



Amendment No. 1 to Group Purchasing Program Statement of Work

This Amendment No. 1 to Group Purchasing Program Statement of Work (this “Amendment”) dated November 1, 2022 (“Amendment Effective Date”) is entered into by and between **Vizient, Inc.** (“Vizient”), a Delaware corporation, and **County of Ventura**, a political subdivision of the State of California, (“Member”). Vizient and Member are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Vizient and Member entered into that certain Group Purchasing Program Statement of Work November 1, 2022 (as amended from time to time, collectively, the “SOW”); and

WHEREAS, the Parties desire to amend the SOW pursuant to the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties agree to amend the SOW as follows:

1. **Recitals**. The foregoing recitals are incorporated herein by reference as if fully set forth in the body of this Amendment.
2. **Defined Terms**. All capitalized terms used in this Amendment will have the same meanings ascribed to such terms in the SOW, unless otherwise defined in this Amendment.
3. **Amendment**. The SOW is amended as follows:

- A. Section 5.3 (Fee Share) in the SOW, is deleted in its entirety and replaced with the following:

“5.3 Fee Share. Vizient will pay Member a percentage (“Fee Share Percentage”) of Administrative Fees based on Member’s purchases reported by Suppliers (“Fee Share”), within one hundred twenty (120) days following the end of the calendar quarter in which such purchases were reported. At the beginning of each Contract Year, the applicable Fee Share Percentage will equal 50% until total purchases through Supplier Agreements, as reported by Suppliers not acting in the capacity of a distributor, equal or exceed \$28,308,000 (“Reported Purchases”). Thereafter, the Fee Share Percentage will increase in accordance with the tier table below. For any calendar quarter during a Contract Year in which Reported Purchases exceed a tier threshold, the higher Fee Share Percentage will apply from the first dollar of all Administrative Fees reported during the applicable Contract Year. At the beginning of each Contract Year the Fee Share Percentage will reset to 50%.

Reported Purchases	Fee Share Percentage
\$0 - \$28,307,999	50%
\$28,308,000 and above	55%

4. **Miscellaneous**. This Amendment may be executed in a number of identical counterparts which, taken together, will constitute collectively as one agreement. Except as expressly modified hereunder, all terms and conditions of the SOW will remain in full force and effect. In the event of conflicting terms between this Amendment and the SOW, the terms set forth in this Amendment will govern.

County of Ventura – Amendment to SOW

(MID# 3745219)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the Amendment Effective Date.

Vizient, Inc.

County of Ventura

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please sign, scan, and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.