

**AGREEMENT**

between

**COUNTY OF SANTA BARBARA**

and

**CERNER HEALTHCARE SOLUTIONS, INC.**

for

**PHARMACY MANAGEMENT SYSTEM LICENSE, MAINTENANCE, AND PROFESSIONAL SERVICES**

**FIRST AMENDMENT**

**Effective July 21, 2015**

THIS IS THE FIRST AMENDMENT (hereinafter First Amendment) to the Pharmacy Management Software Agreement (the "Agreement") dated June 07, 2011 between Cerner Healthcare Solutions, Inc. (**CONTRACTOR**), a Delaware corporation having its principal place of business at 2800 Rockcreek Parkway, Kansas City, Missouri, 64117 and Santa Barbara County Health County (**COUNTY**), a political subdivision of the State of California having its principal place of business at 105 East Anapamu Street Room 304, Santa Barbara, CA, 93101, is effective as of July 31, 2015 ("First Amendment Effective Date"),

**WITNESSETH:**

**WHEREAS**, the parties hereto wish to amend the Agreement, in certain respects,

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

1. CERNER and COUNTY hereby agree to add the following definitions to Section 1 of the Agreement:  
**1. DEFINITIONS.**

**1.38. "Equipment"** means all equipment components provided by Cerner under an Ordering Document.

**1.39. "Ordering Document"** means the document (such as a schedule or sales order) setting forth the items being purchased by Client, scope of use, pricing, payment terms, and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.

**1.40. "Third Party Services"** means the services provided by a third party and described in an Ordering Document.

**1.41. “Sublicensed Software”** means all third party software and content listed on an Ordering Document.

**1.42. “System”** means the Equipment, Sublicensed Software, and Licensed Software listed on an Ordering Document.

2. CONTRACTOR and COUNTY hereby agree to add the following terms to the Agreement:

**THIRD PARTY SOFTWARE, SERVICES, AND EQUIPMENT**

- a. **Pass-Through Provisions.** Sublicensed Software, Third Party Services and Equipment will be provided under the applicable terms of the third party supplier. The Ordering Document will identify applicable pass-through terms which will be available on Cerner’s website ([www.cerner.com/members/PassThroughProvisions/default.aspx?id=30061](http://www.cerner.com/members/PassThroughProvisions/default.aspx?id=30061)). Unless otherwise set forth in the applicable pass-through provisions, Cerner grants to Client a non-exclusive, non-transferable sublicense to use the Sublicensed Software on the terms for end users in the license granted to Cerner by the applicable Sublicensed Software supplier.
- b. **Equipment.** The Equipment is priced FOB the supplier’s point of origin. Cerner will arrange, pre-pay, and invoice Client for shipping and in-transit insurance for the Equipment. If Client has agreed in writing to a shipment date, Client agrees to pay all cancellation, re-stocking, storage and additional transportation fees due to the return or re-routing of Equipment. Cerner retains a security interest in each item of Equipment until Client pays for the Equipment.

3. CERNER and COUNTY agree to modify Exhibit A as follows:

**EXHIBIT A PURCHASE PRICE/CERNER QUOTATION**

Cerner Etreby Pharmacy Software System Agreement Cost Elements

June 7, 2011 to June 30, 2016

Description	Year 1 One-Time Costs	Year 2 Ongoing Costs	Year 3 Ongoing Costs	Year 4 Ongoing Costs	Year 5 Ongoing Costs	Total
Pharmacy Software	\$75,478					\$75,478
Professional Services	\$79,500					\$79,500
Professional Services Contingency (20%)	\$13,800					\$13,800
<b>System Hardware</b>					<b>\$10,000</b>	<b>\$10,000</b>
Transaction Fees						
Switch* (\$0.04/transaction)	\$1,562	\$3,124	\$3,124	\$3,124	\$3,124	\$14,057
SureScripts* (\$0.21/transaction)	\$17,519	\$35,037	\$35,037	\$35,037	\$35,037	\$157,667
Software Maintenance	\$9,180	\$18,360	\$18,360	\$18,360	\$18,360	\$82,620
<b>Maximum Amount</b>	<b>\$197,038</b>	<b>\$56,521</b>	<b>\$56,521</b>	<b>\$56,521</b>	<b>\$56,521</b>	<del><b>\$423,121</b></del> <b>\$433,121</b>

\* Year 1 is calculated at 6 months of services (transactions)

4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

First 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 First Amendment to be effective July 31, 2015.

COUNTY OF SANTA BARBARA

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

\_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, 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

First 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 21, 2015.

Cerner Healthcare Solutions, Inc.

By: \_\_\_\_\_  
Name: Marc G. Naughton, Executive Vice President and Chief Financial Officer

Date: \_\_\_\_\_

