



CERNER SALES ORDER

This Cerner Sales Order is made on November 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: Kendra Martin
kendra.martin@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**"). If the total fees due from Client for products and services set forth in this Cerner Sales Order are US \$250,000 or less, then Client's submission of a Purchase Order referencing this Cerner Sales Order shall be deemed Client's confirmation of agreement to the terms and conditions of the Agreement, regardless of whether this Cerner Sales Order is signed by Client.

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-0450193_Q-165827.1_LA-0000327955
September 29, 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 | | |
| Licensed Software | 146,496.00 | -- |
| Software Support | -- | 1,976.00 |
| Subscription Services | -- | 3,823.00 |
| Application Services (ASP) | -- | 865.00 |
| Shared Computing Services | -- | 528.00 |
| TOTALS: | 146,496.00 | 7,192.00 |

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until December 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 |
| Licensed Software | 1 | 25% | On the Effective Date |
| | 2 | 25% | 90 days following the Effective Date |
| | 3 | 50% | 180 days following the Effective Date |

| MONTHLY RECURRING FEES | | |
|-------------------------------|--------------------------|---|
| Description | Percent (%) Of Total Due | Payment Due |
| Software Support | 100% | Quarterly beginning on the Effective Date |
| Subscription Services | 100% | Quarterly beginning on the Effective Date |
| Application Services | 100% | Quarterly beginning on the Effective Date |
| Shared Computing Services | 100% | Quarterly beginning on the Effective Date |

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.



TERM AND TERMINATION

Software Support. Support services begin on the Effective Date and continue until terminated pursuant to the Agreement.

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 the Effective Date and continue for the term set forth in the "Solutions", "Professional Services", or "Managed Services" sections.

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 the lesser of the Consumer Price Index (CPI) or 3% per annum% 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

LICENSED SOFTWARE AND SOFTWARE SUPPORT

| Mfg. Part No. | Solution Detail Description | Scope of Use Metric | Qty./ Scope of Use Limit | 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 |
|---------------|--|---------------------|--------------------------|------------------------|-----------------------|---------------------------|--------------------------|-------------------|----------------------------------|---------------------------------|
| ER-20275 | Emergency Department Triage and Tracking | ED Visits | 2,353 | 966 | -- | SD100052_02 | -- | -- | -- | -- |
| ER-20275 | SUPT: Emergency Department Triage and Tracking | ED Visits | | -- | 13 | -- | -- | -- | -- | -- |
| ER-20280A | Emergency Department Care Management | ED Visits | 2,353 | 966 | -- | SD100053_02 | -- | -- | -- | -- |
| ER-20280A | SUPT: Emergency Department Care Management | ED Visits | | -- | 13 | -- | -- | -- | -- | -- |
| PV-20230 | PowerChart Ambulatory | Providers | 60 | 58,908 | -- | SD100270_03 | -- | -- | -- | -- |
| PV-20230 | SUPT: PowerChart Ambulatory | Providers | | -- | 798 | -- | -- | -- | -- | -- |
| PV-20245 | Cerner Revenue Cycle Ambulatory | Providers | 60 | 33,150 | -- | SD101184_01 | -- | -- | -- | -- |
| PV-20245 | SUPT: Cerner Revenue Cycle Ambulatory | Providers | | -- | 450 | -- | -- | -- | -- | -- |
| CV-22520 | ECG Management | ECG Procedures | 7,980 | 39,900 | -- | SD100772_03 | -- | -- | -- | -- |
| CV-22520 | SUPT: ECG Management | ECG Procedures | | -- | 534 | -- | -- | -- | -- | -- |
| MM-22270 | CareAware MultiMedia - DICOM | DICOM Procedure | 7,980 | 12,606 | -- | SD100865_02 | -- | -- | -- | -- |
| MM-22270 | SUPT: CareAware MultiMedia - DICOM | DICOM Procedure | | -- | 168 | -- | -- | -- | -- | -- |
| TOTAL: | | | | 146,496 | 1,976 | -- | -- | -- | -- | -- |



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.

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 |
|---------------|---|---------------------|--------------------------|------------|---------------|------------------------|-----------------------|---------------------------|--------------------------|-------------------|----------------------------------|---------------------------------|
| ER-22436 | ED Coding Subscription | ED Visits | 2,353 | 20 | 1-20 | -- | 257 | SD100059_03 | -- | -- | -- | -- |
| ER-22435 | ED Physician Documentation Content Subscription | ED Visits | 2,353 | 20 | 1-20 | -- | 213 | SD100058_02 | -- | -- | -- | -- |
| ER-22190 | Krames Exit-Writer ED | ED Visits | 2,353 | 20 | 1-20 | -- | 24 | -- | ✓ | 13401_KRA | -- | -- |
| KS-22202 | Krames - HealthSheets - Physician Office | Physicians | 60 | 20 | 1-20 | -- | 750 | -- | ✓ | 13401_KRA | -- | -- |
| KS-26982 | Ambulatory Content Package | Providers | 60 | 20 | 1-20 | -- | 516 | -- | -- | -- | -- | -- |
| PV-22115 | Eligible Provider Quality Reporting | Physicians | 75 | 20 | 1-20 | -- | 2,063 | SD100273_02 | -- | -- | -- | -- |
| TOTAL: | | | | | | -- | 3,823 | -- | -- | -- | -- | -- |

APPLICATION SERVICES (ASP)

| 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 Monthly Expansion Fees |
|---------------|-----------------------------|---------------------|--------------------------|------------|---------------|------------------------|-----------------------|---------------------------|--------------------------|-------------------|---------------------------------|
| PS-20080C | Cerner ePrescribe Package | Providers | 50 | 20 | 1-20 | -- | 865 | SD100258_02 | ✓ | 62400_CM S_C | -- |
| TOTAL: | | | | | | -- | 865 | -- | -- | -- | -- |

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 Monthly Expansion Fees |
|---------------|--|---------------------|--------------------------|------------|---------------|------------------------|-----------------------|---------------------------|--------------------------|-------------------|---------------------------------|
| CP-20805 | Enhanced Medical Necessity Content for Ambulatory Care | Providers | 60 | 20 | 1-20 | -- | 528 | -- | ✓ | 17001_OP T | -- |
| PY-61621C | Connect to CommonWell - Ambulatory ** | Providers | 55 | 20 | 1-20 | -- | 0 | SD100371_02 | ✓ | 63900_CW C_C | -- |
| TOTAL: | | | | | | -- | 528 | -- | -- | -- | -- |

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

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.

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 |
|---------------------|---|
| ED Visits | The total number of annual visits to the emergency unit of a medical facility. |
| Providers | The total number of health professionals legally allowed to write prescriptions - physicians (M.D., D.O.), physicians' assistants, or other advanced practitioners. |
| ECG Procedures | The total number of annual orderable electrocardiogram (ECG) procedures. |
| DICOM Procedure | Any exam or course of action that generates Digital Imaging and Communications in Medicine (DICOM) objects. |
| 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.

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.

ADDITIONAL TERMS AND PROVISIONS**THIRD-PARTY SERVICES**

Certain Services have been developed by Cerner's third-party suppliers (the "Third-Party Services"). The Third-Party Services may be provided under the required terms of the applicable supplier, which will be available on Cerner's website. Cerner is not liable under this Cerner Sales Order for any damages of any kind or nature related to or arising out of Third-Party Services. Cerner does not warrant or provide any indemnities on Third-Party Services. To the extent that any third-party pass-through provisions contain liability limitations with respect to the Third-Party Services, such limitations state the total maximum liability of Cerner (and then only to the extent that Cerner can collect from the supplier for Client's benefit) and each supplier with respect to the Third-Party Services.

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 ("Laws"), including, but not limited to, HIPAA, state medical privacy and security laws, and state and federal laws applicable to sensitive categories of medical information, such as mental health, alcohol and drug abuse, genetic, and AIDS/HIV information. Client or its Users must obtain all appropriate and necessary authorizations and consents to access, use, and disclose any personally identifiable information in compliance with applicable Laws (including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the Telephone Consumer Protection Act) and the Agreement. 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 through the Services may not include the individual's full and complete medical or encounter 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

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.

SHARED COMPUTING SERVICES

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.

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.

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

Subject: Software Delivery and Installation

Document ID: OPT-0450193

This Event Activity Report (“**EAR**”) serves as confirmation that delivery has occurred of the solutions set forth below. This delivery event does not include customization or implementation of such solutions.

| Mfg. Part Number | Solution Detail Description |
|------------------|---|
| ER-20275 | Emergency Department Triage and Tracking |
| ER-20280A | Emergency Department Care Management |
| PV-20230 | PowerChart Ambulatory |
| PV-20245 | Cerner Revenue Cycle Ambulatory |
| CV-22520 | ECG Management |
| MM-22270 | CareAware MultiMedia - DICOM |
| ER-22436 | ED Coding Subscription |
| ER-22435 | ED Physician Documentation Content Subscription |
| ER-22190 | Krames Exit-Writer ED |
| KS-22202 | Krames - HealthSheets - Physician Office |
| KS-26982 | Ambulatory Content Package |
| PV-22115 | Eligible Provider Quality Reporting |

I acknowledge that delivery of these solutions occurred on _____.
(Date)

The following signature represents completion of this delivery event.

ACCEPTED FOR COUNTY OF VENTURA

By: _____

(type or print)

Title: _____



EXECUTION INVOICE

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

Invoice No: EXEC CSO No. OPT-0450193
Invoice Date: Effective Date
Due Date: Effective Date

Remit: **Via FedEx:**
Cerner Corporation
Attn: Accounts Receivable, 5th Floor
2800 Rock Creek Parkway
North 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: \$36,624

Sales tax, if applicable, will be invoiced separately.

| Description | Total Amount | Percent Payable | Net Amount |
|---------------------------------|--------------|-----------------|------------|
| Licensed Software One-Time Fees | \$146,496 | 25% | \$36,624 |
| GRAND TOTAL: | | | \$36,624 |



County of Ventura
OPT-0450193_LA-0000327955
September 29, 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.