

**COUNTY OF VENTURA**

800 S Victoria Ave  
VENTURA CA, 93009  
US

**Oracle America, Inc.**

500 Oracle Parkway  
Redwood Shores, CA  
94065

**Contact**

Bach Nguyen  
(805) 677-5110  
bach.nguyen@ventura.org

**Fee Summary**

Fee Description	Net Fees	Monthly Fees	Annual Fees
Professional Services -- Fixed Price	572,019.00	--	--
<b>Total Fees</b>	<b>572,019.00</b>	<b>0.00</b>	<b>0.00</b>

## Billing Frequency

Description	% of Total Due	Payment Due
Professional Services -- Fixed Price	25%	Upon order execution
	25%	Upon project kickoff
	50%	On first productive use

## Ordered Items

### Professional Services

#### Professional Services - Fixed Price

Part Number	Description	Service Descriptions	Pass-Through Code	Net Fees
B105769	Regulatory Advisory Consulting Regulatory Advisory Engagement	Attached	--	241,570.00
B102359	Oracle Health Custom Professional Services	Attached	--	7,924.00
B105632	Hospital Quality Reporting Implementation	Attached	--	247,940.00
B102359	Oracle Health Custom Professional Services	Attached	--	74,585.00
<b>Subtotal</b>				<b>572,019.00</b>

## Permitted Facilities

Name	Street Address	City
COUNTY OF VENTURA	800 S Victoria Ave	VENTURA, CA, 93009 US

## Footnotes

A - This is an Interoperability Element subject to the 21st Century Cures Act. All available discounts have been applied.

## A. Terms of Your Order

### 1. Applicable Agreement

a. This order incorporates by reference the terms of the Restated Cerner Business Agreement-CPQ-3198766 and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

Oracle America, Inc. is acting as ordering and invoicing agent for Cerner Corporation. Your order remains between You and Cerner Corporation. All references to "Oracle", "we", "us", or "our" shall refer to Cerner Corporation. We may refer to Client as "You".

### 2. Fees and Payments

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.

b. Fees will be invoiced in accordance with the Billing Frequency table above.

c. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the items You ordered, except for taxes based on Oracle's income. If You will be claiming an exemption from these taxes, You will provide to Oracle a valid certificate of tax exemption in advance of, or at the time of, the execution of this order. You are responsible to ensure that You provide Oracle with timely notification of any tax exemption status changes and to timely provide updated exemption certificates in the event any previously provided exemption certificate expires during the term of this order.

d. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement and this order.

### 3. Terms Applicable to Ordered Items

#### a. Shared Computing Services.

You understand that Oracle may deliver the products and services on this order in a Shared Computing Services model. The policies that govern the Shared Computing Services model are available at <http://www.oracle.com/contracts> on the Oracle Health tab and are incorporated into this order by reference.

#### b. Permitted Facilities.

The Ordered Items in this order are for use by the facilities listed in the Permitted Facilities table(s) above. You may add or substitute Permitted Facilities by amending this order.

### 4. Professional Services

#### a. Oracle Health Professional Services Delivery Policies.

The Oracle Health Professional Services Delivery Policies ("Health PSDP") available at <http://oracle.com/contracts> on the Oracle Health tab apply to and are incorporated into this order.

#### b. Service Descriptions.

Service Descriptions applicable to each Ordered Item identified as Professional Services in the table(s) above may be found (i) at <http://www.oracle.com/contracts> on the Oracle Health Tab (where identified as "Online" in the Professional Services table(s)), or (ii) as an attachment to this order (where identified as "Attached" in the Professional Services table(s)). These Service Descriptions are incorporated into this order by reference.

#### c. Estimated Fees.

Fees for Professional Services identified in this order as "Professional Services -- Time and Materials" and "Professional Services -- Estimated Expenses" are estimates intended only to be for Your budgeting and Oracle's resource scheduling purposes and may exceed the estimated totals; these estimates do not include taxes. For Professional Services performed on a time and materials (T&M) basis, You shall pay Oracle for all of the time spent performing such services at the rate specified in the Ordered Items table(s) above, plus materials, taxes and expenses. Actual expenses shall be invoiced as incurred, in accordance with the Billing Frequency table. Once fees for Professional Services reach the estimate and upon amendment to this order, Oracle will cooperate with You to provide continuing Professional Services on a T&M basis.

d. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

### 5. Order of Precedence

a. In the event of inconsistencies between the terms contained in this order and the Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

### 6. Effective Date

a. If accepting this order electronically, the effective date of this order is the date You click to accept the order. If accepting this order via E-sign, the effective date of this order is the date You adopt and sign. If accepting this order via Download and Sign, the effective date is the date You return the document to Oracle. Otherwise, the effective date is the last signed date stated below.

### 7. Offer Validity

a. This offer is valid through 30-Oct-2024 and shall become binding upon execution by You and acceptance by Oracle.

COUNTY OF VENTURA

Signature *Samantha Crostic* Samantha Crostic  
2024.10.14 09:08:24 -07'00'  
Name Samantha Crostic  
Title Principal Buyer  
Signature Date 10/14/2024

Oracle America, Inc.

DocuSigned by:  
Signature *Jake Rexer*  
099183A9464D49E...  
Name Jake Rexer  
Title Senior Director, Customer Deal Desk  
Signature Date 28-Oct-2024 | 11:56 AM PDT

# Regulatory Advisory Consulting Regulatory Advisory Engagement

Part #: B105769

Cerner Legacy Part #: N/A

<p><b>Description of Services</b></p>	<p>Oracle will provide the following Services for 2024 and 2025 Reporting years only:</p> <ul style="list-style-type: none"> <li>• Provide Regulatory Advisor who will perform the following activities: <ul style="list-style-type: none"> <li>○ Provide expertise on governance, organizational eligibility, and federal policy/regulations, and regulatory programs, and identify potential risks</li> <li>○ Complete gap analysis of regulatory workflows</li> <li>○ Assist in ongoing maintenance of the action plan owned by You</li> <li>○ Assist in identifying and securing necessary resources</li> <li>○ Participate in road mapping session</li> <li>○ Participate in Your Regulatory Task Force</li> <li>○ Provide recommendations on governance for federal regulatory programs and creation of Regulatory Task Force, if You do not currently have one</li> <li>○ Facilitate decision making by providing timely education on latest Centers for Medicare and Medicaid Services federal policy related to incentives/payment adjustments and/or the use of Your certified electronic health record (EHR) technology</li> <li>○ Create organizational awareness to any risks based on decisions that are made by the task force</li> <li>○ Function as a liaison between Oracle regulatory resources</li> <li>○ Assist in creation of Your comments to proposed rules affecting incentives/payment adjustments and/or the use of certified EHR technology</li> </ul> </li> <li>• Provide a Regulatory Integration Architect who will perform the following activities: <ul style="list-style-type: none"> <li>○ Provide support to You with recommendations and best practices for Oracle workflows related to applicable regulations</li> <li>○ Provide direction in domain planning necessary for upgrades and projects related to regulations</li> <li>○ Assist You with configuration of Promoting Interoperability functional reports</li> <li>○ Complete analysis of workflows applicable to regulations, identify opportunities for improvement</li> <li>○ Complete package review to ensure latest technology is installed</li> <li>○ Educate You on upcoming technology releases and provides recommendations and strategy for adoption</li> </ul> </li> <li>• Perform the following Promoting Interoperability Data Analytics Services: <ul style="list-style-type: none"> <li>○ Configure the Promoting Interoperability data analytics dashboard supporting one (1) production environment</li> <li>○ Facilitate performance improvement meeting monthly</li> <li>○ Analyze performance trends and provide recommendations for improvement</li> <li>○ Prepare Promoting Interoperability dashboards</li> <li>○ Identify workflow and documentation gaps</li> <li>○ Identify training opportunities/needs</li> <li>○ Track performance improvement and report findings to steering committee on a regular basis</li> </ul> </li> </ul>
<p><b>Your Cooperation / Obligations</b></p>	<p>You are responsible for the following obligations:</p> <ul style="list-style-type: none"> <li>• Assist in completing gap analysis and assessment of regulatory workflows</li> <li>• Provide ongoing maintenance of the action plan owned by You</li> <li>• Identify and secure necessary resources</li> <li>• Provide training resources and strategies</li> <li>• Participate in Road Mapping session</li> <li>• Comply with Oracle Production Environment Change Authorization process</li> <li>• Submit attestations to CMS for regulatory programs</li> </ul>
<p><b>Assumptions</b></p>	<ul style="list-style-type: none"> <li>• Modifications to the assumptions or items presented in this scope will constitute a change in professional services fees</li> </ul>

	<ul style="list-style-type: none"> <li>• This scope does not include implementation services of 2015 CEHRT Cures; it is assumed You are live with 2015 CEHRT Cures or have purchased 2015 CEHRT Cures implementation services separately</li> <li>• This scope does not include implementation of future iterations of CEHRT</li> <li>• Either Oracle or You may designate a new representative by written notice to the other.</li> <li>• Oracle shall perform the Services provided hereunder in accordance with industry practices and standards generally applicable to such Services.</li> </ul>
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## Oracle Health Custom Professional Services

Part #: B102359  
Cerner Legacy Part #: N/A

<b>Description of Services</b>	<p>Oracle will provide the following Services</p> <ul style="list-style-type: none"> <li>• Facilitate Project Kick off, Education, Data Collection, and Design Sign-off <ul style="list-style-type: none"> <li>○ Facilitate a one (1) hour kick-off call with You</li> <li>○ Prepare and provide a mutually agree upon a project timeline outlining the key tasks and events</li> <li>○ Identify Your necessary participants</li> <li>○ Schedule a one (1) hour weekly meeting for project duration to review project timeline and deliverables Facilitate three (3) education sessions, for up to two (2) hours each. <ul style="list-style-type: none"> <li>• The sessions will cover the following Health Data, Technology, and Interoperability (HTI-1) criteria: <ul style="list-style-type: none"> <li>• United States Core Data for Interoperability (USCDI) v3</li> <li>• Patient Requested Restrictions</li> <li>• Patient Demographics and Observations</li> <li>• Standardized Application Programming Interface (API) updates (SMARTv2)</li> <li>• Electronic Case Reporting (eCR)</li> </ul> </li> <li>• Facilitate data collection, decision making, and document Your decisions in a Data Collection Workbook (DCW) during each education session.</li> </ul> </li> <li>○ Facilitate up to one (1) additional two (2) hour meeting to complete any decisions not defined in the education sessions.</li> <li>○ Complete design and data collection according to project timeline.</li> </ul> </li> <li>• Configure required HTI-1 implementation work in Your non-production environment, including: <ul style="list-style-type: none"> <li>○ Social Determinants of Health (SDOH) goals and health concerns</li> <li>○ SDOH interventions</li> <li>○ Sexual Orientation new value (Patient Demographics)</li> <li>○ Consolidated Clinical Document Architecture (CCDA) Updates <ul style="list-style-type: none"> <li>• Vital Signs</li> <li>• Functional Status</li> <li>• Disability Status</li> <li>• Mental/Cognitive Status</li> <li>• Hospital Course</li> <li>• SDOH Assessments</li> <li>• SDOH Interventions</li> <li>• Pregnancy Status</li> <li>• Pregnancy Intent</li> <li>• Problems</li> </ul> </li> <li>○ Registration Updates <ul style="list-style-type: none"> <li>• Coverage type</li> <li>• Sexual Orientation and Gender Identity (SOGI)</li> <li>• Preferred Name (Name To Use)</li> <li>• Pronouns</li> <li>• Tribal Affiliation</li> <li>• Occupation/Occupation Industry</li> <li>• Verify Date of Death</li> </ul> </li> <li>○ PowerForm updates <ul style="list-style-type: none"> <li>• Pregnancy Status and intent</li> </ul> </li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>• Functional Status</li> <li>• Disability status</li> <li>• Mental/cognitive status</li> <li>• SDOH assessments</li> <li>○ MPage Updates <ul style="list-style-type: none"> <li>• Goals and Health concerns</li> <li>• SDOH Interventions</li> </ul> </li> <li>○ Order updates, order entry format (oef) <ul style="list-style-type: none"> <li>• Reason for referral (referral type code)</li> <li>• Sex parameter for clinical use (patient demographics)</li> <li>• SDOH Interventions</li> </ul> </li> <li>○ Patient Requested Restrictions <ul style="list-style-type: none"> <li>• Message Center pool and routing rule setup</li> </ul> </li> <li>• Conduct unit testing and validation in non-production environment <ul style="list-style-type: none"> <li>○ Assist in creation of non-production test scripts</li> <li>○ Complete validation</li> <li>○ Provide guidance addressing identified issues during unit testing</li> </ul> </li> <li>• Provide Cutover template <ul style="list-style-type: none"> <li>○ Collaborate to complete localization of production Cutover document</li> <li>○ Mutually agree upon production Cutover plan</li> </ul> </li> <li>• Facilitate Training: <ul style="list-style-type: none"> <li>○ Facilitate one (1) Maintenance Training meeting up to two (2) hours <ul style="list-style-type: none"> <li>• Review build steps with You to maintain the new functionality implemented for HTI-1</li> </ul> </li> <li>○ Facilitate one (1) Train the Trainer meeting up to two (2) hours <ul style="list-style-type: none"> <li>• Review end user workflow changes with Your trainer</li> </ul> </li> </ul> </li> <li>• Complete Production Cutover configuration in your production environment <ul style="list-style-type: none"> <li>• Provide post go-live issue resolution support during normal business hours for up to two (2) weeks Provide HTI-1 Certified Electronic Health Record Technology (CEHRT) checklist.</li> </ul> </li> </ul>
<p><b>Your Cooperation / Obligations</b></p>	<p>You are responsible for the following obligations:</p> <ul style="list-style-type: none"> <li>• Identify and make available Your project team members a minimum of (4) weeks before project kick-off</li> <li>• Attend and participate in the following project meetings: <ul style="list-style-type: none"> <li>○ Kick off call</li> <li>○ Education sessions</li> <li>○ Weekly call</li> <li>○ Maintenance Training</li> <li>○ Train the Trainer</li> </ul> </li> <li>• Complete design decisions according to project timeline.</li> <li>• Create unit test plans and test patients</li> <li>• Complete unit testing in non-production and production of HTI-1 functionality according to project timeline.</li> <li>• Create training materials and facilitate end-user training for workflows defined during the Train the Trainer meeting.</li> <li>• Complete and mutually agree upon production Cutover plan in the Oracle provided Cutover template.</li> </ul>
<p><b>Assumptions</b></p>	<ul style="list-style-type: none"> <li>• Work effort in this scope applies to one (1) production and one (1) non-production domain.</li> <li>• Oracle requires a minimum of four (4) weeks following the Effective Date of Your order to accommodate pre-project activities such as planning, staffing, and technology activities.</li> <li>• The overall duration of this project based on the scope of services is estimated to be fifteen (15) weeks. You and Oracle will use commercially reasonable efforts to meet project duration however, such project duration is intended for planning purposes only.</li> <li>• 2015 CEHRT Cures Update must be implemented before beginning this project.</li> <li>• Oracle Health Millennium 2024.03 or higher.</li> <li>• MPages 9.0 or higher must be live</li> <li>• Any changes to Your live production environment by Oracle in support of these Professional Services requires an approved Process for Executing Customer Approval (PECA) form as outlined in Your Customer Approval Preferences and Designated Approvers Form.</li> <li>• Services will be provided remotely.</li> </ul>

# Hospital Quality Reporting Implementation

Part #: B105632

Cerner Legacy Part #: None

<p><b>Description of Services</b></p>	<p>Oracle will provide the following Services:</p> <ul style="list-style-type: none"> <li>• Prepare mutually agreed-upon project plan outlining implementation events and activities</li> <li>• Collaborate with You to complete a workflow assessment to document current-state process and prepare future-state recommendations</li> <li>• Collaborate with You to complete a Gap Analysis and assessment of Your regulatory workflows</li> <li>• Collaborate with You to configure Core Measure and electronic Clinical Quality Measure (eCQM) reporting for the calendar year(s) 2024-2026 reporting period (2 year service term)</li> <li>• Provide You with localized templates for testing and training</li> <li>• Complete Core Measure and eCQM build in one of Your (1) production and one (1) of Your non-production domains</li> <li>• Assist with specific questions related to Your validation of the content that will be submitted to the Centers for Medicare and Medicaid Services (CMS) for quality measures</li> <li>• Configure Quality Measure Population Views</li> <li>• Configure dashboard and patient-level MPage(s) to manage and monitor compliance of Your selected populations and identify potential additions to the population</li> <li>• Collaborate with You to configure eQualityCheck for chart-abstraction</li> <li>• Configure quality measure components to support the clinical data capture of the Medicare Promoting Interoperability Program requirements</li> <li>• Provide access to information sources such as Illuminations and uCern groups for users identified by You</li> </ul>
<p><b>Your Cooperation / Obligations</b></p>	<p>You are responsible for the following obligations:</p> <ul style="list-style-type: none"> <li>• You will generate detailed reports to perform measure validation with subject matter experts assigned by You</li> <li>• Perform chart abstraction using eQualityCheck to generate Core Measure reporting.</li> <li>• Perform validation of Core Measure and eCQM reports by Oracle's Quality Clearinghouse lock dates published within the portal and Quality Clearinghouse and eSubmission uCern prior to submission</li> <li>• Perform validation of eCQM reports by Cerner Quality Clearinghouse lock dates published within the portal and Quality Clearinghouse and eSubmission uCern prior to submissions             <ul style="list-style-type: none"> <li>o Failure to meet these dates may result in missed regulatory deadlines and will risk submissions</li> </ul> </li> <li>• Select applicable measures for Your submission</li> <li>• Configure the CMS Certification Number and healthcare organization identification build in <i>Bedrock</i> for electronic submission</li> <li>• Perform build and maintenance for clinical workflows outside of the quality reporting solution(s)</li> <li>• Install required packages for Core Measures and eCQM reporting</li> <li>• Generate detailed reports to perform measure validation with subject matter experts assigned by You</li> <li>• Create training plan collateral and train end-users for initial implementation and subsequent maintenance of Services</li> <li>• Provide maintenance of Services as per CMS to support the latest requirements</li> <li>• Localize Oracle Health standard training materials and test scripts as needed</li> <li>• Join relevant Oracle Health uCern groups and Illuminations to stay up to date with solution and content advancements to aid in project training materials</li> </ul>
<p><b>Assumptions</b></p>	<ul style="list-style-type: none"> <li>• You are connected to Oracle's Quality Clearinghouse (QCH) as required for electronic submission</li> <li>• Validation will include a minimum of five (5) patients for every outcome from each measure, including supplemental patient information</li> <li>• Submission of data to CMS is dependent on You meeting Oracle's published deadlines on uCern Community pages and in the QCH newsletters</li> </ul>

Oracle Health Consulting/Professional Services – Service Descriptions

	<ul style="list-style-type: none"> <li>• Oracle Health consulting Services will be performed during normal business hours</li> <li>• Business hours are Monday – Friday, 8:00 AM through 5:00 PM Central Time</li> <li>• All work set forth in this Service will be performed remotely unless otherwise agreed upon by Oracle and You</li> </ul>
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## Oracle Health Custom Professional Services

Part #: B102359

Cerner Legacy Part #: N/A

<b>Description of Services</b>	<p>Oracle will provide the following Services:</p> <ul style="list-style-type: none"> <li>• Facilitate Project Kickoff, Education, Data Collection, and Design Sign-off <ul style="list-style-type: none"> <li>○ Facilitate one (1) two (2) hour kick-off call with You</li> <li>○ Prepare and provide a mutually agreed upon project timeline outlining the key tasks and events</li> <li>○ Identify Your necessary participants</li> <li>○ Facilitate Education session to review the Certified Electronic Health Record Technology (CEHRT) requirements for Decision Support Interventions (DSI) criteria</li> <li>○ Facilitate design decision discussion, and document Your decisions in the Data Collection Workbook (DCW) during a weekly, one (1) hour meeting, for duration of project</li> <li>○ Facilitate up to one (1) additional two (2) hour meeting to complete any decisions not defined in the kickoff call.</li> </ul> </li> <li>• Complete design and data collection according to project timeline. Configure required DSI implementation work in Your non-production environment, including: <ul style="list-style-type: none"> <li>○ End user feedback component (Powerchart organizer)</li> <li>○ Source attribute library component (Powerchart organizer)</li> </ul> </li> <li>• Conduct unit testing and validation in non-production environment <ul style="list-style-type: none"> <li>○ Assist in creation of non-production test scripts</li> <li>○ Complete validation</li> <li>○ Provide guidance addressing identified issues during unit testing</li> </ul> </li> <li>• Provide Cutover template <ul style="list-style-type: none"> <li>○ Collaborate to complete localization of production Cutover document</li> <li>○ Mutually agree upon production Cutover plan</li> </ul> </li> <li>• Facilitate Training <ul style="list-style-type: none"> <li>○ Facilitate one (1) Maintenance Training meeting up to one (1) hour <ul style="list-style-type: none"> <li>• Review build steps with You to maintain the new functionality implemented for DSI</li> </ul> </li> <li>○ Facilitate one (1) Train the Trainer meeting up to one (1) hour <ul style="list-style-type: none"> <li>• Review end user workflow changes with Your trainer</li> </ul> </li> </ul> </li> <li>• Complete production Cutover configuration for DSI in Your production environment. <ul style="list-style-type: none"> <li>• Provide post go-live issue resolution support during normal business hours for up to five (5) business days, directly following go-live.</li> </ul> </li> </ul>
<b>Your Cooperation / Obligations</b>	<p>You are responsible for the following obligations:</p> <ul style="list-style-type: none"> <li>• Identify and make available Your project team members within four (4) weeks before project kick-off</li> <li>• Attend and participate in the following project meetings: <ul style="list-style-type: none"> <li>○ Kick off call</li> <li>○ Education sessions</li> <li>○ Weekly call</li> <li>○ Maintenance Training</li> <li>○ Train the Trainer</li> </ul> </li> <li>• Complete Design decisions according to project timeline.</li> <li>• Create unit test plans and test patients</li> <li>• Complete unit testing in non-production and production of DSI functionality according to project timeline.</li> <li>• Create training materials and facilitate end-user training on DSI workflows defined during the Train the Trainer meeting</li> </ul>

	<ul style="list-style-type: none"> <li>Complete and mutually agree upon production Cutover plan in the Oracle provided Cutover template</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>Work effort in this scope applies to one (1) production and one (1) non-production environment.</li> <li>Oracle requires a minimum of four (4) weeks following the Effective Date of Your Order to accommodate pre-project activities such as planning, staffing, and technology activities.</li> <li>The overall duration of this project based on the scope of services is estimated to be six (6) weeks. You and Oracle will use commercially reasonable efforts to meet project duration; however, such project duration is indicative and is intended for planning purposes only.</li> <li>2015 CEHRT Cures Update must be implemented before beginning this project.</li> <li>Oracle Health Millennium 2024.03 or higher must be live.</li> <li>MPages 9.0 or higher must be live.</li> <li>Any changes to Your live production environment by Oracle in support of these Professional Services requires an approved Process for Executing Customer Approval (PECA) form as outlined in Your Customer Approval Preferences and Designated Approvers Form.</li> <li>Services will be provided remotely.</li> </ul>

## Bill To / Ship To Contact Information

### Bill To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
COUNTY OF VENTURA	800 S Victoria Ave VENTURA, CA US 93009	Bach Nguyen (805) 677-5110 bach.nguyen@ventura.org

### Ship To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
COUNTY OF VENTURA	800 S Victoria Ave VENTURA, CA US 93009	Bach Nguyen (805) 677-5110 bach.nguyen@ventura.org