

**AMENDMENT NO. 3**  
**TO**  
**CONTRACT NO. MA-042-22011557**  
**FOR**  
**ELECTRONIC HEALTH RECORD MAINTENANCE, SUPPORT AND REMOTE HOSTING SERVICES**

This Amendment ("Amendment No. 3") to Contract No. MA-042-22011557 for Electronic Health Record Maintenance, Support and Remote Hosting Services is made and entered into upon full execution by the Parties ("Effective Date") between **Cerner Corporation, a Delaware For-Profit Corporation** ("Contractor"), with a place of business at 8779 Hillcrest Road, Kansas City, MO 64138, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5<sup>th</sup> Street, Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

**WHEREAS**, the Parties executed Contract No. MA-042-22011557 for Electronic Health Record Maintenance, Support and Remote Hosting Services, effective July 1, 2022, through June 30, 2025, for a maximum obligation of \$15,864,933.79 ("Contract"); and

**WHEREAS**, the Parties executed Amendment No. 1 to the Contract to amend Article V. Payments and Article XII.B. Shared Computing Services of Exhibit A of the Contract; to add Article I.G. Disaster Recovery Scope of Use Expansion and Article I.H. Application Management Services Scope of Use Limits to Exhibit B of the Contract; and to amend Article V. Equipment Maintenance and Support Inventory of Exhibit F of the Contract; and

**WHEREAS**, the Parties executed Amendment No. 2 to the Contract to increase the maximum obligation by \$390,000, for a revised maximum obligation of \$16,254,933.79, and to amend Article V. Payments of Exhibit A of the Contract; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 3 to renew contract for two-years, to amend Article V. Payments of Exhibit A of the Contract, and to amend Exhibit F of the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of two (2) years, effective July 1, 2025, through June 30, 2027, in the amount not to exceed \$9,294,102 for this renewal period, for a new total amount not to exceed \$25,549,035.79; on the amended terms and conditions.
2. Amend the Agreement by deleting Exhibit D, I. High Technology Escrow Agreement in its entirety.
3. Amend Exhibit G, Section E, Data Security Requirements, subsection 2.a, Workstation/Laptop Encryption by replacing subsection 2.a with the following:

“All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR receives, stores, or transmits on behalf of COUNTY either directly or temporarily must be encrypted. The encryption algorithm must be compliant with a current or active version of FIPS 140 Security Requirements for Cryptographic Modules.”

4. Amend Exhibit G, Section E, Data Security Requirements, subsection 2.f, Patch Management, by replacing subsection 2.f with the following:

“Workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR receives, stores, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, critical patches must be installed within thirty (30) days after the time that a patch becomes available, and security testing has been completed and risk or COUNTY compatibility approvals have been obtained. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.”

5. Amend the beginning of section Exhibit G., Section E. Data Security Requirements, subsection 2.g. User IDs and Password Controls with the following:

“All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR receives, stores, or transmits on behalf of COUNTY. Access must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters with multi-factor authentication (MFA) and must be a non-dictionary word. Passwords must not be stored in a readable format on the computer. Passwords must be changed according to CONTRACTOR’s policies.”

6. Amend Exhibit G, Section E. Data Security Requirements, subsection 2.d. Removable Media Devices with the following:

“Electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR receives, stores, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). The encryption algorithm must be compliant with a current or active version of FIPS 140 Security Requirements for Cryptographic Modules.”

7. Amend Exhibit G, Section E. Data Security Requirements, subsection 2.m. Transmission Encryption by replacing the first sentence with the following:

“m. Transmission Encryption. All data transmission of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR receives, stores, or transmits on behalf of COUNTY outside the secure internal network must be encrypted. The encryption algorithm must be compliant with a current or active version of FIPS 140 Security Requirements for Cryptographic Modules.

8. Amend Exhibit H, Section I. Personal Information and Privacy Security, subsection A.8 by replacing the first sentence with the following:

“8. “Security Incident is defined in accordance with 45 CFR § 164.304.

9. Amend Exhibit H by deleting Attachments 1 and 2. COUNTY acknowledges that CONTRACTOR has entered into an agreement with the Social Security Administration (SSA) for the exchange of information between SSA and CONTRACTOR and such agreement will govern the exchange of such information as it relates to the Services provided pursuant to the Contract. CONTRACTOR shall maintain the agreement with the Social Security Administration (SSA) for the exchange of information between SSA and CONTRACTOR and such agreement will govern the exchange of such information as it relates to the Services provided pursuant to the Contract
10. Amend Exhibit I, Section 3, Encryption, by replacing the second bullet point with the following:

“All data transmissions must be encrypted. The encryption algorithm must be compliant with a current or active version of FIPS 140 Security Requirements for Cryptographic Modules.”
11. Amend Exhibit I, Section 3, Encryption, by replacing the third bullet point with the following:

“All electronic files, where applicable, that contain COUNTY data must be encrypted when stored on any removable media or portable device (USB drives, CD/DVD, mobile phones, backup tapes). The encryption algorithm must be compliant with a current or active version of FIPS 140 Security Requirements for Cryptographic Modules.”
12. Amend Exhibit I, by amending Section 7, Audit Capabilities, by replacing the sixth bullet with “The application must meet OCHCA record retention policies. Currently OCHCA requires that this period be at least six years from the time the record was initiated.”
13. Amend Exhibit I, by amending Section 11, Cloud Solutions, fifth bullet, Patch Management, by replacing the fifth bullet in its entirety with the following:

“Workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR receives, stores, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, critical patches must be installed within thirty (30) days after the time that a patch becomes available, and security testing has been completed and risk or COUNTY compatibility approvals have been obtained. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.”
14. Amend Exhibit I, by amending Section 11, Cloud Solutions, seventh bullet, Risk Assessment, by replacing the last sentence of the fifth bullet with the following:

“Upon request, Application Service Provider will provide a penetration testing attestation letter with COUNTY that outlines the scope of the assessment and reports the total number of critical, high, and medium exploitable vulnerabilities identified. Upon request, the Application Service Provider will share their assessment, or provide an attestation letter that outlines the scope of the assessment and confirm the remediation of their critical findings.”

15. Amend Exhibit I, by amending Section 12, Policies, Data Management Security Policy, fourth bullet, Data Management Security Policy, by deleting the words “include check-in, check-out” immediately following the words “at a minimum,” and preceding the words “copy control” in the last sentence.
16. Amend Exhibit I, by amending Section 17, IT Security Compliance and Training, by adding the word “Vendor” in the first sentence immediately following the words “employees comply with” and preceding the words “security policies” in the first sentence.
17. Amend Exhibit I, by amending Section 17, IT Security Compliance and Training, fourth bullet of the fifth paragraph, by adding the words “when such violation allows unauthorized access or other security breach” to the end of the sentence that begins “Document details...”
18. Exhibit A, Article V. Payments, of the Contract is deleted in its entirety and replaced with the following:

#### **V. Payments**

- A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for the Services described in this Exhibit A, and in Exhibits B and F of this Agreement, which amount shall be inclusive of applicable sales tax, COUNTY shall pay CONTRACTOR monthly in arrears; provided, however, that the total of such payments shall not exceed the COUNTY’s Maximum Obligation per period. The actual monthly amount paid to CONTRACTOR shall be determined by the Equipment, Licensed Software, and Sublicensed Software inventories set forth in Exhibits B and F of this Agreement, which may be amended, in writing, by mutual agreement of the Parties.

Service	2025-2026	2026-2027	Total
Licensed Software Support Services	1,074,782.49	1,074,782.49	2,149,564.98
Recurring Services Cloud Subscriptions	480,961.57	480,961.57	961,923.14
Recurring Services - License Subscriptions	59,258.76	59,258.76	118,517.52
Sublicensed Software Support Service	4,762.80	4,762.80	9,525.60
Equipment Support Services	1,671.60	1,671.60	3,343.20
Managed Services	1,242,000.00	1,242,000.00	2,484,000.00
Application Management Services	587,586.84	587,586.84	1,175,173.68
Recurring Services	185,410.08	185,410.08	370,820.16
EDI	39,614.40	39,614.40	79,228.80
Unforeseen and future year CPI (Optional)	250,000.00	410,000.00	660,000.00
Professional Services Time and Materials Funding (internal HCA reference only)	677,141.25	604,863.28	1,282,004.53
<b>GRAND TOTAL</b>	<b>4,603,189.79</b>	<b>4,690,911.82</b>	<b>9,294,101.61</b>

Description	Percent (%) Of Total Due	Payment Due
Software Support	100%	Monthly in arrears beginning July 1, 2025
Subscription Services	100%	Monthly in arrears beginning July 1, 2025
Application Services	100%	Monthly in arrears beginning July 1, 2025
Shared Computing Services	100%	Monthly in arrears beginning July 1, 2025
Transaction Services	100%	Monthly in arrears beginning July 1, 2025
Sublicensed Software Maintenance	100%	Monthly in arrears beginning upon shipment
Recurring Professional Services	100%	Monthly in arrears beginning July 1, 2025
Application Management Services	100%	Monthly in arrears beginning July 1, 2025
Managed Services	100%	Monthly in arrears beginning July 1, 2025

AS-INCURRED FEES		
Description	Percent (%) Of Total Due	Payment Due
Transaction Services Usage Fees	100%	Monthly in arrears
Professional Services: Fee for Service	100%	Monthly in arrears

2. The above listed amounts may be amended, in writing, by mutual agreement of the Parties as necessary throughout the term of the Agreement based upon amendment, in writing, by mutual agreement of the Parties, of the inventories set forth in Exhibits B and F of the Agreement.

3. The amounts referenced in Subparagraph V.A.1. above, shall be deemed payment in full for Support Services and Maintenance fees for all Equipment, Sublicensed Software, Licensed Software, Subscriptions, Term Licensed Software, Shared Computing Services, Managed Services, Application Service Providers, and Transaction Services purchased through CONTRACTOR and in First Productive Use as of the date of execution through the termination date, as such dates are identified in the Referenced Contract Provisions Paragraph of the Agreement.

4. Both parties agree that should COUNTY receive any computer software purchased from CONTRACTOR and/or CONTRACTOR's Subsidiaries electronically, these transactions are sales tax exempt under California Code Regulation 1502 (f) (1) (D).

#### B. PAYMENT METHOD

1. CONTRACTOR shall submit a single invoice per month, in arrears, per category as follows: Licensed Software Support, Equipment Maintenance, Subscription Services, Application Services Provider (ASP) and Shared Computing Services, Managed Services, Application Management Services, Transaction Services (with the exception of any overage charges that may apply), and Sublicensed Software Maintenance.

2. COUNTY shall pay CONTRACTOR upon receipt of a properly completed invoice, in arrears, within thirty (30) calendar days following the end of each coverage month. CONTRACTOR'S billings shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR.

C. All billings to COUNTY shall be supported, at CONTRACTOR'S facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statement, canceled checks, receipts, receiving records, and records of service provided.

D. ADMINISTRATOR may withhold or delay any payment due CONTRACTOR if CONTRACTOR fails to comply with any material provision of this Agreement; provided, however, CONTRACTOR has been given written notice of the alleged breach and has failed to cure the alleged breach within thirty (30) calendar days.

E. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under this Agreement.

F. CONTRACTOR shall be responsible for providing acceptable invoices to ADMINISTRATOR for payment and obtaining prior approvals as required herein. Incomplete or incorrect invoices shall be returned to CONTRACTOR for correction. Documentation, including but not limited to copies of receipts, shall be required by ADMINISTRATOR along with the supporting invoices.

G. County shall pay all Equipment, Licensed Software, Sublicensed Software and Support Services, monthly Maintenance and Support fees for each prospective year, beginning July 1 of each year, in which the Agreement shall be in effect, after the parties review and mutually agree, in writing, on the Equipment, Licensed Software, Sublicensed Software and Support Services inventory for which Support and Maintenance will be provided in the next fiscal year, including the costs of said Support and Maintenance, from July 1 and extending through June 30. The Parties agree that costs associated with the purchase of additional equipment, licensed software, sublicensed and/or software Support Services, and corresponding maintenance, may be included in the inventory to be authorized and expended at sole discretion of ADMINISTRATOR, as referenced in Subparagraphs V.A.1.a.1., V.A.1.a.2., V.A.1.a.7., V.A.1.b.6., V.A.1.b.7.a., V.A.1.b.7.b., V.A.1.c.1., V.A.1.c.2., V.A.1.c.7., and V.A.2..

H. COUNTY acknowledges and agrees that CONTRACTOR may assign its interest in or otherwise grant a security interest in payments due pursuant to this Agreement in whole or in part to an assignee. COUNTY shall acknowledge every such assignment or granting of a security interest as shall be designated by written notice given by CONTRACTOR to COUNTY. CONTRACTOR will continue to perform its obligations under this Agreement to COUNTY following such assignment or granting of a security interest."

19. Exhibit F of the Contract is deleted in its entirety and replaced with the following:



# EXHIBIT F

## I. LICENSED AND SUBLICENSED SOFTWARE, EQUIPMENT MAINTENANCE AND SUPPORT INVENTORY

Solution Descriptions for the below assets can be accessed at <https://solutiondescriptions.cerner.com>

### A. Fees

Licensed Software Support Services											
B98103   Cerner IP Support											
Product	Description	Service Number	Reference #	Qty	Subscription ID	Start Date	End Date	Monthly	Quarterly	Annual	Total
L118299	ADTs Demographics Incoming - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	238.16	714.47	2,857.90	5,715.79
L118309	ADTs Demographics Outgoing - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	143.54	430.63	1,722.52	3,445.03
L110785	Behavioral Health (Outpatient) License - Behav Health Outpatient Visits Perpetual	CRNR-CTT0087369-4	OPT-0268545	4215		7/1/25	6/30/27	209.40	628.20	2,512.80	5,025.60
L118374	Cerner Patient Accounting - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	3,431.49	10,294.47	41,177.88	82,355.76
L118303	Charges Incoming - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	522.29	1,566.87	6,267.47	12,534.94
L118383	Clinical Data Repository - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	13,762.40	41,287.20	165,148.79	330,297.57
L118304	Clinical Documents Medical Document Mgmt Incoming-Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	300		7/1/25	6/30/27	7.69	23.06	92.23	184.46
L122217	Clinical Office - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	20,175.54	60,526.63	242,106.53	484,213.05
L112004	Discern Expert - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	9,343.81	28,031.42	112,125.66	224,251.32
L112008	Discern Explorer- Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	4,893.89	14,681.66	58,726.65	117,453.29
L118295	Emergency Department Triage and Tracking - ED Visits Perpetual	CRNR-CTT0087369-4	OPT-0268545	4215		7/1/25	6/30/27	185.87	557.61	2,230.44	4,460.88
L112171	Enterprise Care Documentation- Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	6,849.03	20,547.09	82,188.36	164,376.72
L121898	Oracle Health Enterprise Master Person Index - Full Time Equivalents (FTE's) Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	2,446.76	7,340.28	29,361.13	58,722.26
L122205	Enterprise Order Management - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775		7/1/25	6/30/27	5,239.51	15,718.53	62,874.13	125,748.26
L111935	Lab Imaging - Devices Perpetual	CRNR-CTT0087369-4	OPT-0268545	3		7/1/25	6/30/27	151.18	453.53	1,814.13	3,628.25

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L123310	Laboratory Management (PA-24110) - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	936.88	2,810.65	11,242.61	22,485.21
	Millennium LDAP Authentication Module - Production Environment Perpetual	CRNR-CTT0087369-4	OPT-0268545	1			7/1/25	6/30/27	428.49	1,285.47	5,141.88	10,283.76
L118204	MPages Development Kit - Admissions and Outpatient Visits Perpetual	CRNR-CTT0087369-4	OPT-0268545	188.00	0		7/1/25	6/30/27	3,812.28	11,436.84	45,747.36	91,494.72
L118386	Open Engine - Full Time Equivalents (FTEs) Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	1,274.42	3,823.26	15,293.05	30,586.10
L122149	Oracle Health General Laboratory - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	1,249.18	3,747.53	14,990.14	29,980.27
L118344		CRNR-CTT0087369-4	OPT-0268545	850			7/1/25	6/30/27	3,978.15	11,934.45	47,737.80	95,475.60
L118340	Oracle Health HIM - Users	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	936.88	2,810.65	11,242.61	22,485.22
L118345	Oracle Health Microbiology - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	4,239.39	12,718.16	50,872.63	101,745.26
L118278	Oracle Health Registration Management - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	2,761.25	8,283.76	33,135.03	66,270.05
L118279	Oracle Health Scheduling Management - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	300			7/1/25	6/30/27	61.49	184.46	737.86	1,475.71
L118311	Orders Outgoing (with statuses) - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	435.32	1,305.95	5,223.78	10,447.56
L118356	Outreach Service - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	7			7/1/25	6/30/27	347.08	1,041.24	4,164.96	8,329.92
L118388	PowerChart Ambulatory - Provider Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	475.44	1,426.31	5,705.23	11,410.46
L118388	PowerChart Ambulatory - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	273.38	820.13	3,280.52	6,561.04
L118301	Results Incoming (Discrete Data Elements) - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	174.61	523.83	2,095.32	4,190.64
L118302	Results Incoming (Displayable Text) - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	157.73	473.19	1,892.75	3,785.50
L118312	Results Outgoing (Discrete Data Elements) - Full Time Equivalents Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775			7/1/25	6/30/27	422.70	1,268.10	5,072.39	10,144.78
L114493	TCP/IP Communication Services - Full Time Equivalents (FTEs) Perpetual	CRNR-CTT0087369-4	OPT-0268545	2775				TOTAL	89,565.21	268,695.62	1,074,762.49	2,149,564.98

## Recurring Services Cloud Subscriptions

Product	Description	Service Number	Reference #	Qty	Subscrip tion ID	Start Date	End Date	Monthly	Quarterly	Annual	Price
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75201389	Dragon Medical One, Term, User License - Users	CRNR-CTT0087369-4	OPT-0268545	24	30551655	7/1/25	6/30/27	1,366.20	4,098.60	16,394.40	32,788.80
75201390	DM One, Term, User License, Upgrade from DMNE - Users	CRNR-CTT0087369-4	OPT-0268545	40	30551655	7/1/25	6/30/27	1,508.66	4,525.98	18,103.92	36,207.84
75200004	Oracle Health Reference Lab Network Partner Connection- All Other Implementation - Connection	CRNR-CTT0087369-4	OPT-0268545	1	3037136	7/1/25	6/30/27	235.98	707.94	2,831.76	5,663.52
75200325	Oracle Health Immunization Registry Query - Immunization Registry	CRNR-CTT0087369-4	OPT-0268545	1	3037136	7/1/25	6/30/27	2,249.57	6,748.72	26,994.88	53,989.75
75200329	Oracle Health Hub - Immunizations - Immunization Registry	CRNR-CTT0087369-4	OPT-0268545	1	3037136	7/1/25	6/30/27	1,606.84	4,820.51	19,282.06	38,564.11
75200331	Oracle Health Patient Portal (Up to Quantity) - Users	CRNR-CTT0087369-4	OPT-0268545	310	30552267	7/1/25	6/30/27	5,297.87	15,893.61	63,574.44	127,148.88
75200353	Oracle Health Direct HISP - Ambulatory Facilities	CRNR-CTT0087369-4	OPT-0268545	42	3037136	7/1/25	6/30/27	1,369.31	4,107.93	16,431.72	32,863.44
75200042	Oracle Health Laboratory Medical Device Integration - Device	CRNR-CTT0087369-4	OPT-0268545	12	30551136	7/1/25	6/30/27	1,521.45	4,564.35	18,257.40	36,514.80
75202728	Electronic Lab Results and Syndromic Surveillance Bundle - Client	CRNR-CTT0087369-4	OPT-0268545	1	3037136	7/1/25	6/30/27	3,568.52	10,705.56	42,822.24	85,644.48
75203009	CareAware Cloud Appliance - Client Hosted - Facilities	CRNR-CTT0087369-4	OPT-0268545	1	30551136	7/1/25	6/30/27	428.49	1,285.47	5,141.88	10,283.76
75200048	Oracle Health PDMP Support - State	CRNR-CTT0087369-4	OPT-0268545	1	3037136	7/1/25	6/30/27	129.38	388.14	1,552.56	3,105.12
75200055	Multimedia Management and Archival Annual Gigabytes	CRNR-CTT0087369-4	OPT-0268545	600	3019530	7/1/25	6/30/27	2,837.31	8,511.93	34,047.72	68,095.44
75200072	Oracle Health Privacy Analytics - 5 Named Users	CRNR-CTT0087369-4	OPT-0268545	5	30551136	7/1/25	6/30/27	4,575.39	13,726.17	54,904.68	109,809.36
75200107	Oracle Health FHIR APIs (Up To Quantity) - API Calls	CRNR-CTT0087369-4	OPT-0268545	8,750.00	3037136	7/1/25	6/30/27	1,207.85	3,623.55	14,494.20	28,988.40
75200167	Oracle Health Lab Sequence (Up to Quantity) - Molecular Procedures	CRNR-CTT0087369-4	OPT-0268545	30,000	3019530	7/1/25	6/30/27	10,144.02	30,432.06	121,728.24	243,456.48
75200172	Oracle Health Electronic Prescription Interoperability - Providers	CRNR-CTT0087369-4	OPT-0268545	75	3029065	7/1/25	6/30/27	1,021.55	3,064.65	12,258.60	24,517.20
75200172	Oracle Health Electronic Prescription Interoperability - Providers	CRNR-CTT0087369-4	OPT-0268545	24	3037136	7/1/25	6/30/27	408.62	1,225.86	4,903.44	9,806.88
75200172	Oracle Health Electronic Prescription Interoperability - Providers	CRNR-CTT0087369-4	OPT-0268545	7	3029065	7/1/25	6/30/27	124.26	372.78	1,491.12	2,982.24
75200175	Electronic Prior Authorization - Providers	CRNR-CTT0087369-4	OPT-0268545	55	3037136	7/1/25	6/30/27	298.86	896.58	3,586.32	7,172.64
75203309	Oracle Health Interfaces Connection - Cloud Subscription - Interface Connection	CRNR-CTT0083775-1	OPT-0343115	1	3036284	7/1/25	6/30/27	60.00	180.00	720.00	1,440.00

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75203309	Oracle Health Interfaces Connection - Cloud Subscription - Interface Connection	CRNR-CTT0090413-1	OPT-0450782	2	30551673	7/1/25	6/30/27	120.00	360.00	1,440.00	2,880.00
B105432	Oracle Health Resonance-Connection	CPQ-3729863	CPQ-3729863	1		7/1/25	6/30/27	-	-	-	-
B100272	Oracle Health Connect to CommonWell -Ambulatory for Ambulatory ASP- Providers	CPQ-3729863	CPQ-3729863	100		7/1/25	6/30/27	-	-	-	-
							<b>TOTAL</b>	<b>40,080.13</b>	<b>120,240.39</b>	<b>480,961.57</b>	<b>961,923.14</b>
<b>Recurring Services - License Subscriptions</b>											
<b>Product</b>	<b>Description</b>	<b>Service Number</b>	<b>Reference #</b>	<b>Qty</b>	<b>Subscription ID</b>	<b>Start Date</b>	<b>End Date</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Annual</b>	<b>Total</b>
75200937	SUB Confirm ID EPCS-CW-RA-HFA - Users	CRNR-CTT0087369-5	OPT-0268545	24	30551985	7/1/25	6/30/27	79.70	239.10	956.40	1,912.80
75201289	DSM-5 for Millennium - Licensed BH Professional	CRNR-CTT0087369-5	OPT-0268545	400	3035282	7/1/25	6/30/27	1,424.86	4,274.58	17,098.32	34,196.64
75203693	Provider Friendly Terminology (PFT) Ambulatory- Providers	CRNR-CTT0087369-5	OPT-0268545	60	30551138	7/1/25	6/30/27	232.16	696.48	2,785.92	5,571.84
75200421	Oracle Health Workflow Authentication License Subscription - Users	CRNR-CTT0087369-5	OPT-0268545	24	3035282	7/1/25	6/30/27				1,107.60
75200421	Oracle Health Workflow Authentication License Subscription - Users	CRNR-CTT0087369-5	OPT-0268545	90	30551656	7/1/25	6/30/27	440.63	1,321.89	5,287.56	10,575.12
75200466	Oracle Health Multum Drug Database Patient Specific - Providers	CRNR-CTT0087369-5	OPT-0268545	7	30551137	7/1/25	6/30/27				1,626.96
75200489	Executable Knowledge Foundation-Ambulatory - Providers	CRNR-CTT0087369-5	OPT-0268545	7	30551137	7/1/25	6/30/27	63.90	191.70	766.80	1,533.60
75200491	PowerNote Content for Ambulatory- Providers	CRNR-CTT0087369-5	OPT-0268545	15	30551137	7/1/25	6/30/27	67.79	203.37	813.48	1,626.96
75200491	PowerNote Content for Ambulatory- Providers	CRNR-CTT0087369-5	OPT-0268545	24	3035282	7/1/25	6/30/27	106.50	319.50	1,278.00	2,556.00
75200472	Controlled Medical Terminology (Enterprisewide) - Executable Knowledge Foundation Ambulatory- Providers	CRNR-CTT0087369-4	OPT-0268545	1	3029065	7/1/25	6/30/27	1,372.51	4,117.53	16,470.12	32,940.24
75200489	PowerNote Content for Ambulatory- Providers	CRNR-CTT0087369-4	OPT-0268545	24	3029065	7/1/25	6/30/27	13.63	40.89	163.56	327.12
75200491	PowerNote Content for Ambulatory- Providers	CRNR-CTT0087369-4	OPT-0268545	7	3029065	7/1/25	6/30/27	22.62	67.86	271.44	542.88
75200493	Oracle Health Multum Drug Database Patient Specific (Ambulatory) - Providers	CRNR-CTT0087369-4	OPT-0268545	7	3029065	7/1/25	6/30/27	112.48	337.44	1,349.76	2,699.52
75200493	Oracle Health Multum Drug Database Patient Specific (Ambulatory) - Providers	CRNR-CTT0087369-4	OPT-0268545	24	3029065	7/1/25	6/30/27	369.62	1,108.86	4,435.44	8,870.88

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75200493	Oracle Health Multum Drug Database Patient Specific (Ambulatory) - Providers	CRNR-CTT0087369-4	OPT-0268545	60	3029065	7/1/25	6/30/27	535.83	1,607.49	6,429.96	12,859.92
75201209	Virtual Appliance (4th Gen) - EACH	CRNR-CTT0096704-1	OPT-0469167	3	3033100	7/1/25	6/30/27	96.00	288.00	1,152.00	2,304.00
							TOTAL	4,938.23	14,814.69	59,258.76	118,517.52
<b>Sublicense d Software Support Service</b>											
<b>Product</b>	<b>Description</b>	<b>Service Number</b>	<b>Reference #</b>	<b>Qty</b>	<b>Pass-Through Code</b>	<b>Start Date</b>	<b>End Date</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Annual</b>	<b>Total</b>
B97764	Legacy SW Support Imprivata, Inc. - IMP Premium 24x7 M-Su Phone Support										
L115058	CID-EPCS-Cwflow-RemoteAccess- Prescribers	CRNR-CTT0014551-5	1-5WUHQF	90	100004_002	7/1/25	6/30/27	396.90	1,190.70	4,762.80	9,525.60
							TOTAL	396.90	1,190.70	4,762.80	9,525.60
<b>Equipment Support Services</b>											
<b>Product</b>	<b>Description</b>	<b>Service Number</b>	<b>Reference #</b>	<b>Qty</b>	<b>Pass-Through Code</b>	<b>Start Date</b>	<b>End Date</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Annual</b>	<b>Total</b>
B97530	Legacy HW Support Nuance Communications Inc - 9x5 M-F Advanced Exchange										
7614714	PowerMic II Non-Scanner Microphone Level D (50+)(25-199) - Each Perpetual	CRNR-CON0148792-2	1-26CSN37	1		7/1/25	6/30/27	139.30	417.90	1,671.60	3,343.20
							TOTAL	139.30	417.90	1,671.60	3,343.20
<b>Managed Services</b>											
<b>Product</b>	<b>Description</b>	<b>Service Number</b>	<b>Reference #</b>	<b>Qty</b>		<b>Start Date</b>	<b>End Date</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Annual</b>	<b>Total</b>
75202127	Remote Hosting (Recurring Fees) Unique Users	CRNR-CTT0087369-4	OPT-0268545	1500	30551654	7/1/25	6/30/27	103,500.00	310,500.00	1,242,000.00	2,484,000.00
							TOTAL	103,500.00	310,500.00	1,242,000.00	2,484,000.00
<b>Application Management Services</b>											
<b>Product</b>	<b>Description</b>	<b>Service Number</b>	<b>Reference #</b>	<b>Qty</b>	<b>Subscription ID</b>	<b>Start Date</b>	<b>End Date</b>	<b>Monthly</b>	<b>Quarterly</b>	<b>Annual</b>	<b>Total</b>
75204641	Oracle Health AMS- Providers	CRNR-CTT0087369-3	OPT-0268545	100	3030484	7/1/25	6/30/27	48,965.57	146,896.71	587,586.84	1,175,173.68
							TOTAL	48,965.57	146,896.71	587,586.84	1,175,173.68

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Recurring Services											
Product	Description	Service Number	Reference #	Qty	Pass-Through Code	Start Date	End Date	Monthly	Quarterly	Annual	Total
B100081	Oracle Health Patient Electronic Signature -Forms		CPQ-3631082	130,000		7/1/25	6/30/27	3,900.00	11,700.00	46,800.00	93,600.00
B100131	Oracle Health Document Management - Concurrent Users		CPQ-3631082	396	3100_E AX	7/1/25	6/30/27	11,550.84	34,652.52	138,610.08	277,220.16
							TOTAL	15,450.84	61,803.36	185,410.08	370,820.16
EDI											
Product	Description	Service Number	Reference #	Qty	Pass-Through Code	Start Date	End Date	Monthly	Quarterly	Annual	Total
	Oracle Health Eligibility and Benefits Verification- Eligibility Requests		CPQ-3729863	180,000		7/1/25	6/30/27	3,301.20	13,204.80	39,614.40	79,228.80
							TOTAL	3,301.20	13,204.80	39,614.40	79,228.80

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B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to add or remove items from the above listed Equipment, Licensed Software, Sublicensed Software, Subscriptions, Managed Services, Shared Computing Services, Application Service Providers, Application Management Services, and Transaction Services Inventory during the term of the Agreement as necessary.

1. Should any additions cause an increase in cost to COUNTY that would exceed the Maximum Obligation of the Agreement; the Parties acknowledge that such an increase will only be effect upon approval of the Orange County Board of Supervisors for said increase in funding through an Amendment to the Agreement.

2. Should any removal of items, with the exception of any sublicensed software, third party equipment or transaction services, create a balance owed to COUNTY by CONTRACTOR, CONTRACTOR agrees to retain such amount, only for the duration of any single period under the Agreement, as a credit to COUNTY that may be used to offset any increase in costs due to the addition of an item or items during each individual period. Both Parties agree that any costs, credits, overpayments, underpayments during any single period shall be settled by, mutual agreement of the Parties, within one hundred and twenty (120) calendar days from the end of any single period. Both Parties further agree that any credit balance owed COUNTY upon the termination of the Agreement must be returned to COUNTY by CONTRACTOR and may not be used towards any similar costs of any future agreement.”

5. In all other respects, the Contract remains unchanged.

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms and conditions between this Amendment No. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. .3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

N WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

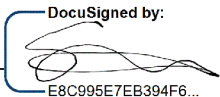
**Contractor:** Cerner Corporation

Sofia Alexe

Director

\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title

Signature

DocuSigned by:  
  
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4/7/2025

\_\_\_\_\_  
Date\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

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**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

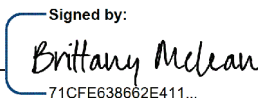
\_\_\_\_\_  
Print Name\_\_\_\_\_  
Deputy Purchasing Agent  
Title\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

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Approved as to Form  
Office of the County Counsel  
County of Orange, California

Brittany McLean  
County Counsel

Signed by:  
  
71CFE638662E411...

4/7/2025

\_\_\_\_\_  
DateCounty of Orange, Health Care Agency  
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