



AMENDMENT NO. 10

THIS AMENDMENT NO. 10 to the Cerner Business Agreement (the "Agreement") dated July 02, 2016 between Cerner Corporation ("Cerner"), a Delaware corporation having its principal place of business at 2800 Rock Creek Parkway, and County of Ventura ("Client"), a California government agency having its principal place of business at 800 S Victoria Ave, Ventura, CA, 93009-0001, is effective as of October 01, 2021 ("Amendment No. 10 Effective Date").

WITNESSETH:

WHEREAS, the parties hereto wish to amend the Agreement, specifically Cerner Amendment No. 4, dated June 29, 2019 (Cerner Reference No. 1-6OCUX9B) (as amended by Cerner Amendment No. 6, dated August 07, 2019 and Cerner Amendment No. 8, dated November 20, 2019), Cerner System Schedule No. 1, dated October 04, 2011 ("Schedule No. 1"), and Cerner System Schedule No. 10, dated June 23, 2014 ("Schedule No. 10"), in certain respects,

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

1. As of October 01, 2021, the parties hereby agree to terminate the line items set forth below:

Ordering Document	Business Model	Solution Code	Solution Description	Monthly Support Fees
1-6OCUX9B	Support Services	CTM-P2S-ENT-1_AMT	AMT_SUPT: Mthly Supt for P2Sentinel Enterprise 4 Cores	Included in FTF
Schedule No. 1	License Software	CTP-P2S-ENT-1	P2Sentinel Enterprise 4 Cores	-
1-6OCUX9B	Sublicense Software Support	00124569-MNT	MNT: Sensage Clinical Enterprise 4 core - 1 collector	Included in FTF
Schedule No. 1	Sublicense Software	SEN-CE-4	Sensage Clinical Enterprise 4 core - 1 collector	-

2. In consideration of section 1, the RHO fee has been reduced from the FTF Payment Table and the following scope of services is hereby deleted from Schedule No. 10, as of October 01, 2021:

P2 Sentinel (3 Node)	- (5) Servers (4 production and 1 test)
	- Up to (1) Terabyte of disk storage
	- Utilized for Millennium only
	- RHO fees do not include P2 License, monthly maintenance or implementation. Client must purchase separately.

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.



County of Ventura
OPT-0284674_Q-71356.2_LA-0000048157
August 26, 2021

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4. In consideration of sections 1-3, the parties hereby agree to amend and restate the FTF 'Renewal' table set forth in Amendment No. 8, as of October 01, 2021, with the below:

Renewal Table

Contract Element	Renewal Amount
Application Service Provider	127,760
License Software Support	178,530
Term License Software	126,416
Term License Software Support	101,320
Subscriptions	16,476
Transaction Services	152,255
Managed Services	545,534
AMS	305,622
Equipment and Sublicensed Software Support	96,186
Total	\$ 1,650,099

For clarity, Client's FTF Payment Table will remain unchanged by this Amendment No. 10 and is restated below:

Invoice Date	Payment Amount
1/1/2020	1,536,867
4/1/2020	1,532,417
7/1/2020	1,532,414
10/1/2020	1,532,414
1/1/2021	1,532,414
4/1/2021	1,532,414
7/1/2021	1,568,240
10/1/2021	1,568,240
1/1/2022	1,568,240
4/1/2022	1,568,240
7/1/2022	1,607,400
10/1/2022	1,607,400
1/1/2023	1,607,400
4/1/2023	1,607,400
7/1/2023	1,647,538
10/1/2023	1,647,538
1/1/2024	1,647,538
4/1/2024	1,647,538
Total	31,565,385

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

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IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment No. 10 as of the Amendment No. 10 Effective Date.

County of Ventura

By: _____

(type or print)

Title: _____

Cerner Corporation

By: _____

Teresa Waller

Title: _____

Sr. Director, Contract
Management**Cerner Confidential Information**

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EXHIBIT A

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Shared Computing Services	17,400.00	Included in FTF
TOTALS:	17,400.00	Included in FTF

All prices in this Cerner Amendment are shown in USD. Pricing is valid until September 30, 2021. 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
Shared Computing Services	1	100%	On October 01, 2021

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Shared Computing Services	100%	Payment for the Shared Computing Services fees reflected in this Exhibit A will begin on October 01, 2021, and are accounted for in the FTF Payment Table set forth in Amendment No. 8

TERM AND TERMINATION

Other Services. Unless otherwise specified in this section, all other recurring Services (such as subscription services, application services, shared computing services, employer services, recurring professional services, and managed services) begin on October 01, 2021, 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 restatement Renewal Table in section 4 of this Amendment No. 10 and at the terms and conditions set forth in Amendment No. 4.

ASSIGNMENT OF PAYMENTS

Client agrees that Cerner may assign its interest in or otherwise grant a security interest in payments due pursuant to this Cerner Amendment in whole or in part to an assignee. Cerner will continue to perform its obligations under the Agreement following such assignment or granting of a security interest.

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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 One-Time Expansion Fees	Per Unit Monthly Expansion Fees
P2S-SEC-SRV	P2Sentinel Security as a Service	Gigabyte Per Day	5	33	1-33	--	Included in FTF	SD100347_03	--	--	--	2,000.00
CTS-P2S-DATAMIGRATION_SETUP	P2Sentinel Data Migration	Client	1	--	--	17,400	--	--	--	--	--	--
TOTAL:						17,400	Included in FTF	--	--	--	--	--

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 which requires additional setup, and no Per Unit One-Time Expansion Fee is 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). In the event Client requests additional scope beyond the limits set forth in the Solutions section which requires additional setup, and no Per Unit One-Time Expansion Fee is referenced therein, Client must execute a new Ordering Document setting forth the additional scope and fees at Cerner's then-current rates.

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
Gigabyte Per Day	The total number of gigabytes utilized per day, where a gigabyte is a unit of data storage capacity that is roughly equivalent to 1 billion bytes.
Client	A single contractually-designated organization.

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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. Client or its Users must obtain all appropriate and necessary authorizations and consents to use or disclose any personally identifiable information in compliance with all federal and state privacy laws, rules, and regulations. 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 by Users may not include the individual's full and complete medical 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.

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This section defines the Service deliverables (“**Scope**”) for the Services set forth in this Cerner Amendment.

SOLUTION DETAIL SCOPE

P2SENTINEL DATA MIGRATION (CTS-P2S-DATAMIGRATION SETUP)	
Definitions	<p>The following definition(s) shall have the meanings ascribed to them herein. Where there is a conflict between the definition(s) in the Ordering Document or the Agreement, the definition(s) in this Scope of Services section shall control, but only with regards to the subject matter set forth herein.</p> <p>Gigabyte Per Day (“GB”) means the total number of gigabytes utilized per day, where a gigabyte is a unit of data storage capacity that is roughly equivalent to 1 billion bytes.</p>
Cerner Tasks/Activities	<p>Implementation</p> <ul style="list-style-type: none"> Connect <i>Cerner Millennium</i> audit data live feed Validate live <i>Cerner Millennium</i> audit data Project plan updates Review of supporting resources Create action plan Perform current-state analysis Demonstrate <i>P2Sentinel</i> capabilities and provide best practice recommendations Interpret audit reports Review and explore reporting enhancement need Develop risk mitigation strategy to close gaps identified in current-state analysis Assist in developing action plan to monitor and address privacy and security breaches Make strategic recommendations on any gaps or risks identified Review inclusion of external reports into privacy and security program <p>Migration</p> <ul style="list-style-type: none"> Migrate historical <i>Cerner Millennium</i> audit data Validate migrated historical <i>Cerner Millennium</i> audit data Identify configuration details necessary for extract Provide regular status reports Provide project plan updates Review supporting resources Create action plan
Client Tasks/Activities	<p>Ensure availability of technical personnel for verification, testing, and knowledge transfer</p> <p>Assist Cerner with detailed action plan, Client-specific needs, and reviewing action plan</p>
Deliverables	<p>Cerner will upgrade the <i>P2Sentinel</i> environment by migrating to the newest <i>P2Sentinel</i> environment. The upgrade service will be completed so as to provide the same level of functionality prior to the engagement.</p> <p>Cerner will provide User training instructing how to use the <i>P2Sentinel</i>.</p> <p>Cerner will deliver an action plan to Client for future consideration.</p>
Project Assumptions	<p>The Services set forth in this Scope cover 1 production domain and 1 non-production domain</p> <p>Client is familiar with the core technologies used in this solution.</p> <p>All work will be performed remotely.</p> <p>This Scope does not include any custom reporting, unless otherwise noted or agreed upon.</p>

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P2SENTINEL DATA MIGRATION
(CTS-P2S-DATAMIGRATION_SETUP)

Notice of changes to the timeline need to be communicated promptly for scheduling resource availability.

The estimated duration needed for extraction and data transfer is based on data throughput and volume of data to be extracted.

Advanced configuration of the *P2Sentinel* solution is not provided as part of this Scope

This may include, but is not limited to, Internet and network access, remote access, security and credentials or privileges to the source solution through mutually agreed upon tools and methodology, and administrative support, as appropriate.

Cerner or Client may designate a new representative by written notice to the other.

Client resources are available to work with Cerner and are informed and authorized to speak and act on decisions regarding Client's current workflow practices.

The number of GB per day of *Cerner Millennium* audit data is agreed to as listed in this Ordering Document. Additional data may be sent to *P2Sentinel* with the understanding that the monthly fee will increase per the scope expansion if daily limits are exceeded.

Volume of data is estimated based on number of beds, number of visits, and *Cerner Millennium* solution mix or actual historical volume.

System usage will be monitored, and the monthly fee will increase per scope expansion if daily limits are exceeded. Monthly fee includes 5 User Accounts, 5 years data retention, and 250 report executions per month.

To send *Cerner Millennium* audit data from any network that is not hosted by Cerner, an on-site *P2Sentinel* listener is required to be within that network. The setup services described herein do not include hardware/VM or *Red Hat* license for any on-site listeners.

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