under the terms later in this Section, and Client shall continue to pay the fee specified in Section 1(A) above for the A/R Rundown Solutions, subject to any applicable adjustment under the Agreement, until those fees are replaced as described below. Client in its discretion may give Cerner a written notice under this Section to transition the A/R Rundown Solutions to archive-only use. That notice must be given at least thirty (30) days in advance of the transition date specified in that notice. Commencing on the transition date specified in that notice, Client's right to use the A/R Rundown Solutions shall be limited to archival access and the monthly fees for all A/R Rundown Solutions and for support, hosting, and other services related to the A/R Rundown Solutions shall be replaced by a **single bundled Recurring Monthly Fee in the amount of \$28,227**, together with the monthly fee for Patient Accounts Archive Ad Hoc Reports in excess of the applicable base limit, which Client will continue to pay until both parties execute a certificate memorializing their agreement that the data within the A/R Rundown Solutions has been completely and accurately transferred to Client's chosen Archive software solution. Upon the execution of such a certificate Client's license to the A/R Rundown Solutions shall terminate, and after that date Cerner shall have no further obligation to make the A/R Rundown Solutions available or to provide support, hosting, and other services for the A/R Rundown Solutions. Also upon execution of the same certificate Client shall no longer be obligated to pay fees for the A/R Rundown Solutions or for support, hosting, and other services related to the A/R Rundown Solutions, except that Client shall remain obligated to pay any then-unpaid fees for the period preceding execution of that certificate.

4. CONTINUATION OF TERMINATION-OPTION SOLUTIONS. The parties hereby agree that, subject to the terms of Section 5 below, **the term of support and other services (the "Services Term") for the Termination-Option Solutions will continue through December 31, 2018.** Subject to the terms of Section 5 below, Client may continue to make full use of the Termination-Option Solutions throughout the Services Term, and, again subject to the terms of Section 5 below, Client shall continue to pay the fees for the Termination-Option Solutions or for support, hosting, and other services related to the Termination-Option Solutions throughout the Services Term; those fees are the amounts specified in Section 1(E) above, subject to any then-applicable adjustments under the Agreement. To the extent not terminated sooner, after the end of the Services Term, Cerner shall have no further obligation to make any solutions available or to provide support, hosting, and any other services under the Agreements or this Amendment, and Client shall not be obligated to pay fees under the Agreements or this Amendment for the period after the end of the Services Term. To avoid any doubt, the parties agree that the Services Term shall not be subject to any automatic extension or renewal but may be renewed or extended only by another amendment or agreement executed by both parties.

5. OPTION TO TERMINATE TERMINATION-OPTION SOLUTIONS; EARLY TERMINATION OF SOARIAN PORTAL/DASHBOARD. In the case of each of the Termination-Option Solutions, Client shall have the option, in its discretion, to give Cerner a written notice under this Section to terminate those solutions as described in this Section. That notice must be given at least thirty (30) days in advance of the termination date specified in that notice. Effective as of the termination date specified in that notice, for each Termination-Option Solution specified in that notice, Client's license to that Termination-Option Solution shall terminate, and after that date Cerner shall have no further obligation to make that Termination-Option Solution available or to provide support, hosting, and other services for that Termination-Option Solution. Client shall not be obligated to pay fees for the Termination-Option Solutions specified in that notice, or for support, hosting, and other services related to those Termination-Option Solutions, for the period after the termination date specified in that notice. In the case of the Soarian Portal/Dashboard Application, **a notice to terminate as of December 31, 2017** shall be deemed to have been made under this Section, but this sentence shall not prevent Client from exercising its option to terminate that Application earlier under the terms of this Section. As part of the amended and restated version of this Amendment, the parties acknowledge that Client has already exercised the foregoing option to terminate with respect to the Termination-Option Solutions that are marked with "Note 1" or "Note



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

Exhibit A - Restated Wind-Down and Termination Amendment

2" in the right-most column in the table of the Termination-Option Solutions in Section 1(E) above: those marked with "Note 1" were terminated effective March 30, 2018 and the Termination-Option Solutions marked with "Note 2" was terminated effective May 16, 2018.

6. TERMINATION OF OPENLINK AND NOVIUS LAB SOLUTIONS AND IMMEDIATE TERMINATION SOLUTIONS. Effective on July 25, 2017, Client's license under the Agreement to the Cerner OPENLink Solution, the Novius Lab Solution, and the Immediate Termination Solutions will terminate, and after that time Cerner shall have no further obligation to make those solutions (i.e. Applications or services) available or to provide support, hosting, and other services for those solutions under the Agreements, without affecting Client's rights under other agreements between the parties. Client shall not be obligated to pay fees under the Agreement for the Cerner OPENLink Solution, the Novius Lab Solution, or the Immediate Termination Solutions for the period after July 25, 2017.

7. TERMINATION OF WAN. Beginning on July 25, 2017, the WAN service and the fees for the WAN service will continue throughout the Services Term, subject to the other terms of this Section. The monthly fee for the WAN service on July 25, 2017 is \$19,664.28. To avoid any doubt, the parties acknowledge that although the WAN is used in connection with various other services under the Agreement, the WAN and its monthly fee shall not be affected by references in other sections of this Amendment to the termination of services or fees that are related to certain other solutions. In the event that Cerner's obligation to provide support and other services for all of the Immediate Archive Solutions, the A/R Rundown Solutions, and the Termination-Option Solutions terminates before the end of the Services Term, Client may then terminate the WAN that the parties had been using for the provision of those solutions and support for them, by giving Cerner at least thirty (30) days' written notice. Client's responsibility to pay the WAN fee will end upon the effective date of the termination of the WAN service, except that Client shall remain obligated to pay any then-unpaid fees for the period preceding such notification.

8. TERMINATION OF THE AGREEMENTS. At the end of the Services Term, or, if earlier, on the date on which the WAN service and related fee end pursuant to Section 7, the Agreement and the 2011 Agreement will terminate, but the obligation of Client to pay fees that accrued prior to that termination shall survive that termination.

9. Release by Client, Etc. On behalf of itself and its parents, direct and indirect subsidiaries, affiliates, affiliated entities, partners, joint venturers, predecessors, successors, assigns, employees, agents, insurers, attorneys, accountants, and every person or entity acting or purporting to act for or on behalf of Client (the "**Client Releasing Parties**"), the Client hereby releases, discharges, and acquits Cerner and all of Cerner's parents, direct and indirect subsidiaries, affiliates, affiliated entities, partners, joint venturers, predecessors, successors, assigns, employees, agents, insurers, attorneys, accountants, and every person or entity acting or purporting to act for or on behalf of Cerner (the "**Cerner Released Parties**"), from any and all claims, liabilities, rights, demands, suits, matters, liens, obligations, damages, losses or costs, actions or causes of action of every nature and description, in law or in equity, under statute, contract, the common law, or otherwise, that the Client Releasing Parties have, had, or may have against the Cerner Released Parties, including but not limited to any direct claim, third-party claim, or assigned claims, whether known or unknown, accrued or which may accrue, asserted or unasserted, latent or patent, that is, has been, could be, or in the future might be, asserted, arising from, related to, or in connection with the Agreement or the 2011 Agreement as of July 25, 2017. To avoid doubt – this release does not apply to the terms of this Amendment No. 1-5T3PT6U.

10. Release by Cerner, Etc. On behalf of itself and its parents, direct and indirect subsidiaries, affiliates, affiliated entities, partners, joint venturers, predecessors, successors, assigns, employees, agents, insurers, attorneys, accountants, and every person or entity acting or purporting to act for or on behalf of Cerner (the "**Cerner Releasing Parties**"), Cerner hereby releases, discharges, and acquits Client and all of Client's parents, direct and indirect subsidiaries, affiliates, affiliated entities, partners, joint venturers, predecessors, successors, assigns, employees, agents, insurers, attorneys, accountants, and every person or entity acting or purporting to act for or on behalf of Client (the "**Client Released Parties**"), from any and all claims, liabilities, rights, demands, suits, matters, liens, obligations, damages, losses or costs, actions or causes of action of every nature and description, in law or in equity, under statute, contract, the common law, or otherwise, that the Cerner Releasing Parties have, had, or may have against the Client Released Parties, including but not limited to any direct claim, third-party claim, or assigned claims, whether known or unknown, accrued or which may accrue, asserted or unasserted, latent or patent, that is, has been, could be, or in the future might be, asserted, arising from, related to, or in connection with the Agreement or the 2011 Agreement as of July 25, 2017. To avoid doubt – this release does not apply to the terms of this Amendment No. 1-5T3PT6U.

11. Section 1542 Waiver. In granting the releases set forth in Sections 9 and 10 above, each party 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 or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

Exhibit A - Restated Wind-Down and Termination Amendment

Each of the parties 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 Amendment.

12. GENERAL. This Amendment supersedes any contrary or inconsistent provisions of the Agreement or the 2011 Agreement and any prior amendments. No provisions of any Client purchase order shall apply. Each person signing below certifies that he or she is authorized to bind his or her respective party to all terms of this Amendment.

13. NOTICES. Notices required under this Amendment or otherwise under the Agreement shall be sent to the following addresses:

For Cerner:

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

For Client:

Riverside University Health System
Attn: Contracts Department
26520 Cactus Avenue
Moreno Valley, CA 92553

[end of Restated Wind-Down and Termination Amendment]



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

Exhibit B - Sales Order 1-6APYQEL (Soarian Upgrade)



CERNER SALES ORDER

Prepared For: Riverside University Health System-Medical Center ("Client")
26520 Cactus Ave
Moreno Valley, CA 92555-3927 USA

Quote: September 29, 2018
Expiration Date:

Cerner Sales Contact: Jessica Reeder

Phone #: (610) 210-7473

E-mail Address: jessica.reeder@cerner.com

This Cerner Sales Order is made on August 10, 2018 ("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 September 28, 2004, (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.

PAYMENT TERMS

PROFESSIONAL SERVICES

Fixed Fee. The professional services fees will be paid 30 days following the Effective Date.

Fee for Service. Professional services provided on a "time and materials" basis will be billed monthly at the rates set forth in the "Solutions and Services" section.

ASSIGNMENT OF PAYMENTS

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	59,850.00	-	-
Fee For Service	19,500.00	-	-
TOTALS:	79,350.00	-	-

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

SOLUTIONS AND SERVICES

PROFESSIONAL SERVICES

Phase	Project	Type	Solution	Rate	Metric	Qty	Fees	Pass-Through Code
Quote: Professional Services - 1802265407 (1-13714163906-R-1)								
1	Consulting Analytics	FFS	Analytics/DSS					
			Clinical Reporting Specialist	195	Hour	100	19,500	



Riverside University Health System-Medical Center
1-6APYQEL



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

Exhibit B - Sales Order 1-6APYQEL (Soarian Upgrade)



Phase	Project	**Bill Type	Solution	Rate	Metric	Qty	Fees	Pass-Through Code
Quote: Soarian Clinicals Release Upgrade 2 (1-13711629865-R-1)								
1	Soarian - UC	FF	Soarian - Upgrade Center				29,925	

Phase	Project	**Bill Type	Solution	Rate	Metric	Qty	Fees	Pass-Through Code
Quote: Soarian Clinicals Release Upgrade 1 (1-13711629541-R-1)								
1	Soarian - UC	FF	Soarian - Upgrade Center				29,925	

**FF = Fixed Fee / FFS = Fee For Service
Professional services pricing is valid until September 29, 2018. 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.

AUTHORIZATION

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

RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER

CERNER HEALTH SERVICES, INC.

By: _____
(signature)

By: _____

(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 866-221-8677 or e-mail ClientCareCenter@cerner.com.

Riverside University Health System-Medical Center
 1-6APYQEL

Riverside University Health System-Medical Center
 1-6EH60NH
 August 14, 2018

Exhibit B - Sales Order 1-6APYQEL (Soarian Upgrade)



SCOPE OF SERVICES

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

Soarian Clinicals

TASKS/ACTIVITIES

- Provide Soarian Clinicals uplift reports support

PROJECT ASSUMPTIONS

- Reimbursable Expenses. Client agrees to reimburse Cerner for the following travel expenses incurred by Cerner in its performance of Services: (a) air travel, not to exceed the coach class rate; (b) auto rentals; (c) lodging; (d) miscellaneous expenses, such as parking, taxi fares, and fuel; and (e) a per diem rate for meals, as published and updated by the U.S. General Services Administration.
- Shipping and Handling. Standard shipping and handling fees are payable upon shipment of the applicable Equipment. Additional fees may apply if Client requests expedited shipping. Notwithstanding any other agreement between the parties regarding shipping terms, the items set forth in this Cerner Sales Order will be shipped FOB the manufacturer's plant.

UPGRADE CENTER SERVICES		
Service Overview	<ul style="list-style-type: none"> • The Cerner Soarian Upgrade Center project is intended to update Client's current application functionality, from the current production code level to the latest code release available at the time each project begins. It is not within the scope of this project to modify or build new application functionality, with the exception of the selected Upgrade Center Quick Wins Services. • Each Upgrade Center project will focus on testing the majority of functionality; however it will not test every user and every build tool. Testing will be completed based on a detailed test script developed by Cerner based upon standard practice and Client input gathered from solution assessments and Client provided test scripts. 	
Work Effort	<ul style="list-style-type: none"> • Each Upgrade Center project is primarily composed of technical and testing events. Cerner will complete the majority of the activities as defined in the detailed work effort below and the detailed project plan that will be defined during project planning. However, Client will be required to engage in certain events or tasks that are specific to the Client's environment. The tables below reflect tasks that will be included in the Upgrade Center project and the responsible party for each. The estimated duration of this Scope is variable depending upon the solution being upgraded. The project begins with project kickoff and ends with the project debrief. 	
Solutions	<ul style="list-style-type: none"> • The following solutions and environments are included in this sales order. <ul style="list-style-type: none"> ◦ Soarian Clinicals: This project includes one non-production domain, one production domain, and one train domain. The train domain includes checkout only. This scope includes 2 release code upgrades 	
Project Management Work Effort	(P = Primary, R = Review, A = Assist)	
	Manage the Upgrade Center project	Cerner: P, Client:
	Create and maintain the application and technical assessments	Cerner: P, Client:
	Review and update communications plan. Coordinate update calls with Client and Cerner teams. Produce weekly project status reports via Weekly Agenda document updates on Project Portal	Cerner: P, Client:
	Create and maintain Upgrade Center project plan	Cerner: P, Client: A
	Establish scope based on current recommended practice	Cerner: P, Client: R
	Identify and secure resources	Cerner: P, Client: A
	Collaboratively work with Client to define the testing requirements and any applicable database build	Cerner: P, Client: R

Riverside University Health System-Medical Center

 1-6APYQEL

Riverside University Health System-Medical Center

 1-6EH60NH

 August 14, 2018

Exhibit B - Sales Order 1-6APYQEL (Soarian Upgrade)



CERNER SALES ORDER

UPGRADE CENTER SERVICES			
	Engage appropriate resources to complete the build and testing activities. Establish the testing strategy. Ensure appropriate testers are identified	P	A
	Review training resources and strategies. Communicate strategy for relaying continuing education information to the appropriate education liaisons. Verify Client has SOP's and supplies		P
	Identify and mitigate risks	P	A
	Coordinate testing per project plan. Obtain appropriate sign offs	P	A
	Ensure end user training has been communicated and/or conducted prior to cut over to new release		P
	Prepare cut-over (live) plan. Ensure appropriate Client and Cerner resources are scheduled for the upgrade project and post upgrade support	P	A
	Upgrade to new release and manage post upgrade project issues until transition to normal Support has occurred	P	A
Application Work Effort	(P = Primary, R = Review, A = Assist)	Cerner	Client
	Evaluate solution changes and impact to production environment	P	A
	Identify and execute database changes that are required to maintain current solution functionality	P	R
	Complete non-production domain (if applicable) (environment) configuration(s) to ensure printing occurs on non-production printer(s)		P
	Incorporate Client specific testing requirements from Client test scripts into baseline recommended test scripts	P	R
	Validate the non-production (if applicable) upgrade domain (environment). The majority of this activity will belong to Cerner. Client resources will be needed to configure and test interfaces to non-Cerner applications, medical devices, PACS, document imaging, and local devices	P	A
	Perform regression testing per project plan and upgrade strategy	P	
	Perform integration testing per project plan and upgrade strategy		P
	Perform testing on systems interfaced to Cerner		P
	Provide education updates to Client trainers		P
	Manage solutions issue list. Work with Client and Cerner to achieve issue resolution/management until code is moved to production	P	
Technical Work Effort	<ul style="list-style-type: none"> Refer to Client's remote hosting agreement for those solutions. 		
Project Completion	<ul style="list-style-type: none"> This Scope will be considered complete when the upgrade project debrief is completed. 		
Knowledge Transfer	<ul style="list-style-type: none"> Cerner will provide knowledge transfer throughout the project. This knowledge is supplemented by documentation found at cerner.com, or Cerner uCern Wiki: <ul style="list-style-type: none"> Release Notes Illuminations sessions Additional education and training information is available at cerner.com and webShop and may have additional cost 		
Client Obligations	<ul style="list-style-type: none"> Cerner shall perform the services provided hereunder in accordance with industry practices and standards generally applicable to such services; however, Client must determine, based on its standard operating procedures, accrediting body standards, governing regulatory bodies, patient population, employees, and tools, how best to validate all aspects of the system. Client acknowledges and agrees that it will (i) provide the test plans, (ii) perform or supervise the testing activities, (iii) provide additional training and information to end users regarding the changes made, and (iv) approve the content and completion of the testing activities. Cerner accepts no responsibility or liability for any claims, actions, losses, or damages incurred by Client or any third party arising from or out of Client failure to adequately test and/or validate the changes requested hereunder. 		



Riverside University Health System-Medical Center
1-6APYQEL



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

Exhibit B - Sales Order 1-6APYQEL (Soarian Upgrade)



CERNER SALES ORDER

UPGRADE CENTER SERVICES	
	<ul style="list-style-type: none"> • Client agrees to: <ul style="list-style-type: none"> ◦ Comply with Cerner Upgrade Center production sign offs (including but not limited to the Production Environment Change Authorization (PECA)). ◦ Provide documentation and support phone numbers for all relevant hardware and software providers. ◦ Provide a security officer to define and monitor user access. ◦ Remain actively engaged in the Upgrade Center project until completion. ◦ Ensure change control is followed, and no updates are made to the production environment during the Upgrade Center project. ◦ Provide access to all domains (environments) that will be affected during the Upgrade Center project via a Citrix connection. The preferred method is a Citrix or similar connection allowing multiple users access to the same environment at the same time via one connection.
Client Project Management Obligations	<ul style="list-style-type: none"> • Provide liaison to work with Cerner Upgrade manager. Typically Client's application manager or equivalent. • Collaboratively work with Cerner while reviewing, editing, and approving appropriate test scripts. • Approve the content and completion of the testing. • Authorize Cerner to move the code to production. • Provide upgrade support coverage for all departmental areas affected. • Schedule downtime with the end users. • Perform the responsibilities as designated in the project plan.
Client Application Obligations	<ul style="list-style-type: none"> • Provide contact to work with Cerner on application specific testing and issue resolution. Contact will be the focal point for the Cerner associates relative to the fulfillment of the request and will have the authority to act on Client's behalf in matters regarding the requests. • Review, edit, and approve appropriate test scripts. • Provide upgrade support coverage for all departmental areas affected. • Test all site-specific custom programs. • Define printer routings. • Test local devices such as interfaces, printers, MDIs, scanners, etc. • Perform the responsibilities as designated in the project plan.
Client Technical Obligations	<ul style="list-style-type: none"> • Provide upgrade support coverage for all departmental areas affected. Provide resource(s) that could assist with interfaces, printers, network team and the monitoring of operations. Provide resource(s) to test any custom scripts. • Perform the responsibilities as designated in the project plan. • Ensure hardware and software required for the upgrade project or installation is available and operational - this includes: <ul style="list-style-type: none"> ◦ Updating layered products (i.e. front-end operating systems, Citrix ICA software, any other third party solutions that reside on devices located on-site that are not covered in the remote hosting agreement) to meet the minimum requirements for the new release. These tasks (if needed) should be documented in the upgrade project plan for reference. A new Cerner Sales Order must be executed by the parties if there is a requirement to upgrade layered products and Client would like Cerner assistance. This work is outside the scope of this engagement. ◦ Ensuring hardware is available to test Client servers if located on-site. ◦ Ensuring end user devices meet minimum specification requirements as published by Cerner for the current code release. • Ensure all testing is completed that is not specifically indicated in the Work Effort as a Cerner responsibility.



Riverside University Health System-Medical Center
1-6APYQEL



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

Exhibit B - Sales Order 1-6APYQEL (Soarian Upgrade)



CERNER SALES ORDER

UPGRADE CENTER SERVICES	
	<ul style="list-style-type: none"> • Provide all necessary documentation of requested configurations. • Provide documentation and support phone numbers for all relevant contact people including Client contacts for hardware and software suppliers. • Provide host interface information, including, but not limited to destination address, local adapter address, exchange ID, and remote and local logical unit (LU) names, etc. • Provide operator guides for any requested equipment that will be used in the configuration and connection process. • Verify, define, and set up of printers for non-production (if applicable) domains (environments). • Set up and configure interfaces into non-production (if applicable) domains (environments) used for testing. • Acknowledge that the upgrade project, if performed on the same machine as the live production environment will affect performance. • Ensure the service keys to any systems are made available. • Ensure host definitions have been generated and are available for connection. • Verify desktop rollout/Citrix rollout. Client is responsible for all front-end code dissemination and any individual set up to front-end devices. • Set up and configure interfaces into non-production (if applicable) domain (environment) used for testing.
Points of Presence	<ul style="list-style-type: none"> • Cerner will perform all work remotely unless previously agreed upon prior to the execution of this Cerner Sales Order. When needed, Cerner associates will work from Client facility. Travel and lodging is not within scope of this Sales Order.



Riverside University Health System-Medical Center
1-6APYQEL

[End of Sales Order 1-6APYQEL (Soarian Upgrade)]



Riverside University Health System-Medical Center
1-6EH60NH
August 14, 2018

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
WITH
CERNER HEALTH SERVICES, INC.

Original Contract Term:	(See Agreement)
Effective Date of Amendment:	July 1, 2018
Original Maximum Contract Amount:	\$7,145,516.37
Amended Maximum Contract Amount:	\$7,194,906.37
Contract ID:	1-5UDSC2R

This First Amendment to the Cerner Business Agreement (the "Agreement") is entered into by and between the County of Riverside, a political subdivision of the State of California ("COUNTY") and Cerner Health Services, Inc., a Delaware corporation ("CONTRACTOR").

RECITALS

WHEREAS, County and Contractor entered into that Cerner Business Agreement dated July 25, 2017 (the "Agreement"); and

WHEREAS, County and Contractor now desire to amend the Agreement to include certain Novius Laboratory upgrade services.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, County and Contractor agree as follows:

1. The above recitals are true and correct.
2. The Agreement is hereby amended to include the Novius Laboratory Upgrade Sales Order, which is attached to this Amendment as Exhibit A.
3. The Agreement is further amended to include an earlier Novius Laboratory 27.2 Upgrade Readiness Assessment Sales Order, which is attached to this Amendment as Exhibit B, which is hereby amended to refer to the Agreement as the governing agreement (in place of the September 28, 2004 agreement that was referenced in the second paragraph of page one in the sales order).
4. All other terms and conditions of the Agreement not modified herein shall remain unchanged and in effect. If any provisions of this Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either party.

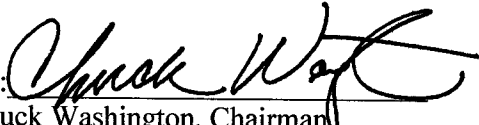
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment.

[Signature page to follow.]

AUG 28 2018 17.1

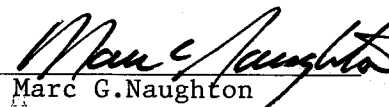
COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
WITH
CERNER HEALTH SERVICES, INC.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

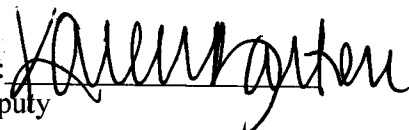
Dated: AUG 28 2018

CERNER HEALTH SERVICES,
INC., a Delaware corporation

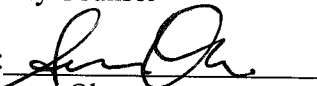
By: 
Marc G. Naughton
Vice President

Dated: 8/14/18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel

COUNTY OF RIVERSIDE
 AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
 WITH
 CERNER HEALTH SERVICES, INC.
 Exhibit A



Prepared For: Riverside University Health System-Medical Center ("Client")
 26520 Cactus Ave
 Moreno Valley, CA 92555-3927 USA

Quote September 29, 2018
 Expiration Date:

Cerner Sales Contact: James DiGiovanni Phone #: (508) 847-2923 E-mail Address: james.digiovanni@cerner.com

This Cerner Sales Order is made on August 10, 2018 ("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. This Cerner Sales Order is subject to, and incorporates by reference, the Cerner Business Agreement, dated July 25, 2017, between Client and Cerner (the "Agreement").

PERMITTED FACILITIES

For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
Riverside University Health System-Medical Center	26520 Cactus Ave	Moreno Valley	CA	92555-3927	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

Fee for Service. Professional services provided on a "time and materials" basis will be billed monthly at the rates set forth in the "Solutions and Services" section.

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

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

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 sixty (60) 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.



Riverside University Health System-Medical Center
 1-6BLR8Z0

COUNTY OF RIVERSIDE
 AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
 WITH
 CERNER HEALTH SERVICES, INC.
 Exhibit A



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

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			
Fee For Service	39,938.00	-	-
Sublicensed Software	3,750.00	-	-
Equipment and Sublicensed Software Maintenance			
Year 1	-	-	3,702.00
Year 2	-	-	0.00
Year 3	-	-	0.00
TOTALS:	43,688.00	-	3,702.00

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 (1-13804619205-R-1)								
1	Clinicals	FFS	NOVIUS Lab					
			Lab Consultant	172	Hour	80	13,760	
			Lab Programmer	208	Hour	120	24,960	
			Network Router Programmer	203	Hour	6	1,218	

**FF = Fixed Fee / FFS = Fee For Service
 Professional services pricing is valid until September 29, 2018. 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: Tech HS - Lab upgrade (1-13776963521-R-1)										
0	SY-XFER_FEE	Sybase Licensing Transfer Fee	1	Each	3,750.00	3,750.00				



COUNTY OF RIVERSIDE
 AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
 WITH
 CERNER HEALTH SERVICES, INC.
 Exhibit A



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: Tech HS - Lab upgrade (1-13776963521-R-1)								
	RH00003F3	Red Hat Enterprise Linux Server, Premium - Socket-pair	24x7 M-Su Phone Support	1	36	3,702.00	0	0.00

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
_____ <i>(Name of Facility)</i>	_____ <i>(Name - Printed)</i>
_____ <i>(Address Line 1)</i>	_____ <i>(E-mail Address)</i>
_____ <i>(Address Line 2)</i>	_____ <i>(Phone Number)</i>
_____ <i>(City, State/Province, Zip/Postal Code, Country)</i>	_____ <i>(Fax Number)</i>



Riverside University Health System-Medical Center
 1-6BLR8Z0

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
WITH
CERNER HEALTH SERVICES, INC.
Exhibit A



AUTHORIZATION

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

RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER

CERNER HEALTH SERVICES, INC.

By: _____
(signature)

(type or print)
Title: _____

By: _____

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.

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
WITH
CERNER HEALTH SERVICES, INC.
Exhibit A



SCOPE OF SERVICES

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

NOVIUS LAB

QUOTE ASSUMPTIONS

- Configuration: Upgrade with new hardware.
- Virtual: Yes
- Client's Current Version: 27.1.2

TASKS/ACTIVITIES

Cerner Responsibilities.

- Prepare Client environment for upgrade and apply software
- Answer Client questions about new functionality
- Troubleshoot, open, track and update obligations in Remedy
- Provide support for live event and transition Client to support

Client Responsibilities.

- Review current Cerner upgrade documentation
- Plan for core and end user training and communication concerning system changes
- Modify processes to accommodate changes to end user daily workflow
- Develop unit and integrated testing scenarios, as well as manage and execute system testing to include all instrument and interface connectivity
- Update downtime, backup and general policies and procedures as well as monitoring processes specific to the upgrade
- Perform end user training

DELIVERABLES

- *NOVIUS* Lab upgrade applied

PROJECT ASSUMPTIONS

- 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
- Client will use current third party software suppliers unless being replaced by a Cerner system included in this agreement
- Client will provide resources that have the appropriate skill set, are available to collaborate and complete tasks, and that are empowered to make decisions for the project



Riverside University Health System-Medical Center
1-6BLR620

COUNTY OF RIVERSIDE
 AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
 WITH
 CERNER HEALTH SERVICES, INC.
 Exhibit B



Prepared For: Riverside University Health System-Medical Center ("Client")
 25520 Cactus Ave
 Moreno Valley, CA 92555-3927 USA

Quote June 05, 2018
 Expiration Date:

Cerner Sales Contact: Jessica Reeder Phone #: (610) 219-7473 E-mail Address: jessica.reeder@cerner.com

This Cerner Sales Order is made on March 07, 2018 ("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 September 28, 2004, (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.

PAYMENT TERMS

PROFESSIONAL SERVICES

Fixed Fee. The professional services fees will be paid 30 days following the Effective Date.

ASSIGNMENT OF PAYMENTS

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	2,000.00	-	-
TOTALS:	2,000.00	-	-

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 - 1803069366 (1-13731036197-R-1)								
1	Consulting Clinicals	FF	Clinicals				2,000	

**FF = Fixed Fee / FFS = Fee For Service
 Professional services pricing is valid until June 05, 2018. 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.

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
WITH
CERNER HEALTH SERVICES, INC.
Exhibit B



AUTHORIZATION

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

RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER

CERNER HEALTH SERVICES, INC.

By: _____
(signature)

(type or print)

By: _____

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.

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE BUSINESS AGREEMENT
WITH
CERNER HEALTH SERVICES, INC.
Exhibit B



CERNER SALES ORDER

SCOPE OF SERVICES

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

NOVIUS LAB

TASKS/ACTIVITIES

Cerner Responsibilities.

- Assess Client's existing NOVIUS Lab installation to determine upgrade readiness

Client Responsibilities.

- Validate Cerner provided extract

DELIVERABLES

- Communication form from Cerner outlining relevant current versions and capacities on existing Novius Lab system presented to Client

PROJECT ASSUMPTIONS

- Reimbursable Expenses. Client agrees to reimburse Cerner for the following travel expenses incurred by Cerner in its performance of Services: (a) air travel, not to exceed the coach class rate; (b) auto rentals; (c) lodging; (d) miscellaneous expenses, such as parking, taxi fares, and fuel; and (e) a per diem rate for meals, as published and updated by the U.S. General Services Administration.
- Shipping and Handling. Standard shipping and handling fees are payable upon shipment of the applicable Equipment. Additional fees may apply if Client requests expedited shipping. Notwithstanding any other agreement between the parties regarding shipping terms, the items set forth in this Cerner Sales Order will be shipped FOB the manufacturer's plant.



Riverside University Health System-Medical Center
1-6B1LDMC
March 07, 2018