



CERNER SALES ORDER

This Cerner Sales Order is made on August 1, 2022 ("Effective Date"), between

County of Ventura ("Client")

California government agency with its principal place of business at

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

and **Cerner Corporation ("Cerner")**

a Delaware corporation with its principal place of business at

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").

Client understands that hand-written changes to this Cerner Sales Order will not be accepted. Client will engage their Cerner Sales Contact to request any revisions.

COUNTY OF VENTURA

Authorized signatory: _____

(signature)

(printed name)

Title: _____

CERNER CORPORATION

Authorized signatory: _____

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 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.



County of Ventura
OPT-0333043_Q-125627.1_LA-0000076868
August 1, 2022

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FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
PROFESSIONAL SERVICES		
Fixed Fee	31,680.00	--
Fee for Service	83,553.00	--
TOTALS:	115,233.00	0.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until October 31, 2022. 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

ONE-TIME FEES			
Description	Payment Number	Percent (%) Of Total Due	Payment Due
Professional Services: Fixed Fee	1	25%	On the Effective Date
	2	25%	Upon the earlier of Project Kickoff or 180 days following the Effective Date
	3	50%	Upon the earlier of First Productive Use or 15 months following the Effective

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

PROFESSIONAL SERVICES

FIXED FEE					
Service Project Detail	Manufacturer Part No.	Solution	One-Time Fees	Third-Party Component(s)	Pass-Through Code
Custom Services					
Client Data Rept **	--	--	31,680	--	--
TOTALS:			31,680	--	--

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FEE FOR SERVICE

Service Project Detail	Role	Hourly Rate	Estimated Hours	Total Fees
Bundled Services				
--	Cerner Millennium Foreign System Interface Services	--	--	--
Professional Service **	Interface Architect	175	112	19,600
Professional Service **	Technical Engagement Leader	165	169	27,885
Professional Service **	System Engineer	127	284	36,068
TOTALS:				83,553

** This is an Interoperability Element subject to the 21st Century Cures Act. All available allowances have been applied.

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.

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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.

SCOPE NOTES

- Cerner will provide professional service resources to assist Client with the implementation of:
 - An HL7 Admissions/Discharges/Transfers (ADT) outbound interface from *Cerner Millennium* to a non-Cerner system, *BD Healthsight*
 - An HL7 Observation Result (ORU) Discrete Results outbound interface from *Cerner Millennium* to a non-Cerner system, *BD Healthsight*
 - An outbound HL7 Pharmacy/Treatment Encoded Order Message (RDE) interface from *Cerner Millennium* to a non-Cerner system, *BD Healthsight*
 - An HL7 Dispense(RDS) outbound interface from *Cerner Millennium* to a non-Cerner system, *BD Healthsight*
- Estimated duration: 16 weeks

GENERAL SCOPE

PROFESSIONAL SERVICES

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

Scope Considerations; Control of Scope of Work. Cerner commits to delivering, in conjunction with Client, a design, build, test, and rollout of all applicable elements set forth in this Cerner Sales Order. The build for all Licensed Software and Cerner Services will be based upon Cerner’s standard implementation processes. The project teams will reasonably consider accommodation of design and build requests by Client, including non-Model Experience requests. Such requests may result in changes to project timelines and budget. Customization of reports, views, *MPages*, and rules, if applicable, are only included if specifically noted.

Client and Cerner must fulfill their responsibilities and adhere to the other requirements and descriptions set forth herein to meet the goals of an ‘on-time’ and ‘on-budget’ project. Modifications to this Scope shall be mutually agreed upon by Cerner and Client’s executive steering committee and set forth on a new Cerner Sales Order.

Project Start Date. The project start date will be based on the Effective Date of this Cerner Sales Order. 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.

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.

Fee-for-Service Implementation. Any fee-for-service hours specified in this Cerner Sales Order are estimates, and Client will pay any overage of the estimated hours as Cerner continues to work towards the agreed-upon Scope. Work and payment should continue until either Client notifies Cerner to stop work, or the Scope is delivered as agreed herein.



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EXHIBIT A SCOPE OF SERVICES

Fixed Fee Implementation. For fixed fee implementations, the scope of the implementation is based on the specific assumptions set forth herein and in the scope of work for the solutions being implemented (the "Solution Detail Scope"). Each party (or its designee) will fulfill project responsibilities assigned to such party in this Scope and in the Solution Detail Scope(s). This Scope and the Solution Detail Scope(s) describes the solutions to be implemented, duration of the implementation, and the Services to be performed. Any changes to assumptions, tasks, duration, services or resources may result in additional fees, and will only become effective upon written approval by both parties.

SOLUTION DETAIL SCOPE

PROFESSIONAL SERVICES

PROFESSIONAL SERVICES – CUSTOM ENGINEERING:

Estimated Project Duration	<ul style="list-style-type: none">The overall duration of this project (from project kick-off to go live), based on the scope of services set forth in this Scope, is expected to be 16 weeks.
Cerner Tasks/Activities	<ul style="list-style-type: none">Provide the following custom development services:<ul style="list-style-type: none">VCHA_CA- CCPS-22637Work with Client to determine specific design requirements, such as printer type, at the time of engagement
Client Tasks/Activities	<ul style="list-style-type: none">Test and evaluate all program functionality immediately upon deliveryProvide detailed specifications for each project requested
Deliverables	<ul style="list-style-type: none">Patient Census extract.Med formulary extract
Project Assumptions	<ul style="list-style-type: none">Requests not signed by Client after 45 days from date of issue will be closed by Cerner.
Warranty and Disclaimer	<ul style="list-style-type: none">The custom solution(s) will be developed for use with the current <i>Cerner Millennium</i> revision installed on Client's system. A new Cerner Sales Order will be required to address any issues with the solution(s) arising from database or revision changes.This Scope includes efforts toward design and development of code, modifications related to testing of code, and other tasks related to code deliveries except where otherwise stated. The assigned resource(s) will perform preliminary testing of the requested solution, but it is Client's responsibility to comprehensively validate the solution(s).Cerner will test all programs prior to final delivery to Client. For this custom programming effort, Cerner will assist in correcting any issues with the delivered programs until post-conversion turnover or 30 days after production availability, whichever is later. After this, any software fixes, enhancements, or modifications requested by Client will require a separate Cerner Sales Order.This Scope does not include File Transfer Protocol (FTP), operations setup, database build, memory, or disk/file management.Client acknowledges any hazards or performance risks inherent with developing and delivering custom solutions within their workflows and in their domain.



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EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL SERVICES – CUSTOM ENGINEERING:

- Client accepts responsibility for any custom Cerner Command Language (CCL) modifications made by Client outside the scope of this Cerner Sales Order. Upon Client's request, Cerner will deliver CCL Script Source Code for the customizations upon execution of a software release notice.

CERNER MILLENNIUM FOREIGN SYSTEM INTERFACE SERVICES (CTS-MILLFSI-SVCS)

Overview	<ul style="list-style-type: none">• Cerner will provide the services set forth herein and in the 'Scope Notes' section of this Cerner Sales Order, as applicable to the FSI Services.
Cerner Tasks/Activities	<ul style="list-style-type: none">• Design interface, including site-specific interface specification document(s).• Build, code, and configure interface to the processing requirements.• Perform functional testing of the interface.• Support Client validation testing of the interface.• Attend project status meetings regularly.• Migrate interface to production domain and support interface activation.• Provide conversion support during normal business hours (8 AM–5 PM CST).
Client Tasks/Activities	<ul style="list-style-type: none">• Synchronize data values between Cerner and the foreign supplier, including building of code value aliasing within Cerner that will be required for interface processing.• Modify <i>Cerner Millennium</i> application, if required.• Create and execute interface test plans.• Validate interface testing.
Project Assumptions	<ul style="list-style-type: none">• Cerner standard interface specifications are available upon request.<ul style="list-style-type: none">○ Real-time interfaces will conform to the Cerner universal interface (UI) specifications requirements, which are based upon the <i>Health Level Seven International (HL7)</i> standards as they relate to the <i>Cerner Millennium</i> architecture.○ Batch interfaces will conform to the Cerner standard specification requirements, which are based upon the <i>Accredited Standards Committee (ASC) X12</i> standards or flat file protocol as they relate to the <i>Cerner Millennium</i> architecture.• Cerner transmission protocols:<ul style="list-style-type: none">○ Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be <i>Cerner Millennium HL7</i> UI compliant.○ Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either <i>Cerner Millennium</i> standard or <i>ASC X12</i> compliant unless otherwise noted in the 'Cerner Tasks/Activities' section of this Scope.• Any custom scripting required outside the standard Cerner UI is expected to be performed within Client's interface engine. If this is not possible or desirable, custom scripting can be performed



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EXHIBIT A SCOPE OF SERVICES

CERNER MILLENNIUM FOREIGN SYSTEM INTERFACE SERVICES

(CTS-MILLFSI-SVCS)

	<p>within the <i>Cerner Millennium</i> interface but may require additional hours at Cerner's then-current fees for a Cerner resource to complete the work.</p> <ul style="list-style-type: none">• This Scope covers the initial configuration and testing of the interface in a designated build environment and 1 copy to the production environment. Any additional domain support, including copies to additional domains and rebuild due to domain refreshes or updates may require additional hours and fees.• Client and Cerner will work on this project concurrently on an agreed upon project timeline.• Client shall incur additional fees if services are requested beyond this Scope.• Adjustments supported as part of the standard scope of services:<ul style="list-style-type: none">○ Moving an existing data element from one field to another in the same message○ Concatenation of two existing data elements○ Addition or subtraction of leading zeroes to a numeric value○ Hard coding a default value○ Nulling fields○ Basic conditional statements○ Repeating field filtering, such as PID-3, PID-4, and personnel fields○ Suppressing transaction types○ Removing special characters from a field, such as dashes in a social security number• The following custom adjustments are supported outside the standard scope of services, and include any necessary Cerner-approved workaround:<ul style="list-style-type: none">○ Querying data from standard <i>Cerner Millennium</i> tables and inserting into a field○ Full message character-string replacements○ Adding segments to a trigger not defined in Cerner Specifications○ Creating custom tables in <i>Cerner Millennium</i>, and inserting/updating/querying those tables○ Creating custom Z segments• Adjustments not supported under this Scope:<ul style="list-style-type: none">○ Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14○ Creating custom insert statements to insert rows into standard <i>Cerner Millennium</i> database tables• All work set forth herein will be performed virtually unless otherwise agreed upon by Cerner and Client.
Trademarks	<ul style="list-style-type: none">• HL7 is the registered trademark of <i>Health Level Seven International</i> and their use of this trademark does not constitute an endorsement by HL7.



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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-0333043
Invoice Date: Effective Date
Due Date: Effective Date

Remit: **Via FedEx:**
Cerner Corporation
Attn: Accounts Receivable, 5th Floor
2800 Rock Creek 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: \$7,920

Sales tax, if applicable, will be invoiced separately.

Description	Total Amount	Percent Payable	Net Amount
Professional Services: Fixed Fee	\$31,680	25%	\$7,920
GRAND TOTAL:			\$7,920



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