



AMENDMENT NO. 13

This **Amendment No. 13** to the Cerner Business Agreement, dated July 01, 2016 (the “**Agreement**”) between Cerner Corporation (“**Cerner**”), a Delaware corporation with its principal place of business at 8779 Hillcrest Road, Kansas City, MO 64138, and County of Ventura (“**Client**”), a California government agency with its principal place of business at 800 S Victoria Ave, Ventura, CA 93009-0001, is effective as of July 01, 2023 (“**Amendment No. 13 Effective Date**”).

WITNESSETH:

WHEREAS, the parties hereto wish to amend the Agreement, specifically Cerner System Schedule No. 1 (Cerner Reference No. 1-21Q0H4L), dated October 04, 2011 (“Schedule No. 1”), Cerner Sales Order No. 1-6T1V1YN, dated October 10, 2019, Cerner Sales Order No. 1-6SBS1N2, dated October 10, 2019, Cerner Amendment No. 4 (Cerner Reference No. 1-6OCUX9B), dated June 29, 2019 (“Amendment No. 4”), and Cerner Amendment No. 11 (Cerner Reference No. OPT-0335381), dated July 01, 2022 (“Amendment No. 11”), in certain respects,

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

1. As of July 01, 2023, the parties hereby agree to terminate the line items set forth below:

Opportunity Description	Business Model	Solution Code	Solution Description	Monthly Amount
1-6OCUX9B	License Sales	CI-200999L	Cerner Device Manager Driver Library License	FTF
1-6OCUX9B	Support Services	CI-200999LS_AMT	AMT_SUPT: Cerner Device Manager Driver Library (Licens	FTF
1-6OCUX9B	Support Services	IW-20450S_AMT	AMT_SUPT: CareAware Infusion Management	FTF
1-6OCUX9B	Support Services	CI-200800S_AMT	AMT_SUPT: CareAware iBus for Bedside Medical Devices	FTF
1-6OCUX9B	Support Services	CI-201000S_AMT	AMT_SUPT: CareAware Smart Pump Programming	FTF
1-6OCUX9B	Support Services	CI-200700S_AMT	AMT_SUPT: CareAware iBus for Laboratory Devices	FTF
1-6SBS1N2	License Sales	CI-200700	CareAware iBus for Laboratory Devices	\$ -
1-6SBS1N2	Support Services	CI-200700S	SUPT: CareAware iBus for Laboratory Devices	\$31.00
1-6T1V1YN	License Sales	CI-200700	CareAware iBus for Laboratory Devices	\$ -
1-6T1V1YN	Support Services	CI-200700S	SUPT: CareAware iBus for Laboratory Devices	\$31.00

2. In consideration of section 1, as of July 01, 2023, the RHO fee built in to the FTF Payment table set forth in Amendment No. 11 is hereby reallocated to the Shared Computing Services fee set forth in Exhibit A to this Amendment No. 13; all corresponding Managed Services scopes of work regarding CareAware products are hereby deleted from their respective ordering documents, effective July 01, 2023.
3. Client agrees to purchase the solutions and services set forth in Exhibit A in accordance with the terms and conditions contained therein. Exhibit A shall be considered an “Ordering Document” under the Agreement.

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4. In consideration of sections 1-3, the parties hereby agree to amend and restate the FTF 'Payment' and 'Renewal' tables set forth in Amendment No. 11, as of July 01, 2023, with the below:

New Payment Table

Payment Date	Payment Amount
7/1/2023	1,656,368
10/1/2023	1,656,368
1/1/2024	1,656,368
4/1/2024	1,656,368

New Renewal Table

Contract Element	Renewal Amount
Application Services Provider/Shared Computing Services	151,839
License Software Support	173,061
Term License Software	121,953
Term License Software Support	98,715
Subscriptions	16,476
Transaction Services	157,928
Managed Services	537,149
AMS	305,622
Equipment and Sublicensed Software Support	96,186
Total	1,658,929

The previous FTF and Renewal tables (as set forth in Amendment No. 11) are reproduced below, for edifying purposes:

Old Payment Table

Invoice Date	Payment Amount
7/1/2022	1,613,208
10/1/2022	1,613,208
1/1/2023	1,615,833
4/1/2023	1,615,833
7/1/2023	1,656,182
10/1/2023	1,656,182
1/1/2024	1,656,182
4/1/2024	1,656,182

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Old Renewal Table

Business Model	Quarterly Payment
Application Service Provider	130,730
License Software Support	178,530
Term License Software	126,416
Term License Software Support	101,320
Subscriptions	16,476
Transaction Services	157,928
Managed Services	545,534
AMS	305,622
Equipment and Sublicensed Software Support	96,186
Total	1,658,743

For the avoidance of doubt, the "New Payment Table" above is increased by \$62 per month which represents the fees billing separately from the FTF Payment table that are terminated by the following lines which are set forth in section 1 of this Amendment No. 13, above.

Opportunity Description	Business Model	Solution Code	Solution Description	Monthly Amount
1-6SBS1N2	Support Services	CI-200700S	SUPT: CareAware iBus for Laboratory Devices	\$31.00
1-6T1V1YN	Support Services	CI-200700S	SUPT: CareAware iBus for Laboratory Devices	\$31.00

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

IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment No. 13 as of the Amendment No. 13 Effective Date.

COUNTY OF VENTURA

CERNER CORPORATION

By: _____
(signature)

(print)

By: _____

Teresa Waller

Title: _____

Title: **Sr. Director, Contract Management**

Purchase Order #: _____
(if applicable)

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EXHIBIT A

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Shared Computing Services	--	Included in FTF
EQUIPMENT		
Equipment and Installation (if applicable)	13,508.00	--
TOTALS:	13,508.00	Included in FTF

All prices in this Cerner Amendment are shown in USD. Pricing is valid until July 1, 2023. If this Cerner Amendment is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

PAYMENT TERMS

ONE-TIME FEES			
Description	Payment Number	Percent (%) Of Total Due	Payment Due
Equipment and Installation (if applicable)	1	100%	Upon Shipment

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Shared Computing Services	100%	Payment for the recurring Shared Computing Services fees reflected in this Exhibit A will begin on July 01, 2023, and are included in the Amended and Restated FTF Payment table set forth herein.

TERM AND TERMINATION

Other Services. Unless otherwise set forth herein, all other recurring Services (such as subscription services, application services, shared computing services, employer services, recurring professional services, and managed services) begin on July 01, 2023 and continue for the term set forth in the "Solutions", "Professional Services", or "Managed Services" sections.

Renewal. At the end of the applicable term, each recurring Service will automatically renew at the rates set forth in the amended and restated Renewal Table in section 4 of this Amendment No. 13 and at the terms set forth in Amendment No. 11.

FEE INCREASES

Cerner may increase the monthly fee for Support services and each recurring service (such as managed services, application services, subscription services, application management services, employer services, transaction services, and Shared Computing Services) any time following the initial twelve (12) month period after such recurring service fees begin (but not more frequently than once in any twelve (12) month period) by giving Client sixty (60) days prior written notice of the price increase. The amount of such annual increase will equal lesser of CPI or 3% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party supplier increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party supplier.

SOLUTIONS

SHARED COMPUTING SERVICES

Mfg. Part No.	Solution Detail Description	Scope of Use Metric	Qty./ Scope of Use Limit	Term (Mo.)	Monthly Range	Extended One-Time Fees	Extended Monthly Fees	Solution Description Code	Third-Party Component(s)	Pass-Through Code	Per Unit Monthly Expansion Fees
IW-40458	CareAware Infusion Suite	Beds	292	12	1-12	--	included in FTF	SD100554_02	--	--	72.00
CI-400400	CareAware iBus for Bedside Medical Device Integration **	Beds	292	12	1-12	--	included in FTF	SD100042_04	--	--	130.00
CI-400500	CareAware iBus for Laboratory Medical Device Integration **	Devices	2	12	1-12	--	included in FTF	SD100565_04	--	--	175.00

** This is an Interoperability Element subject to the 21st Century Cures Act. All available allowances have been applied.

EQUIPMENT/SUBLICENSSED SOFTWARE

Technology Changes. At the time of the actual order, Cerner may substitute individual technology solutions and/or Maintenance services based on availability or technological advancements. Cerner and Client may also agree to replace certain technology solutions with other Cerner offerings. If the substitute items or Maintenance services result in an increase in fees, Cerner and Client will discuss and agree upon the fee increase prior to ordering such items or Maintenance services.

Shipping and Handling. Client will pay standard shipping and handling fees, not to exceed \$190 USD. Additional fees may apply if Client requests expedited shipping. Notwithstanding any other agreement between the parties regarding shipping terms, the items set forth in this Cerner Amendment will be shipped FOB the manufacturer's plant.

EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-189029.1						
Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
2	CNR-1150GB-16COM	1U Fanless System With 16 Ports Serial, Image Upload	6	2,200.00	13,200.00	--
5	GENTERMADPT	Adapter Cable	28	11.00	308.00	--
TOTAL:					13,508.00	--

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EQUIPMENT/SUBLICENSSED SOFTWARE DELIVERY

Delivery Information. The following delivery information is required to process the equipment/sublicensed software in this Cerner Amendment.

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

Delivery Requirements. Please check the applicable box for each question below to help ensure a successful delivery.

Does the facility accommodate a 48-foot trailer?		Yes		No	
Does the facility have a loading dock?		Yes		No	
What are the receiving days and hours of operation? <i>(Please enter days and times available)</i>	Days:		Start Time:		End Time:
Will a lift gate and/or ramp be required?	No		Lift Gate		Ramp
To what floor will the equipment be delivered?	Basement		Ground		Floor:
Does the facility have an elevator, or will a stair crawler be required?	Elevator		Stair Crawler		N/A
Does the facility require floor covering?		Yes		No	

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SCOPE OF USE

Client will use the solutions set forth in this Cerner Amendment in accordance with the Documentation and subject to the scope of use limits set forth in the Solutions section. If a scope of use limit is exceeded, Client agrees to pay the applicable expansion fees set forth in the Solutions section, which are valid for 2 year(s) after the Effective Date, and thereafter increase at a rate of 5% per year.

In the event Client requests additional scope beyond the limits set forth in the Solutions section and no Per Unit Expansion Fees are referenced therein, Client must execute a new Ordering Document setting forth the additional scope and fees at Cerner's then-current rates.

Scope of use will be measured periodically by Cerner's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources (e.g. FTEs or locations), Client will provide the relevant information (including records to verify the information) to Cerner at least once per year. Client agrees that if an event occurs that will affect Client's scope of use (such as the acquisition of a new hospital or other new facility), Client will notify Cerner in writing of such event no later than 30 days following the effective date of such event so that Client's scope of use can be reviewed. Any additional fees due under this Section will be payable within 30 days following Client's receipt of an invoice for such fees. Any additional monthly fees will begin on the date the limit was exceeded and shall be paid annually (pro-rated for any partial month).

The pricing in the Solutions section of this Cerner Amendment is based on the following scope of use metrics, which are defined as follows.

Scope of Use Metric	Scope of Use Definition
Beds	The maximum number of beds for which a hospital holds a license.
Devices	The total number of instruments, personal computers, handheld devices, or other pieces of mechanical or electronic equipment to be used in conjunction with the application being licensed.

FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
County of Ventura	800 S Victoria Ave	Ventura	CA	93009-0001	United States

The parties may add or substitute Permitted Facilities by amending this section.

SOLUTION DESCRIPTIONS

Each solution with a Solution Description has a code noted in the "Solutions" section of this Cerner Amendment, and that code can be entered at <https://solutiondescriptions.cerner.com> to view the Solution Description. These Solution Descriptions are incorporated into this Cerner Amendment by reference and may also be attached as an exhibit to this Cerner Amendment.

ADDITIONAL TERMS AND PROVISIONS

SHARED COMPUTING SERVICES

Client Responsibilities. Client agrees to comply with all applicable laws, rules, and regulations as they relate to its use of the Services and its provision of the Services to Users ("**Laws**"), including, but not limited to, HIPAA, state medical privacy and security laws, and state and federal laws applicable to sensitive categories of medical information, such as mental health, alcohol and drug abuse, genetic, and AIDS/HIV information. Client or its Users must obtain all appropriate and necessary authorizations and consents to access, use, and disclose any personally identifiable information in compliance with applicable Laws (including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the Telephone Consumer Protection Act) and the Agreement. Client must have security and privacy policies and procedures in place that govern its Users' ability to access information on or through the Services and to prevent unauthorized access, use, and disclosure of personally identifiable information including, but not limited to, protected health information.

Medical Record. The Services do not constitute a medical record. Client and its Users are responsible for ensuring that the information sent through the Services is incorporated into the applicable patient's medical record as necessary. Client acknowledges that the health information exchanged through the Services may not include the individual's full and complete medical or encounter record or history. Cerner may leverage a public cloud infrastructure to provide the Services.

Access to Data. Cerner may use and disclose the Data as necessary to perform, analyze and improve the Services, to the extent permitted by law. Cerner may use and disclose performance and usage data for any purpose permitted by law so long as the data does not contain protected health information as defined under HIPAA or Client-specific identifiable information. Data means data that is collected, stored, processed or generated through Client's use of the Services.

Right to Aggregate. Cerner may use or disclose protected health information, as defined by 45 C.F.R. 160.103, to provide data aggregation services as permitted by 45 C.F.R. 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law.

De-identify and Use Rights. Cerner may de-identify protected health information in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use or disclose such data unless prohibited by applicable law.

Information Management Tools. Client acknowledges and agrees that the Services are information management tools, many of which contemplate and require the involvement of professional medical personnel, and because medical information changes rapidly, some of the medical information and formulas may be out of date. Information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel. Client acknowledges and agrees that physicians and other medical personnel should never delay treatment or make a treatment decision based solely upon information provided through the Services. Client further acknowledges and agrees that the Services are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines.