



# CERNER SALES ORDER

This Cerner Sales Order is made on June 30, 2021 (“Effective Date”), between

**County of Ventura (“Client”)**

and **Cerner Corporation (“Cerner”)**

California government agency with its principal place of business at

a Delaware corporation with its principal place of business at

800 S Victoria Ave  
Ventura, CA 93009-0001, United States  
Telephone: (805) 677-5110

2800 Rock Creek Parkway  
North Kansas City, MO 64117, United States  
Telephone: (816) 221-1024

Cerner Sales Contact: Katherine Guetterman  
(816) 201-2322  
katherine.guetterman@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement, dated July 01, 2016, between Client and Cerner (the “Agreement”).

## COUNTY OF VENTURA

## CERNER CORPORATION

Authorized signatory: DocuSigned by: Ernie Griego 6/24/2021  
ADD063CAE0D44FE... (signature)

Authorized signatory: DocuSigned by: Teresa Waller 6/24/2021  
608617443367401...

Title: Ernie Griego (printed name) Ernest Griego

Teresa Waller  
Title: Sr. Director, Contract Management

## CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact: \_\_\_\_\_  
Contact Phone #: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

Client’s account can be managed online at [cerner.com](http://cerner.com) by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail [ClientCareCenter@cerner.com](mailto:ClientCareCenter@cerner.com).



County of Ventura  
OPT-0243884\_Q-60070.1\_LA-0000041753  
May 19, 2021

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## CERNER SALES ORDER

### FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
<b>SOLUTIONS</b>		
Shared Computing Services	144,000.00	50,750.00
<b>TOTALS:</b>	<b>144,000.00</b>	<b>50,750.00</b>

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until June 22, 2021. If this Cerner Sales Order 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

<b>ONE-TIME FEES</b>			
Description	Payment Number	Percent (%) Of Total Due	Payment Due
Shared Computing Services	1	25%	On the Effective Date
	2	25%	On Project Kickoff
	3	50%	On First Productive Use

<b>MONTHLY RECURRING FEES</b>		
Description	Percent (%) Of Total Due	Payment Due
Shared Computing Services	100%	Annually beginning on First Productive Use

### 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 First Productive Use, and continue for the term set forth in the "Solutions", "Professional Services", or "Managed Services" sections.

**Renewal.** At the end of the applicable term the parties have the option to renew for additional 12-month periods at the rate charged in the final period of the then-current term, unless either party provides the other party with written notification of its intent to terminate the relevant service no less than 60 days prior to the expiration of the applicable then-current term. Cerner agrees to notify Client ninety (90) days prior to the end of the then-current term of its expiration.

### FEE INCREASES

Cerner may increase the monthly fee for Support services and each recurring service (such as managed services, application services, subscription services, application management services, employer services, transaction services, and Shared Computing Services) any time following the initial twelve (12) month period after such recurring service fees begin (but not more frequently than once in any twelve (12) month period) by giving Client sixty (60) days prior written notice of the price increase. The amount of such annual increase will equal lesser of CPI or 3% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party supplier increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party supplier.



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**Cerner™****CERNER SALES ORDER****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 Sales Order 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.

**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
HP-10148C	HealtheEDW	Net Patient Revenue (\$M)	497	60	1-60	--	37,500	SD100096_02	✓	61402_TSH_C	--	250
HP-10150C	HealtheEDW Setup	Client	1	--	--	144,000	--	--	--	--	180,000	--
HP-10158C	HealtheEDW Advanced	Net Patient Revenue (\$M)	497	60	1-60	--	13,250	SD101226_01	✓	--	--	50
<b>TOTAL:</b>						<b>144,000</b>	<b>50,750</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>

**SCOPE OF USE**

Client will use the solutions set forth in this Cerner Sales Order 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 Per Unit One-Time and/or Monthly 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.

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).

The pricing in the Solutions section of this Cerner Sales Order is based on the following scope of use metrics, which are defined as follows.

Scope of Use Metric	Scope of Use Definition
Net Patient Revenue (\$M)	The total patient revenues less patient discounts, expressed in millions. This is the total money received for treating patients from a payer, excluding charitable donations or other revenues, less contractual allowances or discounts on patient accounts.
Client	A single contractually-designated organization.



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**Cerner™****CERNER SALES ORDER****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**

As part of this Sales Order – Client is purchasing the solutions listed in the “Solutions” section above. A brief description of the solutions as deployed includes:

*HealtheEDW Advanced* is a set of premium features of the *HealtheEDW* solution which includes:

**HealthAnalytics** – A web-based application that provides the ability for end users to view reports and dashboards. Cerner provides pre-structured HealthAnalytics content for specific analytic focuses. The pre-structured content includes key performance indicators (KPIs), reports, and data models. A listing of this content is continually managed and updated as new templates, reports and dashboards are available for Client access via Cerner Reference Pages. This includes content overviews, technical user guides and data dictionaries.

**HealtheEDW tools** – A web-based application giving users the ability to write SQL queries against the data warehouse, create and process tables used for analytics, and build a business intelligence layer that sits over the data warehouse that is used in Tableau and Business Objects.

**Snowflake** – Cloud platform used for the data warehouse, which includes access to the Snowflake Console and provides the ability for clients to connect 3<sup>rd</sup> party tools and load data from external sources into the data warehouse.

Each solution with a Solution Description has a code noted in the "Solutions" section of this Cerner Sales Order, and that code the Solution Description, These Solution Descriptions are incorporated into this Cerner Sales Order by reference and are also attached as exhibits to this Cerner Sales Order as Exhibit B.

**PASS-THROUGH PROVISIONS**

Where pass-through provisions are applicable to third-party products and services, these provisions are referenced by a pass-through code in the "Solutions", "Equipment/Sublicensed Software", "Professional Services", "Application Management Services", or "Managed Services" sections of this Cerner Sales Order, and that code can be entered at <https://passthroughprovisions.cerner.com> to view the pass-through provisions. These pass-through provisions are incorporated into this Cerner Sales Order by reference, and may also be attached as an exhibit to this Cerner Sales Order.

**ADDITIONAL TERMS AND PROVISIONS**

**Optional Future Pricing.** For a period beginning on the Effective Date of this Cerner Sales Order and continuing thereafter for a term of five (5) years, Client shall have the option to purchase the solutions set forth in the table below at the scope of use limit and fees indicated below. After five (5) years, the solutions set forth in the table below would be at Cerner's then current fees.



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## CERNER SALES ORDER

Solution Code	Description	Qty	Scope Metric	Monthly Fees	One-Time Fees
HP-10121C	Data Acquisition – Cerner Source	1	Connection	0	-
HP-10122C	Data Acquisition – Cerner Source Setup	1	Connection	-	0
HP-10200C	Data Acquisition – Claims	1	Connection	94	-
HP-10201C	Data Acquisition – Claims Setup	1	Connection	-	7,500
HP-10216C	Data Acquisition – EMR (Amb/Acute)	1	Connection	375	-
HP-10217C	Data Acquisition – EMR (Amb/Acute) Setup	1	Connection	-	30,000
HP-10214C	Data Acquisition – All Other Data Sources	1	Connection	250	-
HP-10215C	Data Acquisition – All Other Data Sources	1	Connection	-	20,000

### 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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## CERNER SALES ORDER

### EXHIBIT A SCOPE OF SERVICES

This Exhibit A defines the Service deliverables (“**Scope**”) for the Services set forth in this Cerner Sales Order.

#### GENERAL SCOPE

The following scope applies to all implementation services set forth in this Cerner Sales Order.

**Travel, Lodging, Out-of-Pocket Expenses, and Per Diem Rates.** The fees in this Cerner Sales Order do not include travel, lodging, per diem, or other out-of-pocket expenses. Onsite travel is out of scope unless mutually agreed to by Client and Cerner. Should onsite travel be agreed upon, such fees are not expected to exceed \$28,800 and will be billed monthly as incurred.



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## CERNER SALES ORDER

### EXHIBIT A SCOPE OF SERVICES

#### SOLUTION DETAIL SCOPE

**Third-Party Services.** Capitalized terms used in third-party Scope shall have the meanings ascribed to them herein, or as set forth in the applicable third party's pass-through provisions. Where there is a conflict between the definitions in third-party Scope and the Agreement, the definitions in this Exhibit A shall control, but only with regards to the subject matter set forth herein.

#### SHARED COMPUTING SERVICES



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# CERNER SALES ORDER

## EXHIBIT B SOLUTION DESCRIPTIONS

### HEALTHEDW SETUP (HP-10150C)

<b>Cerner Tasks/Activities</b>	<ul style="list-style-type: none"> <li>• Migrate HealthIntent data over to Snowflake and deploy <i>HealthEDW Advanced</i></li> <li>• Provide <i>Health EDW Advanced</i> training (including analytics training)</li> <li>• Assist Client in achieving project readiness for strategy, data, and product implementation</li> <li>• Evaluate data sources with Client to connect to the <i>HealthIntent</i> platform</li> <li>• Assist Client in understanding the data acquisition needs to satisfy reporting requirements</li> <li>• Manage and leverage project plan for events and activities associated with implementation</li> <li>• Guide Client through design decisions impacting features and workflows</li> <li>• Complete action items to assess current state, identify improvement opportunities, and direct localization, testing, and implementation</li> <li>• Evaluate documentation practices to determine if data will be discrete and appropriate</li> <li>• Complete internal validation of feature functionality and content prior to Client validation</li> <li>• Collaborate with Client on approach to utilize <i>HealthIntent</i> security model and tools for granting and restricting access to products, measurements, reports, data, and other variables as needed</li> <li>• Integration support for non-Cerner data. Cerner will automate and maintain the feeds</li> </ul>
<b>Client Tasks/Activities</b>	<ul style="list-style-type: none"> <li>• Identify the value objectives that the implementation is supporting</li> <li>• Establish communication plan and deployment strategy</li> <li>• Ensure governance support</li> <li>• Provide use cases for product</li> <li>• Ensure resource availability and technical expertise around <i>SQL</i>, data warehousing, <i>Tableau</i> and <i>SAP BusinessObjects</i></li> <li>• Ensure accountable owners with the appropriate technical expertise are identified and dedicated for continued and ongoing support for this content, even after Cerner has transitioned</li> <li>• Perform validation activities</li> <li>• Create training plan and train end users for initial implementation and subsequent end-user training</li> <li>• Localize Cerner standard training materials and test scripts as needed</li> <li>• Engage with other suppliers as necessary to provide data sources for <i>Cerner HealthIntent</i></li> <li>• Establish any data use agreements between Client organization and data source entity</li> <li>• Perform source data extract creation and ongoing maintenance surrounding data acquisition</li> <li>• Supply, if available, use cases for activity-based data model training</li> <li>• Provide Cerner with IP addresses to enable third-party tool connectivity to the database</li> <li>• License third-party tools to connect to <i>HealthEDW Advanced</i></li> <li>• Ensure resource availability and experience to connect, manage, maintain, and support third-party tools connected to <i>HealthEDW Advanced</i></li> <li>• Support Client-created content and data within the Client-managed data warehouse</li> <li>• Ensure third-party tools will connect and work with <i>HealthEDW Advanced</i></li> <li>• Ensure User authorization <ul style="list-style-type: none"> <li>○ Maintain personnel/User access permissions by manual build in the <i>HealthIntent</i> tool or by automated transmission through RESTful application program interfaces (APIs)</li> </ul> </li> <li>• Ensure User authentication <ul style="list-style-type: none"> <li>○ Supply a federated identity provider software which supports either Security Assertion Markup Language (SAML) 2.0 or <i>OpenID 2.0</i></li> </ul> </li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• Cerner will implement <i>HealthEDW Advanced</i> – including the following: <ul style="list-style-type: none"> <li>○ Analytics content</li> <li>○ HealthAnalytics application</li> <li>○ HealthEDW tools</li> </ul> </li> </ul>



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# CERNER SALES ORDER

## EXHIBIT B SOLUTION DESCRIPTIONS

### HEALTHEDW SETUP (HP-10150C)

	<ul style="list-style-type: none"> <li>○ Third-party tool connectivity</li> <li>● As of the date of contracting – HealtheEDW Advanced is powered by Snowflake. Cerner will provide Snowflake migration and perform account provisioning as part of this project. Contracting for the Snowflake solution will be handled directly between Cerner and Snowflake.</li> <li>● The HealtheEDW Advanced solution will provide connectivity to the following: <ul style="list-style-type: none"> <li>○ Tableau Server</li> <li>○ BusinessObjects Webi</li> <li>○ EDW Tools</li> <li>○ Client's licensed third-party tools (ex: Power Bi, Qlik)</li> </ul> </li> <li>● Client has the ability to load data from their other EDWs, assuming that the data is in a consumable format. This information can include (for example): claims data, lab data, and other non-Cerner data.</li> <li>● Cerner will provide the following: <ul style="list-style-type: none"> <li>○ Executive status reports to track progress and risks for this implementation</li> <li>○ Suite of data quality dashboards</li> <li>○ Two (2) train-the-trainer events to an agreed upon list of trainees</li> <li>○ One (1) maintenance training to the appropriate individuals around SAP BusinessObjects, Tableau, and HealtheEDW tools</li> <li>○ Access to standard training materials and online help pages</li> <li>○ Online access to the application as well as to the Client-specific content page</li> <li>○ Access to information sources such as community calls, illuminations, and uCern groups to connect the Client to product and content information</li> </ul> </li> </ul>
<b>Project Assumptions</b>	<ul style="list-style-type: none"> <li>● Cerner requires a minimum of 90 days from the Effective Date to accommodate project staffing requests. After the project start date, Cerner and Client will begin activities such as planning, staffing, and technology activities. <ul style="list-style-type: none"> <li>○ Cerner consulting engagement commencement is determined by the Client's readiness from a strategy, data, and resource standpoint.</li> </ul> </li> <li>● Cerner provides HealtheEDW Clients access to report templates, based off specified use cases.</li> <li>● Cerner and Client will partner to deploy specified use cases through HealtheEDW training; if Client requests Cerner build content, additional cost at Cerner's then-current fees will be required.</li> <li>● Devices must be capable of broadband internet connectivity and have appropriate processing and memory storage necessary for Web browsing.</li> <li>● Availability of the acquired data will be contingent on the exposure of the content in the HealtheEDW table schema and in existing SAP BusinessObjects and Tableau metadata.</li> <li>● Quality of reporting is dependent on the quality of source data.</li> <li>● Client will receive training to be able to maintain any custom reports needed; Cerner is not responsible for maintaining Client custom reports and dashboards.</li> <li>● Client will transition to support 30 days after maintenance training.</li> <li>● Client will have access to support teams to assist with ongoing maintenance and questions. Maintenance activities include, but not limited to, data mapping updates and updates to existing data source structure.</li> <li>● Fees associated with this Scope assume a single cycle of work from kickoff to training. Client may purchase services at Cerner's then-current fees if additional services are requested.</li> <li>● Client has contracted with Cerner for the Cerner HealthIntent platform master patient index service or has an enterprise master patient index service across disparate systems.</li> </ul>



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# CERNER SALES ORDER

## EXHIBIT B SOLUTION DESCRIPTIONS

### HEALTHEDW SETUP (HP-10150C)

- Client will join relevant Cerner-sponsored groups, community calls, and illuminations to stay up to date with product and content advancements.
- On-going support services will include access to the following EDW support resources; DBA, Data Management Administrator (DBA), ETL Developer and Data Analysts. Transition DBA support service to on-going support services



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**CERNER SALES ORDER****EXHIBIT B  
SOLUTION DESCRIPTIONS****HEALTHEDW**

SD100096\_02

*HealthEDW*, Cerner's enterprise data warehouse (EDW), operates on Cerner's population health platform, *Cerner HealthIntent*, providing analytic content that includes key performance indicators, reports, and data models. Beyond that, users can drill down to isolate underlying variables using analytic visualization tools including *Tableau BusinessObjects* and *SAP BusinessObjects*. This solution complements the analytic problem-solving process of defining a goal, measuring current performance, analyzing variables, initiating appropriate improvement strategies, and controlling and re-evaluating the impact of the strategies.

**HEALTHEDW ADVANCED**

SD101226\_01

*HealthEDW Advanced* is a set of premium features of the *HealthEDW* application designed to provide organizations additional flexibility and choice in how they use, control, and leverage their data and their data warehouse. Clients are able to directly access their own data and connect third-party tools of their choice, eliminating the need to syndicate their data from *HealthEDW* to a separate data warehouse. Clients are also able to access to database management consoles to setup and manage databases and virtual warehouses.



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# CERNER SALES ORDER

## EXHIBIT C PASS-THROUGH PROVISIONS

The Sublicensed Software, Third-Party Services, and/or Equipment set forth in this Cerner Sales Order are provided under the applicable pass-through terms of the third-party supplier. Such pass-through provisions are included herein.

### TABLEAU / SAP / HEALTH FORUM / NATIONAL COMMITTEE FOR QUALITY ASSURANCE 61402\_TSH\_C

#### TABLEAU

## 2. DEFINITIONS

“**Authorized User**” means:

Core-Based Server: “Authorized User” means those individuals that Cerner has provided access to Software in accordance with Section 2 below.

“**Client**” means each Client that is properly authorized by Cerner (as an “Authorized User”) to use the functionality of the Software. If Cerner is permitting such Client with Authorized User access to Cerner server Software that is User-Based (rather than Core-based), each Authorized User (Client) must be uniquely identified as a user of the Software.

“**Client Agreement**” means the agreement between Cerner and Client that sets forth the products and services being purchase by Client.

“**Customer Data**” means data generated by Client or Cerner and used with or inputted into the Software.

“**Documentation**” means any supporting product help and technical documentation provided by Cerner with the provision of Authorized User access to the Software.

“**Software**” means the Tableau software product(s) to which you are provided Authorized User access in connection with the Client Agreement and any future releases made available by Cerner.

## 3. LIMITED SCOPE

Subject to the terms and conditions of these minimum terms and all of the restrictions in Cerner’s applicable Client Agreement, Client may access Cerner’s Server Software as an Authorized Users but only so that Client may (1) interact with visualizations generated by Cerner through Cerner’s use of the Software and based on Customer Data or (2) themselves create visualizations using Customer Data, provided that in each case such Customer Data is relevant to Cerner’s provision of services to that particular Client (“**Permitted Access**”).

## 4. MEDIA ELEMENTS

The Software contains maps or other third-party content (“**Media Elements**”). Client’s permitted access to the Software under these minimum terms includes the right to use Tableau-provided Media Elements solely with the Software and limited to the Permitted Access. For the avoidance of doubt, Client may not sell, license or distribute copies of the Media Elements by themselves or as part of any collection or product. All Media Elements are provided “AS IS”. Except as expressly stated in this paragraph, Media Elements are included in the Software.



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# CERNER SALES ORDER

## EXHIBIT C PASS-THROUGH PROVISIONS

### 5. RESTRICTIONS

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ACCESSIBLE IN ANY PARTICULAR HARDWARE/SOFTWARE ENVIRONMENT. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED CONTENT.

- (b) Health Forum and its Affiliates are third-party beneficiaries of the Customer Agreement. Nothing in this Agreement shall be interpreted or construed as giving any rights or benefits to anyone other than Health Forum, its Affiliates, Company, Customer and the End Users.
- (c) The Customer will not contest or challenge (or assist others to so do) Company's or Health Forum's and its Affiliates' rights with respect to the Licensed Content.

The Customer shall keep at its principal place of business complete and accurate records and accounts covering all transactions relating to the Customer Agreement, including a list of all End Users, for at least five years following the year to which such records and accounts pertain. The Customer will also provide Company or its authorized agent with reasonable access, without charge, to review or audit the relevant books, records and systems of Customer to assure compliance with the terms of this Customer Agreement. Company agrees to give the Customer at least five days' prior written notice of its exercise of audit rights under the Customer Agreement.

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### NATIONAL COMMITTEE FOR QUALITY ASSURANCE

#### End-User License Agreement

Cerner's ("**Vendor**") [name of product] ("**Product**") being provided to Client ("**Customer**" or "**you**") contains Healthcare Effectiveness Data and Information Set (HEDIS®) measures and specifications and survey specifications for the Consumer Assessment of Healthcare Providers and Systems (CAHPS®) (the "**Data**"). The Data is owned and copyrighted by the National Committee for Quality Assurance ("**NCQA**") and has been licensed to Vendor for inclusion in the Product. The HEDIS measures and specifications expressly exclude third-party intellectual property rights in the HEDIS Value Set Directory ("**HEDIS VSD**"), including without limitation code values owned, licensed or otherwise provided by third parties ("**Third-Party Codes**"). Please read this End-User License Agreement ("**EULA**"), which is a binding agreement between you and NCQA, carefully before downloading or using the Data within the Product.

TO THE EXTENT YOU PERMIT ACCESS TO THE DATA THROUGH THE PRODUCT TO A THIRD PARTY, WHETHER AFFILIATED OR UNAFFILIATED, EACH AN "**AUTHORIZED USER**," EXCEPT FOR THIS PARAGRAPH, YOU AGREE TO FLOW DOWN THE TERMS OF THIS EULA TO SUCH THIRD PARTY PRIOR TO PERMITTING ACCESS TO THE DATA. YOU SHALL BE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF YOUR AUTHORIZED USERS.

BY DOWNLOADING OR USING THE DATA WITHIN THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT DOWNLOAD OR USE THE DATA.

#### 1. Definitions.

- (i) "**Certified Measure**" means a HEDIS measure for which the Vendor receives a status of "Pass" under a NCQA Measure Certification™ Program.
- (ii) "**Uncertifiable Measure**" means a HEDIS measure that is not eligible for certification under a NCQA HEDIS Measure Certification Program.



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- (iii) **"Retired Measure"** means a HEDIS measure that NCQA no longer maintains or includes in the HEDIS measurement set.
  - (iv) **"Unusable Retired Measure"** means a Retired Measure that NCQA has determined may be clinically inappropriate. A list of Unusable Retired Measures is posted on NCQA's public facing website.
2. **License Grant.** Subject to the terms and conditions of this EULA, NCQA grants you a limited, perpetual, worldwide, non-exclusive, non-transferable, non-sublicensable license to use the Data or any portion thereof for the following non-commercial purposes: competitor analysis; benchmark analysis; trended data analysis; quality improvement initiatives; data analysis; cost analysis; analysis of performance from year to year; profiling performance goals and surveillance; population health initiatives; and/or market research.
3. **License Restrictions.** You shall:
- (i) use the Data only for population health purposes within an affiliated health plan network (e.g. Accountable Care Organization) and internal, quality improvement purposes (e.g., trend analysis) and not publicly display, disseminate or publish the Data, Adjustments (defined below) thereof or any portion of the same;
  - (ii) prominently display NCQA's trademark and copyright notices, including the measure Adjustment and certification notices, as applicable, as provided in this EULA on any output that includes the Data or any portion thereof;
  - (iii) only Adjust the Data, or any portion thereof, as explicitly permitted by the Rules for Allowable Adjustments of HEDIS (the **"Rules"**);
  - (iv) report or submit HEDIS measure results (**"Rates"**) to external programs only if those Rates have been calculated by a HEDIS-certified vendor (**"HEDIS Certified Vendor"**) and stem from Rates that have been audited and approved by an NCQA-certified HEDIS Compliance Auditor (**"HEDIS Compliance Auditor"**), or as expressly approved in writing by NCQA in advance;
  - (v) not use the Data or any portion thereof for any purpose other than as specifically set forth in this EULA;
  - (vi) not use the Third-Party Codes without an authorized license from the copyright owners;
  - (vii) only publicly display Rates or conduct pay for performance incentive initiatives from/on Certified, Uncertifiable or Retired Measures;
  - (viii) not use, or authorize or permit any third party, affiliate, subsidiary or related entity to use the Data or any portion thereof for any purpose other than as specifically set forth in this EULA, including but not limited to copying, selling, renting, leasing, licensing, sublicensing, or distributing the Data or any portion thereof;
  - (ix) not reproduce, copy, reverse engineer, decompile or disassemble the Data or modify or prepare derivative works from the Data or any portion thereof except as expressly authorized by this EULA;
  - (x) not alter or remove any copyright notices, patent notices, trademark and service mark notices, or other proprietary notices or disclaimers affixed to the Data;
  - (xi) not advertise, offer for sale, sell, sublicense, ship, transmit, transfer or export the Data or any portion thereof in the Products outside of the United States or to any third parties or end-users primarily located outside of the United States;
  - (xii) not use the Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; and



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(xiii) not use the Data for purposes of: (a) benchmarking or competitive analysis of the Data or (b) developing a product or service that could reasonably be determined as a replacing the Data. NCQA agrees that the foregoing provision does not restrict or prevent you in any manner from offering or developing a product or service that includes (i) measures, risk models or other specification independently developed by you, or (ii) measures, risk models or other specifications from a third party that may be or are competitive to any NCQA product or offering.

Considering the worldwide nature of the Internet, nothing in this EULA shall prohibit or restrict you from accessing the Data from the Internet or through an on-line network, regardless of your geographic location; provided, that you are a U.S. entity or individual domiciled in the U.S. and that you agree to comply with U.S. laws, including U.S. copyright and export control laws and regulations and agree to the enforceability of these laws in the U.S. For the sake of clarity, your use of the Data in any jurisdiction shall be governed solely by U.S. law, including U.S. intellectual property law.

4. **HEDIS VSD.** The HEDIS VSD contains Third Party Codes, including without limitation CPT® by American Medical Association, LOINC® by Regenstrief Institute, Inc., SNOMED CT® by the International Health Terminology Standards Development Organization, RxNorm by the U.S. National Library of Medicine, and Uniform Billing Codes by the American Hospital Association. All uses of the Third-Party Codes may require a license from the copyright owner.
5. **Ownership, Copyright and Disclosure.**
  - A. Except for the Third-Party Codes, title to and full ownership of Data and all intellectual property rights therein (including, but not limited to, all copyrights, patent rights and trade secret rights) belong to NCQA, or NCQA has obtained the necessary rights in the Data to grant the rights and licenses set forth herein. This EULA provides only a limited license to use the Data and transfers no ownership or intellectual property interest or title in or to the Data. NCQA's name and logo, and all other names, logos, trademarks and icons identifying NCQA and its programs, products and services are proprietary trademarks of NCQA and any use not expressly provided for in this EULA is strictly prohibited. NCQA holds a copyright in these materials and can rescind or alter these materials at any time. These materials may not be modified by anyone other than NCQA or its designee. Use of the Rules to make permitted adjustment of the materials does not constitute a modification.
  - B. As between NCQA and you, sole ownership rights to the Data and Adjustments reside with NCQA. "Adjust" or "Adjustments" as used in this EULA means all customizations, modifications, enhancements or other improvements developed by, on behalf of or implemented by you pursuant to the Rules. You hereby (a) unconditionally and irrevocably assign to NCQA the entire right, title and interest in and to any intellectual property rights that you may now or hereafter have in or relating to the Data and Adjustments, whether held or acquired by operation of law, contract, assignment or otherwise and (b) irrevocably waives any and all claims you may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect thereto. NCQA's name and logo, and all other names, logos, icons, trademarks, and/or service marks identifying NCQA and its programs, products and services are proprietary trademarks of NCQA and any use not expressly provided for in this EULA is strictly prohibited.
6. **Breach.** Any material breach of this EULA by you may cause irreparable harm to NCQA and shall entitle NCQA to seek injunctive relief and all legal and equitable remedies available to NCQA.
7. **Disclaimers.**
  - A. THE HEDIS MEASURES AND SPECIFICATIONS WERE DEVELOPED BY AND ARE OWNED BY NCQA. THE HEDIS MEASURES AND SPECIFICATIONS ARE NOT CLINICAL GUIDELINES AND DO NOT ESTABLISH A STANDARD OF MEDICAL CARE.



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- B. NCQA MAKES NO REPRESENTATIONS, WARRANTIES OR ENDORSEMENT ABOUT THE QUALITY OF ANY ORGANIZATION OR PHYSICIAN THAT USES OR REPORTS PERFORMANCE MEASURES AND NCQA HAS NO LIABILITY TO ANYONE WHO RELIES ON SUCH MEASURES OR SPECIFICATIONS.
- C. NCQA MAKES NO WARRANTY TO YOU, EXPRESS OR IMPLIED, WITH RESPECT TO INFORMATION OR MATERIALS DELIVERED PURSUANT TO THIS EULA, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY THAT THE DATA WILL BE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS OR OTHER RIGHTS OF THIRD PARTIES AND ANY WARRANTY AS TO THE ACCURACY QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE DATA.
- D. NCQA DISCLAIMS ALL LIABILITY FOR USE OR ACCURACY OF ANY THIRD-PARTY CODES.
- E. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.
8. **Indemnity.** You are responsible for your use of the Data, and you will defend and indemnify NCQA and their respective officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the “**Indemnified Entities**”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, in proportion to fault, and to the extent arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Data; (b) your violation of any portion of this EULA, any representation, warranty, or agreement referenced in this EULA, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right, except for a claim that the Data or your use of the Data in compliance with this EULA infringes a third party intellectual property right (but to include use of the Third-Party Codes without proper authorization); or (d) any dispute or issue between you and any third party. NCQA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.
9. **Limitation of Liability.** NCQA SHALL HAVE NO LIABILITY TO YOU FOR: (1) ANY DAMAGES RESULTING FROM USE OR INTERPRETATION OF THE DATA, INCLUDING BUT NOT LIMITED TO USE OF UNUSABLE RETIRED MEASURES OR THE IMPACT, PROVISION OR STANDARD OF MEDICAL CARE; OR (2) ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE OR OTHER INDIRECT DAMAGES ARISING UNDER OR RELATED TO THIS EULA, IN EACH CASE WHETHER OR NOT NCQA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIABILITY OF NCQA SHALL OTHERWISE BE LIMITED TO ACTUAL AND DIRECT DAMAGES, NOT TO EXCEED \$10,000.

THE LIABILITY OF THE CUSTOMER TO NCQA ARISING UNDER THIS EULA WHETHER IN CONTRACT, TORT, OR OTHERWISE SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES. THE CUSTOMER SHALL HAVE NO LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING UNDER OR RELATED TO THIS EULA, WHETHER OR NOT THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THIS EULA THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN



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THE PARTIES UNDER THIS EULA. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS EULA. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### 10. **NCQA's Notice of Copyright.**

- A. NCQA holds a copyright in the Data and can rescind or alter the Data at any time. The Data may not be modified by anyone other than NCQA. Anyone desiring to use or reproduce the Data without modification for an internal non-commercial purpose may do so, pursuant to this EULA, without obtaining any approval from NCQA.
- B. Any commercial use and/or external reproduction, distribution and publication must be approved by NCQA and are subject to a license at the discretion of NCQA. Reprinted with permission by NCQA. © [current year] NCQA, all rights reserved.
- C. The American Medical Association holds a copyright to the CPT® codes contained in the measure specifications.
- D. The American Hospital Association holds a copyright to the Uniform Billing Codes (“**UB**”) contained in the measure specifications. The UB Codes in the HEDIS specifications are included with the permission of the AHA. The UB Codes contained in the HEDIS specifications may be used by health plans and other health care delivery organizations for the purpose of calculating and reporting HEDIS measure results or using HEDIS measure results for their internal quality improvement purposes. All other uses of the UB Codes require a license from the AHA. Anyone desiring to use the UB Codes in a commercial product to generate HEDIS results, or for any other commercial use, must obtain a commercial use license directly from the AHA. To inquire about licensing, contact [ub04@aha.org](mailto:ub04@aha.org).

#### 11. **Display of Measure Rates.** Except for output used solely for internal, quality improvement purposes (e.g., trend or gap analysis), you agree to clearly and conspicuously display, along with the HEDIS measure name or acronym, the applicable HEDIS measurement year and complete calculated HEDIS measure result (“**Rate**”) name (e.g., HEDIS MY 2020 Use of Imaging Studies for Low Back Pain - Unaudited Health Plan HEDIS Rate (or) HEDIS MY 2020 LBP - Unaudited Health Plan HEDIS Rate) next to any Rate on all output containing a Rate, including such Rates that may be used for population health purposes within an affiliated health plan network, in accordance with the following:

- A. **Unadjusted Certified Measures.** A Rate that has been certified via a NCQA Measure Certification Program™, and is based on unadjusted HEDIS specifications, may not be called a “Health Plan HEDIS Rate” until it is audited and designated reportable by a HEDIS Compliance Auditor. Until such time, applicable Rates shall be designated or referred to as “Unaudited Health Plan HEDIS Rates.”
- B. **Adjusted Certified Measures.** A Rate that has been certified via a NCQA Measure Certification Program, and is based on adjusted HEDIS specifications, may not be called an “Adjusted HEDIS Rate” until it is audited and designated reportable by a HEDIS Compliance Auditor. Until such time, applicable Rates shall be designated or referred to as “Adjusted, Unaudited HEDIS Rates.”
- C. **Unadjusted Uncertified Measures.** At times, the logic used to produce Rates from the Product will not have been certified by NCQA. A Rate that has not been certified via a NCQA Measure Certification Program, and is based on unadjusted HEDIS specifications, may not be called a “Health Plan HEDIS Rate” until it is audited and designated reportable by a HEDIS Compliance Auditor. Such Rates are for reference only and are not an indication of measure accuracy. Until such time, such Rates shall be designated or referred to as “Uncertified, Unaudited Health Plan HEDIS Rates” and may only be used for population health purposes within an affiliated health plan network and internal, quality improvement purposes (e.g., trend analysis).



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- D. **Adjusted Uncertified Measures.** At times, the logic used to produce Rates from the Product will not have been certified by NCQA. A Rate from a HEDIS measure that has not been certified via a NCQA Measure Certification Program, and is based on adjusted HEDIS specifications, may not be called an "Adjusted HEDIS Rate" until it is audited and designated reportable by a HEDIS Compliance Auditor. Such Rates are for reference only and are not an indication of measure accuracy. Until such time, such Rates shall be designated or referred to as "Adjusted, Uncertified, Unaudited HEDIS Rates" and may only be used for population health management purposes within an affiliated health plan network and internal, quality improvement purposes (e.g., trend analysis).
- E. **Uncertifiable Measures.** Not all HEDIS measure specifications are eligible for NCQA certification. As such, the logic used to produce Rates from those measures have not been certified by NCQA. As such, they shall be designated or referred to as "Uncertifiable, Unaudited Health Plan HEDIS Rates" or "Adjusted, Uncertifiable, Unaudited HEDIS Rates," as applicable. A list of current HEDIS measure specifications ineligible for certification can be found on NCQA's website via [ncqa.org](http://ncqa.org).
- F. For the sake of clarity, for each of Section 11.A.-E. above, once the measure rate is audited and designated reportable by an NCQA-Certified HEDIS Compliance Auditor, the "Unaudited" designation may be removed.
12. **Termination.** If you violate any provision of this EULA, your permission to use the Data may be terminated, upon notice. NCQA reserves the right to modify or discontinue the Data at any time (including by limiting or discontinuing certain features of the Data), temporarily or permanently, without notice to you. Termination of this EULA shall not impair your right to continue to use the Data contained in the Product or Rates contained in reports generated from the Product prior to the termination of this EULA; provided such use is consistent with the limitations and restrictions set forth in this EULA.
13. **Disputes.**
- A. **Governing Law.** This EULA will be governed by the laws of the District of Columbia without giving effect to District of Columbia choice-of-law principles. To the maximum extent permitted under applicable law, this EULA will not be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted or as may be codified or amended from time to time by any jurisdiction, PURSUANT TO ARTICLE 6 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ("U.N. CONVENTION"), THE PARTIES AGREE THAT THE U.N. CONVENTION SHALL NOT APPLY TO THIS EULA.
- B. **Dispute Resolution.** Any dispute arising out of or in connection with this EULA, the rights and obligations under this EULA or the breach, termination, formation or validity of this EULA (a "Dispute") that cannot be resolved within thirty (30) days shall be referred to and settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association (the "AAA") in effect at the time of the arbitration, except as such rules may be modified by mutual agreement of the parties. The applicable rules shall be the Commercial Rules in the event of a domestic dispute and the International Rules in the event of an international dispute, and any disagreement as to the applicable rules shall be resolved by the arbitrator appointed as described below. The seat of the arbitration shall be Washington, DC and the arbitration shall be conducted in English.
- Disputes shall be heard by a panel of three (3) arbitrators. Within thirty (30) days after the commencement of arbitration, each of the parties shall select one person to act as an arbitrator and the two (2) selected shall select, in consultation with the parties that appointed them, a third arbitrator who shall serve as the president of the tribunal within forty five (45) days of their appointment. If the arbitrators selected by each party are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA.
- The award of the arbitrators shall be accompanied by a reasoned, written opinion. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall bear its own



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costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Each party shall continue to perform its obligations under this EULA pending final resolution of any dispute resolution procedure; provided that, nothing in this Section shall be construed as forfeiting the parties' rights to seek interim relief in a court of competent jurisdiction, and such actions shall not be incompatible with this EULA to arbitrate contained herein or the availability of interim measures of protection under the Arbitration Rules.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, the AAA, the parties, their counsel and any person necessary for the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

The terms of this EULA requiring arbitration are self-executing, and it is unnecessary for either party to petition a court to compel arbitration in order to initiate arbitration. The parties agree that any issue regarding the arbitrability of any claims or disputes arising under, relating to or in connection with this EULA is an issue solely for the arbitrators, not a court, to decide.

THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY OR OTHERWISE ON ANY CLAIM, CAUSE OF ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY INVOLVING OR RELATED TO THE TERMS, COVENANTS OR CONDITIONS OF THIS EULA OR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THIS EULA. THE PROVISIONS OF THIS EULA RELATING TO WAIVER OF TRIAL BY JURY SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS EULA.

- C. Vendor Disputes. SUBJECT TO SECTION 9 (LIMITATION OF LIABILITY), ANY DISPUTE YOU HAVE WITH VENDOR OR A THIRD PARTY THAT IS UNRELATED TO NCQA OR THE DATA IS DIRECTLY BETWEEN YOU AND VENDOR OR A THIRD PARTY, AND YOU IRREVOCABLY RELEASE NCQA (AND ITS OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
- D. No Class Action. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

#### 14. Additional Terms; Modifications.

- A. Additional Terms. Your use of the Data and Rates may be subject to additional terms, policies, rules or guidelines applicable to the Data or Rates that NCQA may post on its website (the "**Additional Terms**"), subject to the section of this EULA titled "Modification of this EULA." All Additional Terms are incorporated by this reference into, and made a part of, this EULA. The rights granted under this EULA are limited to the Data and Rates, and nothing herein grants you any rights to the Product.
- B. Modification of this EULA. You acknowledge that the EULA may be modified or replaced on a going-forward basis at any time. Please check NCQA's website periodically for changes to this EULA. If a change to this EULA materially modifies your rights or obligations, you will be required to accept the modified EULA in order to continue to use the Data and yet to be calculated Rates. This EULA will be identified by the most recent date of revision and will be effective immediately upon being made available through NCQA's website or otherwise through the



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Product, except: (i) if any such modification materially alters your rights under this EULA, an attempt to notify you will be made directly through a message sent by NCQA to the email address you have provided to Vendor, if any, or through a pop-up window or other notification when you access or use the Product; (ii) such materially modified EULA will be effective upon the earlier of your use of the Data or calculated Rates therefrom with actual knowledge of the changes or thirty (30) days after the changes are made available to you; and (iii) no modifications to this EULA will apply to any dispute between you and NCQA that arose prior to the date of such modification. What constitutes a material change will be determined at NCQA's sole reasonable discretion. Your use of the Data or yet to be calculated Rates after modifications to this EULA become effective constitutes your binding acceptance of such changes. If you are dissatisfied with the terms of this EULA or any modifications to this EULA, then you agree that your sole and exclusive remedy is to discontinue any use of the Data, including continued calculation of Rates therefrom.

C. Changes to the Data. NCQA reserves the right to modify, suspend or discontinue, temporarily or permanently, the Data with or without notice and without liability to you.

15. **Feedback.** If you provide NCQA with any comments, bug reports, feedback, or modifications proposed or suggested by you exclusively relating to the Data ("**Feedback**"), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary you may include in any accompanying communication), and NCQA will have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Data. You hereby grant NCQA a perpetual, irrevocable, nonexclusive license under all rights necessary to so incorporate and use for any purpose your Feedback related to the Data. You acknowledge that you will address all support and Product-related requests and issues to the Vendor, and NCQA is not responsible for such requests or issue solving. Notwithstanding the foregoing, Feedback specifically excludes any Vendor confidential information and intellectual property, including but not limited to, Vendor's products and services and information relating thereto.

16. **Miscellaneous.**

A. Entire Agreement. This EULA sets forth the entire understanding of the parties relating to your use of the Data and supersedes all prior agreements and understandings between the parties relating to your use of the Data. This EULA shall control in the event of any conflict between this EULA and any Additional Terms.

B. Further Assurances. Each party shall, upon the reasonable request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this EULA.

C. Severability; Waiver. If any part of any provision of this EULA is found to be invalid or unenforceable, the remainder of this EULA shall remain in full force and effect. No failure to enforce any terms of this EULA shall: (i) be effective unless expressly set forth in writing; (ii) constitute a waiver of such term in the future; or (iii) in any way affect the other terms hereof.

D. Notice. Any notice required or permitted to be delivered pursuant to this EULA shall be in writing and shall be deemed given upon delivery. All such notices shall be addressed to NCQA at the address set forth below, by email, or to such other address as NCQA shall notify you in accordance with this Section:

AVP, Measure Validation  
NCQA  
1100 13th Street NW, Third Floor  
Washington, DC 20005  
Phone: 202-955-3500



County of Ventura

OPT-0243884\_Q-60070.1\_LA-0000041753

March 25, 2021

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# CERNER SALES ORDER

## EXHIBIT C PASS-THROUGH PROVISIONS

### TABLEAU / SAP / HEALTH FORUM / NATIONAL COMMITTEE FOR QUALITY ASSURANCE

61402\_TSH\_C

- E. Independent Contractor. The relationship among the parties is and will be that of independent contractors. This EULA does not establish or create a partnership, joint venture, or similar relationship among the parties and neither party has authority to contract for or bind the other party in any manner whatsoever.
- F. Assignment. You shall not assign or delegate this EULA or any of your rights or obligations hereunder without the prior written consent of NCQA. Any attempted assignment by you without such consent shall be null and void. NCQA may assign this EULA, or any of its rights under this EULA, to any third party with or without your consent.

17. Contact Information. If you have any questions about this EULA, please contact NCQA via [my.ncqa.org](http://my.ncqa.org).

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County of Ventura  
OPT-0243884\_Q-60070.1\_LA-0000041753  
March 25, 2021

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# EXECUTION INVOICE

**Client:** County of Ventura  
800 S Victoria Ave  
Ventura, CA 93009-0001, United States

**Invoice No:** EXEC CSO No. LA-OPT-0243884  
**Invoice Date:** Effective Date  
**Due Date:** Effective Date

**Remit: Via FedEx:**  
Cerner Corporation  
Attn: Accounts Receivable, 5th Floor  
2800 Rockcreek Parkway  
Kansas City, MO 64117

**OR Via Wire Transfer:**  
ABA Routing Number: 101000187  
Bank: US Bank  
For Further Deposit to Bank Account: 5290000743

**TOTAL AMOUNT DUE: \$36,000**

Sales tax, if applicable, will be invoiced separately.

Description	Total Amount	Percent Payable	Net Amount
Shared Computing Services One-Time Fees	\$144,000	25%	\$36,000
<b>GRAND TOTAL:</b>			<b>\$36,000</b>



County of Ventura  
OPT-0243884\_Q-60070.1\_LA-0000041753  
May 19, 2021

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