



CERNER SALES ORDER

This Cerner Sales Order is made on September 15, 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: Jake Baker
jake.baker@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 before execution or to amend following execution through a written agreement executed by both parties.

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-0344333_Q-144670.1_LA-0000319704
September 15, 2022

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Subscription Services	--	9,529.00
PROFESSIONAL SERVICES		
Fixed Fee	468,900.00	--
TOTALS:	468,900.00	9,529.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until November 30, 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 Date

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Subscription Services	100%	Quarterly beginning on January 1, 2023

TERM AND TERMINATION

Other Services. Unless otherwise set forth herein, all other recurring Services (such as subscription services, application services, shared computing services, employer services, recurring professional services, and managed services) begin on January 1, 2023 and continue for the term set forth in the "Solutions", "Professional Services", or "Managed Services" sections.

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.

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 the Consumer Price Index (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.

SOLUTIONS
SUBSCRIPTION 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
PV-22115	Eligible Provider Quality Reporting	Physicians	275	15	1-15	--	9,529	SD100273_02	--	--	--	--
TOTAL:						--	9,529	--	--	--	--	--

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

PROFESSIONAL SERVICES
FIXED FEE

Service Project Detail	Manufacturer Part No.	Solution	One-Time Fees	Third-Party Component(s)	Pass-Through Code
Custom Services					
Reg Compliance	--	--	231,000	--	--
Quality Reporting **	--	--	237,900	--	--
TOTALS:			468,900	--	--

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

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. In the event Client requests additional scope beyond the limits set forth in the Solutions section and no Per Unit Expansion Fees are referenced therein, Client must execute a new Ordering Document setting forth the additional scope and fees at Cerner's then-current rates.

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
Physicians	The total number of licensed physicians affiliated with the physician office or group.

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

Each solution with a Solution Description has a code noted in the "Solutions" section of this Cerner Sales Order, and that code can be entered at <https://solutiondescriptions.cerner.com> to view the Solution Description.

QUOTE ASSUMPTIONS

The following are general assumptions regarding the solutions, services, and project set forth in this Cerner Sales Order.

This Cerner Sales Order is an extension of Cerner Sales Order No. OPT-0300965 for an additional 15 months ending on March 31, 2024.

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.



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

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.

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.



County of Ventura
OPT-0344333_LA-0000319704
September 15, 2022

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

SOLUTION DETAIL SCOPE

PROFESSIONAL SERVICES

IMPLEMENTATION SERVICES	
Estimated Project Duration	<ul style="list-style-type: none">The overall duration of this project based on the scope of services set forth in this Scope, is expected to be 2 years.2022 and 2023 measurement years only
Client Project Team	<ul style="list-style-type: none">Client will identify and make available its project team members within 4 weeks following the Effective Date of this Ordering Document or, if not identified and available within that timeframe, such delay will be considered a change in scope, and will require the execution of an Ordering Document setting forth the additional work effort and additional professional services fees.
REGULATORY ADVISORY ENGAGEMENT	
Cerner Tasks/Activities	<ul style="list-style-type: none">Provide Regulatory Advisor who, for 2 years will perform the following activities:<ul style="list-style-type: none">Provide expertise on governance, organizational eligibility, and federal policy/regulations, and regulatory programs, and identify potential risksComplete gap analysis and regulatory workflowsAssist in ongoing maintenance of the action plan owned by ClientAssist in identifying and securing necessary resourcesParticipate in road mapping sessionParticipate in Client's Regulatory Task ForceProvide recommendations on governance for federal regulatory programs and creation of Regulatory Task Force, if Client does not currently have oneFacilitate 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 Client's certified electronic health record (EHR) technologyCreate organizational awareness to any risks based on decisions that are made by the task forceAct as a liaison between Cerner regulatory resourcesAssist in creation of Client comments to proposed rules affecting incentives/payment adjustments and/or the use of certified EHR technologyRegulatory Integration Architect<ul style="list-style-type: none">Provides support to Client with recommendations and best practices for Cerner workflows related to applicable regulationsProvides direction in domain planning necessary for upgrades and projects related to regulationsAssist with configuration of Promoting Interoperability functional reports



County of Ventura
OPT-0344333_LA-0000319704
September 15, 2022

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

IMPLEMENTATION SERVICES	
	<ul style="list-style-type: none">o Completes analysis of workflows applicable to regulations, identifies opportunities for improvemento Completes package review to ensure latest technology is installedo Educates Client on upcoming technology releases and provides recommendations and strategy for adoptiono Configure Promoting Interoperability dashboards to perform the following activities:<ul style="list-style-type: none">▪ Facilitate performance improvement meeting bi-weekly▪ Analyze performance trends and provide recommendations for improvement▪ Prepare monthly Promoting Interoperability dashboards▪ Identify workflow and documentation gaps▪ Identify training opportunities/needs▪ Track performance improvement and report findings to steering committee on a regular basis
Client Tasks/Activities	<ul style="list-style-type: none">• Assist in completing gap analysis and assessment of regulatory workflows• Provide ongoing maintenance of the action plan owned by Client• Identify and secure necessary resources• Provide training resources and strategies• Participate in Road Mapping session• Comply with Cerner Production Environment Change Authorization process• Submit attestations to CMS for regulatory programs
Project Assumptions	<ul style="list-style-type: none">• Modifications to the assumptions or items presented in this Scope will constitute a change in professional services fees• Cerner will participate on-site (at client discretion) up to four visits annually and remotely thereafter• This Scope does not include implementation services of 2015 CEHRT; it is assumed Client is live with 2015 CEHRT or has purchased 2015 CEHRT implementation services separately• This scope does not include implementation of future iterations of CEHRT, Millennium code upgrades as required by CEHRT, or any required solutions/licenses as required by CEHRT.• Either Cerner or Client may designate a new representative by written notice to the other• Minimum of 4 weeks is required from the date the Cerner Sales Order is signed to resource the first strategist on-site meeting• Cerner shall perform the services provided hereunder in accordance with industry practices and standards generally applicable to such services
HOSPITAL QUALITY REPORTING	
Cerner Tasks/Activities	<ul style="list-style-type: none">• Provide templates to be used with Client localization for testing and training• Configure <i>MPages</i> views to manage and monitor compliance of selected populations and identify potential additions to the population• Implement the ability to link directly to actionable components at the patient level• Implement identification of time sensitive interventions and communications• Configure Quality Measure components to support the clinical data capture of the Promoting Interoperability requirements



County of Ventura
OPT-0344333_LA-0000319704
September 15, 2022

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

IMPLEMENTATION SERVICES	
	<ul style="list-style-type: none">• Configure <i>Bedrock</i> utilization for concept mapping of code sets, orders and Discrete Task Assays to support leveraging the current automation• Configure discharge reports for review
Client Tasks/Activities	<ul style="list-style-type: none">• Complete validation of electronic Clinical Quality Measure (eCQM) reports by Cerner Quality Clearinghouse lock dates published within portal and Quality Clearinghouse and eSubmission <i>uCern</i> prior to submission<ul style="list-style-type: none">◦ Failure to meet these dates may result in missed regulatory deadlines and will risk submissions• Complete validation of chart abstracted reports by Cerner Quality Clearinghouse lock dates published within portal and Quality Clearinghouse and eSubmission <i>uCern</i> prior to submissions<ul style="list-style-type: none">◦ Failure to meet these dates may result in missed regulatory deadlines and will risk submissions• Identify all reporting options required for current submission period for all programs, including programs not submitting through Cerner as their data submission vendor (such as, Inpatient Quality Reporting, Outpatient Quality Reporting, and Inpatient Psychiatric Facility Quality Reporting); including the corresponding approach for all programs.• Perform the Centers for Medicare and Medicaid Services Certification Number and healthcare organization identification build in <i>Bedrock</i> for electronic submission if applicable• Select appropriate measures for current submission period for Cerner Submission within the Quality Clearinghouse by lockdates• Perform build and maintenance for clinical workflows outside of the quality reporting solution(s)• Install required packages for reporting• Measure validation efforts; Cerner recommends checking a sample of every outcome from each measure including supplemental patient information• Conduct ongoing maintenance of action plan owned by Client• Review training resources and strategies
Project Assumptions	<ul style="list-style-type: none">• Implementation includes both clinical and abstractor build into 1 production and 1 non-production domain for the below Core Measures and assumes go-live on most current version only:• Hospital Quality Reporting services to support the following:<ul style="list-style-type: none">• 2023 Hospital eCQMs (effective 1/1/23)• Core Measures v5.13 (effective 1/1/23)• Core Measures v5.14 (effective 7/1/23)
Deliverables	<ul style="list-style-type: none">• Cerner will:<ul style="list-style-type: none">◦ Conduct a workflow assessment to document current-state process and prepare future-state recommendations◦ Assess standardization opportunities and gap analysis as related to Core Measure specific documentation◦ Configure eCQM reporting◦ Configure Quality Measure Population Views◦ Configure Clinical Workflow components• Configure eQualityCheck features



County of Ventura
OPT-0344333_LA-0000319704
September 15, 2022

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

IMPLEMENTATION SERVICES

ELIGIBLE PROVIDER QUALITY REPORTING

Cerner Tasks/Activities	<ul style="list-style-type: none">• Identify all reporting options required for current submission period for Medicare Access and CHIP Reauthorization Act, including providers not submitting through Cerner as their data submission vendor (such as Accountable Care Organization reporting and Registries); including the corresponding approach for Merit Based Incentive Payment Program (MIPS)/Alternative Payment Models or Promoting Interoperability• Lead weekly calls with Client and provide meeting agenda• Complete Gap Analysis and assess regulatory workflows• Perform Quality Reporting Document Architecture (QRDA) loads• Assist with the design, build, and submission of the measures for the reporting period for which Cerner has standard content as a data submission vendor for the current reporting requirements• Build into 1 production domain assumes go live on the most current version only• Support troubleshooting of Client's validation of the content that will be submitted to Center for Medicare and Medicaid Services (CMS) for quality measures• Perform CMS file submission• Implement prescriptive content to obtain necessary data in the clinical workflow; includes but is not limited to the following sources of information:<ul style="list-style-type: none">o Problems documented as Systematized Nomenclature of Medicine (SNOMED) codeso Diagnoses documented as International Classification of Disease-10 (ICD-10)o Raceo Ethnicityo Sexo Payer – based on FINANCIAL_CLASSo Payer Group – based on FINANCIAL_CLASSo Allergies documented against Multum (MediSource) allergy nomenclatureo Results documented as clinical events mapped to Cerner Knowledge Indexes (CKIs or Concept CKIs)o Medication Orders based on the Multum (MediSource) order catalogo Documentation (Physician Documentation terms linked to clinical events)o Immunization, Health Maintenance, and Histories components
Client Tasks/Activities	<ul style="list-style-type: none">• Validate the content to be submitted to CMS for quality measures• Document diagnosis within Cerner Millennium and not interfaced from a foreign system• Ensure all visit-level charges (professional fees) exist within Cerner Millennium either as a Current Procedural Terminology (CPT) on the CHARGE or PROCEDURE table or as an Order• Ensure CPT codes align with the electronic Clinical Quality Measure (eCQM) value sets (https://vsac.nlm.nih.gov/download/ecqm?rel=20170929)• Ensure MIPS and all patient insurance data exists within Cerner Millennium; specifically, the documentation of Medicare as the patient's financial class or health plan



County of Ventura
OPT-0344333_LA-0000319704
September 15, 2022

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

IMPLEMENTATION SERVICES

	<ul style="list-style-type: none">• Connection to Cerner's Quality Clearinghouse as required for electronic submission• Perform Bedrock filter mapping and Bedrock configuration for all provider National Provider Identifier, including corresponding Taxpayer Identification Number groupings, along with location association (as needed)• Confirm reporting method for Eligible Clinicians for MIPS: Individual or Group submission• Select appropriate measures for current submission period based on MIPS scoring methodology• Identify all Eligible Clinicians and their required reporting program within the organization• Install required packages for eCQM reporting• Measure validation efforts: Cerner recommends checking a sample of every outcome from each measure (including supplemental patient information)• Perform QRDA load validation and sign off• Conduct ongoing maintenance of action plan owned by Client• Review training resources and strategies
Project Assumptions	<ul style="list-style-type: none">• The Services in this scope are for 2 years. 2022 and 2023 measurement years only• Standard scope assumes go live on the most current version only• Cerner electronic health record is licensed and operational or implemented concurrently• Customization of data sources requires additional professional services and fees• Submission of data to CMS is dependent on client meeting Cerner's published deadlines• Submission of data to CMS is not a guarantee of payment by CMS• Clinicians have data completeness in Cerner Millennium according to Quality Payment Program requirements



County of Ventura
OPT-0344333_LA-0000319704
September 15, 2022

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.



EXECUTION INVOICE

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

Invoice No: EXEC CSO No. LA-OPT-0344333
Invoice Date: September 15, 2022
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: \$117,225

Sales tax, if applicable, will be invoiced separately.

Description	Total Amount	Percent Payable	Net Amount
Professional Services: Fixed Fee	\$468,900	25%	\$117,225
GRAND TOTAL:			\$117,225



County of Ventura
OPT-0344333_LA-0000319704
September 15, 2022

Cerner Confidential Information

© Cerner Corporation. All rights reserved. This document contains confidential and/or proprietary information belonging to Cerner Corporation and/or its related affiliates which may not be reproduced or transmitted in any form or by any means without the express written consent of Cerner, subject to the terms of the Agreement and applicable law.