Renewal and Amendment No. 1

This Renewal and Amendment No. 1 (herein after the "Renewal No. 1") to the Amended and Consolidated Agreement (herein after the "Amended and Consolidated Agreement") is entered into by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Truven Health Analytics Inc. (hereinafter "Contractor").

Recitals

WHEREAS, NMC and Contractor are parties to the Amended and Consolidated Agreement dated September 1, 2013 for Contractor's CareDiscovery Quality Measures, CareDiscovery Transform, and Meaningful Use Quality Manager Services Tools as Licensed Products under the terms and conditions of Exhibit A-1 of the Amended and Consolidated Agreement; and

WHEREAS, the parties desire to add the terms and conditions listed on three separate Service Exhibits describing the Licensed Products and the applicable terms and conditions for each Licensed Product as Services Exhibits to the Agreement; and

WHEREAS, the parties desire to revise Exhibit A-3, the Truven Cost Sheet, to the Amended and Consolidated Agreement and replace it with the attached Amended Exhibit A-3, the Truven Cost Sheet to Renewal and Amendment No. 1, to allow for payment of new services.

WHEREAS, NMC desires to add certain modules to the CareDiscovery Quality Measures Tool as listed on Services Exhibit #2; and

WHEREAS, Contractor desires to license such additional modules to NMC as listed in Service Exhibit #2; and

WHEREAS, NMC desires Contractor to perform certain re-implementation services as listed in Service Exhibit #3; and

WHEREAS, Contractor desires to perform such re-implementation services for NMC as listed in Service Exhibit #3; and

WHEREAS, NMC and the Contractor desires to renew and amend the Amended and Consolidated Agreement to increase the amount of the Agreement by $40,948 to allow for existing and new services to continue.

NOW, THEREFORE, in consideration of the following, Subscriber and Company agree as follows:

Any capitalized term used in this Renewal No.1 not otherwise defined herein shall have the meaning assigned to it in the Amended and Consolidated Agreement or Exhibit A-1, as applicable.

1. The Amended and Consolidated Agreement, Section 2. "PAYMENTS BY NMC" shall be amended by removing, "The total amount payable by NMC to Contractor under the Agreement shall not exceed the sum of $648,201 for the full Term of the Agreement including amounts paid to date pursuant to the Original Professional Services Agreements" and replacing it with "The total amount payable by NMC to Contractor under the Agreement shall not exceed the sum of $736,299 for the full Term of the Agreement including amounts paid to date pursuant to the Original Professional Services Agreements.

2. The Services Exhibits attached to this Renewal No. 1 are hereby incorporated into the Amended and Consolidated Agreement as Services Exhibit #1 through Services Exhibit #3, as follows:

    a. Services Exhibit #1 and Attachments thereto: CareDiscovery® Quality Measures Supplement

    b. Services Exhibit #2 and Attachments thereto: CareDiscovery®

    c. Services Exhibit #3 and Attachments thereto: Meaningful Use Quality Manager

3. NMC shall pay Contractor for the additional module and reimplementation services added under this Renewal No 1 in addition to all other fees due and payable under the Amended and Consolidated Agreement. Contractor shall invoice NMC for the additional fee promptly following the Effective Date. NMC will pay all fees in accordance with the Amended and Consolidated Agreement.

Except as provided in this Renewal No. 1 and in the attached Services Exhibits, all terms and conditions of the Amended and Consolidated Agreement shall remain in full force and effect.

AGREED AND ACCEPTED

Natividad Medical Center Authorized Signature Printed Name and Title Date	Truven Health Analytics Inc. Authorized Signature SHEIT DHAON, VP FINANCE Printed Name and Title MAY 22, 2014 Date
Office of County Counsel Anne K. Brereton Deputy County Counsel June 27, 2014 Date	Office of the Auditor-Controller Gary Giboney 6-27-14 Date

Services Exhibit #1

Services Exhibit to the Amended and Consolidated Professional Services Agreement

CareDiscovery® Quality Measures Supplement

1. Product Term.

   (a) The Licensed Product to be covered by this Supplement is the CareDiscovery Quality Measures core measures solution with Expedite and Concurrent Abstraction. The Product Term is three (3) years commencing on July 1, 2013. The Expedite and Concurrent Abstraction Modules shall begin on October 1, 2013.

   (b) Subscriber will receive Output Data and Reporting during the "Output Data Term" which shall be defined as 3rd Quarter 2013 through 2nd Quarter 2016. **Reporting (when available) will be completed by Company approximately four months after the close of each calendar quarter, assuming Company's timely receipt of Input Data from Subscriber.** For a period not to exceed six months after the Output Data Term has ended, Subscriber shall have access to the Output Data and Reporting for the final quarter of data processed under this Supplement. After such period, Company shall have no further data processing and reporting requirements under this Supplement.

3. Fees and Payment.

   (a) Fees. Subscriber will pay Company for the Licensed Product as set forth in Amended Exhibit A.

   (b) Travel Expenses. Subscriber will be responsible for all reasonable travel and related out-of-pocket expenses incurred by Company personnel in connection with the provision of the Licensed Product and related services, including fees associated with on-site visits in support of data quality initiatives as mandated or otherwise required by Centers for Medicare & Medicaid Services ("CMS") or The Joint Commission (each, an "Agency"). All expenses will be paid in accordance with the County of Monterey Travel Policy, provided that Company shall not be required to provide original receipts, as copies of original receipts shall be acceptable for purposes of expense reimbursement.

   (c) Fee Increases. The Fees set forth in Amended Exhibit A-3 may be adjusted as set forth in this Section 2(c).

      (i) The Joint Commission / CMS Changes. The Fees set forth above may be increased due to changes in the Licensed Product (including services contained therein) required for compliance with The Joint Commission or CMS. Company shall provide Subscriber with written notice of any such fee changes no later than ninety (90) days prior to the effective date of such fee change.

   (d) Payment. All Fees payable hereunder for Year 1 of the Product Term will be invoiced by Company promptly following the Effective Date of this Supplement. The Implementation Fee and Year 1 Subscription Fee for Expedite and Concurrent Abstraction modules shall be invoiced promptly following execution of this Supplement. For each subsequent year of the Product Term, Company will invoice Subscriber for the License Fee on each anniversary of the Year 1 invoice date. Subscriber shall pay all Fees in accordance with the Amended and Consolidated Agreement .

4. Core Measures Selection.

   (a) Initial Measure Set Selection. Subscriber hereby selects the measures identified below as its' Core Measures, and requests submission to the reporting Agencies (as defined herein) as identified with a check mark in the table below. **It is Subscriber's sole responsibility to register such**

measures and maintain any updates with applicable reporting Agency(ies). Subscriber shall provide documentation of such registration to Company prior to submission of initial data for the applicable reporting period, and no later than 30 days prior to the Agency's submission deadline. If Subscriber fails to provide registration documentation more than 30 days prior to the Agency's submission deadline, measures will not be activated and data will not be submitted for that reporting period.

Natividad Medical Center	
Medicare ID / CCN -	
1441 Constitution Boulevard, Salinas, CA 93905	
The Joint Commission ID -	
Measure Selection	**Description of Measure Set**
X = Included in Subscription Fee	
X	Acute Myocardial Infarction (AMI)
X	Heart Failure (HF)
X	Outpatient Measures (OP)
X	Pneumonia (PN)
X	Surgical Care Infection Prevention (SCIP)
X	Emergency Department (ED)
X	Immunization (IMM)
	Hospital Based Inpatient Psychiatric Services (HBIPS)
X	Perinatal Care (PC)
X	Stroke (STK)
X	Venous Thromboembolism
Additional Measure Sets	
	Children's Asthma Care (CAC)
	Tobacco Treatment (TOB)
	Substance Use (SUB)
Data Transmission to the following External Agency:	

(b) Changes. Subscriber may make changes to its measure selections and Agency submissions from time to time by registering such changes with the applicable Agency pursuant to the applicable Agency's requirements and providing written documentation of such changes to Company before submitting any data for such measures to Company for the applicable reporting period, and in any event, no later than 30 days prior to the Agency's submission deadline. If Subscriber fails to provide documentation of registration changes to Company in the time and manner set forth above, no changes will be made to the measures for the applicable reporting period.

5. Company Deliverables. Company will provide Subscriber access to the Licensed Product as set forth in this Section 4 and according to the additional terms and conditions in Attachment 1 and Attachment 2 to this Services Exhibit #1. The CareDiscovery Quality Measures and base package includes:

(a) User IDs The Subscription Fee includes User IDs for up to 10 users. Additional users are subject to an additional fee.

(b) Data Collection Tool

- Capability for users to abstract data for the measures selected by Subscriber;
- Input Data loaded to Data Collection tool for review and additional data abstraction;
- Record Sampling based upon The National Hospital Quality Measures (NHQM) sampling rules; and
- Audit log of all changes to Input Data made by Subscriber's users.

(c) Data processing, including quality assurance checks to confirm that records identified for chart abstraction have complete and appropriate data values.

- Information on missing and invalid values and deviations from sampling requirements; and
- Measure calculation and risk-adjustment to data, as defined in the specification manual applicable to each reporting period.

(d) Regulatory Submission, as follows when electronic submission is available from the reporting agency:

- Submission of data on Subscriber's behalf to The Joint Commission and/or to CMS if such submission is elected by Subscriber;
- Submissions to the applicable reporting Agency are made pursuant to the requirements set forth by such reporting Agency.

(e) Output Data and Reporting, including the following:

- Web-based reporting;
- Web-formatted data tables; and
- Capability to export patient-level data.

(f) Training, including:

- Standard Company web-based training regarding the Licensed Product for Subscriber's users. Additional or customized training may be purchased for an additional fee.

(g) Access to the Company Online Communities

(h) Company reserves the right to alter, discontinue, or otherwise modify the Licensed Product, including any reports made part of the Output Data hereunder or any related services therein, from time to time in order to incorporate changes to the measure specifications or requirements made by The Joint Commission or CMS or other changes based upon Subscriber commentary provided to Company. Such modifications may include but are not limited to additions to or deletions of the measures, additions to or deletions from data fields collected for an existing measure set, changes to acceptable values for existing fields, changes to the sequences of fields entered into the data collection tool, changes to services related to the NHQM program for data quality or other related changes.

(i) Options Selected

(i) Concurrent Abstraction Module. For the measures selected by Subscriber, capability for users to abstract data via concurrent abstraction screens, prior to patient discharge; reconciliation of uploaded discharge data with concurrent abstracted data based on EOC ID; and reporting on preliminary concurrent data.

(ii) Expedite Module. Provides capability for users to include patient selection and transfer of Admission/ Discharge/ Transfer (ADT) information into the Concurrent Abstraction Module of the Licensed Product as set forth in Attachment 1.

6. **Input Data Format for Final Billed Data**. Subscriber hereby selects the following as the format for the Input Data to be provided to Company for CareDiscovery Quality Measures. The Input Data file may include data for multiple facilities. Data provided from any other source will be returned to the Subscriber.

☐	MDSS – Direct User Upload
☐	CareDiscovery 4800 or 3000+TXN format – New upload/submission
☐	Other CareDiscovery, Polaris, or CareComparison formatted data file [specify]

7. Implementation. Implementation will be as set forth in Attachment 1.

8. On-going Data Submission Process.

   (a) Subscriber shall provide to Company Input Data in accordance with Company's published data submission deadlines and Submission Requirements. Subscriber shall ensure that its submissions of Input Data are timely, complete, and correct.

   (b) For each Input Data submission, Company shall use its then-standard published data processing work plan. If Subscriber fails to meet data submission timelines and additional submissions are required or requested in order to meet NHQM requirements, such additional data processing services will be billed at Company's then-current fee. Data submissions must meet the Company specified Submission Requirements in order to be loaded to the Licensed Product.

   (c) In the event Company determines that any Input Data: (i) does not meet Company data rules; (ii) does not conform to the required format; or (iii) otherwise fails to pass the Submission Requirements, Company shall provide Subscriber written notice of such event. If Subscriber fails to submit Input Data which satisfies, or can be made to satisfy, Company data requirements within the timeline established by the parties, Company shall have the right to remove such data from the database and cease product support for the then-current data cycle. Repeated failures by Subscriber to meet and satisfy the Submission Requirements may constitute a material breach of this Agreement.

9. Support Services. Company shall provide telephone technical support and content support to Subscriber in accordance with Company's regularly published work schedule. The current work schedule (excluding holidays observed by Company) is Monday through Friday from 7 a.m. to 7 p.m. Central Time.

10. Additional Terms.

   (a) Updates. To the extent Subscriber utilizes the Licensed Products on platforms controlled, hosted or otherwise maintained by Subscriber, Subscriber will install any Licensed Product Updates received by or made available to Subscriber within fourteen (14) days of the first to occur of receipt or notice of availability. Subscriber shall be allowed to keep one (1) copy of the superseded material for legal archival purposes. Subscriber shall destroy all additional copies of the Licensed Product. Upon the request of Company, an executive officer of Subscriber shall provide written certification as to Subscriber's compliance with the foregoing.

   (b) Licensed Product Third Party Provisions. Without limiting the rights of any unspecified third party beneficiaries to the Agreement or any provisions contained in the Agreement, Subscriber specifically agrees to be bound by the third party required provisions in Attachment 2 to this Services Exhibit #1.

   (c) Government Users. The Licensed Products covered by this Supplement or resulting from services purchased under this Supplement and any related documentation are "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire such products with only those rights expressly set forth in this Supplement and the Agreement.

   (d) Exportation. Subscriber may not use or otherwise export or re-export any of the Licensed Products except as authorized by United States law and, if Subscriber obtained such products outside of the United States, the laws of the jurisdiction in which Subscriber acquired such products. Such products may not be exported or re-exported (i) into any U.S. embargoed

countries or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By execution of this Supplement, Subscriber represents and warrants to Company that Subscriber is not located in any such country or identified on any such list.

(e) Practice of Medicine. SUBSCRIBER UNDERSTANDS AND AGREES THAT COMPANY IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT THE LICENSED PRODUCTS, AND THE PRODUCTS PRODUCED THROUGH THE USE OF THE LICENSED PRODUCTS, ARE INFORMATION TOOLS ONLY AND ARE NOT A SUBSTITUTE FOR COMPETENT MEDICAL ADVISORS. ALL MEDICAL PRACTICE MANAGEMENT AND PATIENT CARE DECISIONS MADE IN WHICH SUCH LICENSED PRODUCTS MAY BE UTILIZED WILL BE EXCLUSIVELY THE RESPONSIBILITY OF SUBSCRIBER AND ITS AUTHORIZED PERSONNEL. SUBSCRIBER AGREES TO INDEMNIFY, REIMBURSE AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES FROM ANY AND ALL CLAIMS THAT ANY IMPROPER MEDICAL TREATMENT RESULTED FROM OR AROSE OUT OF USE OR RELIANCE UPON ANY LICENSED PRODUCT OR DELIVERABLES.

Attachment 1 to Services Exhibit #1 to the Amended and Consolidated Professional Services Agreement

CareDiscovery® Quality Measures Supplement

Expedite Module Additional Terms and Conditions

1. Expedite Module.

   1.1. Description of Expedite Module. The Expedite Module will enhance the Concurrent Abstraction process by providing Subscriber the ability to transfer selected Subscriber ADT data to the Licensed Product. To facilitate this connection and the ability to transfer ADT data Company will install the Expedite Module as set forth herein. The Expedite Module includes:

   - Ability to view and search a list of patients currently receiving treatment ("Current Patients");
   - The ability to transmit ADT data regarding all or regarding selected Current Patients into the Licensed Product; and
   - Ability to utilize the transmitted ADT data for Concurrent Abstraction in the Licensed Product.

2. Implementation. Company will connect to Subscriber's information system through the Expedite Module. An implementation manager is assigned and the following services begin at the Implementation Start and continue until the Completion of Integration.

   2.1. Definitions.

   2.1.1. "Pre-Work Planning Call" shall mean the initial meeting via phone between the Subscriber and Company to review Pre-Work Requirements and establish a timeframe for subsequent scheduling of Implementation Activities.

   2.1.2. "Pre-Work Requirements" shall mean items that must be fully completed by Subscriber before the Implementation Start can occur.

   2.1.3. "Completion of Integration" shall mean Subscriber access to Subscriber Input Data within the Licensed Product.

   2.1.4. "Implementation Start" shall mean the meeting via phone or in person between Subscriber and Company that signifies the official commencement of Implementation Activities.

   2.2. Implementation Activities.

   2.2.1. Creation of Project Workplan ("Workplan");

   2.2.2. Project and issues management;

   2.2.3. Software and user access configuration;

   2.2.4. Assistance with testing and processing of Subscriber data submissions;

   2.2.5. Implementation training and data review;

   2.2.6. Deployment planning and support;

   2.2.7. Expedite Module installation and configuration, including:

   - Appliance; and
   - Monitoring software.

2.2.8. System connectivity and monitoring, including Company Site-To-Site VPN configuration and Expedite HL7 Interface Monitoring;

2.2.9. Configure/validate Appliance to securely transmit via HTTPS encrypted pre-defined ADT message extracts to a Company Database; and

2.2.10. Security configuration and base parameter setup.

2.3. Assumptions and Subscriber Responsibilities. Subscriber acknowledges that the Licensed Product cannot be implemented without cooperation of Subscriber and access to such information as may be reasonably required by Company in order to perform its obligations under this Agreement, including without limitation: (a) providing data and materials in the format and according to the specifications required by Company; (b) providing personnel assistance as may be reasonably requested by Company from time to time; (c) complying with all terms, conditions, and requirements set forth in this Agreement; and (d) cooperating with Company to make decisions and communicate information in a timely manner. Any deviations from, or failure of Subscriber to meet its obligations under the Assumptions may result in additional fees and expenses and/or changes to schedules or deliverables.

2.3.1. Pre-Work Requirements. Implementation Start will commence only upon the completion of all Pre-Work Requirements. Pre-Work Requirements include but are not limited to the following:

2.3.1.1. Identification of Subscriber Resources as set forth herein;

2.3.1.2. Submission of hospital profile form;

2.3.1.3. Submission of Expedite HL7 and HIS Detailed Questionnaires;

2.3.1.4. Submission of Demographic Translation Spreadsheet;

2.3.1.5. Utilization of hardware and software in accordance with the Subscriber Systems Requirements as set forth in Section 2.3.2 of this Attachment;

2.3.1.6. VPN Configuration and Network Access (as specified in the Expedite Connectivity Guidelines);

2.3.1.7. System Configuration and Access (as specified in the Expedite Server Guidelines); and

2.3.1.8. Initiation of Production HL7 Feeds to the identified server(s).

2.3.2. Subscriber System Requirements. Subscriber agrees to provide the required information, resources and other items as outlined below and in the related Documentation.

2.3.2.1. IP Addresses. Each identified server requires one (1) fixed IP address. Subscriber is responsible for providing power, Ethernet network access, and obtaining and maintaining all IP addresses for the identified server(s).

2.3.2.2. Server Requirements. Subscriber's information system must be configured as specified in the Expedite Technology Guidelines.

2.3.2.3. Network Access. Subscriber's firewall must permit the identified server to enable inbound/outbound ports and connectivity access as specified in the Expedite Connectivity Guidelines and Expedite Server Guidelines. The Subscriber must permit email over port 25, post status information to a Company central site management server over secure sockets, and be remotely administered by Company personnel via Terminal Services through a connection to the Subscriber VPN. Subscriber agrees to provide to Company access to Subscriber's network through a site-to-site VPN connection between the Company secure intranet and the expedite servers within

Subscriber firewall. Additionally, while connected to the server via Terminal Services, Company personnel must be able to use an FTP client to send/retrieve files necessary for support and upgrades.

2.3.2.4. Minimum Analyst Workstation Hardware and Software Specifications. In addition to the technical requirements and specifications described herein, Subscriber shall utilize hardware and software that meets or exceeds the minimum hardware and software requirements specified below and as may be updated by Company from time to time.

CPU	1.6 GHz processor
Memory	1 GB
Screen Resolution	1280 x1024 recommended
Internet Connection	Broadband connection or better
Operating System	Windows XP SP3
Browser	MS IE 7.0 or higher
Other Software	Adobe Acrobat Reader Version 10.0 or higher MS Office Excel 2007 or higher Microsoft Silverlight

2.4. Subscriber Resources.

2.4.1. Within fifteen (15) days of the Effective Date, Subscriber shall appoint:

2.4.1.1. an Application Coordinator to provide overall support and direction for the implementation of the Licensed Product, make routine decisions regarding Implementation Activities, and serve as the primary liaison to users;

2.4.1.2. one executive-level resource ("Executive Sponsor") to resolve internal Subscriber issues related to pre-work and project deliverables, and facilitate an initial deployment event per the mutually-agreed upon Workplan;

2.4.1.3. an Information Technology coordinator to manage and support The Expedite Module installation, configuration, system connectivity, data transmission and security; and

2.4.1.4. Subject matter experts as needed, which may include but are not limited to the integration, network, and clinical information technology teams.

2.4.2. Company and Subscriber shall work together to create a mutually agreeable Workplan for Implementation of the Licensed Product. Company will present a draft Workplan to Subscriber during the Pre-Work Planning Call. Once the Workplan is approved, Subscriber will work with Company and make all reasonable efforts to manage to the Workplan.

2.4.3. Company will schedule meetings with key Subscriber personnel as necessary and Subscriber will make its personnel available in accordance with the Workplan.

2.4.4. Deviations by Subscriber or its third party vendors from agreed-upon the milestones identified in the Workplan may impact the overall timeline and require a change order.

2.4.5. In the event that Subscriber: (i) is unable to meet the Input Data submission schedule stated in the Workplan; (ii) chooses not to proceed with Input Data submission for any reason; or (iii) does not comply with the Pre-Work Requirements, Hardware and Software Specifications as provided in this Supplement, or data submission specifications as provided by the Company, Company may provide Subscriber written notice of such event. If Subscriber does not take corrective action within thirty (30) days of receipt of such notice, Company will cease further Implementation Activities; provided, however, that Company

will maintain Subscriber's access privileges to the Licensed Product and Subscriber shall continue to be liable for the payment of any and all fees set forth in this Supplement through the end of the Product Term.

2.4.6. If Subscriber makes any conversions or reconfigurations to any Subscriber systems that impact the submission of Input Data for the Licensed Product, Subscriber acknowledges that it may be necessary to re-implement the Input Data, subject to any and all re-implementation fees at Company's then current fee. Examples of conversions or reconfigurations include, but are not limited to, changes to the Subscriber information systems identified as supplying data to Company during the Implementation Activities set forth in this Attachment. Such additional services shall be performed pursuant to a separate Supplement or Scope of Work.

3. Maintenance and Support.

3.1. Certain Definitions:

3.1.1. "Error" shall mean a material deviation between the Supported Software and its manuals and instructions provided by the Company.

3.1.2. "Supported Software" shall mean the software component of the Expedite Module for which Subscriber has paid all necessary fees.

3.2. Standard Support and Maintenance for Supported Software.

3.2.1. Company will use commercially reasonable efforts to correct Errors in the Supported Software when such Errors are reported to Company and can be duplicated by Company. Subscriber agrees that Company is not obligated to correct every error, malfunction or defect in the Supported Software. If a reported Error causes the Supported Software to be inoperable, or if such Error substantially adversely affects Subscriber's use of the Supported Software, Company will use commercially reasonable efforts either to correct the Error or to provide a workaround. Under no circumstances, does Company warrant or represent that all Errors can or will be corrected. Subscriber shall reasonably cooperate as requested by Company to aid in the resolution of Errors, and shall implement all reasonable workarounds to Errors as directed by Company. Subscriber shall provide virtual private network (VPN) connectivity to allow Company to remotely access and diagnose problems in the Supported Software. If Company identifies errors arising from hardware not supplied by Company, from software other than the Supported Software or from unauthorized modifications to the Supported Software, Company reserves the right to charge Subscriber for time spent in connection with such services at its then-current rates.

3.2.2. Services Not Included. Maintenance and support services for the Supported Software under this Supplement include only those services expressly stated herein and do not include, without limitation, any of the following: (i) on-site service of any kind; (ii) installation, data conversion, system integration or other consulting services; (iii) service or maintenance of third-party software (excluding Attachment 2), operating software, hardware, or other equipment; (iv) services caused by Subscriber's fault, misuse, negligence or failure to perform Subscriber responsibilities, including failure by Subscriber to maintain adequate data back-ups; (v) services caused by a malfunction of or problem with any product or goods other than those licensed by Subscriber; (vi) services caused by the use by Subscriber of any version of the Supported Software other than the current or immediately prior version; (vii) changes to Subscriber systems requiring re-mapping of Supported Software and/or modules. To the extent additional services not included within the support and maintenance services are requested, they will be performed under a separate Scope of Work.

Attachment 2 to Services Exhibit #1 to the Amended and Consolidated Professional Services Agreement

CareDiscovery® Quality Measures Supplement

Third Party Required Provisions

1. CPT Codes. Pursuant to Company's CPT Distribution License Agreement with The American Medical Association ("*AMA*"), as it may now or hereafter be amended (the "*AMA Distribution Agreement*"), Company is authorized to distribute and sublicense to Licensee *Physicians' Current Procedural Terminology, Fourth Edition*, a coding system of nomenclature and five-digit codes for reporting of physician services, (collectively, "*CPT*"), as part of the Licensed Products, Licensed Content or Deliverables, provided that Subscriber is bound by certain terms and conditions. Subscriber's rights to use the CPT terminates if Subscriber fails to comply with any of the material terms and conditions of the AMA Distribution Agreement. The terms and conditions set forth in the Subscription Agreement that apply to the Licensed Products generally also apply to the CPT. For Licensed Content, Licensed Products or Deliverables that contain CPT (the "*CPT Products*"), the following additional terms and conditions apply to the CPT:

    a. The provision of an updated version of CPT in the CPT Products is dependent upon continuing contractual relations with the AMA.

    b. The Agreement is nontransferable, nonexclusive, and for the sole purpose of internal use by Subscriber within the United States.

    c. The CPT license is granted in consideration for a license fee and other consideration.

    d. Subscriber is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party the CPT Products, or a copy or portion of CPT Products.

    e. Subscriber is prohibited from creating derivative works based on CPT and selling, leasing or licensing it or otherwise making the CPT Products or any portion thereof available to any unauthorized party.

    f. Subscriber may only make copies of the CPT Products for back up or archival purposes.

    g. CPT is copyrighted by the AMA and all notices of proprietary rights, including trademark and copyright in CPT must appear on all permitted back-up or archival copies made by the user; any printout or other output from the electronic media that contains any portion of CPT (other than that which would constitute fair use, internal reports and claim forms for specific patients and external reports distributed outside of your entity containing less than twenty (20) CPT codes and/or descriptions) will display the following: CPT only © 2013 American Medical Association. All Rights Reserved.

    h. The year specified in the copyright notices must conform to future CPT updates.

    i. Subscriber shall require that anyone who has authorized access to the CPT Products (including consultants and contractors who perform services for Subscriber) complies with the provisions of this Agreement.

Services Exhibit #2

Services Exhibit to the Amended and Consolidated Professional Services Agreement

CareDiscovery® Supplement

1. Licensed Product; Term. The Licensed Product to be covered by this Supplement is CareDiscovery with MedPar data source and Core Measures Insights. The Product Term shall be for three (3) years, commencing on July 1, 2013.

2. Fees and Payment.

   (a) Fees. Subscriber will pay Company for the Licensed Product as set forth in Amended Exhibit A-3.

   (b) All Fees payable hereunder for Year 1 of the Product Term will be invoiced by Company promptly following the Effective Date of this Supplement. For each subsequent year of the Product Term, Company will invoice Subscriber for the Subscription Fee on each anniversary of the Year 1 invoice date. Subscriber shall pay all Fees in accordance with the Subscription Agreement.

   (c) Subscriber will be responsible for all reasonable travel and related out-of-pocket expenses incurred by Company personnel in connection with the provision of the Licensed Product. All expenses will be paid in accordance with the County of Monterey Travel Policy, provided that Company shall not be required to provide original receipts, as copies of original receipts shall be acceptable for purposes of expense reimbursement.

3. Company Deliverables. Company will provide Subscriber access to the Licensed Product during the Product Term as set forth in this Section 3 and Attachment 1 to this Services Exhibit #2, and subject to the third party terms and conditions in Attachment 2 to this Services Exhibit #2.

   (a) User IDs. The Subscription Fee includes User IDs for 10 users. Additional user IDs may be purchased at Company's then-current rates.

   (b) Support. Standard technical and content support via a toll free phone number and Company's product support web site in accordance with Company's regularly published work schedule. The current work schedule (excluding holidays observed by Company) is Monday through Friday from 7 a.m. to 7 p.m. Central Time. Subscriber may request service outside of Company's regularly published work schedule provided that it pays for this service at Company's then-current time and materials rate.

   (c) Core Functionality. CareDiscovery is an internet-based patient discharge dataset (UB-92) analysis tool. Core functionality provided by the tool includes the following:

      (i) Access to the Data Sources designated in subsection (d);

      (ii) Periodic data submissions (as applicable);

      (iii) Data integrity checks and data validations;

      (iv) Data normalization methodologies;

      (v) Reporting modules designated in subsection (e);

      (vi) Access to the Company's Online Communities; and

      (vii) Access to the Company's internet-based Education and Training curriculum.

   (d) Data Sources. The following table identifies the data sources selected by Subscriber. Up to two data sources (excluding MedPar) are included in the subscription fee.

	Data Source Type	Data Source
X	Subscriber Supplied Facility Level Data	HDF 4800
X	Company Supplied Public State Data[1]	California
X	Company Supplied MedPar Data[2]	CMS

[1] Third party data use agreements may be required. Fees do not include the cost of any state data that must be separately licensed, which is Subscriber's responsibility

[2] Third party data use agreement is required; additional fees may apply.

(e) Transform+ Package.

(i) This Package includes the following Transform product modules during the Product Term:

(1) Quality Discovery - monitoring of critical quality indicators

(2) Physician Insights - physician-specific reporting

(3) Executive Insights - overall performance summary

(4) Report Architect - ad hoc reporting

(ii) The Transform+ Package includes the Insight to Performance and Subscriber services identified in Attachment 1.

(f) Options.

(i) Core Measures Insights Module. Subscriber has opted to license the Core Measures Insights Module in the Licensed Product as follows. The Core Measures Insights module supports the viewing of select core measures data through the licensed product.

(1) The Core Measures Insights Module permits Subscriber to view its core measures data from the CareDiscovery Quality Measures (CDQM) Product in the Licensed Product at no charge, provided that Subscriber maintains a current subscription to the CDQM Product for the remainder of the Product Term identified in this Supplement. In the event that Subscriber's CDQM subscription expires or is terminated during the Product Term, Subscriber may submit core measures content for the Core Measures Insights Module directly to Company via a quarterly data submission in accordance with Company's specifications for an additional fee. Any such fees and services shall be documented in an amendment to this Supplement.

4. **Hardware & Software Specifications**. Subscriber will provide hardware that meets or exceeds the minimum hardware specifications as established by Company for the Licensed Product, as set forth below and as may be updated by Company from time to time. It is Subscriber's responsibility to provide access to the Internet.

Hardware/software	Recommended	Minimum
Processor	Pentium IV or better	Pentium III
RAM Memory	1 GB or higher	512 MB
Drive space	3 GB or higher	2 GB
Monitor and Video Adaptor	1024x768 or higher	800x600
Colors	32,768 or higher	256
Operating system	Windows XP	Windows 2000 Professional (SP4)
Browser	Internet Explorer 7.0	Internet Explorer 6.0
PDF Reader	Adobe Acrobat 7.0 or later	Adobe Acrobat 6.0
Spreadsheet	MS Office XP or later	Excel 2000
Internet connection	T1 or higher	Broadband (DSL, cable, ISDN)

Subscriber must maintain an Internet connection that permits the Secure Sockets Layer ("SSL") encryption.

5. **Data Submission**. Subscriber shall provide to Company Input Data (if applicable) in accordance with the Submission Requirements (as defined in Section 1 of the Subscription Agreement) and Company's published data submittal deadlines. Company will provide reasonable assistance to Subscriber to ensure that the Input Data conforms to the Submission Requirements; however, Subscriber is responsible for the quality, accuracy and timeliness of its Input Data submissions. Company will provide Subscriber with access to the Output Data after completion of the Input Data submission process.

Attachment 1 to Services Exhibit #2 to the Amended and Consolidated Professional Services Agreement

CareDiscovery® Supplement

Insight to Performance Services Scope of Work

1. **Background and Summary:** The purpose of this Scope of Work is to define the terms and conditions under which Company will provide the Insight to Performance Services and Subscriber Services.

2. **Insight to Performance:**

   2.1. **Description of Services:** The Insight to Performance services will consist of providing Subscriber with a one-time on-site executive education session on data sources and methodologies.

   2.1.1. Activities:

   2.1.1.1. Kick-off planning (year 1)

   2.1.1.2. Education session with executives and physician leaders (year 1)

   2.1.2. Deliverables:

   2.1.2.1. Company will provide an overview and timeline for all activities and deliverables (year 1)

   2.1.2.2. Company will provide one on-site education session with executives and physician leaders showing how the analysis of this data can be used to measure performance in detail, provide comparative benchmarking, and reveal necessary steps required to reach the goal of measurably improving performance (Year 1). Subscriber will be responsible for all reasonable travel and related out-of-pocket expenses incurred by Company personnel in connection with this on-site education session. All expenses will be paid in accordance with the County of Monterey Travel Policy, provided that Company shall not be required to provide original receipts, as copies of original receipts shall be acceptable for purposes of expense reimbursement. Company will provide insurance certifications and endorsements per County rules.

   2.1.2.3. Beginning with Year 2 of the Product Term, Company will provide three (3) hours of strategic services in each year of the Agreement. Subscriber will discuss options with a member of Company's clinical services team to identify how Subscriber will elect to use this consulting time. While consulting is individualized, it may include such topics as:

   (i) Additional understanding of outcomes; or

   (ii) Discussion with Company's clinical services medical director regarding physician practice; or

   (iii) Examples of clinical improvement in specific diagnoses such as septicemia; or

   (iv) An onsite participation by Company at a Subscriber Board Meeting. (Subscriber shall reimburse Company for its travel expenses.

3. **Subscriber Services:**

   3.1. Description of Services: Subscriber Services will consist of service delivery coordination and access to product expertise. Company will appoint a Subscriber Services Manager to serve as the point of contact for Subscriber service delivery throughout the life of this supplement

   3.1.1. Activities & Deliverables:

3.1.1.1. Coordination and management of contracted services.

3.1.1.2. Participation in Subscriber's routine performance improvement and quality improvement meetings (where appropriate).

3.1.1.3. Guidance and assistance regarding best use of the Licensed Product to address business needs.

3.1.1.4. Monitoring of subscriber's production data submissions.

3.1.2. Assumptions/Subscriber Responsibilities:

3.1.3. At the conclusion of the integration activities identified in Section 2 above, Company will deem the Licensed Product to be in production status after Company and Subscriber mutually agree that Subscriber is sufficiently trained on best practices associated with the Licensed Product report development and distribution.

Attachment 2 to Services Exhibit #2 to the Amended and Consolidated Professional Services Agreement

CareDiscovery® Supplement

Third Party Terms and Conditions

A. American Medical Association. Pursuant to Company's CPT License Agreement for Domestic Distribution with American Medical Association ("AMA"), as it may now or hereafter be amended, Company is authorized to distribute and sublicense to Subscriber **Physicians' Current Procedural Terminology, Fourth Edition,** a coding system of nomenclature and five-digit codes for reporting of physician services, and/or ICD-9 (collectively, "CPT"), as part of the Licensed Product, provided that Subscriber is bound by certain terms and conditions. Subscriber's rights to use the CPT terminate if Subscriber fails to comply with any of the material terms and conditions thereof. The terms and conditions set forth in this Agreement that apply to the Licensed Product generally also apply to the CPT. The following is a summary of the additional terms and conditions that apply to the CPT:

1. The provision of an updated version of CPT in the Licensed Product is dependent upon continuing contractual relations with the AMA.
2. The Agreement is nontransferable, nonexclusive, and for the sole purpose of internal use by Subscriber, and only within the United States.
3. The CPT license is granted in consideration for a license fee and other consideration.
4. Subscriber is prohibited from using CPT or information contained therein in any public electronic bulletin board, or public computer-based information system (including the Internet and World Wide Web unless otherwise expressly provided in the Agreement and subject to the terms thereof).
5. Subscriber is prohibited from publishing, translating, or transferring possession of the Licensed Product or a copy or portion of it.
6. Subscriber is prohibited from creating derivative works based on CPT and selling, leasing or licensing it or otherwise making the Licensed Product or any portion thereof available to any unauthorized party.
7. Subscriber may only make copies of the Licensed Product for back up or archival purposes.
8. CPT is copyrighted by the AMA and all notices of proprietary rights, including trademark and copyright in CPT must appear on all permitted back-up or archival copies made by the user; any printout or other output from the Electronic Media that contains any portion of CPT (other than that which would constitute fair use, internal reports and claim forms for specific patients and external reports distributed outside of your entity containing less than twenty (20) CPT codes and/or descriptions) will display the following:

   CPT only © 2013 American Medical Association. All Rights Reserved.

   The year specified in the copyright notices must conform to future CPT updates.
9. Subscriber shall require that anyone who has authorized access to the Licensed Product (including consultants and contractors who perform services for Subscriber) complies with the provisions of this Agreement.
10. Except as otherwise expressly provided in the Agreement, the Licensed Product is provided "as is" without any warranty from or liability to Company or the AMA, including, without limitation, liability for consequential or special damages or lost profits for sequence, accuracy or completeness of data, or that it will meet Subscriber's requirements; Company's and

AMA's sole responsibility is to use reasonable efforts to provide corrections to or a replacement of the Licensed Product; AMA disclaims any liability for any consequences due to use, misuse or interpretation of information contained or not contained in CPT.

11. The CPT license terminates in the event of default by Subscriber under the Agreement, subject to any applicable cure period.

12. In the event that a provision is determined to violate any law or is unenforceable the remainder of the Agreement shall remain in full force and effect

13. This product includes CPT which is commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation, as applicable which were developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois 60610. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer data bases and/or computer software and/or computer software documentation are subject to the limited rights restrictions of DFARS 252.227-7015 (b) (2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

B. Red Book. The prices contained in Red Book are based on data *reported* by manufacturers. Truven Health Analytics has not performed any independent analysis of the *actual* prices paid by wholesalers and providers in the marketplace. Thus, *actual* prices paid by wholesalers and providers may well vary from the prices contained in this database and all prices are subject to change without notice. Please refer to the "AWP Policy" in the product for more information.

Services Exhibit #3

Services Exhibit to the Amended and Consolidated Professional Services Agreement

Meaningful Use Quality Manager Supplement

1. Product Term.

   (a) The Licensed Product to be covered by this Supplement is the Meaningful Use Quality Manager. The Product Term is three (3) years commencing on July 1, 2013.

2. Fees and Payment.

   (a) Fees. Subscriber will pay Company for the Licensed Product as set forth in Amended Exhibit A-3.

   (b) Travel Expenses. Subscriber will be responsible for all reasonable travel and related out-of-pocket expenses incurred by Company personnel in connection with the provision of the Licensed Product and related services, including fees associated with on-site visits in support of data quality initiatives as mandated or otherwise required by the Centers for Medicare & Medicaid Services (CMS). All expenses will be paid in accordance with the County of Monterey Travel Policy, provided that Company shall not be required to provide original receipts, as copies of original receipts shall be acceptable for purposes of expense reimbursement.

   (c) Fee increases. The Fees set forth above may be adjusted as set forth in this Section 2(c).

      (i) CMS Changes. The Fees set forth above may be increased due to changes in the Licensed Product (including services contained therein) required for compliance with CMS regulations. Company shall provide Subscriber with written notice of any such fee changes no later than ninety (90) days prior to the effective date of such fee change.

   (d) Payment. All Fees payable hereunder for Year 1 of the Product Term will be invoiced by Company promptly following the Effective Date of this Supplement. For each subsequent year of the Product Term, Company will invoice Subscriber for the License Fee on each anniversary of the Year 1 invoice date. Subscriber shall pay all Fees in accordance with the Amended and Consolidated Agreement.

3. Company Deliverables. Company will provide Subscriber access to the Licensed Product as set forth below and in Attachment 1 to this Services Exhibit #3.

   (a) User IDs. The Subscription Fee includes User IDs for 10 users. Additional users are subject to an additional fee.

   (b) Training:

      - Standard Company web-based training regarding the Licensed Product for Subscriber's users. Additional or customized training may be purchased for an additional fee.

   (c) Company reserves the right to alter, discontinue, or otherwise modify the Licensed Product, including any reports made part of the Output Data hereunder or any related services therein, from time to time in order to incorporate changes to the measure specifications or requirements made by CMS or other changes based upon Subscriber commentary provided to Company. Such modifications may include but are not limited to additions to or deletions of the measures, additions to or deletions from data fields collected for an existing measure set, changes to acceptable values for existing fields.

4. Licensed Product Access Requirements. Access to the License Product requires Internet Access through an approved browser. It is Subscriber's responsibility to provide access to the Internet.

Product documentation will provide specifics regarding approved browsers as well as any other Subscriber software required to support full Licensed Product functionality.

5. **Implementation.**

(a) Certain Definitions:

(i) "The Implementation Kick-Off Call" shall mean the initial meeting via phone between the Subscriber and Company to review the Product Implementation Requirements and establish a timeframe for subsequent scheduling of implementation activities.

(ii) "The Product Implementation Requirements" shall mean items that must be fully completed by Subscriber before the Implementation Start can occur. The Product Implementation Requirements include but are not necessarily limited to the following items:

(1) Identification of Subscriber project resources as defined in 6 (c) below;

(2) Submission of hospital profile form;

(iii) "Implementation Start" shall mean the meeting via phone or in person, between Subscriber and Company, that signifies the official start of implementation activities. This occurs only upon the completion of all the Product Implementation Requirements by Subscriber and the assignment of a Company implementation manager to the project.

(iv) "Completion of Implementation" shall mean the Subscriber has (or is able to) access to Subscriber-supplied data within the Licensed Product.

(b) Implementation Services. An implementation manager is assigned and the following services commence upon the completion of Subscriber's Product Implementation Requirements and continue until the Completion of Implementation.

(i) Creation of project work plan;

(ii) Project and issues management;

(iii) Facility and user access provisioning;

(iv) Assistance with testing and processing of Subscriber data submissions;

(v) Product training and data review;

(vi) Deployment planning and support;

(c) Subscriber Project and Resource Responsibilities.

(i) Resources. Within fifteen (15) days of the Effective Date, Subscriber shall appoint:

(1) A Project Coordinator to provide overall support and direction for the implementation of the Licensed Product, make routine decisions regarding implementation tasks, and serve as the primary liaison to Users;

(2) One executive-level resource ("Executive Sponsor") to resolve internal Subscriber issues related to work and project deliverables, and facilitate an initial deployment event per the mutually-agreed upon work plan; and

(3) An Information Technology specialist to manage and support the development and submission of the appropriate Subscriber-supplied data files.

(ii) Company and Subscriber shall work together to create a mutually agreeable work plan for Implementation of the Licensed Product. Company will present a draft work plan to Subscriber during the Implementation Kick-Off Call. Once the work plan is approved,

Subscriber will work with Company and make all reasonable efforts to manage to the work plan.

(iii) Company will schedule meetings with key Subscriber personnel as necessary and Subscriber will make its personnel available in accordance with the work plan.

(iv) Deviations by Subscriber or its third party vendors from agreed-upon the milestones identified in the work plan may impact the overall timeline and require a change order.

(v) In the event that Subscriber: (i) is unable to meet the Input Data submission schedule stated in the Workplan; (ii) chooses not to proceed with Input Data submission for any reason; or (iii) does not comply with the Product Implementation Requirements, Hardware and Software Specifications as provided in this Supplement, or data submission specifications as provided by the Company, Company may provide Subscriber written notice of such event. If Subscriber does not take corrective action within thirty (30) days of receipt of such notice, Company will cease further Implementation activities; provided, however, that Company will maintain Subscriber's access privileges to the Licensed Product and the Company On-Line Communities and Subscriber shall continue to be liable for the payment of any and all fees set forth in this Supplement through the end of the Product Term.

(vi) Subscriber acknowledges that it may be necessary to re-implement the Input Data, subject to any and all re-implementation fees at Company's then current fee, if there are conversions or reconfigurations made to any Subscriber systems that impact the submission of data for the Licensed Product. Examples of conversions or reconfigurations include, but are not limited to, changes to the Subscriber information systems identified as supplying data to Company during the Implementation Process set forth in this Section 7.

(vii) The input data file, in some instances, provides alternate elements to enable submission of data that is difficult to capture and submit in the format defined in the electronic specifications. A client may choose to use these alternate data elements but only as long as they fulfill all the underlying meaningful use data element requirements as defined in the electronic specifications and explained in the input data file specification. It is the client's responsibility to ensure that they are providing the necessary care as defined and intended by the original data elements in the electronic specifications when they choose to use the alternative data elements.

6. **On-going Data Submission Process.**

(a) Subscriber shall provide to Company Input Data in accordance with Company's published data submission deadlines and Submission Requirements. Subscriber shall ensure that its submissions of Input Data are timely, complete, and correct.

(b) For each Input Data submission, Company shall use its then-standard published data processing work plan. If Subscriber fails to meet data submission timelines and additional submissions are required or requested in order to meet the MU requirements, such additional data processing service will be billed at Company's then-current fee. Data submissions must meet the Company specified Submission Requirements in order to be loaded to the Licensed Product.

(c) In the event Company determines that any Input Data: (i) does not meet Company data rules; (ii) does not conform to the required format; or (iii) otherwise fails to pass the Submission Requirements, Company shall provide Subscriber written notice of such event. If Subscriber fails to submit Input Data which satisfies, or can be made to satisfy, Company data requirements within the timeline established by the parties, Company shall have the right to remove such data from the database and cease product support for the then-current data cycle. Repeated failures by Subscriber to meet and satisfy the Submission Requirements may constitute a material breach of this Agreement.

7. **Support Services.** Company shall provide telephone technical support and content support to Subscriber in accordance with Company's regularly published work schedule. The current work schedule (excluding holidays observed by Company) is Monday through Friday from 7 a.m. to 7 p.m. Central Time.

8. **Re-Implementation.** Company will re-perform the implementation services listed in Section 5 herein for a one-time implementation of the input file specifications for the time period of FY2014 or beyond.

Attachment 1 to Services Exhibit #3 to the Amended and Consolidated Professional Services Agreement

Meaningful Use Quality Manager Supplement

Meaningful Use Quality Measures Deliverables Fiscal Year 2014 and Beyond

The Licensed Product is an EHR module that is certified under the Office of the National Coordinator ("ONC") Health IT Certification Program to the 2014 Edition inpatient certification criteria for calculating and submitting Clinical Quality Measures. The CHPL Product Number for the 2014 Edition certification is **CC-2014-352290-1**. The CMS FY2014 Edition certified product will include the following deliverables:

1. Stage 2 Measure Set: The CMS FY2014 Edition certified Licensed Product becomes effective for patient discharges beginning on or after October 1, 2013. Beginning with October 1, 2013 discharges, all hospitals, regardless of their stage of participation in MU, are required to follow the Clinical Quality Measures and the associated rules defined in the MU Stage 2 Regulations. (NOTE: Product support for subsequent Meaningful Use ("MU") stages that may occur during the Product Term are outside of the scope of this Supplement's deliverables). Fees for such Product support requested by Subscriber shall be quoted to Subscriber in advance and added under an amendment to this Supplement to be signed by both parties.

   a) Company will submit to CMS (under the terms of the Subscription Agreement, this Supplement, and CMS Stage 2 regulations) Subscriber's choice of up to 16 Clinical Quality Measures from those listed in the table in Section c) herein below. If required to register by CMS, it is Subscriber's sole responsibility to register such measures and maintain any updates with CMS. Subscriber shall provide documentation of such registration to Company prior to submission of initial data within the fiscal year, and no later than 30 days prior to the CMS's submission deadline. If Subscriber fails to provide registration documentation more than 30 days prior to the CMS's submission deadline, data will not be submitted for that reporting period.

   b) If the specifications or schedule change in a way that Company can no longer meet the requirements with the data collected in the Meaningful Use Quality Manager, Company will notify Subscriber in writing at least 30 days prior to CMS's published submission deadline.

   c) Subscriber may choose up to 16 Clinical Quality Measures from those listed in the table below. As of the Effective Date, the Licensed Product is currently certified for the following 22 of the 29 Clinical Quality Measures defined in the CMS Stage 2 Final Regulations:

CMS eMeasure ID	Measure ID	Measure Title	National Quality Strategy Domain
55	ED-1	Median time from ED arrival to ED departure for admitted ED patients	Patient and Family Engagement
111	ED-2	Median time from admit decision time to ED departure for discharged ED patients	Patient and Family Engagement
32	ED-3	Median time from ED arrival to ED departure for discharged ED patients.	Care Coordination
104	STK-2	Discharged on antithrombotics	Clinical Process/ Effectiveness
71	STK-3	Anticoagulation therapy for atrial fibrillation/flutter	Clinical Process/ Effectiveness
91	STK-4	Thrombolytic therapy within 3 hours of time last known well	Clinical Process/ Effectiveness
72	STK-5	Antithrombotic therapy by end of hospital day 2	Clinical Process/ Effectiveness
105	STK-6	Discharged on statins	Clinical Process/ Effectiveness
107	STK-8	Stroke education	Patient and Family Engagement
102	STK-10	Assessed for rehabilitation	Care Coordination
108	VTE-1	VTE prophylaxis	Patient Safety

190	VTE-2	ICU VTE prophylaxis	Patient Safety
73	VTE-3	VTE patients with anticoagulation overlap therapy	Clinical Process/ Effectiveness
109	VTE-4	VTE patients receiving UFH with monitoring by protocol	Clinical Process/ Effectiveness
110	VTE-5	VTE discharge instructions	Patient and Family Engagement
114	VTE-6	Incidence of potentially preventable VTE	Patient Safety
100	AMI-2	Aspirin Prescribed at Discharge for AMI	Clinical Process/ Effectiveness
60	AMI-7a	Fibrinolytic Therapy Received Within 30 minutes of Hospital Arrival	Clinical Process/ Effectiveness
53	AMI-8a	Primary PCI Received Within 90 Minutes of Hospital Arrival	Clinical Process/ Effectiveness
30	AMI-10	Statin Prescribed at Discharge	Clinical Process/ Effectiveness
113	PC-01	Elective Delivery Prior to 39 Completed Weeks Gestation	Clinical Process/ Effectiveness
9	PC-05	Exclusive Breast Milk Feeding	Clinical Process/ Effectiveness

3. Mechanisms for Subscriber Data Submission to Company. Company will provide Subscriber with access to the following:

   a) Data Submission Manual – Includes the Input Data file specification listing the format and the data elements for the Meaningful Use Clinical Quality Measures for submission to Company.

   b) Secure web based data submission – Provides ability for Subscriber to securely upload data in the specified file format to Company.

4. Data Processing.

   a) Based on Subscriber submitted Input Data file, Company will determine measure results for the Subscriber contracted measures and report to CMS under the CMS Meaningful Use Stage 2 Regulations.

   b) The Licensed Product will perform data quality checks to identify issues where applicable, with the data submitted.

   c) The Licensed Product will allow submission of NDC codes (in addition to the standard codes defined in the eMeasure specification) in the Input Data file and process any applicable vocabulary mappings prior to running the measure calculations.

5. Reporting.

   a) The Licensed Product will provide secure access to reports containing the data needed to complete attestation.

   b) The Licensed Data will provide electronic files in the format defined by CMS in the Meaningful Use Stage 2 Regulations.

6. Data submission to CMS.

   a) **Data submission through attestation:** Subscribers eligible for attestation are responsible for reporting the aggregate Clinical Quality Measure results to CMS through a manual attestation process using the CMS web site.

   b) **Data submission through electronic data files:** For Subscribers required to perform electronic data submission, Company will submit the electronic data files to CMS as per the processes and format defined by CMS provided that Company submission on behalf of Subscriber is subject to a final ruling from CMS allowing vendors to provide electronic submissions on behalf of the Subscriber.

c) **Data submission for participation in the voluntary CMS Electronic Reporting Pilot**: Company will perform electronic data submission to CMS on behalf of Subscribers who elect to participate in the voluntary CMS electronic Reporting Pilot and provide Company with all required data.

7. **Data Submission to The Joint Commission.** Company will perform electronic data submission to The Joint Commission ("TJC") on behalf of the Subscriber if Subscriber elects to participate in the voluntary TJC eMeasures Pilot Data submission and provides Company with all the required data.

8. **Input Data Format.** The Input Data file format for Subscriber submission of Clinical Quality Measures data elements to Company for measure calculations is:

   (a) Flat file format – This is a comma separated values .csv file format. Each csv file can contain data elements for one or more episodes of care. Each Input Data file shall include data for a single facility; or

   (b) Quality Reporting Document Architecture ("QRDA") Category I format – This is an xml file format. Each file will contain data elements for only one episode of care being submitted. The Licensed Product will be able to accept QRDA Category I files if the Subscriber is using an EHR system that is 2014 Edition certified to export QRDA Category I files as per the defined standard.

Amended Exhibit A-3

Truven Cost Sheet to Renewal and Amendment No. 1

Natividad Medical Center: 1141 Constitution Blvd., Salinas, CA 93905			Jane Finney, Quality - PI			
Net Patient Revenue: $135,010,666			Sid Cato, Mgr Analyst/Contracts			
Current Platform	**Content / Module**	**Purpose**	**3-Year Package**			**Comment**
			Year 1	**Year 2**	**Year 3**	
			2013-14	**2014-15**	**2015-16**	
CareDiscovery Clinical Suite Transform+ Solution	Quality Discovery	Monitor critical data indicators	$49,612	$52,093	$54,697	Each year begins July 1 and ends June 30 Evaluation of critical performance and quality metrics; Solution includes data submission support, training, and a basic level of initial and ongoing performance improvement support services.
	Physician Insights	Physician Specific Reporting				
	Executive Insights	Overall Performance Summary				
	Report Architect	Ad Hoc Reporting				
Core Measure Insights Module	Access To Specific CM CDQM	Support CM AMI HF PN SCIP STK VTE	No Charge	No Charge	No Charge	Optional
Data Sources (Up to 2 Data Sources)	Facility Level & Public State Data	Access to State Data Sources	Included	Included	Included	Optional
MedPar Data Source		Access to MedPar Data From Rpt Architect	No Charge	No Charge	No Charge	Optional
User Accounts	Subscription License	10 Users	Included	Included	Included	
TOTAL			**$49,612**	**$52,093**	**$54,697**	
CareDiscovery Quality Measures (CDQM)	**Core Measures Set**	**Purpose**	**3-Year Package**			
			Year 1	**Year 1**	**Year 1**	
			2013-14	**2014-15**	**2015-16**	
[1]CDQM Subscription Agreement	AMI, HF, PN,PRC,SCIP,OP, STK,VTE,PICM, & ED	Submit TJC and/or CMS	$31,526	$32,472	$33,445	
MUQM			$20,000	$20,000	$20,000	
MUQM Re-Implementation[2]		Re-implementation of input file specifications for FY 2014 and beyond	$6,000	N/A	N/A	
[2]Concurrent Abstraction / Expedite		CMS / TJC Abstract Manage CM Re In-PTs	$9,500	$9,975	$10,473	
[2]Implementation (one-time fee)		Add on module to CDQM	$5,000	$0	$0	
[1]Synched Contract Renewal						
[2]Amendment from previous						
TOTAL			**$72,026**	**$62,447**	**$63,918**	

Annual Totals	**$121,638**	**$114,540**	**$118,615**
Grand Total	**$354,793**		