

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
CERNER HEALTHCARE SOLUTIONS, INC.
for

PHARMACY MANAGEMENT SYSTEM LICENSE, MAINTENANCE, AND PROFESSIONAL SERVICES

SECOND AMENDMENT
Effective July 1, 2016

THIS IS THE SECOND AMENDMENT (hereinafter referred to as Second Amendment) to the Pharmacy Management Software Agreement (the "Agreement") dated June 07, 2011 between Cerner Healthcare Solutions, Inc. (**CONTRACTOR**), a Delaware corporation having its principle place of business at 2800 Rockcreek Parkway, Kansas City, Missouri, 56117 and Santa Barbara County (**COUNTY**), a political subdivision of the State of California having its principle place of business at 105 East Anapamu Street, Room 304, Santa Barbara, California, 93101, is effective as of July 1, 2016 ("Second Amendment Effective Date").

WHEREAS, the Agreement is effective through June 30, 2016;

WHEREAS, the parties desire to amend the Agreement to extend the term;

WHEREAS, the parties desire to amend the Agreement to add funding for the extended term;
and

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the Agreement and the First Amendment, approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement and First Amendment.

2. **Amendments.**

a. The Agreement is amended as follows:

14.1 **TERM.** The term of this Agreement shall be for the period of July 1, 2016 through June 30, 2019.

9.2 **EXPENSES.** The total cost of the project, as set forth in Exhibit A and Exhibit B, shall not exceed the Maximum Amount of \$618,122 as set forth in Exhibit A as of the Effective Date and includes expenses such as CONTRACTOR staff's travel, transportation, food and lodging costs. Except in the event of a Change Request approved by both parties pursuant to the procedure set forth in Section 4.4 of this Agreement, COUNTY shall not be responsible for paying any amount above the Maximum Amount specified in Exhibit A. For the avoidance of doubt, the parties acknowledge that they may, from time to time, enter into additional Statements of Work, and that additional fees may be payable thereunder.

Exhibit A is amended to include the attached hereto and incorporated herein by reference.

Exhibit B is amended as follows:

2.4. PROFESSIONAL SERVICES CONTINGENCY FEES Total Professional Services Fees (Fee for Service) including travel costs will not exceed \$79,500 unless mutually agreed upon by all parties to access Professional Services Contingency Fees up to a maximum not to exceed \$103,637

3. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Ratifications.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

Second Amendment to Agreement for Pharmacy Management System Services between the County of Santa Barbara and Cerner Healthcare Solutions, Inc.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective July 1, 2016.

COUNTY OF SANTA BARBARA

Chair, Board of Supervisors

Date: _____

ATTEST:
MONA H. MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

Second Amendment to Agreement for Pharmacy Management System Services between the **County of Santa Barbara** and **Cerner Healthcare Solutions, Inc.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective July 1, 2016.

Cerner Healthcare Solutions, Inc.

By: _____
Marc G. Naughton
Executive Vice President and Chief Financial Officer

Date: _____

EXHIBIT A

PURCHASE PRICE/CERNER QUOTATION

Cerner Etreby Pharmacy Software System Agreement Cost Elements

June 7, 2011 through June 30, 2019

Description	Total Years 1 - 5	Year 6	Year 7	Year 8	Total Years 6 - 8	Amended Contract Maximum Total Years 1 - 8
		Ongoing	Ongoing	Ongoing		
		Costs	Costs	Costs		
Pharmacy Software	\$75,478					\$75,478
Professional Services	\$79,500					\$79,500
Professional Services Contingency	\$13,800				\$10,337	\$24,137
System Hardware	\$10,000					\$10,000
Equipment Contingency					\$5,100	\$5,100
Transaction Fees						
Switch* (\$0.04/transaction)	\$14,057	\$3,124	\$3,124	\$3,124	\$9,372	\$23,429
SureScripts* (\$0.21/transaction)	\$157,667	\$35,037	\$35,037	\$35,037	\$105,111	\$262,778
Software Maintenance	\$82,620	\$18,360	\$18,360	\$18,360	\$55,080	\$137,700
Maximum Amount	\$433,122	\$56,521	\$56,521	\$56,521	\$185,000	\$618,122