



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 May 12, 2026

EDWARD YEN
EXECUTIVE OFFICER

May 12, 2026



Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO DELEGATE AUTHORITY TO AMEND AGREEMENT
H-705407 WITH CERNER CORPORATION ON A SOLE SOURCE BASIS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION
()
DISAPPROVE ()**

Christina R. Ghaly, M.D.
Director

Nina J. Park, M.D.
Chief Deputy Director, Clinical Affairs & Population Health

Aries Limbaga, DNP, MBA
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.
Administrative Deputy

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8050
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www.dhs.lacounty.gov

*"To advance the health of our patient,
and our communities by providing
extraordinary care"*

SUBJECT

Request for approval of delegated authority to the Director of the Department of Health Services (DHS), or designee, to execute amendments to Agreement No. H-705407 (Agreement) with Cerner Corporation (Cerner) for the extension of use of the HealthIntent platform, known as Empaneled Life Management (ELM) for the Electronic Health Record (EHR) System, known as the Online Realtime Centralized Health Information Database (ORCHID).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DHS (Director), or designee, to execute a sole source Amendment, to the Agreement with Cerner, to allow DHS to continue its use of the HealthIntent platform known as ELM, Cerner's integrated population health platform, to extend the term through December 31, 2027, and increase the Contract Sum by \$8,078,400 including an increase of \$2,692,800 for Pool Dollars and unspent Pool Dollars will be rolled over for the term of the Agreement, to be utilized for professional services, software, maintenance, remote hosting and support, subject to review and approval by



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County Counsel.

2. Delegate authority to the Director, or designee, to execute Amendments to extend the term for ELM under the Agreement for five (5) optional one-year extension periods through December 31, 2032, and increase the Contract Sum by \$28,274,400 plus no more than five percent (5%) of the current ELM annual fees which, if exercised would not exceed \$179,520 annually for the extension periods through December 31, 2032, including an increase of up to \$9,424,800 for Pool Dollars and unspent Pool Dollars will be rolled over for the term of the Agreement, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

The Agreement was initially approved by the Board on November 27, 2012, as a result of a competitive solicitation. Pursuant to the Agreement, Cerner provides ongoing maintenance and support services, hosting services, software licenses, application management and professional services. ORCHID provides an integrated EHR across all care settings in DHS and was extended to the Department of Public Health in February 2018. On June 14, 2016, the Board approved Amendment No. 6 to introduce ELM for an initial term through June 30, 2021. On November 24, 2020, the Board approved Amendment No. 14 extending DHS' ability to use ELM through June 30, 2023, with three (3) additional one-year extensions through June 30, 2026.

Over the last twelve years, DHS has expanded the features of ORCHID to address its clinical needs. ELM provides patients who are empaneled with a primary care provider and team responsible for managing their ongoing healthcare needs. Empanelment establishes accountability for preventive, acute, and chronic care, ensuring continuity and enabling proactive management of patient health. To support this approach, ELM integrates clinical, operational, and financial data to create a long-term view of patients and populations, identify risk levels, and detect gaps in care. This enables DHS to shift from episodic care to a proactive, data-driven model that improves health outcomes, enhances care coordination, reduces avoidable utilization, and supports more efficient use of Los Angeles County (LA County) resources while advancing health equity.

Recommendations

Approval of the first recommendation will allow the Director, or designee, to execute an Amendment to the Agreement for the provision ELM for eighteen (18) months and increase the Contract Sum by \$8,078,400 including \$2,692,800 for Pool Dollars.

Approval of the second recommendation will allow the Director, or designee, to execute future amendments to extend the term for up to five (5) optional one-year extensions, through December 31, 2032 and increase the Contract Sum by \$28,274,400 plus no more than five percent (5%) of the current ELM annual fees, which if exercised, would not exceed \$179,520 annually for the extension periods, including up to \$9,424,800 for Pool Dollars. At the end of each extension period, remaining Pool Dollars will be rolled over to the following years for the term of the Agreement.

DHS and Cerner have agreed to extend ELM for eighteen (18) months, and negotiate five (5) additional years of extension options subject to a fee increase for the extension period not to exceed five percent (5%) of the current ELM annual fees. As the population health marketplace continues to evolve, DHS finds that it is appropriate to extend the term for ELM to align with other systems

acquired via the Cerner Agreement, ensuring that all systems expire at the same time, on December 31, 2032. This extension on a sole source basis is in the best economic and operational interest of LA County, as ELM is designed to integrate with key systems such as ORCHID and Health Information Exchanges. This integration supports data exchange, enhances care coordination, ensures interoperability and regulatory compliance, and upholds security standards. Furthermore, ELM has been highly customized to meet the needs of LA County's patients and clinicians. Since the previous term extension in 2020, several new features have been introduced, including five (5) new patient data sources, internal tools and direct links to maintain empanelment data for patient care continuity. Extending the term by up to six and a half years allows DHS to continue providing a high quality and consistent level of care.

Implementation of Strategic Plan Goals

The recommended action supports County's Strategic Plan North Star 1, Make investments that transform lives, specifically Focus Area Goal A. Healthy Individuals and Families; and North Star 2, Foster vibrant and resilient communities, specifically Focus Area Goal A. Public Health.

FISCAL IMPACT/FINANCING

The current Contract Sum for the Agreement is \$784,751,850. If approved, the first recommended action will increase the Contract Sum by \$8,078,400 to \$792,830,250, corresponding to the extension of ELM through December 31, 2027. If approved, the second recommended action will increase the Contract Sum by \$28,274,400 to \$821,104,650, corresponding to the additional extension of ELM through December 31, 2032. Both extensions will be funded by existing resources.

Upon Board approval, DHS will incorporate the projected appropriation needs into each respective fiscal year's annual budget process. There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The requested action includes amending the Agreement, which was originally awarded as a result of an extensive and unprotested competitive solicitation. In accordance with the Board's policy of engaging outside counsel for certain information technology agreements, County Counsel retained the law firm of Foley & Lardner, LLP (Foley) to assist in all aspects of these negotiations. Accordingly, Foley, in conjunction with County Counsel, assisted DHS and drafted and negotiated the recommended Amendment.

County Counsel has approved Exhibit I as to form. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Chief Information Officer (CIO) reviewed the Information technology (IT) components (management, design, development, acquisition, or purchase of IT systems and/or related services) of this request and recommends approval. The CIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO analysis.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended amendment, and the Agreement is exempt from

Proposition A (County Code Chapter 2.121).

CONTRACTING PROCESS

On July 16, 2025, DHS notified the Board via Attachment A of its intent to commence negotiations with Cerner for the sole source Amendment with Cerner in accordance with Board Policy No. 5.100. The Sole Source checklist is attached as Attachment B in compliance with the revised Board Policy 5.100, Sole Source Contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will enable DHS to improve the enterprise-wide EHR system, which will ensure that patients who seek services at any health care facility within DHS will continue to receive consistent care, while achieving efficiency across departmental operations.

Respectfully submitted,



Christina R. Ghaly, M.D.
Director



Peter Loo
Chief Information Officer

CRG:adm

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors



July 16, 2025

**Los Angeles County
Board of Supervisors**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice K. Hahn

FROM: Christina R. Ghaly, M.D. 
Director

**SUBJECT: ADVANCE NOTIFICATION OF INTENT TO
NEGOTIATE A SOLE SOURCE AMENDMENT TO
AGREEMENT NO. H-705407 WITH CERNER
CORPORATION**

Christina R. Ghaly, M.D.
Director

Nina J. Park, M.D.
Chief Deputy Director, Clinical Affairs & Population Health

Aries Limbaga, DNP, MBA
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.
Administrative Deputy

This is to advise the Board of Supervisors (Board) that the Department of Health Services (DHS) intends to enter into sole source negotiations and then request approval to amend existing Agreement No. H-705407 (Agreement) with Cerner Corporation (Cerner) for the extension of use of the HealthIntent platform, known as Empaneled Life Management (ELM) for the Electronic Health Record (EHR) System, also known as the Online Realtime Centralized Health Information Database (ORCHID).

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

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Board Policy No. 5.100 requires advance written notice of a department's intent to enter into sole source negotiations for extension of a Board-approved Agreement at least six months prior to the Agreement's expiration date. The Agreement will expire on December 31, 2032. However, the term to use ELM will expire on June 30, 2026.

Background

The Agreement was initially approved by the Board on November 27, 2012, as a result of a competitive solicitation. Pursuant to the Agreement, Cerner provides ongoing maintenance and support services, hosting services, software licenses, application management and professional services. ORCHID provides an integrated EHR across all care settings in DHS and was extended to the Department of Public Health in February 2018. On June 14, 2016, the Board approved Amendment No. 6 to introduce ELM for an initial term through June 30, 2021. On November 24, 2020, the Board approved Amendment No. 14 extending DHS' ability to use ELM through June 30, 2023, with three (3) additional one-year extensions through June 30, 2026.

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Justification

Over the last twelve years, DHS has strategically expanded the features of ORCHID to address clinical needs. One of the most significant enhancements to healthcare systems at DHS is the expansion and use of ELM, which supports empaneled patients and enables customized algorithms and registries to support clinical reporting across various subsets of DHS' patient populations. ELM enhances DHS' ability to manage the healthcare delivered to panels of members via improved empanelment processes, disease registries, and care management.

As the population health marketplace continues to evolve, DHS finds that it is appropriate to extend the term for ELM to align with other systems acquired via the Cerner Agreement, ensuring coterminous expiration on December 31, 2032. This extension on a sole source basis is in the best economic and operational interest of LA County, as ELM is designed to integrate with key systems such as ORCHID and Health Information Exchanges. This integration supports data exchange, enhances care coordination, ensures interoperability and regulatory compliance, and upholds security standards. Furthermore, ELM has been highly customized to meet the needs of LA County's patients and clinicians. Since the previous term extension in 2020, several new features have been introduced, including five new patient data sources, internal tools and direct links to maintain empanelment data for patient care continuity. Extending the term allows DHS to continue providing a high quality and consistent level of care.

Conclusion

DHS has determined that Cerner is uniquely positioned to continue providing ELM. Consistent with the Sole Source Board policy, DHS is informing the Board of its intention to negotiate to extend the term of the Agreement with Cerner. DHS will commence negotiations no earlier than four weeks from the date of this notification unless otherwise instructed by the Board.

If you have any questions, you may contact me, or your staff may contact Kevin Lynch, Chief Information Officer, by email at KLynch@dhs.lacounty.gov.

CRG:kl

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors



**COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100
SOLE SOURCE CHECKLIST**

Department Name: Department of Health Services

New Sole Source Contract

New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services

Date Existing Contract First Approved:

12/21/2012

Check (✓)	<p align="center">JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS</p> <p align="center">Identify applicable justification and provide documentation for each checked item.</p>
	➤ Only one single source for the service exists.
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
<input checked="" type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Approved by:

Kieu-Anh King

Chief Executive Office

03/23/2026

Date



AMENDMENT No. 27

TO THE

ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

CERNER CORPORATION

May 12, 2026

**AMENDMENT 27 TO THE ELECTRONIC HEALTH RECORDS SYSTEM
AND SERVICES AGREEMENT**

The Electronic Health Records System and Services Agreement, Agreement No. H-705407, (the “**Agreement**”) effective as of December 21, 2012 (“**Effective Date**”), by and between the County of Los Angeles, a political subdivision of the State of California (“**County**”) and Cerner Corporation, with its principal place of business at 2800 Rockcreek Parkway, North Kansas City, MO 64117 (“**Contractor**”), as amended by the Parties pursuant to:

- Amendment 1, dated Jun. 20, 2014,
- Amendment 2, dated Oct. 8, 2014,
- Amendment 3, dated Oct. 31, 2015,
- Amendment 4, dated Jun. 30, 2016,
- Amendment 5, dated Jun. 30, 2016,
- Amendment 6, dated Jun. 30, 2016,
- Amendment 7, dated Dec. 1, 2016,
- Amendment 8, dated Dec. 31, 2016,
- Amendment 9, dated Feb. 21, 2017,
- Amendment 10, dated May 31, 2017,
- Amendment 11, dated Sep. 28, 2018,
- Amendment 12, dated Dec. 27, 2019,
- Amendment 13, dated Aug. 4, 2020,
- Amendment 14, dated Dec. 4, 2020,
- Amendment 15, dated Dec. 4, 2020,
- Amendment 16, dated Dec. 4, 2020,
- Amendment 17, dated Dec. 14, 2020,
- Amendment 18, dated Mar. 24, 2021,
- Amendment 19, dated May 17, 2022,
- Amendment 20, dated Oct. 28, 2022,
- Amendment 21, dated Dec. 19, 2022,
- Amendment 22, dated Mar. 17, 2023,
- Amendment 23, dated May 31, 2023,
- Amendment 24, dated Dec. 22, 2023,
- Amendment 25, dated Aug. 30, 2024,
- Amendment 26, dated May 5, 2025,
- Change Notice 1, dated Jan. 29, 2015,
- Change Notice 2, dated Feb. 9, 2015,
- Change Notice 3, dated Mar. 27, 2015,
- Change Notice 4, dated Mar. 30, 2015,
- Change Notice 5, dated May 28, 2015,
- Change Notice 6, dated Aug. 1, 2016,
- Change Notice 7, dated Dec. 1, 2016,
- Change Notice 8, dated Sep. 6, 2018,
- Change Notice 9, dated Oct. 5, 2018,
- Change Notice 10, dated Jun. 30, 2020,
- Change Notice 11, dated Apr. 27, 2021,
- Change Notice 12, dated Oct. 21, 2021,
- Change Notice 13, dated Jan. 4, 2022,
- Change Notice 14, dated Jun. 17, 2025,
- Change Order A, dated Oct. 1, 2015,
- Change Order B, dated Oct. 15, 2015,
- Change Order C, dated Nov. 4, 2015,
- Change Order D, dated May 27, 2016,
- Change Order E, dated Sep. 30, 2016,
- Change Order F, dated Dec. 15, 2016,
- Change Order G, dated Jan. 26, 2017,
- Change Order H, dated May 8, 2017,
- Change Order I, dated May 8, 2017,
- Change Order J, dated May 31, 2017,
- Change Order K, dated Jun. 9, 2017,
- Change Order L, dated Jun. 12, 2017,
- Change Order M, dated Jun. 30, 2017,
- Change Order N, dated Jul. 14, 2017,
- Change Order O, dated Nov. 1, 2017,
- Change Order P, dated Dec. 1, 2017,
- Change Order Q, dated Mar. 28, 2018,
- Change Order R, dated Mar. 29, 2018,
- Change Order S, dated Jun. 12, 2018,
- Change Order T, dated Jun. 28, 2018,
- Change Order U, dated Sep. 6, 2018,
- Change Order V, dated Sep. 12, 2018,
- Change Order W, dated Oct. 4, 2018,
- Change Order X, dated Oct. 5, 2018,
- Change Order Y, dated Oct. 26, 2018,
- Change Order Z, dated Dec. 31, 2018,
- Change Order AA, dated Mar. 8, 2019,
- Change Order AB, dated Mar. 8, 2019,
- Change Order AC, dated Apr. 12, 2019,
- Change Order AD, dated Oct. 11, 2019,
- Change Order AE, dated Nov. 1, 2019,
- Change Order AF, dated Feb. 1, 2020,
- Change Order AG, dated Mar. 23, 2020,
- Change Order AH, dated Apr. 7, 2020,
- Change Order AI, dated Jun. 30, 2020,
- Change Order AJ, dated Aug. 4, 2020,
- Change Order AK, dated Aug. 4, 2020,
- Change Order AL, dated Aug. 4, 2020,
- Change Order AM, dated Sep. 4, 2020,
- Change Order AN, dated Nov. 6, 2020,
- Change Order AO, dated Dec. 11, 2020,
- Change Order AP, dated Dec. 11, 2020,
- Change Order AQ, dated May 4, 2021,
- Change Order AR, dated Jun. 30, 2021,
- Change Order AS, dated Aug. 11, 2021,
- Change Order AT, dated Aug. 11, 2021,
- Change Order AU, dated Oct. 14, 2021,
- Change Order AV, dated Oct. 15, 2021,
- Change Order AW, dated Oct. 18, 2021,
- Change Order AX, dated Dec. 23, 2021,
- Change Order AY, dated Mar. 23, 2022,
- Change Order AZ, dated Jun. 10, 2022,
- Change Order BA, dated Sep. 30, 2022,
- Change Order BB, dated Nov. 18, 2022,
- Change Order BC, dated Dec. 16, 2022,
- Change Order BD, dated Dec. 19, 2022,
- Change Order BE, dated Mar. 22, 2023,
- Change Order BF, dated Apr. 20, 2023,
- Change Order BG, dated Apr. 21, 2023,
- Change Order BH, dated May 31, 2023,
- Change Order BI, dated Jul. 7, 2023,
- Change Order BJ, dated Sep. 1, 2023,
- Change Order BK, dated Sep. 22, 2023,
- Change Order BL, dated May 3, 2024,
- Change Order BM, dated Aug. 23, 2024,
- Change Order BN, dated Dec. 31, 2024,
- Change Order BO, dated Dec. 31, 2024,
- Change Order BP, dated Dec. 31, 2024,
- Change Order BQ, dated Jan. 15, 2025,
- Change Order BR, dated Jan. 15, 2025,
- Change Order BS, dated Feb. 14, 2025,
- Change Order BT, dated Feb. 24, 2025,
- Change Order BU, dated Mar. 14, 2025,
- Change Order BV, dated Apr. 11, 2025,
- Change Order BW, dated Apr. 25, 2025,
- Change Order BX, dated Apr. 25, 2025,
- Change Order BY, dated May 22, 2025,
- Change Order BZ, dated Jun. 18, 2025,
- Change Order CA, dated Jun. 19, 2025,
- Change Order CB, dated Nov. 26, 2025,
- Change Order CC, dated Dec. 30, 2025, and
- Change Order CD, dated Feb. 18, 2026

is hereby changed by the Parties pursuant to Section 13 (Changes to Agreement) of the Agreement by this Amendment No. 27 to the Electronic Health Records System and Services Agreement (“**Amendment 27**”), effective as of May 19, 2026 (“**Amendment 27 Date**”). The capitalized terms in this Amendment 27 shall have the meaning ascribed in the Agreement unless expressly otherwise defined herein. In the event of a conflict between the body of this Amendment 27 and the Agreement, any Statement of Work, Exhibit, Attachment, Schedule, or incorporated material, the Agreement shall govern. Contractor and County may be referred to in this Amendment 27 individually as a “**Party**” and together as the “**Parties.**”

CHANGES

In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. CHANGE TRACKING

The Parties agree that each Amendment to the Agreement shall be identified numerically in sequence, beginning with Amendment No. 1 and including any subsequent Amendments. Changes to Exhibits shall be referred to in the body of the Amendment and implemented through the deletion of the prior Exhibit (or lowest affected numbered subpart thereof) in its entirety and replacing it with the changed Exhibit. The changed Exhibit is to also have its title modified to correspond to the Amendment number under which the change was made. For example, a change to Exhibit A made under this Amendment 27 would include on the title of the Exhibit the following "Amendment 27 to Exhibit A."

2. PURPOSE OF AMENDMENT 27

2.1. ELM Extension

In the absence of this Amendment 27, as set forth under Amendment 26 to the Agreement, the Phase 2 HealthIntent Modules Term expires on June 30, 2026. Pursuant to this Amendment 27, the Parties hereby agree to add eighteen (18) additional months to the Phase 2 HealthIntent Modules Term, such that the Phase 2 HealthIntent Modules Term will expire on June 30, 2027. For the avoidance of doubt, by extending the Phase 2 HealthIntent Modules Term, this Amendment 27 also extends the Services provided by Contractor under Change Order F (HealthCare), Change Order T (Duplicate Reconciliation), Change Order AU (CalAIM Cohorts), Change Order BQ (New ELM Data Sources), and any other Amendments and Change Orders that include Services for the Phase 2 HealthIntent Modules.

3. AMENDMENTS TO THE AGREEMENT

3.1. Section 1.2.2 (Initial Support Term and Renewal Support Term Options for the Phase 2 HealthIntent Modules)

Section 1.2.2 (Initial Support Term and Renewal Support Term Options for the Phase 2 HealthIntent Modules) of the Agreement is amended by deleting it in its entirety and replacing it with the language below:

"1.2.2 Initial Support Term and Renewal Support Term Options for the Phase 2 HealthIntent Modules

As to the Phase 2 HealthIntent Modules only, the Initial Support Term shall commence on the Sixth Amendment Effective Date and continue in full force until December 31, 2027, unless earlier terminated as provided herein.

Not less than one hundred and twenty (120) days prior to the expiration of the Initial Support Term and each Renewal Support Term, provided that there is a following Renewal Support Term that County has not already exercised, Contractor shall provide written notice to County of the pending expiration of the Support Term and the date on which the Support Term will expire."

3.2. Section 14.1 (Maximum Contract Sum)

Section 14.1 (Maximum Contract Sum) of the Agreement is amended by deleting it in its entirety and replacing it with the language below:

"14.1 Maximum Contract Sum

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, and Services required or requested by County under and during the Term of this Agreement. If County does not Approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed \$792,830,250 as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly Approved Amendment to this Agreement by the Board and Contractor's authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized

payments for all elements of the EHR System, including the Licensed Software, Third-Party Products, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.”

4. AMENDMENTS TO AGREEMENT EXHIBITS

4.1. Exhibit C (Fees; Contractor Professional Services Rates)

Exhibit C (Fees; Contractor Professional Services Rates) is amended by deleting it in its entirety and replacing it with the attached “Exhibit C (Amendment 27 to Exhibit C (Fees; Contractor Professional Services Rates)).”

4.2. Exhibit C.28 (Phase 2 HealthIntent Modules Milestones and Payments Table)

Exhibit C.28 (Phase 2 HealthIntent Modules Milestones and Payments Table) is amended by deleting it in its entirety and replacing it with the attached “Exhibit C.28 (Amendment 27 to Exhibit C.28 (Phase 2 HealthIntent Modules Milestones and Payments Table)).”

4.3. Exhibit C.33 (HealthCare Milestones and Payments Table)

Exhibit C.33 (HealthCare Milestones and Payments Table) is amended by deleting it in its entirety and replacing it with the attached “Exhibit C.33 (Amendment 27 to Exhibit C.33 (HealthCare Milestones and Payments Table)).”

4.4. Exhibit C.62 (Duplicate Reconciliation Milestones and Payments Table)

Exhibit C.62 (Duplicate Reconciliation Milestones and Payments Table) is amended by deleting it in its entirety and replacing it with the attached “Exhibit C.62 (Amendment 27 to Exhibit C.62 (Duplicate Reconciliation Milestones and Payments Table)).”

4.5. Exhibit C.126 (2020 Use Reconciliation Milestones and Payments Table)

Exhibit C.126 (2020 Use Reconciliation Milestones and Payments Table) is amended by deleting it in its entirety and replacing it with the attached “Exhibit C.126 (Amendment 27 to Exhibit C.126 (2020 Use Reconciliation Milestones and Payments Table)).”

4.6. Exhibit C.136 (CaAIM Cohorts Milestones and Payments Table)

Exhibit C.136 (CaAIM Cohorts Milestones and Payments Table) is amended by deleting it in its entirety and replacing it with the attached “Exhibit C.136 (Amendment 27 to Exhibit C.136 (CaAIM Cohorts Milestones and Payments Table)).”

4.7. Exhibit C.157 (2023 Use Reconciliation Milestones and Payments Table)

Exhibit C.157 (2023 Use Reconciliation Milestones and Payments Table) is amended by deleting it in its entirety and replacing it with the attached “Exhibit C.157 (Amendment 27 to Exhibit C.157 (2023 Use Reconciliation Milestones and Payments Table)).”

4.8. Exhibit C.168 (New ELM Data Sources Milestones and Payments Table)

Exhibit C.168 (New ELM Data Sources Milestones and Payments Table) is amended by deleting it in its entirety and replacing it with the attached “Exhibit C.168 (Amendment 27 to Exhibit C.168 (New ELM Data Sources Milestones and Payments Table)).”

5. NO FURTHER CHANGES

Except as modified by this Amendment 27, the terms and conditions of the Agreement shall remain in full force and effect.

[Signatures provided on the following page]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment 27 to be executed by the County’s Director of Health Services, or authorized designee, and Contractor has caused this Amendment 27 to be executed on its behalf by its duly authorized officer(s), as of the Amendment 27 Date.

COUNTY OF LOS ANGELES (“County”)

By: _____ for
DIRECTOR OF THE LOS ANGELES COUNTY DEPARTMENT OF
HEALTH SERVICES

CERNER CORPORATION (“Contractor”)

By: _____
SIGNATURE

PRINTED NAME

TITLE

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By: _____
Patrice Salseda
Principal Deputy County Counsel



EXHIBIT C (AMENDMENT 27 TO EXHIBIT C (FEES; CONTRACTOR
PROFESSIONAL SERVICES RATES))

TO THE

ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES AGREEMENT

EXHIBIT C

AMENDMENT 27 TO EXHIBIT C (FEES; CONTRACTOR PROFESSIONAL SERVICES RATES)

This Exhibit C (Amendment 27 to Exhibit C (Fees; Contractor Professional Services Rates)) is an attachment and addition to the Electronic Health Records System and Services Agreement dated December 21, 2012 (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Cerner Corporation (“**Contractor**”), as amended, and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. INTRODUCTION

The fundamental premise of the fee and pricing structure under the Agreement is that all elements of the EHR System, including the Licensed Software, Third-Party Products, Integral Third-Party Software, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work are paid for only in the amount, and solely through the contractually specified mechanisms for payment of the fees (the “**Authorized Billing and Payment Mechanisms**”) set forth in this Exhibit C (Fees; Contractor Professional Services Rates), regardless of whether or not all costs or expenses to Contractor of providing a specific element of the EHR System can be directly traced to, or are captured by, an Authorized Billing and Payment Mechanism, each described in Section 2 (Authorized Billing And Payment Mechanisms). It is understood and agreed by the Parties that the total amount to be paid by County under the Agreement cannot exceed the Contract Sum unless the Contract Sum is modified pursuant to a duly Approved Amendment to the Agreement by the Board and Contractor’s authorized representative(s) pursuant to Section 13 (Changes to Agreement) of the Agreement. The Contract Sum is the maximum amount that could be paid, but is not a commitment to spend sums allocated under the Contract Sum for Optional Work.

As set forth in Section 14.1 (Contract Sum) of the Agreement:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, and Services required or requested by County under and during the Term of this Agreement. If County does not Approve work in writing, no payment shall be due Contractor for those Services. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed \$792,830,250 as further detailed in Exhibit C (Fees; Contractor Professional Services Rates), unless the Contract Sum is modified pursuant to a duly Approved Amendment to this Agreement by the Board and Contractor’s authorized representative(s) pursuant to Section 13 (Changes to Agreement). The Contract Sum under this Agreement shall cover the authorized payments for all elements of the EHR System, including the Licensed Software, Third-Party Products, Hosting Software, Hardware, and Services including, Implementation Services, Hosting Services, Support Services, and any Optional Work. The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Contractor costs, including Contractor overhead, profit margin, and all costs of services, product, and goods delivery within the definition of Services. The Contract Sum is the total amount that is allocated by County for payment under this Agreement, but is not the amount to be paid to Contractor under this Agreement. In the absence of an Approved Physical Growth Event, any sum attributed to a Use Reconciliation, the Approval by County of Optional Work, and Amendment approving additional EHR capabilities, and assuming no COLA adjustment is required; the maximum amount to be paid to Contractor over the Term under this Agreement as of the Effective Date is Two Hundred and Seventy-One Million, One Hundred and Seven Thousand, One Hundred and Eleven Dollars (\$271,107,111). This maximum amount has been amended subsequent to the Effective Date by the Amendments to the Agreement.

Exhibit C.9 (Detailed Pricing Summary) provides the detailed pricing summary by component of the EHR System. Exhibit C.8 (Summary of Licensed Software Pricing by Module) provides a summary of pricing by Module of the EHR System.

2. AUTHORIZED BILLING AND PAYMENT MECHANISMS

There are only six (6) Authorized Billing and Payment Mechanisms for payment of the fees under this Agreement. Each of these is detailed in this Section 2 (Authorized Billing and Payment Mechanisms) of Exhibit C (Fees; Contractor Professional Services Rates) and listed as follows:

1. Milestone Payments
2. Recurring Monthly Fees
3. Approved Physical Growth Event
4. Optional Work
5. Amendment
6. Post-Contract Year 10 Cost of Living Adjustment and Fixed Third Party Product Cost Increases

Contractor cannot invoice County under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and will not be entitled to, and will not receive, any payment, except as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing And Payment Mechanisms).

2.1. Milestone Payments

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the Milestone payment structure Exhibit C.6 (Key Milestones and Key Deliverables Table) and amounts ("**Milestone Payments**") set forth in Exhibit C.2 (Milestone Payments Table). The Milestone Payments amount as of the Effective Date of Sixty-Eight Million, Three Hundred Eighty Nine Thousand, Three Hundred Forty-Seven Dollars (\$68,389,347) through the Productive Use of the last Cluster is fixed and is not subject to change except in the event of an Approved Physical Growth Event or Approved Supplemental Travel each described below, and collectively referred to as "**Authorized Modifications to Milestone Payments**". The Milestone Payments have been amended subsequent to the Effective Date by the Change Orders and Amendments to the Agreement. The Milestone Payments were negotiated between Contractor and County as a material condition under this Agreement and for the period from the Effective Date through the payment of the last Milestone Payment are to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Implementation Services, Support Services prior to its transition to Recurring Monthly Fees, one-time costs as to AMS Services and AMS Services prior to its transition to Recurring Monthly Fees, one-time costs as to Hosting Services, and Hardware. Specified components of the Services (e.g. Hosting Services), and Licensed Software, and Third Party Products (e.g., clinical content) included in the Milestone Payments will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees upon Productive Use of the last Cluster (these items are highlighted on Exhibit C.3 (Pricing Spreadsheet) both individually and collectively as "**Milestone Payments Items That Transition**").

The Milestone Payments are to be paid in accordance with the Agreement. Sections 14.3 (Implementation Services) and 15 (Invoices and Payments) most directly address the Milestone Payments, though relevant issues such as Acceptance, are addressed throughout the Agreement. Exhibit C.2 (Milestone Payments Table) identifies the Key Milestones; the Key Milestone Allocation; the Key Milestone Scheduled Duration; the Monthly Key Milestone Payment; the Holdback Amount as to each Monthly Key Milestone Payment; the Key Deliverables associated with each Key Milestone; and the Credit Due Date for each Key Deliverable. As to items marked on Exhibit C.2 (Milestone Payments Table) as Milestone Payments Items That Transition, if Productive Use of the last Cluster does not occur on or before November 30, 2015 and County has not provided notice to Contractor of a material breach of the entire Agreement, such items will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees. Notwithstanding the payment dates and amounts in the supporting exhibits of this Exhibit C (Fees; Professional Service Rates), the payment dates and amounts are subject to the provisions of the Agreement and the timing may otherwise be adjusted to accommodate Approved modifications to Exhibit A.25.1 (Project Work Plan).

The Parties understand and agree that there is no concept of a financial change order applicable to the Agreement, except as expressly provided for with regard to Optional Work or Pool Dollars that are derived from one of the Authorized Billing and Payment Mechanisms. The limitations on the concept of a financial change order are

intentional and are designed to ensure that the fixed fee elements of the Agreement remain unchanged and predictable throughout the Term.

As to Milestone Payments, in the absence of an Approved Physical Growth Event, there can be no change to the Milestone Payments except for Approved Supplemental Travel. For purposes of this Agreement, Approved Supplemental Travel is appropriate only in the event that (1) County Approves Super User training of some or all of the 300 Super Users that Contractor agreed to provide at County locations; (2) if County elects to have an implementation event take place in California which is planned to occur under the SOWs in Kansas City, Mo., (3) travel to California required by the Contractor Delivery Consultant(s), Contractor Solution Architect(s) or other required resources in connection with the implementation of Infusion Management, or (4) Contractor provides non-standard and additional resources on site at County facilities to work with the County Work Groups to address systemic issues identified relating to completion of Decision Design Matrix or Data Collection Workbook (e.g., time management, complexity, facilities, tools, materials) and its Learning Services Consultant or other non-standard on site resources as determined necessary to support the Project through the governance process defined in Exhibit A.2 (Project Initiation Statement of Work).

Approved Supplemental Travel shall include reimbursement of airfare, parking, mileage, rental cars, taxi, fuel, tolls, lodging, and per diem Approved by County in advance of the expenditures and the reimbursement shall be subject to, and shall not exceed, the expenditure limits set forth for County personnel in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, and as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.

2.2. Recurring Monthly Fees

This Exhibit C (Fees; Contractor Professional Services Rates) sets forth the timing and amounts of the Recurring Monthly Fees. The total Recurring Monthly Fees amount as of the Effective Date of One Hundred Twenty Million, Five Hundred Seventy-One Thousand, Two Hundred Twenty-Six Dollars (\$120,571,226) as reflected on Exhibit C.2 (Milestone Payments Table) under Total Recurring Monthly Fees through the Initial Support Term are fixed and are not subject to change except in the event of an Approved Physical Growth Event or a Use Reconciliation after Contract Year 5 and Contract Year 7. The Recurring Monthly Fees amount as of the Effective Date of Seventy-Nine Million, Six Hundred Forty-One Thousand, Six Hundred Five Dollars (\$79,641,605) from the first Renewal Term through the Term are fixed and are not subject to change except in the event of (1) an Approved Physical Growth Event, (2) a Use Reconciliation after Contract Year 10 and after Contract Year 15, if applicable, or (3) a Contract Year 10 Cost of Living Adjustment. The Recurring Monthly Fees were negotiated between Contractor and County as a material condition under this Agreement to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Services (Includes Implementation Services, AMS Services, Support Services, Hosting Services), Hardware, Hosting Software, and Hosting Environment; subject only to the Authorized Billing and Payment Mechanisms and Use Reconciliation. The Total Recurring Monthly Fees have been amended subsequent to the Effective Date by the Change Orders and Amendments to the Agreement.

2.2.1. Use Reconciliation

After the completion of the fifth (5th), seventh (7th), tenth (10th), fifteenth (15th), and eighteenth (18th) Contract Years, and in a Contract Year following an Approved Physical Growth Event, Contractor may request in writing within sixty (60) days of the beginning of the applicable Contract Year, a Use Reconciliation to occur during the first calendar quarter of the applicable Contract Year. The results of the Use Reconciliation will be applied as of the first (1st) day of the Contract Year in which the Use Reconciliation takes place.

2.2.1.1. Use Reconciliations for Specific Products

Except as to the first paragraph of Section 2.2.1 (Use Reconciliation), above, the remaining provisions of that paragraph are hereby restated and amended as follows:

2.2.1.1.1. Use Reconciliations for ePrescribe

Due to the potential higher volatility in the County's use of ePrescribe as compared to other Integral Third-Party Software or Third-Party Products, and because the cost of ePrescribe is passed through by Contractor to County

without mark-up, County has agreed to a more frequent Use Reconciliation schedule for ePrescribe. County's use of ePrescribe will be evaluated annually after the first Use Reconciliation and throughout the Support Term (and Contractor may request one additional Use Reconciliation in a Contract Year if there is an increase in use by County of twenty percent (20%) or greater that occurs between one annual ePrescribe Use Reconciliation and the next).

2.2.1.1.2. Use Reconciliations for ePrescribe for Controlled Substances

Due to the potential higher volatility in the County's use of ePrescribe for Controlled Substances as compared to other Integral Third-Party Software or Third-Party Products, and because the cost of ePrescribe for Controlled Substances is passed through by Contractor to County without mark-up, County has agreed to a more frequent Use Reconciliation schedule for ePrescribe for Controlled Substances. County's use of ePrescribe for Controlled Substances will be evaluated annually after the first Use Reconciliation and throughout the Support Term (and Contractor may request one additional Use Reconciliation in a Contract Year if there is an increase in use by County of twenty percent (20%) or greater that occurs between one annual ePrescribe for Controlled Substances Use Reconciliation and the next).

2.2.1.1.3. Use Reconciliations for Contractor Address Validation

Because the cost of the Contractor Address Validation solutions is passed through by Contractor to County without mark-up, County has agreed to a more frequent Use Reconciliation schedule for the Contractor Address Validation solutions. County's use of the Contractor Address Validation solutions may be evaluated by Contractor annually during the first calendar quarter of each Contract Year following the Second Amendment Date.

2.2.1.1.4. Use Reconciliations for Phase 2 HealthIntent Modules

County has agreed to a more frequent Use Reconciliation schedule for the Phase 2 HealthIntent Modules. County's use of the Phase 2 HealthIntent Modules will be evaluated annually during the Phase 2 HealthIntent Modules Term. County's use of the Phase 2 HealthIntent Modules may be evaluated by Contractor annually during the first calendar quarter of each Contract Year beginning July 1, 2018.

2.2.1.1.5. Use Reconciliations for Etreby

County has agreed to a more frequent Use Reconciliation schedule for Etreby. County's use of Etreby will be evaluated annually during the first calendar quarter of each Contract Year beginning January 1, 2018.

2.2.1.1.6. Use Reconciliations for OPENLink

County and Contractor have agreed to a different Use Reconciliation schedule for OPENLink, and County's use of OPENLink may be evaluated by Contractor after completion of the seventh (7th), tenth (10th), fifteenth (15th), and eighteenth (18th) Contract Years, and in a Contract Year following an Approved Physical Growth Event, in accordance with the process provided above.

2.2.1.1.7. Use Reconciliations for the Acuity, Scheduling, and Time System

County and Contractor have agreed to a different Use Reconciliation schedule for (i) the Scheduling Functionality for Patient-Facing Users, and (ii) the Timekeeping Functionality. County's use of the (i) and (ii) may be evaluated by Contractor (a) after the completion of the twelfth (12th), fourteenth (14th), and sixteenth (16th) Contract Years (i.e., the Contract Years ending on December 31, 2024, December 31, 2026, and December 31, 2028, respectively), (b) once after each Approved Physical Growth Event during the first calendar quarter following Productive Use of the Acuity, Scheduling, and Time System by the entity triggering the Approved Physical Growth Event (the results of this Use Reconciliation will be applied as of the first (1st) day of the first (1st) month following Productive Use of the Acuity, Scheduling, and Time System by the entity triggering the Approved Physical Growth Event), and (c) once after each cumulative increase of five percent (5%) or more of the applicable Baseline Use Metric for (i) the Scheduling Functionality for Patient-Facing Users or (ii) the Timekeeping Functionality, sustained for six (6) months, since the prior applicable Use Reconciliation (the results of this Use Reconciliation will be applied as of the first (1st) day of the first (1st) month following the sustained cumulative increase of the applicable Baseline Use Metric triggering such Use Reconciliation).

2.2.1.1.8. Use Reconciliations for Clock Hardware

County and Contractor have agreed to a more frequent Use Reconciliation schedule for Clock Hardware. County's use of Clock Hardware may be evaluated by Contractor (a) annually during the first calendar quarter of each Contract Year following the date that is one (1) year after Final Acceptance of the Services set forth under Exhibit A.66 (Acuity, Scheduling, and Time Statement of Work) to the Agreement, and (b) once after each cumulative increase of fifty (50) or more clocks since the prior Use Reconciliation for Clock Hardware (the results of this Use Reconciliation will be applied as of the Billing Start Date for each item of Clock Hardware as defined in Section 2.2 (Lease) of Exhibit A.66.5 (Clock Hardware Lease and Support Services)).

2.2.1.1.9. Use Reconciliations for Patient Support Help Desk for Video Visits and the Patient Portal

County has agreed to a more frequent Use Reconciliation schedule for the Patient Support Help Desk for Video Visits and the Patient Portal. Use Reconciliations for the Patient Support Help Desk for Video Visits and the Patient Portal may occur pursuant to Section 2.2.1 (Use Reconciliation) annually during the Term after the completion of the tenth (10th) Contract Year.

2.2.1.1.10. Use Reconciliations for Text Automations for Patient Communications

County has agreed to a more frequent Use Reconciliation schedule for the Text Automations for Patient Communications. Use Reconciliations for the Text Automations for Patient Communications may occur pursuant to Section 2.2.1 (Use Reconciliation) annually during the Term after the completion of the tenth (10th) Contract Year.

2.2.1.1.11. Use Reconciliations for Unified Consumer Communications and HealthLife Base Notifications

County has agreed to a more frequent Use Reconciliation schedule for Unified Consumer Communications and HealthLife Base Notifications. Use Reconciliations for Unified Consumer Communications and HealthLife Base Notifications may occur pursuant to Section 2.2.1 (Use Reconciliation) after the completion of the fifth (5th), seventh (7th), tenth (10th), twelfth (12th), fifteenth (15th), and eighteenth (18th) Contract Years.

2.2.1.1.12. Use Reconciliations for APR-DRG

Because the cost of the APR-DRG solutions is passed through by Contractor to County without mark-up, County has agreed to a more frequent Use Reconciliation schedule for the APR-DRG solutions. County's use of the APR-DRG solutions may be evaluated by Contractor annually during the first calendar quarter of each Contract Year beginning on January 1, 2025.

2.2.1.1.13. Use Reconciliations for Dragon Medical One (DMO)

County has agreed to a more frequent Use Reconciliation schedule for the DMO Citrix Solutions. Use Reconciliations for the DMO Citrix Solutions may occur pursuant to Section 2.2.1 (Use Reconciliation) annually during the Term after the completion of the thirteenth (13th) Contract Year (i.e., after the completion of the Contract Year ending December 31, 2025).

2.2.1.1.14. Multimedia Management and Archival – Annual Gigabytes

County has agreed to a more frequent Use Reconciliation schedule for Multimedia Management and Archival – Annual Gigabytes solutions. Use Reconciliations for Multimedia Management and Archival – Annual Gigabytes may occur pursuant to Section 2.2.1 (Use Reconciliation) annually during the Term after the completion of the thirteenth (13th) Contract Year (i.e., after the completion of the Contract Year ending December 31, 2025).

2.2.1.1.15. Oracle Health Enterprise Document Management

County has agreed to a more frequent Use Reconciliation schedule for Oracle Health Document Management – Concurrent User (B100131), Advanced Capture Concurrent Full User – EACH (B101934), Advanced Capture Imaging Volume - 10K – EACH (B101935), and Oracle Health Patient Electronic Signature – Forms (B100081) (the “**Oracle Health Enterprise Document Management Solutions**”). Use Reconciliations for the Oracle Health Enterprise

Document Management Solutions may occur pursuant to Section 2.2.1 (Use Reconciliation) annually during the Term unless otherwise agreed upon by both Parties.

2.2.1.2. Use Reconciliation Calculation

The Use Reconciliation is intended to capture additional infrastructure costs to Contractor that arise in connection with expanded use or consumption by County of the EHR System. The Use Reconciliation will be accomplished by comparing the baseline use and consumption metrics as to the EHR System components specified in the table in Section 2.2.2 (Baseline Use Metrics) (the “**Baseline Use Metrics**”) against County’s actual use and consumption metrics measured in accordance with the table in Section 2.2.2 (Baseline Use Metrics). After the completion of any Use Reconciliation, in the event County’s then-current use exceeds the baseline use metrics in an amount that triggers a “**Reconciliation Adjustment**” to the Recurring Monthly Fee as provided below, the then-current use metrics shall become the new baseline use metrics for any subsequent Use Reconciliation.

2.2.1.3. Use Reconciliations for IVR

As to IVR (Twilio) for Time & Attendance (as used in this Section 2.2.1.3 (Use Reconciliations for IVR), “**IVR**”), Use Reconciliations are intended to adjust the fees paid by County to reflect the County’s actual consumption based on per-transaction costs. Use Reconciliations for IVR will be solely as provided in this Section 2.2.1.3 (Use Reconciliation for IVR).

Use Reconciliations for IVR shall occur during the first calendar quarter of each Contract Year following the Amendment 15 Date, and shall be determined by comparing the Annual Baseline Use Metric for IVR specified in Section 2.2.1.3.3 (IVR Annual Baseline Use Metric and Cost Per Transaction) (the “**IVR Baseline Use Metric**”) against the County’s actual use of IVR during the Contract Year prior to the Use Reconciliation (the “**Actual Annual IVR Use**”). The difference between the IVR Baseline Use Metric and the Actual Annual IVR Use is the “**IVR Use Differential.**”

For each Use Reconciliation of IVR, Contractor shall calculate the “**Prior Year IVR Usage Adjustment**” by multiplying the IVR Use Differential by the applicable cost per transaction for IVR set forth in Section 2.2.1.3.3 (IVR Annual Baseline Use Metric and Cost Per Transaction). If the Actual Annual IVR Use exceeded the IVR Baseline Use Metric, Contractor will submit a one-time invoice to County in the amount of the Prior Year IVR Usage Adjustment, and if the Actual Annual IVR Use was less than the IVR Baseline Use Metric, Contractor will issue a one-time credit to County in the amount of the Prior Year IVR Usage Adjustment.

Unless otherwise agreed to by the Parties, in the event the Actual Annual IVR Use exceeds or is less than the IVR Baseline Use Metric, the Actual Annual IVR Use shall become the new IVR Baseline Use Metric for any subsequent Use Reconciliation of IVR, and the Recurring Monthly Fee for IVR shall be adjusted to the Actual Annual IVR Use in accordance with the applicable cost per transaction set forth in Section 2.2.1.3.3 (IVR Annual Baseline Use Metric and Cost Per Transaction).

2.2.1.3.1. Incomplete Contract Year IVR Use Reconciliation Adjustment

As to any Use Reconciliation for IVR where the County used IVR for less than a full Contract Year, (1) the IVR Baseline Use Metric used to calculate the IVR Use Differential shall be prorated (decreased) based on the number of days in the Contract Year that County actually used IVR, and (2) the Actual Annual IVR Use used to determine the new IVR Baseline Use Metric shall be prorated (increased) based on the length of the entire Contract Year (three hundred sixty-five (365) days).

2.2.1.3.2. Expiration or Termination IVR Use Reconciliation Adjustment

Upon the expiration or termination of this Agreement, Contractor shall calculate a final Prior Year IVR Usage Adjustment. If the Actual Annual IVR Use exceeded the IVR Baseline Use Metric, Contractor will submit a one-time invoice to County in the amount of the Prior Year IVR Usage Adjustment, and if the Actual Annual IVR Use was less than the IVR Baseline Use Metric, Contractor will return to County the excess fees paid by County for IVR pursuant to Section 29.7(d) of the Agreement.

2.2.1.3.3. IVR Annual Baseline Use Metric and Cost Per Transaction

Annual Baseline Use Metric for IVR	Cost Per Minute for IVR
12,000 IVR minutes used in the County’s production environment	[REDACTED]

2.2.1.3.4. IVR Use Reconciliation Example

- (A) During the first quarter of the 11th Contract Year, a Use Reconciliation is triggered for IVR.
- (B) Contractor determines that County’s actual use of IVR during the 10th Contract Year was eleven thousand (11,000) minutes. This is the Actual Annual IVR Use for this Use Reconciliation.
- (C) Based on the results of the Use Reconciliation for the prior Contract Year, the applicable IVR Baseline Use Metric for IVR is ten thousand (10,000) minutes (i.e., the Actual Annual IVR Use during the 9th Contract Year was ten thousand (10,000) minutes).
- (D) The IVR Use Differential is one thousand (1,000) minutes.
- (E) The Prior Year IVR Usage Adjustment, calculated by multiplying the IVR Use Differential of one thousand (1,000) minutes by the [REDACTED] cost per transaction set forth in Section 2.2.1.3.3 (IVR Annual Baseline Use Metric and Cost Per Transaction), is [REDACTED].
- (F) Because the Actual Annual IVR Use exceeded the IVR Baseline Use Metric, Contractor will submit a one-time invoice to County in the amount of the Prior Year IVR Usage Adjustment (one hundred dollars (\$100)).
- (G) The new Annual Baseline Use Metric for IVR (for the following Contract Year’s Use Reconciliation) is increased to eleven thousand (11,000) minutes, and the Recurring Monthly Fee for IVR is adjusted to [REDACTED] [REDACTED] (calculated by multiplying the Actual Annual IVR Use of eleven thousand (11,000) minutes by the [REDACTED] cost per transaction set forth in Section 2.2.1.3.3 (IVR Annual Baseline Use Metric and Cost Per Transaction), divided by twelve (12)).

2.2.1.4. Use Reconciliations for Transaction-Based Products

As to the Modules set forth in the table in Section 2.2.1.4.3 (Baseline Use Metrics for Transaction-Based Products) (the “**Transaction-Based Products**”), Use Reconciliations are intended to adjust the fees paid by County to reflect the County’s actual consumption of the Transaction-Based Products based on per-transaction costs for each Transaction-Based Product. Use Reconciliations for the Transaction-Based Products will be solely as provided in this Section 2.2.1.4 (Use Reconciliation for Transaction-Based Products). Two types of Use Reconciliations shall apply to the Transaction-Based Products: (1) “**True-Up Use Reconciliations**” as described in Section 2.2.1.4.2 (True-Up Use Reconciliations), and (2) “**Estimated Fee Adjustment Use Reconciliations**” as described in Section 2.2.1.4.4 (Estimated Fee Adjustment Use Reconciliations).

2.2.1.4.1. Transaction-Based Product Invoices

Following the Productive Use of each Transaction-Based Product, Contractor shall invoice County for its use of that Transaction-Based Product monthly in arrears, with each such invoice calculated by multiplying:

- (i) the “**Monthly Baseline Use Metric**” for that Transaction-Based Product specified in Section 2.2.1.4.3 (Baseline Use Metrics for Transaction-Based Products); and
- (ii) the “**Per Transaction Cost**” for that Transaction-Based Product specified in Section 2.2.1.4.3 (Baseline Use Metrics for Transaction-Based Products).

2.2.1.4.2. True-Up Use Reconciliations

True-Up Use Reconciliations for each Transaction-Based Product shall occur as of the first day of each calendar quarter following Productive Use of the Transaction-Based Product. For each True-Up Use Reconciliation, Contractor shall calculate the “**Prior Quarter Reconciliation Adjustment**” as follows:

- (A) Contractor shall calculate the **“Calendar Quarter Invoiced Amount”** for the calendar quarter then most recently ended by multiplying:
- (i) the Monthly Baseline Use Metric for that Transaction-Based Product;
 - (ii) the Per Transaction Cost for that Transaction-Based Product; and
 - (iii) the number of months during the applicable calendar quarter for which Contractor invoiced County for the Transaction-Based Product pursuant to Section 2.2.1.4.1 (Transaction-Based Product Invoices).
- (B) Contractor shall calculate the **“Calendar Quarter Actuals-Based Fee”** for the calendar quarter then most recently ended by multiplying:
- (i) the County’s actual consumption of the Transaction-Based Product during the applicable calendar quarter, calculated as the sum of each **“Monthly Transaction Measure”** for that calendar quarter as measured pursuant to Section 2.2.1.4.3 (Baseline Use Metrics for Transaction-Based Products); and
 - (ii) the Per Transaction Cost for that Transaction-Based Product.
- (C) Contractor shall calculate the **“Calendar Quarter True-Up Amount”** by taking the difference between the Calendar Quarter Invoiced Amount and the Calendar Quarter Actuals-Based Fee.

As to True-Up Use Reconciliations where the Calendar Quarter Invoiced Amount is less than the Calendar Quarter Actuals-Based Fee, Contractor will submit a one-time invoice to County in the amount of the Calendar Quarter True-Up Amount, and if the Calendar Quarter Invoiced Amount is greater than the Calendar Quarter Actuals-Based Fee, Contractor will issue a one-time credit to County in the amount of the Calendar Quarter True-Up Amount.

2.2.1.4.3. Baseline Use Metrics for Transaction-Based Products

No.	Transaction-Based Product	Monthly Transaction Measure	Monthly Baseline Use Metric	Per Transaction Cost
1.	Cerner Eligibility and Benefits Verification	The number of “Standard Eligibility Responses,” which shall be measured based on the total number of completed eligibility verification requests that were initiated by County in the applicable calendar month for payers that are supported by the Cerner Eligibility and Benefits Verification Module. Subsequent eligibility verification requests for the same patient and payer after the first request initiated by County will not be included in that month’s Standard Eligibility Response count if the result remains cached, based on County’s design decisions during implementation as to the duration of caching. The Standard Eligibility Response count shall be reported by Contractor each month per the number of eligibility verification requests marked with a “Response Status” of “Complete” as set forth in Exhibit NN.1 (Standard Eligibility Response Report).		
2.	Premium Eligibility Verification Service	The number of “Enhanced Eligibility Responses,” which shall be measured based on the total number of completed eligibility verification requests that were initiated by County in the applicable calendar month for payers that are		

No.	Transaction-Based Product	Monthly Transaction Measure	Monthly Baseline Use Metric	Per Transaction Cost
		supported by the Premium Eligibility Verification Service Module, including eligibility verification requests that are initiated by payer “chaining” (i.e., subsequent eligibility verification requests for the same patient that are triggered and automatically performed when an eligibility verification request for one payer indicates that the patient may have coverage under another payer). Subsequent eligibility verification requests for the same patient and payer after the first request initiated by County will not be included in that month’s Enhanced Eligibility Response count if the result remains cached, based on County’s design decisions during implementation as to the duration of caching. The Enhanced Eligibility Response count shall be reported by Contractor each month per the number of eligibility verification requests marked as a “Billable Transaction” as set forth in the “Transaction Billing Summary” table in Exhibit NN.2 (Enhanced Eligibility Response Report).		
3.	Coverage Discovery	The number of “Coverage Discovery Responses,” which shall be measured based on the total number of completed coverage discovery requests that were initiated by County in the applicable calendar month using the Coverage Discovery Module. The Coverage Discovery Response count shall be reported by Contractor each month per the number of coverage discovery requests marked as a “Unique Account Set” as set forth in Exhibit NN.3 (Coverage Discovery Response Report).		

2.2.1.4.4. Estimated Fee Adjustment Use Reconciliations

In connection with each Use Reconciliation occurring after the completion of the tenth (10th), fifteenth (15th), and eighteenth (18th) Contract Years as described in Section 2.2.1 (Use Reconciliations), the Monthly Baseline Use Metric for each Transaction-Based Product shall be amended under the Amendment implementing such Use Reconciliation, with the new Monthly Baseline Use Metric calculated as the average of the Monthly Transaction Measure in the twelve (12) months preceding such Amendment.

2.2.1.5. 2018 Use Reconciliation

The Baseline Use Metrics table in Section 2.2.2 (Baseline Use Metrics), below, and Section 2.2.4 (Ratio Protection), below, have been amended to reflect (1) the Use Reconciliation to be applied as of the first (1st) day of the fifth (5th) Contract Year of the Agreement (as used herein, the “**2018 Use Reconciliation**”); and (2) the County Users and Peak Average Concurrent Users added under the Jail Health Information System Agreement, dated as of November 12, 2012 (as used herein, the “**JHIS Agreement**”), as amended by Amendment No. 2 thereto, dated as of November 20, 2017 (as used herein, the “**JHIS Extension Amendment**”). For reference purposes to inform future Use Reconciliations only, the worksheet used by the Parties to calculate the 2018 Use Reconciliation is attached hereto as Exhibit KK.1 (2018 Use Reconciliation Worksheet). For the avoidance of doubt, (i) all fees to be paid by County in

connection with the 2018 Use Reconciliation shall be shall be paid by County from the Pool Dollars set forth under this Exhibit C (Fees; Contractor Professional Services Rates), and (ii) nothing in this Section 2.2.1.5 (2018 Use Reconciliation) shall be construed to modify the Contract Sum under the Agreement.

2.2.1.6. 2020 Use Reconciliation

The Baseline Use Metrics table in Section 2.2.2 (Baseline Use Metrics), below, has been amended to reflect the Use Reconciliation to be applied as of the first (1st) day of the seventh (7th) Contract Year of the Agreement (as used herein, the “**2020 Use Reconciliation**”). For reference purposes to inform future Use Reconciliations only, the worksheet used by the Parties to calculate the 2020 Use Reconciliation is attached hereto as Exhibit KK.2 (2020 Use Reconciliation Worksheet). For the avoidance of doubt, (i) all fees to be paid by County in connection with the 2020 Use Reconciliation shall be shall be paid by County from the Pool Dollars set forth under this Exhibit C (Fees; Contractor Professional Services Rates), and (ii) nothing in this Section 2.2.1.6 (2020 Use Reconciliation) shall be construed to modify the Contract Sum under the Agreement.

2.2.1.7. 2023 Use Reconciliation

The Baseline Use Metrics table in Section 2.2.2 (Baseline Use Metrics), below, has been amended to reflect (1) the Use Reconciliation to be applied as of the first (1st) day of the tenth (10th) Contract Year of the Agreement (as used herein, the “**2023 Use Reconciliation**”); and (2) the removal of the County Users and Peak Average Concurrent Users that were previously added in connection with the 2018 Use Reconciliation (as described in Section 2.2.1.5 (2018 Use Reconciliation), above), but which are being removed pursuant to Amendment 23 to the Agreement. For reference purposes to inform future Use Reconciliations only, the worksheet used by the Parties to calculate the 2023 Use Reconciliation is attached hereto as Exhibit KK.3 (2023 Use Reconciliation Worksheet). For the avoidance of doubt, (i) all fees to be paid by County in connection with the 2023 Use Reconciliation shall be shall be paid by County from the Pool Dollars set forth under this Exhibit C (Fees; Contractor Professional Services Rates), and (ii) nothing in this Section 2.2.1.7 (2023 Use Reconciliation) shall be construed to modify the Contract Sum under the Agreement.

2.2.2. Baseline Use Metrics

[Table provided on the following page]

No.	Item Subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Additional Use Unit Increment(s)	Additional One-Time Fees	Additional Recurring Monthly Fee
1.	Hosting Services based on Peak Average Concurrent Users	7,907 Peak Average Concurrent Users	Peak Average Concurrent Users in excess of 7,907 for three (3) consecutive months in one (1) Contract Year	Every 10 over 7,907 Peak Average Concurrent Users. Subject to the provisions of Section 2.2.4 (Ratio Protection) the method for calculating the payment adjustment based on a Peak Average Concurrent User increase is illustrated by the following example. Assuming the then current Use Baseline is 7,907 Peak Average Concurrent Users and actual Peak Average Concurrent Users as determined by Contractor's measurement tools, and as reported to County on a monthly basis, is 8,407, and there is no ratio protection issue, the monthly recurring Hosting Services Fee will be increased by $((500 \text{ Peak Average Concurrent Users} / 10) \times \text{[REDACTED]})$ and there will be a one-time charge of $(500/10) \times \text{[REDACTED]}$.		
2.	Multimedia Management and Archival – Annual Gigabytes every Contract Year	37.8 Terabytes ("TB") as of the Change Order BZ Date, and up to 37.8 TB of Image and Media Storage for each Contract Year. This Use Baseline is annual usage for each Contract Year. *For clarity, as of the Change Order BZ Date, all "Multimedia Management and Archival – Annual Gigabytes" line items are included in the 37.8 TB total storage baseline metric for the monthly fees of [REDACTED] per month.	Annual Image Storage usage exceeds the 37.8 TBs available for any Contract Year.	One (1) TB image storage annually.		
3.	CareAware iBus Servers	5,000 Device Connections There are 1,000 Device Connections per production server pair. For the 3,000 device connections, there are (9) CareAware iBus Servers, including (6) Production Servers and (3) Test Servers.	Expansion beyond 5,000 device connections will require the addition of 2 CareAware iBus Servers to accommodate an incremental 1,000 device connections.	Two (2) Servers (per 1,000 additional device connections)		
4.	PowerInsight Web/Bus. Objects Servers	100 Peak Concurrent Users of PowerInsight Five (5) Web/Business Objects Servers (4 production and 1 test) (estimated to support up to 100 Peak Concurrent Users of PowerInsight).	Expansion beyond 100 Peak Concurrent Users of PowerInsight will require the addition of 1 Web/Business Objects Servers to accommodate an incremental 25 Peak Concurrent Users of PowerInsight	One (1) Web/Bus. Objects Server per 25 additional Peak Concurrent Users of PowerInsight		

No.	Item Subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Additional Use Unit Increment(s)	Additional One-Time Fees	Additional Recurring Monthly Fee
5.	7x24 Client Site Downtime Viewer Servers	600 Client-owned, on-site workstations that receive updates from 7x24 DT Viewer servers For 200 Client-owned, on-site workstations there are (3) Servers, including (2) Prod Servers and (1) Test Server. Each production server supports up to 100 workstations.	Expansion beyond 600 client-owned on-site workstations that receive updates from 7x24 DT Viewer servers will require the addition of 1 Client Site Downtime Viewer Server to accommodate an incremental 100 workstations.	One (1) Server per 100 additional workstations that receive updates from 7x24 DT Viewer servers		
6.	7x24 Read-Only Concurrent Users	2,250 Peak Concurrent Users of the 7x24 Read-Only System	Use in excess of 2,250 Peak Concurrent Users of the 7x24 Read-Only System	One hundred (100) additional Peak Concurrent Users of the 7x24 Read-Only System		
7.	ePrescribe	3,049 Average number uniquely identified Providers, eprescribing per month, as calculated over a calendar quarter (A health professional who uses ePrescribe to write prescriptions; physicians (M.D., D.O.), physicians' assistants; or other advanced practitioners.)	Use in excess of 3,049 Average number uniquely identified Providers, eprescribing per month, as calculated over a calendar quarter, provided the parties do not attribute such increase to a seasonal aberrancy.	One (1) additional uniquely identified Provider, eprescribing per month		
8.	Restricted Third-Party Pass-Through Bundle The following is a limited list of third-party software that will be subject to Use Reconciliation as an aggregated amount covering each of the Approved third-party items below. Notwithstanding the foregoing, these items will not be considered in a Use Reconciliation that occurs in a Contract Year following an Approved Physical Growth Event because third-party software is otherwise accounted for as Approved Physical Growth Event Expansion Pricing. <ul style="list-style-type: none"> ▪ Cerner Post Acute Referrals ▪ EK for Rehab – Inpatient ▪ EK for Rehab) – Outpatient ▪ Krames HealthSheets – Inpatient ▪ Krames HealthSheets Physician Office ▪ Krames HealthSheets Outpatient Clinic ▪ Krames ExitWriter ED ▪ ED Coding Subscription 	Per the Hosting Services based on Peak Average Concurrent Users described above	Per the Hosting Services based on Peak Average Concurrent Users described above	Per the Hosting Services based on Peak Average Concurrent Users described above		

No.	Item Subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Additional Use Unit Increment(s)	Additional One-Time Fees	Additional Recurring Monthly Fee
9.	Provided PS Sentinel is used with the EHR System	Not Applicable	Not Applicable	Not Applicable		
10.	Address Validation	225,000 transactions per month (2,700,000 transactions per Contract Year)	Use in excess of the applicable number of transactions as calculated over a Contract Year	11,250 transactions per month		
11.	HealtheIntent: HealtheRegistries	274 FTE of Empanelable Providers	FTE of Empanelable Providers exceeds 295	25 FTE		
12.	HealtheIntent: HealtheRegistries	Average panel size of 2,161 patients per Empanelable FTE	Average panel size exceeds 2,200 patients per Empanelable FTE	200 patients/ FTE panel		
13.	HealtheCare	150 Care Managers (A Care Manager is the person primarily responsible for creating Outpatient or Ambulatory Care Management Plans.)	Number of Care Managers exceeds 150	15 Care Managers		
14.	Peak Concurrent Users of Etreby	306 Peak Concurrent Users of Etreby	Peak Average Concurrent Users of Etreby in excess of 315 for three (3) consecutive months in one (1) Contract Year	10 Peak Concurrent Users of Etreby		
15.	Etreby Pharmacy Orders	4,000,000 pharmacy orders per Contract Year	Use in excess of the applicable number of pharmacy orders as calculated over a Contract Year	10,000 Pharmacy Orders Per Month		
16.	OPENLink Subscription	800 Interfaces (For the purpose of this calculation, a one-way interface counts as an Interface, a two-way interface counts as two Interfaces, and production, non-production, and certification Interfaces each count separately)	Number of Interfaces exceeds 800	400 Interfaces		
17.	ePrescribe for Controlled Substances	5,260 Average number uniquely identified Providers, eprescribing controlled substance per month, as calculated over a calendar quarter (A health professional who uses ePrescribe to write prescriptions for controlled substances; physicians (M.D., D.O.), physicians' assistants; or other advanced practitioners.)	Use in excess of 5,260 Average number uniquely identified Providers, eprescribing controlled substances per month, as calculated over a calendar quarter, provided the parties do not attribute such increase to a seasonal aberrancy.	One (1) additional uniquely identified Provider, eprescribing controlled substances per month		
18.	Acuity, Scheduling, and Time System (Scheduling Functionality for Patient-Facing Users)	16,286 Average Patient-Facing Users as defined in Section 2.2.3.1.4 (Average Patient-Facing Users), below	Average Patient-Facing Users in excess of 16,286 for any three (3) consecutive months in the Contract Year preceding the Use Reconciliation, or as to any Use Reconciliation triggered pursuant to Section 2.2.1.1.7(b) or 2.2.1.1.7(c), for any three (3)	Every fifty (50) Average Patient-Facing Users in excess of 16,286 Average Patient-Facing Users.		

No.	Item Subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Additional Use Unit Increment(s)	Additional One-Time Fees	Additional Recurring Monthly Fee
			consecutive months in the twelve (12) month period preceding the Use Reconciliation.			
19.	Acuity, Scheduling, and Time System (Timekeeping Functionality)	24,255 Timekeeping Functionality Users as defined in Section 2.2.3.1.3 (Timekeeping Functionality Users), below	Timekeeping Functionality Users in excess of 24,255 for any three (3) consecutive months in the Contract Year preceding the Use Reconciliation, or as to any Use Reconciliation triggered pursuant to Section 2.2.1.1.7(b) or 2.2.1.1.7(c), for any three (3) consecutive Reconciliation Months in the twelve (12) month period preceding the Use Reconciliation.	Every fifty (50) Timekeeping Functionality Users in excess of 24,255 Timekeeping Functionality Users.		
20.	Acuity, Scheduling, and Time System (Clock Hardware)	911* Clock Hardware units installed and operating in the County's production environment and on-site in County's spare depots	The number of Clock Hardware units exceeds 911 as of the day that the results of the Use Reconciliation are applied.	One (1) Clock Hardware unit		
21.	Patient Support Help Desk for Video Visits and the Patient Portal	72,288 Active County Patient Portal Users as defined in Section 2.2.3.1.5 (Active County Patient Portal Users), below	Active County Patient Portal Users in excess of 72,288 in the consecutive twelve (12) month period preceding the Use Reconciliation.	One hundred (100) Active County Patient Portal Users		
22.	Text Automations for Patient Communications	20 Automations operating in the County's production environment (for purposes of determining the number of Automations, one Automation operating in multiple languages will only be counted as a single Automation)	Automations in excess of 20 as of the effective date of the Use Reconciliation.	Five (5) Automations		
23.	Unified Consumer Communications and HealthLife Base Notifications	2,100,000 Combined Annual Admissions and Outpatient Visits	Combined Annual Admissions and Outpatient Visits in excess of 2,500,000 in the consecutive	Five hundred thousand (500,000) Combined Annual Admissions and Outpatient Visits in excess of 2,500,000		

No.	Item Subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Additional Use Unit Increment(s)	Additional One-Time Fees	Additional Recurring Monthly Fee										
			twelve (12) month period preceding the Use Reconciliation.													
24.	APR-DRG	<p>The Baseline Use Metric for each County hospital Location is as set forth below.</p> <table border="1" data-bbox="472 305 848 703"> <thead> <tr> <th data-bbox="472 305 661 370">County Hospital Location</th> <th data-bbox="661 305 848 370">Annual Admissions</th> </tr> </thead> <tbody> <tr> <td data-bbox="472 370 661 459">Los Angeles General Medical Center</td> <td data-bbox="661 370 848 459">23,013</td> </tr> <tr> <td data-bbox="472 459 661 524">Harbor-UCLA Medical Center</td> <td data-bbox="661 459 848 524">14,941</td> </tr> <tr> <td data-bbox="472 524 661 589">Olive View-UCLA Medical Center</td> <td data-bbox="661 524 848 589">8,792</td> </tr> <tr> <td data-bbox="472 589 661 703">Rancho Los Amigos National Rehabilitation Center</td> <td data-bbox="661 589 848 703">2,602</td> </tr> </tbody> </table>	County Hospital Location	Annual Admissions	Los Angeles General Medical Center	23,013	Harbor-UCLA Medical Center	14,941	Olive View-UCLA Medical Center	8,792	Rancho Los Amigos National Rehabilitation Center	2,602	The annual admissions for any County hospital Location, measured over the consecutive twelve (12) month period preceding the Use Reconciliation, fall in a different pricing tier (whether higher or lower) as set forth in the column to the right.			
County Hospital Location	Annual Admissions															
Los Angeles General Medical Center	23,013															
Harbor-UCLA Medical Center	14,941															
Olive View-UCLA Medical Center	8,792															
Rancho Los Amigos National Rehabilitation Center	2,602															

No.	Item Subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Additional Use Unit Increment(s)	Additional One-Time Fees	Additional Recurring Monthly Fee
25.	Active Users of DMO	5,500 Active Users of DMO	Active Users of DMO in excess of 5,500 for three (3) consecutive months in one (1) Contract Year	200 Active Users of DMO		
26.	Oracle Health Document Management – Concurrent User – B100131	1,010 Concurrent Users	Concurrent Users of Oracle Health Document Management in excess of 1,010 for three (3) consecutive months in one (1) Contract Year	10 Concurrent Users of Oracle Health Document Management.		
27.	Advanced Capture Concurrent Full User – EACH – B101934**	86 Concurrent Users accessing the Advanced Capture Platform	Concurrent Users accessing the Advanced Capture Platform in excess of 86	5 Concurrent Users accessing the Advanced Capture Platform		
28.	Advanced Capture Imaging Volume – 10K – EACH – B101935**	4,500,000 annual images batch scanned	Images batch scanned in excess of 4,500,000 in a calendar year.	100,000 images		
29.	Oracle Health Patient Electronic Signature – Forms – B100081	1,225,000 Forms (total number of forms processed per annum, where a form is a document or document image used to collect and record information.	Number of forms signed in excess of 1,225,000 in a calendar year.	30,000 forms		

* In the event that the number of Clock Hardware units initially delivered to County, including to County's spare depots, is less than nine hundred eleven (911), the initial Baseline Use Metric and applicable Recurring Monthly Fee for the Clock Hardware will be adjusted to reflect such actual number of Clock Hardware units initially delivered to County.

** These Advanced Capture Line Items have hard limits on the Baseline Use Metrics that may require more frequent Use Reconciliation.

[Exhibit continued on the following page]

2.2.3. User Definitions

The “**Peak Concurrent Users**” shall mean the highest number of County Users simultaneously logged on through any device to the Hosting Services measured on a daily basis throughout each month. A User connecting a mobile electronic device to the Hosting Services or accessing the Hosting Services via a mobile electronic device or other wireless device will be counted as part of the Peak Concurrent Users. A Concurrent User logon is triggered and counted as part of the Peak Concurrent Users only when a User logs on to the Hosting Services through a device. The only way for a single User to be counted as more than one (1) Concurrent User simultaneous logon is for that User to be logged on to more than one (1) device at the same time. The “**Peak Average Concurrent Users**” is calculated by averaging the Peak Concurrent Users for the ten (10) highest days during a given calendar month.

2.2.3.1. Other Use Metric Definitions

2.2.3.1.1. Peak Concurrent Users of PowerInsight

“**Peak Concurrent Users of PowerInsight**” shall have the same meaning as Peak Concurrent Users, except the measurement is taken separately of users of the PowerInsight application only, and references to “Hosting Services” in the definition shall be deemed to refer to “PowerInsight.”

2.2.3.1.2. Peak Concurrent Users of Etreby

“**Peak Concurrent Users of Etreby**” shall have the same meaning as Peak Concurrent Users, except the measurement is taken separately of users of the OPIS Software Application only, and references to “Hosting Services” in the definition shall be deemed to refer to “RHO.”

2.2.3.1.3. Timekeeping Functionality Users

“**Timekeeping Functionality Users**” shall mean the number of unique County Users that use the Timekeeping Functionality for timekeeping, payroll, or leave purposes in a calendar month, provided that all Timekeeping Functionality Users terminated/deactivated by County shall remain Timekeeping Functionality Users for a thirty (30) day period (unless a longer post-termination/deactivation is requested by County) after termination/deactivation to account for the final, post-termination/deactivation processing of such Timekeeping Functionality User’s data. County Users who solely access the Time and Scheduling System in an administrative or management capacity shall not be counted as Timekeeping Functionality Users. A single County User will not be counted more than once in a calendar month for purposes of calculating the number of Timekeeping Functionality Users. For purposes of Use Reconciliation, the Timekeeping Functionality Users in each month will be determined by subtracting (i) the number of County Employees terminated and Non-County Workforce Users deactivated each month that completed final, post-termination/deactivation processing (per the thirty (30) day or longer period for post-termination/deactivation, as described above) prior to the end of the month; from (ii) the total number of unique County Users within the Timekeeping Functionality (excluding administrative and management Users as described above) for that month.

2.2.3.1.4. Average Patient-Facing Users

The “**Daily Patient-Facing Users**” shall mean the number of unique County Patient-Facing Users in a calendar day who were scheduled within the Acuity, Scheduling, and Time System pursuant to a schedule that was active for such calendar day, measured on a daily basis throughout each month. A single County User will not be counted more than once for purposes of calculating the number of Daily Patient-Facing Users. The “**Average Patient-Facing Users**” is calculated by averaging the Daily Patient-Facing Users for the ten (10) highest days during a given calendar month.

2.2.3.1.5. Active County Patient Portal Users

“**Active County Patient Portal Users**” shall mean the number of unique County Users that accessed the Patient Portal as patients or as prospective patients for any purpose within the applicable measurement period. County Users who solely access the Patient Portal in an administrative or management capacity shall not be counted as Active County Patient Portal Users. A single County User will not be counted more than once in an applicable measurement period for purposes of calculating the number of Active County Patient Portal Users. For purposes of Use Reconciliation, the Active County Patient Portal Users will be measured for the one (1) year period immediately preceding the effective date of the applicable Use Reconciliation.

2.2.3.1.6. Active Users of Dragon Medical One

“Active Users of DMO” shall mean the number of users in a calendar month that have recorded more than zero minutes of dictation, as measured by the Dragon Medical One software and reported via the “User Activity” report within the Dragon Medical One software.

2.2.4. Ratio Protection

As described further below, County has provided Contractor with information reflecting the number of County Users by their role and level of employment (e.g. full time, part time, less than part time). Contractor has used these numbers and its experience providing electronic health records systems to other health care systems to derive the number of County Users against which to apply Contractor’s established concurrent use ratios. Contractor ratios typically range from 5:1 to 4:1, with the 4:1 ratio yielding the highest concurrent user count using Contractor’s ratios.

Contractor has applied a 4:1 ratio to County Users to derive the five thousand, five hundred (5,500) Peak Average Concurrent Users baseline used in the Agreement as of the Effective Date of the Agreement. The number of County Users, the roles of the County Users, and the percentage of time worked by the County Users (e.g., full time, part time greater than fifty percent (50%), part time less than fifty percent (50%)) was provided by the County and is summarized in the DHS EHR Users Summary table (Exhibit C.5 (DHS EHR Users Summary)). Contractor used the information in Exhibit C.5 (DHS EHR Users Summary) and determined that, based on that information, the appropriate number of County Users to utilize to calculate Concurrent Users is twenty-two thousand (22,000) as of the Effective Date of the Agreement.

- (A) In the event there is a Use Reconciliation and the trigger level of Peak Average Concurrent Users required for a price adjustment is met (actual Peak Average Concurrent Users exceeds the then current Use Baseline for Peak Average Concurrent Users as specified in the table in Section 2.2.2 (Baseline Use Metrics)), and the excess Peak Average Concurrent Users is determined to be primarily caused by County’s use of the EHR System at a lower than 4:1 (e.g., 3:1) ratio (and not due to an increase in the number of nominal County Users as determined by the greater of (i) twenty-two thousand (22,000) County Users, or (ii) the number of presumptive County Users), then no price adjustment will result. The ratio is the number of nominal County Users to the Peak Average Concurrent Users. The number of presumptive County Users is derived, as illustrated in the table below, utilizing the applicable numbers as of the Effective Date, from a sum of the then current numbers of users, weighted by the work effort multiplier associated with each work effort category (i.e., full time, half time, and less than half time).

Work Effort Category	Number of Personnel	Work Effort Multiplier	Presumptive County Users
Presumptive County Users as of the Effective Date of the Agreement			
Full Time Personnel with Access	21,758	0.9	19,582
Half Time Personnel with Access	2,188	0.45	985
Less than Half time Personnel with Access	5,185	0.18	933
Total Presumptive County Users			21,500

- (B) In the event the cause of the excess Peak Average Concurrent Users is determined to be caused both by County’s use of the EHR System at a lower than 4:1 (e.g., 3:1) ratio and by an increase in the number of nominal County Users as determined by the greater of twenty-two thousand (22,000) or the number of presumptive County Users (calculated as provided in Section 2.2.4(A) above), County will pay one-half (1/2) of any price adjustment triggered by such Peak Average Concurrent Users.
- (C) In the event the cause of the excess Peak Average Concurrent Users is determined to be caused only by an increase in number of nominal County Users as determined by the greater of twenty-two thousand (22,000) or the number of presumptive County Users (calculated as provided in Section 2.2.4(A) above), any price adjustment will be in accordance with this Sections 2.2.1 (Use Reconciliation); 2.2.2 (Baseline Use Metrics); and 2.2.3 (User Definitions) of this Exhibit C (Fees; Contractor Professional Services Rates).

Notwithstanding the foregoing, if the Contractor ratio is insufficient and the insufficiency is directly attributable to a government mandated change in the use of EHR Systems (excluding changes mandated in connection with Meaningful Use at any stage or by the County); County shall be responsible for such increased Peak Average Concurrent Users attributed to the government mandated change as if the ratios were correct. Further, if Contractor demonstrates to County at the Concurrent Use Management meeting over two (2) or more consecutive months that there is a material number of Extended Timeouts, then County shall be responsible for increased Peak Average Concurrent Users attributed to the number of County Extended Timeouts sessions recorded by Contractor as if the ratios for those Extended Timeout sessions were correct. For purposes of this Section, an “**Extended Timeout**” shall mean a Concurrent User session that is ended automatically by a default setting of thirty-one (31) minutes or more.

2.2.5. Concurrent Use Management

To effectively manage the Peak Average Concurrent Use of the EHR System and minimize the likelihood of a Use Reconciliation payment resulting from Peak Average Concurrent User increases, the Parties agree to jointly manage concurrent use throughout the Term. In each calendar month Contractor shall measure the variance of the Baseline Use Metric and the Peak Concurrent Users on a daily basis. County will have access to daily reports on its Peak Concurrent Users via Contractor’s Lights on Network dashboard tool. The parties shall manage concurrent use by utilizing a five thousand (5,000) Peak Concurrent User target. Whenever Peak Concurrent Users exceed five thousand (5,000) more than three (3) times in any calendar month, Contractor will notify County in writing and provide as much detail as to reasons for the Peak Concurrent User spikes as it can discern from its data and County’s historical concurrent use patterns. If the Parties cannot identify the cause of the spikes, Contractor will perform a root cause analysis to assess the reason for the variance. Additionally, concurrent use management shall be a standing agenda item for the Quarterly Review Meetings.

2.3. Approved Physical Growth Event

Except as provided through application of another Authorized Billing and Payment Mechanism there is no additional fee or charge to County for increasing the volume of its use of the EHR System as authorized under the Agreement unless the County: (i) makes the EHR System available for use to another acute care, rehabilitation or mental health hospital that is not included in the Clusters or for which County owns, operates, manages, or subsidizes the operation or costs of the hospital; or (ii) County builds a new Multi-Specialty Ambulatory Care Clinic (“**MACC**”) building or community health clinic or buys a new physical structure housing a MACC or community health clinic and registrations in that new MACC or community health clinic exceed five thousand (5,000) visits per month for (3) three consecutive months (individually each, and collectively both are referred to as an “**Approved Physical Growth Event**”). For purposes of this Authorized Billing and Payment Mechanism, if the County makes the EHR System available for (i) another department of the County (“**Department**”), (ii) Affiliate User, (iii) federal, State, and local agencies, or (iv) business partners to use as a primary EHR system in connection with the Department’s, Affiliate User’s, federal, State, and local agencies’, or business partners’ day-to-day operations, then that Department, Affiliate User, federal, State, and local agency, or business partner will be deemed to meet the building of new physical structure requirement under this Section 2.3 (Approved Physical Growth Event) and the Approved Physical Growth Event pricing set forth in this Exhibit C (Fees; Professional Service Rates) will apply.

The fees to be paid by County to Contractor for an Approved Physical Growth Event are set forth in Exhibit C.4 (Approved Physical Growth Event Pricing).

2.4. Optional Work and Discounts

- (a) Payment of Optional Work shall be as set forth in Sections 9.8 (Optional Work) and 14.6 (Implementing Optional Work) and, as to Professional Services, at the Professional Service Rates for Optional Work set forth in Exhibit C.7 (Contractor Professional Services Rate Card). Contractor has also provided optional pricing for additional Licensed Software, and related Services, as set forth in Exhibit C.1 (Optional Work).

The discount percentage to be applied to New Software pursuant to Section 14.6.1 (New Software) of the Agreement shall be seventy-five percent (75%) off of the price for such New Software that would otherwise be applicable to County’s use as determined by utilizing Contractor’s standard pricing metrics for the applicable New Software.

(b) Contractor agrees that as to the Jail Health Information System Agreement and Probation Electronic Medical Records System Agreement between Contractor and County (individually referred to as an “Existing Agreement” and collectively the, “Existing Agreements”): (i) the discount percentage to be applied to New Software as set forth in Section 2.4(a) under this Exhibit C (Fees; Contractor Professional Service Rates) shall, at County’s option, be applicable to software to be obtained from Contractor under the Existing Agreements which was not acquired as of the effective date of the applicable Existing Agreement and is not otherwise to be provided to County under those Existing Agreements without additional fees; and (ii) the Professional Service Rates for Optional Work set forth in Exhibit C.1 (Optional Work) shall, at County’s option, be applicable to professional services or work to be obtained from Contractor utilizing pool dollars or other Board-approved sums under the Existing Agreements. As to Section 2.4(b)(ii), to the extent different descriptions were utilized to identify the categories/roles of Contractor resources in the Existing Agreement(s) as compared to the categories/roles used in Exhibit C.1 (Optional Work), the Parties will reconcile such categories/roles used in this Agreement with those used in the Existing Agreement.

Contractor also agrees that, in the event the County consolidates remote hosting services it provides under the Existing Agreement(s) under the same EHR System build utilized to provide the Hosting Services under this Agreement, Contractor will work with County in good faith to adjust the pricing for remote hosting services provided under the Existing Agreements to leverage the infrastructure built to support the Hosting Services provided under this Agreement. County understands that in such event there will be additional professional services required for the migration/consolidation onto the EHR System build of the Jail Health Information System and Probation Electronic Medical Records System and their respective data. Such services will be provided utilizing the fees set forth for Professional Services under Exhibit C.1 (Optional Work) under an approved Amendment of one or all of this Agreement and/or the Existing Agreements.

Contractor also agrees that in recognition of its relationship with County and multiple departments, and the need for communication regarding patient care among those departments, that it will make the functionality as specifically set forth in Exhibit EE (Interoperability Functionality) available under the Existing Agreements at no additional charge. It is understood that the functionality provided will be pursuant to modifications, as appropriate, under each of the Existing Agreements, and specifically as limited by Exhibit EE (Interoperability Functionality).

2.5. Amendments

Amendments to the Agreement are governed by Section 13.3 (Amendments) of the Agreement.

2.6. Post-Contract Year 10 Cost of Living Adjustments and Fixed Third Party Product Cost Increases

The COLA adjustment, if any, during the Support Renewal Term, shall be governed Section 14.10 (Cost of Living Adjustment) of the Agreement. In addition, the Fixed Third Party Product Cost Amount payments, if applicable, shall be governed by Section 14.12 (Fixed Third Party Product Cost Increases) of the Agreement.

3. HOSTING SERVICES ASSUMPTIONS REGARDING INFRASTRUCTURE DOMAINS

The Hosting Services are provided with the assumption that only the following five (5) infrastructure domains will be provided by Contractor.

Infrastructure Domain	Infrastructure Domain Description
Production Infrastructure Domain	One (1) Production Infrastructure Domain available in accordance with the Implementation Services and Exhibit A.25.1 (Project Work Plan) and continuing through the Support Term.
Certification Infrastructure Domain (Non-Production)	One (1) Certification Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.25.1 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the Production Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain). (Note: The certification domain is used for ongoing testing and end-user training.)

Infrastructure Domain	Infrastructure Domain Description
Build Infrastructure Domain (Non-Production)	One (1) Build Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.25.1 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the Production Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).
Training Infrastructure Domain (Non-Production)	One (1) Training Infrastructure Domain (Non-Production) available in accordance with the Implementation Services and Exhibit A.25.1 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the appropriate source Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).
Mock Infrastructure Domain (Non-Production)	One (1) Mock Infrastructure Domain (Non-Production) to support the implementation of Mock Upgrades available in accordance with the Implementation Services and Exhibit A.25.1 (Project Work Plan) and continuing through the Support Term (this Infrastructure Domain utilizes a reference Data copy of the Production Infrastructure Domain, and does not include a full copy of the Production Infrastructure Domain).

4. EXTRAORDINARY EVENTS

As used in this Agreement, an “**Extraordinary Event**” shall mean a circumstance in which an event or discrete set of events has occurred or is planned with respect to the operation of County that results or will result in a change in the scale, nature, or volume of the Services that County will require from Contractor, and which is expected to decrease the number of then-current County Users of the Acuity, Scheduling, and Time System by ten percent (10%) or more, and such change persists or is expected to continue for three (3) or more months.

Examples of the kinds of events that might cause such substantial decreases include:

- (A) changes in the Services;
- (B) divestitures by County;
- (C) changes in the number of business units; or
- (D) changes in the County’s workforce.

In the event of such an extraordinary event, the Parties agree to meet to discuss a reduction in the price of the Services related to the Acuity, Scheduling, and Time System utilizing the pricing methodologies established in this Exhibit C (Fees; Contractor Professional Services Rates).

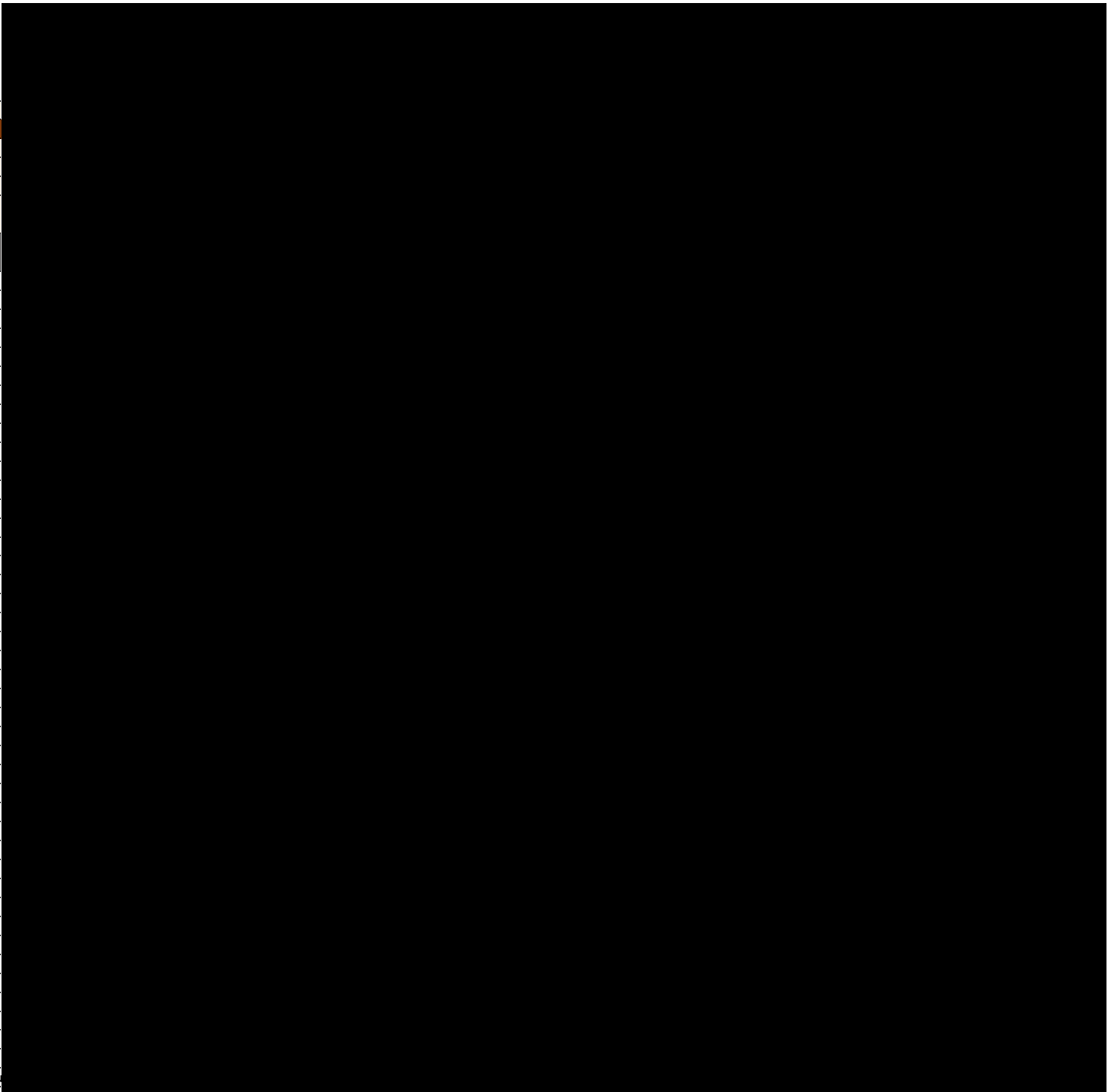


EXHIBIT C.28 (AMENDMENT 27 TO EXHIBIT C.28 (PHASE 2
HEALTHeINTENT MODULES MILESTONES AND PAYMENTS TABLE))

TO THE

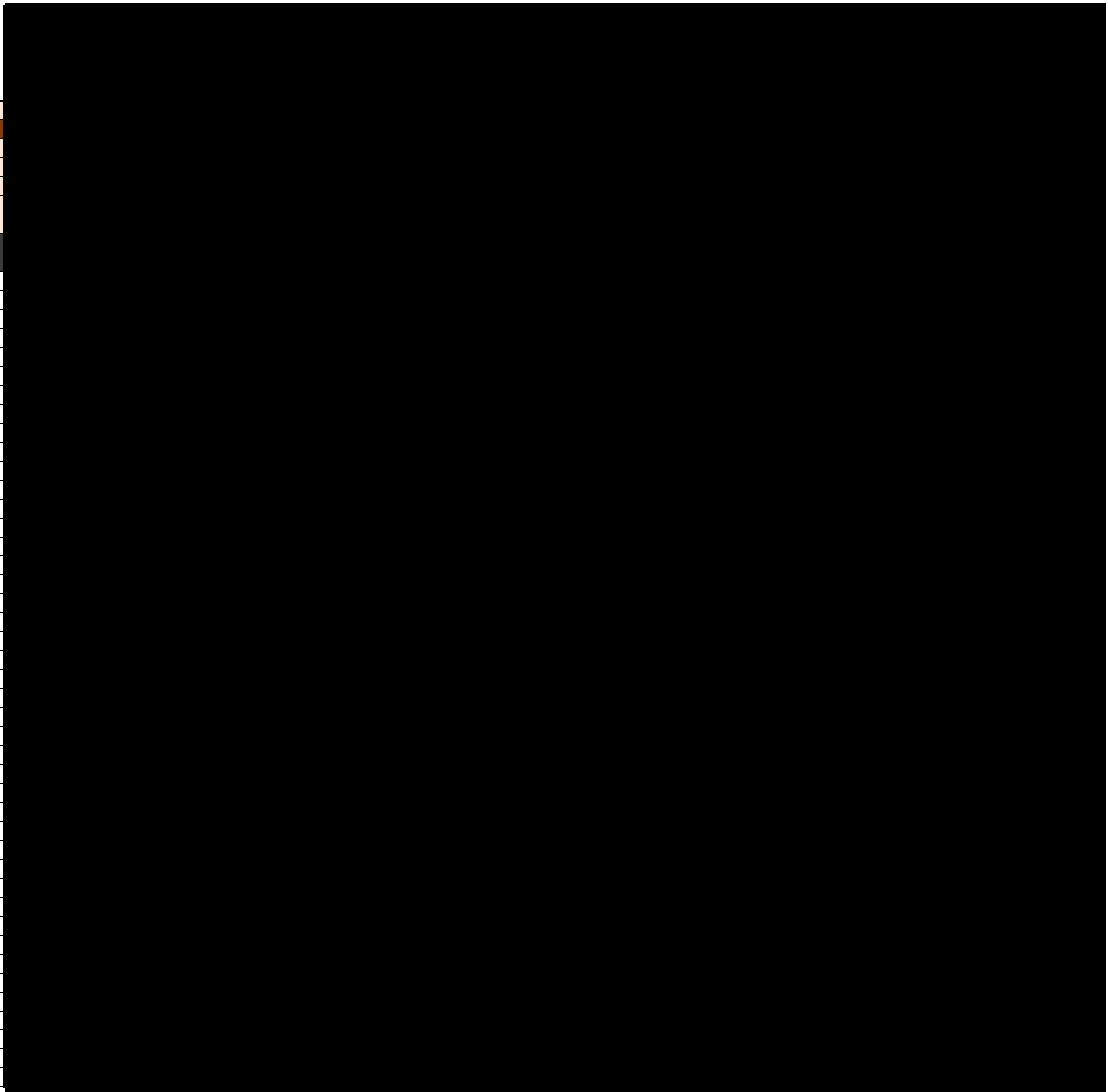
ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES AGREEMENT

Key Milestone Allocation		
Milestone Payments	\$9,315,264	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2013	Month 1	2/1/2013
Feb 2013	Month 2	3/1/2013
Mar 2013	Month 3	4/1/2013
Apr 2013	Month 4	5/1/2013
May 2013	Month 5	6/1/2013
Jun 2013	Month 6	7/1/2013
Jul 2013	Month 7	8/1/2013
Aug 2013	Month 8	9/1/2013
Sep 2013	Month 9	10/1/2013
Oct 2013	Month 10	11/1/2013
Nov 2013	Month 11	12/1/2013
Dec 2013	Month 12	1/1/2014
Jan 2014	Month 13	2/1/2014
Feb 2014	Month 14	3/1/2014
Mar 2014	Month 15	4/1/2014
Apr 2014	Month 16	5/1/2014
May 2014	Month 17	6/1/2014
Jun 2014	Month 18	7/1/2014
Jul 2014	Month 19	8/1/2014
Aug 2014	Month 20	9/1/2014
Sep 2014	Month 21	10/1/2014
Oct 2014	Month 22	11/1/2014
Nov 2014	Month 23	12/1/2014
Dec 2014	Month 24	1/1/2015
Jan 2015	Month 25	2/1/2015
Feb 2015	Month 26	3/1/2015
Mar 2015	Month 27	4/1/2015
Apr 2015	Month 28	5/1/2015
May 2015	Month 29	6/1/2015
Jun 2015	Month 30	7/1/2015
Jul 2015	Month 31	8/1/2015
Aug 2015	Month 32	9/1/2015
Sep 2015	Month 33	10/1/2015
Oct 2015	Month 34	11/1/2015
Nov 2015	Month 35	12/1/2015
Dec 2015	Month 36	1/1/2016
Jan 2016	Month 37	2/1/2016
Feb 2016	Month 38	3/1/2016
Mar 2016	Month 39	4/1/2016
Apr 2016	Month 40	5/1/2016
May 2016	Month 41	6/1/2016
Jun 2016	Month 42	7/1/2016
Key Milestone Approval - Initiation Platform Build and Setu		



Key Milestone Allocation		
Milestone Payments	\$9,315,264	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jul 2016	Month 43	8/1/2016
Aug 2016	Month 44	9/1/2016
Sep 2016	Month 45	10/1/2016
Oct 2016	Month 46	11/1/2016
Nov 2016	Month 47	12/1/2016
Dec 2016	Month 48	1/1/2017
Jan 2017	Month 49	2/1/2017
Feb 2017	Month 50	3/1/2017
Key Milestone Approval - Complete Design		
Mar 2017	Month 51	4/1/2017
Apr 2017	Month 52	5/1/2017
Key Milestone Approval - Complete Build		
May 2017	Month 53	6/1/2017
Key Milestone Approval - HealthIntent Testing and Trainin		
Jun 2017	Month 54	7/1/2017
Key Milestone Approval - Solution Go-Live		
Jul 2017	Month 55	8/1/2017
Aug 2017	Month 56	9/1/2017
Sep 2017	Month 57	10/1/2017
Key Milestone Approval - Project Closeout		
Oct 2017	Month 58	11/1/2017
Nov 2017	Month 59	12/1/2017
Dec 2017	Month 60	1/1/2018
Jan 2018	Month 61	2/1/2018
Feb 2018	Month 62	3/1/2018
Mar 2018	Month 63	4/1/2018
Apr 2018	Month 64	5/1/2018
May 2018	Month 65	6/1/2018
Jun 2018	Month 66	7/1/2018
Jul 2018	Month 67	8/1/2018
Aug 2018	Month 68	9/1/2018
Sep 2018	Month 69	10/1/2018
Oct 2018	Month 70	11/1/2018
Nov 2018	Month 71	12/1/2018
Dec 2018	Month 72	1/1/2019
Jan 2019	Month 73	2/1/2019
Feb 2019	Month 74	3/1/2019
Mar 2019	Month 75	4/1/2019
Apr 2019	Month 76	5/1/2019
May 2019	Month 77	6/1/2019
Jun 2019	Month 78	7/1/2019
Jul 2019	Month 79	8/1/2019
Aug 2019	Month 80	9/1/2019

Key Milestone Allocation		
Milestone Payments	\$9,315,264	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Sep 2019	Month 81	10/1/2019
Oct 2019	Month 82	11/1/2019
Nov 2019	Month 83	12/1/2019
Dec 2019	Month 84	1/1/2020
Jan 2020	Month 85	2/1/2020
Feb 2020	Month 86	3/1/2020
Mar 2020	Month 87	4/1/2020
Apr 2020	Month 88	5/1/2020
May 2020	Month 89	6/1/2020
Jun 2020	Month 90	7/1/2020
Jul 2020	Month 91	8/1/2020
Aug 2020	Month 92	9/1/2020
Sep 2020	Month 93	10/1/2020
Oct 2020	Month 94	11/1/2020
Nov 2020	Month 95	12/1/2020
Dec 2020	Month 96	1/1/2021
Jan 2021	Month 97	2/1/2021
Feb 2021	Month 98	3/1/2021
Mar 2021	Month 99	4/1/2021
Apr 2021	Month 100	5/1/2021
May 2021	Month 101	6/1/2021
Jun 2021	Month 102	7/1/2021
Jul 2021	Month 103	8/1/2021
Aug 2021	Month 104	9/1/2021
Sep 2021	Month 105	10/1/2021
Oct 2021	Month 106	11/1/2021
Nov 2021	Month 107	12/1/2021
Dec 2021	Month 108	1/1/2022
Jan 2022	Month 109	2/1/2022
Feb 2022	Month 110	3/1/2022
Mar 2022	Month 111	4/1/2022
Apr 2022	Month 112	5/1/2022
May 2022	Month 113	6/1/2022
Jun 2022	Month 114	7/1/2022
Jul 2022	Month 115	8/1/2022
Aug 2022	Month 116	9/1/2022
Sep 2022	Month 117	10/1/2022
Oct 2022	Month 118	11/1/2022
Nov 2022	Month 119	12/1/2022
Dec 2022	Month 120	1/1/2023
Jan 2023	Month 121	2/1/2023
Feb 2023	Month 122	3/1/2023
Mar 2023	Month 123	4/1/2023



Key Milestone Allocation		
Milestone Payments	\$9,315,264	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Apr 2023	Month 124	5/1/2023
May 2023	Month 125	6/1/2023
Jun 2023	Month 126	7/1/2023
Jul 2023	Month 127	8/1/2023
Aug 2023	Month 128	9/1/2023
Sep 2023	Month 129	10/1/2023
Oct 2023	Month 130	11/1/2023
Nov 2023	Month 131	12/1/2023
Dec 2023	Month 132	1/1/2024
Jan 2024	Month 133	2/1/2024
Feb 2024	Month 134	3/1/2024
Mar 2024	Month 135	4/1/2024
Apr 2024	Month 136	5/1/2024
May 2024	Month 137	6/1/2024
Jun 2024	Month 138	7/1/2024
Jul 2024	Month 139	8/1/2024
Aug 2024	Month 140	9/1/2024
Sep 2024	Month 141	10/1/2024
Oct 2024	Month 142	11/1/2024
Nov 2024	Month 143	12/1/2024
Dec 2024	Month 144	1/1/2025
Jan 2025	Month 145	2/1/2025
Feb 2025	Month 146	3/1/2025
Mar 2025	Month 147	4/1/2025
Apr 2025	Month 148	5/1/2025
May 2025	Month 149	6/1/2025
Jun 2025	Month 150	7/1/2025
Jul 2025	Month 151	8/1/2025
Aug 2025	Month 152	9/1/2025
Sep 2025	Month 153	10/1/2025
Oct 2025	Month 154	11/1/2025
Nov 2025	Month 155	12/1/2025
Dec 2025	Month 156	1/1/2026
Jan 2026	Month 157	2/1/2026
Feb 2026	Month 158	3/1/2026
Mar 2026	Month 159	4/1/2026
Apr 2026	Month 160	5/1/2026
May 2026	Month 161	6/1/2026
Jun 2026	Month 162	7/1/2026
Jul 2026	Month 163	8/1/2026
Aug 2026	Month 164	9/1/2026
Sep 2026	Month 165	10/1/2026
Oct 2026	Month 166	11/1/2026

Key Milestone Allocation		
Milestone Payments	\$9,315,264	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2026	Month 167	12/1/2026
Dec 2026	Month 168	1/1/2027
Jan 2027	Month 169	2/1/2027
Feb 2027	Month 170	3/1/2027
Mar 2027	Month 171	4/1/2027
Apr 2027	Month 172	5/1/2027
May 2027	Month 173	6/1/2027
Jun 2027	Month 174	7/1/2027
Jul 2027	Month 175	8/1/2027
Aug 2027	Month 176	9/1/2027
Sep 2027	Month 177	10/1/2027
Oct 2027	Month 178	11/1/2027
Nov 2027	Month 179	12/1/2027
Dec 2027	Month 180	1/1/2028
Jan 2028	Month 181	2/1/2028
Feb 2028	Month 182	3/1/2028
Mar 2028	Month 183	4/1/2028
Apr 2028	Month 184	5/1/2028
May 2028	Month 185	6/1/2028
Jun 2028	Month 186	7/1/2028
Jul 2028	Month 187	8/1/2028
Aug 2028	Month 188	9/1/2028
Sep 2028	Month 189	10/1/2028
Oct 2028	Month 190	11/1/2028
Nov 2028	Month 191	12/1/2028
Dec 2028	Month 192	1/1/2029
Jan 2029	Month 193	2/1/2029
Feb 2029	Month 194	3/1/2029
Mar 2029	Month 195	4/1/2029
Apr 2029	Month 196	5/1/2029
May 2029	Month 197	6/1/2029
Jun 2029	Month 198	7/1/2029
Jul 2029	Month 199	8/1/2029
Aug 2029	Month 200	9/1/2029
Sep 2029	Month 201	10/1/2029
Oct 2029	Month 202	11/1/2029
Nov 2029	Month 203	12/1/2029
Dec 2029	Month 204	1/1/2030
Jan 2030	Month 205	2/1/2030
Feb 2030	Month 206	3/1/2030
Mar 2030	Month 207	4/1/2030
Apr 2030	Month 208	5/1/2030
May 2030	Month 209	6/1/2030

Key Milestone Allocation		
Milestone Payments	\$9,315,264	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jun 2030	Month 210	7/1/2030
Jul 2030	Month 211	8/1/2030
Aug 2030	Month 212	9/1/2030
Sep 2030	Month 213	10/1/2030
Oct 2030	Month 214	11/1/2030
Nov 2030	Month 215	12/1/2030
Dec 2030	Month 216	1/1/2031
Jan 2031	Month 217	2/1/2031
Feb 2031	Month 218	3/1/2031
Mar 2031	Month 219	4/1/2031
Apr 2031	Month 220	5/1/2031
May 2031	Month 221	6/1/2031
Jun 2031	Month 222	7/1/2031
Jul 2031	Month 223	8/1/2031
Aug 2031	Month 224	9/1/2031
Sep 2031	Month 225	10/1/2031
Oct 2031	Month 226	11/1/2031
Nov 2031	Month 227	12/1/2031
Dec 2031	Month 228	1/1/2032
Jan 2032	Month 229	2/1/2032
Feb 2032	Month 230	3/1/2032
Mar 2032	Month 231	4/1/2032
Apr 2032	Month 232	5/1/2032
May 2032	Month 233	6/1/2032
Jun 2032	Month 234	7/1/2032
Jul 2032	Month 235	8/1/2032
Aug 2032	Month 236	9/1/2032
Sep 2032	Month 237	10/1/2032
Oct 2032	Month 238	11/1/2032
Nov 2032	Month 239	12/1/2032
Dec 2032	Month 240	1/1/2033

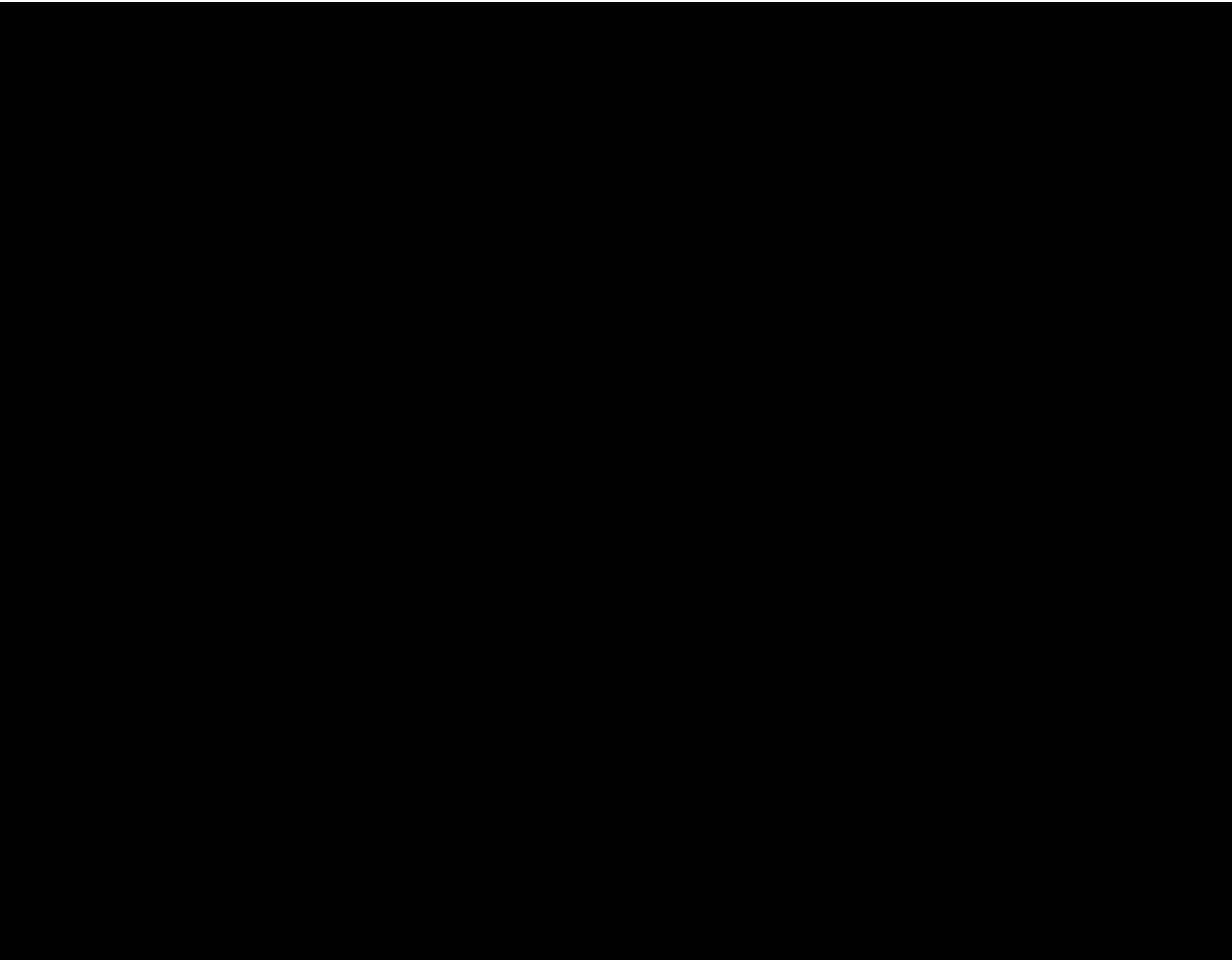




EXHIBIT C.33 (AMENDMENT 27 TO EXHIBIT C.33 (HEALTHCARE
MILESTONES AND PAYMENTS TABLE))

TO THE

ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES AGREEMENT

Key Milestone Allocation		
Milestone Payments	\$2,880,080	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2013	Month 1	2/1/2013
Feb 2013	Month 2	3/1/2013
Mar 2013	Month 3	4/1/2013
Apr 2013	Month 4	5/1/2013
May 2013	Month 5	6/1/2013
Jun 2013	Month 6	7/1/2013
Jul 2013	Month 7	8/1/2013
Aug 2013	Month 8	9/1/2013
Sep 2013	Month 9	10/1/2013
Oct 2013	Month 10	11/1/2013
Nov 2013	Month 11	12/1/2013
Dec 2013	Month 12	1/1/2014
Jan 2014	Month 13	2/1/2014
Feb 2014	Month 14	3/1/2014
Mar 2014	Month 15	4/1/2014
Apr 2014	Month 16	5/1/2014
May 2014	Month 17	6/1/2014
Jun 2014	Month 18	7/1/2014
Jul 2014	Month 19	8/1/2014
Aug 2014	Month 20	9/1/2014
Sep 2014	Month 21	10/1/2014
Oct 2014	Month 22	11/1/2014
Nov 2014	Month 23	12/1/2014
Dec 2014	Month 24	1/1/2015
Jan 2015	Month 25	2/1/2015
Feb 2015	Month 26	3/1/2015
Mar 2015	Month 27	4/1/2015
Apr 2015	Month 28	5/1/2015
May 2015	Month 29	6/1/2015
Jun 2015	Month 30	7/1/2015
Jul 2015	Month 31	8/1/2015
Aug 2015	Month 32	9/1/2015
Sep 2015	Month 33	10/1/2015
Oct 2015	Month 34	11/1/2015

Key Milestone Allocation		
Milestone Payments		\$2,880,080
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2015	Month 35	12/1/2015
Dec 2015	Month 36	1/1/2016
Jan 2016	Month 37	2/1/2016
Feb 2016	Month 38	3/1/2016
Mar 2016	Month 39	4/1/2016
Apr 2016	Month 40	5/1/2016
May 2016	Month 41	6/1/2016
Jun 2016	Month 42	7/1/2016
Jul 2016	Month 43	8/1/2016
Aug 2016	Month 44	9/1/2016
Sep 2016	Month 45	10/1/2016
Oct 2016	Month 46	11/1/2016
Nov 2016	Month 47	12/1/2016
Dec 2016	Month 48	1/1/2017
Key Milestone Approval - Contract Initiation		
Jan 2017	Month 49	2/1/2017
Feb 2017	Month 50	3/1/2017
Mar 2017	Month 51	4/1/2017
Apr 2017	Month 52	5/1/2017
May 2017	Month 53	6/1/2017
Jun 2017	Month 54	7/1/2017
Key Milestone Approval - Complete Design		
Jul 2017	Month 55	8/1/2017
Aug 2017	Month 56	9/1/2017
Sep 2017	Month 57	10/1/2017
Key Milestone Approval - Complete Build		
Oct 2017	Month 58	11/1/2017
Key Milestone Approval - HealtheCare Testing & Training		
Nov 2017	Month 59	12/1/2017
Key Milestone Approval - Solution Go-Live		
Dec 2017	Month 60	1/1/2018
Key Milestone Approval - Project Closeout		
Jan 2018	Month 61	2/1/2018
Feb 2018	Month 62	3/1/2018

Key Milestone Allocation		
Milestone Payments	\$2,880,080	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Mar 2018	Month 63	4/1/2018
Apr 2018	Month 64	5/1/2018
May 2018	Month 65	6/1/2018
Jun 2018	Month 66	7/1/2018
Jul 2018	Month 67	8/1/2018
Aug 2018	Month 68	9/1/2018
Sep 2018	Month 69	10/1/2018
Oct 2018	Month 70	11/1/2018
Nov 2018	Month 71	12/1/2018
Dec 2018	Month 72	1/1/2019
Jan 2019	Month 73	2/1/2019
Feb 2019	Month 74	3/1/2019
Mar 2019	Month 75	4/1/2019
Apr 2019	Month 76	5/1/2019
May 2019	Month 77	6/1/2019
Jun 2019	Month 78	7/1/2019
Jul 2019	Month 79	8/1/2019
Aug 2019	Month 80	9/1/2019
Sep 2019	Month 81	10/1/2019
Oct 2019	Month 82	11/1/2019
Nov 2019	Month 83	12/1/2019
Dec 2019	Month 84	1/1/2020
Jan 2020	Month 85	2/1/2020
Feb 2020	Month 86	3/1/2020
Mar 2020	Month 87	4/1/2020
Apr 2020	Month 88	5/1/2020
May 2020	Month 89	6/1/2020
Jun 2020	Month 90	7/1/2020
Jul 2020	Month 91	8/1/2020
Aug 2020	Month 92	9/1/2020
Sep 2020	Month 93	10/1/2020
Oct 2020	Month 94	11/1/2020
Nov 2020	Month 95	12/1/2020
Dec 2020	Month 96	1/1/2021

Key Milestone Allocation		
Milestone Payments	\$2,880,080	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2021	Month 97	2/1/2021
Feb 2021	Month 98	3/1/2021
Mar 2021	Month 99	4/1/2021
Apr 2021	Month 100	5/1/2021
May 2021	Month 101	6/1/2021
Jun 2021	Month 102	7/1/2021
Jul 2021	Month 103	8/1/2021
Aug 2021	Month 104	9/1/2021
Sep 2021	Month 105	10/1/2021
Oct 2021	Month 106	11/1/2021
Nov 2021	Month 107	12/1/2021
Dec 2021	Month 108	1/1/2022
Jan 2022	Month 109	2/1/2022
Feb 2022	Month 110	3/1/2022
Mar 2022	Month 111	4/1/2022
Apr 2022	Month 112	5/1/2022
May 2022	Month 113	6/1/2022
Jun 2022	Month 114	7/1/2022
Jul 2022	Month 115	8/1/2022
Aug 2022	Month 116	9/1/2022
Sep 2022	Month 117	10/1/2022
Oct 2022	Month 118	11/1/2022
Nov 2022	Month 119	12/1/2022
Dec 2022	Month 120	1/1/2023
Jan 2023	Month 121	2/1/2023
Feb 2023	Month 122	3/1/2023
Mar 2023	Month 123	4/1/2023
Apr 2023	Month 124	5/1/2023
May 2023	Month 125	6/1/2023
Jun 2023	Month 126	7/1/2023
Jul 2023	Month 127	8/1/2023
Aug 2023	Month 128	9/1/2023
Sep 2023	Month 129	10/1/2023
Oct 2023	Month 130	11/1/2023

Key Milestone Allocation		
Milestone Payments	\$2,880,080	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2023	Month 131	12/1/2023
Dec 2023	Month 132	1/1/2024
Jan 2024	Month 133	2/1/2024
Feb 2024	Month 134	3/1/2024
Mar 2024	Month 135	4/1/2024
Apr 2024	Month 136	5/1/2024
May 2024	Month 137	6/1/2024
Jun 2024	Month 138	7/1/2024
Jul 2024	Month 139	8/1/2024
Aug 2024	Month 140	9/1/2024
Sep 2024	Month 141	10/1/2024
Oct 2024	Month 142	11/1/2024
Nov 2024	Month 143	12/1/2024
Dec 2024	Month 144	1/1/2025
Jan 2025	Month 145	2/1/2025
Feb 2025	Month 146	3/1/2025
Mar 2025	Month 147	4/1/2025
Apr 2025	Month 148	5/1/2025
May 2025	Month 149	6/1/2025
Jun 2025	Month 150	7/1/2025
Jul 2025	Month 151	8/1/2025
Aug 2025	Month 152	9/1/2025
Sep 2025	Month 153	10/1/2025
Oct 2025	Month 154	11/1/2025
Nov 2025	Month 155	12/1/2025
Dec 2025	Month 156	1/1/2026
Jan 2026	Month 157	2/1/2026
Feb 2026	Month 158	3/1/2026
Mar 2026	Month 159	4/1/2026
Apr 2026	Month 160	5/1/2026
May 2026	Month 161	6/1/2026
Jun 2026	Month 162	7/1/2026
Jul 2026	Month 163	8/1/2026
Aug 2026	Month 164	9/1/2026

Key Milestone Allocation		
Milestone Payments	\$2,880,080	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Sep 2026	Month 165	10/1/2026
Oct 2026	Month 166	11/1/2026
Nov 2026	Month 167	12/1/2026
Dec 2026	Month 168	1/1/2027
Jan 2027	Month 169	2/1/2027
Feb 2027	Month 170	3/1/2027
Mar 2027	Month 171	4/1/2027
Apr 2027	Month 172	5/1/2027
May 2027	Month 173	6/1/2027
Jun 2027	Month 174	7/1/2027
Jul 2027	Month 175	8/1/2027
Aug 2027	Month 176	9/1/2027
Sep 2027	Month 177	10/1/2027
Oct 2027	Month 178	11/1/2027
Nov 2027	Month 179	12/1/2027
Dec 2027	Month 180	1/1/2028
Jan 2028	Month 181	2/1/2028
Feb 2028	Month 182	3/1/2028
Mar 2028	Month 183	4/1/2028
Apr 2028	Month 184	5/1/2028
May 2028	Month 185	6/1/2028
Jun 2028	Month 186	7/1/2028
Jul 2028	Month 187	8/1/2028
Aug 2028	Month 188	9/1/2028
Sep 2028	Month 189	10/1/2028
Oct 2028	Month 190	11/1/2028
Nov 2028	Month 191	12/1/2028
Dec 2028	Month 192	1/1/2029
Jan 2029	Month 193	2/1/2029
Feb 2029	Month 194	3/1/2029
Mar 2029	Month 195	4/1/2029
Apr 2029	Month 196	5/1/2029
May 2029	Month 197	6/1/2029
Jun 2029	Month 198	7/1/2029

Key Milestone Allocation		
Milestone Payments	\$2,880,080	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jul 2029	Month 199	8/1/2029
Aug 2029	Month 200	9/1/2029
Sep 2029	Month 201	10/1/2029
Oct 2029	Month 202	11/1/2029
Nov 2029	Month 203	12/1/2029
Dec 2029	Month 204	1/1/2030
Jan 2030	Month 205	2/1/2030
Feb 2030	Month 206	3/1/2030
Mar 2030	Month 207	4/1/2030
Apr 2030	Month 208	5/1/2030
May 2030	Month 209	6/1/2030
Jun 2030	Month 210	7/1/2030
Jul 2030	Month 211	8/1/2030
Aug 2030	Month 212	9/1/2030
Sep 2030	Month 213	10/1/2030
Oct 2030	Month 214	11/1/2030
Nov 2030	Month 215	12/1/2030
Dec 2030	Month 216	1/1/2031
Jan 2031	Month 217	2/1/2031
Feb 2031	Month 218	3/1/2031
Mar 2031	Month 219	4/1/2031
Apr 2031	Month 220	5/1/2031
May 2031	Month 221	6/1/2031
Jun 2031	Month 222	7/1/2031
Jul 2031	Month 223	8/1/2031
Aug 2031	Month 224	9/1/2031
Sep 2031	Month 225	10/1/2031
Oct 2031	Month 226	11/1/2031
Nov 2031	Month 227	12/1/2031
Dec 2031	Month 228	1/1/2032
Jan 2032	Month 229	2/1/2032
Feb 2032	Month 230	3/1/2032
Mar 2032	Month 231	4/1/2032
Apr 2032	Month 232	5/1/2032

Key Milestone Allocation		
Milestone Payments	\$2,880,080	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
May 2032	Month 233	6/1/2032
Jun 2032	Month 234	7/1/2032
Jul 2032	Month 235	8/1/2032
Aug 2032	Month 236	9/1/2032
Sep 2032	Month 237	10/1/2032
Oct 2032	Month 238	11/1/2032
Nov 2032	Month 239	12/1/2032
Dec 2032	Month 240	1/1/2033



EXHIBIT C.62 (AMENDMENT 27 TO EXHIBIT C.62 (DUPLICATE
RECONCILIATION MILESTONES AND PAYMENTS TABLE))

TO THE

ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES AGREEMENT

Key Milestone Allocation		
Milestone Payments	\$250,000	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2013	Month 1	2/1/2013
Feb 2013	Month 2	3/1/2013
Mar 2013	Month 3	4/1/2013
Apr 2013	Month 4	5/1/2013
May 2013	Month 5	6/1/2013
Jun 2013	Month 6	7/1/2013
Jul 2013	Month 7	8/1/2013
Aug 2013	Month 8	9/1/2013
Sep 2013	Month 9	10/1/2013
Oct 2013	Month 10	11/1/2013
Nov 2013	Month 11	12/1/2013
Dec 2013	Month 12	1/1/2014
Jan 2014	Month 13	2/1/2014
Feb 2014	Month 14	3/1/2014
Mar 2014	Month 15	4/1/2014
Apr 2014	Month 16	5/1/2014
May 2014	Month 17	6/1/2014
Jun 2014	Month 18	7/1/2014
Jul 2014	Month 19	8/1/2014
Aug 2014	Month 20	9/1/2014
Sep 2014	Month 21	10/1/2014
Oct 2014	Month 22	11/1/2014
Nov 2014	Month 23	12/1/2014
Dec 2014	Month 24	1/1/2015
Jan 2015	Month 25	2/1/2015
Feb 2015	Month 26	3/1/2015
Mar 2015	Month 27	4/1/2015
Apr 2015	Month 28	5/1/2015
May 2015	Month 29	6/1/2015
Jun 2015	Month 30	7/1/2015
Jul 2015	Month 31	8/1/2015
Aug 2015	Month 32	9/1/2015
Sep 2015	Month 33	10/1/2015
Oct 2015	Month 34	11/1/2015
Nov 2015	Month 35	12/1/2015
Dec 2015	Month 36	1/1/2016
Jan 2016	Month 37	2/1/2016
Feb 2016	Month 38	3/1/2016
Mar 2016	Month 39	4/1/2016
Apr 2016	Month 40	5/1/2016
May 2016	Month 41	6/1/2016
Jun 2016	Month 42	7/1/2016
Jul 2016	Month 43	8/1/2016

Key Milestone Allocation		
Milestone Payments	\$250,000	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Aug 2016	Month 44	9/1/2016
Sep 2016	Month 45	10/1/2016
Oct 2016	Month 46	11/1/2016
Nov 2016	Month 47	12/1/2016
Dec 2016	Month 48	1/1/2017
Jan 2017	Month 49	2/1/2017
Feb 2017	Month 50	3/1/2017
Mar 2017	Month 51	4/1/2017
Apr 2017	Month 52	5/1/2017
May 2017	Month 53	6/1/2017
Jun 2017	Month 54	7/1/2017
Jul 2017	Month 55	8/1/2017
Aug 2017	Month 56	9/1/2017
Sep 2017	Month 57	10/1/2017
Oct 2017	Month 58	11/1/2017
Nov 2017	Month 59	12/1/2017
Dec 2017	Month 60	1/1/2018
Jan 2018	Month 61	2/1/2018
Feb 2018	Month 62	3/1/2018
Mar 2018	Month 63	4/1/2018
Apr 2018	Month 64	5/1/2018
May 2018	Month 65	6/1/2018
Jun 2018	Month 66	7/1/2018
Jul 2018	Month 67	8/1/2018
Key Milestone Approval - Complete Duplicate Reconciliation		
Aug 2018	Month 68	9/1/2018
Key Milestone Approval - Duplicate Reconciliation Product		
Sep 2018	Month 69	10/1/2018
Key Milestone Approval - Duplicate Reconciliation Final Ac		
Oct 2018	Month 70	11/1/2018
Nov 2018	Month 71	12/1/2018
Dec 2018	Month 72	1/1/2019
Jan 2019	Month 73	2/1/2019
Feb 2019	Month 74	3/1/2019
Mar 2019	Month 75	4/1/2019
Apr 2019	Month 76	5/1/2019
May 2019	Month 77	6/1/2019
Jun 2019	Month 78	7/1/2019
Jul 2019	Month 79	8/1/2019
Aug 2019	Month 80	9/1/2019
Sep 2019	Month 81	10/1/2019
Oct 2019	Month 82	11/1/2019
Nov 2019	Month 83	12/1/2019

Key Milestone Allocation	
Milestone Payments	\$250,000
Key Milestone Scheduled Duration	
Monthly Key Milestone Payment	
Holdback Amount (10%)	

Associated Key Deliverables

Month of Services Performance	Contract Month Number	Expected Invoice Date
Dec 2019	Month 84	1/1/2020
Jan 2020	Month 85	2/1/2020
Feb 2020	Month 86	3/1/2020
Mar 2020	Month 87	4/1/2020
Apr 2020	Month 88	5/1/2020
May 2020	Month 89	6/1/2020
Jun 2020	Month 90	7/1/2020
Jul 2020	Month 91	8/1/2020
Aug 2020	Month 92	9/1/2020
Sep 2020	Month 93	10/1/2020
Oct 2020	Month 94	11/1/2020
Nov 2020	Month 95	12/1/2020
Dec 2020	Month 96	1/1/2021
Jan 2021	Month 97	2/1/2021
Feb 2021	Month 98	3/1/2021
Mar 2021	Month 99	4/1/2021
Apr 2021	Month 100	5/1/2021
May 2021	Month 101	6/1/2021
Jun 2021	Month 102	7/1/2021
Jul 2021	Month 103	8/1/2021
Aug 2021	Month 104	9/1/2021
Sep 2021	Month 105	10/1/2021
Oct 2021	Month 106	11/1/2021
Nov 2021	Month 107	12/1/2021
Dec 2021	Month 108	1/1/2022
Jan 2022	Month 109	2/1/2022
Feb 2022	Month 110	3/1/2022
Mar 2022	Month 111	4/1/2022
Apr 2022	Month 112	5/1/2022
May 2022	Month 113	6/1/2022
Jun 2022	Month 114	7/1/2022
Jul 2022	Month 115	8/1/2022
Aug 2022	Month 116	9/1/2022
Sep 2022	Month 117	10/1/2022
Oct 2022	Month 118	11/1/2022
Nov 2022	Month 119	12/1/2022
Dec 2022	Month 120	1/1/2023
Jan 2023	Month 121	2/1/2023
Feb 2023	Month 122	3/1/2023
Mar 2023	Month 123	4/1/2023
Apr 2023	Month 124	5/1/2023
May 2023	Month 125	6/1/2023
Jun 2023	Month 126	7/1/2023

Key Milestone Allocation		
Milestone Payments	\$250,000	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jul 2023	Month 127	8/1/2023
Aug 2023	Month 128	9/1/2023
Sep 2023	Month 129	10/1/2023
Oct 2023	Month 130	11/1/2023
Nov 2023	Month 131	12/1/2023
Dec 2023	Month 132	1/1/2024
Jan 2024	Month 133	2/1/2024
Feb 2024	Month 134	3/1/2024
Mar 2024	Month 135	4/1/2024
Apr 2024	Month 136	5/1/2024
May 2024	Month 137	6/1/2024
Jun 2024	Month 138	7/1/2024
Jul 2024	Month 139	8/1/2024
Aug 2024	Month 140	9/1/2024
Sep 2024	Month 141	10/1/2024
Oct 2024	Month 142	11/1/2024
Nov 2024	Month 143	12/1/2024
Dec 2024	Month 144	1/1/2025
Jan 2025	Month 145	2/1/2025
Feb 2025	Month 146	3/1/2025
Mar 2025	Month 147	4/1/2025
Apr 2025	Month 148	5/1/2025
May 2025	Month 149	6/1/2025
Jun 2025	Month 150	7/1/2025
Jul 2025	Month 151	8/1/2025
Aug 2025	Month 152	9/1/2025
Sep 2025	Month 153	10/1/2025
Oct 2025	Month 154	11/1/2025
Nov 2025	Month 155	12/1/2025
Dec 2025	Month 156	1/1/2026
Jan 2026	Month 157	2/1/2026
Feb 2026	Month 158	3/1/2026
Mar 2026	Month 159	4/1/2026
Apr 2026	Month 160	5/1/2026
May 2026	Month 161	6/1/2026
Jun 2026	Month 162	7/1/2026
Jul 2026	Month 163	8/1/2026
Aug 2026	Month 164	9/1/2026
Sep 2026	Month 165	10/1/2026
Oct 2026	Month 166	11/1/2026
Nov 2026	Month 167	12/1/2026
Dec 2026	Month 168	1/1/2027
Jan 2027	Month 169	2/1/2027

Key Milestone Allocation		
Milestone Payments	\$250,000	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Feb 2027	Month 170	3/1/2027
Mar 2027	Month 171	4/1/2027
Apr 2027	Month 172	5/1/2027
May 2027	Month 173	6/1/2027
Jun 2027	Month 174	7/1/2027
Jul 2027	Month 175	8/1/2027
Aug 2027	Month 176	9/1/2027
Sep 2027	Month 177	10/1/2027
Oct 2027	Month 178	11/1/2027
Nov 2027	Month 179	12/1/2027
Dec 2027	Month 180	1/1/2028
Jan 2028	Month 181	2/1/2028
Feb 2028	Month 182	3/1/2028
Mar 2028	Month 183	4/1/2028
Apr 2028	Month 184	5/1/2028
May 2028	Month 185	6/1/2028
Jun 2028	Month 186	7/1/2028
Jul 2028	Month 187	8/1/2028
Aug 2028	Month 188	9/1/2028
Sep 2028	Month 189	10/1/2028
Oct 2028	Month 190	11/1/2028
Nov 2028	Month 191	12/1/2028
Dec 2028	Month 192	1/1/2029
Jan 2029	Month 193	2/1/2029
Feb 2029	Month 194	3/1/2029
Mar 2029	Month 195	4/1/2029
Apr 2029	Month 196	5/1/2029
May 2029	Month 197	6/1/2029
Jun 2029	Month 198	7/1/2029
Jul 2029	Month 199	8/1/2029
Aug 2029	Month 200	9/1/2029
Sep 2029	Month 201	10/1/2029
Oct 2029	Month 202	11/1/2029
Nov 2029	Month 203	12/1/2029
Dec 2029	Month 204	1/1/2030
Jan 2030	Month 205	2/1/2030
Feb 2030	Month 206	3/1/2030
Mar 2030	Month 207	4/1/2030
Apr 2030	Month 208	5/1/2030
May 2030	Month 209	6/1/2030
Jun 2030	Month 210	7/1/2030
Jul 2030	Month 211	8/1/2030
Aug 2030	Month 212	9/1/2030

Key Milestone Allocation		
Milestone Payments	\$250,000	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (10%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Sep 2030	Month 213	10/1/2030
Oct 2030	Month 214	11/1/2030
Nov 2030	Month 215	12/1/2030
Dec 2030	Month 216	1/1/2031
Jan 2031	Month 217	2/1/2031
Feb 2031	Month 218	3/1/2031
Mar 2031	Month 219	4/1/2031
Apr 2031	Month 220	5/1/2031
May 2031	Month 221	6/1/2031
Jun 2031	Month 222	7/1/2031
Jul 2031	Month 223	8/1/2031
Aug 2031	Month 224	9/1/2031
Sep 2031	Month 225	10/1/2031
Oct 2031	Month 226	11/1/2031
Nov 2031	Month 227	12/1/2031
Dec 2031	Month 228	1/1/2032
Jan 2032	Month 229	2/1/2032
Feb 2032	Month 230	3/1/2032
Mar 2032	Month 231	4/1/2032
Apr 2032	Month 232	5/1/2032
May 2032	Month 233	6/1/2032
Jun 2032	Month 234	7/1/2032
Jul 2032	Month 235	8/1/2032
Aug 2032	Month 236	9/1/2032
Sep 2032	Month 237	10/1/2032
Oct 2032	Month 238	11/1/2032
Nov 2032	Month 239	12/1/2032
Dec 2032	Month 240	1/1/2033



EXHIBIT C.126 (AMENDMENT 27 TO EXHIBIT C.126 (2020 USE
RECONCILIATION MILESTONES AND PAYMENTS TABLE))

TO THE

ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES AGREEMENT

Key Milestone Allocation		
Milestone Payments		\$359,347
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2013	Month 1	2/1/2013
Feb 2013	Month 2	3/1/2013
Mar 2013	Month 3	4/1/2013
Apr 2013	Month 4	5/1/2013
May 2013	Month 5	6/1/2013
Jun 2013	Month 6	7/1/2013
Jul 2013	Month 7	8/1/2013
Aug 2013	Month 8	9/1/2013
Sep 2013	Month 9	10/1/2013
Oct 2013	Month 10	11/1/2013
Nov 2013	Month 11	12/1/2013
Dec 2013	Month 12	1/1/2014
Jan 2014	Month 13	2/1/2014
Feb 2014	Month 14	3/1/2014
Mar 2014	Month 15	4/1/2014
Apr 2014	Month 16	5/1/2014
May 2014	Month 17	6/1/2014
Jun 2014	Month 18	7/1/2014
Jul 2014	Month 19	8/1/2014
Aug 2014	Month 20	9/1/2014
Sep 2014	Month 21	10/1/2014
Oct 2014	Month 22	11/1/2014
Nov 2014	Month 23	12/1/2014
Dec 2014	Month 24	1/1/2015
Jan 2015	Month 25	2/1/2015
Feb 2015	Month 26	3/1/2015
Mar 2015	Month 27	4/1/2015
Apr 2015	Month 28	5/1/2015
May 2015	Month 29	6/1/2015
Jun 2015	Month 30	7/1/2015
Jul 2015	Month 31	8/1/2015
Aug 2015	Month 32	9/1/2015
Sep 2015	Month 33	10/1/2015
Oct 2015	Month 34	11/1/2015
Nov 2015	Month 35	12/1/2015
Dec 2015	Month 36	1/1/2016

Key Milestone Allocation		
Milestone Payments		\$359,347
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2016	Month 37	2/1/2016
Feb 2016	Month 38	3/1/2016
Mar 2016	Month 39	4/1/2016
Apr 2016	Month 40	5/1/2016
May 2016	Month 41	6/1/2016
Jun 2016	Month 42	7/1/2016
Jul 2016	Month 43	8/1/2016
Aug 2016	Month 44	9/1/2016
Sep 2016	Month 45	10/1/2016
Oct 2016	Month 46	11/1/2016
Nov 2016	Month 47	12/1/2016
Dec 2016	Month 48	1/1/2017
Jan 2017	Month 49	2/1/2017
Feb 2017	Month 50	3/1/2017
Mar 2017	Month 51	4/1/2017
Apr 2017	Month 52	5/1/2017
May 2017	Month 53	6/1/2017
Jun 2017	Month 54	7/1/2017
Jul 2017	Month 55	8/1/2017
Aug 2017	Month 56	9/1/2017
Sep 2017	Month 57	10/1/2017
Oct 2017	Month 58	11/1/2017
Nov 2017	Month 59	12/1/2017
Dec 2017	Month 60	1/1/2018
Jan 2018	Month 61	2/1/2018
Feb 2018	Month 62	3/1/2018
Mar 2018	Month 63	4/1/2018
Apr 2018	Month 64	5/1/2018
May 2018	Month 65	6/1/2018
Jun 2018	Month 66	7/1/2018
Jul 2018	Month 67	8/1/2018
Aug 2018	Month 68	9/1/2018
Sep 2018	Month 69	10/1/2018
Oct 2018	Month 70	11/1/2018
Nov 2018	Month 71	12/1/2018
Dec 2018	Month 72	1/1/2019

Key Milestone Allocation		
Milestone Payments		\$359,347
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2019	Month 73	2/1/2019
Feb 2019	Month 74	3/1/2019
Mar 2019	Month 75	4/1/2019
Apr 2019	Month 76	5/1/2019
May 2019	Month 77	6/1/2019
Jun 2019	Month 78	7/1/2019
Jul 2019	Month 79	8/1/2019
Aug 2019	Month 80	9/1/2019
Sep 2019	Month 81	10/1/2019
Oct 2019	Month 82	11/1/2019
Nov 2019	Month 83	12/1/2019
Dec 2019	Month 84	1/1/2020
Jan 2020	Month 85	2/1/2020
Feb 2020	Month 86	3/1/2020
Mar 2020	Month 87	4/1/2020
Apr 2020	Month 88	5/1/2020
May 2020	Month 89	6/1/2020
Jun 2020	Month 90	7/1/2020
Jul 2020	Month 91	8/1/2020
Aug 2020	Month 92	9/1/2020
Sep 2020	Month 93	10/1/2020
Oct 2020	Month 94	11/1/2020
Nov 2020	Month 95	12/1/2020
2020 Use Reconciliation One-Time Fees		
2020 Use Rec. Recurring Fees Prior to Amendment		
Dec 2020	Month 96	1/1/2021
Jan 2021	Month 97	2/1/2021
Feb 2021	Month 98	3/1/2021
Mar 2021	Month 99	4/1/2021
Apr 2021	Month 100	5/1/2021
May 2021	Month 101	6/1/2021
Jun 2021	Month 102	7/1/2021
Jul 2021	Month 103	8/1/2021
Aug 2021	Month 104	9/1/2021
Sep 2021	Month 105	10/1/2021
Oct 2021	Month 106	11/1/2021

Key Milestone Allocation		
Milestone Payments		\$359,347
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2021	Month 107	12/1/2021
Dec 2021	Month 108	1/1/2022
Jan 2022	Month 109	2/1/2022
Feb 2022	Month 110	3/1/2022
Mar 2022	Month 111	4/1/2022
Apr 2022	Month 112	5/1/2022
May 2022	Month 113	6/1/2022
Jun 2022	Month 114	7/1/2022
Jul 2022	Month 115	8/1/2022
Aug 2022	Month 116	9/1/2022
Sep 2022	Month 117	10/1/2022
Oct 2022	Month 118	11/1/2022
Nov 2022	Month 119	12/1/2022
Dec 2022	Month 120	1/1/2023
Jan 2023	Month 121	2/1/2023
Feb 2023	Month 122	3/1/2023
Mar 2023	Month 123	4/1/2023
Apr 2023	Month 124	5/1/2023
May 2023	Month 125	6/1/2023
Jun 2023	Month 126	7/1/2023
Jul 2023	Month 127	8/1/2023
Aug 2023	Month 128	9/1/2023
Sep 2023	Month 129	10/1/2023
Oct 2023	Month 130	11/1/2023
Nov 2023	Month 131	12/1/2023
Dec 2023	Month 132	1/1/2024
Jan 2024	Month 133	2/1/2024
Feb 2024	Month 134	3/1/2024
Mar 2024	Month 135	4/1/2024
Apr 2024	Month 136	5/1/2024
May 2024	Month 137	6/1/2024
Jun 2024	Month 138	7/1/2024
Jul 2024	Month 139	8/1/2024
Aug 2024	Month 140	9/1/2024
Sep 2024	Month 141	10/1/2024
Oct 2024	Month 142	11/1/2024

Key Milestone Allocation		
Milestone Payments		\$359,347
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2024	Month 143	12/1/2024
Dec 2024	Month 144	1/1/2025
Jan 2025	Month 145	2/1/2025
Feb 2025	Month 146	3/1/2025
Mar 2025	Month 147	4/1/2025
Apr 2025	Month 148	5/1/2025
May 2025	Month 149	6/1/2025
Jun 2025	Month 150	7/1/2025
Jul 2025	Month 151	8/1/2025
Aug 2025	Month 152	9/1/2025
Sep 2025	Month 153	10/1/2025
Oct 2025	Month 154	11/1/2025
Nov 2025	Month 155	12/1/2025
Dec 2025	Month 156	1/1/2026
Jan 2026	Month 157	2/1/2026
Feb 2026	Month 158	3/1/2026
Mar 2026	Month 159	4/1/2026
Apr 2026	Month 160	5/1/2026
May 2026	Month 161	6/1/2026
Jun 2026	Month 162	7/1/2026
Jul 2026	Month 163	8/1/2026
Aug 2026	Month 164	9/1/2026
Sep 2026	Month 165	10/1/2026
Oct 2026	Month 166	11/1/2026
Nov 2026	Month 167	12/1/2026
Dec 2026	Month 168	1/1/2027
Jan 2027	Month 169	2/1/2027
Feb 2027	Month 170	3/1/2027
Mar 2027	Month 171	4/1/2027
Apr 2027	Month 172	5/1/2027
May 2027	Month 173	6/1/2027
Jun 2027	Month 174	7/1/2027
Jul 2027	Month 175	8/1/2027
Aug 2027	Month 176	9/1/2027
Sep 2027	Month 177	10/1/2027
Oct 2027	Month 178	11/1/2027

Key Milestone Allocation		
Milestone Payments		\$359,347
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2027	Month 179	12/1/2027
Dec 2027	Month 180	1/1/2028
Jan 2028	Month 181	2/1/2028
Feb 2028	Month 182	3/1/2028
Mar 2028	Month 183	4/1/2028
Apr 2028	Month 184	5/1/2028
May 2028	Month 185	6/1/2028
Jun 2028	Month 186	7/1/2028
Jul 2028	Month 187	8/1/2028
Aug 2028	Month 188	9/1/2028
Sep 2028	Month 189	10/1/2028
Oct 2028	Month 190	11/1/2028
Nov 2028	Month 191	12/1/2028
Dec 2028	Month 192	1/1/2029
Jan 2029	Month 193	2/1/2029
Feb 2029	Month 194	3/1/2029
Mar 2029	Month 195	4/1/2029
Apr 2029	Month 196	5/1/2029
May 2029	Month 197	6/1/2029
Jun 2029	Month 198	7/1/2029
Jul 2029	Month 199	8/1/2029
Aug 2029	Month 200	9/1/2029
Sep 2029	Month 201	10/1/2029
Oct 2029	Month 202	11/1/2029
Nov 2029	Month 203	12/1/2029
Dec 2029	Month 204	1/1/2030
Jan 2030	Month 205	2/1/2030
Feb 2030	Month 206	3/1/2030
Mar 2030	Month 207	4/1/2030
Apr 2030	Month 208	5/1/2030
May 2030	Month 209	6/1/2030
Jun 2030	Month 210	7/1/2030
Jul 2030	Month 211	8/1/2030
Aug 2030	Month 212	9/1/2030
Sep 2030	Month 213	10/1/2030
Oct 2030	Month 214	11/1/2030

Key Milestone Allocation		
Milestone Payments		\$359,347
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2030	Month 215	12/1/2030
Dec 2030	Month 216	1/1/2031
Jan 2031	Month 217	2/1/2031
Feb 2031	Month 218	3/1/2031
Mar 2031	Month 219	4/1/2031
Apr 2031	Month 220	5/1/2031
May 2031	Month 221	6/1/2031
Jun 2031	Month 222	7/1/2031
Jul 2031	Month 223	8/1/2031
Aug 2031	Month 224	9/1/2031
Sep 2031	Month 225	10/1/2031
Oct 2031	Month 226	11/1/2031
Nov 2031	Month 227	12/1/2031
Dec 2031	Month 228	1/1/2032
Jan 2032	Month 229	2/1/2032
Feb 2032	Month 230	3/1/2032
Mar 2032	Month 231	4/1/2032
Apr 2032	Month 232	5/1/2032
May 2032	Month 233	6/1/2032
Jun 2032	Month 234	7/1/2032
Jul 2032	Month 235	8/1/2032
Aug 2032	Month 236	9/1/2032
Sep 2032	Month 237	10/1/2032
Oct 2032	Month 238	11/1/2032
Nov 2032	Month 239	12/1/2032
Dec 2032	Month 240	1/1/2033



EXHIBIT C.136 (AMENDMENT 27 TO EXHIBIT C.136 (CALAIM COHORTS
MILESTONES AND PAYMENTS TABLE))

TO THE

ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES AGREEMENT

Key Milestone Allocation		
Milestone Payments	\$947,246	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (15%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2013	Month 1	2/1/2013
Feb 2013	Month 2	3/1/2013
Mar 2013	Month 3	4/1/2013
Apr 2013	Month 4	5/1/2013
May 2013	Month 5	6/1/2013
Jun 2013	Month 6	7/1/2013
Jul 2013	Month 7	8/1/2013
Aug 2013	Month 8	9/1/2013
Sep 2013	Month 9	10/1/2013
Oct 2013	Month 10	11/1/2013
Nov 2013	Month 11	12/1/2013
Dec 2013	Month 12	1/1/2014
Jan 2014	Month 13	2/1/2014
Feb 2014	Month 14	3/1/2014
Mar 2014	Month 15	4/1/2014
Apr 2014	Month 16	5/1/2014
May 2014	Month 17	6/1/2014
Jun 2014	Month 18	7/1/2014
Jul 2014	Month 19	8/1/2014
Aug 2014	Month 20	9/1/2014
Sep 2014	Month 21	10/1/2014
Oct 2014	Month 22	11/1/2014
Nov 2014	Month 23	12/1/2014
Dec 2014	Month 24	1/1/2015
Jan 2015	Month 25	2/1/2015
Feb 2015	Month 26	3/1/2015
Mar 2015	Month 27	4/1/2015
Apr 2015	Month 28	5/1/2015
May 2015	Month 29	6/1/2015
Jun 2015	Month 30	7/1/2015
Jul 2015	Month 31	8/1/2015
Aug 2015	Month 32	9/1/2015
Sep 2015	Month 33	10/1/2015
Oct 2015	Month 34	11/1/2015
Nov 2015	Month 35	12/1/2015

Key Milestone Allocation		
Milestone Payments	\$947,246	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (15%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Dec 2015	Month 36	1/1/2016
Jan 2016	Month 37	2/1/2016
Feb 2016	Month 38	3/1/2016
Mar 2016	Month 39	4/1/2016
Apr 2016	Month 40	5/1/2016
May 2016	Month 41	6/1/2016
Jun 2016	Month 42	7/1/2016
Jul 2016	Month 43	8/1/2016
Aug 2016	Month 44	9/1/2016
Sep 2016	Month 45	10/1/2016
Oct 2016	Month 46	11/1/2016
Nov 2016	Month 47	12/1/2016
Dec 2016	Month 48	1/1/2017
Jan 2017	Month 49	2/1/2017
Feb 2017	Month 50	3/1/2017
Mar 2017	Month 51	4/1/2017
Apr 2017	Month 52	5/1/2017
May 2017	Month 53	6/1/2017
Jun 2017	Month 54	7/1/2017
Jul 2017	Month 55	8/1/2017
Aug 2017	Month 56	9/1/2017
Sep 2017	Month 57	10/1/2017
Oct 2017	Month 58	11/1/2017
Nov 2017	Month 59	12/1/2017
Dec 2017	Month 60	1/1/2018
Jan 2018	Month 61	2/1/2018
Feb 2018	Month 62	3/1/2018
Mar 2018	Month 63	4/1/2018
Apr 2018	Month 64	5/1/2018
May 2018	Month 65	6/1/2018
Jun 2018	Month 66	7/1/2018
Jul 2018	Month 67	8/1/2018
Aug 2018	Month 68	9/1/2018
Sep 2018	Month 69	10/1/2018
Oct 2018	Month 70	11/1/2018

Key Milestone Allocation		
Milestone Payments	\$947,246	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (15%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2018	Month 71	12/1/2018
Dec 2018	Month 72	1/1/2019
Jan 2019	Month 73	2/1/2019
Feb 2019	Month 74	3/1/2019
Mar 2019	Month 75	4/1/2019
Apr 2019	Month 76	5/1/2019
May 2019	Month 77	6/1/2019
Jun 2019	Month 78	7/1/2019
Jul 2019	Month 79	8/1/2019
Aug 2019	Month 80	9/1/2019
Sep 2019	Month 81	10/1/2019
Oct 2019	Month 82	11/1/2019
Nov 2019	Month 83	12/1/2019
Dec 2019	Month 84	1/1/2020
Jan 2020	Month 85	2/1/2020
Feb 2020	Month 86	3/1/2020
Mar 2020	Month 87	4/1/2020
Apr 2020	Month 88	5/1/2020
May 2020	Month 89	6/1/2020
Jun 2020	Month 90	7/1/2020
Jul 2020	Month 91	8/1/2020
Aug 2020	Month 92	9/1/2020
Sep 2020	Month 93	10/1/2020
Oct 2020	Month 94	11/1/2020
Nov 2020	Month 95	12/1/2020
Dec 2020	Month 96	1/1/2021
Jan 2021	Month 97	2/1/2021
Feb 2021	Month 98	3/1/2021
Mar 2021	Month 99	4/1/2021
Apr 2021	Month 100	5/1/2021
May 2021	Month 101	6/1/2021
Jun 2021	Month 102	7/1/2021
Jul 2021	Month 103	8/1/2021
Aug 2021	Month 104	9/1/2021
Sep 2021	Month 105	10/1/2021

Key Milestone Allocation		
Milestone Payments	\$947,246	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (15%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Oct 2021	Month 106	11/1/2021
Nov 2021	Month 107	12/1/2021
Key Milestone Approval - Complete CalAIM Co		
Dec 2021	Month 108	1/1/2022
Jan 2022	Month 109	2/1/2022
Key Milestone Approval - CalAIM Cohorts Func		
Feb 2022	Month 110	3/1/2022
Mar 2022	Month 111	4/1/2022
Apr 2022	Month 112	5/1/2022
Key Milestone Approval - CalAIM Cohorts Func		
May 2022	Month 113	6/1/2022
Jun 2022	Month 114	7/1/2022
Jul 2022	Month 115	8/1/2022
Aug 2022	Month 116	9/1/2022
Sep 2022	Month 117	10/1/2022
Oct 2022	Month 118	11/1/2022
Nov 2022	Month 119	12/1/2022
Dec 2022	Month 120	1/1/2023
Jan 2023	Month 121	2/1/2023
Feb 2023	Month 122	3/1/2023
Mar 2023	Month 123	4/1/2023
Apr 2023	Month 124	5/1/2023
May 2023	Month 125	6/1/2023
Jun 2023	Month 126	7/1/2023
Jul 2023	Month 127	8/1/2023
Aug 2023	Month 128	9/1/2023
Sep 2023	Month 129	10/1/2023
Oct 2023	Month 130	11/1/2023
Nov 2023	Month 131	12/1/2023
Dec 2023	Month 132	1/1/2024
Jan 2024	Month 133	2/1/2024
Feb 2024	Month 134	3/1/2024
Mar 2024	Month 135	4/1/2024
Apr 2024	Month 136	5/1/2024
May 2024	Month 137	6/1/2024

Key Milestone Allocation		
Milestone Payments	\$947,246	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (15%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Jun 2024	Month 138	7/1/2024
Jul 2024	Month 139	8/1/2024
Aug 2024	Month 140	9/1/2024
Sep 2024	Month 141	10/1/2024
Oct 2024	Month 142	11/1/2024
Nov 2024	Month 143	12/1/2024
Dec 2024	Month 144	1/1/2025
Jan 2025	Month 145	2/1/2025
Feb 2025	Month 146	3/1/2025
Mar 2025	Month 147	4/1/2025
Apr 2025	Month 148	5/1/2025
May 2025	Month 149	6/1/2025
Jun 2025	Month 150	7/1/2025
Jul 2025	Month 151	8/1/2025
Aug 2025	Month 152	9/1/2025
Sep 2025	Month 153	10/1/2025
Oct 2025	Month 154	11/1/2025
Nov 2025	Month 155	12/1/2025
Dec 2025	Month 156	1/1/2026
Jan 2026	Month 157	2/1/2026
Feb 2026	Month 158	3/1/2026
Mar 2026	Month 159	4/1/2026
Apr 2026	Month 160	5/1/2026
May 2026	Month 161	6/1/2026
Jun 2026	Month 162	7/1/2026
Jul 2026	Month 163	8/1/2026
Aug 2026	Month 164	9/1/2026
Sep 2026	Month 165	10/1/2026
Oct 2026	Month 166	11/1/2026
Nov 2026	Month 167	12/1/2026
Dec 2026	Month 168	1/1/2027
Jan 2027	Month 169	2/1/2027
Feb 2027	Month 170	3/1/2027
Mar 2027	Month 171	4/1/2027
Apr 2027	Month 172	5/1/2027

Key Milestone Allocation		
Milestone Payments	\$947,246	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (15%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
May 2027	Month 173	6/1/2027
Jun 2027	Month 174	7/1/2027
Jul 2027	Month 175	8/1/2027
Aug 2027	Month 176	9/1/2027
Sep 2027	Month 177	10/1/2027
Oct 2027	Month 178	11/1/2027
Nov 2027	Month 179	12/1/2027
Dec 2027	Month 180	1/1/2028
Jan 2028	Month 181	2/1/2028
Feb 2028	Month 182	3/1/2028
Mar 2028	Month 183	4/1/2028
Apr 2028	Month 184	5/1/2028
May 2028	Month 185	6/1/2028
Jun 2028	Month 186	7/1/2028
Jul 2028	Month 187	8/1/2028
Aug 2028	Month 188	9/1/2028
Sep 2028	Month 189	10/1/2028
Oct 2028	Month 190	11/1/2028
Nov 2028	Month 191	12/1/2028
Dec 2028	Month 192	1/1/2029
Jan 2029	Month 193	2/1/2029
Feb 2029	Month 194	3/1/2029
Mar 2029	Month 195	4/1/2029
Apr 2029	Month 196	5/1/2029
May 2029	Month 197	6/1/2029
Jun 2029	Month 198	7/1/2029
Jul 2029	Month 199	8/1/2029
Aug 2029	Month 200	9/1/2029
Sep 2029	Month 201	10/1/2029
Oct 2029	Month 202	11/1/2029
Nov 2029	Month 203	12/1/2029
Dec 2029	Month 204	1/1/2030
Jan 2030	Month 205	2/1/2030
Feb 2030	Month 206	3/1/2030
Mar 2030	Month 207	4/1/2030

Key Milestone Allocation		
Milestone Payments	\$947,246	
Key Milestone Scheduled Duration		
Monthly Key Milestone Payment		
Holdback Amount (15%)		
Associated Key Deliverables		
Month of Services Performance	Contract Month Number	Expected Invoice Date
Apr 2030	Month 208	5/1/2030
May 2030	Month 209	6/1/2030
Jun 2030	Month 210	7/1/2030
Jul 2030	Month 211	8/1/2030
Aug 2030	Month 212	9/1/2030
Sep 2030	Month 213	10/1/2030
Oct 2030	Month 214	11/1/2030
Nov 2030	Month 215	12/1/2030
Dec 2030	Month 216	1/1/2031
Jan 2031	Month 217	2/1/2031
Feb 2031	Month 218	3/1/2031
Mar 2031	Month 219	4/1/2031
Apr 2031	Month 220	5/1/2031
May 2031	Month 221	6/1/2031
Jun 2031	Month 222	7/1/2031
Jul 2031	Month 223	8/1/2031
Aug 2031	Month 224	9/1/2031
Sep 2031	Month 225	10/1/2031
Oct 2031	Month 226	11/1/2031
Nov 2031	Month 227	12/1/2031
Dec 2031	Month 228	1/1/2032
Jan 2032	Month 229	2/1/2032
Feb 2032	Month 230	3/1/2032
Mar 2032	Month 231	4/1/2032
Apr 2032	Month 232	5/1/2032
May 2032	Month 233	6/1/2032
Jun 2032	Month 234	7/1/2032
Jul 2032	Month 235	8/1/2032
Aug 2032	Month 236	9/1/2032
Sep 2032	Month 237	10/1/2032
Oct 2032	Month 238	11/1/2032
Nov 2032	Month 239	12/1/2032
Dec 2032	Month 240	1/1/2033

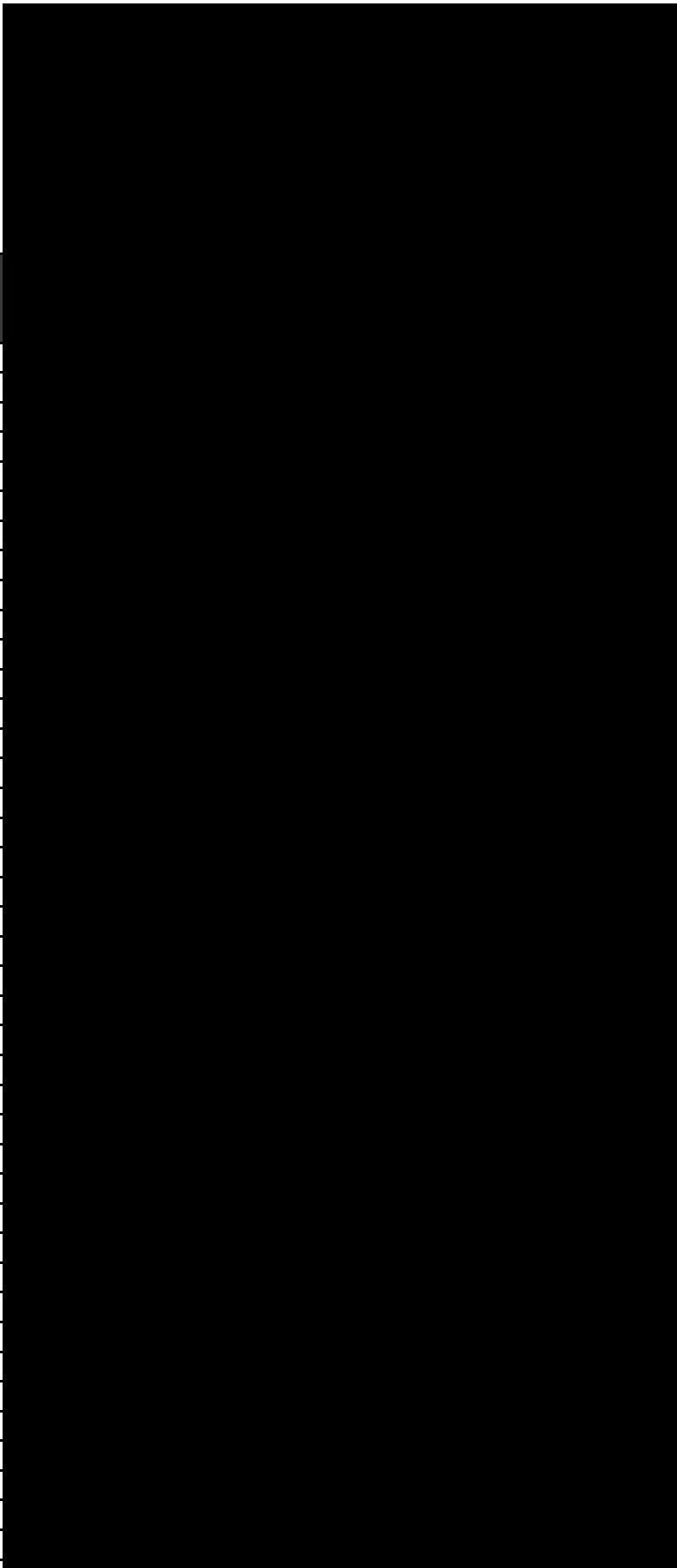


EXHIBIT C.157 (AMENDMENT 27 TO EXHIBIT C.157 (2023 USE
RECONCILIATION MILESTONES AND PAYMENTS TABLE))

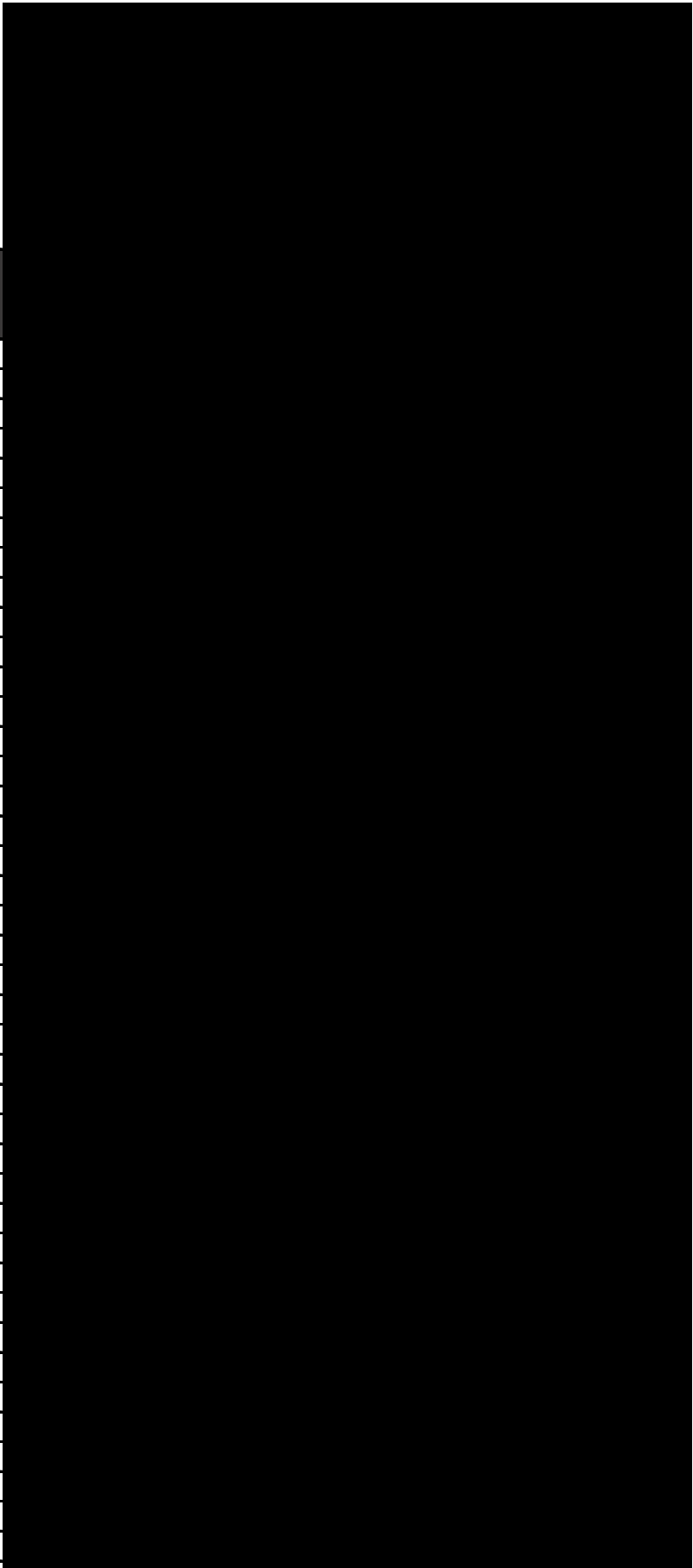
TO THE

ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES AGREEMENT

Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2013	Month 1	2/1/2013
Feb 2013	Month 2	3/1/2013
Mar 2013	Month 3	4/1/2013
Apr 2013	Month 4	5/1/2013
May 2013	Month 5	6/1/2013
Jun 2013	Month 6	7/1/2013
Jul 2013	Month 7	8/1/2013
Aug 2013	Month 8	9/1/2013
Sep 2013	Month 9	10/1/2013
Oct 2013	Month 10	11/1/2013
Nov 2013	Month 11	12/1/2013
Dec 2013	Month 12	1/1/2014
Jan 2014	Month 13	2/1/2014
Feb 2014	Month 14	3/1/2014
Mar 2014	Month 15	4/1/2014
Apr 2014	Month 16	5/1/2014
May 2014	Month 17	6/1/2014
Jun 2014	Month 18	7/1/2014
Jul 2014	Month 19	8/1/2014
Aug 2014	Month 20	9/1/2014
Sep 2014	Month 21	10/1/2014
Oct 2014	Month 22	11/1/2014
Nov 2014	Month 23	12/1/2014
Dec 2014	Month 24	1/1/2015
Jan 2015	Month 25	2/1/2015
Feb 2015	Month 26	3/1/2015
Mar 2015	Month 27	4/1/2015
Apr 2015	Month 28	5/1/2015
May 2015	Month 29	6/1/2015
Jun 2015	Month 30	7/1/2015
Jul 2015	Month 31	8/1/2015
Aug 2015	Month 32	9/1/2015
Sep 2015	Month 33	10/1/2015
Oct 2015	Month 34	11/1/2015
Nov 2015	Month 35	12/1/2015
Dec 2015	Month 36	1/1/2016
Jan 2016	Month 37	2/1/2016
Feb 2016	Month 38	3/1/2016
Mar 2016	Month 39	4/1/2016
Apr 2016	Month 40	5/1/2016
May 2016	Month 41	6/1/2016



Month of Services Performance	Contract Month Number	Expected Invoice Date
Jun 2016	Month 42	7/1/2016
Jul 2016	Month 43	8/1/2016
Aug 2016	Month 44	9/1/2016
Sep 2016	Month 45	10/1/2016
Oct 2016	Month 46	11/1/2016
Nov 2016	Month 47	12/1/2016
Dec 2016	Month 48	1/1/2017
Jan 2017	Month 49	2/1/2017
Feb 2017	Month 50	3/1/2017
Mar 2017	Month 51	4/1/2017
Apr 2017	Month 52	5/1/2017
May 2017	Month 53	6/1/2017
Jun 2017	Month 54	7/1/2017
Jul 2017	Month 55	8/1/2017
Aug 2017	Month 56	9/1/2017
Sep 2017	Month 57	10/1/2017
Oct 2017	Month 58	11/1/2017
Nov 2017	Month 59	12/1/2017
Dec 2017	Month 60	1/1/2018
Jan 2018	Month 61	2/1/2018
Feb 2018	Month 62	3/1/2018
Mar 2018	Month 63	4/1/2018
Apr 2018	Month 64	5/1/2018
May 2018	Month 65	6/1/2018
Jun 2018	Month 66	7/1/2018
Jul 2018	Month 67	8/1/2018
Aug 2018	Month 68	9/1/2018
Sep 2018	Month 69	10/1/2018
Oct 2018	Month 70	11/1/2018
Nov 2018	Month 71	12/1/2018
Dec 2018	Month 72	1/1/2019
Jan 2019	Month 73	2/1/2019
Feb 2019	Month 74	3/1/2019
Mar 2019	Month 75	4/1/2019
Apr 2019	Month 76	5/1/2019
May 2019	Month 77	6/1/2019
Jun 2019	Month 78	7/1/2019
Jul 2019	Month 79	8/1/2019
Aug 2019	Month 80	9/1/2019
Sep 2019	Month 81	10/1/2019
Oct 2019	Month 82	11/1/2019

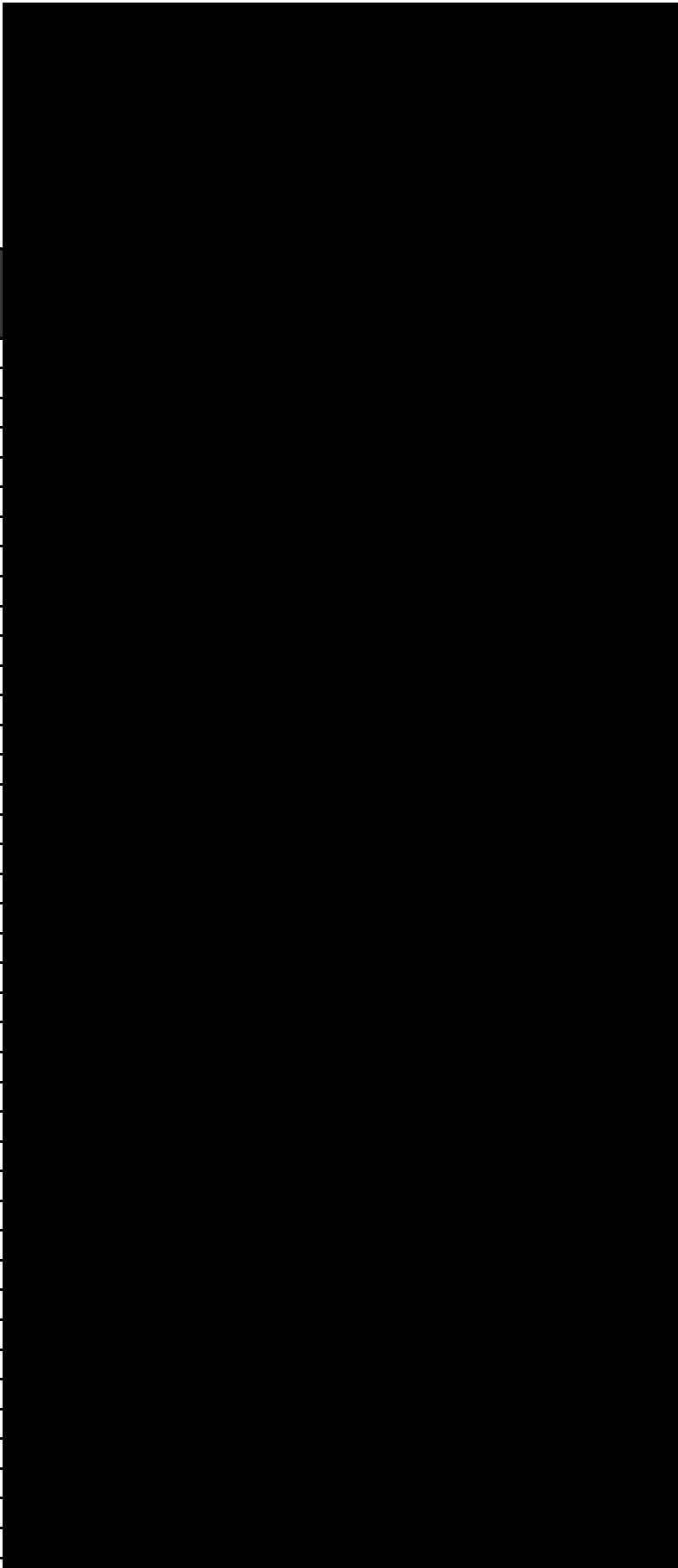


Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2019	Month 83	12/1/2019
Dec 2019	Month 84	1/1/2020
Jan 2020	Month 85	2/1/2020
Feb 2020	Month 86	3/1/2020
Mar 2020	Month 87	4/1/2020
Apr 2020	Month 88	5/1/2020
May 2020	Month 89	6/1/2020
Jun 2020	Month 90	7/1/2020
Jul 2020	Month 91	8/1/2020
Aug 2020	Month 92	9/1/2020
Sep 2020	Month 93	10/1/2020
Oct 2020	Month 94	11/1/2020
Nov 2020	Month 95	12/1/2020
Dec 2020	Month 96	1/1/2021
Jan 2021	Month 97	2/1/2021
Feb 2021	Month 98	3/1/2021
Mar 2021	Month 99	4/1/2021
Apr 2021	Month 100	5/1/2021
May 2021	Month 101	6/1/2021
Jun 2021	Month 102	7/1/2021
Jul 2021	Month 103	8/1/2021
Aug 2021	Month 104	9/1/2021
Sep 2021	Month 105	10/1/2021
Oct 2021	Month 106	11/1/2021
Nov 2021	Month 107	12/1/2021
Dec 2021	Month 108	1/1/2022
Jan 2022	Month 109	2/1/2022
Feb 2022	Month 110	3/1/2022
Mar 2022	Month 111	4/1/2022
Apr 2022	Month 112	5/1/2022
May 2022	Month 113	6/1/2022
Jun 2022	Month 114	7/1/2022
Jul 2022	Month 115	8/1/2022
Aug 2022	Month 116	9/1/2022
Sep 2022	Month 117	10/1/2022
Oct 2022	Month 118	11/1/2022
Nov 2022	Month 119	12/1/2022
Dec 2022	Month 120	1/1/2023
Jan 2023	Month 121	2/1/2023
Feb 2023	Month 122	3/1/2023
Mar 2023	Month 123	4/1/2023



Month of Services Performance	Contract Month Number	Expected Invoice Date
Apr 2023	Month 124	5/1/2023
May 2023	Month 125	6/1/2023
2023 Use Reconciliation One-Time Fees		
2023 Use Rec. Recurring Fees Prior to Amendment		
Jun 2023	Month 126	7/1/2023
Jul 2023	Month 127	8/1/2023
Aug 2023	Month 128	9/1/2023
Sep 2023	Month 129	10/1/2023
Oct 2023	Month 130	11/1/2023
Nov 2023	Month 131	12/1/2023
Dec 2023	Month 132	1/1/2024
Jan 2024	Month 133	2/1/2024
Feb 2024	Month 134	3/1/2024
Mar 2024	Month 135	4/1/2024
Apr 2024	Month 136	5/1/2024
May 2024	Month 137	6/1/2024
Jun 2024	Month 138	7/1/2024
Jul 2024	Month 139	8/1/2024
Aug 2024	Month 140	9/1/2024
Sep 2024	Month 141	10/1/2024
Oct 2024	Month 142	11/1/2024
Nov 2024	Month 143	12/1/2024
Dec 2024	Month 144	1/1/2025
Jan 2025	Month 145	2/1/2025
Feb 2025	Month 146	3/1/2025
Mar 2025	Month 147	4/1/2025
Apr 2025	Month 148	5/1/2025
May 2025	Month 149	6/1/2025
Jun 2025	Month 150	7/1/2025
Jul 2025	Month 151	8/1/2025
Aug 2025	Month 152	9/1/2025
Sep 2025	Month 153	10/1/2025
Oct 2025	Month 154	11/1/2025
Nov 2025	Month 155	12/1/2025
Dec 2025	Month 156	1/1/2026
Jan 2026	Month 157	2/1/2026
Feb 2026	Month 158	3/1/2026
Mar 2026	Month 159	4/1/2026
Apr 2026	Month 160	5/1/2026
May 2026	Month 161	6/1/2026
Jun 2026	Month 162	7/1/2026

Month of Services Performance	Contract Month Number	Expected Invoice Date
Jul 2026	Month 163	8/1/2026
Aug 2026	Month 164	9/1/2026
Sep 2026	Month 165	10/1/2026
Oct 2026	Month 166	11/1/2026
Nov 2026	Month 167	12/1/2026
Dec 2026	Month 168	1/1/2027
Jan 2027	Month 169	2/1/2027
Feb 2027	Month 170	3/1/2027
Mar 2027	Month 171	4/1/2027
Apr 2027	Month 172	5/1/2027
May 2027	Month 173	6/1/2027
Jun 2027	Month 174	7/1/2027
Jul 2027	Month 175	8/1/2027
Aug 2027	Month 176	9/1/2027
Sep 2027	Month 177	10/1/2027
Oct 2027	Month 178	11/1/2027
Nov 2027	Month 179	12/1/2027
Dec 2027	Month 180	1/1/2028
Jan 2028	Month 181	2/1/2028
Feb 2028	Month 182	3/1/2028
Mar 2028	Month 183	4/1/2028
Apr 2028	Month 184	5/1/2028
May 2028	Month 185	6/1/2028
Jun 2028	Month 186	7/1/2028
Jul 2028	Month 187	8/1/2028
Aug 2028	Month 188	9/1/2028
Sep 2028	Month 189	10/1/2028
Oct 2028	Month 190	11/1/2028
Nov 2028	Month 191	12/1/2028
Dec 2028	Month 192	1/1/2029
Jan 2029	Month 193	2/1/2029
Feb 2029	Month 194	3/1/2029
Mar 2029	Month 195	4/1/2029
Apr 2029	Month 196	5/1/2029
May 2029	Month 197	6/1/2029
Jun 2029	Month 198	7/1/2029
Jul 2029	Month 199	8/1/2029
Aug 2029	Month 200	9/1/2029
Sep 2029	Month 201	10/1/2029
Oct 2029	Month 202	11/1/2029
Nov 2029	Month 203	12/1/2029



Month of Services Performance	Contract Month Number	Expected Invoice Date
Dec 2029	Month 204	1/1/2030
Jan 2030	Month 205	2/1/2030
Feb 2030	Month 206	3/1/2030
Mar 2030	Month 207	4/1/2030
Apr 2030	Month 208	5/1/2030
May 2030	Month 209	6/1/2030
Jun 2030	Month 210	7/1/2030
Jul 2030	Month 211	8/1/2030
Aug 2030	Month 212	9/1/2030
Sep 2030	Month 213	10/1/2030
Oct 2030	Month 214	11/1/2030
Nov 2030	Month 215	12/1/2030
Dec 2030	Month 216	1/1/2031
Jan 2031	Month 217	2/1/2031
Feb 2031	Month 218	3/1/2031
Mar 2031	Month 219	4/1/2031
Apr 2031	Month 220	5/1/2031
May 2031	Month 221	6/1/2031
Jun 2031	Month 222	7/1/2031
Jul 2031	Month 223	8/1/2031
Aug 2031	Month 224	9/1/2031
Sep 2031	Month 225	10/1/2031
Oct 2031	Month 226	11/1/2031
Nov 2031	Month 227	12/1/2031
Dec 2031	Month 228	1/1/2032
Jan 2032	Month 229	2/1/2032
Feb 2032	Month 230	3/1/2032
Mar 2032	Month 231	4/1/2032
Apr 2032	Month 232	5/1/2032
May 2032	Month 233	6/1/2032
Jun 2032	Month 234	7/1/2032
Jul 2032	Month 235	8/1/2032
Aug 2032	Month 236	9/1/2032
Sep 2032	Month 237	10/1/2032
Oct 2032	Month 238	11/1/2032
Nov 2032	Month 239	12/1/2032
Dec 2032	Month 240	1/1/2033

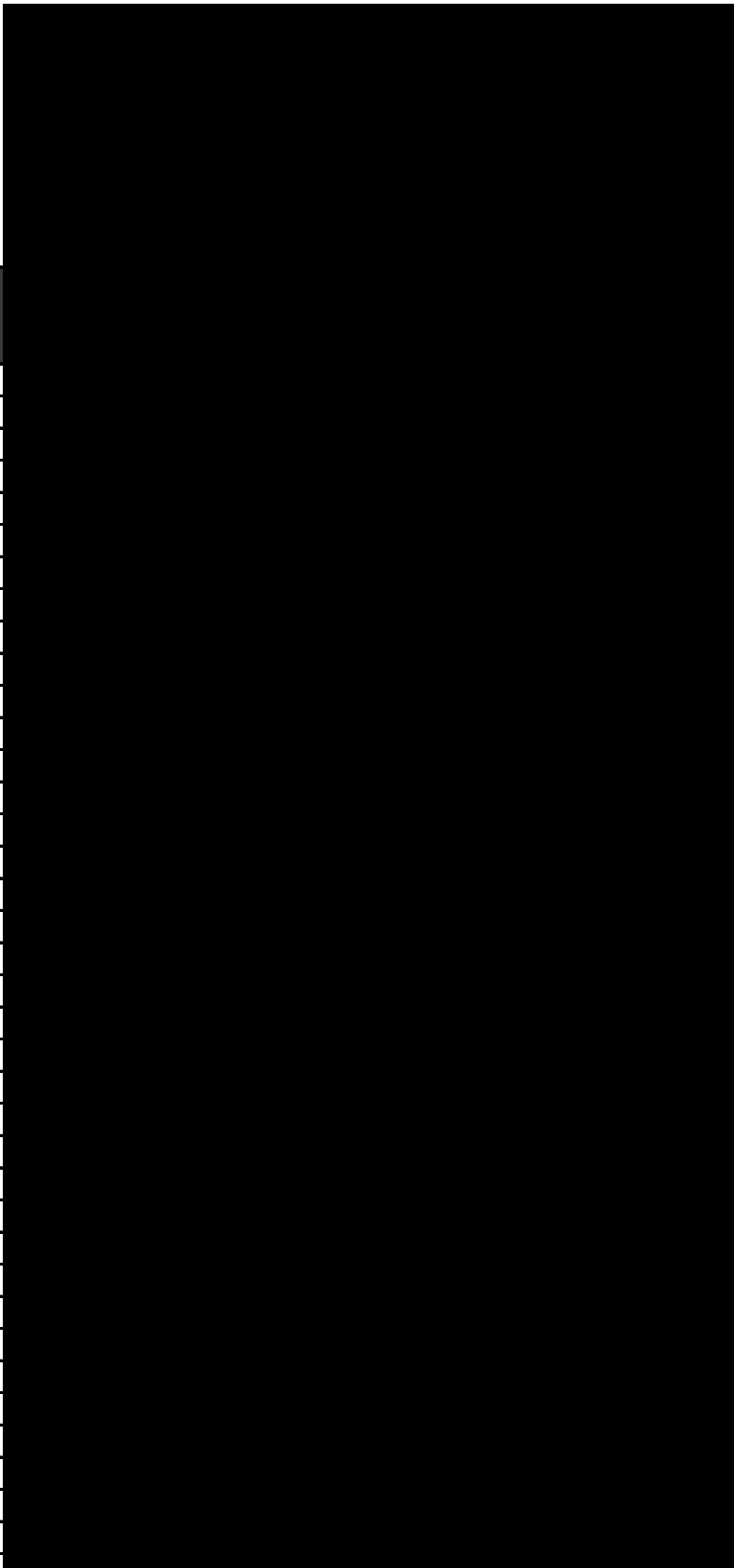




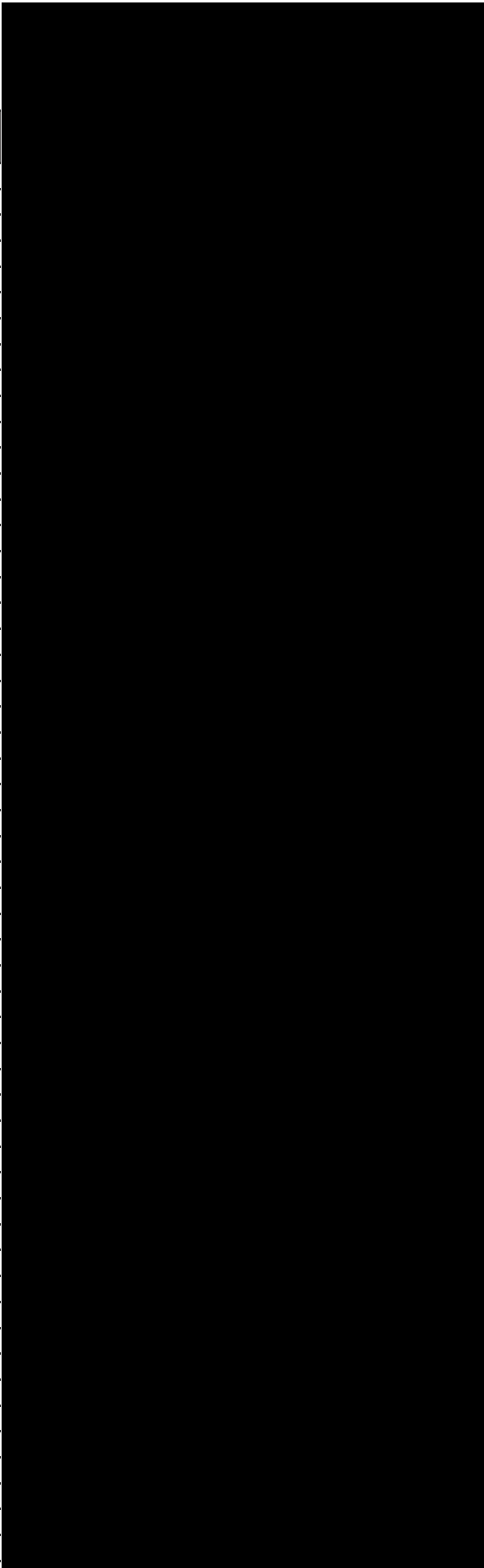
EXHIBIT C.168 (AMENDMENT 27 TO EXHIBIT C.168 (NEW ELM DATA
SOURCES MILESTONES AND PAYMENTS TABLE))

TO THE

ELECTRONIC HEALTH RECORDS SYSTEM AND SERVICES AGREEMENT

Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2013	Month 1	2/1/2013
Feb 2013	Month 2	3/1/2013
Mar 2013	Month 3	4/1/2013
Apr 2013	Month 4	5/1/2013
May 2013	Month 5	6/1/2013
Jun 2013	Month 6	7/1/2013
Jul 2013	Month 7	8/1/2013
Aug 2013	Month 8	9/1/2013
Sep 2013	Month 9	10/1/2013
Oct 2013	Month 10	11/1/2013
Nov 2013	Month 11	12/1/2013
Dec 2013	Month 12	1/1/2014
Jan 2014	Month 13	2/1/2014
Feb 2014	Month 14	3/1/2014
Mar 2014	Month 15	4/1/2014
Apr 2014	Month 16	5/1/2014
May 2014	Month 17	6/1/2014
Jun 2014	Month 18	7/1/2014
Jul 2014	Month 19	8/1/2014
Aug 2014	Month 20	9/1/2014
Sep 2014	Month 21	10/1/2014
Oct 2014	Month 22	11/1/2014
Nov 2014	Month 23	12/1/2014
Dec 2014	Month 24	1/1/2015
Jan 2015	Month 25	2/1/2015
Feb 2015	Month 26	3/1/2015
Mar 2015	Month 27	4/1/2015
Apr 2015	Month 28	5/1/2015
May 2015	Month 29	6/1/2015
Jun 2015	Month 30	7/1/2015
Jul 2015	Month 31	8/1/2015
Aug 2015	Month 32	9/1/2015
Sep 2015	Month 33	10/1/2015
Oct 2015	Month 34	11/1/2015
Nov 2015	Month 35	12/1/2015
Dec 2015	Month 36	1/1/2016
Jan 2016	Month 37	2/1/2016
Feb 2016	Month 38	3/1/2016
Mar 2016	Month 39	4/1/2016
Apr 2016	Month 40	5/1/2016
May 2016	Month 41	6/1/2016
Jun 2016	Month 42	7/1/2016
Jul 2016	Month 43	8/1/2016
Aug 2016	Month 44	9/1/2016
Sep 2016	Month 45	10/1/2016
Oct 2016	Month 46	11/1/2016
Nov 2016	Month 47	12/1/2016
Dec 2016	Month 48	1/1/2017
Jan 2017	Month 49	2/1/2017
Feb 2017	Month 50	3/1/2017
Mar 2017	Month 51	4/1/2017
Apr 2017	Month 52	5/1/2017
May 2017	Month 53	6/1/2017
Jun 2017	Month 54	7/1/2017

Month of Services Performance	Contract Month Number	Expected Invoice Date
Jul 2017	Month 55	8/1/2017
Aug 2017	Month 56	9/1/2017
Sep 2017	Month 57	10/1/2017
Oct 2017	Month 58	11/1/2017
Nov 2017	Month 59	12/1/2017
Dec 2017	Month 60	1/1/2018
Jan 2018	Month 61	2/1/2018
Feb 2018	Month 62	3/1/2018
Mar 2018	Month 63	4/1/2018
Apr 2018	Month 64	5/1/2018
May 2018	Month 65	6/1/2018
Jun 2018	Month 66	7/1/2018
Jul 2018	Month 67	8/1/2018
Aug 2018	Month 68	9/1/2018
Sep 2018	Month 69	10/1/2018
Oct 2018	Month 70	11/1/2018
Nov 2018	Month 71	12/1/2018
Dec 2018	Month 72	1/1/2019
Jan 2019	Month 73	2/1/2019
Feb 2019	Month 74	3/1/2019
Mar 2019	Month 75	4/1/2019
Apr 2019	Month 76	5/1/2019
May 2019	Month 77	6/1/2019
Jun 2019	Month 78	7/1/2019
Jul 2019	Month 79	8/1/2019
Aug 2019	Month 80	9/1/2019
Sep 2019	Month 81	10/1/2019
Oct 2019	Month 82	11/1/2019
Nov 2019	Month 83	12/1/2019
Dec 2019	Month 84	1/1/2020
Jan 2020	Month 85	2/1/2020
Feb 2020	Month 86	3/1/2020
Mar 2020	Month 87	4/1/2020
Apr 2020	Month 88	5/1/2020
May 2020	Month 89	6/1/2020
Jun 2020	Month 90	7/1/2020
Jul 2020	Month 91	8/1/2020
Aug 2020	Month 92	9/1/2020
Sep 2020	Month 93	10/1/2020
Oct 2020	Month 94	11/1/2020
Nov 2020	Month 95	12/1/2020
Dec 2020	Month 96	1/1/2021
Jan 2021	Month 97	2/1/2021
Feb 2021	Month 98	3/1/2021
Mar 2021	Month 99	4/1/2021
Apr 2021	Month 100	5/1/2021
May 2021	Month 101	6/1/2021
Jun 2021	Month 102	7/1/2021
Jul 2021	Month 103	8/1/2021
Aug 2021	Month 104	9/1/2021
Sep 2021	Month 105	10/1/2021
Oct 2021	Month 106	11/1/2021
Nov 2021	Month 107	12/1/2021
Dec 2021	Month 108	1/1/2022



Month of Services Performance	Contract Month Number	Expected Invoice Date
Jan 2022	Month 109	2/1/2022
Feb 2022	Month 110	3/1/2022
Mar 2022	Month 111	4/1/2022
Apr 2022	Month 112	5/1/2022
May 2022	Month 113	6/1/2022
Jun 2022	Month 114	7/1/2022
Jul 2022	Month 115	8/1/2022
Aug 2022	Month 116	9/1/2022
Sep 2022	Month 117	10/1/2022
Oct 2022	Month 118	11/1/2022
Nov 2022	Month 119	12/1/2022
Dec 2022	Month 120	1/1/2023
Jan 2023	Month 121	2/1/2023
Feb 2023	Month 122	3/1/2023
Mar 2023	Month 123	4/1/2023
Apr 2023	Month 124	5/1/2023
May 2023	Month 125	6/1/2023
Jun 2023	Month 126	7/1/2023
Jul 2023	Month 127	8/1/2023
Aug 2023	Month 128	9/1/2023
Sep 2023	Month 129	10/1/2023
Oct 2023	Month 130	11/1/2023
Nov 2023	Month 131	12/1/2023
Dec 2023	Month 132	1/1/2024
Jan 2024	Month 133	2/1/2024
Feb 2024	Month 134	3/1/2024
Mar 2024	Month 135	4/1/2024
Apr 2024	Month 136	5/1/2024
May 2024	Month 137	6/1/2024
Jun 2024	Month 138	7/1/2024
Jul 2024	Month 139	8/1/2024
Aug 2024	Month 140	9/1/2024
Sep 2024	Month 141	10/1/2024
Oct 2024	Month 142	11/1/2024
Nov 2024	Month 143	12/1/2024
Dec 2024	Month 144	1/1/2025
Upon the Change Order BQ Date (Contractor Delivered the New ELM Data Sources Prior to the Change Order BQ Date)		
Jan 2025	Month 145	2/1/2025
Feb 2025	Month 146	3/1/2025
Mar 2025	Month 147	4/1/2025
Apr 2025	Month 148	5/1/2025
May 2025	Month 149	6/1/2025
Jun 2025	Month 150	7/1/2025
Jul 2025	Month 151	8/1/2025
Aug 2025	Month 152	9/1/2025
Sep 2025	Month 153	10/1/2025
Oct 2025	Month 154	11/1/2025
Nov 2025	Month 155	12/1/2025
Dec 2025	Month 156	1/1/2026
Jan 2026	Month 157	2/1/2026
Feb 2026	Month 158	3/1/2026
Mar 2026	Month 159	4/1/2026
Apr 2026	Month 160	5/1/2026

Month of Services Performance	Contract Month Number	Expected Invoice Date
May 2026	Month 161	6/1/2026
Jun 2026	Month 162	7/1/2026
Jul 2026	Month 163	8/1/2026
Aug 2026	Month 164	9/1/2026
Sep 2026	Month 165	10/1/2026
Oct 2026	Month 166	11/1/2026
Nov 2026	Month 167	12/1/2026
Dec 2026	Month 168	1/1/2027
Jan 2027	Month 169	2/1/2027
Feb 2027	Month 170	3/1/2027
Mar 2027	Month 171	4/1/2027
Apr 2027	Month 172	5/1/2027
May 2027	Month 173	6/1/2027
Jun 2027	Month 174	7/1/2027
Jul 2027	Month 175	8/1/2027
Aug 2027	Month 176	9/1/2027
Sep 2027	Month 177	10/1/2027
Oct 2027	Month 178	11/1/2027
Nov 2027	Month 179	12/1/2027
Dec 2027	Month 180	1/1/2028
Jan 2028	Month 181	2/1/2028
Feb 2028	Month 182	3/1/2028
Mar 2028	Month 183	4/1/2028
Apr 2028	Month 184	5/1/2028
May 2028	Month 185	6/1/2028
Jun 2028	Month 186	7/1/2028
Jul 2028	Month 187	8/1/2028
Aug 2028	Month 188	9/1/2028
Sep 2028	Month 189	10/1/2028
Oct 2028	Month 190	11/1/2028
Nov 2028	Month 191	12/1/2028
Dec 2028	Month 192	1/1/2029
Jan 2029	Month 193	2/1/2029
Feb 2029	Month 194	3/1/2029
Mar 2029	Month 195	4/1/2029
Apr 2029	Month 196	5/1/2029
May 2029	Month 197	6/1/2029
Jun 2029	Month 198	7/1/2029
Jul 2029	Month 199	8/1/2029
Aug 2029	Month 200	9/1/2029
Sep 2029	Month 201	10/1/2029
Oct 2029	Month 202	11/1/2029
Nov 2029	Month 203	12/1/2029
Dec 2029	Month 204	1/1/2030
Jan 2030	Month 205	2/1/2030
Feb 2030	Month 206	3/1/2030
Mar 2030	Month 207	4/1/2030
Apr 2030	Month 208	5/1/2030
May 2030	Month 209	6/1/2030
Jun 2030	Month 210	7/1/2030
Jul 2030	Month 211	8/1/2030
Aug 2030	Month 212	9/1/2030
Sep 2030	Month 213	10/1/2030
Oct 2030	Month 214	11/1/2030

Month of Services Performance	Contract Month Number	Expected Invoice Date
Nov 2030	Month 215	12/1/2030
Dec 2030	Month 216	1/1/2031
Jan 2031	Month 217	2/1/2031
Feb 2031	Month 218	3/1/2031
Mar 2031	Month 219	4/1/2031
Apr 2031	Month 220	5/1/2031
May 2031	Month 221	6/1/2031
Jun 2031	Month 222	7/1/2031
Jul 2031	Month 223	8/1/2031
Aug 2031	Month 224	9/1/2031
Sep 2031	Month 225	10/1/2031
Oct 2031	Month 226	11/1/2031
Nov 2031	Month 227	12/1/2031
Dec 2031	Month 228	1/1/2032
Jan 2032	Month 229	2/1/2032
Feb 2032	Month 230	3/1/2032
Mar 2032	Month 231	4/1/2032
Apr 2032	Month 232	5/1/2032
May 2032	Month 233	6/1/2032
Jun 2032	Month 234	7/1/2032
Jul 2032	Month 235	8/1/2032
Aug 2032	Month 236	9/1/2032
Sep 2032	Month 237	10/1/2032
Oct 2032	Month 238	11/1/2032
Nov 2032	Month 239	12/1/2032
Dec 2032	Month 240	1/1/2033

